

**MEASURED TERM CONTRACT
FOR
HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE CYCLICAL
PLANNED MAINTENANCE TO COUNCIL OWNED HOUSING PROPERTIES
2012-2015**

SECTION NO 8

KEY PERFORMANCE INDICATORS & INCENTIVISATION

REVISION 1 – 15TH MAY 2012

APPENDIX 1

RESIDENTS SATISFACTION FORM

PLANNED MAINTENANCE WORKS SATISFACTION SURVEY

Date Issued

Name

Address

Contact Telephone Number

**Please state if you are a
Council Tenant, Leaseholder
or Private Tenant**

Contractor


Please call your Resident Liaison Officer or the Client Project Manager if you need help completing this form.

PLEASE ANSWER QUESTIONS 1-10

Q1 Do you feel that you were given enough information about the works before the works started?

 Yes.....  No.....

Q2 Did the contractor take care in your home and leave it safe, tidy and secure at the end of every day?

 Always.....  Occasionally.....

 Mostly.....  Never.....

Q3 Overall, how satisfied were you with the quality of work carried out by the contractor?

 Very satisfied.....  Dissatisfied.....

 Satisfied.....  Very dissatisfied.....

Q4 Did the contractor keep the working areas outside your home in a safe and tidy condition?

 Always.....  Occasionally.....

 Mostly.....  Never.....

Q5 If you had to contact the Resident Liaison Officer, were they helpful?

 Very helpful.....  Unhelpful.....

 Helpful.....  Very unhelpful.....

Q6 How satisfied were you with the finished product?

 Very satisfied.....  Dissatisfied.....

 Satisfied.....  Very dissatisfied.....

Q7 Taking into account the disruption, was the work worthwhile?

 Yes.....  Probably not.....

 Probably.....  No.....

Q8 Did you have a complaint or problem that was handled by the contractor?

 Yes.....  No.....

Q9 Overall, how well did the contractor deal with any queries or complaints you raised with them?

😊 Very well.....

😞 Poorly.....

😊 Well.....

😞 Very poorly.....

Q10 Overall, how satisfied were you with the contractor who carried out the work?

😊 Very satisfied.....

😞 Dissatisfied.....

😊 Satisfied.....

😞 Very dissatisfied.....

Q11 & Q12 TO BE COMPLETED BY LEASEHOLDERS ONLY

Q11 Did you have enough information in advance about the possible costs of the works?

😊 Yes.....

😞 No.....

Q12 Do you think that the work we have carried out provides good value for money?

😊 Excellent.....

😞 Poor.....

😊 Good.....

😞 Very poor.....

IF YOU HAVE ANY COMMENTS, QUERIES OR SUGGESTIONS PLEASE USE THE SPACE BELOW.

Equalities & Diversity Monitoring

Are you male or female?

Male..... Female.....

How old are you?

16-24..... 45-54.....
25-34..... 55-64.....
35-44..... 65+.....

Do you or does anyone in your household have any long-term illness, health problem or disability which limits your/their daily activities or the work you/they can do?

Yes..... No.....

What is your ethnic origin?

White: British.....
Irish.....
Other.....
Mixed: White and Black Caribbean.....
White and Black African.....
White and Asian.....
Other.....
Asian or Asian British: Indian.....
Pakistani.....
Bangladeshi.....
Other.....
Black or Black British: Caribbean.....
African.....
Other.....
Chinese or Other: Chinese.....
Other.....
Prefer not to say:.....

If you selected the **Other** category under White, Mixed, Asian or Asian British, Black or Black British or Chinese or Other, please specify your ethnicity:

THANK YOU FOR HELPING US

APPENDIX A

Schedule of Properties

Attached is a schedule of properties which potentially could be included within the Contract. The Contractor is advised that the schedule is indicative only, and no guarantees can be provided as to how many and which properties will be instructed during the term. Furthermore, the Contractor should be aware that the schedule is not necessarily exhaustive, and additional properties, not included in the schedule, may be instructed.

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
ABERCROMBIE HOUSE White City Estate	22	15	37
ACFOLD ROAD	3	1	4
ADAM WALK, Crabtree Lane	27	7	34
ADDISON GARDENS	6	2	8
ADELAIDE GROVE	1	1	2
AGATE ROAD	1	5	6
AISGILL AVENUE	44		44
ALDBOURNE ROAD	2	2	4
ALDERVILLE ROAD	4		4
ALDINE COURT, Aldine Street	30	18	48
ALICE GILLIATT COURT, Star Road	56	21	77
ALLESTREE ROAD		2	2
ANSELM ROAD	5	1	6
ARCHEL ROAD	9	8	17
ARMINGER ROAD	2	2	4
ASHCHURCH GROVE	1		1
ASHCHURCH PARK VILLAS	9	15	24
ASHCHURCH TERRACE	1	5	6
ASHINGTON ROAD	1		1
ASKEW CRESCENT	1		1
ASKEW ROAD	3	1	4
ASPENLEA ROAD	3	2	5
ATWOOD ROAD	1		1
AUCKLAND HOUSE White City Estate	44	16	60
AURIOL ROAD	4	8	12
AVERILL STREET	2	2	4
AYCLIFFE ROAD	2		2
AYLMER ROAD	3	2	5
BAGLEYS LANE	4		4
BAIRD HOUSE White City Estate	36	14	50
BANIM STREET	36		36
BARCLAY CLOSE, Fulham Road	60	46	106
BARCLAY ROAD	1		1
BARONS COURT ROAD	24	12	36
BARTON HOUSE, Wandsworth Bridge Rd	71	5	76
BARTON ROAD	16	10	26
BASSEIN PARK ROAD	1	2	3
BATHURST HOUSE White City Estate	31	8	39
BEARCROFT HOUSE, Elysium Street	23	7	30
BECKLOW GARDENS W12	194	51	245
BELLAMY CLOSE	8		8
BENTINCK HOUSE White City Estate	33	6	39
BERESTEDE ROAD	1		1
BERYL ROAD	3	3	6
BETTRIDGE ROAD	1	2	3
BISCAY ROAD	1	1	2
BISHOPS ROAD	8	4	12
BLAXLAND HOUSE White City Estate	101	24	125
BLOOM PARK ROAD	1	1	2
BLYTHE ROAD	3		3
BOSCOMBE ROAD	1	1	2
BOSWELL COURT, Blythe Road	16		16
BOVINGDON ROAD	5	3	8
BOWERDEAN STREET	3	1	4

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
BOXMOOR HOUSE, Queensdale Cresc	61	13	74
BRACKENBURY GARDENS	1	1	2
BRACKENBURY ROAD	2	1	3
BRADFORD HOUSE, Springvale Trc	8	4	12
BRIDGE VIEW	10	6	16
BRISBANE HOUSE White City Estate	20	6	26
BRITANNIA ROAD	4	1	5
BRONSART ROAD	2	2	4
BRONTE COURT, Girdlers Road	8	3	11
BROOKLYN COURT, Frithville Grdns	5	3	8
BROOKVILLE ROAD	1		1
BROUGHTON ROAD	13	11	24
BROWNING COURT, Turneville Rd	29	1	30
BROXHOLME HOUSE, Harwood Rd	30	14	44
BUER ROAD		2	2
BULOW COURT, Pearscroft Road	23	13	36
BULWER STREET	3		3
BURNAND HOUSE, Redan Street	10	8	18
BURNFOOT AVENUE	11	3	14
BURNTHWAITE ROAD	3	4	7
BUSH GREEN HOUSE, Pennard Road	6	4	10
CAITHNESS ROAD	2	2	4
CAMBRIDGE GROVE	1		1
CAMPANA ROAD	3	2	5
CAMPBELL HOUSE White City Estate	43	12	55
CANNING HOUSE White City Estate	42	13	55
CAROLINE HOUSE, Queen Caroline Stre	10	10	20
CASTLETOWN ROAD	19	7	26
CAXTON ROAD	2		2
CEDARNE ROAD	38	6	44
CHAMPLAIN HOUSE White City Estate	94	31	125
CHARNOCK HOUSE White City Estate	22	14	36
CHEESEMANS TERRACE, Star Road	134	57	191
CHESILTON ROAD	4	2	6
CHESSON ROAD	5	1	6
CHIDDINGSTONE STREET	1	1	2
CHISHOLM COURT, St Peters Road	24	3	27
CLAYBROOK ROAD	1		1
COBBOLD ROAD	1		1
COLEHILL LANE	7		7
COLLEGE COURT, Queen Caroline Stree	34	33	67
COLWITH ROAD	1		1
COMERAGH ROAD	9	10	19
CONIGER ROAD	1	3	4
CONINGHAM ROAD W12	41	41	82
CORNWALLIS HOUSE White City Estate	38	16	54
CORTAYNE ROAD	1	1	2
COVERDALE ROAD	5	3	8
CRANBURY ROAD	29	30	59
CRISTOWE ROAD	1	1	2
CRONDACE ROAD	1	1	2
CROOKHAM ROAD	4	4	8
DALLING ROAD	1	1	2
DAN LENO WALK, Britannia Road	8	4	12

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
DANCER ROAD	5	10	15
DANEHURST STREET	5	7	12
DAVISVILLE ROAD	1		1
DAWES ROAD	9	6	15
DE MORGAN ROAD	6	1	7
DELAFORD STREET	2	1	3
DELORME STREET	4		4
DELVINO ROAD	1	1	2
DENHAM HOUSE White City Estate	39	16	55
DEVONPORT ROAD	28	13	41
DONERAILE STREET	2	2	4
DORIA ROAD		2	2
DORVILLE CRESCENT	6	1	7
DOUGLAS JOHNSTONE H Clem Attlee C	10	6	16
DUNRAVEN ROAD	3	3	6
DURBAN HOUSE White City Estate	19	10	29
EDDISCOMBE ROAD	1	1	2
EDITH ROAD	21	17	38
ELEANOR HOUSE Queen Caroline St	16	4	20
ELIZABETH HOUSE Queen Caroline St	18	7	25
ELLALINE ROAD	2	1	3
ELLENBOROUGH HSE White City Estate	61	19	80
ELTHIRON ROAD	6		6
EMLYN ROAD	1		1
EPIRUS ROAD	6		6
EPPLE ROAD	1	4	5
ESTCOURT ROAD	2		2
EWALD ROAD	1		1
EYOT GARDENS	2		2
FABIAN ROAD	5	3	8
FAIRHOLME ROAD	7	8	15
FARM LANE		2	2
FAROE ROAD	1		1
FERNHURST ROAD	1	1	2
FIELDING ROAD	2		2
FILMER CHAMBERS, Fulham Road	9	2	11
FINLAY STREET	1		1
FLANCHFORD ROAD	1	2	3
FLORA GARDENS W6	135	62	197
FOSKETT ROAD		2	2
FRANK BESWICK HOUSE Clem Attlee C	10	6	16
FRANK SOSKICE HOUSE Clem Attlee C	11	5	16
FRANKLIN SQUARE	17		17
FRITHVILLE COURT, Frithville Garden	2	6	8
FRITHVILLE GARDENS	6	1	7
FULHAM PALACE ROAD	4	6	10
FULHAM PARK GARDENS	13	7	20
FULHAM PARK ROAD	1	2	3
FULHAM ROAD	11	4	15
FURNESS ROAD	4	3	7
GALLOWAY ROAD	8		8
GASTEIN ROAD	1		1
GAYFORD ROAD	2		2
GEORGE LINDGREN HOUSE Clem Attlee C	5	3	8

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
GIBBS GREEN, Beaumont Cresc	56	42	98
GILSTEAD ROAD	2	3	5
GIRONDE ROAD	1	1	2
GLAZBURY ROAD	8	12	20
GLENTHORNE ROAD	1		1
GLIDDON ROAD	3	5	8
GODOLPHIN ROAD	18	11	29
GOLDHAWK ROAD	4	7	11
GOODWIN ROAD	13	8	21
GOWAN AVENUE	9	12	21
GRATTON ROAD	21	6	27
GREENSIDE ROAD	2	2	4
GREY HOUSE White City Estate	45	15	60
GREYHOUND ROAD	3		3
GUNTERSTONE ROAD	11	12	23
HAARLEM ROAD	7		7
HADYN PARK COURT, Curwen Rd	32	3	35
HALDANE ROAD	5	2	7
HALFORD ROAD	2	3	5
HAMMERSMITH ROAD	1		1
HARBLEDOWN ROAD	1	1	2
HARBORD STREET	2	3	5
HARGRAVES HOUSE White City Estate	57	23	80
HAROLD WILSON HOUSE Clem Attlee C	19	5	24
HARTISMERE ROAD	4	1	5
HARWOOD ROAD	3	3	6
HASTINGS HOUSE White City Estate	37	13	50
HAVELOCK CLOSE White City Estate	60	20	80
HAWKSMOOR STREET	1		1
HAZLEBURY ROAD	16	14	30
HAZLITT ROAD	7	7	14
HERBERT MORRISON HSE Clem Attlee Ct	62	6	68
HESTERCOMBE AVENUE	2	4	6
HETLEY ROAD	1	1	2
HOLMEAD ROAD	6	1	7
HOLYPORT ROAD	1	1	2
HOMESTEAD ROAD	4	1	5
HUDSON CLOSE White City Estate	64	16	80
HUMBOLT ROAD	4	1	5
HUME HOUSE, Queensdale Cresc	21	11	32
HURLINGHAM ROAD	5	3	8
IFFLEY ROAD		2	2
INGLETHORPE STREET	5	1	6
IRENE ROAD	1	3	4
IRVING ROAD	4		4
ISABELLA HOUSE, Queen Caroline Stre	13	7	20
IVATT PLACE	15		15
JOHN STRACHEY HOUSE Clem Attlee C	9	7	16
JOHN WHEATLEY HOUSE Clem Attlee C	5	3	8
KEIR HARDIE HOUSE, Fulham Palace Rd	20	2	22
KEITH GROVE	15	5	20
KELVEDON ROAD	2		2
KEMPSON ROAD	3	1	4
KENNETH YOUNGER HOUSE Clem Attlee C	12	4	16

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
KENYON STREET	1	1	2
KILMAINE ROAD	1		1
KILMARSH ROAD	1	1	2
KIMBELL GARDENS	2		2
KING STREET	1		1
KINGS ROAD	2	3	5
KINNOUL ROAD	4		4
LAKESIDE ROAD	129	48	177
LALOR STREET	1	1	2
LAMBROOK TERRACE	3	3	6
LANCASTER COURT, Darlan Rd	121	45	166
LANDOR WALK	1		1
LANGTHORNE STREET	2		2
LARDEN ROAD		2	2
LARNACH ROAD	1		1
LAWRENCE CLOSE White City Estate	42	13	55
LAWSON HOUSE White City Estate	42	18	60
LEFROY ROAD	1		1
LETTERSTONE ROAD	2	2	4
LILLIE ROAD	17	6	23
LILYVILLE ROAD	4	4	8
LINDEN COURT, Frithville Gardens	14	16	30
LINDROP STREET	12	5	17
LUGARD HOUSE, Bloemfontein Rd	25	6	31
LUXEMBOURG GARDENS	2	1	3
LYSIA STREET	2	2	4
MABLETHORPE ROAD	2	4	6
MACFARLANE ROAD	9		9
MACKENZIE CLOSE White City Estate	44	11	55
MALL ROAD	6	2	8
MANNY SHINWELL HOUSE Clem Attlee C	13	11	24
MANOR COURT, Bagleys Lane	61		61
MARCHBANK ROAD	13		13
MARCO ROAD	1	1	2
MARGARET HERBISON HSE Clem Attlee C	11	5	16
MARGARET HOUSE	17	3	20
MARGRAVINE GARDENS	6		6
MARRYAT COURT, Cromwell Ave	8		8
MARVILLE ROAD	2		2
MAXWELL ROAD	4	2	6
MENDORA ROAD	1		1
MERRINGTON ROAD	3		3
MICHAEL STEWART HOUSE Clem Attlee C	104		104
MICKLETHWAITE ROAD	1	3	4
MILSON ROAD	1		1
MIMOSA STREET	3	3	6
MINFORD GARDENS	14	6	20
MIRABEL ROAD	1	1	2
MITCHELL HOUSE White City Estate	48	7	55
MOORE PARK ROAD	17	8	25
MORLAND COURT, Coningham Road	8		8
MORNINGTON AVE MANSIONS	2		2
MORTIMER HOUSE, Queensdale Cresc	51	21	72
MOYLAN ROAD	3	1	4

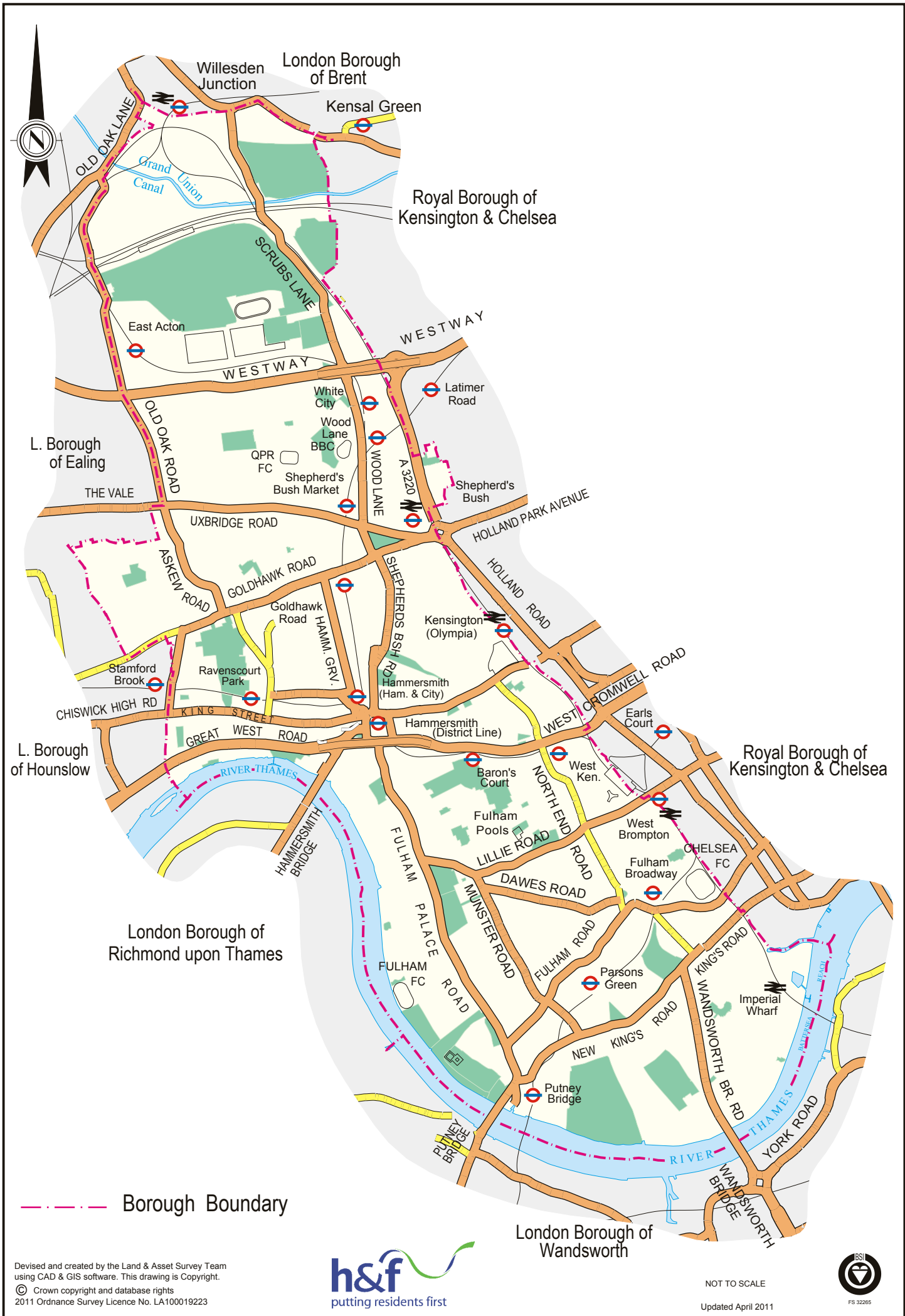
Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
MUNDEN STREET	30		30
MUNSTER ROAD	4	4	8
MUSARD ROAD	2		2
MYLNE CLOSE, Upper Mall, W6	3	8	11
NELLA ROAD	1	2	3
NETHERWOOD ROAD W14	13	2	15
NEW KINGS ROAD	5	1	6
NITON STREET	3	3	6
NORTH END ROAD	1	1	2
OAKBURY ROAD	25	18	43
OAKLANDS GROVE	3	1	4
OLD OAK COMMON LANE	1	1	2
OLD OAK ROAD	1		1
ONGAR ROAD	19	8	27
ORCHARD SQUARE	13		13
ORCHID STREET	14		14
ORMISTON GROVE	32	16	48
OVERSTONE ROAD	7	9	16
OXBERRY AVENUE	10	5	15
PADDENSWICK COURT, Paddenswick Rd	6	3	9
PALLISER ROAD	7	2	9
PARFREY STREET	3		3
PARK MANSIONS, Colehill Lane	14	6	20
PARKVILLE ROAD	2		2
PARTHENIA ROAD		2	2
PASSFIELDS	13	11	24
PEARSCROFT ROAD	4		4
PELLANT ROAD	1	1	2
PENNARD ROAD	1	1	2
PERCY ROAD	5	6	11
PERHAM ROAD		2	2
PETERBOROUGH ROAD	12	1	13
PETLEY ROAD	2		2
PHIPPS HOUSE White City Estate	82	43	125
PLANE TREE COURT, Brook Green	37		37
PROTHERO ROAD	8	1	9
PURSERS CROSS ROAD	5	4	9
QUEENSMILL ROAD	4	1	5
RACTON ROAD	1		1
RADIPOLE ROAD		3	3
RAINVILLE ROAD	25	8	33
RANELAGH AVENUE	7	1	8
RANNOCH ROAD	2		2
RAVENSCOURT GARDENS	2		2
RAYNHAM ROAD	3	1	4
REDAN STREET	1		1
REDMORE ROAD	3		3
REPORTON ROAD		4	4
RICHARD KNIGHT HOUSE, Favart Rd	5	3	8
RICHFORD STREET		1	1
RICHMOND WAY	4	4	8
RICKETT STREET	2		2
RIGAULT ROAD	2	4	6
RINGMER AVENUE	2	1	3

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
RIVERCOURT ROAD	1	1	2
RIVERSIDE GARDENS W6	143	54	197
ROCKLEY ROAD	2	2	4
ROSAVILLE ROAD	4		4
ROSEBURY ROAD	26	12	38
ROSEDALE TERRACE, Dalling rd	3	1	4
ROSTREVOR ROAD	1	1	2
RUMBOLD ROAD	1		1
RYLETT CRESCENT	1	1	2
SAMUEL RICHARDSON HSE, North End C	13	11	24
SEAGRAVE ROAD	10	3	13
SEDLSCOMBE ROAD	3		3
SHEPHERDS BUSH PLACE	4		4
SHERBROOKE ROAD	1		1
SHORROLD'S ROAD	12	14	26
SHUTERS SQUARE Star Road	12	5	17
SILVERTON ROAD	3		3
SINCLAIR GARDENS	1	3	4
SINCLAIR ROAD	16	7	23
SKELWITH ROAD	2		2
SNOWBURY ROAD	2	3	5
SOUTHCOMBE STREET	3	1	4
SOUTHERTON ROAD	9	7	16
SPRINGVALE TERRACE	2		2
ST DIONIS ROAD	3		3
ST DUNSTANS ROAD	2	1	3
ST MAUR ROAD		2	2
ST PETERS ROAD	1		1
ST STEPHENS AVENUE	10	7	17
STANFORD COURT Bagleys Lane	31		31
STANIER CLOSE Aisgill Ave	5		5
STAR ROAD	12	5	17
STARFIELD ROAD	1		1
STEPHENDALE ROAD	33	13	46
STERNDALE ROAD	2		2
STERNE STREET	4		4
STEVENAGE ROAD	5	1	6
STOWE ROAD	4	1	5
STRODE ROAD	8		8
STRONSA ROAD	1		1
STUDLAND STREET	2	1	3
SUN ROAD	8	4	12
SWANSCOMBE HOUSE St Anns Road	27	21	48
TADMOR STREET	1		1
TALGARTH ROAD	34	27	61
TAMWORTH STREET	43	20	63
TASSO ROAD	1		1
THERESA ROAD	2		2
THORPEBANK ROAD	6	2	8
TOURNAY ROAD	10	1	11
TOWNMEAD ROAD	17	12	29
TREVANION ROAD	3	2	5
TURNEVILLE ROAD	2	1	3
TYRAWLEY ROAD	1		1

Count of UPRN Street	Ownership Status		
	Council Owned	Leasehold	Grand Total
UNDERWOOD HOUSE Sycamore Gardens	33		33
VERA ROAD	8	4	12
VEREKER ROAD	54	13	67
VERNON STREET	17	3	20
VESPAN ROAD	2	1	3
VINE SQUARE	7	4	11
WALDEMAR AVENUE	3	2	5
WALHAM GROVE	8	4	12
WALPOLE COURT Blythe Rd	18	6	24
WANDSWORTH BRIDGE ROAD	15	6	21
WARBECK ROAD	1	1	2
WARDO AVENUE	2	1	3
WATERFORD ROAD	8	2	10
WATERHOUSE CLOSE	41		41
WEAVERS TERRACE Micklethwaite Rd	3		3
WELTJE ROAD	3	3	6
WENDELL ROAD	2	3	5
WESTCROFT SQUARE	1	1	2
WESTVILLE ROAD	2	4	6
WESTWAY Wormholt Estate	85		85
WESTWICK GARDENS	11	11	22
WHITTINGSTALL ROAD	4	11	15
WINCHENDON ROAD	1	1	2
WINGATE ROAD	1		1
WINSLOW ROAD	1	1	2
WOLFE HOUSE White City Estate	34	11	45
WOLVERTON GARDENS	3	2	5
WOOD LANE	4		4
WOODLAWN ROAD	2		2
WOODMANS MEWS	44	6	50
WOODSTOCK GROVE	4		4
WORMHOLT ROAD	2	1	3
WYFOLD ROAD	24	12	36
YELDHAM ROAD	3	1	4
Grand Total	5450	2138	7588

APPENDIX B

**MAP OF THE BOROUGH
AND
CONTRACT AREA**



Appendix C

PRE-CONSTRUCTION INFORMATION

PROJECT TITLE: Cyclical Planned Maintenance works (2012/15)
Borough Wide to Council Owned Housing Properties

1.0 LEGISLATION

- 1.01 This document is prepared pursuant of the Construction (Design & Management) Regulations 2007.
- 1.02 The Construction (Design & Management) Regulations 2007 place new duties upon clients, designers and contractors to rethink their approach to health and safety so that it is taken into account and then co-ordinated and managed effectively throughout all stages of a construction project: from inception, design and planning, through to the execution of works on site and subsequent maintenance and repair.
- 1.03 The risks identified in this document cannot be entirely eliminated but they can be minimised by pre-planning.
- 1.04 This document, prepared prior to construction work commencing on site, should be read in conjunction with tender documentations, specifications, drawings and any other relevant information issued to the Principal Contractor; it shall be supplemented during the construction period to include documentation relating to any variation in construction materials, details of services installations, and maintenance instructions for construction and services.

2.0 DESCRIPTION OF PROJECT AND PROGRAMME DETAILS

- 2.01 **SITE ADDRESSES:** Borough wide to Council owned housing properties within the London Borough of Hammersmith and Fulham.

2.02 BRIEF DESCRIPTION OF THE WORKS:

Cyclical Planned Maintenance works to the external and communal areas of occupied housing dwellings. Properties may be single dwellings or multiple flats within Estates or Blocks. Properties may be low, medium or high rise and range from to traditional to system built.

The works include pre-decoration repairs, redecoration works, general repairs, replacement and maintenance to the external fabric of the buildings including windows, doors, roofs, walkways, external walls, cladding and communal areas. Works to communal areas to also include the testing and repair/upgrading/replacement of electrical installations and other services. External paving areas, roadways, fencing, gates, outbuildings are also included.

It is to be noted that the Pre-Construction Information contained within this document is provided in connection with a framework contract. Under this contract arrangement, it is proposed that works will be let via a series of orders. Additional Pre-Construction Information, specific to the properties where works are planned, shall be provided in connection with the proposed individual orders for work.

Appendix C

2.03 TIMESCALES FOR THE PROJECT:

It is anticipated that works will commence August 2012 via a series of separate orders for an estate or groups of properties for a contract period of thirty six months.

2.04 CLIENT: Housing & Regeneration Department
 London Borough of Hammersmith and Fulham
 3rd Floor, Town Hall Extension
 King Street
 London W6 9JU

CONTACT OFFICER: Roger Thompson - 020 8753 3920

CONTRACT ADMINISTRATOR:

Building and Property Management
Transport and Technical Services
London Borough of Hammersmith & Fulham
6th Floor, Town Hall Extension
King Street
London W6 9JU

CONTACT OFFICER: Matthew Martin - 020 8753 4832

2.05 CDM CO-ORDINATOR (CDM-C):

Building and Property Management
Transport and Technical Services
London Borough of Hammersmith & Fulham
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King Street
London W6 9JU

CONTACT OFFICER: Matthew Martin - 020 8753 4832

2.06 DESIGNERS: Building and Property Management
 Transport and Technical Services
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CONTACT OFFICER: Matthew Martin - 020 8753 4832

Housing & Regeneration Department
London Borough of Hammersmith and Fulham
3rd Floor, Town Hall Extension
King Street
London W6 9JU

CONTACT OFFICER: Roger Thompson - 020 8753 3920

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2.07 CLIENT CONTACT

In relation to the over-arching contract, Mr Roger Thompson shall be the main Client point of contact. For individual works orders, details of the specific Client Contacts shall be contained within the supplementary Pre-Construction Information associated to those specific works.

2.09 WORKPLACE CONSIDERATIONS

The proposed works are anticipated to be predominantly to external and communal areas, although some works within dwellings e.g. for the replacement of kitchens and bathrooms and for internal works to windows will also be included within some works packages. The design needs to take account of the relevant requirements of the CDM Regulations 2007 and the Principal Contractor must therefore bring to the attention of the CDM-C any material or design contained within the specification that they do not consider appropriate to comply with the aforementioned regulations.

The properties are generally situated within residential streets and highways. There are private and communal garden areas to the front and rear of some of the blocks. There are schools/retail facilities/industrial premises close to a number of the properties.

2.10 EXISTING RECORDS AND PLANS

For the overwhelming majority of properties, no existing drawings exist. However, where drawings do exist they shall be provided as part of the order specific Pre-Construction Information.

3.00 CLIENT CONSIDERATIONS AND MANAGEMENT REQUIREMENTS

3.01 ARRANGEMENTS FOR:

i Planning and Management of the Construction Work

The Principal Contractor will be required to provide full details of all designs to the Client and CDM-C to ensure that all risks have been considered and reduced / eliminated. The Principal Contractor will provide regular H&S updates for each works package for the duration of same and shall further provide any information requested by the Client or CDM-C which will aid in the assessment of the Contractor's competency with regard to H&S, particularly in reference to reportable incidents (RIDDOR) and day to day issues (e.g. site housekeeping).

ii Communication and Liaison

Regular (anticipated monthly) site meetings will be undertaken for each specific package of works. All relevant issues arising from these meetings will be published and issued to all appropriate parties.

iii Security of the Site(s)

Security of the site will consist of security to the site compound and to the scaffold as well as ensuring that individual properties are secure at all times. The Principal Contractor shall not store any tools in communal areas or residents homes.

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iv Welfare Provisions

Welfare provision needs shall be assessed for each works package. It is expected that space will be made available to the contractor on grassed areas and hard standings nearby or adjacent to the proposed works. However, the Principal Contractor is to note that this will not be possible on all occasions, particularly where works are proposed to street based properties. In these instances, available space for welfare provisions may be some distance from the properties where works are to be undertaken and consequently, suspension of parking bays or the use of mobile welfare facilities may need to be considered. The Principal Contractor will design site set-ups with adequate provision for welfare facilities suitable for the nature and duration of the works packages and shall submit the design and proposed siting to the Client and CDM-C at an early stage for their assessment and for consideration as part of the resident consultation process.

3.02 H&S OF CLIENT EMPLOYEES OR CUSTOMERS AND OTHERS:

i Site Hoarding Requirements

Site compound areas and the base of all scaffolding shall be surrounded with boarding, sheeted timber or narrow gauge Heras type security fencing which is to be locked shut outside normal working hours. Fencing shall be a minimum of 2.0m in height. Where there is a risk of falling debris, fencing shall be of a solid construction i.e. solid timber boarding or sheeting.

ii Site Transport Arrangements or Vehicle Movement Restriction

The contractor's attention is drawn to the limited parking throughout the borough. Vehicles parked on estate roads without authorisation are liable to be clamped. All vehicular movements are to take into account the social housing environment. Where a site is in the proximity of a school, access and deliveries should be restricted to between 09:15 and 15:00 hours, with access left unobstructed for emergency vehicles at all times.

Site specific details/restrictions shall be provided within the supplementary pre-construction information for individual works packages.

iii Occupants of the Building:

Social housing: children, disabled persons, elderly persons, persons with learning difficulties, single parents, ethnic minorities etc.

iv Fire Precautions and Emergency Procedures & Means of Escape

The majority of communal areas and roof voids do not have smoke detection or alarm systems. Fire Risk Assessments and existing emergency procedures for the premises where work is to take place shall be provided to the contractor as part of the pre-construction information for individual works packages.

The Principal Contractors attention is drawn to the requirement of 'Fire Prevention on Construction Sites (7th Edition) and in particular in relation to temporary buildings and waste materials.

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The Principal Contractor shall provide the Client and CDM-C with a FRA with regard to the site under their control and in particular how this may impact on the existing emergency procedures.

v 'No-go' Areas and Other Authorisation

Access to any locked areas is to be arranged via the Client. No areas within or surrounding the building (other than the site compound area) are to be used for storage.

The Principal Contractors attention is drawn to Appendix P for general Council H&S procedures. Specific requirements in relation to these will be included within individual scheme Pre-Construction Information.

vi Designated Confined Spaces

Areas to be designated as confined spaces shall be notified via the scheme specific Pre-Construction Information.

vii Smoking

No smoking will be permitted within buildings or their associated grounds.

ix Parking Restrictions

The parking of the Contractors cars and vehicles on Council Housing Estates will be restricted to areas directed by the Contract Administrator in consultation with the local area housing office. The Principal Contractor shall note that where permits are required the number of permits will be limited.

The Principal Contractor is to further note that parking restrictions apply to both Housing Estates and on street parking within the Borough and that penalty charges will be levied for unauthorised vehicle parking.

Site specific parking restrictions will be notified within the scheme specific Pre-Construction Information.

x Resident Information

Scheme specific resident information will be notified within the scheme specific Pre-Construction Information

The Principal Contractor's Resident Liaison Officer must liaise with the Client Contact Officer or Contract Administrator regarding potential difficulties with residents as part of the planning process.

4.00 ENVIRONMENTAL RESTRICTIONS AND EXISTING ON-SITE RISKS

4.01 SAFETY HAZARDS

i Boundaries and Access

Details of boundaries and specific access requirements shall be supplied within the scheme specific Pre-Construction Information.

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All routes through estates must be kept free for emergency access at all times.

Deliveries and collections are restricted as in 3.02 ii. above.

Contractor's skips are to be contained within a fenced area (exact location to be agreed with the Client, Housing & Regeneration Department) and where required, will be subject to the Principal Contractor acquiring the necessary Highway Licences.

ii Adjacent Land Uses

The properties are generally situated within residential streets and highways or on estates. There are private and communal garden areas to the front and rear of some of the blocks. There are schools/retail facilities/industrial premises close to a number of the properties. Additional details shall be provided within the scheme specific Pre-Construction Information.

iii Existing Storage of Hazardous Materials

Details of stored hazardous materials shall be provided within the scheme specific Pre-Construction Information.

iv Location of Existing Services

Details of known services shall be provided within the scheme specific supplementary Pre-Construction Information. The routes of specific gas, water, electricity and telecommunication services may not be known and, where details do not exist, it will be the responsibility of the Client to obtain records from the relevant Statutory Authorities.

v Ground Conditions

Details of known ground conditions shall be provided within the scheme specific Pre-Construction Information.

vi Information on Existing Structures

Houses, flats, maisonettes and bungalows. Low rise, medium rise and high rise. All scaffolding shall comply with the Employer's Code of Practice for Contracts Involving Works on Council Properties. All access/scaffolding shall be made non-accessible to the public and children including potential access from communal balconies and walkways. All access routes and parking areas shall be adequately protected (i.e. fans) to protect against falling debris. A banksman is required when working over a public right of way. Where scaffolding is liable to vehicular impact, particular attention shall be paid to stability. Method Statements for all scaffolding are required.

It should be noted that asbestos or asbestos based products may have been used in the construction of pre-1985 properties. Details of known asbestos material within or about properties shall be provided to the Principle Contractor within the scheme specific Pre-Construction Information. The Employer requires that a Method Statement which is to be prepared by an independent specialist

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consultant or licensed contractor, shall be provided for all work which might involve or affect asbestos or asbestos based materials.

Additional details on existing structures shall be provided within the scheme specific Pre-Construction Information.

- vii Previous Structural Modifications
Details on existing structures shall be provided within the scheme specific supplementary Pre-Construction Information.
 - viii Fire Damage, Movement or Poor Maintenance Which May Affect the Structure
Details to be provided within the scheme specific Pre-Construction Information.
 - ix Difficulties Relating to Plant and Equipment In the Premises
Details to be provided within the scheme specific Pre-Construction Information.
 - x Health and Safety Information Contained in Earlier Construction
Generally, no as built drawings exist. Where existing Health and Safety Files are available, copies shall be provided to the Principle Contractor as part of the scheme specific Pre-Construction Information.
- 4.02 HEALTH HAZARDS
- i Asbestos
As per paragraph 4.01(vi) above.
The Principal Contractor must ensure that all operatives are given an induction for safe working including the identification and treatment of suspected asbestos.
 - ii Existing Storage of Hazardous Materials
Details to be provided within the scheme specific Pre-Construction Information.
 - iii Contaminated Land
Details to be provided within the scheme specific Pre-Construction Information.
 - iv Existing Structures Containing Hazardous Materials
Details to be provided within the scheme specific Pre-Construction Information.
 - v Health Risk Arising From Client's Activities
Details to be provided within the scheme specific Pre-Construction Information.

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5.0 **SIGNIFICANT DESIGN AND CONSTRUCTION HAZARDS**

Scheme specific residual design and construction hazards will be included within the individual scheme Pre-Construction Information. However the following general hazards are highlighted as they are unlikely to be avoidable within specific schemes.

- i All works at high level will be undertaken using a suitable and safe means of access.
- ii All due precaution will be taken in the handling of Lead and its disposal to ensure that relevant Health and Safety guidance and procedure is followed.
- iii All due precaution will be taken to ensure pedestrian accesses are kept free and clear and where scaffolds are erected proper signage and safety measures are implemented
- iv Hot works shall be carried out in line with current Health and Safety guidance and all proper Hot Works Permits shall be in place.
- v. Access scaffold must be designed to avoid applying additional loads on the buildings affected by the works.
- vi.
- vii. All work will be in or around occupied properties.

6.0 **GAS, OIL AND SOLID FUEL SAFETY**

6.01 GENERAL SAFETY

- i. The Contractor should be aware of the dangers of working on a building that has gas, oil or solid fuel appliances and the need to ensure that these appliances function correctly during the contract period. Prior to any works being carried out the Contractor shall ensure that the works to be undertaken shall have no adverse effects on any fuel burning appliances within the building, be it either domestic or commercial.
- ii. Should the works require the Contractor to alter or change the fuel supply, flue, ventilation, controls, wiring or safety devices of any fuel burning system or appliance, the Contractor is to employ competent personnel to carry out these works. The Contractor shall have a competent person to inspect the gas, oil or solid fuel system prior to starting any work. The Contractor will also provide the Contract Administrator/Engineer with details on how they intend to keep all gas, oil and solid fuel appliances operating correctly during the contract period. The Contractor shall also have all appliances checked following the completion of the works, this shall include a suitable certificate for each appliance i.e., CP12 for gas appliances.
- iii. Any works undertaken during the contract on gas installations, shall be carried out by competent persons i.e., GasSafe Registered installers only. All works shall be in accordance with all current gas regulations and in particular, the Current Edition of the Gas Safety (Installation & Use) Regulations. The Contractor is to supply to the Contract Administrator the names, registration number and copy of current GasSafe certificate showing which areas of work that can be undertaken by each individual or sub-contractor.

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- IV. At no time shall the Contractor allow any gas oil or solid fuel appliance to operate if it is in an unsafe condition due to either the works being undertaken by the Contractor or due to vandalism.
- V. The Contractor shall also include a section within the Construction Phase Plan to cover all work relating to gas, oil and solid fuel appliances. The Contractor's health and safety plan shall state the precautions to be taken by the Contractor to ensure no gas, oil or solid fuel appliance operates in an unsafe condition due to their works. The Contractor shall also state within the health and safety plan how they intend to protect any gas, oil or solid fuel appliance and their flues from vandalism during the course of their works.
- VI. It is the Contractor's responsibility to identify any possible risks to the safe working of gas, oil or solid fuel appliances while undertaking their works. The Contractor shall also inform the Contract Administrator/Engineer of any risks with regards to the safe operation of any gas, oil or solid fuel appliances while the Contractor is on site and their proposals to remove or reduce the risk to an acceptable level.
- VII. At no time shall the Contractor carry out works to a gas, oil or solid fuel appliance without first isolating the appliance and ensuring that the appliance cannot be used during the works.

6.02 UNAUTHORISED ACCESS TO FLUES AND VENTS

The Contractor should be aware (apart from planning and controlling the physical work and storage of materials on site, so as to not compromise the efficiency and effectiveness of flues and vents) that scaffolds etc., may lead to unauthorised access by persons with intent to disturb, damage or otherwise block flues and vents. Safeguards must be put in place by the Contractor to avoid any compromise of flues and vents. If any protection or other work is to be carried out to flues or vents this work must be approved by a GasSafe Registered Engineer.

7.0 **SPECIAL PRECAUTIONS**

- 7.01 Special precaution shall be taken to ensure that the security of scaffold is maintained both during the progress of works and outside of working hours.

8.0 **SITE MANAGEMENT**

For each individual works order, the Principle Contractor shall be required to comply with all of the following requirements (Clauses 8.0 – 10.0):

8.01 MANAGEMENT STRUCTURE

- 1 The Principal Contractor is to provide an outline of his management structure developed to enable the proper communication of health and safety information, between the Principal Contractor and all Contractors and Sub-Contractors including those with whom he has no contractual relationship. This structure should include the following:-
 - .1 Names and experience/qualification of Site Management.
 - .2 Name of Site Safety Officer.

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- .3 Name and location of First Aid Officer.
- .4 Training requirements.
- .5 Arrangements for feedback of health & safety information between operatives and Principal Contractor.
- .6 Site rules, including details of procedures for ensuring compliance with Health & Safety requirements.
7. Details and locations of the Principal Contractor's Procedures Manual and means of ensuring compliance. This information will also be incorporated within the Health & Safety Plan and a copy held by the CDM Co-ordinator.

8.02 PROCEDURES MANUAL

A copy of the Principal Contractor's Procedures Manual is to be kept on site and made accessible to all site operatives. A further copy is to be provided on request to the CDM Co-ordinator. This manual is to include procedures for dealing with serious and imminent danger, such as evacuation of injured personnel from confined spaces as well as procedures for normal site activities.

8.03 HEALTH & SAFETY POLICY

A copy of the Principal Contractors Health & Safety Policy is to be made available to all site personnel including those with whom the Principal Contractor has no contractual relationship. In addition where subcontractors or contractors have their own Health & Safety Policy, specific to their tasks, it is incumbent upon the Principal Contractor to ensure that the subcontractor or contractor has his own procedure for ensuring compliance and that this procedure is being monitored by the Principal Contractor.

8.04 SITE RULES

It is incumbent upon the Principal Contractor to develop site rules for the maintenance of health and safety, and enforce them under his statutory responsibilities under the Health & Safety at Work Act. These rules shall be developed to take into account the contractors own procedures and policies and to allow for changes in the method and content of the Works, and should contain reference to the following items:-

8.05 PERSONNEL

- i Visitors to be provided with identification badges.
- ii. Visitors' Book to be kept at all times
- iii. Record of staff on site to be kept daily or more often as appropriate.
- iv. Site rules to be clearly displayed for operative's compliance.
- v. Contractors and subcontractors responsibilities under CDM to be to clearly displayed on site.
- vi. Develop means of obtaining feedback on Health and Safety matters from operatives and contractors.

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8.06 TRAINING

- i. All operatives are to be trained in the tasks which they are performing. Confirmation of this training is to be provided and a register kept by the Principal Contractor.
- ii. Site orientation training is to be give to **all** contractors and operatives **new** to the site. Particular reference is to be give to ensuring contractors are aware of specific requirements regarding any occupation of the site and the type of residents.
- iii. Provide a guide on site safety for all employees and any external contractors.

8.07 MONITORING & CONTROL

- i. Procedures for complex works are to be developed with all personnel involved in the procedure briefed in the contents, particularly safety requirements. Briefings are to be recorded listing the names and date upon which each individual was briefed and a checklist provided to ensure compliance.
- ii. Ensure clear and unambiguous lines of communication are set up, to manage health and safety. Employee's responsibilities are to be clearly defined.
- iii. Set out requirements for safety in advance and ensure they are communicated to all personnel.
- iv. Set up procedure for obtaining feedback from personnel.
- v. Arrange for site safety inspection on a minimum two-weekly basis and more often as required by certain procedures.
- vi. Hold a monthly meeting to review health and safety matters mad monitor progress of the systems.

8.08 EMERGENCY PROCEDURES

- i. All operatives are to be made aware of and comply with the fire alarm and evacuation procedures for the site.

8.09 PERMITS TO WORK

- i. Hot Works Permits required for all works involving fire risks.
- ii. Scaffold Certificates and Register of Inspection F91 Part 1 Section A.
- iii. Hoist Certificates and Register of Inspection F91 Part 1 Sections C to E.
- iv. Record of Weekly Inspection of Excavation F91 Part 1 Section B.
- v. Certificate of thorough test and examination of Lifting Plant to be provided by Plant Hire Subcontractor.
- vi. F2346 Abrasive Wheels Register to be kept together with F2347 dangers arising from use of Abrasive Wheels
- vii. Permits for working in confined spaces, including limitation of number of trades present and procedures for emergency evacuation.

8.10 HOT WORKS PERMIT PROCEDURES

In order to minimise the risk of fire damage to buildings and contents during the work involving an exposed heat source, e.g., blow lamps, welding equipment, angle-grinders, hot air-blowers, tar-boilers etc., the Council and its insurers require that a Hot Works Permit procedure is followed. The Contractor shall:-

- i. Undertake a check before commencement of any new phase of hot works covering:-
 - The heat producing equipment and the arrangements for safe handling of gas canisters.

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- Fire fighting equipment and alarm procedures including operators' training
 - The working environment within 15 meters of the work area to be cleared or adequately protected including areas which could be affected by heat transference.
- ii. Maintain a fire watch for 30 minutes on completion works.
 - iii. Make a final check on the working environment after 60 minutes.

A single document shall be used to record these checks. The Contractor shall provide this to the Contract Administrator upon demand for retention with the contract records.

9.00 **CONTINUING LIAISON**

9.01 MONITORING

The Site Safety Officer shall inform the CDM Co-ordinator in advance of his carrying out site visits to enable joint visits to be carried out if considered necessary by the CDM Co-ordinator. In addition, meetings between the Site Safety Officer and the CDM Co-ordinator may be called by the CDM Co-ordinator in order to review health and safety matters, monitor the progress of the systems, and enable the effect of minor changes in design to be taken into account.

9.02 CONTRACTOR'S DESIGN

Elements involving a significant amount of contractors design together with designs prepared by the temporary works engineer are to be passed to the Contract Administrator in the normal way for approval with copies to be sent to the CDM Co-ordinator for his comment. Contractors are to be reminded that their design input is covered by Regulation 13 of the CDM Regulations and they should apply the principles of prevention and protection in the development of that design, and to ensure its co-ordination with the work of the design team.

The names and addresses of all temporary and permanent works designers involved in the preparation of designs for these works are to be provided to the CDM Co-ordinator by the Principal Contractor.

9.03 DESIGN CHANGES

Where design changes are envisaged or unforeseen eventualities occur requiring a change in design which may have an effect on health and safety, these shall be indicated by the Principal Contractor to the Contract Administrator and CDM Co-ordinator at the earliest opportunity.

In addition, the Principal Contractor should monitor the effect of all Contract Administrator's Instructions to determine whether they have health and safety implications.

9.04 STANDARDS

General compliance with all relevant Health & Safety Legislation, HSE Guidelines and British Standards, relating to health and safety shall be made by the Principal Contractor. The Principal Contractor is to hold and have access to all relevant documentation during the course of the works and contractors are to ensure they comply with these requirements.

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9.05 HEALTH & SAFETY FILE

The Principal Contractor is to provide the CDM Co-ordinator with all information relevant to prepare the Health & Safety File and O&M Manuals, no later than two weeks before Practical Completion.

The file should be prepared in A4 format and should be presented in a ring binder and on a CD in 'Microsoft' Word format. A copy of the format of the H&S File will be provided to the Principle Contractor within the scheme specific Pre-Construction Information. The production and presentation is to be discussed at regular site meetings and updated by the Principle Contractor and CDM Coordinator as work proceeds.

10.00 **ACTION REQUIRED BY THE CONTRACTOR**

10.01 The Contractor shall provide a construction phase Health & Safety Plan for the approval by the CDM Co-ordinator before commencement on site. The Contractor shall provide method statements as required during the course of the works to the Contract Administrator. In particular the Contractor's attention is drawn to the following:-

- (a) If hot working is required the Contractor shall provide details of their Hot Works Permit procedure to the Contract Administrator and provide records to show compliance with that procedure.
- (b) The Contractor shall provide details to the Contract Administrator on how they will comply with the requirements of Section 6.0 above concerning Gas, Oil and Solid Fuel Safety.

10.02 List other particular risks, hazards, or issues to be addressed by the Contractor:

APPENDIX D

**CODE OF PRACTICE FOR CONTRACTS
INVOLVING WORKS ON COUNCIL PROPERTIES**

APPENDIX D

CODE OF PRACTICE FOR SAFETY ON CONTRACTS INVOLVING WORKS ON COUNCIL PROPERTIES

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21. URGENT WORKS

22. SAFETY, HEALTH AND WELFARE OF WORKPEOPLE, OCCUPANTS OF THE PREMISES AND PUBLIC

1.0 GENERAL REQUIREMENTS

When working in or on housing properties or estates, the Contractor shall provide for the efficiency protection of the public including residents and all other persons occupying or using the premises or adjoining premises, including unauthorised persons. The Contractor shall take all necessary precautions to safeguard Health and Safety of the public, with particular attention to the matters detailed below:-

All premises are deemed to be occupied at all times.

This code is in addition to all common law and statutory obligations and other Authority Codes of Practice on Health and Safety matters. The Contractor shall comply with this code which may be amended from time to time at the Authority's discretion.

In no circumstances do any of the requirements of this code imply that contractually the Contractor should take instructions from anyone other than the Contract Administrator.

2.0 APPOINTMENT OF CONTRACTOR'S LIAISON OFFICER

The Contractor will be required to employ a full time resident liaison officer(s) (RLO(s)) for the duration of the works on site (numbers to be employed to meet the requirements set out in the tender documents and/or by agreement between the Contractor and the Employer).

The Contractor shall identify a senior member of their site staff, acceptable to the Contract Administrator, who will carry out the duties of Contractor's Resident Liaison Officer. They shall conduct and maintain day-to-day communications in respect of works with an individual Building/Property Occupier and with the Authority's Representative whose name shall be notified to the contractor. The Contractor shall inform the Contract Administrator and the Building Occupant/Resident of the identity of the Resident Liaison Officer in writing.

The Resident Liaison Officer's duties are to be treated by them with priority over any of their other duties in respect of the works, except where so doing would involve an increase risk of injury. The Resident Liaison Officer shall inform the Contract Administrator in writing where appropriate, of all communications between themselves and occupiers/residents, and where necessary they shall attend meetings outside normal working hours.

Part of the Resident Liaison Officer's responsibility shall be to inform the Building Occupier/Resident of the timing and progress of work at their individual Council Properties and/or immediate communal area, also to ensure that facilities are maintained for occupiers/users including those with special needs e.g., the disabled.

The Contractor's Resident Liaison Officer shall be on site at least within the periods stipulated in the Contract.

The Contractor's Resident Liaison Officer may on small contracts be responsible for more than one site but contact must be possible to the Contract Administrator.

3.0A PROVISION OF SITE SUPERVISION

The Contractor shall provide full and adequate site supervision during the progress of the works and shall keep a competent and authorised agent or general foreman, approved by the Contract Administrator (whose approval may be withdrawn at any time), available at all times. Where required by the Contract Administrator, such authorised agent shall give their whole time to the supervision of the works and must be able to receive and act promptly (on behalf of the Contractor) upon all instructions issued by the Contract Administrator or any person authorised by law to give instructions on Health and Safety matters.

Where danger from falling objects or similar risks exist the Contractor shall provide general purpose industrial safety helmets complying with BS5240 (or any amendment or substitution of that BS) for the use of all the Authority's Officers or Servants visiting the site in connection with the works, and shall ensure that any special hazards are drawn to the attention of visitors to the site. The Contractor shall also ensure that all persons working on the site wear safety equipment where required.

All persons entering premises where building work is being undertaken whilst the normal operation of the establishment continues, shall report to the Building Occupier or their representative and the Contractor's site supervisor.

Where building works are undertaken in areas which have been handed over for the sole use of the Contractor, then all visitors shall report to the contractor's and/or the Authority's representative on the site.

3.0B BUILDING MANAGER

Where a Building Manager is responsible for staff and or residents and health and safety (e.g. Sheltered Accommodation and the like) all persons entering premises where building work is being undertaken whilst the normal operation of the establishment continues, shall report to the Building Manager or their representative and the Contractor's site supervisor at the beginning and end of each day.

Where building works are undertaken in areas which have been handed over for the sole use of the Contractor, then all visitors shall report to the Contractor's and/or the Authority's representative on the site.

4.0 ERECTION OF SITE PERIMETER FENCING

All aspects of fencing and protection shall be confirmed at the site pre contract meeting.

Those parts of the site which are not required by occupiers or the public for access shall be enclosed within a fence to a minimum height of 2.0m (two metres) and which is a sufficient solid obstacle to prevent the ingress of unauthorised persons, particularly children, unless this is already achieved by an adequate boundary wall, or other adequate barrier.

The Contractor shall also maintain an adequately fenced materials compound, the siting of which shall be approved by the Contract Administrator at the pre contract site handover meeting. Materials and plant shall be stored within the compound until required.

The contractor shall provide all necessary padlocked entrance gates, to be securely closed at all times and to be kept locked whenever the site is left unattended, and shall move or adapt the fencing etc., as and when required during the progress of the works and shall dismantle and remove at completion of the works, but not until all danger to the occupiers and the public has ceased.

5.0 (i) SCAFFOLDING - ERECTION, PROTECTING AND DISMANTLING

All scaffolding erected shall comply with: -

1. BS EN12811-1 2003.
2. BS6399 Part2
3. The B.S.I Code of Practice BS 5974: - Temporary Installed Suspended Scaffolds and Access Equipment

Or any amendments or substitution of these regulations at such time in force.

(ii) **BARRIER FENCING AROUND SMALL WORKS OR SCAFFOLDING.**

Where ladders, scaffold, cradles, towers etc., are to be in position for less than a working day, at least a barrier of warning tapes or similar is to be provided two metres clear of the scaffold etc. During this period scaffolds, ladders etc., must not be left unattended when erected.

Where small works are to be undertaken or where scaffolding, towers, cradles are erected, and positioned for more than a working day, a fence/barrier shall be provided to prevent unauthorised access to the scaffolding etc. The barrier shall consist of boarding, sheeted timber or narrow gauge wire fencing with a minimum height of 2.0m and be erected 2.0m from the base perimeter of the scaffolding etc.

Where there is a risk of debris falling within the confines of the barrier fencing, this fencing shall be of solid construction i.e. sheet boarded.

Where the 2.0m distance from the scaffold cannot be maintained, the fence should be fixed to the face of the scaffolding and an overhead fan installed to provide the 2.0m wide protected distance.

When erected on existing paving the fencing shall be supported so as not to damage the paving. This fencing is to be erected at the initial stages of the scaffold erection.

The contractor shall maintain the entire fencing, gates, fans, screens, planned footways, guard-rails and gantries and shall obtain all necessary licences (including renewal of any existing licences) and pay all fees in connection therewith, the amounts of which shall be deemed to be included in the Contract Sum.

Before any works are undertaken in the vicinity of glazed roof lights or similar fragile material, these areas are to be suitably protected from damage by falling objects. Any similar areas which may be affected by scaffolding or other works are also to be protected.

Areas which are sensitive to being overlooked (e.g., toilets, changing rooms, showers, etc) shall be screened prior to works, being undertaken. Normally this means prior to any scaffolding works and not after its completion.

(iii) **GENERAL**

The use of mobile tower scaffolding will not be permitted with a working platform higher than 10 metres above ground level.

Where scaffolding is required to carry out works, the following requirements are to apply: -

- (a) The Contractor is fully responsible for all aspects of scaffolding, which is only to be erected by Subcontractor firms who are registered members of the National Access and Scaffolding Confederation (NASC).
- (b) The work shall be undertaken by experienced and competent operatives and supervisors.
- (c) The scaffold shall be capable of supporting the loads for which it is intended to be used, including such allowances as necessary for wind loading.
- (d) A scaffolding Certificate shall be provided for all scaffolding, including after any alterations or additions.
- (e) All scaffolding shall be rigidly connected with the building or other structure unless the scaffold is so designed and constructed as to ensure stability without such connections.
- (f) Scaffold ties must be fixed as necessary during the erection of the scaffold as each lift is completed. Care should be taken to ensure stability of the scaffold during dismantling.
- (g) The first ties shall be at or below fan level.
- (h) Every scaffold shall be rigidly connected with the building or other structure. Ties shall be either Hilti type ties or physical ties through the tops of the windows. For ties through the tops of windows, adequate security shall be provided, i.e., windows are to be secured and screens erected over the open area to provide weather protection in addition to security to the satisfaction of the Contract Administrator.
- (i) Alternative means of fixing ties may be used, but only when authorised by the Contract Administrator.

- (j) All scaffolds, perimeter/barrier fencing etc. may only be erected or dismantled when the common or surrounding areas are clear of residents, other occupants or members of the public. Similar precautions are to be taken when mobile towers are moved. The Contractor shall ensure that his Resident Liaison Officer is consulted upon all scaffold erection, dismantling or alterations including works to any hoists and the like prior to commencement of same and is advised when these operations are to begin and their expected duration. The Resident Liaison Officer shall supply this information in writing to the Building Manager and Contract Administrator so that the period during which these activities may be taken, can be agreed and any temporary barriers installed to maintain clearance of areas.
- (k) Where doors/entrances/public access ways occur in occupied premises, fans are to be provided which shall be of adequate construction and additionally have unbroken sheeting which abuts the fabric of the building and projects as far as barriers fencing, and all scaffold tubes are to be arranged so that full operation of the doors is not impeded. Additional requirements will be necessary if wet or very dusty conditions occur. If natural or artificial lighting is obscured the additional lighting shall be provided. No scaffold tubes shall protrude into an access way whether on or off the scaffolding. Caps shall be provided to protect ends of tubes.
- (l) Where works are to be undertaken involving the use of chemicals and/or other hazardous processes/materials, work is not to proceed until the Contract Administrator has agreed the working procedures. The procedures will cover areas such as: - Storage, restrictions in working hours; restrictions in building/communal areas use; protection; planning of works and communication with Building Managers.
- (m) Where works are to be undertaken above occupied areas full protection must be afforded to the occupants below.
- (n) All scaffolds, towers, cradles, etc., are to be maintained in a safe condition. It is the Contractor's responsibility to inspect as required and to sign the statutory registers within the seven days immediately prior to their use, and to obtain a Handover Certificate from the scaffolder.
- (o) All working platforms shall be adequately supported and fully boarded out, this shall include the provision of guard-rails and toeboards, and where there is a risk of materials being displaced, brick guards together with extra sheeting out or sealing of the working platform where demolition or similar type operations are being carried out. The contractor shall supply and fix full height debris netting to the entire perimeter of the scaffold.
- (p) Ladders are to be adequately tied and access and egress to them to be kept clear at all times. Ladders at ground level shall be removed at the end of each working day. Both ladders and ropes to be secured out of reach of children and unauthorised persons generally.
- (q) Satisfactory storage arrangements for scaffold and fittings are to be agreed with the Contract Administrator prior to their arrival on site to ensure they are not strewn around the site.
- (r) All electrical equipment on site to be at or below 110 volts unless alternative protective measures have been agreed with the Contract Administrator.

(iv) **LADDERS**

Ladders must be in good state of repair and strong enough for the work to be undertaken from them. They should always be checked before use for any damage, wear or faults. If defective the ladder must be replaced.

Ladders must not be painted or otherwise treated so as to conceal any defects.

Ladders must be placed at an angle of 75° (1:4) to the supporting structure.

The foot of the ladder must be on a firm level base and the ladder should be of adequate length for the job, and must extend at least 1.07m above platforms.

The ladder shall be securely fixed at its upper resting point or where this is impracticable shall be fixed at or near its lower end.

No movement of ladders shall be permitted while the area is in occupation. Protection of the working area is essential.

6.0 **HOIST**

Where operations require that the Contractor provides a hoist for the movement of materials it is essential that the control of the hoist and its use is strictly supervised by the Contractor's site personnel.

Prior to undertaking works associated with hoists, the same procedures regarding information shall apply as for scaffolding.

All hoists erected shall comply with current regulations. Some of the more relevant points which must be strictly adhered to are: -

- (a) Hoist tower must be adequately tied in (at every lift) to the scaffolding and/or building as necessary.
- (b) Hoist tower and hoist motor area to be adequately fenced-in with suitable type fencing material.
- (c) Landing gates to be kept closed at all times except when having to be opened for the passage of workers and materials.
- (d) Accessway to the hoist platform at ground and all other levels to be kept clear at all times.
- (e) Only trained hoist drivers are to operate the hoist from one position only, preferably at top level from an outrigger platform with good visibility to all landings, should be provided.
- (f) Under no circumstances should any persons be permitted to ride on a hoist platform.
- (g) At the end of the working day the hoist motor and tower should be immobilised and effectively secured.

- (h) The hoist shall be inspected once a week and the necessary entry made in the Lifting Appliances section of the relevant register. This also includes giney wheels used for the purpose of raising and lowering materials.
- (i) Hoist platform to be left at ground level at the end of each working day and the gates locked.
- (j) Test certificates to be provided before the hoist is put into use and thereafter every six months or after substantial movement or repair.

7.0 PLANT AND MATERIALS **(INCLUDING ASBESTOS AND STRIPPING PAINT)**

The Contractor shall provide the Contract Administrator with all relevant information on any dangerous, noxious or offensive substance or process to be used or handled on site, which might present a risk to the health and safety of the public or persons visiting the premises.

This information shall include details of the substance or process to be used or handled, and the precautions and protective measures the Contractor intends to take. Such information shall be provided at least 14 days before the substances or process is to be used or handled, or immediately if a dangerous substance e.g., asbestos is discovered unexpectedly. The Contractor should be aware and take notice of the regulations regarding the Control of Substances Hazardous to Health (C.O.S.H.H.).

The Contractor shall ensure that all plant and materials are placed and used and all operations carried out in such a manner as to prevent injury to persons or loss, access or damages to property. Plant and materials shall not be left unattended on balconies, corridors, hallways, staircases, in playground or in there common areas, without adequate safeguards.

The Contractor shall take measures to minimise the effect of construction noise by applying those recommendations contained in BS 5228 (or any amendment or substitution of that BS), and in particular Clauses 23 and 24 section 5 and Table 6 of Appendix G of that code which are applicable in the circumstances.

The Contractor shall use the most effective noise reduction measures available, and plant likely to cause disturbance may only be used within the periods previously agreed by the Contract Administrator and Building Manager.

Where site activities are possibly going to create a large amount of dust then specific precautions should be undertaken.

Some alternatives are:-

Sealing all openings adjacent to the works, totally enclosing the work area, damping down area, localised dust extraction.

Even with these precautionary measures incorporated in working procedures the Contract Administrator and where applicable, Building Manager, should be forewarned of such problems so that addition cleaning provisions may be considered for the duration of these activities.

ASBESTOS

Asbestos based materials

A significant proportion of the Authorities buildings contain amounts of asbestos products in varying degrees. In all areas of the buildings where work is to be undertaken the Contractor, prior to commencement of works, shall ensure that no asbestos contamination will occur, and shall constantly be vigilant to the possibility of finding asbestos during the course of the works and take the necessary immediate precaution.

All works in connection with asbestos products shall in accordance with the Authority's Codes of Practice on Asbestos Removal and Air Monitoring.

The Contractor is to refer to the Pre-Construction information and the Asbestos Register, access to which will be provided to the contractor, for details of known asbestos within the premises. In any event all work shall proceed with caution allowing for the probability of asbestos being present in any location throughout the premises.

If during the course of the contact, materials suspected of containing asbestos are found, the suspect material should not be disturbed. The Contract Administrator should be informed immediately by the Contractor.

The Contractor shall not permit any person other than trained operatives wearing the proper respiratory and other protective equipment into a building or part of a building where the Authority's asbestos guidance level is or may be exceeded.

Before reoccupation of any part of a building may take place after asbestos removal work, the occupational safety unit or air monitoring consultant must provide a clearance Certificate.

STRIPPING PAINT:

THE CONTROL OF LEAD AT WORK REGULATIONS 1980

It is likely that on many painting contracts, there will be some stripping of internal/external paint. Much preparation work can be done by rubbing down and scraping, the rest requiring stripping. The specification allows either chemical or heat stripping externally, Because it is the traditional, quicker, cheaper, less messy and probably more effective way, burning is usually preferred externally. Dry rubbing down of known lead paint is prohibited under the Regulations.

The safety precautions required for stripping and rubbing down of all internal and external paintwork throughout the building are detailed below: -

1. If the premises are to be occupied while stripping of paint is taking place, then the Resident(s), Building Occupants and where applicable, the Building Manager, of every establishment where paint is to be stripped is to be advised in advance of that fact and of the times these operations are to take place.
2. When stripping is taking place, dust sheets should be placed beneath the work area to catch ALL stripped material, whether it is removed by burning, scraping, rubbing down or chemical means. Plastic sheets must not be used when burning off is carried out.
3. Cleanliness during the course of the contract is essential, e.g., periodic cleaning up of the floors, paths etc., beneath areas stripping is to take place regularly during the day while work is in progress. Cleaning up should always be done immediately before any known major use of the area, unless the work area, including any area into which stripped materials or dust is allowed to fall, is fenced off.
4. All rubbing down after stripping must be with wet abrasive.
5. Dust from rubbed down areas both internally and externally is to be dampened down and swept up at the end of each working day and removed by industrial vacuum cleaner.
6. Dust sheets used to protect where stripping has taken place must not be subsequently used elsewhere on the site unless they are thoroughly cleaned first off the site in an approved manner.
7. Burning off, of doors, windows etc., must not take place while the rooms they serve are occupied.
8. Where paint is not stripped, all rubbing down of paint shall be with wet abrasive and debris removed before it dries.
9. After cleaning up, all debris from stripping is to be collected, placed in sealed receptacles and disposed of by the Contractor immediately following stripping. It must not be stored on site nor placed in Council dust bins etc. The area beneath the stripped components is to be thoroughly swept, washed if internal, or if external, hosed down to nearest gully or removed by industrial vacuum cleaner.

8.0 SECURITY

Buildings, where scaffolding or other access equipment is to be erected, are more vulnerable to security problems than normal.

When work areas are bounded by substantial perimeter fencing this is not always an adequate measure to prevent intruders gaining access to the premises. Similarly where financial constraints are such that only a barrier fence is provided, alternative security measures may need to be taken. Added security should be provided in both these cases, in the form of those items set out below, either individually or a combination of methods, to achieve an acceptable deterrent to intruders. These measures are to be defined and agreed at the site handover meeting. The following options should be considered: -

1. All windows in the vicinity of the access equipment to be secured to prevent ingress.
2. Screens/Plywood Panels to be fixed to areas of high risk
3. Additional fencing around higher elevations of scaffolding i.e., near entrance railways.
4. Lower lifts could also be additionally secured by fencing or boards.
5. Additional patrols of Contractor's or security personnel.
6. Where scaffolding ties pass through open windows, these are to be secured and plywood screwed to the inside of the windows over the open areas, to the satisfaction of the Contract Administrator.
7. Ensure the procedures for checking security especially on painting activities or other works of maintenance to windows.
8. All points of Contractors access to the premises to be adequately secured nightly.
9. Contractors to ensure that all existing external window grilles and/or locks are replaced on completion of the works.
10. Scaffolding or the building works not to interfere with or provide access to any part of the alarm systems i.e., alarm wiring, sensor units, door contacts, control panels, strobe light units, door contacts, control panels, strobe light units, etc.

9.0 SAFEGUARDING VEHICULAR ACCESS TO SITE

The Contractor shall take all precautions to eliminate as far as is reasonably practicable, the danger to the occupiers or the public arising from the entry and exit of the Contractors and/or Sub-Contractors vehicles to and from the site. This shall include, where practicable, separate access to the site for Contractor's personnel, plant and equipment for the whole duration of the works, as agreed with the Contract Administrator and where present, the Building Manager.

Efficient warning of movement of vehicles to members of the public highway and to persons within the site shall be provided as necessary.

10.0 SAFEGUARDING PUBLIC ACCESS TO PARTS OF SITE

Those parts of the site that must remain open to the occupiers or the public shall be provided with proper footways, guard-rails and other protective measures to ensure the safety of the occupiers or the public. The Contractor shall also provide and maintain temporary access facilities where necessary. Where scaffolding is erected over or adjacent to an entrance which is to remain in use, effective screens and fans shall be provided. The Contractor shall not block the access of occupiers or the public, to roads parking areas or pathways during the progress of the works. Excavations of more than 2m deep or more than 1m where water is likely to collect, shall be fenced in accordance with section 4 and 5 (II) of this code, and small excavations shall be appropriately and adequately protected. Suitable warning notices shall be erected in accordance with section 14. Stop-blocks or similar barriers shall be provided where required to stop wheeled vehicles from manoeuvring too close to excavations or scaffolding.

11.0 SAFEGUARDING ACCESS WITHIN PREMISES

Wherever works are to be undertaken the area around the works shall have barriers (where potential hazard exists) or warning tapes if adequate. The Contractor shall continuously maintain existing access, or if necessary provide alternative access facilities to lifts, stair cases, lobbies, hallways, corridors, refuse facilities etc, and shall ensure that work within lobbies, corridors and stair areas proceeds in orderly safe manner. Under no circumstances are the corridors, staircase, intake cupboards, WCs, or emergency escape routes to be obstructed with plant, materials, etc unless by prior agreement with the Contract Administrator.

Materials shall be distributed on a day to day basis with no localised storage. Contractor's site operatives, plant or materials are not to be transported by the lift. The Contractor shall remove all rubbish, plant, tools and materials from areas used by the occupiers to a central storage point as works proceeds and specifically at the end of each working day and at completion. On no account shall intake cupboards or WCs be used for storage or for the disposal of waste. On completion the Contractor shall also properly clean floors, woodwork, steps, yards, clear out all gutters, drains and gullies and leave the whole of the works in a clean, sound and fit condition for occupation.

12.0 WORKING OVER OCCUPIED AREAS

Works which are to be undertaken above areas which may be occupied must be so carried out to prevent any risks to occupants otherwise the occupants shall be asked by prior agreement to vacate the area for the duration of work, and the area to be secured against re-occupation.

All plant and materials, whether of a temporary - or permanent nature, which could cause danger due to a risk of falling, must be positively fixed into the structure.

13.0 PROTECTION OF PROPERTY

The contractor shall take all necessary precautions to ensure that nothing is done which is likely to endanger the stability of the works or buildings, whether new or existing, including that of adjoining properties that may in any way be endangered or affected by the works being carried out. The Contractor shall be provided all shoring, strutting, needling and other supports and shall take all other precautions and adapt such other expedients as may be necessary to preserve the stability of the above-mentioned buildings and/or properties, and to protect the same from damage and/or settlement. No part of these protective measures shall be taken down or removed until all risk of damage or settlement is past, and all work involving such risk is to be executed in such portions as will minimise the risk as far as possible.

14.0 FIRE PRECAUTIONS

In addition to any fire precautions required by the various Acts, Bye-Laws and Regulations the Contractor shall ensure that all fire access routes are kept clear at all times. Combustible materials e.g. timber is to be stored in agreed storage areas, other than materials required for use in the particular area in which they are being placed. Unnecessary build up of combustible materials must be avoided. Flammable liquids or compressed gases shall not be kept within the building, except in such quantities as may reasonably be required for the day's work. Sufficient numbers of adequately maintained fire extinguishers shall be provided by the Contractor according to circumstances and not less than one extinguisher per floor or scaffold lift. The Contractor is to provide a Fire Risk Assessment with their Health and Safety Plan, ensuring that his works do not compromise the Employers Fire Risk Assessment and emergency procedures.

15.0 PROVISION OF WARNING NOTICES

The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials. All safety signs must conform to current signs safety regulations. Where flammable gases are used on site, the Contractor shall provide and maintain a warning sign incorporating the flame motif and the words 'FLAMMABLE GAS' underneath. Such notices shall be securely fixed externally and prominently where flammable gas cylinders are stored.

It may be necessary to provide the signs in different languages according to Local Ethnic Communities. In such circumstances the Authority's Officers will provide the translation. Such requirements shall be decided at the pre contract site meeting.

16.0 SITE CLEARANCE

The Contractor shall comply with Control of Pollution Act 1974 and the regulations made there under. Water, dust, dirt and other debris caused by the building operations or other work shall be cleared regularly as work progresses and placed in skips, which shall be sited so as to cause the minimum of inconvenience to occupiers and the public.

Skips shall be emptied regularly and shall be adequately fenced off from the surrounding areas and the Contractor shall subcontract carting away only to carriers who are approved by the Authority. The Contractor shall provide proper rubbish chutes and shall ensure that there is no 'bombing' of materials from upper storeys. The Contractor shall take all reasonable steps to prevent water accumulation which may represent a hazard on site.

17.0 MINIMISING INTERFERENCE TO OCCUPIERS AND THE PUBLIC

All works shall be carried out so as to cause the minimum of interference to the residents and occupiers of the premises at which work is being carried out and to persons using the premises, and the public. To achieve this, the works shall be carried out in the sequence and indicative timing agreed with the Contract Administrator at the site handover meeting. The Contractor shall take measures to minimise the effect of all noise on site, and shall ensure that site boards are not placed so as to cause inconvenience to occupiers. All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers.

All plant, machinery and equipment shall be placed and used on the site so as to avoid any trespass or nuisance on adjoining property. Should it be necessary for plant, machinery or equipment to project or operate over adjoining property, the Contractor shall obtain the prior written permission of the adjoining owner and occupier. No operatives employed upon the works shall be allowed to trespass upon the property. If the execution of works requires that operatives must enter upon adjoining properties, written permission shall first be obtained by the Contractor who shall ensure that any conditions imposed by the owners/occupiers of the adjoining properties are adhered to.

18.0 MAINTAINING SERVICES

No diversion of any of the existing services other than shown on the drawings, or described thereafter, shall be carried out without the prior written agreement of the Contract Administrator. Any temporary disconnection of the services which may be necessary shall be done at such time as it is directed by the Contract Administrator and shall be notified by the Contractor's Resident Liaison Officer to the Building Manager where one is present at the premises, a reasonable period in advance. The contractor shall maintain unobstructed access to dry and wet riser inlets and outlets, service cupboards, switch rooms, plant rooms, boiler houses, tank rooms, etc.

Care of Services When Digging

Unidentified underground services may be present in many of the Authority's Premises and great care must be taken when undertaking any excavation works. The Contractor is to use all due care and attention when carrying out excavation and shall immediately report any services found to the Contract Administrator.

19.0 TAKING PRECAUTIONARY MEASURES WHEN SITE IS UNATTENDED

When the site is left unattended:-

- (a) Every reasonable precautions, including the supply and erection of fencing and or barriers should be taken by the contractor to prevent access of unauthorised persons, particularly children, to elevated or other dangerous areas of the site.
- (b) All plant and vehicles shall be immobilised.
- (c) Materials, particularly hazardous substances such as chemicals, gas cylinders and flammables shall be left inaccessible.
- (d) Gas and electricity supplies shall be isolated, or if floodlighting is required, supplies shall be properly protected.
- (e) Scaffolding/hoists shall be treated as described in Section 5 and 6.
- (f) Scaffolding etc., to be erected for less than a working day shall not be left unattended.

The Contractor shall provide all attendance and lighting in accordance with statutory requirements, everything else necessary by day and night for the protection of the public, including the occupiers and unauthorised entrants, and the security of the works.

20.0 REPORTING OF ACCIDENTS AND DANGEROUS OCCURRENCES

The Contractor shall make adequate arrangements for reporting accidents and dangerous occurrences as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 and any amendments, modifications or substitution of/for those regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.

21.0 URGENT WORKS

Where work of an urgent character is instructed, the Contractor shall at once execute all work that may be necessary to make safe for the time being the structure in respect of which any such instructions is given, and shall take every precaution for the prevention of accidents or damage of whatever kind, notwithstanding the fact that in some cases the precise nature of the work to be performed or materials supplied may not be definitely stated. In the event of it being necessary for the Contractor to exercise his discretion in this respect they shall inform the Building Manager of their decisions and at once advise the Contract Administrator in writing of the action they are taking and subsequently satisfy the Contract Administrator who may disallow payments for such part of the work as he/she may consider unnecessary including any claims for overtime. In the event of failure at any time by the Contractor, the Contractor shall be liable for and shall indemnify the Employer against any loss which the Employer may sustain by reason of such non-compliance.

22.0 SAFETY, HEALTH AND WELFARE OF WORKPEOPLE, RESIDENTS, STAFF, OTHER OCCUPANTS OF THE PREMISES AND THE PUBLIC

- 22.1 The Contractor shall comply with all enactment's, regulations and working rules relating to the safety, health and welfare of workpeople, residents, staff, other occupants of the premises and the public. In addition, the contractor shall also note and comply with the following:
1. London Borough of Hammersmith and Fulham's Standing Orders.
 2. London Borough of Hammersmith and Fulham Safety Policy and Codes of Practice (see appendix P).
- 22.2 The Contractor shall comply with his own safety policy and codes of practice and such further codes of practice as may be notified to the Contractor in writing.
- 22.3 The Contractor shall arrange whenever necessary for a suitably qualified or experienced safety officers to undertake inspection of the Contractor's operations work places and equipment. Details of the person appointed with relevant qualifications/experience shall be forwarded to the Contract Administrator together with details of the Safety Officer's functions and where they may be contacted, prior to the contract being submitted.
- 22.4 The Contractor shall not permit any equipment, workplace or part of the service which has a dangerous defect or presents a danger to workpeople, residents, staff, other occupants or the public to be used until such defects have been remedied to the Contract Administrator's satisfaction.
- 22.5 The Contractor shall ensure that his employees are provided with an adequate and suitable supply of protective clothing and other protect equipment as conditions may require. Whenever possible, the equipment and clothing shall comply with the appropriate British Standard. The Contractor shall instruct their employees in the use of protective equipment and clothing, and it shall be maintained in a fit condition. The Contractor shall ensure that protective clothing is effectively worn.
- 22.6 The Contractor shall ensure owing to the nature of the work, or the materials or equipment, that specific instruction is needed about safe methods of work or operation of equipment. Employees shall not commence any such work without first receiving such instruction.
- 22.7 The Contractor shall provide and maintain safe work places, and equipment, and shall organise safe systems of work as to protect their employees, residents, staff, other occupants and members of the public against accidents and conditions injurious to health.
- 22.8 Machines and appliances shall be properly maintained and regularly inspected by a competent person to ensure they conform to relevant safety regulations and British Standards and HSE Guidance Notes. If no safety regulations apply the Contractor shall ensure that the machine or appliances are designed and protected so that they operate safely and without risk or causing injury.
- 22.9 An adequate amount of competent supervisors shall be provided to ensure that the workpeople carry out their duties in compliance with all health and safety considerations.

- 22.10 Mandatory notices and instructions relating to regulations and safe working practices shall be provided to employees and posted in prominent areas.
- 22.11 The Contractor shall inform the Contract Administrator as soon as becoming aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the Health & Safety of its employees or of other persons, or of any conviction on such further information and documents as the Employer may require.
- 22.12 Where the Contractor considers that the execution of any order for work will or is likely to involve any interference with asbestos or any other hazardous substances or installation he shall immediately stop work and forthwith notify the Contract Administrator who will give the Contractor further instructions.
- 22.13 In the event of default by the Contractor in the proper observance of any necessary health and Safety requirements, cancellation of the written order by the Contract Administrator shall not result in the Employer being obliged to reimburse either any costs incurred by the Contractor or the value of any abortive work except to such extent (if any) as those costs or that abortive work were incurred or performed without contravention of the Health and Safety requirements in question.

APPENDIX E

**CALCULATION OF LIQUIDATED
AND
ASCERTAINED DAMAGES (LAD) RATES**

APPENDIX E

CALCULATION OF LIQUIDATED AND ASCERTAINED DAMAGES (LAD) RATES

The rate for Liquidated and Ascertained Damages (LAD) for each Order will be calculated in accordance with the attached Calculation Form and advised to the Contractor with each Instruction to commence an Order.

The current interest rate applicable to the calculation under item A on the Calculation Form is 4.29%. The weekly rate under this item is computed as follows: -

$$\frac{80\% \times (\text{Estimated Order Value plus Fees}) \times 4.29\%}{52}$$

Overall project LAD rates will typically be in the region of £1 per calendar per day per £1,000 of order value, but individual projects rate may higher if there are applicable costs under Items C and/or D of the Calculation Form.

CALCULATION OF LIQUIDATED DAMAGES RATE

PROJECT TITLE

LOSS OF INTEREST CALCULATION	
ESTIMATED ORDER VALUE	£ <input type="text"/>
FEEs	£ <input type="text"/>
TOTAL	£ <input type="text"/>
INTEREST RATE	<input type="text"/> %

A] LOSS OF INTEREST CALCULATION *(from above)* £

B] COST OF PROFESSIONAL OFFICERS TIME *(to be specified)*

CONTRACT ADMINISTRATOR: HOURS PER WEEK @ £45PH £

QUANTITY SURVEYOR: HOURS PER WEEK @ £30PH £

OTHER COSTS (eg: C.o.W Client Officer)

CLERK OF WORKS HOURS PER WEEK @ £ 25 PH £

CUSTOMER CARE OFFICER HOURS PER WEEK @ £ 30 PH £

C] EXPENSES ON ANOTHER CONTRACT CAUSED BY FAILURE TO COMPLETED £

D] COSTS OF A TEMPORARY NATURE AWAITING COMPLETION £

E] FURTHER APPLICABLE COSTS *(to be specified)* £

F] FLUCTUATIONS AS APPLICABLE £

G] MANAGEMENT DISCRETION £

RATE PER WEEK £

LIQUIDATED DAMAGES TO BE STATED AS RATE 'PER CALENDAR DAY'
 (DIVIDED BY 7 AND ROUND TO THE NEAREST POUND) £

PREPARED BY: _____ DATE: _____

REVIEWED BY: _____ DATE: _____
 MDF 18 (20.4.2000)

APPENDIX F

LBH&F CORPORATE SAFETY PROCEDURES

APPENDIX F

LBH&F CORPORATE SAFETY PROCEDURES

INTRODUCTION

The Principal Contractor shall be aware of the Council's Corporate Health & Safety Procedures and shall ensure that all their H&S Procedures and those of any sub-contractors comply with the requirements of the Council's Corporate H&S procedures.

Where there is a conflict between the Contractors policy and or procedures and the Councils procedures these shall be drawn to the attention of the Contract Administrator immediately.

A copy of the Council's Corporate Health & Safety Procedures are available on request through the e-tendering portal.

SCHEDULE OF SAFETY PROCEDURES

- Asbestos Management
- Confined Spaces
- Contractor Management
- CDM Project Management
- Electrical fixed installations
- Equipment Safety
- Fire Safety
- Gas safety management
- Ground Safety Management
- Hazardous Substances and Noise
- Lifting Equipment (fixed)
- Lift Trucks
- Pressure Systems
- Permit to Work
- Play Grounds and Play Equipment
- Traffic Management
- Water Hygiene Management
- Window Cleaning Strategy
- Works at Height inc Ladders
- Work Equipment

Standard Documents/Permits

- Confined Spaces Permit
- Permit to Work Certificate (High Voltage)
- Permit to Work Certificate (Low Voltage)
- Permit to Work Certificate (General)
- Permission to Work Certificate
- Hot Works Permit
- Rules for Contractors
- Works Notification CSSD34

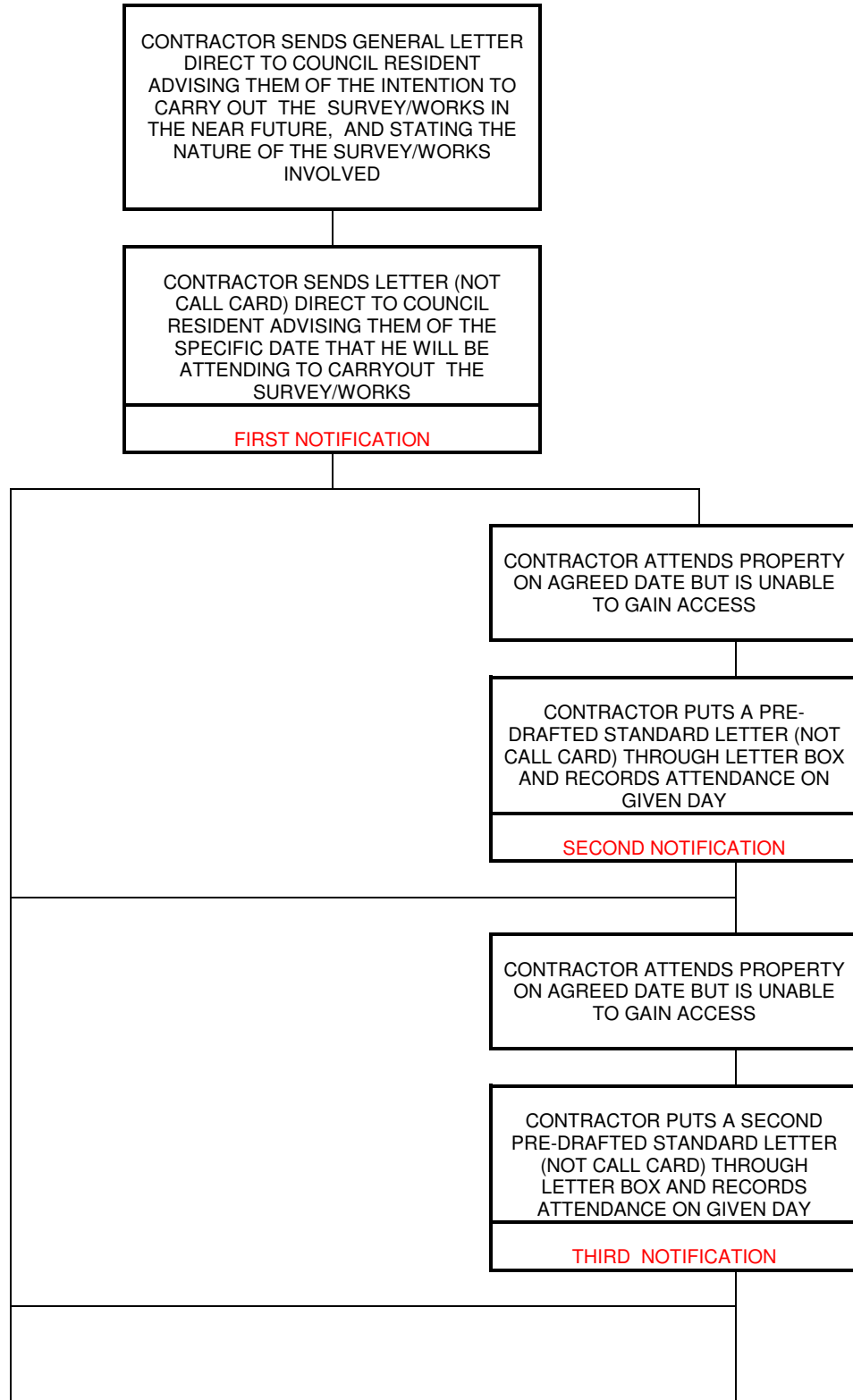
APPENDIX G

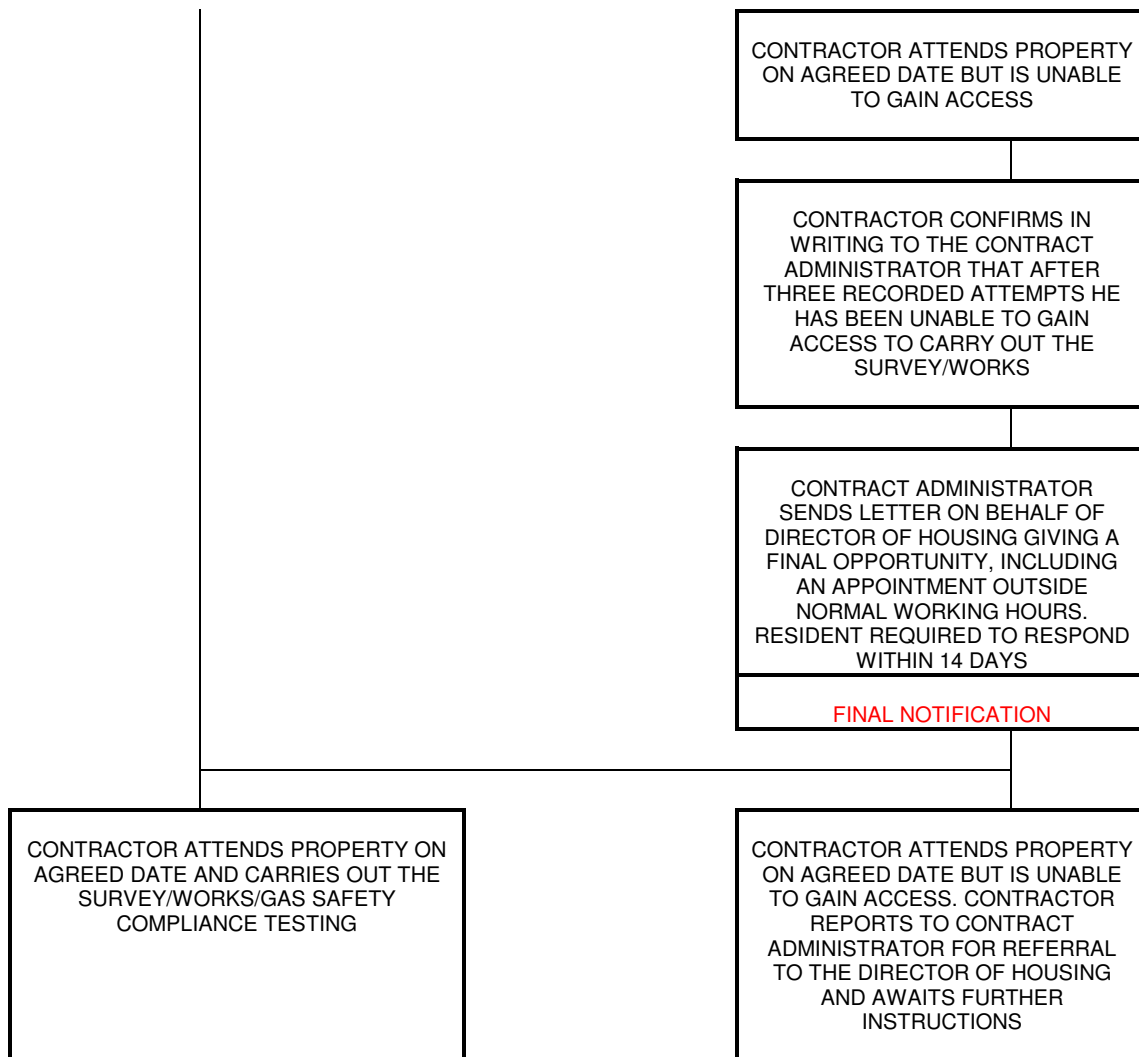
PROCEDURE FOR OBTAINING ACCESS TO PROPERTIES TO UNDERTAKE SURVEYS AND EXECUTE WORKS

APPENDIX G

The Contractor shall strictly comply with the following procedure when attempting to gain access to all flats for the purposes of carrying out all surveys, Gas Safety Compliance Inspections, gas appliance testing, and all other operations in connection with the Works.

PROCEDURE DIAGRAM FOR OBTAINING ACCESS TO PROPERTIES





The contractor shall provide a written record of his attempts to gain access to each property, and the information to be supplied to the Contract Administrator shall be as detailed in the following table. Only the production of all the information required will be sufficient evidence of the Contractor's proper attempts to gain access.

Property:-			
Flat No. X	Operatives Name (Printed)	Operatives Signature	Date letters delivered to resident.
General letter delivered			
First letter delivered			
Second letter delivered			
Third letter delivered			
LBH&F notified			

The Contractor shall provide drafts of his intended standard general, first, second and third notification letters to the Contract Administrator for his prior approval.

APPENDIX H

RESIDENT LIAISON OFFICER JOB DESCRIPTION AND RESPONSIBILITIES OF NOMINATED KEY HOLDER

APPENDIX H

RESIDENT LIAISON OFFICER JOB DESCRIPTION

AND RESPONSIBILITIES OF NOMINATED KEY HOLDER

SECTION A: RESIDENT LIAISON OFFICER JOB DESCRIPTION

Good resident liaison is a key element in ensuring the success of the refurbishment programme and delivering a good quality service to our residents.

The Council considers the RLO to be a key member of the site team and crucial to the success of a project and the first point of contact for dealing with issues and complaints.

The Contractor will be required to employ a full time resident liaison officer(s) (RLO(s)) for the duration of the works on site (numbers to be employed to meet the requirements set out in the tender documents and/or by agreement between the Contractor and the Employer).

The purpose of the RLO is as follows:

1. To create and maintain a good working relationship between residents and the site team.
2. To ensure there is effective communication between the Contractor and residents at all times.
3. To ensure that disruption and inconvenience to the residents, caused by the works, is kept to a minimum.
4. To ensure that the safety of the residents during the works is maintained.
5. To undertake such other duties as are reasonably required and agreed by both the Contractor and the Employer.

The RLO plays a major role in ensuring the success of the Contract and in maintaining the confidence of the residents in Council's and the Contractor's ability to do the work with minimum disruption.

If an RLO is not able to perform these duties to the reasonable satisfaction of the Contract Administrator, then the Contractor will be instructed to dismiss the RLO from the site, and the Contractor shall forthwith employ another.

The Contractor is to provide temporary cover for an RLO's planned absences and any long-term sick leave.

1. SET UP

- 1.1 The Resident Liaison Officer(s) will be provided with a separate office on the site to give privacy to residents wishing to discuss matters relating to the works. The location of the office will be notified to all residents before work starts.
- 1.2 The liaison officer is to be available for one hour of the day in the office and the time to be notified in writing to all residents before work starts.

- 1.3 The RLO(s) is/are to be issued with a mobile phone and the RLO(s) number will be issued as part of the contact details to all residents before work starts.
- 1.4 The RLO(s) will be issued with identity cards along with other site staff.

2 PROJECT TEAM

- 2.1 The RLO(s) will be required to work closely with all officers who are involved in the project on a day to day basis. These officers are the Contract Administrator, Clerk of Works and other relevant H&F Officers. This may also extend to third parties in exceptional circumstances.
- 2.2 The RLO will arrange monthly meetings with the Housing Officer to discuss any issues relating to special needs, access, individual management problems.
- 2.3 The RLO will prepare monthly written reports for site meetings detailing all complaints raised by residents and the action taken and all resident issues requiring discussion and involvement of Council Officers e.g. access issues, complaints, tenancy issues etc..
- 2.4 The RLO shall attend site meetings and out of hours meetings with the Employer or individual tenants and shall be party to other discussions between the Contract Administrator and the Contractor on the subject of revisions to the Contract Programme.

3 PRIOR TO COMMENCEMENT OF REFURBISHMENT WORKS

- 3.1 Attend a briefing meeting with Council Officers to share information, where available, on vulnerable residents (note meeting will consider implications of Data Protection Act), some information may be provided in confidence and needs to be treated in line with the Information Sharing protocol agreed between the Contractor and the Council. The aim of the meeting is to:
 - Identify residents who may find work in occupation particularly difficult and consider strategies to assist the resident and prevent a refusal
 - Before work commences, identify any known residents having a disability who may require special provision and ensure that the Contractor takes note of the resident's requirements whilst undertaking work in their home.
 - Identify residents who may be known to be a possible threat to officers/ operatives and consider strategies to enable the work to go ahead following a risk assessment.
 - Commence a dialogue between the RLO and the Council officers with the intention of offering mutual support and partnership to deal with some of the more difficult resident liaison problems that may occur during the contract.
- 3.2 Where available invite each resident into any show flats prepared by the Contractor to agree elements of the proposed works. The RLO to record resident's preferences/choices and to feed these back to the project team.

- 3.3 Following on from the briefing meeting, make initial contact with every resident to build up a profile giving information on access times or special needs which will make work more difficult for the resident. This information is strictly confidential. Report back to the H&F Officers on findings and convene a further meeting as necessary to discuss difficulties not previously identified.
- 3.4 Ensure every household understands the content of the work, by means of a detailed discussion with the resident about the extent and sequence of works, and what services will be affected, supplemented with a detailed fact sheet. In particular inform residents of the expected time in their home.
- 3.5 Give residents a minimum of 14 days written notice of the date that work will commence in their property. If work includes the erection of scaffold, the RLO notice shall include advise relating to the need for residents to notify their household insurers of the proposed works.
- 3.6 Dependant on the nature of the project, carry out in conjunction with the Employer's representative, an inspection of each property and prepare a written schedule of condition of carpets, decorations, fixture and fittings, valuables, to be signed and agreed by each resident.
- 3.7 Provide clear guidance to residents on the requirements to clear furniture and contents of cupboards etc at the earliest point to facilitate the planned works. Provide residents with temporary storage containers for the contents of the kitchen before stripping out starts. This will also include secure storage facilities to allow residents to safely store valuables and furniture to prevent damage or loss during the course of the works. Offer and arrange assistance with preparing the area for work for those residents who need such help.
- 3.8 Where required by the employer, ensure that a refuge flat/cabin is set up as laid down in the terms of the contract.

4. DURING THE WORKS

- 4.1 Ensure that every operative wears an identity card, so that unauthorised persons do not gain access to dwellings in the guise of workmen.
- 4.2 Encourage residents to refuse entry to any person not wearing an identity card.
- 4.3 Ensure that residents' carpets, furniture and valuables are adequately protected during the course of the works.
- 4.4 Make appointments for each element of the works during the work period, in consultation with the Contractor's site manager and the resident; and to contact residents in advance if an appointment needs to be broken because of exceptional circumstances.
- 4.5 Carry out follow-up visits at set intervals during the works to check that no unnecessary inconvenience is being caused to residents.
- 4.6 Ensure that all services are available at the end of the working day and that the Contractor provides temporary heating, cooking or hot water appliances if services cannot be connected at the end of the working day.

- 4.7 Ensure that all flats are left secure and watertight at all times, and that all dust and debris from the works is cleared away at the end of the working day.
- 4.8 Should any resident complain to the Contractor of theft or any other criminal act for which they hold the Contractor wholly or partly liable, even if disputed by the Contractor, then the RLO shall advise the resident to report the matter to the police (giving assistance to the resident as required), take all particulars, record the event in the file, notify the Contract Administrator and write a full report to be given to the Contract Administrator as soon as possible.
- 4.9 Be prepared to intervene in disputes between the Contractor and residents and offer support to residents in dealing with unforeseen and difficult problems arising from the work.
- 4.10 Prepare written reports for Council Officers on any serious incidents that arise involving residents where further action is likely to be needed from the project team.

5. SITE SAFETY

- 5.1 Be aware of the identity of the Contractor's Safety Officer and report to the Safety Officer immediately any concerns that arise relating to:
 - Providing the public with safe access to and from dwellings and around the site at all times.
 - Ensuring that areas of work adjacent to public areas are fenced off, and that fencing is secured so it cannot be moved around by others.
 - Providing effective direction signs and warning notices to divert residents and members of the public to agreed safe access routes. Signs to be in the language commonly used in the area and in English.
 - Ensuring that access routes, footpaths and roads adjacent to the works are level, free of debris, and swept regularly and that safe access routes are adequate for wheelchair users, carers with double buggies etc.
- 5.2 Check site each evening with the site manager to confirm that all work areas are secure, communal lights are operating, and that the compound area is secure.
- 5.3 Ensure all residents and relevant Council officers are aware of the Contractor's 24 hour emergency maintenance number.

6. ON COMPLETION OF WORKS TO OR IN EACH DWELLING

- 6.1 Ensure that all work to or in a dwelling is completed to the satisfaction of the resident, and to obtain the resident's signature to that effect together with their views on the Contractor's performance- see item 8.6 below.
- 6.2 Note any items of work outstanding and ensure that the Contractor carries out the outstanding work within a reasonable timescale. Confirm with the resident that the work has been completed satisfactorily within the agreed timescale.

6.3 Ensure that each tenant receives all operating instructions and manuals and to demonstrate the operation of all new equipment to the tenants as soon as possible after installation. The RLO is to remain available to give further advice and demonstrations to any tenant who may so require up to the date of full Practical Completion of the Contract.

7. COMPLAINTS PROCEDURE

7.1 Publicise, maintain and implement a simple complaints procedure. Ensure that a complaints book is held at all times in the RLO office and that residents are aware of the register's existence and location.

7.2 Provide a triplicate complaints book/forms on site, in which all complaints whether written or **verbal**, will be entered, and signed and dated by the resident.

7.3 All complaints to be responded to by the RLO immediately. The time within which the complaint shall be resolved to the resident's satisfaction will vary with the nature of the complaint, and the RLO is expected to exercise judgement in this respect, and agree a target date with the resident, Contractor, and the Project Manager.

7.3.1 Resolve all complaints within 10 days of the complaint being made -provide a detailed report for those instances where resolution has not been possible with explanations of action taken.

7.3.2 Monitor progress to resolution, and act upon deviations from target.

7.4 Following resolution the resident should be requested to sign the complaint form confirming that the complaint has been dealt with to their satisfaction.

7.5 Present the complaints book to the Contract Administrator or other H&F representative for inspection on a weekly basis, giving proposed course of action, and to present formal written reports detailing and monitoring all complaints at monthly site meetings.

7.6 The complaints book shall be available for inspection by any member of the Council's project team at any time during the contract.

7.7 If complaints cannot be satisfactorily resolved by the site team, refer the complaint to the Project Team to develop a way forward.

8. CONSULTATION

8.1 Prepare and circulate to all residents a regular news sheet advising residents of the work that is on site and what is planned in the coming fortnight/month and how this affects them as required.

8.2 Send out leaflets any time there is a change to the access arrangements to a particular block or around the courtyard. All major changes must be agreed in advance with the appointed H&F Officers.

8.3 With the provision of appropriate notice, attend all residents' group meetings. These are usually held in the evening.

- 8.4 Ensure that all leaflets and news sheets are available in languages used in the area, (by inclusion of information indicating languages available). To visit residents where he/she is aware that they will have difficulty with leaflets.
- 8.5 Put up a Bulletin Board outside the office to display leaflets and programme information and to give the names and telephone numbers of staff who can be contacted and who will take immediate action in response to issues raised by residents.
- 8.6 On completion of work in each flat obtain the resident's views on the Contractor's performance when working in their flat, recorded on a questionnaire and signed by the resident. Review the responses and present to the Contract Administrator a summary of the residents' views at practical completion.

SECTION B: RESPONSIBILITIES OF NOMINATED KEY HOLDER

- 1.0 The Contractor will appoint a nominated key holder and a deputy key holder from among his site personnel. The responsibilities of the nominated and deputy key holders will be as follows:
 - 1.1 To identify themselves to residents as the nominated key holders.
 - 1.2 To collect flat keys from residents and to maintain the security of every dwelling while the RLO or Contractor has responsibility for controlling access to it.
 - 1.3 To issue receipts to residents upon handover of flat keys and to ensure that residents return their receipts when collecting their keys.
 - 1.4 To be responsible for maintaining the key storage and logging the receipt and return of all keys in a book showing the key codes which is to be kept locked securely away from the key book on collection and return. Should any key be lost or should the security of any lock be in the opinion of the Contract Administrator compromised by misuse or negligence on the part of the Contractor then the Contractor shall at his sole expense immediately replace the affected lock or locks and supply the tenants with 3 keys each.
 - 1.5 The RLO is to ensure that full consideration is given to maintain the security of the property at all times.
- 2.0 Where residents will be absent through work commitments, holidays and the like, the Contractor will offer a key holding facility. The Contractor will provide a secure lockable key cupboard for storage of all keys to properties which are given to the nominated key holder for access to the properties.
 - 2.1 Each key or bunch of keys is to be provided with a key tag and given a security code number so that the keys cannot be identified in relation to the block or any flat except by the nominated key holders.
 - 2.2 If the key cupboard is kept on site the contractor must keep the cupboard locked at all times.

APPENDIX I

ADDENDUM TO THE NATIONAL SCHEDULE OF RATES

APPENDIX I

ADDENDUM TO THE NATIONAL SCHEDULE OF RATES

Remove existing satellite dish from property, extend cable as required and fix to scaffolding including all temporary fixing brackets and the like. Realign dish and check signal. Leave dish fully operational.

Item

APP001	1 no. satellite dish per visit	£75.00 per dish
APP002	2 no. satellite dishes per visit	£70.00 per dish
APP003	3 no. or more satellite dishes per visit	£65.00 per dish

Remove existing satellite dish from scaffolding, and refix to external wall of property including all fixing bolts, brackets and the like. Adjust and reclip cable as required. Realign dish and check signal. Leave dish fully operational.

Item

APP004	1 no. satellite dish per visit	£75.00 per dish
APP005	2 no. satellite dishes per visit	£70.00 per dish
APP006	3 no. or more satellite dishes per visit	£65.00 per dish

APPENDIX J
ADDITIONAL CLAUSES FOR HOUSING PROJECTS

APPENDIX J

ADDITIONAL CLAUSES FOR HOUSING PROJECTS

1. The Contractor's site compound shall be located in agreement with the Contract Administrator and following consultation with the Tenants & Residents Association (where present).
2. The Contractor is to allow for temporary lighting for the purpose of site security and to scaffolding, hoardings, fencing etc.
3. The parking of the Contractor's cars and vehicles on Council Housing Estates will be restricted to areas directed by the Contract Administrator in consultation with the local Area Housing Offices. Where permits are required, the number of permits will be limited. The Contractor is to note that parking restrictions apply and penalty charges will be levied for unauthorised vehicles on Council Estates.
4. The Contractor is to note that the use of communal staircases for access purposes by site personnel and for the carrying of materials shall allow for the free movement of the building users.
5. The use of the existing lifts by the Contractor shall be prohibited for the purpose without the prior written consent of the Contract Administrator.
6. The use of noisy plant will be restricted as detailed in the Preliminaries/General Matters. In particular, no noisy work may be commenced prior to 9.00 am or continue after 5.00 pm.
7. Access to work to, or within, individual dwellings must be by arrangement with the occupiers. If difficulty in gaining access is experienced, the Contractor is to notify the Contract Administrator without delay. Public access to the communal entrances, staircases and lifts is to be maintained and protected at all times. Where existing door entry systems or concierge service are in use, the Contractor shall make arrangements for access with the Contract Administrator and maintain security to the block at all times. At no time is access for Fire Brigade vehicles or the Authorities refuse vehicles to be restricted.
8. Access can only be gained on Mondays to Fridays 8.00 am to 6.00 pm unless written consent of the Contract Administrator has been obtained.
9. The Contractor is advised that with exception of isolated voids all dwellings will be occupied and fully furnished at the time the work is carried out, and therefore must take extra care than would otherwise be the case, in the execution of the works.
10. The tenants/leaseholders will have been informed that the works are to take place, but the Contractor will be required to make his own arrangements with tenants as to the order, times, and dates in which he wishes to carry out the works.
11. The Contractor shall strictly comply with the "Procedure for obtaining Access to Properties to undertake surveys and execute works," as Appendix G to this document.

12. Failure by tenants to keep appointments shall be at the Contractor's risk. The Contractor shall allow for working outside normal working hours to suit the requirements of individual residents, subject to the prior written approval of the Contract Administrator.
13. The Contractor will be required to give not less than 14 days' written notice to the occupiers of each dwelling affected. He will also be required to give not less than 48 hours' notice in writing to each occupier before starting work informing times and any other relevant matters. The Contractor shall further keep an appointments record of arrangements made with residents for access, opening of windows and doors etc..
14. Where it is necessary to enter dwellings to execute work the Contractor must allow for the protection of fixtures and fittings from damage during the works, and must move all necessary furniture, appliances, fixtures, planters, flower boxes etc., to properly execute the works including the taking up of carpets or other floor coverings etc., and relaying, replacing and all necessary clean dust sheets or other suitable protection that may reasonably be required, and leaving the dwelling clean and tidy at the end of each working day. The Contractor shall include for carrying out a condition survey including photographs prior to work commencing. The Contractor will be responsible for damage to residents' belonging and decorations etc..
15. The Contractor is also to allow for maintaining security to the dwellings at all times during the works.
16. Work to windows in any one room is to be executed without delay, and during such time as the work is being carried out, the Contractor must provide all necessary protection both inside and outside the dwelling, and remove and make good on completion. Dwellings must be left wind and weather-tight at the completion of each day's work.
17. The Contractor is to take on consideration that the adjoining dwellings will be occupied during the whole period of the Contract, and the Contractor is to allow for carrying out works with the minimum of inconvenience to the adjoining occupiers.
18. The Contractor must prevent unauthorised access from scaffold and ladders etc., to the dwellings during normal working hours and at all other times.
19. The Contractor is to note that the buildings and external areas will be in constant use during the progress of the Contract and he will be required to maintain residents access at all times and execute the works, arrange for deliveries to and cartage from the site so as to cause the minimum inconvenience to the occupiers, the Employer and his employees, the public and others using the existing buildings.
20. The Contractor must maintain access for fire, ambulance, refuse vehicles etc.
21. The tenants' plumbing installations, Water, Electrical or Gas supplies, toilet/kitchen facilities or telephone installations etc., are NOT to be used by the Contractor.

22. The periods for loss of residents' services/facilities shall be kept to a minimum and under no circumstance must any occupier be left without power, water, toilet or kitchen sink facilities overnight during the course of the works. Temporary services where necessary, shall be provided.
23. The Contractor will be required to keep and maintain a triplicate "Tenants Complaints Log Book" on each site, for inspection by the Employer's representatives.
24. Identification badges are to be provided by the Contractor or sub-contractors for all operatives who shall wear them at all times. Occupiers have been told not to admit any person into their dwelling who is unable to produce suitable photographic identification and it is in the interest of all parties that this requirement is fulfilled.
25. The Contractor shall allow for specialists temporarily locating and protecting all TV Aerials/Satellite dishes to the outside of the scaffolding and subsequently refixing in their original positions, including retuning/realignment as necessary to maintain reception. He shall also allow for providing and temporary boarding and ladders required for gaining access to the locations of aerials/dishes. Similarly, relocate and later reinstate external lighting globe fittings.
26. The various public balconies and walkways and the private balconies are furnished with residents personal possessions e.g. garden furniture, window boxes, washing lines etc. The Contractor must include for liaising with the owners and setting aside and/or protecting such items prior to commencing the works and reinstating all as original upon completion.
27. During cleaning, jet cleaning, grit blasting, cutting or similar operations, all windows, door ventilators and other openings shall be adequately protected by the Contractor so as to prevent any ingress of abrasive or other cleaning materials, e.g., grit, water, steam etc., (safe operation of boiler flue terminals shall not be impeded in any manner). The Contractor shall ensure that written prior notice of such works is given to all resident's. Any work deemed necessary as a result of inadequate protection shall be rectified by the Contractor to the satisfaction of the Contract Administrator.
28. Whilst works are in progress steps shall be taken to ensure that waste refuse is stored in such a way as to avoid nuisance and to avoid provision of harbourage to insects or rodents.
29. Whilst works are in progress steps shall be taken to prevent the risk of pest infestation. The Contractor should liaise with the Council's Director of Environmental Services over preventative works prior to construction, or the opening up of drains and sewers.
30. The Contractor shall note the recommendations of the BRE Digest 238 "Reducing the Risk of Pest Infestation - Design Recommendations and Literature Review."

APPENDIX K
SITE WASTE MANAGEMENT PLAN REGULATIONS

APPENDIX K

SITE WASTE MANAGEMENT

LEGISLATION

The Site Waste Management Regulations 2008 place duties upon clients and principle contractors to rethink their approach to waste management so that it is taken into account and then co-ordinated and managed effectively throughout all stages of a construction project: from inception, design and planning, through to the execution of works on site.

AIM

The Principle Contractor shall implement the SWMP as part of all construction activities (including domestic waste from site offices) in line with relevant good practice. The site waste management plan is required to evaluate the level of waste reduction, reuse and recycling, measure waste arising from the project and set targets for waste reduction and materials diverted from landfill.

Although the SWMP Regulations set financial limits for the two levels of SWMP, it's the intention of the Employer that the principles for reducing waste be embedded within all schemes regardless of their value. The Principle Contractor shall identify a suitable qualified person to act as 'waste champion' with regard to the waste minimisation of any given scheme.

Where appropriate the Employer will provide a scheme specific SWMP before construction work commences. Due to the nature of the schemes the Principle Contractor along with the Employer and their nominated representatives will need to assist in the production of the initial plan, giving guidance on the levels of waste to be produced and to set targets for recycling etc..

WASTE MANAGEMENT

The Principle Contractor must ensure that all waste is disposed at a licensed and suitable site under Section 34(1) of the Environmental Protection Act (Duty of Care) Regulations 1991 and related amendments.

Where there is sufficient space within the site compound area(s), the use of segregated waste containers on site is preferred. However, due to the limited site space it is anticipated that the use of mixed skips will be required on many schemes.

In order to minimise pollution from the transport of waste from site, an initial target has been set for general construction waste not to be transported further than a 15 mile radius from its point of origin. This target does not apply to hazardous waste if there are no suitable sites, although consideration to transport costs should be a factor in deciding on a suitable waste site.

REVIEW

In accordance with the Regulations, the Principle Contractor shall keep the SWMP at the site office of the project site. For all schemes, within three months of work being completed the Principal Contractor shall confirm the following:

- SWMP has been monitored on a regular basis.
- Explain any deviation from the SWMP
- Compare estimated and actual quantities of waste
- Estimated cost savings.

The Principle Contract shall keep the SWMP for all schemes at their main place of business for a minimum of two years after the date of practical completion.

At regular periods throughout the contract (initially 3 months) the Principle Contractor is to report on the waste produced and evaluate waste reduction across the framework.

Regardless of contract value, the Principal Contractor shall provide a report on the management of waste within the Contractor's Report at the monthly Site Progress Meeting to allow for scheme specific review of the estimated waste and actual waste arising and identify the reasons for any variance.

Health and Safety File Document Structure

The Contractor shall prepare and deliver the Health and Safety file as follows:

The Health and safety document comprises three parts

- a) The Contract Master List a Microsoft Excel Document that details all of the properties identified by the property address, and the Unique Property Reference Number – UPRN. Against each property are detailed the start and finish date of the Decent Homes, Internals and Externals programme, detailing the elements included in the internals and externals work identifying the warranty period in Months of each element or an indication of non inclusion. The Document will be provided initially with the properties details included and the proposed start and completion dates. They should be updated with any inclusions or exclusions of property and any changes to actual start, actual completion and handover of the contract. Identified by the Project reference number including number and letter and the .xls file designation
- b) The Contract General Health and Safety File (as a Microsoft word and PDF file) both Identified by the Project reference number including number and letter and the .doc and .pdf file designation and should contain the information as detailed in Section A below.
- c) The Individual property specific Health and safety file which should be a PDF file identified by the UPRN as a number followed by the .pdf file designation and should contain the information as detailed in Section B and/or C below.

Note1: it is essential that information that could inevitably be inserted in a combination of sections is only added to one relevant section BUT clearly cross referenced in the remaining section(s) where information has not been inserted.

Note2: H&F homes do not require paper copies they only require electronic copies of the documents e mailed and supported by a CD Rom for the completed contract. These files will be transferred to the H&F Shared Drives for access so please ensure that the files are not protected or hyperlinked in any way that can stop access to the files.

Section A

1. Front sheet detailing

- 1.1. Project Title
- 1.2. Project Location
- 1.3. Client specific UPRN and/or
- 1.4. A print of the contract master list from the excel spreadsheet

2. Contents Page (File content to be listed and page number referenced)

3. Introduction

- 3.1. Name/address/contact details of Client, Principal Contractor, Designer and CDM Co-ordinator
- 3.2. Brief description of the work carried out

3.3. Schedule of properties contained in contract

3.4. Expiry of Defects Liability Period

4. Residual Hazards

Identify and make note of any residual hazards which remain and how they have been dealt with (for example surveys or other information concerning asbestos; buried services etc- this is not an exhaustive list).

5. Key Structural Principles (if applicable)

Key structural principles (for example, bracing, sources of substantial stored energy- including pre or post tensioned members) and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery.

6. The use of Hazardous materials

Hazardous materials used (for example lead paint; pesticides; special coatings which should be burnt off)

7. Installation /dismantling of plant

Information regarding the removal or dismantling of installed plant and equipment,(for example any special arrangements for lifting, order or other special instructions for dismantling etc.)

8. Operations and Maintenance Manuals

For equipment provided and elements of the works that require the need for sharing of information for future users/maintenance etc. (For example roof maintenance requirements, gas boilers, windows, white goods, IRS etc. This is not an exhaustive list)

9. Location and Marking of Significant Services

Identify the nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services, location of incoming electrical mains (tenement blocks), etc.

Section B Individual Residential Property files containing:

- 1) Front page for each residence detailing property address, UPRN
- 2) As built Kitchen/Bathroom Layouts
- 3) Schedule of kitchen units/equipment/colours
- 4) Test and commissioning certificates including
 - a) Gas Safe certification (copies of CP12 and any installation benchmarking documents that should have been registered immediately after installation with the The H&F homes gas team)
 - b) NICEIC electrical certification (copies of the certificates that should already have been registered with H&F homes.
- 5) Asbestos testing/removal documentation and copy documentation of any remaining ACM's, and copies of the survey documents that should previously have been supplied to the duty holder responsible for the management of Asbestos at Hammersmith and Fulham homes should be included.
- 6) Details of the location of utilities and services (specific to individual properties)
- 7) Significant specific risks to maintenance personnel, building/structure users
- 8) Tenant satisfaction/handover form
- 9) Specifications particular to the Property (e.g. OT specific specs)

Section C Individual Tenement Blocks Property Files Containing

- 1) Front page for each block detailing property address, UPRN
- 2) Asbestos survey documentation
- 3) Details of the location of utilities and incoming services
- 4) Significant risks to maintenance personnel
- 5) Copies of any survey information commissioned for the project.

Appendix M

Procedure for Appointment of Subcontractors via Competitive Tendering Procedure

1. Scope/Objectives

- 1.1 This Procedure Note is to be utilised by the Contractor, where the appropriate method for determining prices is via a subcontract tendering procedure, rather than through application of rates in the NSR.
- 1.2 The objectives are:
- to provide a clear procedure to be applied consistently across all contract areas
 - to ensure that the procurement is carried out in an open and transparent manner
 - to ensure that best value in the procurement process is achieved in relation to the specified subcontract works
 - to provide details of the record keeping requirements of all actions and decisions that are required for both audit and leaseholder inspection/scrutiny
 - to enable the Contractor's submissions for contracts to be processed by the Contract Administrator and QS without delay.

2. Competitive Requirement

- 2.1 Where the value of the estimated subcontract is not more than £5000, one written quotation is required, although the duty to obtain value for money remains.
- 2.2 Where the value is between £5000 and £100,000, a minimum of three tenders are to be sought, but in all cases preferably five in order to maximise competition and allow for failures to return tenders/late returns.
- 2.3 Where the value is £100,000 or more, a minimum of five tenders are to be sought.
- 2.4 In all cases where the estimated value of the subcontract is £5000 or more, the QS will prepare a pre-tender estimate for the tendered works, and forward to the Contract Administrator (CA).

3. Proposals for Subcontract Tender Lists

- 3.1 Tender lists are to comply with the above competitive requirements
- 3.2 Subcontract tender lists are to be initially proposed by the Contractor as soon as the packaging arrangements are agreed for the project, and at least one month prior to the dispatch of tenders in order to allow sufficient time for the introduction and vetting (if required) of alternative proposed tenderers.
- 3.3 Contractor's tender list submissions shall include:
 - (i) the rationale for their proposed choices.
 - (ii) confirmation that their financial vetting processes have been successfully carried out.
 - (iii) details of the quality and technical capability assessments carried out for each selection.
 - (iv) confirmation that all their proposed choices have expressed (in writing) a willingness to tender for the work.
- 3.4 The Contractor's tender list submission is to be forwarded to the CA and QS for approval.

4. Vetting/Review of Subcontract Tender Lists

- 4.1 The QS is to:
 - (i) vet the Contractor's processes for evaluating the financial viability of the proposed subcontractors
 - (ii) carry out sample checks (10%) to verify that the Contractor is following its processes.
- 4.2 The QS is to review the Contractor's recommendations seeking additional information as required, in relation to:
 - (i) the level of previous tenders submitted by each proposed tenderer under the Contract and past withdrawals/late tenders/failures to submit tenders.
 - (ii) the level of repetition from previous proposed lists for similar works.
- 4.3 The CA is to review the Contractor's recommendations seeking additional information as required, in relation to the quality and technical capability with regard to the proposed subcontractors
- 4.4 Where a proposed tenderer has carried out previous work under the Contract, the CA shall review their performance.

5. Agreement of Tender Lists

- 5.1 The QS shall formally advise the Contractor on the outcome of the QS/CA review.
- 5.2 Where the proposed tender list is not agreed by the QS and/or CA, the reasons will be forwarded by the QS to the Contractor, who will be required to reassess their proposed list and put forward further proposals in compliance with this Procedure Note.
- 5.3 In the event of failure thereafter to agree a tender list, the QS shall convene a meeting to resolve the matter, to be attended by the Contractor, QS, CA and client.

6. Approval of Tender Lists

- 6.1 The QS shall formally advise the CA that the QS vetting/review processes under Item 5 above have been satisfactorily completed.
- 6.2 The CA shall formally approve the agreed subcontract tender list prior to invitations being dispatched.

7. Tender Documents

- 7.1 The Contractor shall prepare the subcontract tender documents and forward copies to the CA and QS for review and approval.
- 7.2 Tender documents should be unambiguous as to the works/specification to be included in the subcontract tender bids. It shall be made clear to tenderers that, if clarifications are required, they should be sought prior to, and not included as qualifications or alternative bids with the tender returns.
- 7.3 Tender enquiries are to include the clarification that no deduction will be made by the Contractor from payments in respect of “main contractor’s discount”
- 7.4 Tender documents should specify the anticipated timescale for the execution of the subcontract works and additionally stipulate that tenders will be fixed price for the duration of the subcontract, with inflationary uplifts only to be considered in the event of exceptional delay to programmes.
- 7.5 Tender documents are to highlight the Defects Liability Period of 12 months and the requirement for specific periods for the correction of defects (main contract tender document, page 4/35)

8. Vetting and Approval of Tender Documents

- 8.1 The CA is to review the Contractor's recommended tender documents seeking additional information as required, in relation to the specification of the subcontract works, works programmes, health and safety and any matters effecting the execution of the works.
- 8.2 The QS is to review the Contractor's recommended tender documents seeking additional information as required, in relation to the works quantities (if applicable) and compliance with the requirements of this Practice Note.
- 8.3 On conclusion of the CA and QS review of the tender documents, and any counter-proposals and/or further communications, the CA shall formally approve the agreed documents prior to the dispatch of tender invitations.

9. Dispatch, Queries, Receipt and Opening of Tenders

- 9.1 Tender invitations shall be dispatched to all subcontract tenderers by the Contractor on the same day. The instructions to tenderers should be clear and highlight:
 - (i) that tenders must be returned to the QS Consultant
 - (ii) the return date/time and that late tenders will not be considered.
 - (iii) the acceptable methods for receipt of tenders to be hard copy or electronic communication via fax or email.
 - (iv) returned tenders are to clearly state what the tender is for on envelope or heading to electronic communication.
 - (v) that enquiries during the tender period shall be via email addressed to the QS

Where arithmetical errors are found in tenders:

- (a) the overall price shall predominate where tenders are based on specifications
i.e. the final price payable will be built up via the tendered sum adjusted up or down due to works variations.
- (b) the rates shall predominate where tenders are based on accurate or approximate quantities i.e. in all cases where the final price payable will be built up via re-measurement and the tendered rates.

Each tender invitation to specify the option (a) or (b) that applies.

In cases under (a) above, tenderers are to be required to stand by their tender or, in the alternative, it will not be considered. Where tenders with errors are accepted, compensating adjustments are to be made in the tender breakdown.

Where (b) above applies, tenderers with errors are to be notified of the errors together with their adjusted tender amount.

It is important to note that, in the case of (b), final tender sums may be adjusted only in the event of arithmetical errors, where rates have been provided. Where items of work have not been priced and no rate has been provided, the item is deemed to be included within the overall price (ie contained within other rates). In this instance, the final tender sum may not be adjusted, and the tenderer must be asked to stand by their original price or withdraw their tender (ie the tenderer shall not be given the opportunity to adjust their tender to include additional prices for items where no rate was given in the original tender submission).

- 9.2 Within two working days from the dispatch of subcontract tenders, the Contractor shall obtain written confirmation of receipt from all tenderers via fax or email. The confirmations shall be forwarded to the QS for monitoring and record keeping purposes.
- 9.3 The receipt and opening of tenders shall be carried out by the QS Consultant and recorded on a standard form showing:
- (i) all subcontractors invited to tender listed
 - (ii) date and time of receipt of each tender
 - (iii) deadline date/time for receipt of tenders
 - (iv) date and time of tender opening
 - (v) amount of each valid tender received
 - (vi) the pre-tender estimate
 - (vii) the names of two persons present at tender opening

10. Evaluation of Tenders

- 10.1 The Contractor will carry out a detailed tender analysis and evaluation of valid tenders, including seeking clarifications from tenderers where necessary. The QS will carry out detailed vetting and verification that the entire evaluation process is in order. Copies of tenders are to be forwarded to the CA for comments.
- 10.2 Where the number of valid tenders received is less than the minimum number to be sought under Item 3 above, this does not preclude the acceptance of a tender, subject to the outcome of the tender evaluation.
- 10.3 The tender evaluations shall be carried out in accordance with Section 4 of the Code of Practice for the Selection of Subcontractors, except that the assessment will have regard to price only, and not both quality and price.
- 10.4 The QS records the outcome of the tender evaluation on a standard form to include:
- (i) an analysis of the valid tenders set against the pre-tender estimate

- (ii) details of queries from tenderers during the tender period, qualifications to tender submissions and of queries raised and responses received by the QS on tenders received.
- (iii) a comparison with the pre-tender estimate with any serious discrepancies examined.
- (iv) value for money comments together with a recommendation for tender acceptance (or otherwise) with supporting reasons.

10.5 Section 4 of the “Code of Practice for the Selection of Subcontractors” is clear that ‘tendered prices should not change on an unaltered scope of works’. Therefore, where tenderers have (clearly or apparently) not included for all the works, they are to be required to confirm that their tendered price allows for all the specified works or, in the alternative, it will not be considered.

There may be instances where it is likely that, had a non-compliant tenderer been given the opportunity to allow for excluded works within an adjusted tender, their tender would remain the lowest received. In these instances, the QS is to put forward recommendations to the Project Team which may include a ‘fast track’ re-tender to the same tender list.

In cases where the QS’s opinion is that VFM has not been achieved under any of the tender returns, then a re-tender via a new tender list should be the automatic option.

A common alternative to works items not being included by tenderers is that items are marked as “included” ie. all items allowed for but not individually priced. In these cases, such tenders are not to be deemed non-compliant and tenderers may be requested to provide further details. However, in an extreme case where a tenderer, for example, refuses to provide any breakdown whatsoever, such a tender may be considered to be non-compliant.

11. Tender Reporting

11.1 The standard forms covering the receipt and opening of tenders (Item 10 above) and that for the tender evaluation (Item 11 above) shall be forwarded by the QS to the Contractor, CA and Client. If there are no comments received, the Contractor shall incorporate the recommended subcontractor prices in the contract bill of quantities, together with the name of the successful subcontractor for those works.

12. Records

12.1 The QS shall maintain records to ensure that a clear audit trail is in place regarding subcontract tendering in order to demonstrate transparency in the decision making process. The records to be made available for inspection at all reasonable times and to be maintained for as long as necessary.

The importance of proper records of all subcontract tendering procedures cannot be over-emphasised. The QS shall maintain such records to ensure that a clear audit trail is in place in order to demonstrate transparency in the decision making process.

13. Code of Practice

13.1 The principles of the Code of Practice for the Selection of Subcontractors as issued by the Construction Industry Board, dated April 1997, shall be followed, and particular attention is drawn to the following recommendations:

- clear procedures to ensure fair and transparent competition in a single stage tender
- conditions for all tenderers should be the same
- confidentiality should be respected by all parties
- tendering process should ensure receipt of competitive tenders on the same basis, compliant with the requirements of the tender enquiry documents and without assumptions or qualifications/clarifications that may render difficulties in the analysis and comparison of tenders received.
- sufficient time and information should be allowed for preparation of tenders
- practices that avoid or discourage collusion should be followed
- tender prices should not change on an unaltered scope or works (no post-tender negotiation)
- tender invitations should be issued on the same day to all tenderers
- a date and time must be specified as the deadline for return of tenders and tenders received after that time should not be accepted
- tenders should be kept in a secure place and not opened before the date and time stated for receipt
- the treatment of arithmetical errors in returned tenders should be identified in the tender enquiry documents
- tenderer's enquiries during the tender period should be in writing (to include email) and all responses circulated to all tenderers
- tender enquiries should include:
 - a stated period of validity of the tenders
 - the contract conditions to be used including payment terms, etc
 - site attendance facilities to be provided to, or by, the subcontractor
 - a single point of contact within the contractor's organisation for all communication
 - approximate dates for commencement and completion of subcontract works and any sectional programme information
 - health and safety plan as required by CDM Regulations
- tenders received should be compared with any pre-tender estimate and any serious and/or consistent discrepancy should be examined

APPENDIX N

Procedure Note - Conduct with respect to Communication with Residents

The following note is intended to give guidance to the Contractor as to how their staff and those of their sub-contractors etc who come into direct contact with residents during the course of the Contract should conduct themselves with respect to their communication with the residents.

Whilst it is obviously essential that all personnel who come into contact with residents must communicate politely, the Council is equally keen to ensure that communications with residents do not convey any messages which, whilst not impolite, are inappropriate or based on ignorance of the overall rationale of the works.

All residents rightfully expect that the works which are being carried out during the term of the Contract are justified and represent good value. This is particularly the case with respect to leaseholders, since they will often be required to contribute towards the cost of the works, but it is also important for tenants. No resident will want the disruption of extensive works to their property if they perceive that the works are not necessary.

Hence, it is very important that the Contractor's operatives do not say anything to residents which might prejudice their views.

Such inappropriate comments might for example be made by tradesmen who may not understand the background to the works they are carrying out, or the reasons for the method by which they are being carried out. If comments such as "...in my opinion these works shouldn't be being carried out anyway..." are made directly to or within earshot of residents, this could prove very embarrassing not only for the Council, but for all involved in the scheme. Similarly, comments such as "...the repair that was done before was terrible..." or "...I would have done it a different way..." would be deemed equally inappropriate.

These principles also relate to the Contractor's staff who may be undertaking surveys in advance of works on site. Extensive consultation is carried out and consideration given before final scopes of works are decided upon, and it is important that residents are not told, albeit incorrectly, that decisions have been made about the scope of work to their home before options and costs have been considered in detail.

Comments, for example, in respect of the necessity or otherwise to undertake certain works before decisions have been made as to whether such works are to be included in the final scope of works for a scheme, would be inappropriate and should be avoided.

Examples of statements which a surveyor undertaking a survey might make which would break these guidelines are as follows:-

“...I’ve been told to look at these windows, but as far as I’m concerned, it’s a waste of time, because anyone can see they need replacing...” - as the ultimate decision may be that the windows can be retained.

“...I have come here to do a survey for your new windows...” – this implies they are to have new windows, but the survey may result in the windows being kept.

“...with the state of these properties, this scheme is going to cost a fortune...” – this statement would bring undue alarm to residents, particularly leaseholders.

It is also important to remember that tenants do have a choice about whether they have internal works undertaken and they must not be given the impression that they will be forced to have work carried out that they do not want.

Furthermore, it is stressed that such surveys should be undertaken only after residents have been given the correct notice that the surveys are to take place.

The simple rule is that personnel must not offer their opinions on matters which they are not qualified or authorised to comment on. If operatives are asked a direct question by a resident which they are unable to answer, or it would be inappropriate for them to answer, they should refer the resident to the client, or, if the project is on site, the Contractor’s Resident Liaison Officer. Ultimately all staff will need to use their reasonable judgement as to whether a comment is appropriate or not. If anyone is in any doubt as to whether a comment or opinion is inappropriate, then the default position is not to say it.

The Contractor must instruct and correctly brief all their staff, whether directly or indirectly employed, accordingly, and to ensure that this Procedure Note is strictly adhered to at all times.

APPENDIX O

**CONSTRUCTION SKILLS TRAINING AND
LOCAL EMPLOYMENT**

CONSTRUCTION SKILLS TRAINING AND LOCAL EMPLOYMENT

- A. Hammersmith & Fulham Council is committed to the provision of local employment and training opportunities for its residents on its capital programmes. There are existing employment and training initiatives serving residents that work to meet these objectives, respectively the Op*Shop and Skillforce (details Appendix A and attached Information pack). The Council is particularly interested in how the Contractor will work to ensure residents benefit from the work and learning opportunities generated by construction work on the council properties. The Council would welcome partnership arrangements that seek to address the traditionally under-representation of women in the construction industry.
- B. The tenderer should give details of how it will ensure local people benefit from employment and training opportunities generated by the work included within the contract.
- I. This shall include details of the range of employment & training opportunities that would be provided. For example construction, technical (eg clerk of works, surveyor), non-construction – (eg Resident Liaison Officer, administrative staff, logistics).
 - II. The tenderer should also provide details showing how you will ensure your sub-contractors comply with the objectives to ensure local people benefit from employment and training opportunities generated by the work included within the contract.
This may involve working with local employment and training initiatives (details in Appendix A).
- C. The tenderer should outline the procedures that will be in place to ensure staff and trainees employed on site hold a CSC card. (Note: There are local initiatives that offer support to workers seeking a CSC card, including support for people who do not have English as their first language).
- D. The Council believe that longer term contracts should enable contractors to invest in providing longer trainee placements leading to appropriate qualifications and potentially full employment. The council's employment and training initiatives are available to support contractors to find suitable trainees, arrange appropriate college courses and mentor trainees. Tenderers should provide details of the range of trainee opportunities you expect to provide. This may include a range of trainee opportunities that would be developed during the length of the partnership arrangement, that would enable the trainee to secure appropriate qualifications (craft, technical, or professional).
As a guide, the Council **would wish to see a minimum of 3 six month construction trainee placements per annum**. However, tenderers may wish to offer alternative provision to meet the overall objectives. Tenderers should demonstrate how they would work with existing local agencies to develop training initiatives.

- A. Appendix B contains a standard contract between Skillforce and contractors regarding the use of trainees. This contract could be amended in negotiation with Skillforce and the Council.
- B. The Council (and chosen training partners) will require local labour and training monitoring returns. Appendix C details the pro formas to be used.
- C. The tenderer will be required to meet all additional costs arising out of its training obligations during the Contract Period. No claims in respect of extension of time and/or loss and expense in connection with the training provisions within these tender documents will be considered.
- D. The development of partnership contracts will include opportunities to explore training and employment opportunities with the partnership team and share good practice through the Partnership Core Group to enable the Council contracts to be as effective as possible. Tenderers should indicate their willingness to work with the Council to develop initiatives further during the life of the contract and to spread good practice and provide synergy across all of the Council partnership contracts.

Appendix A

- A. Skillforce is a Hammersmith and Fulham construction training initiative that offers contractors motivated trainees that are currently in learning with an FE college and need paid work experience to enable them to become qualified.
- B. Skillforce will organise training programmes, provide ongoing support to the trainee and employer. It will help trainees in employment access work tax credits and childcare and deal with any transitional issues related to moving from benefits into employment.
- C. Skillforce can work with contractors to develop tailored training programmes to meet their skill needs. This may include customised training programmes for young people, or unemployed adults, accessing Construction Safety Training (for those in and entering the industry), and occasionally grants to enable an employer to train its existing work force. Additional details on Skill force are provided in the attached Information Pack.
- D. The Op*Shop works with a range of employers to provide skilled local labour. It matches and screens applicants for vacancies before forwarding them to contractors for interview. The Op*Shop works in partnership with Jobcentreplus and has an outreach service working with community groups and on estates and is able to access people who may not respond to traditional recruitment methods.

Appendix B

THIS AGREEMENT is between:

SKILLFORCE	The Council of the London Borough of Hammersmith & Fulham acting by its principal officer at SKILLFORCE of Apex Court, Woodger Road, LONDON W12 8N. Telephone number: 020 8746 2225
And	
The Employer	

Purpose of the Agreement

This agreement makes provision for arrangements between the Council (as **SKILLFORCE** formerly WCCT) and the Employer to procure training and day release to college of construction trainees placed with the Employer.

Effect and Duration of Agreement

This Agreement shall take effect on _____

and may be terminated at any time during the construction of the development by either party giving two weeks notice in writing to the other.

A Trainee Schedule is attached to this Agreement which shall be revised and signed by each party in the event of there being agreed an extension of placement dates, or additional trainees being taken on by the Employer.

Substantive Provisions

1. The Employer undertakes to comply with the Health and Safety at Work etc. Act 1974 and all relevant regulations and codes made under it and will use its best endeavours to induct each trainee, to give clear training and provide effective supervision of trainees, to ensure that each trainee is protected from risks to health and safety.
2. The Employer will have proper regard to the welfare of each trainee during his/her period of placement with the Employer.

3. The Employer will ensure that each trainee is covered by employer's liability and public liability insurance under the following policy/ies, which the Council has checked prior to the signing of this Agreement:

	(1)	(2)
Name of Insurer		
Policy(ies) nos and expiry date	Public Liability	Employers Liability

4. **SKILLFORCE** will ensure that each trainee has completed the health and safety units of his/her NVQ before being placed with the Employer.
5. **SKILLFORCE** will ensure that each trainee has had a pre-placement induction before being placed with the Employer.
6. **SKILLFORCE** will provide each trainee with personal protective equipment.
7. The Employer will appoint a named supervisor to each trainee.
8. The Employer shall use its best endeavours to ensure no trainee suffers any act of discrimination contrary to the Sex Discrimination Act 1975, Race Relations Act 1976 or the Disability Discrimination Act 1995 (or any subsequent such legislation currently in force)
9. The Employer shall comply with the London Borough of Hammersmith & Fulham's equal opportunity policy.
10. The Employer recognises that each trainee is entitled to 20 days paid holiday each year (pro rata) plus public holidays and such entitlement will be observed.
11. If the Employer wishes to change the duties of any trainee, the hours or days to be worked or the rate of pay it shall give not less than one week's written notice to **SKILLFORCE**.
12. Prior to each trainee's placement the Employer and **SKILLFORCE** shall agree a programme of work for him/her.
13. **SKILLFORCE** will advise each trainee of the work expected of him/her prior to placement with the Employer.

14. The Employer will prepare an attendance record for each trainee, in accordance the attached **SKILLFORCE** guidelines, which shall be faxed to **SKILLFORCE** at the end of each week.
15. The Employer undertakes on consultation to give access to the site for **SKILLFORCE** to interview and review the progress of the trainee.
16. During the period of this agreement each trainee shall be under the direct supervision of the Employer. In the event of any problem or disciplinary issue arising the Employer must notify **SKILLFORCE** at 020 8746 2225 as soon as possible.

Signed on behalf of the Council by (Name) (Position) (Date) (Signature)
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Signed on behalf of the Employer by (Name) (Position) (Date) (Signature)
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Appendix C

LOCAL LABOUR	MONITORING FORM 1
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DATE:

VACANCIES OFFERED					VACANCIES FILLED			
TRADE	REF NO.	FROM/TO (APPROX)	ADVISED START	ADVISED FINISH	TOTAL WEEKS	ACTUAL START	ACTUAL FINISH	TOTAL WEEKS

LOCAL LABOUR	MONITORING FORM 2
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Month: Date of Sheet Issue:

SITE:	No. of Workers	Percentage	No. of Days	Percentage
1: Total Labour				
2: LBH&F				
3: Black and Minority Ethnic Labour				
4: Female Labour				

APPENDIX P

CUSTOMER CARE CHARTER

Customer Charter: Major Works

The Customer Care Charter is designed to provide you with information on the standards and levels of service that you can expect to receive from the contractor employed to carry out works in and around your home.

ALL OF OUR CONTRACTORS AIM TO MEET THESE STANDARDS

If you feel that the service standards are not being met please let your Project Manager know.

Project Manager details: Name:
Telephone number:
Email address:
Postal address:

1. Complaints procedure

The contractor has to provide a complaints book, held on site. You should record details of any complaint in the book and you will be given a copy back. Each month the contractor will be asked to tell us about all complaints made and explain how they have all been dealt with. The complaints book for this scheme is held in the following location:

.....

2. Responding to enquiries

It is the contractor's responsibility to answer all letters, received from the residents, ***within 10 working days***. They must also arrange for personal visits and telephone enquiries to be dealt with promptly, efficiently and without excessive delay.

This process will also be monitored at the monthly site progress meetings.

3. Equalities and Diversity

The contractor must not treat people adversely or discriminate against them because of their race, culture, religion, gender, sexual orientation, disability or understanding.

The contractor must also ensure that their entire staff treat all residents with respect at all times.

4. Treating your home with respect

The contractor will carry out a video recorded condition survey of your home, before any works commence within the property. The Council and the contractor will each hold a copy of the survey. The purpose of this survey is to ensure that in the unlikely event of any damage being caused by the contractor or his operatives, we will have a visual record of your home's original condition. The survey will be available for you to look at, should you wish to view it.

The contractor is responsible for ensuring that his operatives treat your property with respect whilst the works are undertaken. They will be vigilant and take care not to damage the furniture, fixtures and fittings in your home. They will also:

- Not allow any of their employees to use your toilet, telephone, kitchen or any other facilities within your home
- Leave your home in a clean, tidy and safe condition every day.
- Always protect your possessions where necessary with clean dust sheets.
- Ensure that your home is secure at all times whilst it is being worked upon and at the end of the working day.

At the end of every working day the contractor will ensure that you have a wc and cooking facility, electricity, a kitchen sink, running water and where appropriate a source of heating. The contractor will always aim to minimise the time that you are without full services within your home and will provide temporary services if necessary.

On projects that include window renewal, the contractor will ensure that old windows, when removed, are quickly replaced with new ones before the end of each working day.

If any of your external fixtures need to be removed as a consequence of the work, the contractor will take care when removing and refitting them afterwards. Examples of these items include window boxes, TV aerials etc.

If the work requires larger items to be moved from your home, such as furniture or carpets etc, the contractor will inform you in advance and provide a storage facility, should it be required. If you are unable to move any furniture or need help with clearing cupboards etc you should request support from the Resident Liaison Officer, who will always aim to assist you.

If you have a personal satellite dish fixed to a wall, roof or any other part of the building that needs to be worked upon, the contractor will be instructed to remove the dish, but not refit it. This is because, wherever possible, the Council will install a new digital integrated communal TV aerial that will allow all residents to subscribe to Sky or Hotbird TV services.

The contractor's operatives are required to consider that residents homes located around the property being worked upon, will be occupied. They should therefore show due respect, care and consideration to residents when working in such conditions.

5. Working Hours

Weekday working times are Monday to Friday from 8:00am to 5:00pm daily. Noisy work including any scaffolding activities, will not be permitted to take place before 9:00am or after 4:00pm.

If any particularly noisy work is planned, the contractor will give at least 7 days notice to residents.

Weekend working, including Bank Holidays, is not allowed. If the contractor needs to work on any of these days, we will consult with you first, before agreeing to any requests.

If any part of the work is likely to create significant amounts of dust and or dirt, the contractor will provide the residents with adequate notice. In addition, the contractor shall agree with us, a detailed plan of how the work will be carried out to minimise any inconvenience caused to residents.

6. Outside your home

Contractors will make sure that emergency services and refuse vehicles can still reach your home at all times.

The contractor's vehicles should not be parked in either residents or visitors parking spaces and they should not interfere with easy access to the area.

The contractor must minimise and discourage any unauthorised access onto the scaffolding. This requirement will include the installation of a perimeter hoarding around the base of the scaffold, removing and securing all access ladders when not in use and where appropriate the use of scaffold alarms.

Contractors must not use any passenger lifts for materials without specific agreement from the Housing Manager and any Tenants/Residents Association. An external hoist will be erected if possible to bring materials up the building. If the passenger lifts are used they must be fully boarded out before use to protect them.

Communal staircases and walkways will be kept clear of materials and in a clean condition.

Temporary lighting will be supplied and fitted to scaffolding, storage areas and site buildings.

Contractors will ensure that the delivery and storage of materials on site is managed to minimise inconvenience to residents.

7. Residents Liaison Officer

A full time residents liaison officer will be employed by the contractor to make arrangements with residents for access and to deal with issues that arise in relation to customer care. The liaison officer is responsible for the welfare and security of residents and their property.

This person will be given a separate office on site with a separate telephone number and a mobile phone. When required the liaison officer will work in the evenings and occasionally at weekends to meet with residents.

8. Making arrangements to come in to your home

Access to your home will be by arrangement with you.

You will be given at least 14 days notice before the contractor needs to come inside.

Arrangements will be confirmed with you not less than 48 hours before the contractor is due to start work.

The contractor will keep a record of arrangements made for access.

9. Contacting the contractor

At the start of the work you will be given a resident's pack. It will include contact details of the contractor's key personnel including the resident liaison officer. The contractor will also provide a telephone number that can be used to contact the contractor in the event of an emergency at any time.

10. Confirming identity of contractor's staff

The contractor must ensure that their entire staff always carry and visually display a photographic identification card, at all times whilst on site. The up to date photo of the worker and his/ her name must be displayed together with the contractor's company name and a contact telephone number. ***Under no circumstances should you allow anyone into your home if you cannot be certain of their identity.***

RACIAL HARASSMENT POLICY

LBH&F values the borough's cultural diversity and is committed to promoting racial equality. The Council will not tolerate any form of harassment or intimidation instigated because of the race, ethnic origin, nationality, colour or religion of the people subjected to it. The Council will therefore do everything possible to oppose it and to ensure all residents can live without fear of such harassment.

The Council recognises the very serious impact this behaviour has on the victim's quality of life and encourages its tenants and leaseholders to report all instances of racial harassment to the Housing Services department. The department will give a high priority to supporting the victims, to investigating the incidents and to taking all possible action against the perpetrators and will work with all other relevant agencies and services to do so (with the victim's consent).

The Council adopts the definitions of racial harassment and racist incidents provided by the report of the MacPherson Inquiry:

- **Racial harassment** – “is an incident or a series of incidents intended or likely to intimidate, offend or harm an individual or group because of their ethnic origin, colour, race, religion or nationality.”
- **Racial Incidents** – “A racist incident is any incident that is perceived to be racist by the victim or any other person.”

The adoption of these definitions does not seek to pre-judge that all incidents are in fact racially motivated, but to ensure that this issue is positively and thoroughly addressed by the investigation.

The Housing Services department will take a victim-centred approach to dealing with all cases of racial harassment. This means that:

- the victim will be believed and taken seriously;
- the victim will be treated sympathetically and with respect;
- interpretation and translation services will be arranged whenever necessary;
- the victim will be given all possible advice, information and practical support to enhance his or her confidence, security and well-being, as part of the first stage of handling the case;
- the victim's consent will be needed for any involvement of a third party agency or service;
- the victim will be kept informed at all stages of the case, including proactive contact to explain any developments or delays, and the victim's consent will be needed for any action that might have repercussions for him/her;
- the victim will be provided with alternative accommodation when this is necessary to protect him or her from serious risk;
- the department will do everything possible to stop the harassment.

The Housing Services department will seek to build confidence among minority communities by publicising its racial harassment policy and so encourage the reporting of incidents. This will include working with local networks encouraging third-party reporting.

Publicity will also be used as part of a strategy to prevent racial harassment, which will also include steps such as highlighting the issue in early tenancy counselling.

The department will also encourage representation of minority communities in its tenant participation structures and among its tenants and residents associations.

The department will apply a high level of supervision and monitoring to all racial harassment cases, to ensure consistency and objectivity of approach and that the work retains a high priority. Through this process the department will also identify any geographic areas where cases are concentrated and then work with partners to prepare a joint, proactive and strategic response over and above the normal handling of the individual cases. This might, for example, include community outreach, specialised youth work or covert police operations to seek further evidence.

All reported racist incidents will be investigated promptly, and action will be taken to deal firmly with all identified perpetrators. Maximum timescales will apply to all stages of handling the case. The actions taken against perpetrators will be consistent with the evidence available and the nature and severity of the behaviour. Where sufficient evidence to support enforcement action is lacking, the department will use formal warnings and other measures. Where the incidents could constitute criminal behaviour, the department will work closely with the police and ensure that any relevant conviction is used to support legal action for breach of tenancy.

The department will continue to participate in the Council's multi-agency structures for monitoring and strategy development for hate crimes.

All staff involved in dealing with racial harassment will be trained in the policy and procedures including awareness of the Council's legal duties and responsibilities, such as under the Human Rights Act 1998 and the Race Relations Act. The department will seek to involve the police and community organisations in the provision of training.

Members will consider reports on the numbers and outcomes of cases arising every six months at the Executive Performance Monitoring meetings.

This policy and its related procedures will be reviewed and updated regularly, and at least every two years.

Draft public statement of key policy principles

We want to know if you are being racially harassed – because we want to stop it

Racial harassment can take many forms. It can include verbal abuse, physical attacks, threats, attacks on your property, and anything else which is intended to stop you enjoying your home and feeling safe in your local area because of your race, ethnic origin, nationality, colour or religion.

The Council is determined to stop racial harassment and wants to hear from you if you have experienced it. You do not have to bring us proof about what happened – we will believe you and do everything we can to help you and to stop the problem from happening again.

You do not have to be sure yourself that the motivation is racial, as we want to stop all forms of harassment. Just tell us about it and we will investigate. We will arrange for an interpreter for you if you need one.

You will be given the name and contact details of the officer handling the investigation and they will keep in touch with you as it progresses.

We will respect the confidentiality of what you tell us, and not pass it on to anyone else who could help without your permission.

We won't take any action against the person harassing you without your permission

We will give you advice and practical help to make you as safe as possible.

We will encourage you to keep a record of anything else that happens, and we will investigate to look for other evidence. When we have evidence about the person who has harassed you, with your permission, we will take firm legal action to stop them.

You can report harassment at your local area housing office, Mondays to Fridays, between 9 a.m. and 5 p.m. by visiting in person or by telephoning, or you can tell us about it in a letter.

SCORING MATRIX FOR QUALITY ASSESSMENT FOR CYCLICAL PLANNED MAINTENANCE MTC 2012-2015
 (Contractor 1 awarded maximum scores for illustrative purposes)

JOINTLY SCORED BY NAMES:

DATE:

Weighted score for Each Section = Total score awarded for Section ÷ Total available score for Section x weighting percentage x 100%

		Weighting %	Max Score	Contractor 1		Contractor 2		Contractor 3		Contractor 4		Contractor 5		Contractor 6	
				Score	Weighted score	Score	Weighted score	Score	Weighted score	Score	Weighted score	Score	Weighted score	Score	Weighted score
Section 1	Management Structure and Resources	1.1	5	5											
		1.2	5	5											
		Total	5%	10	10	5	0	0	0	0	0	0	0	0	0
Section 2	Customer Care	2.1 (a)	5	5											
		2.1 (b)	5	5											
		2.1 (c)	5	5											
		2.2	5	5											
		2.3	5	5											
		2.4	5	5											
		2.5	5	5											
		2.6	5	5											
		2.7	5	5											
Total	25%	45	45	25	0	0	0	0	0	0	0	0	0	0	
Section 3	Health & Safety	3.1 (i)	5	5											
		3.1 (ii)	5	5											
		3.1 (iii)	5	5											
		3.1 (iv)	5	5											
		3.1 (v)	5	5											
		3.2	5	5											
		3.3	5	5											
Total	5%	35	35	5	0	0	0	0	0	0	0	0	0	0	
Section 4	Proposals for Dealing with Sub-Contracting	4.1	5	5											
		4.2	5	5											
		4.3	5	5											
		Total	20%	15	15	20	0	0	0	0	0	0	0	0	0
Section 5	Estimates and Valuations	5.1	5	5											
		5.2	5	5											
		5.3	5	5											
		5.4	5	5											
		Total	10%	20	20	10	0	0	0	0	0	0	0	0	0
Section 6	Quality Control	6.1	5	5											
		6.2	5	5											
		6.3	5	5											
		6.4	5	5											
		6.5	5	5											
		Total	25%	25	25	25	0	0	0	0	0	0	0	0	0
Section 7	Planning, Programming and Resourcing of Works	7.1	5	5											
		7.2	5	5											
		7.3	5	5											
		7.40	5	5											
		Total	10%	20	20	10	0	0	0	0	0	0	0	0	0
Total score out of 100				Pass	100	Pass/Fail	0	Pass/Fail	0	Pass/Fail	0	Pass/Fail	0	Pass/Fail	0

An overall score of 60 or more will be required to meet the minimum quality standard. The minimum quality standard will also not be met should a Contractor not achieve an average score of at least 3 for each Section (ie total score achieved for the Section divided by the number of Sub-criteria for that Section must equal 3 or greater)

APPENDIX R

**Tenderer's Proposals Evaluation
Matrix Template**

**MEASURED TERM CONTRACT
FOR
HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE
CYCLICAL PLANNED MAINTENANCE TO COUNCIL OWNED
HOUSING PROPERTIES 2012-2015**

APPENDIX S

**Valuation and Certification Illustrations
Showing the Mechanism for applying
Incentive Payments and Retentions to
Valuations and Payment Certificates**

- 1.0 In accordance with Clause 4.3 A of the conditions of contract, and Section 8 Key Performance Indicators and Incentivisation, valuation of the works and payment certification for Orders undertaken under this Framework are subject to adjustment on account of:-
- (a) incentivisation payments subject to performance, and
 - (b) retention.
- 2.0 With respect to incentivisation payments, the final 10% each gross valuation will be payable only subject to performance against the KPI Targets as detailed in Section 8 of the Tender Documents.
- 3.0 In addition, retention will be held on each Certificate at the following rates (calculated as a percentage of the amount payable including any incentive payment):-
- (i) Prior to Completion of an Order (“Practical Completion”) – 10%
 - (ii) On issue of the Completion Certificate (at “Practical Completion”) - 2½%
 - (iii) On issue of the Making Good Defects Certificate – 0%
- 4.0 For the avoidance of doubt, below are example valuation calculations, showing how incentive payments and retentions are to be applied at each stage of an Order, for illustration purposes:-

Examples Showing Valuation Mechanism for Illustrative Purposes:-

1. Example Certificate prior to the Order Completion Date (interim valuation prior to “Practical Completion”)

Where the Gross value of work is say £200,000, and the Contractor has met the higher target for KPI 3 for all properties completed to date

Gross Value of Work Executed	£200,000
Less 10% (payable subject to performance)	<u>£ 20,000</u>
	£180,000
Plus incentive payment based on performance against KPI 3 (full 2% achieved)	<u>£ 4,000</u>
	£184,000
Less Retention @ 10%	<u>£ 18,400</u>
<u>Net Amount certified</u>	<u>£165,600</u>
Less amounts previously certified	

2. Example Certificate issued after the Order Completion Date but prior to the notification by the Contract Administrator that all defects identified in accordance with clause 2.12 have been rectified to his satisfaction (interim valuation issued at “Practical Completion”)

Where the Gross value of work is say £800,000, and the Contractor has met the targets for KPI 2, 3 and 4 such that, in accordance with Section 8 Key Performance Indicators and Incentives, the incentive payment has been assessed as £60,000

Gross Value of Work Executed	£800,000
Less 10% (payable subject to performance)	<u>£ 80,000</u>
	£720,000
Plus incentive payment based on performance against KPI 2, 3 and 4	<u>£ 60,000</u>
	£780,000
Less Retention @ 2½%	<u>£ 19,500</u>
<u>Net Amount certified</u>	<u>£760,500</u>
Less amounts previously certified	

3. Example Certificate issued after notification by the Contract Administrator that all defects identified in accordance with clause 2.12 have been rectified to his satisfaction (Final Certificate)

Where the Gross value of work is £820,000, and the Contractor has met the targets for KPI 1-5 such that, in accordance with Section 8 Key Performance Indicators and Incentives, the incentive payment has been assessed as £70,000

Gross Value of Work Executed	£820,000
Less 10% (payable subject to performance)	<u>£ 82,000</u>
	£720,000
Plus incentive payment based on performance against KPI 1-5	<u>£ 70,000</u>
	£790,000
<u>Total final payable amount (Final Account)</u>	<u>£790,000</u>
Less amounts previously certified	

DEED OF UNDERTAKING

THIS DEED is made on the day of 2012

BETWEEN:

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM of Town Hall, King Street, London W6 9JU
(the "Council")**

and

[¹
]whose registered office is situate at the [
]("Contractor")

WHEREAS

- a) The Contractor has requested certain information (the 'Employee Liability Information') which is more particularly set out in the Schedule in order to ascertain whether it has obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the EC Council Directive 2000 (the Acquired Rights Directive); and
- b) The Council agrees to supply the Employee Liability Information.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:-

- (1) The Contractor shall ensure that neither it nor any of its officers or employees discloses or uses any of the Employee Liability Information except for the purposes of complying with its obligations under Transfer of Undertakings (Protection of Employment) Regulations 2006.
- (2) In the event that the parties fail to agree the terms of a Measured Term Contract For The Inspection And Maintenance Of Fire Fighting Equipment In Council-Owned Housing Properties 2012–2017 then all of the Employee Liability Information, including any copies made by the Contractor or any of its officers or employees must be returned immediately to the Council.
- (3) If
 - (a) the Contractor or any of its officers or employees makes a disclosure in contravention of this Deed of Undertaking; or
 - (b) the Contractor becomes aware of facts indicating that any of its officers or employees has or may have disclosed information in contravention of this Deed of Undertaking;

¹ Please insert name and registered address of company.

The Contractor shall

- (i) immediately serve upon the Council a notice specifying the information concerned and the parties or persons to whom it has or may have been disclosed or the use to which it has or may have been put; and
 - (ii) promptly provide the Council with any further information which it reasonably requests about that disclosure or use.
- (4) Both the Council and the Contractor agree that they will comply with all the requirements of the Data Protection Act 1998 in relation to this Deed of Undertaking.
- (5) The Contractor acknowledges that, since damages are unlikely to be an adequate remedy for a breach of this Deed of Undertaking, the Council is entitled to an injunction to prevent a breach or a continued breach.
- (6) This Deed of Undertaking shall continue to have effect for a period of 18 months from the date that the Employee Liability Information is disclosed to the Contractor.

SCHEDULE OF EMPLOYEE LIABILITY INFORMATION

- identification of employee and age,
- the date when the employment began, and
- the date on which the employee's period of continuous employment began (taking into account any employment with a previous employer which counts towards that period).
- the scale or rate of remuneration or the method of calculating remuneration,
- the intervals at which remuneration is paid (that is, weekly, monthly or other specified intervals),
- any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours),
- any terms and conditions relating to any of the following-
 - (i) entitlement to holidays, including public holidays, and holiday pay (the particulars given being sufficient to enable the employee's entitlement, including any entitlement to accrued holiday pay on the termination of employment, to be precisely calculated),
 - (ii) incapacity for work due to sickness or injury, including any provision for sick pay, and
 - (iii) pensions and pension schemes,
 - (iv) benefits (including though not limited to bonus schemes and allowances)
- the length of notice which the employee is obliged to give and entitled to receive to terminate his contract of employment,
- the title of the job which the employee is employed to do or a brief description of the work for which he is employed,
- where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end,
- either the place of work or, where the employee is required or permitted to work at various places, an indication of that and of the address of the employer,
- any collective agreements which directly affect the terms and conditions of the employment.
- information of any disciplinary procedure taken against any employee within the previous two years in circumstances where the Employment Act 2002 (Dispute Resolution) Regulations 2004 apply.
- information of any grievance procedure taken by any employee within the previous two years in circumstances where the Employment Act 2002 (Dispute Resolution) Regulations 2004 apply.
- Information of any court or tribunal case, claim or action brought by an employee against the Council within the previous two years.
- Information of any court or tribunal case, claim or action that the Council has reasonable grounds to believe that an employee may bring against the transferee arising out of the employee's employment with the Council.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first before written.

SIGNED AS A DEED BY
THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH
AND FULHAM

ACTING by.....
(duly authorised officer)

SIGNED AS A DEED BY

.....

ACTING by
.....
(Director)

.....
(Director/Company Secretary)* delete as applicable

**MEASURED TERM CONTRACT
FOR
HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE CYCLICAL
PLANNED MAINTENANCE TO COUNCIL OWNED HOUSING
PROPERTIES 2012-2015**

SECTION NO 6

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

The contract shall be the Measured Term Contract published by the Joint Contracts Tribunal (MTC) 2011 Edition, issued by the JCT, and further amendments, additions or supplementary conditions noted hereinafter.

The contract will be sealed as a Deed.

The Articles of Agreement will be completed as follows:-

Employer: **Mayor and Burgesses of the London Borough of Hammersmith & Fulham of The Town Hall, King Street, Hammersmith, London W6 9JU**

Recitals

Whereas

- First** the Employer requires maintenance and minor works to be carried out to:
- Council own properties anywhere within the London Borough of Hammersmith and Fulham** ('the Contract Area') in accordance with the details set out or referred to in the Contract Particulars;
- Second** the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** the Employer has appointed a CDM Co-ordinator pursuant to regulation 14(3) of the CDM Regulations to ensure that, where so required by those regulations, a Construction Phase Plan which complies with their requirements is prepared in respect of each project to which an Order relates and that that plan is provided to the Contractor before the commencement of construction work under the relevant Order;
- Fifth** the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;
- Sixth** the Supplemental Provisions identified in the Contract Particulars apply

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2: Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 11), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 12 and 13).

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is Maureen McDonald-Khan of Building & Property Management, Environment Department, London Borough of Hammersmith & Fulham **or her duly authorised representative**, or if he ceases to be the Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.10.1 of the Conditions.

Article 4: CDM Co-ordinator

The CDM Co-ordinator for the purposes of the CDM Regulations is the Building & Property Management, Environment Department, London Borough of Hammersmith & Fulham or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

Article 6: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2

Article 7: Arbitration

Where Article 7 applies, then subject to Article 6 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 7 are:

- any dispute or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and

- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 8: Legal Proceedings

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

ADDENDUM TO THE ARTICLES OF AGREEMENT

LBH& F amendments and Additions to the Conditions of Contract

The Conditions shall have effect as modified by the amendments in “London Borough of Hammersmith and Fulham Amendments and Additions to the Conditions of Contract” attached hereto.

Special Conditions of Contract

The Contractor shall comply with the “Special Contract Conditions of Contract (Applicable to all Council Contracts)” inclusive attached hereto.

CONTRACT PARTICULARS

1 Properties and description of the types of work (First Recital)

- .1 List of properties in the Contract Area in respect of which Orders may be issued

Any housing property of the London Borough of Hammersmith & Fulham within the Borough.

- .2 Description of the types of work for which Orders may be issued

Cyclical Planned Maintenance works to the external and communal areas of occupied dwellings. Properties may be single dwellings or multiple flats within Estates or Blocks. Properties may be low, medium or high rise. The works include pre-decoration repairs, redecoration works, general repairs, replacement and maintenance to the external fabric of the buildings including windows, doors, roofs, walkways, external walls, cladding and communal areas. Works to communal areas to also include the testing and repair/upgrading/replacement of electrical installations and other services including Mechanical, External paving areas, roadways, fencing, gates, outbuildings are also included.

2 Supplemental Provisions (Sixth Recital and Schedule)

Collaborative Working

Paragraph 1
applies

Health & Safety

Paragraph 2
applies

Cost savings and value improvements

Paragraph 3
applies

Sustainable development and environmental considerations

Paragraph 4
applies

Performance Indicators and Monitoring

Paragraph 5
applies

Notification and negotiation of disputes

Paragraph 6
applies

Where paragraph 6 applies, the respective nominees of the Parties are

Employer's Nominee
Matthew Martin

Contractor's Nominee

TBC (Director)

or such replacement as each party may notify to the other from time to time

3 Contract Period
(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be **three years** commencing **on August 2012 (anticipated)**

4 Arbitration
(Article 7)

Article 7 and clauses 9.3 to 9.8 (Arbitration) **apply**

5 Orders – minimum and maximum value
(Clause 2.4)

Minimum value of any one Order to be issued

£20,000.00 (Twenty Thousand Pounds)

Maximum value of any one Order to be issued

£2,000,000.00 (Two Million Pounds)

6. Orders – value of work to be carried out
(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

£30,000,000.00 (Thirty Million Pounds) for the Contract Period

7 Orders – priority coding
(Clause 2.6)

Not Applicable

8 Construction Industry Scheme (CIS)
(Clause 4.2)

The Employer at the commencement of the Contract Period **is a Contractor** for the purposes of the CIS

9 Progress Payments
(Clause 4.3.1)

Estimated value of an Order above which progress payments can be applied for

£30,000.00

10 Responsibility for measurement and valuation
(Clause 5.2)

The Contractor shall measure and value all Orders

11 Schedule of Rates
(Clauses 5.3, 5.6.1 and 5.6.2)

.1 **The Schedule of Rates** is

*** the National Schedule of Rates**

Subject to adjustment of the rates listed in that Schedule by

* the addition

* the deduction

Of the adjustment Percentage, which is **See Section 2 for adjustment per cent**

.2 Where the Schedule of Rates is * National Schedule of Rates (Building Works)
The National Schedule of Rates the
Version(s) identified opposite are to
apply

.3 **Rates – Fluctuations**
(Clause 5.6.1)

does not apply

.4 **Basis and dates of revision**

Is as follows:

Orders placed 01/08/2012 - 31/03/13 shall be priced on the National Schedule of Rates 2011/2012 Edition.

Orders placed 01/04/2013 - 31/03/14 shall be priced on the National Schedule of Rates 2012/2013 Edition.

Orders placed 01/04/2014 - 31/03/15 shall be priced on the National Schedule of Rates 2013/2014 Edition.

Orders placed 01/03/2015 - 31/07/15 shall be priced on the National Schedule of Rates 2014/2015 Edition.

12 Daywork

(Clauses 5.4, 5.6.3 and 5.6.4)

.1 Valuation – percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials **15%**

Overheads and profit on Plant **15%**
Services and Consumable Stores

Overheads and profit on Sub-Contractors **10%**

.2 Revision of Schedule of Hourly Charges

Clause 5.6.3 does not **apply**

the annual revision date is **N/A**

the basis of revision of hourly charges, if not set out in the Schedule of Hourly Charges **N/A**

13 Overtime work

(Clause 5.7)

Percentage addition in respect of overheads and profit on non-productive overtime rates is **Not applicable per cent**

14 Insurance

(Clause 6.4.1.2, 6.9, 6.11 and 6.14)

.1	Insurance cover for any one occurrence or series of occurrences arising out of one event	£5,000,000.00
.2	Percentage to cover professional fees	12.5%
.3	Annual renewal date of insurance as supplied by the Contractor	TBC
.4	Terrorism Cover – details of the required cover	TBC

15 Break Provisions - Employer or Contractor

(Clause 7.1)

The period of notice, if less than 13 weeks is:

Employer's break: 13 weeks notice any time following expiry of first six months of the Contract Period.

Contractor's break: 26 weeks notice any time following expiry of first 12 months of the Contract Period

16 Settlement of Disputes

(Clause 9.2, 9.3 and 9.4.1)

Adjudication

Nominating body

The President or a Vice President of the Royal Institute of Chartered Surveyors

Arbitration

Appointer of Arbitrator

The President or a Vice President of the Royal Institute of Chartered Surveyors

In witness whereof the Employer and the Contractor have caused their respective Common Seals to be hereunto affixed the day and the year first above written

The Common Seal of the Council of the London
Borough of Hammersmith and Fulham was
hereunto affixed to this Deed in the presence:

[The Officer duly authorised on behalf
of the London Borough of
Hammersmith and Fulham]

The Common Seal of:

was hereunto affixed to this Deed in the
presence of:

(signature)

[Director][Company Secretary]*
*(*delete as applicable)*

(print name in BLOCK capitals)

(signature)

[Director]

(print name in BLOCK capitals)

*(*delete as applicable)*

The contract shall be the Measured Term Contract published by the Joint Contracts Tribunal 2011 issued by the JCT, and further amendments, additions or supplementary conditions noted hereinafter.

The contract will be sealed as a Deed.

CONTRACT CLAUSE HEADINGS, INCLUDING ALTERATIONS AND AMENDMENTS

Conditions

Section 1 **Definitions and Interpretation**

1.1 Definitions

Add "Employer's Quantity Surveyor or Quantity Surveyor shall be Ridge and Partners LLP"

Add "Schedule of Hourly Charges shall be as the relevant edition of the National Schedule of Rates subject to the percentage adjustments given on the Form of Tender"

1.2 Agreement etc. to be read as a whole

1.3 Headings, references to persons, legislation etc.

1.4 Reckoning periods of days

1.5 Contracts (Rights of Third parties) Act 1999

1.6 Notices and other communications

1.7 Applicable law

Section 2 **Carrying out work**

2.1 Contractor's obligations

2.2 Materials, goods and workmanship

2.2.4.2 Delete the word "scaffolding"

2.3 Rights of Employer

2.4 Size and duration of Orders

2.5 Value of work to be carried out under this Contract

2.6 Orders – completion

2.6A Insert new clause 2.6A as follows:-

Damages for non-completion

Where the Employer has decided that Liquidated and Ascertained Damages shall be applicable to an Order, this shall be stated on the Order together with the rate thereof.

If the works incorporated into an order are not completed by the completion date stated on the Order and given in accordance with (the new) clause 2.6 above or by any later period fixed under Clause 2.10 hereof the Contractor shall pay or allow to the Employer Liquidated and Ascertained Damages at the rates calculated in accordance with Appendix D of the Tender Document and as advised by the Contract Administrator for each Order.

The stated damages are applicable to individual Orders for every calendar day for the period during which the work comprising an individual Order shall remain or have remained incomplete. The Employer may deduct such Liquidated and Ascertained Damages from any monies due to the Contractor under this Contract or he may recover them from the Contractor as a debt.

2.7 Programme

2.8 Divergences from Statutory Requirements

2.9 Fees or charges

Delete the last sentence of clause 2.9 and insert “The Tender Percentage Additions/Deductions will be deemed to include reimbursement for the payment of all such fees and charges.”

2.10 Extension of Time

2.11 Order Completion Date

Delete clause 2.11.1 and replace with new clause 2.11.1 as follows:-

2.11.1 The Contractor shall notify the Contract Administrator in writing the date when in his opinion an Order will be completed, such notification shall be received by the Contract Administrator at least 7 days in advance of the date so given.

Delete clause 2.11.2 and replace with new clause 2.11.2 as follows:-

2.11.2 When in the opinion of the Contract Administrator an Order has been completed and/or supplied in accordance with the contract, he shall forthwith issue a certificate to such effect. The Order Completion Date shall be deemed to be the date so named on the certificate.

Insert new clause 2.11.3 as follows:-

2.11.3 It shall be a condition precedent of the Order Completion Date that all information reasonably required by the CDM Co-ordinator and/or Contract Administrator under clause 3.9 has already been provided by the Contractor.

2.12 Defects

Amend to "12 months" instead of "6 months"

Section 3

Control of Work

3.1 Assignment

3.2 Sub-Contracting by Contractor

Insert additional clauses:-

3.2A Specialist Sub-Contractors

For certain items of a specialist nature the Contract Administrator shall instruct the Contractor with regard to the sub-letting of such works, which may include design.

The Contractor shall have the right of reasonable objection to any proposed specialist Sub-Contractor.

Such specialist Sub-Contractors under this clause shall become Domestic Sub-Contractors and in consideration for this the Employer's Quantity Surveyor/Contract Administrator will allow the addition of 10% (as stated in clause 12 of the Conditions of Contract) to the Sub-Contractors' net accounts (after the deduction of all (trade and cash) discounts, which will be deemed to cover the Contractor's overheads and profit and any other costs incurred in respect of the sub-contracts. This clause (3.2) shall be deemed to take preference over any contradictory provisions of the NSR. Any necessary specific attendances will be valued separately in accordance with the contract.

3.2B Sub-let works

With reference to the above the Contractor is advised that the sub-letting of the following (non-exhaustive) list of works are likely to be instructed:-

- (a) Scaffolding including hire charges (where over £3,000 value).
- (b) Plumbing and Mechanical Installations
- (c) Electrical Installations

(d) Dpc injection and timber infestation treatment

(e) Works normally considered "Specialist" and/ or not covered under the under the National Schedule of Rates.

3.2C Contractor Design

Where the Contract Administrator instructs the Contractor to carry out design, or works that include design elements, whether by a Sub-Contractor or other designer, such works will be deemed to be of a Specialist nature and subject to all sub-clauses under clause 3.2. The Contract Administrator will either on the Order or by means of a Variation specifically list any works which contain a design element.

(1) Where the Contractor either by himself or by means of any employee, agent, Sub-contractor or supplier, is required under the Contract to undertake the design of any part of the Works, he shall submit to the Contract Administrator for approval two copies of a suitable drawing design document or other suitable design information relating to that works, in the form and medium instructed by the Contract Administrator. The Contractor shall not commence any work to which such drawing, design document or design information relates unless the design has been approved in writing by the Contract Administrator, and the Contractor shall not further alter that design without the further written approval of the Contract Administrator. The approval of the Contract Administrator shall not relieve the Contractor of any liability which he would otherwise have in respect of the design in accordance with the following paragraph (2).

(2) The Contractor's liability to the Employer in respect of any defect or insufficiency in any design undertaken by the Contractor himself or by means of any employee, agent, Sub-contractor or supplier shall be the same as would have applied to an appropriate professional designer who had held himself out as competent to take on work for such design and who had acted independently under a separate contract with the Employer and supplied such a design for, or in connection with, works to be carried out and completed by a contractor not being the supplier of the design.

(3) Any such Sub-Contractor shall be deemed to be a Domestic Sub-Contractor and the Contractor is to provide such evidence of Professional Indemnity Insurance and any requisite Collateral Warranties (in a form acceptable to the Employer) necessary to provide the Employer with Professional Indemnity Insurance of £1,000,000.00 for each element of contractor design.

3.3 Contractor's representative

3.4 Access to the Site

3.4.1 Delete the words “Except to the extent” until “where the Site is occupied” and replace with the following words:

“Except to the extent that Appendix G of the Tender Document provides, access to the Site shall be arranged by the Contractor in accordance with Appendix G of the Tender Document, who,”

3.4.2 Delete the words “if the Contractor...” until “he shall forthwith” and replace with the following words:

“If the Contractor is unable to gain access to the Site in accordance with Appendix G of the Tender Document or, having been granted access to an occupied Site, cannot reasonably carry out the Order, he shall forthwith”

Insert additional clauses:-

3.4A For all Orders the Contractor is to agree access to sites with the Contract Administrator before commencement of the works for each individual Order.

3.4B For occupied properties, the Contractor shall be responsible for arranging access with individual building users which must be by agreement with the occupiers. Failure by occupiers to keep appointments shall be at the Contractor's risk.

3.4C Notwithstanding the provisions of clauses 3.4.1 and 3.4.2 no claims for additional costs caused by access difficulties arising from the execution of the works within any Order which in the opinion of the Contract Administrator could reasonably have been identified at the time of the preparation of the estimate, site measurement, design development etc as described in Section 2.9 prior to the issue of the Order will be allowed. In this respect the decision of the Contract Administrator shall be final and binding.

3.4.D Clause 3.4 including all sub-clauses thereunder shall take preference over any contradictory provisions of the National Schedule of Rates.

3.5 Variations

3.6 Cancellation of an Order

3.7 Exclusion from the Site

3.8 Non-compliance with Contract Administrator's instructions

3.9 Undertakings to comply

3.10 Appointment of successors

Section 4

Payment

4.1

VAT

4.2

Construction Industry Scheme (CIS)

4.3

Progress payments

4.3A

Insert additional clause as follows:-

The amount certified by the Contract Administrator in accordance with clause 4.3 shall be:-

I. For Certificates prior to the Order Completion Date –

90% of the value of work properly executed and/or supplies made by the Contractor pursuant to the Order, plus up to 2% incentive payments for KPI 3 measured and valued in accordance with Section 8 Key Performance Indicators and Incentives, less 10% retention on the total valuation amount, after taking into account any amounts previously certified in respect of the relevant Order;

II. For Certificates issued after the Order Completion Date but prior to the notification by the Contract Administrator that all defects identified in accordance with clause 2.12 have been rectified to his satisfaction –

90% of the value of work properly executed and/or supplies made by the Contractor pursuant to the Order, plus up to 5% incentive payments for KPIs 2, 3 and 4 measured and valued in accordance with Section 8 Key Performance Indicators and Incentives, less 2½% retention on the total valuation amount, after taking into account any amounts previously certified in respect of the relevant Order;

III. For Certificates issued after notification by the Contract Administrator that all defects identified in accordance with clause 2.12 have been rectified to his satisfaction –

90% of the value of work properly executed and/or supplies made by the Contractor pursuant to the Order, plus up to 10% incentive payments for KPIs 1, 2, 3, 4 and 5 measured and valued in accordance with Section 8 Key Performance Indicators and Incentives, after taking into account any amounts previously certified in respect of the relevant Order.

4.4

Final payment where Contract Administrator measures and values Orders

4.4.2

After 4.3.3 add the words "4.3A"

- 4.5 Final payment where Contractor measures and values Orders
- 4.6 Payments – final date and amount
- 4.6.6 Insert the following words “-save as under 4.3A above,” after “If the Employer fails to pay a sum, or any part of it”
- 4.7 Contractor’s right of suspension

Section 5 Measurement and Valuation

- 5.1 Definition of Variations
- 5.2 Measurement and Valuation - responsibility
- 5.2 Valuation - measurement
- 5.3 Valuation – daywork

Delete clause 5.4.1 and replace with new clause 5.4.1 as follows:-

- 5.4.1 **Where in the opinion of the Employer’s Quantity Surveyor or the Contract Administrator (if carrying out the Employer’s Quantity Surveyor’s duties) the appropriate basis for valuation of an Order or part thereof is daywork, the direct labour rate, shall be as given in the National Schedule of Rates using the edition specified for use in clause 11 of the Contract Particulars, subject to the percentage adjustment as given on the Form of Tender. Plant and materials used in connection with the work valued on daywork shall be valued at net cost after the deduction of all discounts (including trade and cash) adjusted by the percentage adjustment as given on the Form of Tender and inserted in clause 12 of the Contract Particulars.**

- 5.5 Derived rates

- 5.5.1 **Delete the words “or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be”**

Delete clause 5.5.2 and replace with new clause 5.5.2 as follows:-

- 5.5.2 **If in the opinion of the Employer’s Quantity Surveyor or the Contract Administrator (if carrying out the Employer’s Quantity Surveyor’s duties), it is not practical or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or to deduce rates or prices therefrom or to apply the rates and prices in the Schedule of Hourly Charges, the value shall be agreed between the parties, failing which it shall be ascertained on a fair and reasonable basis by the Employer’s Quantity Surveyor or the Contract Administrator (if carrying out the Employer’s Quantity Surveyor’s duties) after consultation with the Contractor.**

- 5.6 Rates - Fluctuations
- 5.7 Overtime work
- 5.8 Interruption of work – unproductive costs

Delete the words “during normal working hours” and replace with the words “during the agreed working hours for the particular Order or site”

Section 6 Injury, Damage and Insurance

- 6.1 Liability of Contractor – personal injury or death
- 6.2 Liability of Contractor – injury or damage to property
- 6.3 Injury or damage to property – work and Site Materials excluded
- 6.4 Contractor’s insurance of his liability
- 6.5 Excepted Risks
- 6.6 Related definitions
- 6.7 Insurance of existing structures
- 6.8 Evidence of insurance
- 6.9 All Risks Insurance of work or supply comprised in Orders
- 6.10 Insurance documents – failure by Contractor to insure
- 6.11 Use of Contractor’s annual policy – as alternative
- 6.12 Notification of occupation and use
- 6.13 Loss or damage, insurance claims and Contractor’s obligations
- 6.14 Terrorism cover – policy extensions and premiums
- 6.15 Terrorism cover – non-availability – Employer’s options

Section 7 Break Provision – Rights of each Party

- 7.1 Break notice

Delete entire Clauses 7.1 and add New Clause 7.1 as follows:-

- 7.1A The Employer shall have the right to reduce the duration of the Contract Period by giving the Contractor in writing not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the

Contract Particulars (item 15)). That notice may expire at any time not less than 6 months after the date of commencement of the Contract Period.

- 7.1B The Contractor shall have the right to reduce the duration of the Contract Period by giving the Employer in writing not less than 26 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 15)). That notice may expire at any time not less than 12 months after the date of commencement of the Contract Period.

Section 8 Termination for Default, etc.

- 8.1 Meaning of insolvency
- 8.2 Notices under section 8
- 8.3 Other rights, reinstatement
- 8.4 Default by Contractor
- 8.5 Insolvency of Contractor
- 8.6 Corruption
- 8.7 Default by Employer
- 8.8 Insolvency of Employer
- 8.9 Termination by Employer – valuation, certificate and payment
- 8.10 Termination by Contractor – account and payment

Section 9 Settlement of Disputes

- 9.1 Mediation
- 9.2 Adjudication
- 9.3 Arbitration – conduct of arbitration
- 9.4 Notice of reference to arbitration
- 9.5 Powers of Arbitrator
- 9.6 Effect of award
- 9.7 Appeal – questions of law
- 9.8 Arbitration Act 1996

**Schedule
(Sixth Recital)**

Supplemental Provisions

- | | |
|---|--|
| 1 | Collaborative working |
| 2 | Health and safety |
| 3 | Cost savings and value improvements |
| 4 | Sustainable development and environmental considerations |
| 5 | Performance Indicators and monitoring |
| 6 | Notification and negotiation of disputes |

**SPECIAL CONDITIONS OF CONTRACT
(RELATING TO EMPLOYER'S CONTRACTS CODE)**

**ADD NEW SECTION 10
LOCAL GOVERNMENT OMBUDSMAN**

- 10.1 In addition to its obligations under the Contract, where any investigation by Local Government Ombudsman (as appointed by the Commission for Local Administration in England) takes place the Contractor shall at no cost to the Employer:-
- (i) provide any information requested in the timescale allotted; and
 - (ii) attend any meetings as required and permit its staff, operatives or sub-contractor to so attend; and
 - (iii) promptly allow access to and investigation of any documents deemed to be relevant; and
 - (iv) allow itself and any employee or sub-contractor to appear as witness in any ensuing proceedings; and
 - (v) co-operate fully and promptly in every way required by the Local Government Ombudsman during the course of that investigation.
- 10.2 For the avoidance of doubt, where any financial redress or other compensation is recommended by the Local Government Ombudsman in any investigation arising directly or indirectly out of the provision of the works or any other action by the Contractor or its staff or sub-contractors then the Council shall seek to recover the cost of that financial redress or other compensation from the Contractor.

**ADD NEW SECTION 11 AS FOLLOWS:-
CONTRACT ADMINISTRATOR'S DUTIES**

- 11.1 The Contract Administrator is required, under the terms of the Council's internal procedures, to give a minimum of five days' notice for, and obtain the prior specific approval of the Council's Client Agent Officer before exercising the following duties:-
- 11.1.1 Contract Administrator's Instructions which results or could result in additional expenditure above approved limits.
 - 11.1.2 Extension of Time
 - 11.1.3 Certificate of Practical Completion
 - 11.1.4 Certificate of Making Good Defects
 - 11.1.5 Final Certificate

**ADD NEW SECTION 12
PREVENTION OF BRIBERY AND CORRUPTION**

- 12.1 The Employer in accordance with the provisions of the Prevention of Corruption Acts 1889 to 1916 and Section 117 of the Local Government Act 1972 shall take necessary steps to cancel any Contract and to recover from the Contractor and/or the Member(s) and/or employee(s) the amount of any loss resulting from such cancellation, if:-
- (a) the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or foreborne to do any act in relation to the obtaining or execution of the Contract and any other Contract with the Employer, or
 - (b) the Contractor has shown or foreborne to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer, or
 - (c) the like acts in (a) or (b) above shall have been done by person employed by the Contractor or acting on behalf of the Contractor (whether with or without the knowledge of the Contractor), or
 - (d) in relation to any contract with the Employer the Contractor, or any person employed by the Contractor's or acting on behalf of the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972 to any Member(s) of the Employer or to any employee(s) of the Employer.

**ADD NEW SECTION 13
PROBITY AND POLITICAL NEUTRALITY**

- 13.1 The purpose of letting the Contract is to provide a public service from public funds on behalf of a democratically elected Local Authority.
- 13.2 The Contractor shall undertake on its behalf and that of its employees and of its agents that it will:-
- (a) immediately ensure that the Employer is made aware of any impropriety, maladministration of which it or they may become aware;
 - (b) follow every lawful expressed policy of the Employer; and
 - (c) not permit personal political, religious or ethical beliefs to interfere with the provision of the works; and
 - (d) refrain from illegal, corrupt or improper practices or relationships the effect of which might bring the reputation of the Employer into disrepute.

**ADD NEW SECTION 14
CONFLICT OF INTEREST**

- 14.1 The Contractor shall ensure by advance declaration that there is no actual or potential conflict of interest in respect of works carried out in relation to this contract.
- 14.2 Should there be perceived conflict of interest then:-
- (a) the Contractor shall take reasonable steps to remove or avoid the conflict of interest;
 - (b) if the conflict of interest cannot be removed or avoided, the Employer may either vary the Contract or terminate the Contract.

**ADD NEW SECTION 15
COMPLAINTS PROCEDURE**

- 15.1 The Contractor shall demonstrate that it operates a complaints procedure which meets the standards of the Employer's "Corporate Public Complaints Procedure in the London Borough of Hammersmith and Fulham – Guidance Notes for Staff" (hereafter called the "Complaints Procedure").
- 15.2 The Contractor will be required to co-operate with any investigations carried out by officers of the Employer under the Complaints Procedure on behalf of Members, MPs, the Local Government Ombudsman, members of the public.
- 15.3 The Contractor will be required to maintain such a procedure for the duration of the Contract.

**ADD NEW SECTION 16
OFFICIAL ENQUIRIES AND CONTACT WITH THE PUBLIC**

- 16.1 The Contractor will be required to respond promptly to the Contract Administrator in connection with all correspondence, telephone calls and personal enquiries made to the Contract Administrator by Councillors, Members of Parliament, Members of the European Parliament, the Local Authority Ombudsman, the Health & Safety Executive, the Commission for Racial Equality, the Equal Opportunities Commission, members of the public and the Employer's external auditors. All correspondence is to be answered within a maximum of 15 working days (or less as may be required by the Contract).
- 16.2 The Contractor will ensure that its staff treat members of the public and residents of the Borough courteously. In accordance with the Employer's Equal Opportunities policy for the provision of services, the Contractor will ensure that members of the public and residents of the Borough are not precluded from the services being provided or discriminated against by reason of race, religion, gender, sexual orientation, disability or understanding.

**ADD NEW SECTION 17
THE RIGHT TO SET OFF**

- 17.1 "The Employer will pay to the Contractor the Total of the Prices or other sum as shall become payable hereunder at any time and in the manner specified in the Contract Documents PROVIDING ALWAYS that the Employer shall be entitled to deduct any monies from time to time due them under this agreement or by any other agreement or contracts between the Contractor and the Employer or otherwise without prejudice to their rights to recover any monies due under this agreement or any other agreement or any balance from time to time owing to them in any other manner".

**ADD NEW SECTION 18
IDENTIFICATION OF THE CONTRACTOR'S EMPLOYEES WHILE ON COUNCIL
PROPERTY**

- 18.1 "The Contractor shall provide, at its own expense, photographic identification cards (hereafter referred to as "the Cards") for its employees which shall have and contain the following information:-
- (i) A passport size photograph of the person.
 - (ii) The name of the person.
 - (iii) The name of the Company.
 - (iv) The payroll or wage number of the person (when used).
 - (v) The date of issue and expiry date.

**ADD NEW SECTION 19
SUB-CONTRACTORS AND CONTRACT ASSIGNMENT**

- 19.1 The Contractor shall not:
- (a) Assign the Contract without the prior written consent of the Employer first being obtained,
 - (b) Sub-let any portion of the Contract without the prior written consent of the Contract Administrator first being obtained,

**ADD NEW SECTION 20
DELAYS IN PERFORMANCE**

- 20.1 "Should the Contractor fail to perform the work within the time or times specified in the Contract, the Employer, without prejudice to any other remedy for breach of contract, shall be at liberty to the extent of such default to purchase other goods, materials or services, as the case maybe, of the same or similar description to make good (a) such default, or (b) in the event of the contract being wholly determined to purchase goods, materials or services the goods, materials.or services in lieu of those which the Contractor was obliged to provide. If the cost of such purchases is greater than the amount due to the Contractor for that portion of the Contract, this additional cost shall be recoverable by the Employer from the Contractor".

**ADD NEW SECTION 21
REQUIREMENTS IN CONNECTION WITH HEALTH AND SAFETY**

- 21.1 The Contractor shall at all times comply with the requirements of the Health and Safety Act 1974 and all Amendments thereto and of any other provisions of any Acts, Regulations, Orders or rules of law pertaining to health and safety, and applying to work being carried out by the Contractor.
- 21.2 The Contractor shall at all times comply with the requirement of its own safety policy statements and safety codes of practices, and of such safety policy statements and safety codes of practice as the Employer may from time to time adopt or require and notify to the Contractor.
- 21.3 The Contractor shall provide such information and documents as the Employer or the Contract Administrator may require as evidence of such compliance and shall maintain copies of all relevant legislation, codes of practice and working rules for the kind of work undertaken, shall permit its employees to use and refer to them, and shall permit the Contract Administrator to inspect them.
- 21.4 The Contractor shall:
- (a) Appoint one or more Safety Officers, who shall have responsibility for matters affecting health and safety at the Sites.
 - (b) Notify the Contract Administrator of the name of each Safety Officer;
 - (c) Ensure that each site of the works is inspected by the appropriate Safety Officer on a quarterly basis and that a written report is made by the Safety Officer of each such inspection.
 - (d) Provide the Contract Administrator within two weeks of the making of the report with a copy of the report.
- 21.5 The Contractor shall:
- (a) Provide the Contract Administrator with a copy of the Contractor's current safety policy statement and safety codes of practice;
 - (b) Inform the Contract Administrator as soon as it becomes aware of any prosecution or pending or likely prosecution of the Contractor for any offence pertaining to the health and safety of its employees or of other persons, or of any conviction on such prosecution, and shall provide the Contract Administrator with such further information and documents as the Contract Administrator may require;
 - (c) Consult regularly with such health and safety representatives or committees as the Contractor's employees may appoint or establish;
 - (d) Permit any Contract Project Officer nominated by the Employer to enter and inspect without prior notice at any reasonable time any premises, persons, equipment or materials used, in the process of being used or proposed to be used, by the Contractor in the provision of the Service.

- 21.6 The Contractor shall take such steps as are necessary to ensure that its employees engaged upon the said works, and those of its sub-contractors so engaged if any, are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in the said works or present on the site of the works, and of the general public.
- 21.7 The Contract Administrator shall be empowered to suspend the provision of the Service in the event of non-compliance by the Contractor with health and safety matters. The Contractor shall not resume provision of the service until the Contract Administrator is satisfied that the non-compliance has been rectified. In respect of any such period of suspension, the default provisions as set out in these conditions shall apply.
- 21.8 The Contractor shall review its health and safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices or the introduction of new materials, equipment, vehicles or machinery and shall notify the Employer in writing of any such revisions.

**ADD NEW SECTION 22
REQUIREMENT IN CONNECTION WITH RACE RELATIONS**

- 22.1 The Contractor shall at all times comply with the requirements of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000; and the Race Relations Act 1976 (Amendment) Regulations.
- 22.2 The Contractor shall give the Employer such information, such access to documents and such copies of documents as the Employer may require in order to satisfy himself or herself as to the Contractor's compliance with the foregoing sub-clause.
- 22.3 The Contractor shall so far as practicable and to the satisfaction of the Employer follow the practical guidance, recommendations and advice contained in the Code of Practice for the elimination of racial discrimination and the promotion of equality of opportunity in employment issued by the Commission for Racial Equality pursuant to Section 47(1) and (7) of the Race Relations Act 1976; and shall in particular (but without prejudice to the foregoing) operate an equal opportunities policy which is not less favourable than required to comply fully (so far as practicable) with the practical guidance, recommendations and advice contained in paragraphs 1.1 and 1.3 of the said Code of Practice and with the guidance papers referred to in paragraph 1.1 of the Code of Practice.
- 22.4 The Contractor shall at the request of the Contract Administrator provide the Employer with a breakdown of its workforce by race and grade as the Contract Administrator may reasonably require in order to satisfy himself or herself as to the Contractor's compliance with Conditions 22.1 and 22.3 so far as relevant.
- 22.5 The Contractor shall monitor the representation within its workforce of employees of different racial groups (meaning groups of persons defined by

reference to colour, race, nationality or ethnic or national origins) and shall, so far as the Contractor is not prohibited from doing so by the Race Relations Act 1976 or any subsequent legislation, take all or such part of the following action as may be appropriate if it appears to the Contractor that any racial group is under-represented in its workforce engaged in any trade or trades by comparison with the proportion of members of that racial group known to be engaged in such trade or trades either in Greater London or in the United Kingdom or Great Britain and Northern Ireland as a whole:-

- The placing of job advertisement designed to reach members of those racial groups and to encourage their applications; for example, through the use of the ethnic minority press (as well as other newspapers) and/or the use of advertisements in the languages of those racial groups;
- The inclusion in job advertisements of the following slogan (or of a slogan carrying the same or similar meaning): "We are an equal opportunity employer",
- The use of employment agencies and careers offices in areas where members of those racial groups live and work;
- Recruitment schemes for school leavers designed to reach members of such racial groups;
- Encouragement to employees from such racial groups to apply for promotion or transfer opportunities;

22.6 The Contractor shall inform the Contract Administrator as soon as becoming aware of any legal proceedings (whether civil or criminal) brought or likely to be against the Contractor under the legislation mentioned in Clause (22.5) above or of any Judgements, awards, convictions, or settlements arising from, and shall provide the Contract Administrator with such further information and documentation as he or she may require in relation thereto.



10

**LONDON BOROUGH OF HAMMERSMITH AND FULHAM
MEASURED TERM CONTRACT FOR HOUSING REPAIR SERVICE COMPRISING
BOROUGH WIDE CYCLICAL PLANNED MAINTENANCE TO COUNCIL OWNED
HOUSING PROPERTIES 2012-2015**

20

CONTRACT PERIOD: THREE (3) YEARS

REVISED - INSTRUCTIONS TO TENDERERS

1. INVITATION TO TENDER

- 1.1. The London Borough of Hammersmith and Fulham (the “Council”) invites tenders for a Measured Term Contract For Housing Repair Service Comprising Borough Wide Cyclical Planned Maintenance To Council Owned Housing Properties 2012-2015 (the “Contract”) in accordance with the Contract Documents comprising:

Section 1	Instructions to Tenderers
Section 2	Council’s Administration of the Contracts
Section 3	Selection Process, Evaluation Criteria And Council’s Method & Resources Statement Requirements – Tenderer’s Proposals (Quality Assessment)
Section 4	Preliminaries and General Conditions of Contract
Section 5	Materials and Workmanship Preambles
Section 6	Conditions of Contract
Section 7	Special Conditions of Contract
Section 8	Key Performance Indicators and Incentivisation
	Form of Tender
	Statutory Declaration - Regulation 23
	Statutory Declaration of Non-Collusion

	Deed of Undertaking
Appendix A	Property List
Appendix B	Map of the Borough and Contract Areas
Appendix C	Pre-construction Information
Appendix D	Code of Practice for Contracts involving Works on Council properties
Appendix E	Calculation of Liquidated & Ascertained Damages (LAD) Rates
Appendix F	Corporate Health & Safety Procedures
Appendix G	Procedure for Obtaining Access to properties including the Facilitating of Opened Windows and Doors for Preparation of Painting Works.
Appendix H	Residents Liaison Officer Job Description.
Appendix I	Addendum to The National Schedule of Rates
Appendix J	Additional Clauses for Housing Projects
Appendix K	Site Waste Management Plans
Appendix L	Health and Safety File Document Structure
Appendix M	Procedure for Appointment of Subcontractors via Competitive Tendering Procedure
Appendix N	Procedure Note - Conduct with respect to Communication with Residents
Appendix O	Construction Skills Training And Local Employment
Appendix P	Customer Charter
Appendix Q	Racial Harrassment Policy
Appendix R	Tenderer's Proposals Evaluation Matrix Template

- 1.2. The Contract period will be 36 months (subject to the terms for earlier termination), with an anticipated commencement date of 1st August 2012.
- 1.3. The contract will contain a two-way non-default break-clause whereby, the Employer shall have the right to reduce the duration of the Contract Period

by giving the Contractor in writing not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars), and the Contractor shall have the right to reduce the duration of the Contract Period by giving the Employer in writing not less than 26 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars). That notice may expire at any time not less than 12 months after the date of commencement of the Contract Period.

10 1.4. The Council's various budgets will dictate the amount of work that is available to be procured through this contract. The estimated value of the works is set out in the Conditions of Contract, but the Council does not guarantee to provide work to this estimated value. The Council will not consider any claims at any time from the successful Contractor for loss of profit, failure to recover overheads or any other costs arising from any exclusion or reduction of any items of work in this contract.

1.5. The Contractor's rates and prices including dayworks and Contractor's risk elements shall be adjusted in accordance with the terms set out in the Contract Particulars.

20 1.6. Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations upon them if their tender is accepted, including those contained in the Council's Contract Standing Orders, a copy of which may be viewed on the Council's website.

1.7. Should any Tenderer be in doubt as to the interpretation of any part of the Contract Documents, queries should be submitted via the London Tenders Portal <https://www.londontenders.org> no later than 17.00 hours (5pm) on **Friday 25th May 2012**.

1.8. **Only WRITTEN ENQUIRIES raised via the London Tenders Portal will be accepted regarding interpretation of any part of the Contract Documents or any other aspect of the tendering process.**

TELEPHONE ENQUIRIES WILL NOT BE ACCEPTED

30 1.9. Tenderers should note that the Council's response to queries referred to at paragraph 1.7 will be copied (without identifying the original source) to all other organisations invited to tender (unless the queries are tenderer specific).

2. PREPARATION OF TENDER

2.1. The information set out in this ITT is intended to provide Tenderers with guidance in preparing their tenders. The Council does not warrant that any figures or illustrations given in the Contract Documents are correct (although it has used its reasonable endeavours to ensure that they are).

40 2.2. All information given by the Council shall be treated by Tenderers as confidential (except where prior written consent has been given by the Council that such information may be disclosed for the purpose of

obtaining sureties and quotations necessary for the preparation of the tender).

2.3. No unauthorised alteration or addition should be made to the Contract Documents. If any such alteration or addition is made, the tender is not properly completed or if this ITT is not fully complied with the tender may be rejected.

2.4. Tenders must be made via the London Tenders Portal <https://www.londontenders.org> and shall be submitted fully completed through the same portal link. No Tender will be accepted outside of this portal. The submission of a completed Form of Tender (together with all other documents listed in paragraph 2.5) on the portal is considered a posted bid. **Draft submissions and documents can be saved on the London Tenders Portal and will not be viewable by the Council. Tenderers must note that once a tender is formally submitted to the London Tenders Portal it cannot be amended.**

2.5. Tenders must be submitted without qualification. Qualified Tenders will be rejected.

2.6. No tender will be accepted unless it is accompanied by the following documents:

- (i) the completed Form of Tender;
- (ii) the completed Tenderer's Proposals.

All documents must be submitted in English and prices quoted in pounds sterling.

2.7. All Contract Documents requiring a signature (in particular the Form of Tender and Pricing Schedule) shall be copied, signed by hand and submitted in PDF format on the London Tenders Portal along with the Tender submission as follows:

2.7.1 Where the Tenderer is a company, by two Directors or by a Director and the Company Secretary, such persons being authorised for the purpose, or, where the company has only one director and no company secretary, by that sole director and witnessed;

2.7.2 Where the Tenderer is sole trader, by that sole trader and witnessed;

2.7.3 Where the Tenderer is a partnership, by at least two duly authorised partners.

2.8. The Form of Tender and all other documents referred to in paragraph 2.5 above must be uploaded onto the London Tenders Portal no later than **03.00 hours (3am) on 1st June 2012 (REVISED)**. Tenders received after this date and time **WILL BE REJECTED**. Tenderers are advised not to leave the submission of the Form of Tender (and other documents referred

to in paragraph 2.6) too close to the time for submission. **There may be a time-lag between the time at which a tender and supporting documents are uploaded onto the system and the time at which it is received on the London Tenders Portal** (the process is not instantaneous). Tenderers should also be aware that internet service speeds vary. The Council shall not be held responsible for internet service provider's internet service speeds

10 2.9 Tenderers must form their own opinion, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the proposed contract and their tenders, without reliance upon any opinion or other information provided by the Council. Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT, the Contract Documents and/or any other documentation issued during the procurement process.

3 CONDITIONS FOR TENDERING

3.1. Tenders shall remain open for acceptance for a period of 6 calendar months from and including the date for return of tenders.

20 3.2. Except insofar as may be authorised by the Chief Executive, no agent or servant of the Council has any authority to make any representation or explanation to persons tendering or desirous of tendering as to:

- (i) the meaning of the Conditions of Contract, the Specification, or any other Contract Documents; or
- (ii) anything to be done or not to be done by the Tenderer; or
- (iii) any other matter or thing so as to bind the Council or bind or fetter the judgement or discretion of any Council officer under the Contract Documents in the exercise by him/her of his/her powers and duties under the Contract Documents.

30 3.3. Except as otherwise expressly provided, the several documents comprising the Contract are to be taken as mutually explanatory of one another.

3.4. Should the addition of any supplementary clauses, documents or information be considered necessary by the Council prior to the date for return of tenders the same will be issued to Tenderers and will form part of the Contract Documents.

40 3.5. If the Council accepts the offer of a tender a Letter of Acceptance will be sent to the successful Tenderer. Until formal execution of the Contract, the priced Contract Documents together with the formal Letter of Acceptance shall constitute a legally binding contract from the date of the Letter of Acceptance.

3.6. The Council is not bound to accept the lowest priced tender or any tender and as far as is permissible in law the Council does not accept any liability for costs, expenses or losses of whatever nature and howsoever arising which may be incurred directly or indirectly by Tenderers in relation to this ITT.

3.7. Information supplied by the Council (whether in these Contract Documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any information and no responsibility is accepted by the Council for any inaccurate information obtained by Tenderers.

3.8. Before submitting a tender, Tenderers shall be deemed to have satisfied themselves as to the accuracy and sufficiency of the rates stated in their tender which shall (except insofar as it is otherwise provided in the Contract Documents) cover all obligations under the Contract and shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the tender.

3.9. The successful Tenderer shall allow inspection, checking and auditing of its quality systems by any person nominated by the Council before the Contract is awarded and at any time throughout the term of the Contract.

3.10. Any Tenderer who directly or indirectly canvasses any officer of the Council, obtains or attempts to obtain information concerning this Contract from any person who is or has been in the employment or engagement of the Council concerning any other Tenderer or Form of Tender submitted by any other Tenderer shall not be considered for the award of this Contract.

3.11. A tender submitted by any Tenderer who:

(i) fixes or adjusts the prices shown in its tender by or in accordance with any agreement or arrangement with any other person; or

(ii) communicates to any person other than the Council, the amount or approximate amount of the prices shown in its tender (except where such disclosure is made in confidence in order to obtain quotation necessary to the preparation of the tender); or

(iii) in connection with the award of the Contract, commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

shall not be considered for acceptance and shall be rejected by the Council PROVIDED ALWAYS that such rejection shall be without prejudice to any other civil remedies available to the Council.

3.12. The successful Tenderer may be required to swear a statutory declaration affirming that there has been observance with, amongst other things, the matters set out in paragraph 3.11 above.

- 3.13. A tender may be rejected if:
- (i) it is not in accordance with the provisions of this ITT; and/or
 - (ii) it is in breach of the provisions of the Contract Documents, and/or
 - (iii) The Tenderer makes or attempts to make any variation or alteration to any of the Contract Documents save where it is explicitly required in accordance with this ITT or is otherwise authorised (in writing) by the Contact Officer.

10 3.14. The Contract Documents and all copies thereof are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and must be returned to the Council upon demand.

4 TENDER EVALUATION

4.1. The Council will carry out a tender evaluation after the return of tenders. The criteria which the Council will use to determine that a tender is most economically advantageous shall be:-

- Price and Financial Provision of the Tender (80%)
- Completed Tenderer's Proposals (20%)

20 4.2. The quality assessments will be on the basis of the Tenderer's submitted proposals produced in response to the Council's Method & Resources Requirements.

4.3. An overall score of 60 or more will be required to meet the minimum quality standard. The minimum quality standard will also not be met should a Contractor not achieve an average score of at least 3 for each Section (ie total score achieved for the Section divided by the number of Sub-criteria for that Section must equal 3 or greater). Any Tender whose Proposals do not meet these minimum quality standards

4.4. The weightings to be utilised are as indicated in the Table below, which also indicates the number of sub-criteria for each Section. Each sub-criterion within the same Section has equal weighting:-

30

	Section	Item Weighting %
1.0	Management Structure and Resources	
	Contractors team skill, qualifications and experience Total no of Sub-criteria - 2	5
2.0	Customer Care	
	Care of residents during the works Total no of Sub-criteria – 9	25
3.0	Health and Safety	
	Company procedures and resources to CDM	5

	requirements Total no of Sub-criteria – 7	
4.0	Proposals for Dealing with Sub-Contracting	
	Sub-contracting generally and control of Sub-Contractors Total no of Sub-criteria – 3	20
5.0	Estimates and Valuations	
	Estimates, measurement and valuation of works and agreement with Quantity Surveyor as projects proceed Total no of Sub-criteria – 4	10
6.0	Quality Control	
	Procedures for control of quality in order to target towards zero defects Total no of Sub-criteria – 5	25
7.0	Planning, Programming and Resourcing of Works	
	Proposals generally for ensuring order are delivered on time Total no of Sub-criteria - 4	10
	TOTAL:	100

- 4.5. Each Sub-criteria to be scored out of 5 on the basis set out in the Table below. All questions will be scored by 3 markers who will jointly agree a single score for each sub-criteria.

Excellent	Meets all criteria in a full and comprehensive manner and exceeds some requirements.	5 points
Good	Generally meets the requirements of the criteria to the satisfaction of the Council.	4 points
Satisfactory	Satisfactory, but with aspects which give the Council concern because either the responses are incomplete, or differ from Council on the requirement necessary to meet the criteria.	3 points
Poor	Indications that the response meets some of the requirements but either the Council has serious doubts about aspects of the response, or inadequate information has been provided.	2 points
Unacceptable	The response given is unsatisfactory as it fails to address the question.	1 point

	No information provided.	0 points
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4.6. The total sum of the scores awarded for each sub-criterion for each Section shall be divided by the total available score for each Section, multiplied by the weighting factor and then multiplied by 100. The weighted scores for each Section will be added together to provide a score out of 100. Neither the individual Section weighted scores nor the overall total shall be rounded up or down.

5 FORM OF TENDER

10 5.1. Tenderers are required to provide costs and details of any commission payable to the Council as per the Form of Tender. It is important that prices are presented clearly. Failure to do so may result in the rejection of a Tenderer's tender.

5.2. Tenderers are required to provide pricing information in the format prescribed.

5.3. Prices should be quoted on an all inclusive basis but VAT must not be added.

6. FREEDOM OF INFORMATION

20 6.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environment Information Regulations 2004 (EIR), the Council may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act and EIR be required to disclose information submitted by the Tenderer to the to the Council.

6.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- (i) clearly identify such information as commercially sensitive;
- (ii) explain the potential implications of disclosure of such information; and
- (iii) provide an estimate of the period of time which the Tenderer believes that such information will remain commercially sensitive.

30 6.3 Where a Tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FoIA and/or EIR. In particular, the Council is required to form an independent judgment concerning whether the information is

exempt from disclosure under the FoIA and/or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot warrant that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

- 6.4 Where a Tenderer receives a request for information under the FoIA and/or the EIR during this tender process the same must be immediately passed on to the Council.

7. THE LOCAL GOVERNMENT OMBUDSMAN

10 7.1 The Commission for Local Administration in England appoints a number of officers known as "Local Government Ombudsman" (referred to "the Ombudsman").

7.2 The statutory role of the Ombudsman is to investigate complaints made by members of the public against a Local Authority.

7.3 Complaints could be based on any of the following non exhaustive list: improper consideration or conduct, unfair discrimination, neglect, unjustifiable delay, incompetence or a failure to observe relevant rules or procedures.

20 7.4 The Ombudsman has the power of a High Court judge to demand information and require the production of all relevant files. Also, witness attendance can be secured whether or not the witness is willing to co-operate.

7.5 Any report by the Ombudsman must be considered by the Council and may be made available to the public.

7.6 The report may make recommendation for financial compensation or other redress which the Council would be expected to implement.

7.7 Where any such investigation or report arises directly or indirectly out of the Tenderer's performance of the service, the Tenderer must be aware of the following:

- 30
- (i) it has both a statutory and contractual obligation to co-operate with the Ombudsman; and
 - (ii) it will not be entitled to any additional payment.
 - (iii) where such an investigation results in a recommendation that the Council makes financial compensation or other redress, the Council is contractually entitled to recover the cost of so doing directly from the Tenderer.

8. STATUTORY DECLARATIONS

8.1 It shall be a condition precedent of the Contract that the successful Tenderer swear the following Statutory Declarations before a Solicitor

empowered to administer Oaths and forward the same to the Council prior to the Commencement of the Contract.

- (i) Statutory Declaration 2011

9. PROCUREMENT TIMETABLE

9.1 The following is the anticipated timetable for the procurement process:

Planned list of activities	Dates & Deadlines
Issue of Tenders	5 th April 2012
Last date for queries	17.00 hours (5pm) 25th May 2012
Submission of Tenders	03.00 hours (3am) -1st June 2012 (Revised)
Award of Contracts by Council	End June 2012
Mobilisation	July 2012
Commencement of Services	1 st August 2012

10. TUPE

- 10 10.1 There is no contract currently in place to deliver the service in question and consequently the provision of Transfer of Undertakings (Protection of Employment) 2006 ('TUPE') and the Acquired Right Directive (77/187) ('ARD') do not apply.

REVISED - FORM OF TENDER



**To: The Mayor and Burgesses of the London Borough of Hammersmith & Fulham
(The “Employer”)**

Project Title : **MEASURED TERM CONTRACT FOR A HOUSING REPAIR SERVICE
COMPRISING BOROUGH WIDE CYCLICAL PLANNED
MAINTENANCE TO COUNCIL OWNED HOUSING PROPERTIES 2012-
2015**

Procon ref : **MU11004**

I/we, the undersigned hereby tender and offer to execute and carry out works more particularly described and referred to in the Tender Documents hereto annexed and which under the terms thereof are to be supplied, executed and done by the Contractor and to perform and observe the provisions and agreements on the part of Contractor contained in or reasonably to be inferred from the Tender Documents and the following:

- (a) The Form of Contract is the Measured Term Contract 2011, published by the Joint Contracts Tribunal, with further amendments, additions or supplementary conditions as detailed in the tender documents.
- (b) The rates listed in the National Schedule of Rates, Parts 1 and 2, 2011/2012 Edition, subject to the addition/deduction of Percentage ‘A’ measured and valued in accordance with the contract.

**Percentage ‘A’ _____ % Addition/Deduction
(Tenderer to insert Percentage ‘A’ and to delete Addition or Deduction as
Applicable).**

OR

- (c) Instructions from the Contract Administrator under the Conditions of Contract, Clause 3.2B
- (d) The cost associated in providing a Resident Liaison Officer (RLO), shall be paid at the weekly rate as indicated on the Form of Tender. The Contractor is not therefore required to allow for the cost of providing an RLO within his Percentage A adjustment. The requirements for an RLO for each order will be discussed and agreed prior to the commencement of the order. The contractor’s attention is drawn to the requirements of Appendix H with which he shall be required to comply.

The provision of a Residents Liaison Officer for a 40 hour working week

Per Week £ _____ (Rate to be fully inclusive)

**CONTRACTOR TO NOTE THAT THE RLO RATE WILL NOT BE SUBJECT TO
THE % ‘A’ ADJUSTMENT.**

- (e) Fluctuation Provisions
To be as detailed in the Tender Documents
- (f) Preliminaries and Preambles from Part 1 of the National Schedule of Rates 2011/2012 Edition, subject to the Preliminaries Addendum included with the Tender Document.
- (g) Orders and variations thereon to be issued from time to time by the Contract Administrator.

This exclusive of VAT the details of which are given in the Pricing Schedule submitted herewith, or such other sum as shall become payable at the times and in the manner specified in the Tender Documents.

I/We undertake to do any extra work not covered by the Tender Documents which may be ordered by the Engineer and hereby agree that the value of such extra work shall be determined as provided for in the Conditions of Contract and Tender Document.

I/We understand and accept that the Council is not bound to accept the lowest or any submission and I/We agree that this tender shall remain open for acceptance by you and will not be withdrawn by me/us for a period of SIX (6) months from the closing date for submission of tenders.

In the event of this tender being accepted by the Council I/We undertake to enter into a formal contract for the works to be sealed as a Deed, and I/We agree that in the event of my/our failing to comply with this requirement within fourteen days of the document being left at my/our registered office, (the address of which is given hereafter) any prior acceptance of this tender may be revoked by the Council.

DECLARATION RELATING TO BONA FIDE TENDER

The essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle we declare that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also declare that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person or persons (other than an officer the Council calling for those tenders) the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations or performance bond quotations required for the preparation of the tender;
- (b) entering into any agreement or arrangement with any other person or persons that he/she/they shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) offering paying or giving or agreement to pay or give of money or valuable consideration directly or indirectly to any person or persons for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this declaration the term "person or persons" includes any person or body or partnership or a co-operative or an unincorporated association, or a company incorporated under the Companies Acts and the term "any agreement or arrangement " includes any such transaction, formal or informal, and whether legally binding or not.

WE CERTIFY that this is a bona fide offer

Signatures	(1)	(2)
and date	_____	_____
	_____ (date)	_____ (date)
Name	_____	_____
Status*	(1)	(2)
	_____	_____

Company Name in Full _____

Company Registered Address _____

*Where the Tenderer is a company, two directors or one director and the company secretary must sign this document on it behalf stating whether they are a director or the company secretary in the line marked status. In the case of a partnership at least two duly authorised partners should sign, likewise indicating their status and in case of a sole trader, the proprietor should sign and have his/her signature witnessed.

**THE TENDER SUBMISSION IS TO BE SUBMITTED VIA THE
AUTHORITIES E-SOURCING TOOL**

<https://www.londontenders.org/portal/CMS.nsf/vhomepage/fSection?OpenDocument>

NO LATER THAN

03.00 hours (3am) FRIDAY 1ST JUNE 2012

NOTES

The Council will not be bound to accept the lowest or any tender and will not be responsible for any contractor's expenses in estimating or otherwise.

The tender amount on this Form of Tender, if accepted by the Council, will be the amount in which the Contract will be entered into.

The Specification duly priced and monied out in BLACK INK, together with the Contractors Method and Resource Statement (if required), are to be delivered at the same time in accordance with the tendering instructions.

SECTION 2

COUNCIL'S ADMINISTRATION OF THE CONTRACT

SECTION NO 2

1.0 COUNCIL'S ADMINISTRATION OF THE CONTRACT

- 1.1 The Council proposes to appoint a Single Contractor to carry out Orders during the Contract Term.
- 1.2 Single Order Values will be within the range £20,000 to £2,000,000. Tenderers should note that no minimum total order value for the contract as a whole could be guaranteed. In addition, no undertaking will be provided regarding the timing or geographical distribution of individual property orders. Fluctuations in workload levels during the contract term are inevitable.
- 1.3 The works orders will generally need to be fast-tracked and often with fixed start and completion dates. A flexible and responsive approach is essential. The Council will encourage a co-operative team working approach and will require the Contractor's input for projects as soon as they are identified, including assistance in determining the scope and estimated value of the work, specialist sub-contracting etc.
- 1.4 The contract will include an optional break clause by the Employer subject to the Employer giving 13 weeks notice any time following expiry of first 6 months of the Contract Period. The contract will also include an optional break clause by the Contractor subject to the Contractor giving 26 weeks notice any time following expiry of first 12 months of the Contract Period (Refer to Contract Particulars Section 15 and Contract Conditions Section 7).
- 1.5 The Contractor shall nominate a Contracts Manager with overall responsibility for the management of the contract. The Contracts Manager shall attend and provide progress reports to monthly meetings.
- 1.6 The Contractor is to measure and value the works for checking and validation by the Council's appointed External Consultant Quantity Surveyor on an on-going basis. Valuations will be carried out and payment certificates issued on a monthly basis. The retention rate for orders prior to their individual Order Completion Dates shall be 10% and 2½% thereafter. The Contractor shall be advised each month of a "cut-off" date for the provision of any relevant information to the Quantity Surveyor. Individual "final account" for Orders shall be agreed as soon as possible after their Order Completion Dates (refer to Conditions of Contract, Section 4 Clause 4.5). No interim payments will be processed by the Council prior to formal execution of the contract by the parties.
- 1.7 It shall be a pre-condition to any 'snagging' inspections by the Contract Administrator or the Clerk of Works that the Contractor has first carried out its own inspections and is able to demonstrate that such inspections have taken place together with details of the remedial works undertaken, re-inspections, dates, etc.
- 1.8 The Contractor shall register each Order with the Considerate Constructors Scheme including paying the appropriate fee and for complying with Scheme's Code of Considerate Practice. For details contact Considerate

Construction Scheme, P O Box 75, Great Amwell, WARE SG12 9UY -
Tel/Fax: 01920 872837.

1.9 The Contractor will be required to register the site with Scheme Administrators, including payment of the appropriate fees, prior to commencement. The recommended posters relating to the scheme must be predominantly displayed on the site from the earliest opportunity. Further details as given in the Conditions of Contract.

1.10 Orders issued during the following periods shall be measured and valued under the National Schedule of Rates as shown, subject to the addition/deduction of Percentage A;-

Orders placed 01/08/2012 - 31/03/13 shall be priced on the National Schedule of Rates 2011/2012 Edition.

Orders placed 01/04/2013 - 31/03/14 shall be priced on the National Schedule of Rates 2012/2013 Edition.

Orders placed 01/04/2014 - 31/03/15 shall be priced on the National Schedule of Rates 2013/2014 Edition.

Orders placed 01/03/2015 - 31/07/15 shall be priced on the National Schedule of Rates 2014/2015 Edition.

1.11 The items as detailed in Appendix I, shall be an addition to the National Schedule of Rates and shall be measured and valued in accordance with the said schedule subject to the addition/deduction of Percentage A.

1.12 The value of the items detailed in Appendix I, and the contractor's tendered weekly Resident Liaison Officer's rate shall be adjusted on each first day of April during the life of the contract, the first adjustment being 1st April 2013, in accordance with the Royal Institution of Chartered Surveyors (RICS), 'All in Tender Price Index', Base Index second quarter 2012, first adjustment on Index first quarter 2013 to apply for period 1st April 2013 to 31st March 2014 etseq.

1.13 The Orders will include works to leaseholders' flats who are subsequently billed by the Council for their proportion of the cost. Leaseholders shall be permitted to have an input into the snagging and handover of the works although the final decision will be that of the Contract Administrator.

1.14 The Contract requires that test panels are carried out to establish and set the standard of painting and decorating work. Further details are given in Section 5 of this document. Windows and doors must be prepared and painted in an open position. Notices for access to arrange the opening of windows and doors is given in Section 4 and Appendices D and G of this document.

1.15 The Contractor is to appoint one or more Resident Liaison Officers subject to the agreement of the Employer.

- 1.16 Prior to handover the Contractor via the Resident Liaison Officer shall first obtain tenant and leaseholder satisfaction, feedback and views on the works (Customer Satisfaction Surveys).
- 1.17 The Contractor shall specifically verify that redecoration preparation work carried out by their operatives or sub-contractors have been inspected and approved by them before the painting stage commences.
- 1.18 The Contract Administrator reserves the right to inspect the redecoration preparation work before painting commences. The Contractor shall allow for the delay that this will build into the process.
- 1.19 It is envisaged that the contract will be operated as a series of Orders running in parallel. The pre-construction preparation time for each order is anticipated to be as follows:

Cumulative Calendar Days from Start

(a)	Scope of works for a particular order issued to the Contractor	0
(b)	Joint site visit to agree works and carry out measurement, subcontract quotes sought	14
(c)	Estimate agreed including sub-contractor quotes	35
(c)	Section 20 Notices issued by Council to leaseholders	49
(e)	Council places limited Order for Contractor to carry out test panels and register site with Considerate Constructors Scheme	49
(f)	Test panels approved, site registered	80
(g)	Section 20 Notices expire	80
(h)	Order confirmed with Contractor	87
(i)	Contractor starts on site	101

It is intended that the first few Orders will be initiated with the successful Contractor in advance of the Contract commencing at the Council's risk in order for works to be able to commence on site from 1st August 2012.

- 1.20 It is anticipated that final account agreements for individual order will be agreed within three months of the date of issue of the Practical Completion Certificate for said orders.
- 1.21 Unless otherwise instructed in writing by the Contract Administrator, the contractor shall commence the removal of previously erected scaffolding within 48 hours of completion of the works accessed via said scaffolding.

MEASURED TERM CONTRACT 2012 - 2015

FOR

**HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE CYCLICAL
PLANNED MAINTENANCE TO COUNCIL OWNED HOUSING
PROPERTIES 2012-2015**

THE LONDON BOROUGH OF HAMMERSMITH & FULHAM

SECTION NO 3

SELECTION PROCESS

EVALUATION CRITERIA

**COUNCIL'S METHOD & RESOURCES STATEMENT REQUIREMENTS
- CONTRACTORS PROPOSALS (QUALITY ASSESSMENT)**

SELECTION PROCESS, APPRAISAL CRITERIAL AND COUNCIL'S METHOD & RESOURCES STATEMENT REQUIREMENTS - CONTRACTORS PROPOSALS (QUALITY ASSESSMENT)

- A Tenders are invited on the basis of a Percentage Adjustment to the National Schedule of Rates, Dayworks and a weekly rate for the provision of Resident Liaison Officer as required on the Form of Tender.
- B The Council intends to award on a quality price model with quality at 20% and price 80%. Should a Contractor not meet the Council's minimum requirements on Quality, their bid will not be considered.
- C The quality assessments will be on the basis of the Contractor's submitted proposals produced in response to the Council's Method & Resources Requirements.
- D Tenderers shall submit with their tender "Contractor's Proposals". These proposals shall answer all of the following questions.

Failure to provide adequate "Contractor's Proposals" shall result in the rejection of the Contractor's tender. It is essential that Tenderers read and understand the tender documents before answering these questions.

Where any of the details requested below have been previously provided by Tenderer at Pre-Qualification Stage, they do not need to be re-submitted; this should be stated giving details of what was provided.

CONTRACTORS PROPOSALS

1.0 MANAGEMENT STRUCTURE AND RESOURCES

- 1.1 The Tenderer shall give details of the management supervisory structure and reporting arrangement which will operate during the performance of this Contract. *[1 Sub-criterion]*

This shall include:

- (i) A statement indicating the role and responsibilities of the Contracts Manager, and the parameters under which they will operate, the methods by which they will supervise and monitor performance under the Contract.
- (ii) The staffing structure, numbers of senior staff to be deployed in the performance of the Contract and how the supervision of operatives, sub-contractors and overall monitoring will be achieved, on site and generally, and the reporting lines through to senior level.
- (iii) The operational structure for the running of the Contract, showing the duties and responsibilities of managers, staff and operatives.

- 1.2 The Tenderer to provide details of the experience and qualifications of their proposed Resident Liaison Officers. Where any Resident Liaison Officers are still to be recruited, deployed or employed via sub-contract or on any agency basis, details of the level of qualification and experience that will be required shall be given. *[1 Sub-criterion]*

Total Number of Sub-Criteria for Section 1.0 = 2

2.0 CUSTOMER CARE

- 2.1 Please provide statements detailing how you would deal with the following on-site performance problems, including copies of any procedures where available:-
- (a) How would you resolve the problem where a resident complains that an operative or sub-contractor under your control has made racist remarks or sexist comments. *[1 Sub-criterion]*
 - (b) During work to a window, damage occurs to a resident's fixtures and fittings, as Main Contractor how would you deal with this. *[1 Sub-criterion]*
 - (c) A leaseholder has complained to your Site Agent that in their opinion, the work being carried out to their windows was not necessary. *[1 Sub-criterion]*
- 2.2 How will you facilitate the involvement, engagement and participation of the residents and what added value will the term partnering arrangement offer them. *[1 Sub-criterion]*
- 2.3 How will you ensure and verify that your operatives and those of your sub-contractors will be in possession of a photographic ID card as detailed in the Tender Documents. *[1 Sub-criterion]*
- 2.4 The Council considers that regular customer feedback is essential in order to help measure the quality of service provided and to make service improvements. How will you obtain continuous and accurate feedback regarding the quality of work you are providing to residents. *[1 Sub-criterion]*
- 2.5 Based on your experience of similar Local Authority / Housing Association Maintenance Programmes, what special experience can you bring to the programme via the partnering arrangement. *[1 Sub-criterion]*
- 2.6 Please provide details of the Complaints Procedure you intend to operate under this contract, including any pro-forma used. How will you ensure that all complaints and enquiries from residents are captured and monitored. *[1 Sub-criterion]*
- 2.7 How will you ensure that minimum disruption is caused to satellite / TV reception. *[1 Sub-criterion]*

Total Number of Sub-Criteria for Section 2.0 = 9

3.0 HEALTH AND SAFETY

3.1 The Tenderer shall provide the following:-

- (i) Example of a typical risk assessment you will prepare during the course of the contract to comply with the Management of Health & Safety at Work Regulations 1992. *[1 Sub-criterion]*
- (ii) A description of the Health & Safety measures to be taken during the course of carrying out the services for the protection of the Tender's employees, the Council's employees and residents in general. *[1 Sub-criterion]*
- (iii) An explanation of how the Health & Safety measure are to be brought to the attention of your staff, operatives and sub-contractors and how they will be implemented including any training which may need to be given. *[1 Sub-criterion]*
- (iv) A description of the monitoring processes that the Tenderer will undertake to ensure that the Health & Safety Policy and the Codes of Practice are being carried out. It shall include the intended frequency of monitoring by the person responsible for Health & Safety in the workplace. *[1 Sub-criterion]*
- (v) The name, address and telephone number of the Responsible Officer(s) of the Tenderer who will be supervising all matters of health and safety together with the Responsible Officer's, relevant training and qualifications. *[1 Sub-criterion]*

3.2 The Tenderer shall provide a statement as to how they will carry out all of the duties and obligations concerning the Construction (Design and Management) Regulations (CDM) as laid out within the Regulations. This shall include in particular the following areas *[1 Sub-criterion]*:-

- (a) Evidence of competence to act as Principal Contractor for this Contract.
- (b) A copy of any system and/or procedures that you have for dealing with CDM during the course of the Contract.

3.3 How will you ensure that scaffolding is not accessible to residents and members of the general public. *[1 Sub-criterion]*

Total Number of Sub-Criteria for Section 3.0 = 7

4.0 SUB-CONTRACTING AND CONTROL OF SUB-CONTRACTORS

- 4.1 Please provide a statement of which aspects, if any, of the works that you intend to sub-contract. Include in the statement, providing copies of procedures if applicable, for the selection and management of sub-contractors and of any special arrangements that you will make in respect to the requirements of this Contract. Within this statement, indicate what trades will not be carried out by directly employed staff (ie., undertaken by sub-contractors and agency staff) and how will you manage these operations. *[1 Sub-criterion]*
- 4.2 Please provide a statement on how your Company will assess the correct employment status of a worker in order to comply with Inland Revenue Principles as explained in Leaflet IR148/CA69 "Are your workers employed or self-employed" *[1 Sub-criterion]*
- 4.3 How will you ensure that your sub-contractors comply with the requirements and obligations of the Contract. *[1 Sub-criterion]*

Total Number of Sub-Criteria for Section 4.0= 3

5.0 ESTIMATES, MEASUREMENT AND VALUATIONS

- 5.1 What resources will you engage on this Contract to provide the estimates required for agreement with the Council's External Quantity Surveyor prior to the Order being placed. *[1 Sub-criterion]*
- 5.2 How will you obtain sub-contract quotes for scaffolding or other means of access. *[1 Sub-criterion]*
- 5.3 How will you ensure the accuracy of your submitted measurement and valuation of orders for the External Quantity Surveyor to check. *[1 Sub-criterion]*
- 5.4 How will you work with the Project Team and Consultant Quantity Surveyor to provide effective cost planning and outturn cost forecasting. *[1 Sub-criterion]*

Total Number of Sub-Criteria for Section 5.0 = 4

6.0 QUALITY CONTROL

- 6.1 How will you prevent problems such as operatives failing to wash down and prepare paintwork adequately before commencing painting or painting an opening window in its closed position. *[1 Sub-criterion]*
- 6.2 What procedures will you put into place to ensure snagging items are kept to minimum levels with a view to targeting zero defects. *[1 Sub-criterion]*
- 6.3 How will you exercise quality control over your operatives and sub-contractors. *[1 Sub-criterion]*

- 6.4 Please give details of the person(s) who would be responsible for the quality standards for this Contract, including relevant qualifications and experience. [1 Sub-criterion]
- 6.5 Please provide details of how you will carry out snagging before offering the works to the Contract Administrator as complete and free from defects. [1 Sub-criterion]

Total Number of Sub-Criteria for Section 6.0 = 5

7 PLANNING, PROGRAMMING AND RESOURCING THE WORKS

- 7.1 How will you plan and programme the works once the scope of the Order has been issued to you. [1 Sub-criterion]
- 7.2 What measures will you put into place to try and ensure the Order is completed within the period previously agreed between yourself and the Contract Administrator. [1 Sub-criterion]
- 7.3 How will you ensure the Contract Administrator and residents are kept advised of actual progress and avoid unexpected delays or overly optimistic and unrealistic promises on completion dates towards the end of the works. [1 Sub-criterion]
- 7.4 How will you provide the Employer / Tenants with an “after sales service” in the operation / maintenance of the completed works. [1 Sub-criterion]

Total Number of Sub-Criteria for Section 7.0 = 4

EVALUATION OF CONTRACTOR'S PROPOSALS

- 1.1 The quality assessments will be on the basis of the Contractor's submitted proposals produced in response to the Council's Method & Resources Requirements.
- 1.2 The Council recognises that some elements of the evaluation criteria are more extensive than others in terms of the Council's objectives and the Contractor's performance. The weightings to be utilised are as indicated in the Table below, which also indicates the number of sub-criteria for each Section. Each sub-criterion within the same Section has equal weighting:-

	Section	Item Weighting
1.0	Management Structure and Resources	
	Contractors team skill, qualifications and experience Total no of Sub-criteria - 2	5
2.0	Customer Care	

	Care of residents during the works Total no of Sub-criteria – 9	25
3.0	Health and Safety	
	Company procedures and resources to CDM requirements Total no of Sub-criteria – 7	5
4.0	Proposals for Dealing with Sub-Contracting	
	Sub-contracting generally and control of Sub-Contractors Total no of Sub-criteria – 3	20
5.0	Estimates and Valuations	
	Estimates, measurement and valuation of works and agreement with Quantity Surveyor as projects proceed Total no of Sub-criteria – 4	10
6.0	Quality Control	
	Procedures for control of quality in order to target towards zero defects Total no of Sub-criteria – 5	25
7.0	Planning, Programming and Resourcing of Works	
	Proposals generally for ensuring order are delivered on time Total no of Sub-criteria - 4	10
	TOTAL:	100

- 1.3 Each Sub-criteria to be scored out of 5 on the basis set out in the Table below. All questions will be scored by 3 markers who will jointly agree a single score for each sub-criteria.
- 1.4 The total sum of the scores awarded for each sub-criterion for each Section shall be divided by the total available score for each Section, multiplied by the weighting factor and then multiplied by 100. The weighted scores for each Section will be added together to provide a score out of 100. Neither the individual Section weighted scores nor the overall total shall be rounded up or down.
- 1.5 The Scoring Matrix template has been provided within these tender documents (with Contractor 1 having been awarded maximum points for all Sections for illustrative purposes).

Excellent	Meets all criteria in a full and comprehensive manner and exceeds some requirements.	5 points
Good	Generally meets the requirements of the criteria to the satisfaction of the Council.	4 points
Satisfactory	Satisfactory, but with aspects which give	3 points

	the Council concern because either the responses are incomplete, or differ from Council on the requirement necessary to meet the criteria.	
Poor	Indications that the response meets some of the requirements but either the Council has serious doubts about aspects of the response, or inadequate information has been provided.	2 points
Unacceptable	The response given is unsatisfactory as it fails to address the question.	1 point
	No information provided.	0 points

1.6 An overall score of 60 or more will be required to meet the minimum quality standard. The minimum quality standard will also not be met should a Contractor not achieve an average score of at least 3 for each Section (ie total score achieved for the Section divided by the number of Sub-criteria for that Section must equal 3 or greater)

SECTION 4

PRELIMINARIES AND GENERAL MATTERS

SECTION 4

PRELIMINARIES AND GENERAL MATTERS

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PRELIMINARIES/GENERAL MATTERS

The Preliminaries/General Conditions of the National Schedule of Rates shall apply but as amended by the following. Should a conflict occur between the National Schedule of Rates then the following amendments shall prevail:-

1.00 Employer

1.01 The Employer is the Mayor & Burgesses of the London Borough of Hammersmith & Fulham, Town Hall, King Street, London W6 9JU.

2.00 Location

2.01 The sites are situated within the London Borough of Hammersmith & Fulham.

3.00 Access

3.01 Access to dwellings (including to facilitate the opening of windows and doors) shall be the responsibility of the Contractor. At least 14 days' written notice shall be given to residents, see also Appendix G.

4.00 Description of the Work

4.01 Cyclical Planned Maintenance works to the external and communal areas of occupied housing dwellings. Properties may be single dwellings or multiple flats within Estates or Blocks. Properties may be low, medium or high rise.

The works include pre-decoration repairs, redecoration works, general repairs, replacement and maintenance to the external fabric of the buildings including windows, doors, roofs, walkways, external walls, cladding and communal areas. Works to communal areas to also include the testing and repair/upgrading/replacement of electrical installations and other services. External paving areas, roadways, fencing, gates, outbuildings are also included.

Painting works to woodwork and external surfaces are to be completed to very high standards.

5.00 Scaffolding and Access Systems

5.01 The provision of scaffolding, towers or mobile towers to provide working platforms greater than 1.5m in height will be valued on the basis of a minimum of three quotations from domestic sub-contractors (see Part 1 Page 1/34 Item 4 of the National Schedule of Rates 2011/2012 plus an allowance for contractors profit, overheads, attendance and cash discounts all in accordance with the National Schedule of Rates Part 1 Pages 1/9 and 1/10.

The Council's portfolio of properties include street based, low, medium and high rise dwellings. Where external operations are to be carried out from scaffolding or other methods of access above a height of 10 metres above ground level, a percentage addition will be added to the rates within the National Schedule of Rates 2011/2012, as detailed in Part 1 Pages 1/19 and 1/20 of that Schedule.

6.00 London Housing Consortium

6.01 The Council may also under the Contract require work to be carried out by sub-contractors via the LHC Bulk Quotation Arrangement. The Contractor will be paid an allowance for profit, overheads, attendance and cash discounts, all in accordance with the National Schedule of Rates Part 1 Pages 1/9 and 1/10.

7.00 Contract Progress Meetings

7.01 The Contractor's key personnel are to attend monthly progress meetings to discuss all of the Orders under the Contract. These meetings to be held with the Contract Administrator and other Council Officers and the Quantity Surveyor. The Contractor shall also attend monthly progress meetings with tenants and leaseholder forums to discuss all the works within the contract area. These meetings will be in the evening and may include site visits beforehand to inspect the Contractor's work.

8.00 Order Specific Meetings with Residents

8.01 Prior to Commencement

- 8.1.1 Contractors key project personnel (eg., Contract Manager and Site Agent) to attend a Pre-Commencement Evening Meeting with all residents, arranged by the Contract Administrator - to introduce the Contractor, explain the works, programme, start and completion dates, limits on hours of working each day, weekend working, how residents will be affected, access arrangements, and complaints, maintenance of security to the Estate, use of lifts, workmanship and materials, management of Health & Safety, etc.
- 8.1.2 Notes from this meeting will be written up by the Resident Liaison officer and issued to all residents together with contractor's relevant contact names and their telephone numbers, within 3 working days of the meeting.
- 8.1.3 On certain smaller estates or street based properties as directed by the Contract Administrator, the above process may be replaced by the production of a newsletter to all affected properties. This newsletter to be produced and distributed by the Resident Liaison Officer. The wording and content of the newsletter to be agreed by the Contract Administrator.

8.02 During the Works

- 8.2.1 Contractors key project personnel (eg., Contract Manager and Site Agent) to attend a daytime walk round the site, arranged by the Contract Administrator, with Tenant and Leaseholder representatives - to check adequate provision of, contractors site facilities, complaints book, sample ID badges and inspection of test panels and other relevant site matters.
- 8.2.2 Contractors key project personnel (eg., Contract Manager, Site Agent and Resident Liaison Officer) to attend a regular (monthly) evening meetings with Tenants and Leaseholders, arranged by the Contract Administrator - these meetings are to consider; contractor's progress report, programme, any operational matters arising from the works, complaints received and action taken, Health & Safety matters etc.

8.03 At the Completion of the Works

- 8.3.1 Contractors key project personnel (eg., Contract Manager and Site Agent) to attend a completion daytime walk around the site, arranged by the Contract Administrator with the Residents representatives - to check the quality of work carried out, site being left clean and cleared of all builders material, equipment, debris etc., and to check any other relevant site matters.
- 8.3.2 Contractors key project personnel (eg., Contract Manager and Site Agent) to attend a project completion evening meeting with all Tenants and Leaseholders, arranged by the Contract Administrator - to discuss the completion of the works with the Tenants and Leaseholders and to make sure that all complaints have been dealt with.

9.00 Contractor to Execute Work at Contract Rates

- 9.01 In consideration of payments to be made by the Employer to the Contractor in the manner and subject as hereinafter mentioned calculated in accordance with the rates set forth in the Schedule of Rates attached hereto together with the Percentage Adjustment "A" tendered by the Contractor and which have been accepted by the Employer. The Contractor shall perform, provide and execute all the Works, materials, matters and things as shall be ordered from time to time during the continuance of this Contract by the Contract Administrator as described or referred to in the Contract Documents and complete the same to the entire satisfaction of the Contract Administrator and shall perform and observe all the provisions of the Contract and Schedules hereto which on the Contractor's part are to be performed and observed.

The rates contained in the Schedule of Rates shall be deemed to be fully inclusive of all items listed below:

- a) Labour and all costs in connection therewith (including travel time)
- b) The supply of materials and goods, storage and all costs in connection therewith, including waste and delivery to site
- c) Plant, tools and all costs in connection therewith

- d) Fixing, erecting and installing or placing of materials and goods in position
- e) All temporary works and reinstatements except scaffolding and other means of access to provide working platforms above 1.5m from ground level.
- f) The effect on the phasing of the Work, of alterations and additions to existing services, of all statutory undertakings required for the Work
- g) All general obligations, liabilities and risks involved in the execution of the Work set forth or implied in this Contract
- h) Establishment charges, overheads and profit
- j) Supervision, transport and provision of Depots
- k) Supply of water for the use in the Works, including all necessary plumbing and removal of same on completion and pay any water companies fees in connection therewith.

The Contractor shall provide clean, fresh water for the execution of the Works, together with necessary receptacles and plumbing, alter as required and clear away at completion and make good all work disturbed. The Contractor shall give due notice to the local water undertaker and shall pay all charges. He shall make approved connection to the mains at such points as directed by the Contract Administrator.

- l) The supply of temporary artificial lights and electrical power or gas facilities where such are required for the Contractor's use or the Sub-Contractor's use and pay all costs and charges in connection and for power consumed.

The Contractor shall be responsible for the supply of electricity and gas and shall pay all reasonable charges.

- m) The temporary disconnection and protection of telephone installations including repositioning to maintain services, release wires prior to repairs and redecoration's and reconnect, reinstate and make good to works disturbed and pay all costs and charges
- n) The temporary disconnection and protection of television aerials, (excluding satellite dishes) and repositioning to maintain services, release wires or cables prior to repairs or redecoration and reconnect, reinstate on completion and make good to works disturbed and pay all costs and charges
- p) The removal of fittings to be replaced and other work necessary to provide access to pipes or other things to be repaired or renewed, inclusive of the removal and subsequent refitting of all duct access panels, floorboards and shelving to cupboards and the making good of all damage and touching up decorations to match such existing work and surfaces
- r) The temporary removal and reinstatement of all floor coverings, carpets and the like including making good all damage and touching up of decorations to match existing. The taking of Schedules of Conditions and photographs to record the situation in dwellings.
- s) The temporary set aside of net curtaining and the like and the subsequent re-hanging thereof.

9.02 In certain circumstances the Contract Administrator may require the Contractor to undertake certain Works in other Areas administered by the Employer to that for which the Contract has been awarded save that when such Work is so ordered the Contractor shall carry out and complete the Works in accordance with the terms and conditions of this Contract.

9.03 The successful Contractor should not consider that he has sole agency rights to all external redecoration and repair work undertaken by the Employer and that the Employer may, at its sole discretion, issue instructions to other Contractors to carry out work in or on properties the responsibility of the Employer.

10.00 Works Specified

10.01 The properties the subject of an Order will not normally have been the subject of detailed pre-inspection by the Contract Administrator and therefore the Contractor will usually only be given an indicative notification of the Work required.

A specification outlining the work to be carried out to each property or series of properties (eg., a block or an estate) will be issued to the Contractor. A joint measure on site will be carried out with the Contractor, the Contract Administrator and the Council's appointed Quantity Surveyor. An estimate for the proposed works will be prepared by the Contractor including any sub-contractor quotes (ie., mainly scaffolding or specialist contractors), to be agreed by the Quantity Surveyor. This estimate may be subject to alteration by increasing or decreasing the scope of works in order to meet the budget.

The Order will then be placed with the Contractor and the works commenced. The Contractor will then re-measure the works completed for checking/agreement by the Quantity Surveyor who will then issue valuations. Monthly interim payments will be made.

- 10.02 The Contractor must acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works, including the types, construction and location of the dwellings and buildings, as no claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to lack of knowledge of local conditions, regulations or requirements on which the Works are to be executed.
- 10.03 The Contractor shall at all times employ sufficient labour and supply materials and suitable and sufficient plant and equipment to ensure that all Works are started and completed within the Period detailed on the Order to the entire satisfaction of the Contract Administrator.
- 10.04 The Contractor will be required to satisfactorily complete all Works specified on or before the date detailed on the Order. The time period for the works shall be agreed between the Contractor and Contract Administrator before the Order is confirmed. Should such an agreement not be made the Contract Administrator reserves the right to impose what he considers to be a fair and reasonable time after taking into consideration any representation by the Contractor.
- 10.05 The Employer reserves the right to omit any Works at any time.

No charge shall be made by the Contractor if Works are omitted before work has commenced.

10.06 Communications

10..6.1 The Contractor is to ensure that his Foreman in charge can be contacted by means of mobile phone or other form of communication approved by the Contract Administrator during all normal working hours and that the Contractor can contact his operatives during all normal working hours.

3.6.2 The Contractor shall upon commencement of the Contract provide the Contract Administrator with the name(s) and the telephone number(s) of the Contractor's staff who would be available outside of normal working hours for the purposes of receiving urgent or emergency instructions relating to the execution of the works.

3.6.3 The costs of complying with these communication requirements are deemed to be included in the rates contained within the Schedule of Rates together with the Percentage Adjustment thereto.

10.07 The Contractor should note that due to variations in the amount of work available at any one time it is not possible to guarantee continuity of work.

11.00 Completion of the Works

11.01 The Contractor is to note that the Employer will have a Tenants and Leaseholder Satisfaction System operational during the currency of the Contract. This is likely to take the form of a questionnaire to be delivered to each resident by the Resident Liaison Officer and returned direct to the Contract Administrator in a pre-paid envelope supplied by the Employers. The contractor shall allow for compiling and submitting to the Contract Administrator, benchmarking data in accordance with the standard Industry KPI.s No additional cost will be allowed for complying with all reasonable requirements of such schemes.

11.02 The Resident Liaison Officer shall provide full details of the Tenants and Leaseholder Satisfaction System returns to the Contract Administrator.

11.03 The Tenant and Leaseholder Satisfaction System shall be operated as part of the handover procedure (this may be carried out as individual elements of work are completed within an overall Order). The satisfaction survey may identify work requiring remedial action by the Contractor, which shall be completed before handover of the works.

- 11.04 Any or all of the Works may be subject to inspection by the Contract Administrator with other Officers of the Council, leaseholders, tenants or other representatives in attendance, who will be permitted to give an opinion on the quality of the works, and the Contractor will be required to attend the place of inspection, if so requested.
- 11.05 The Contractor shall leave the Work complete and in a clean sound and perfect condition, and during the execution of the works and at completion shall clear away all rubbish and make good at his own expense to the satisfaction of the Contract Administrator, any damage which may have been caused to any property of the Employer by his employees.

12.00 Hours of Work

- 12.01 The Contractor may generally carry out Work (except to Sheltered Accommodation) between the hours of 8.00am - 6.00pm Monday to Friday and 8.00am - 12 noon on Saturday. Work before or after these times may only be carried out with the prior written approval of the Contract Administrator. The contractor shall not undertake noisy operations before 9.00am.
- 12.02 The Contractor shall not be permitted to carry out Work after 12 noon Saturday or all day Sundays and Public and Bank Holidays with the exception of Works of an emergency nature and with the prior written approval of the Contract Administrator.
- 12.03 The Employer will not be liable for extra payments of monies in the event of overtime worked.
- 12.04 The Contractor is to note that Work to Sheltered Accommodation may be the subject of special timing and methods of working to comply with the occupier's requirements and the Contractor shall make all necessary allowances within his tender for any extra costs that compliance with this obligation may incur.

13.00 Identification

- 13.01 The Contractor shall supply to all working personnel employed upon the Works including Sub-Contractors with a form of identification card approved by the Contract Administrator which will contain the following details:-
- a) Photograph of operative
 - b) Operative's name
 - c) Contractor's name, address and telephone number
 - d) Expiry date of card
- 13.02 The Identification Cards shall be worn at all times by all operatives including those of sub-contractors whilst on site.
- 13.03 The Contractor will be required to ensure that all identification cards so issued are returned to the Contractor on the expiration of the Contract or on the occasion of an operative leaving his employment.
- 13.04 Failure to return an Identification Card or a lost or mislaid Identification Card may result in the requirement to reissue new identification cards of a different design to all Operatives under the Contractor's control.
- 13.05 All vehicles used by operatives employed by the Contractor or Sub-Contractors in carrying out the Works under this Contract shall clearly and permanently bear the Contractor's name on them irrespective of ownership. The Contractor will be required to submit before the commencement of the Contract, a list of his vehicles together with their registration numbers, to be used on the Contract and this list is to be updated when changes in vehicles arise.
- 13.06 All the operatives employed by the Contractor or Sub-Contractor's shall at all times wear clean overalls, clearly and permanently bearing the Contractor's name, address and telephone number on them to the approval of the Contract Administrator.

14.00 Code of Practice for Contracts involving Works on Council Properties

- 14.01 The Code of Practice in Appendix D shall be complied with by the Contractor.

14.02 The contractor's attention is drawn to Appendix J 'Additional Clauses for Housing Projects' with which the contractor shall be required to comply.

14.03 The Contractor should be aware that properties may be occupied by elderly, frail or ill tenants and should therefore take due care and consideration in the execution of the Works and the rates in the Schedule of Rates together with the Percentage Adjustment thereto are deemed to allow for any extra costs this may occur.

15.00 Protect and Remove Furniture

15.01 All furniture, fittings, apparatus, carpets and the like shall be carefully moved by the Contractor as necessary to enable the execution of the Work to be carried out.

15.02 The Contractor shall properly cover such furniture, fittings, apparatus, carpets and the like with spot cloths and protect them from dirt and splashes and at completion of the Works, replace and refit all such furniture, fittings, apparatus, carpets or the like in their original positions, to the tenants' or leaseholders satisfaction.

15.03 The Contractor shall agree the extent of the removal of carpets, furniture, etc with the tenant or leaseholder, and the conditions of such carpets, furniture etc., before commencing the Works. Failure to agree the extent of removal and condition is to be reported to the Contract Administrator.

15.04 Any claims for damage to any tenants' property are to be settled directly between the tenant(s) or leaseholder(s) and the Contractor. The Employer shall not entertain any claim from any party for damage or loss to tenants' or leaseholders' property.

15.05 The rates in the Schedule of Rates together with the Percentage Adjustment "A" thereto are deemed to allow for all costs that may arise in complying with Clause 15.00, including taking Schedules of Conditions or photographic records.

16.00 Protection of Persons and Property

16.01 The Contractor will take every precaution whilst carrying out the works to ensure the safety of the general public, Employer's staff and other persons likely to be affected by his operations, and in particular comply with the requirements of the Office, Shops and Railway Act 1963, the Factories Act 1961, Construction Regulation 1961 and 1966, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and subsequent amendments and re-enactments thereto and all other relevant legislation.

17.00 Security of Unoccupied Premises

17.01 The Contractor will be responsible for securing upon the completion of the Works or whilst the premises are unattended or at the end of each working day the doors and windows of unoccupied or unattended premises including the reinstatement of temporary door and window coverings as necessary. The cost of undertaking this work is deemed to be included in the rates contained in the Schedule of Rates and the Percentage Adjustment thereto.

18.00 Access and Abortive Calls

18.01 The Employer, its officers, employees, agents and contractors (including the Contractor and its Sub-Contractors) have no special right of access without the occupants' permission, and such rights of access include the opening of doors and windows and the carrying out of Works to boundaries or grounds of the Employer's Property.

18.02 The Contractor shall make his own arrangements with occupants for access to the individual properties for the purposes of inspection and/or carrying out the Works, but see Appendix G.

18.03 If the Contractor is unable to gain access, including the opening of windows or doors on his initial visit, he shall operate the procedure detailed Appendix G. No charge shall be made by the Contractor for this arrangement. The text/layout of the Contractors proposed cards or letters is to be agreed in advance by the Contract Administrator.

18.04 No payment will be allowed to the Contractor for Abortive Calls and all such costs are deemed to be included in the Schedule of Rates together with the Percentage Adjustment "A" thereto.

19.00 Prevention of Trespass

- 19.01 No workman, scaffold or the like is to be allowed to trespass upon properties adjoining those included under the Contract. If the execution of Work requires that workmen must enter upon adjoining property, the necessary permission must be first obtained from the owner/leaseholder or tenant by the Contractor who is to see that these instructions are carried out. If the Contractor is unable to obtain such permission he is to inform the Authorised Officer who will endeavour to arrange access to the adjoining property.
- 19.02 The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workmen will be allowed only into such parts of the site and buildings of the Employer's stock as may be necessary to execute the Works from time to time ordered hereunder.

20.00 Protection of Existing and Adjoining Building etc.

- 20.01 The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the Work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

21.00 Liaison with Other Contractors

- 21.01 The Contractor is to note that other repair works may be carried out concurrently with this Contract and the Contractor is to allow for working in conjunction with and liaising with the Employer and any other contractor. Any costs incurred in complying with this requirement are deemed to be included in the Schedule of Rates and the Contractor's Percentage Adjustment thereto.

22.00 Where Schedule Rates not Applicable

- 22.01 If any Work is instructed to be executed for which no tendered rates or prices are contained in the said Schedule of Rates, the value shall be based on the items therein most nearly conforming with the description of such Work, or as may be agreed.
- 22.02 In the case of proposed Work which cannot be valued under specific items in the said Schedule of Rates either directly or indirectly as provided above, the Contract Administrator may require the Contractor to furnish a price or prices thereof, or the Contract Administrator may, if it thinks fit, employ other tradesmen or contractors to execute such Work.
- 22.03 The Contract Administrator reserves the right to delete items from the Schedule of Rates as is deemed appropriate and no claim for any additional costs arising from the deleting of such items will be allowed by the Contract Administrator.
- 22.04 The Contract Administrator may require the inclusion of additional items within the Schedule of Rates and in such situations the Employer will identify the items and either pre-price these or request a price from the Contractor for negotiation, agreement and inclusion in the Schedule of Rates.

In all cases the Contract Administrator 's decision on the Schedule of Rates prices will be absolute and final and the Contractor will be duly bound to undertake and complete all such Works so ordered under the terms and conditions of this Contract.

23.00 Daywork

- 23.01 The Contract Administrator may instruct Work which cannot be valued under the Schedule of Rates to be carried out as Daywork. Prior written instruction must be received from the Contract Administrator before any Dayworks are carried out by the Contractor.
- 23.02 The Contract Administrator will specify on the particular Works Order for the Daywork, the maximum number of hours permissible for that Work. In the event that these hours are likely to be exceeded, the Contractor, shall, before expending any extra hours on the Work, obtain a variation order in writing from the Contract Administrator. The Contractor shall in all cases expedite this procedure in order to prevent any delay to the completion of the Works.

23.03 The Contractor will submit to the Contract Administrator at the end of the week in which the Daywork was carried out daily time sheets detailing the hours of all labour, and costs of materials and plant. The Contract Administrator if he is satisfied with the records so submitted, will endorse his signature thereupon and payment will be made in accordance with the provisions of the Contract.

23.04 The Contractor must provide supporting invoices to the Contract Administrator for materials and plant used in the execution of Daywork.

24.00 Unsatisfactory Work

24.01 If the Contractor shall fail to remove or make good any defective or unsatisfactory Work when ordered to do so by the Contract Administrator, the Employer shall have power to take the Work out of the Contractor's hands and cause the Work to be completed and/or make good the unsatisfactory Work and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory Work.

24.02 The Contractor shall ensure that all defects/faulty workmanship of whatever nature is corrected at the Contractor's sole expense to the entire satisfaction of the Contract Administrator.

25.00 Opening up and Inspection of Completed Works

25.01 The Contract Administrator may require the opening up for inspection of completed Works. In this event the Contractor will be responsible for arranging for such Works, having the Contract Administrator or Authorised Officer in attendance and the making good thereto. If the Works are satisfactory the Contractor will be paid at the rates contained in the Schedule of Rates and tendered Percentage Adjustment thereto. Should the Work prove to be not in accordance with the Contract, the Contractor must bear all costs incurred in replacing unsatisfactory work, including all such "opening up" and inspection" costs.

26.00 Contractor to provide all Materials, Plant, Labour etc

26.01 The Contractor shall provide and bear the expense of all materials, plant, labour, matters and things of every description that may be a prerequisite for properly executing the Works. The Contractor's provision of these items is deemed to be included in the Schedule of Rates, and the Contractor's Percentage Adjustment thereto.

26.02 All materials to be used shall be new materials (unless otherwise specified) and in accordance with the Specification and standards set out in the Contract.

The goods supplied shall be of quality or sort specified in the order and where so required equal in every respect to the Employer's standard patterns and/or specification or to samples submitted and approved. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of this Contract then all goods and materials used or supplied hereunder and all workmanship in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.

26.03 The Contractor must make adequate provision for holding stock of material and plant in the operational areas, together with having sufficient labour of all trades to meet the requirements of the Employer in accordance with the Contract. The Contractor should note that there will be no storage facilities available on site and that materials and equipment are therefore not to be left on site, but to be removed at the end of each working day and upon completion of the Works.

26.04 The Contract Administrator may require any materials or completed Work to be tested by an independent body. In this event the Contractor will be responsible for arranging for such tests and if they are satisfactory, he will be paid the cost of such tests. Should the tests prove the materials or work not to be in accordance with the Contract, the Contractor must bear all costs incurred in connection with the tests and replacing unsatisfactory materials or Works.

27.00 Condemned Materials

27.01 Should any materials be brought upon the sites which the Contract Administrator shall decide to be of an inferior quality or description or improper to be used in the Works, the same shall be removed entirely away from the site within 24 hours after instructions to that effect shall have been given by the Contract Administrator and other fit and proper materials shall be supplied by the Contractor with all possible despatch in place of those rejected; and in cases of con-compliance with any such orders the Contract Administrator

may cause the said inferior or improper materials to be taken away or otherwise dealt with as rubbish without any payment or compensation to the Contractor for the same and the Contractor shall on demand pay to the Employer the expenses incurred by the Employer in so doing, the amount of such expense to be certified by the Contract Administrator. For all purposes of this Clause, the decisions, orders or certificate of the Contract Administrator shall be absolute and final.

28.00 Credit for Materials

28.01 All old lead, copper or other second hand materials or other articles or materials remaining after the execution of the Works, which are not required to be removed to the Employer's store are to become the property of the Contractor.

29.00 Asbestos

29.01 Where any Work under this contract involves the handling or disturbance of materials containing asbestos the Contractor shall comply with all relevant existing or subsequent legislation, including the Hazardous Materials Act 1990, Codes of Practice and guidance notes issued by the Health & Safety Executive.

29.02 If during the course of any Work the Contractor discovers the presence of materials suspected or known to contain asbestos he must immediately cease Work and notify the Contract Administrator.

29.03 Whilst ceasing Work immediately the Contractor must nevertheless ensure the Works are left in a safe and satisfactory condition and that no danger and as little inconvenience as possible to the tenant or occupier results.

29.04 Asbestos material waste is to be disposed of only in an approved manner and at an approved disposal point.

30.00 Carriage, Transport, Freightage etc.

30.01 The rates contained within the Schedule of Rates together with the Percentage Adjustment "A" thereto are deemed to include the cost of all carriage, transport and freightage and whatever else may be required for the proper and efficient execution and completion of the Work.

31.00 Statutory Obligations

31.01 The Contractor shall comply with, and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, and in particular with the requirements of the Factories Acts, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., subsequent amendments or re-enactments thereto, and with the regulations made thereunder, in relation to all Work to be executed under the Contract.

32.00 Health and Safety at Work Act

32.01 The Contractor shall, without prejudice to any other statutory requirements, comply with and maintain welfare and safety measures up to the standard outlined in the current editions of the Construction Regulations 1961 and 1966 in respect of General Provisions, Lifting Operations, Working Place, Health and Welfare and, where applicable, the Offices Shops and Railways Premises Act 1963 and the Factories Act 1961. The provisions of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 etc., subsequent amendments and re-enactments thereto, and any regulations made under the Act are to be fully complied with by the Contractor, his Sub-Contractors and by their employees.

32.02 The Contractor shall produce, prior to the commencement of the Works, a copy of the Statements of Safety Policy issued by the Contractor to his or its Supervisors and employees in respect of construction and maintenance works and undertake to supply copies of all subsequent amendments or additions thereto to the Contract Administrator.

32.03 An assessment of all potential hazards shall be made by the Contractor prior to commencement of work and be regularly reviewed thereafter seeking the advice of the appropriate enforcing authority (Health and Safety Executive, Environmental Health Officer, etc.,) as necessary.

32.04 In addition the Contractor in compliance with Statutory Requirements is to use products, methods of work and protective measures which will minimise health and safety hazards.

Certain Works may be 'notifiable' as defined in the Construction (Design and Management) Regulations 2007. Individual Orders considered to be notifiable will be so stated and will be accompanied if applicable by supplementary Health and Safety Information as follows:

- 32.4.1 Description of the nature of the project including name(s) of designer/design team, location of the site, description of construction works, description of existing building and timescale for completion of the Works on site.
- 32.4.2 Description of the existing environment including land use adjacent to the building of the site, surrounding land use, existing services, existing traffic systems and ground conditions.
- 32.4.3 Existing drawings.
- 32.4.4 Description of the design including detailed Method Statement requirements of the Principal Contractor's construction phase Health and Safety Plan.

The Contractor is to receive the written approval of the Coordinating Consultant to the Contractor's Health and Safety Plan before proceeding with the undertaking of any Works subject to the Construction (Design and Management) Regulations 2007, unless the Coordinating Consultant and the Contract Administrator consider that any delay in implementing the requirements of the Works may affect the health and safety of the Tenants and/or the General Public and/or the structural stability and integrity of the Employer's Property or any adjacent property thereto, in which event, verbal approval may be given to the Contractor's Health and Safety Plan.

- 32.4.5 Description of potentially hazardous construction material included in the design of the works.
- 32.4.6 Description of site wide elements of the design including hazards regarding transporting materials, locations of temporary accommodation, traffic/pedestrian routes and services supplies.
- 32.4.7 Details of overlap with Client requirements including parking arrangements, differing working hours and further hazards regarding the occupied premises.

32.05 Occupied Estates/Schemes or Premises (General)

When working in or on occupied estates/schemes or premises, the Contractor shall provide for the efficient protection of the Public, including Tenants, Residents, Employer's Staff and all other persons occupying or using the premises or adjoining premises, including unauthorised persons.

The Contractor shall take all necessary precautions to safeguard the health, safety and welfare of the public with particular attention to the matters detailed below. This is in addition to all common law and statutory obligations and other codes of practice on health and safety matters.

32.06 Safeguarding Vehicular Access to Dwellings

The Contractor shall take all precautions to eliminate as far as possible the danger to the occupier or the public arising from the entry and exit of all vehicles to and from the site. This shall include, for the whole duration of the Works, efficient watching during the ingress and egress of all vehicles and efficient warning of movement of such vehicles to members of the public on the public highway and to persons within the site as necessary.

A notice to the following effect shall be displayed in a conspicuous position:

'THIS ENTRANCE IS IN USE BY CONTRACTORS - CHILDREN AND THE PUBLIC ARE WARNED NOT TO USE IT'

Where necessary alternative access must be provided in order to conform to the Safety Signs Regulations 1980, the notice should be in black lower case lettering at least 40mm high on a yellow or white background and be accompanied by the standard 'pedestrians prohibited' pictogram (red diagonal stripe through a walking man on a white background in a red bordered circle) and the standard general warning, 'caution, risk of danger' pictogram (black exclamation mark on a yellow background in a black bordered triangle). The Contractor shall also continuously clear away mud or debris including that deposited by vehicles on roads and paved areas outside the site area and reinstate paving damaged by vehicles to the satisfaction of the relevant highway authority.

32.07 Excavations

Excavations shall be fenced by 1.8m. high narrow gauge 'Heras' fencing or similar and smaller excavations shall be appropriately and adequately shored and protected. Suitable warning notices shall be erected (see Provision of Warning Notices). Stop blocks or similar barriers will be necessary to stop wheeled vehicles from manoeuvring too close to the edge of excavations. In all cases the Contractor is to comply with all relevant British Standards, equivalent EC Regulations and CDM requirements relating to excavation work.

32.08 Safeguarding Public Access to Parts of the Estate/Schemes

Those parts of the Estate/Schemes which must remain open to occupiers or the public shall be provided with proper footways, guardrails and other protective measures to ensure the safety of the occupiers or the public. The Contractor shall also provide and maintain temporary access facilities where necessary. Where scaffolding is erected over or adjacent to an entrance which is to remain in use, effective screen and fans shall be provided. The Contractor shall not block the access of occupiers or the public to estate roads, parking areas or pathways during the progress of the works. The Contractor shall continuously maintain existing access, or if necessary provide alternative access facilities to lifts, staircases, lobbies, hallways, corridors, refuse facilities, etc., and shall ensure that work within lobbies, corridors and stair areas proceeds in an orderly and safe manner. All reasonable steps are to be taken to ensure that the corridors, staircases, refuse chutes, intake cupboards or WC's are not obstructed with plant, materials etc.

Materials shall be distributed on a day to day basis with no localised storage. The Contractor shall remove all rubbish, plant, tools and materials from areas used by the public to a central storage point as Work proceeds and specifically at the end of each working day and at completion.

On no account shall refuse chutes, refuse chambers, intake cupboards or WC's be used for disposal of waste. Regularly, during the works and upon completion, the Contractor shall also properly clean floors, woodwork, steps, yards, clear out all channels, outlets, gutters, etc., and leave the whole of the Works in a clean sound and fit condition for occupation.

32.09 Fire Hazard/Precautions

In addition to any fire precautions by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times. There shall be no storage of combustible materials within the building on levels other than ground level, other than materials required for use in the particular storey in which they are being placed. Where acetylene, oxygen, propane or other gas cylinders are stored on site, they must be kept in a ventilated security compound inaccessible to unauthorised persons.

The Contractor shall fix to this compound a prominently displayed sign reading 'Danger - Compressed Cylinders'. The sign must conform to the requirements 'Provision of Warning Notices'. No flammable liquids or compressed gases shall be kept within the building, except in such quantities as may reasonably be required for the day's work. Liquid propane gas is banned from all buildings over 5 storeys high.

Sufficiently adequately maintained fire extinguishers shall be provided according to circumstances. Before any Work is carried out using flame cutting equipment or gas torches etc., the Contractor shall arrange for the appropriate type(s) and size of fire extinguishers to be readily available at the site of the operation.

There will be no smoking on the site. There will be no burning of waste material or debris on site.

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from the fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' 1992 published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors Group.

32.10 Provision of Warning Notices

The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials.

All safety signs must conform to the Health and Safety (Safety Signs and Signals) Regulations 1996. Safety which involves the use of pictograms in four distinctive colours and shapes. These include warning signs which incorporate a pictogram in black on a yellow background inside a black bordered triangle.

For example, where flammable gases are used on site the Contractor shall provide and maintain a warning sign incorporating the flame motif and the words 'Flammable Gas' underneath. Such notices shall be securely fixed externally and prominently where flammable gas cylinders are stored.

The Contractor shall also provide the Contract Administrator with all relevant information on any dangerous noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site.

This information shall include details of the substance or process to be used, handled and the precautions and protective measures the Contractor intends to take.

Such information shall be provided at least 14 days before the substance or process is to be used or handled or immediately if such dangerous substance, e.g. asbestos is discovered unexpectedly. Any Work with asbestos must be undertaken in accordance with the Employer's Code of Practice for the Removal of Asbestos.

32.11 Reporting of Accidents and Dangerous Occurrences

The Contractor shall make adequate arrangements for reporting accidents and dangerous occurrences as required by the notification of Accidents and Dangerous Occurrences Regulations 1980, RIDDOR 95 and any amendments, modifications or substitution of/for those Regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.

32.12 Safety of Children

Take all reasonable precautions to prevent injury to children by implementation of the measures set out in Guidance Note GS7 (June 1989) issued by the Health and Safety Executive published by HMSO AA (Ref. ISBM 001 8854 16X) which include the following:

- 32.12.1 Discouraging and preventing trespass including erecting an adequate perimeter fence.
- 32.12.2 Taking precautions where perimeter fence is, or is likely not to be effective or not possible.
- 32.12.3 Immobilising and making safe all vehicles and plant.
- 32.12.4 Erecting guarding to edges of excavations etc.
- 32.12.5 Stacking materials in a safe manner to prevent their easy displacement.
- 32.12.6 Preventing access to elevated areas.
- 32.12.7 Preventing access to electricity supplies and other sources of energy.
- 32.12.8 Preventing access to and safely storing hazardous materials.

32.13 Spread of Infection

Where instructed to remove timber affected by fungal/insect attack from the building, do so in a way which will minimise the risk of infecting other parts of the building.

32.14 Site Security Methodology

The Contractor's attention is drawn to the fact that the use of guard dogs will not be permitted.

The Contractor shall provide identity badges incorporating photographs for all personnel employed on the site. The Contractor shall be responsible for ensuring that such identification is worn at all times on the site. The Contractor shall keep a register of badges issued and ensure that the badges of work people who leave the Contractor's employ are surrendered. ID Badges are applicable to all Sub-Contractors and visitors.

32.15 Continuing Liaison

The procedures for the health and safety implications of Contractor design elements of the Work must follow the recognised principals of prevention and protection and take into account issues highlighted in the plan. The detail of health and safety issues, risk assessments and hazards which cannot be designed out are to be submitted to the Co-ordinating Consultant, together with proposals for mitigation/ control; required during work time. All such information is to be submitted in sufficient time to allow adequate consideration by the Co-ordinating Consultant and where appropriate, the Designer.

The following action is to be taken in the event of unforeseen eventualities arising during work time; which require significant design changes or affect resources required:

- 32.15.1 The Co-ordinating Consultant is to be advised as soon as possible.
- 32.15.2 Details of the health and safety issues of the eventuality are to be submitted to the Co-ordinating Consultant as soon as possible.
- 32.15.3 Details of the redesign and its health and safety implication are to be submitted to the Co-ordinating Consultant for consideration and agreement in sufficient time to allow adequate consultation prior to the execution of the affected Works.

The Principal Contractor is to obtain from his Contractor's information which is required under CDM Regulation for inclusion in the Health and Safety File. This should be passed to the Co-ordinating Consultant throughout the course of the Contract.

The Principal Contractor shall notify the Contract Administrator and the Co-ordinating Consultant immediately in the event of any accidents or incidents of a notifiable nature in accordance with RIDDOR.

The Principal Contractor shall maintain in a prominent position a schedule containing addresses and telephone numbers for the following:

- 32.15.4 The nearest hospital with casualty facilities.
- 32.15.5 The Health and Safety Executive Local Office.

The Principal Contractor is to provide information to the Architect and/or Engineer on any variations from the drawings with sufficient detail to enable the preparation of as-built drawing for inclusion in the Health and Safety File.

A copy of all O & M Manuals of all specialist equipment are to be provided by the Principal Contractor to the Co-ordinating Consultant for inclusion in the Health and Safety File.

The Co-ordinating Consultant is to be advised of any variation from the materials specified in the Contract Documents.

32.16 The Employer's Policy

Have full regard throughout the performance of the Contract for the safety of all persons who may be affected by the Contract and keep all sites, depots, plants, vehicles and machinery under control in an orderly and safe state and maintain at no cost to the Employer all lights, guards, fencing, warning signs or anything provided in the interests of health, safety and welfare in pursuance of the relevant statutory requirements and where necessary or required by the Contract Administrator or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.

Provide for all costs incurred in complying with all health, safety and welfare regulations required relating to all employees (including those employed by Named Sub-Contractors) employed during the execution of the Contract, or all persons who may be affected by the Contract.

Provide the Contract Administrator before the commencement of the Contract with a copy of your Company's Health and Safety Policy, together with Codes of Practice, Operational Guidelines, Provisions and Procedures (including those in connection with materials which may be deleterious) relating to all activities undertaken in connection with the Contract and provide such other information and documents which will require the compliance of the Employer or his representative when visiting the site. The Contractor's Policy Codes of Practice etc., will be expected to be in similar form to the Employer's, a copy of which is available if required.

Provide the Contract Administrator with copies of all method statements without which Work will not be allowed to commence.

Maintain at a local office or other locations agreed by the Contract Administrator, copies of all legislation, Codes of Practice, Guidance Notes, Rules, Regulations, Registers, Working Practices and Safety Policy relevant to the type of work undertaken, allow employees to use and refer to them and allow the Contract Administrator to inspect them at regular intervals.

Nominate person to be responsible for Health and Safety matters and notify the Contract Administrator of the name of that nominated person, together with details of recognised professional health and safety qualifications e.g. Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent.

The Contract Administrator shall be empowered by written notice to suspend the progress of the Contract or any part thereof in the event of non compliance by the Contractor of Health and Safety requirements. The Contractor shall not resume performance of the Contract until the Contract Administrator gives written notice that the non compliance has been rectified.

Provides where possible and appropriate, an experienced Safety Supervisor shall be available on site at all times during the execution of the Contract.

The Contractor's Health and Safety Officer/Supervisor will carry out regular safety checks of the Contractor's operations during the Contract Period.

Provide the Contract Administrator with a copy of the Contractor's Health and Safety Officer's/ Supervisor's report within one week of each check, or at such time as the Contract Administrator may agree, together with comments on the action and timescale proposed for dealing with faults listed.

In the event of any accident to employees or public on the site, the Contractor shall immediately inform the Contract Administrator and shall supply the Contract Administrator with copies of reports, including F2508 1986/REV forms, in accordance with the Reporting of injuries, Diseases and Dangerous Occurrences Regulations 1985, within 7 days of the incident.

Inform the Contract Administrator on becoming aware of any prosecution or pending or likely prosecutions of the Contractor for any offence relating to the Health and Safety of his employees, third parties, or members of the public and any improvement or enforcement notices served on them by the HSE or other relevant parties, including health, safety and welfare, and provide the Contract Administrator with such further information and documents as he/she may require.

Take such steps as are necessary to ensure that operatives engaged upon the Contract, and those of Sub-Contractors so engaged are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in, and all persons who may be affected by the said activities.

In pursuance of its duties under the Health and Safety at Work Act, an authorised member of the Employer's Safety Management Unit may make discretionary visits to the site in order to monitor Contractor's health and safety and welfare performance. These inspections will not relieve the Contractor of his responsibility for undertaking his own regular inspections.

33.00 Scaffolding, Trestles, Hoardings, Barriers, Ladders etc.

33.01 Access up to a Working Level 1.5m in Height

The Contractor shall provide and bear the expense of:-

1. All necessary trestles, boards, scaffolding and the like up to a working height of 1.5m.
2. Scaffolding is to be erected in accordance with the requirements of the Safe Working Policy, and to comply with the requirements of BS EN 12811-1:2003.
3. All necessary temporary barriers, boardings and the like for safe and proper execution of the Works, for protecting the public and the occupants of adjoining premises and for meeting the requirements of any local or other Authority.

33.02 Access above a Working Level 1.5m in Height

Scaffolding or access required above 1.5m working height shall be via domestic sub-contractor quotes - see Clause 5.0 above.

The Contractor shall be required to place his sub-contract for scaffolding only with a Scaffolding firm approved by the Contract Administrator.

Where scaffolding above second storey eaves level is required for the Works, the Contractor will be required to submit an Engineers design to the Contract Administrator before the commencement of the Works and when the scaffolding, etc., has been erected, supply the Contract Administrator with a certificate from a Chartered Engineer indicating that the Works are in good condition and comply in all respect with all relevant Codes of Practice.

The Contractor shall allow for full access to buildings and thoroughfares to be maintained at all times. The Contractor shall obtain all necessary licences for scaffolding erected over public footpaths, etc., and provide all necessary lighting. All roads and footpaths are to be maintained in use. The Contractor is to allow for all necessary safety barriers, markers and signs for pedestrians and vehicles.

All ladders shall be removed from scaffolding at the end of each working day and at every weekend or Bank Holiday and securely locked in the Contractor's store. All other necessary security actions deemed necessary by the Contractor should also be taken. Any alterations to the scaffolding etc., should be additionally certified.

In addition the Contractor is to provide a protective safety fence at the base of the scaffolding to prevent illegal usage. The scaffold should also be made available to other authorised users at no cost or liability to the Contractor.

Where scaffolding and temporary roofs require protection from lightning strike (in accordance with the recommendations of BS 7671:2008, and BS EN 62305(1-4):2011 'Protection against Lightning', they shall be certified by a qualified Electrical Engineer at commencement, with regular testing and certification at not less than monthly intervals and additionally when alterations to scaffolding are carried out. The certificates are to be supplied to the Contract Administrator.

Scaffolding - Multi-storey

- 33.03 Access Equipment to multi-storey buildings over four storeys high is to be by means of a designed scaffold or an approved system of electrically power winch operated suspended working platforms complying with the recommendations of BS 5974:2010 "Code of Practice for The Planning, Design, Setting up and Use of Temporary Suspended Access to give proper safe access to all surfaces of the building required to be repainted, including balconies. On no account are rope operated cradles or boats to be used upon Works to buildings more than four storeys high.

Scaffolding - Generally

- 33.04 Rigging - The Contractor shall be responsible for the placing and rigging of the equipment, which shall be carried out to avoid any damage occurring to the building, and subject to the approval of the Contract Administrator in this respect.
- 33.05 The making good of any damage caused to the building, however caused, will be the Contractor's responsibility.
- 33.06 Permanent anchorages (e.g. 'D' shackles) which may already be provided on the building have not been tested and are not to be used.
- 33.07 Existing property lifts may only be used for the conveyance of equipment with the prior written agreement of the Contract Administrator. Generally the contractor will not be permitted to use a property's lift. On no account are any components to be thrown or dropped from the building.
- 33.08 The Contractor's attention is drawn to statutory restrictions (Highways Act 1980, Section 131, 171, 172 and 178) relating to erection of a hoarding or scaffolding on a pavement or highway.

Should the Contractor wish to erect a scaffold or hoarding over or upon the public footway, he must apply to the Local Authority for permission to do so. If permission is granted, the Contractor must ensure that the scaffold or hoarding is erected and maintained strictly in accordance with the Local Authority's conditions set out in the permit with particular attention being paid to requirements relating to lighting and the safety of pedestrians.

33.09 The Contractor shall afford the free use of any standing scaffold to all authorised employees of the Employer or employees of any other Contractor employed by the Employer for the purpose of carrying out inspections and associated Works.

33.10 Ladders must be removed from the Works or rendered inaccessible at the end of each day's work, and all other plant and scaffolding works, both complete and incomplete, left in a safe and secure manner. At all times the Contractor shall ensure that the dwellings and buildings remain in a stable and safe state, free from movement.

34.00 Watching, Lighting Notices and Fees

34.01 The Contractor shall provide all watching and lighting, give all requisite notices to local and other authorities, obtain all licences and pay all fees legally demandable in connection with same, such costs are deemed to be included in the Schedule of Rates and the Percentage Adjustment thereto.

35.00 Location of Existing Services

35.01 The Contractor shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, Satellite Dishes etc..) above and below ground, or within the structure of the property during the course of the Works.

36.00 Existing Services to be Maintained

36.01 Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption thereof.

36.02 No diversion of any of the existing services, etc., other than as indicated in the Contract Documents shall be carried out without the written agreement of the Contract Administrator. Any temporary disconnection of the services, etc., which may be necessary in connection with the Works shall be done at such times as may be directed by the Contract Administrator. The Contractor shall be responsible for maintaining close liaison with the Employer and the Public Utility Authorities so as to avoid any disruption of existing services. Any costs that may arise due to damage/disruption of Public Utility services and/or Equipment are to be at the Contractors expense.

36.03 The costs of removal, diversion and subsequent refitting of any cables, aerials, and the like fixed to the property to enable the proper execution of the work together with repair or replacement of any cables or equipment damaged during this operation, is deemed to be included in the Schedule of Rates and the Percentage Adjustment thereto. The Contractor is advised to examine any such cables prior to starting work and to bring any existing damage to the attention of the Contract Administrator.

Note: The removal and refitting of satellite dishes shall be measured and valued in accordance with the rate contained within Appendix I, subject to the addition/deduction of Percentage 'A' as detailed within Clause s 1.12 and 1.13 Section 2.

37.00 Lighting and Power

37.01 The Contractor shall provide all artificial lighting and power for use on the Works, pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.

37.02 All temporary electrical work shall comply with the Home Office Regulations, the Current Edition of the Regulations for Electric Equipment of Buildings issued by the Institution of Electrical Engineers (with particular reference to the sections dealing with temporary electrical installations and installations on construction sites) the relevant Codes of Practice and the requirements of the appropriate Electricity Board.

37.03 In the event of the Contractor taking a supply of electricity from public or communal areas, he is to arrange with the Contract Administrator for permission to use this supply and make good on completion.

38.00 Water for the Works

38.01 The Contractor shall be responsible for providing clean, fresh water for use on the Works at his own expense.

38.02 Provide all temporary runs, storage cisterns, plumbing connections and the like and pay all charges.

39.00 Contractors Personnel

- 39.01 The Employer reserves the right to issue instructions requiring the immediate removal from the project of any foreman, chargehand and operatives if the Contract Administrator considers that their standard of conduct, workmanship and performance remains unsatisfactory.
- 39.02 It is expected of the Contractor that his labour force will have received formal trade training and have experience of undertaking maintenance/small works of a similar nature to that contained in this Contract.
- 39.03 The playing of radios, cassette players and the like is not permitted on the sites. This is to apply to all the Contractor's servants, agents, employees and Sub-Contractors.

40.00 Meetings

- 40.01 Meetings will be held as and when required by the Contract Administrator. The Contract Administrator will arrange and chair any meeting he shall deem necessary for the successful running of the Contract. The Contractor shall attend all such meetings and he is to inform any nominated or other Sub-Contractors when their presence is required. The Contract Administrator will be responsible for the production and circulation of Minutes of Site Meetings. All costs arising are deemed to be included in the Schedule of Rates and the Percentage Adjustment thereto.
- 40.02 The Contractor is advised that there will be occasions when Tenants /Leaseholders or Tenants or Leaseholder Representatives will need to be present and will have a role to play in satisfying maintenance needs.

41.00 Survey/Setting Out

- 41.01 All surveys, inspections etc. deemed necessary to determine the full requirements appertaining to the various scheduled items specified together with all setting out required shall be carried out by the Contractor. The cost of this item shall be deemed to be included in the Schedule of Rates and the Percentage Adjustment thereto.

42.00 Removal of Debris and Rubbish

- 42.01 It is an essential condition of the contract that the properties are kept clean and tidy and free from all rubbish. The removal of rubbish and protection of the site is the Contractor's responsibility and is not an item for which extra payments will be made.
- 42.02 The provision of skips for the removal of debris together with tipping charges, landfill tax and any other costs incurred, associated with any Works undertaken by the Contractor for the Employer are deemed to be included in the rates contained in the Schedule of Rates and the Contractor's Percentage Adjustment thereto.
- 42.03 The Contractor shall clear away daily to authorised tips all dirt, rubbish and superfluous materials from time to time as they accumulate and keep the interior, exterior and gardens of the sites clean and tidy at all times. All entrances, exits and paths, together with public footpaths, verges and roadways adjoining the site are to be kept clean and clear at all times.
- 42.04 The Contractor shall, at the end of each working day and on completion of the specified works, clear away and remove to authorised tips all rubbish, materials and plant and leave the whole of the premises and site in a clean, tidy and safe condition. On no account will the burning of rubbish, debris etc be allowed.
- 42.05 The Contractor shall keep all roads, streets and footpaths, (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works.
- 42.06 The Contractor shall keep roads, streets and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstructions, skips, etc., arising as aforesaid at all times and observe any Bye-Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish etc.
- 42.07 The Contractor is to ensure that no ballast, sand, rubbish or cement or the like is discharged into the road gullies.

- 42.08 The Contractor is expressly forbidden to dump any debris or rubbish from any Works on any vacant land or cleared sites other than at authorised tips.
- 42.09 Should the Contractor fail to carry out these requirements to the Contract Administrator's satisfaction, and after 24 hours' notice, the Contract Administrator may execute the Work, and to set off its value against any sum due or to become due to the Contractor under this Contract. Should the Contractor repeat his default the Contract Administrator may reduce the period of notice to less than 24 hours at his sole discretion.
- 42.10 The Contractor shall provide for cleaning, as necessary, of all rooms affected by the Works including sweeping and scrubbing floors, cleaning glass with wash-leather both sides, cleaning out gutters, outlets, etc., removing stains and touching up paint work and polished work and leaving clean and tidy to the entire satisfaction of the Contract Administrator on completion.
- 42.11 It should be noted that it is the Contractor's sole responsibility for all costs incurred in complying with the aforementioned conditions. Should the Contractor find prior to commencement of the Works excessive rubbish, debris etc requiring removal then the Contractor shall notify the Contract Administrator accordingly and obtain appropriate instructions. The Contract Administrator's decision in this respect shall be absolute and final.
- 42.12 The Contractor must, prior to commencement, provide the Contract Administrator with a detailed method statement on his proposed methods for removal of rubbish etc., from the works and must provide clear evidence of compliance with current legislation concerning the Transporting and Disposal of Waste.
- 43.00 Builders Skips**
- 43.01 The Contractor's attention is drawn to the regulations (Highways Act 1980, Section 139 and 140) relating to the deposit and use of builders skips on the highway.
- 43.02 Should the Contractor wish to deposit a skip on the highway, he must apply to the relevant Local Authority for permission. If permission is granted, the Contractor must ensure that the skip is deposited and used strictly in accordance with the Departments conditions with particular attention being paid to positioning and lighting requirements.
- Should the Contractor wish to deposit a skip on roads, paths, pavings, car parking areas, garage forecourts or grassed areas maintained by the Employer he must first obtain the approval of the Employer and ensure that the skip is deposited and used strictly in accordance with the Employer's conditions, with particular attention being paid to positioning and lighting requirements.
- 43.03 Only fully enclosed, lockable skips shall be used when remaining overnight or at weekends, public holidays and the like.
- 44.00 Protection of Gardens**
- 44.01 The Contractor shall ensure that no permanent damage is caused to lawns, flower beds, plants, trees and pavings during the progress of the Works.
- 44.02 Any damage caused shall be rectified at the Contractor's expense and to the satisfaction of the Contract Administrator.
- 45.00 Illegal Parking**
- 45.01 The Contractor is not to park, or allow his servants, agents, employees or Sub-Contractors to illegally park any motor vehicle or motor cycle upon the public and estate footpath, firepaths pre-allocated car parking areas or grassed areas. Designated parking areas for the Contractor may be allocated by the Contract Administrator or on an order by order basis depending on the Estate and availability.
- 46.00 Advertising**
- 46.01 The Contractor shall not display or permit to be displayed any advertisement without the previous written consent of the Employer.
- 47.00 Documents and Vouchers**
- 47.01 The Contractor shall retain for production as required by the Employer all accounts, vouchers and documents relating to the Contract, for a period of six years.

48.00 Construction (Design and Management) Regulations 2007

- 48.01 The Contractor shall comply with all statutory obligations imposed by the Construction (Design and Management) Regulations 2007 and ensure they are fully understood and planned for. The Contractor shall apply the Regulations to all site operatives irrespective of whether they are employed directly by the Contractor, sub-contracted or engaged on a self-employed basis.
- 48.02 In accordance with the Regulations, the Employer has appointed a Co-ordinating Consultant, who is named in the Definitions and Interpretations hereto.
- 48.03 The contractor's attention is drawn to the Pre-Construction Information provided within Appendix C.
- 48.04 The Contractor shall when tendering for the Contract take account of the specific requirements of the project and ensure that sufficient resources, including time, have been allocated to enable the project to be carried out in compliance with health and safety law, and will be required to demonstrate this to the Employer prior to the Contract being awarded. The Contractor will be required to develop the health and safety plan, coordinate the activities of all Contractors and Sub-Contractors and ensure that they comply with relevant health and safety legislation and the developed health and safety plan. The Contractor shall also provide sufficient information, training and consultation with employees, including the self-employed to enable the full compliance with the provisions of the Regulations.
- 48.05 Prior to commencement of the Works, the Contractor will be required to provide details of the following:
- i) health and safety policy and assessments
 - ii) arrangements to manage health and safety
 - iii) procedures to be used for adopting, developing and implementing the health and safety plan
 - iv) risk assessments, including those of all other Contractors and Sub-Contractors together with the approach to be taken in executing any identified high risk operations
 - v) details on the management and prevention of health and safety risks created by Contractors and Sub-Contractors
 - vi) arrangements the Contractor has for monitoring compliance with health and safety legislation
 - vii) time allowed to complete the various stages of construction Work without risks to health and safety
 - viii) the way people are to be employed to ensure compliance with health and safety law
- 48.06 The Contractor, acting as Principal Contractor, shall become responsible for the health and safety plan immediately upon notification by the Employer of their intent to award the Contract. From this point the Contractor shall develop the health and safety plan so that it:
- i) incorporates the approach to be adopted for managing health and safety by everyone involved in the construction phase
 - ii) includes the assessments prepared by Contractors under the Management of Health and Safety at Work Regulations 1999 and other legislation
 - iii) incorporates the common arrangements (including emergency procedures and welfare)
 - iv) includes arrangements for fulfilling the Contractor's duties under CDM Regulations, e.g.:
 - a) arranging for competent and adequately trained staff and operatives to undertake the Work
 - b) arranging for competent and adequately resourced Sub-Contractors to carry out the Work where it is sub-contracted
 - c) ensuring proper co-ordination and co-operation of all other Contractors and Sub-Contractors (if any)

- d) ensuring that Contractors and Sub-Contractors are given all information about risks on site
- e) ensuring that site operatives have been given adequate training and further re-training where necessary
- f) ensuring that all other Contractors and Sub-Contractors comply with any site rules which may have been set out in the health and safety plan
- g) ensuring that all operatives are properly informed and consulted
- h) ensuring that only authorised persons are permitted on site
- i) displaying notification of the project to the Health and Safety Executive
- j) passing all relevant information to the Co-ordinating Consultant for updating/completing the health and safety file

The Contractor shall note that separate specific Health and Safety Files will be required for each individual structure to be worked on under the Contract.

- v) includes reasonable arrangements for monitoring compliance with health and safety law
- vi) includes, where appropriate, rules for the management of the Work for health and safety
- vii) can be modified as Work proceeds according to experience and information received from Contractors.

- 48.07 Before construction Work starts the Contractor shall offer the health and safety plan to the Employer and Co-ordinating Consultant, so that compliance can be monitored, in that as much of the health and safety plan as possible has been developed prior to construction Work starting, particularly those aspects relating to the early Work stages.
- 48.08 At all stages of the construction process on site the Contractor shall monitor adherence to the health and safety plan, and ensure that it is fully updated and amended in light of developing information, or alterations to the design, and liaise with the Co-ordinating Consultant.
- 48.09 Throughout the duration of the Contract, the Contractor shall pass updated and developed health and safety information to the Co-ordinating Consultant for incorporation in the Health and Safety File(s). The Co-ordinating Consultant will prepare the file(s) to alert those who will be responsible for the structure after handover of the risks that must be managed when the structure and associated plant is maintained, repaired, renovated or demolished. In preparing the health and safety file, a record will be produced of information to enable future decisions on the management of health and safety to be made in compliance with the Regulations.
- 48.10 All costs associated with compliance with the Construction (Design and Management) Regulations 2007 are deemed to be included in the rates and prices of the Schedule of Rates and Percentage Adjustment thereto.

49.00 Noise Control

- 49.01 The attention of the Contractor is drawn to the provisions of Section 60 of the Control of Pollution Act 1974, with reference to the control of noise in relation to any demolition or construction Works and the need, particularly where such Works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to the Works in this respect. The restrictions may relate to the type of plant used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded. The attention of the Contractor is also drawn to the provision of Section 61 of the Control of Pollution Act 1974, with reference to the issue of prior consent and any application under that section should be made to the Local Authority on the appropriate form available from them. The Contractor is to be held responsible for complying with such requirements, restrictions, or consents together with any other stipulations to which his/her attention may be drawn from time to time by the competent Authorities and is to allow in his/her tender for any costs or expenses arising from such compliance. No instruction issued to the Contractor by the Contract Administrator or his/her authorised representative shall relieve the Contractor from compliance with the Control of Pollution Act 1974 or any subsequent amendment or re-enactment thereto.

50.00 The cost associated to providing a Resident Liaison Officer (RLO), shall be paid at the weekly rate as indicated on the Form of Tender. The Contractor is not therefore required to allow for the cost of providing an RLO within his Percentage A adjustment. The requirements for an RLO for each order will be discussed and agreed prior to the commencement of the contract. The contractor's attention is drawn to the requirements of Appendix H with which he shall be required to comply.

SECTION 5

MATERIALS AND WORKMANSHIP PREAMBLES

SECTION NO 5

Material & Workmanship Preamble

The Material and Workmanship Preambles shall be as Part 1, Section G of the National Schedule of Rates in use, with the following additional requirement for Painting and Decorating.

The Materials and Workmanship Preambles shall be read in conjunction with the obligations within Section 2, The Council's Administration of the Contract, the Contractor's Proposals, Section 4 The Preliminaries/General Conditions and Appendix D The Code of Practice for Contracts involving work on Council properties.

Where any reference is made in the Specification to a British Standard (BS) or Code of Practice (CP) this is deemed to include any subsequent revision, amendment, re-enactment and/or replacement thereof, such that the Service Provider shall fully comply with all the latest BS, CP and the like current at the date of execution of the Work to be undertaken.

PAINTING AND DECORATING

ADDITIONAL REQUIREMENTS TO NATIONAL SCHEDULE OF RATES PREAMBLES

GENERALLY

For each Order a completed sample of each element of the painting or redecoration works shall be carried out by the Contractor as a test panel. This may include a typical window, door or area of external render depending on the nature and scope of the works.

The main works, the subject of the Order shall not commence until the test panel has been approved by the Contract Administrator.

A period of 5 working days shall be allowed for the approval process which may be extended by a further 5 working days if the test panel is not satisfactory and remedial works are required.

The test panel once approved shall set the standard for the whole of the works covered by the Order. Part of the approved process concerning an individual test panel may include the comments and views of tenants and leaseholders or their representatives.

The test panel works may be instructed in advance of the Order to aid programming and timescales for the Order (For example the test panel works may be instructed to occur during the Landlord & Tenant Act 1987 Section 20 Notice period).

MATERIALS

Generally

All materials must comply with the appropriate British Standard.

The painting and decorating materials shall be of the highest standards available and be supplied by a reputable manufacturer to be approved by the Contract Administrator. Undercoats and finishing coats for an individual surface shall be obtained from one manufacturer only.

All paints are to be delivered to the site in sealed containers as received from the makers and no labels are to be removed or painted out. The paint must be used without adulteration and in strict accordance with the instructions of the maker.

Under no circumstances shall paint supplied by the manufacturers be thinned by the Contractor unless prior written permission has been given by the Contract Administrator. When such permission has been granted, thinning must be carried out in strict accordance with the instructions of, and with thinners provided by, the manufacturers.

All painting is to be executed in approved shades, and the Contractor must submit samples of tints before ordering his materials. Each coat of paint must approximate to the finished shade, and where certain tints are recommended by the manufacturer, they must be used.

Samples of materials may be taken by the Contract Administrator. Sample tins will be filled 7/8 full after the contents of the container or kettle have been thoroughly stirred and mixed. All relevant details of the materials sampled shall be recorded.

All unsatisfactory materials shall be immediately removed from the site, and any work executed with such defective material shall be made good by the Contractor at his own expense to the satisfaction of the Contract Administrator.

The Contractor shall include in his tender prices percentage "A" adjustment thereto for the use of varied colours in the Works and for the execution of sample patches, as required by the Contract Administrator.

Knotting

Knotting shall be best quality Shellac, dissolved in methylated spirits to comply with BS 1336. All knots and resinous parts are to be covered.

Stopping

Stopping for:

- i) Plasterwork shall be a plaster-based filler;
- ii) Concrete, rendering or brickwork shall be of similar material to the background and shall be finished with a similar texture;
- iii) Internal woodwork, hardboard, fireboard and plywood shall be putty complying with BS 544 and shall be tinted to match the colour of the undercoat;
- iv) External woodwork shall be Linseed Oil Putty complying with BS 544 or other approved proprietary filler recommended for external use, and shall be tinted to match the colour of the undercoat;
- v) Clear finished woodwork shall be stopping tinted to match the surrounding woodwork.

Linseed Oil

Refined linseed oil shall comply with BS EN ISO 150:2007.

Raw linseed oil shall comply with BS EN ISO 150:2007.

Boiled linseed oil shall comply with BS EN ISO 150:2007.

White Spirit

White spirit shall comply with BS 245.

Black Bituminous Paint

Black bituminous paint shall comply with BS 3416. Type I, for general use.

Primer for Alkaline Surfaces

Primer for alkaline surfaces shall be a special primer obtained from the maker of the undercoat and finishing coat.

Primer for Iron and Steelwork

Primer for Iron and Steelwork shall be as recommended by the manufacturer for the surfaces to be coated in conjunction with that recommended by the manufacturer for the subsequent finish coats.

Primer for Galvanised Iron and Steelwork

Primer for Galvanised Iron and Steelwork shall be as recommended by the manufacturer and shall be compatible with subsequent Finish Coats. New galvanised surfaces must be pretreated with a mordant solution before priming.

Primer for Hardboard

Primer for hardboard not factory primed or sealed shall be a suitable primer obtained from the maker of the undercoat and finished coat.

Primer for Woodwork

Primer for woodwork shall be a finishing ready-mix primer obtained from the maker of the undercoat and finishing coats and shall be applied in accordance with the maker's instructions.

Primer for oily or resinous timbers

Primer for British Columbia pine (Douglas fir) or other oily or resinous timber shall be an approved aluminium based priming paint not darker than Colour 00A01 of BS 4800 which shall be compatible with the subsequent coats and obtained from the same maker.

Primer for Stains

Primer to stain finish work shall be as recommended by the selected and approved manufacturer for the respective stain finish and shall be used strictly in accordance with the manufacturer's instructions.

External Varnish and Varnish Stain

Subject to any specification to the contrary, external varnish and varnish stain shall be Sadolin or similar approved used strictly in accordance with manufacturer's recommendations.

External Wood Stain

External wood stains shall be obtained from an approved manufacturer and used strictly in accordance with the manufacturer's instructions.

Wood Preservative

Wood preservative shall be obtained from an approved manufacturer and used strictly in accordance with the manufacturer's instructions.

External Masonry Paint

External masonry paint shall be Sandtex High Cover Smooth or equivalent approved used strictly in accordance with the manufacturer's instructions and recommendations.

Stabilising Sealer

Stabilising sealer shall be of a type and make recommended by the manufacturer of the undercoat and finishing coat.

Chemical Stripper

Chemical paint stripper shall be water soluble, used strictly in accordance with the manufacturer's instructions.

Anti Fungal Solution

Anti fungal solution shall be appropriate to the surface being treated and shall be used in accordance with the manufacturer's instructions and in accordance with the Pesticides Safety Precautions Scheme (3.2/160).

Silicone sealer for External Walls

Silicone sealer for external walls shall be used strictly in accordance with the manufacturer's instructions.

PREPARATION OF SURFACES

Preparations

A high standard of preparatory work will be required and therefore allowances should be made for thorough preparation of all surfaces. Should the Contractor deem paint removal is necessary other than paint removal during general preparation this shall be reported to the Contract Administrator and areas agreed on site with the Contract Administrator and the Quantity Surveyor before work commences. No payment for paint removal will be made if this condition is not complied with.

All existing bare non-durable timber surfaces shall receive a liberal brush coat of water repellent timber preservative to conform with Building Establishment Technical Note No. 24. Allow adequate time to dry before overcoating.

Previously painted surfaces in good condition shall be rubbed down with abrasive paper and cracks filled as described. If existing paint is in poor condition it shall be removed completely using an approved non-caustic paint remover.

Washing down shall mean thoroughly wash down surfaces with sugar, soap and water, detergent solutions or suitable solvent to remove all dirt, grease and mould etc. Rinse down with clean water and allow to dry.

Different tinted primers undercoats and first top coats shall be provided in order to confirm coats as specified have been applied.

Approval

The Contract Administrator may request that the preparation of surfaces is approved prior to any coating being applied.

The Contractor shall as part of the Quality Control process for the Contract, inspect the preparation of surfaces prior to any coating being applied to certify that the preparation carried out by his operatives or those of his sub-contractor is satisfactory.

Burning/Stripping Off

The Contractor shall allow for the removal of existing paint films by one or more of the following methods, as appropriate for the particular surface to be stripped and to be determined on site:

Burning off, hot air, steam or chemical stripping, sanding off or other mechanical means.

When the operation of burning off using a hot air stripper or naked flame is in progress, the Contractor must provide all necessary protection to the area to prevent the ignition of adjacent inflammable materials and components.

The Contractor must provide each "gang" with a suitable fire extinguisher to enable him immediately to control the spread of fire accidentally ignited during this operation.

All burning off operations must cease not less than 45 minutes before any cessation of works on site and all debris removed from the site. The Foreman in charge must, as one of his primary duties, thoroughly inspect the areas where burning off has been carried out to ensure that no materials or components have been accidentally ignited.

No burning off, or chemical stripping, is to be carried out internally. One of the alternative methods of paint removal specified shall be used.

Chemical stripping shall be carried out in accordance with BS 8221-1 and using a proprietary stripper to BS 3761 (water rinsable), surfaces taken back to sound bare substrate. Remove all traces of paint stripper with clean white spirit, neutralize, rinse and prepare.

All chemical stripping is to be carried out having due regard for all COSHH and Health & Safety Regulations. The Contractor is to provide a Method Statement and details of chemicals to be used in these operations.

The existing paintwork may have a lead content. As precautions against contamination from lead or other substances when stripping or rubbing down previously painted surfaces, the Contractor shall observe the following:-

Dust sheets or other suitable means shall be placed beneath the work area to catch all stripped materials, where removed by burning, paint remover, scraping, brushing or rubbing down. Plastic sheets must not be used when burning is carried out.

Cleaning up of debris from the areas beneath components being stripped shall take place regularly during the day while work is in progress. All debris from stripping etc shall be removed from site.

Rubbing down of any paint known to have a lead content in the top mist coats shall be wet rubbing and all debris shall be collected before it dries. Dust from other rubbed down areas, both internally and externally, shall be dampened down and removed at the end of each working day.

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.

Any efflorescence shall be removed first by wiping dry with a dry course cloth and then with a damp cloth. The surfaces shall then be left for 48 hours to see if efflorescence has ceased and surfaces shall be cleaned to remove

dirt, dust, etc., and all making good shall be allowed to dry out thoroughly before painting is commenced. When efflorescence has occurred or is suspected, painting shall be deferred for a period as required by the Contract Administrator.

Loose and defective rendering is to be cut out and made good prior to redecoration. Existing surfaces to be redecorated shall be stabilised with an approved stabilising agent compatible with the paint finish. The stabilising agent to be used in accordance with the manufacturer's instructions.

Plasterboard to receive direct redecoration

Joints in plasterboard ceilings to receive Artex plastic paint shall be finished as described in 'Plasterwork'.

Iron and Steel

Before fixing, rust, mill scale, welding slag and flux residue shall be removed from iron and steel surfaces by wire brushing, scraping, hammering, flame cleaning etc.

Previously Painted Metalwork

Thoroughly clean down all paintwork which is in sound condition and rub down with abrasive paper. Remove small areas of defective paint and all rust and loose scale by chipping, scraping and wire brushing back to clean metal. Prime metal so exposed immediately after preparation with one coat of primer and apply one additional undercoat before painting as specified.

Large areas of defective paint shall be removed by using an approved noncaustic stripper or by chipping, scraping and wire brushing back to clean metal. In all cases where rust is apparent, the rusting section and a sufficient area shall be scraped clean of all paint and rust and coated with an approved rust inhibiting primer in addition to the priming coat described.

Defective Putties

Defective, cracked or uneven putties to glazing shall be hacked out, rebates prepared and primed as required and the putties made good prior to any painting being carried out. Putties must be allowed to form a hard skin before painting.

Plywood

Surfaces of internal plywood which are to be painted shall be primed, filled as required with a plastic based filler, rubbed and dusted down and a second coat of primer applied.

Surfaces of external plywood to be painted shall be primed, filled with a filler tinted to match the colour of the undercoat, rubbed and dusted down and a second coat of primer applied. After final priming all imperfections shall be stopped, rubbed down and brushed off.

Woodwork to be painted

Before fixing woodwork, all surfaces which will be visible after fixing shall be rubbed down. Excess resin from live knots and resin pockets shall be scorched back and all knots and resinous areas coated with fresh knotting. All surfaces shall then be primed, all nail holes and other imperfections shall then be stopped and the whole surface shall be rubbed down and all dust brushed off before the undercoat is applied.

Previously painted woodwork

Wash down thoroughly with sugar soap all paintwork which is in sound condition and rub down to a smooth surface with an approved abrasive paper. Rinse well with clean water and allow to dry. Fill in cracks etc., as described for new woodwork.

Small areas of cracked or defective paint shall be removed by carefully scraping back to a firm edge. Knot, prime and stop woodwork so exposed as described for new work fine abrasive paper and apply one additional undercoat before painting as specified.

All bare existing non-durable timber surfaces or surfaces with defective areas of paint film shall receive a liberal coat of brush applied water repellent timber preservative to conform with Building Research Establishment Technical Note No. 24. Allow adequate time to dry before overcoating.

Woodwork to receive a clear finish

All holes and other imperfections in surfaces to receive a clear finish shall be stopped and the whole surfaces shall be rubbed down and all dust brushed off.

Existing varnished surfaces in sound condition shall be prepared by cleaning down with an approved detergent and thoroughly rinsed.

Existing varnished surfaces in unsound condition shall be stripped and revarnished.

All preparation to be in accordance with approved manufacturer's recommendations.

Woodwork to receive Stain Finish

Previously treated and untreated surfaces to receive proprietary stain finish shall be prepared strictly in accordance with the approved manufacturer's instructions.

WORKMANSHIP

Malpractices

Stirring of Materials

The contents of all cans and containers of materials must be thoroughly stirred before and during use and shall be suitably strained as and when necessary.

Manufacturer's Instructions

All materials shall be used strictly in accordance with the instructions issued by the manufacturer concerned.

Brushwork

All coatings shall be applied by brush or roller. The use of sprays will only be permitted with the prior approval of the Contract Administrator.

Priming of Glazing Beads

The priming and staining of glazing beads, rebates and the backs of beads shall be carried out at the same time as the priming and staining of the window frames.

Condition of Priming

If, by the time that the work is to receive the first undercoat, the priming has in any way deteriorated or has been damaged, the affected portions, or the whole if necessary, shall be rubbed down and reprimed. When articles, such as the windows are primed at works the priming shall be touched up where required with the same priming paint or equivalent.

Coatings to be dry

All coatings shall be allowed to dry thoroughly for the time specified by the manufacturers before succeeding coats are applied.

Painting Windows/Doors

Windows/doors shall not to be painted in the closed position. The Contractor must arrange for tenants/leaseholders to be available to open windows or doors for preparation and painting works.

Rubbing down

All undercoats for paints and clear finishes shall be rubbed down or denibbed to a smooth surface with abrasive paper and all dust removed before the succeeding coat is applied.

Differing Colours of coats

Each succeeding coat of priming and undercoating paint and first top coat shall be sufficiently different in tint or colour as to be readily distinguishable.

Unsuitable Conditions

No coating shall be applied to surfaces affected by wet, damp, foggy or frosty weather or other unsuitable conditions, or to any damp surface, nor in temperatures below 5 deg. C.

Protection of Wet Surfaces

Adequate care must be taken to protect surfaces whilst still wet, by the use of screens and 'wet paint' signs where necessary, and the Contractor will be held responsible for any damage which may be caused by or through wet paint.

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.

Cleanliness

All brushes, tools and equipment shall be kept clean, and surfaces shall be clean and free from dust during the painting processes. Painting shall not be carried out in the vicinity of other operations which might cause dust. The Contractor shall provide a suitable movable receptacle into which are to be placed all liquids, slop washings, etc., which on no account are to be tipped down any of the gullies, manholes, sinks, basins, water closets or any other sanitary fittings. All solid refuse or inflammable residues must be removed from the site.

Removal of Ironmongery

All surface fixed ironmongery, fittings, etc, except hinges, shall be removed before painting and refixed on completion.

Protection of Furniture within Dwellings

The Contractor shall allow for the protection of all furniture and fittings, the provision of clean dust sheets and the removal of items such as curtains etc., prior to commencing the works, together with the rehangings or reinstatement of the same.

CLEANING SURFACES

Graffiti Removal

Clean existing graffiti covered surfaces thoroughly with AGS - Graffi-Green or AGS - Graffi-Clear graffiti remover/paint stripper as manufactured by Tensid UK plc or equal and approved and high pressure wash process to the approval of the Contract Administrator.

Removal from brickwork; apply AGS-Graffi-Clear 300 graffiti remover/paint stripper to graffiti affected area by brush apply or roller; leave 15-60 minutes; wash off with high pressure water.

Removal from ceramic tiles/render; apply AGS-Graffi-Green to graffiti affected area, rinse off with water, repeat as necessary.

Cleaning Surfaces

Wash general surfaces of building façade with hot water and detergent. Thoroughly rinse with clean water to remove all trace of detergent and allow to dry before proceeding with any decoration as required.

Jet wash general surfaces of building façade with hot water and diluted 'Stand Off Heavy Duty Detergent' or mild acid as manufactured by Tensid UK plc or other equal and approved, 1 part detergent: 6 parts water. Allow to remain on the surface for up to 30 minutes, mist spray areas to keep moist, scrub where required to remove soot, algae etc., and apply a thorough pressure hot water rinse to remove all traces of detergent/debris and allow to dry before proceeding with any decoration.

Jet wash heavily stained areas with hot water and detergent diluted 1 part detergent: 2 parts water as described. Allow to remain on the surface for up to 30 minutes; mist spray to keep moist; scrub surface to remove staining and apply a thorough pressure hot water rinse to remove all traces of detergent/debris and allow to dry before proceeding with any decoration.

**MEASURED TERM CONTRACT
FOR
HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE
CYCLICAL PLANNED MAINTENANCE TO COUNCIL OWNED
HOUSING PROPERTIES 2012-2015**

SECTION NO 8

KEY PERFORMANCE INDICATORS & INCENTIVISATION

REVISION 1 – 15TH MAY 2012

- 1.1 A key objective for the Council is sustained high performance by the Contractor throughout the term of the contract in all aspects of delivery. The Council has identified a number of key areas of performance which will be monitored as KPIs throughout the term, and which will be linked to increased payments to the Contractor by way of incentivisation.
- 1.2 The Contractor will be required to provide information on an open-book basis to demonstrate progress against the KPIs and evidence of performance in order to qualify for increased payment against each Order.

Key Performance Indicators and Process for Increased Payment

- 1.3 At each interim valuation, up to the final certificate, the Contractor shall be paid 90% of the nett amount due – the remaining 10% of the amount due shall be paid subject and proportionate to the Contractor's performance against the KPIs. For the avoidance of doubt, if the Contractor completes an Order without achieving any of the performance targets as laid out in the KPIs, the Contractor will only receive 90% of the total value of the Order in full and final payment. Conversely, if the Contractor consistently achieves or betters all of the performance targets throughout the course of an Order up to the end of the Defects Period, the Contractor will receive 100% of the total value of the Order in full and final payment.
- 1.4 The following areas of performance have been identified for measurement:-
- Residents' Satisfaction
 - Defects
 - Construction Time – Individual Properties
 - Construction Time – Overall Works Orders
 - Time to Agree Final Account.
 - Safety
 - Completion of Defects at the end of the Defects Period

- KPI 3 (Construction Time – Individual Properties) shall be measured by the Contract Administrator on a monthly basis, and any additional payment based upon performance will become due at the next interim valuation.
- KPIs 2 (Defects) and KPI 4 (Construction Time – Overall Works Orders) shall be measured by the Contract Administrator at Practical Completion (Completion on Site) and any additional payment based upon performance will become due at the next interim valuation.
- KPIs 1 (Residents’ Satisfaction) and 5 (Time to Agree the Final Account) shall be measured by the Contract Administrator at the end of the defects period, and any additional payment based upon performance will become due in the Final Certificate.
- Two additional KPIs – KPI 6 (Safety) and KPI 7 (Completion of Defects at the end of the Defects Period) shall be measured by the Contract Administrator on issue of the Making Good Defects Certificate based on information provided by the Contractor. These KPIs shall not be linked to any incentivised additional payments.

1.5 The amounts of incentivised additional payments which the Contractor may be entitled to depending upon performance against each KPI are as follows:-

	KPI	Additional Payment % up to	
1	Residents’ Satisfaction	4%	of the Total Order Value
2	Defects	2%	of the Total Order Value
3	Construction Time – Individual Properties	2%	of the Total Order Value
4	Construction Time – Overall Works Orders	1%	of the Total Order Value
5	Time to Agree Final Account.	1%	of the Total Order Value
6	Safety	0%	of the Total Order Value
7	Completion of Defects at the end of the Defects Period	0%	of the Total Order Value
	Total available additional payment	10%	of the Total Order Value

The Contractor will be required to provide all information necessary at the appropriate time to enable the Contract Administrator or his duly authorised representative to value any additional payments which are due based upon the Contractor's performance against the KPIs.

KPI Methods of Measurement and Performance Targets

KPI 1 Residents' Satisfaction –

On completion of an Order, or at such times prior to completion of an Order as might be appropriate (for example on completion of an individual street-based property or block) the Contractor shall issue to the relevant residents the Council's Satisfaction Survey Form. The Resident Satisfaction Form is contained as Appendix 1 of this document, and the Contractor is advised that this is the only Satisfaction Form which shall be issued for each Order during the term of the contract. The Contractor is not permitted to issue his own form.

The completed Forms shall be returned by the residents to the Contractor, whereupon, the Contractor shall analyse the completed Forms and provide information to the Contract Administrator as to the responses received. The Contractor shall provide an analysis for each Order giving the following information:-

- Number of forms issued
- Number of forms returned
- Response rate (Percentage of forms returned compared with forms issued)
- Number of responses for each possible answer for each question
- Percentage of responses for each possible answer for each question – expressed as a percentage of the number of Forms issued
- Percentage of responses for each possible answer for each question – expressed as a percentage of the number of Forms returned

The Target and Incentive for KPI 1 shall be solely based upon the responses to Question 10 on the Satisfaction Form – *“Overall, how satisfied were you with the contractor who carried out the work”*.

For each completed Order, the percentage payable of the 4% total available payable incentive payment shall be determined by the percentage of “Very Satisfied” or “Satisfied” responses received for Question 10, as follows:-

- 95% or more “Very Satisfied” or “Satisfied” – 100% of total 4% additional payment available (ie 4% of total Order value)
- 90% to less than 95% “Very Satisfied” or “Satisfied” – 75% of total 4% additional payment available (ie 3% of total Order value)
- 85% to less than 90% “Very Satisfied” or “Satisfied” – 50% of total 4% additional payment available (ie 2% of total Order value)
- 80% to less than 85% “Very Satisfied” or “Satisfied” – 25% of total 4% additional payment available (ie 1% of total Order value)
- Less than 80% “Very Satisfied” or “Satisfied” – Nil additional payment

Decimal points shall not be rounded. For the sake of clarity, by way of example, a percentage response of 89.9% is less than 90% and would therefore attract an incentive payment of 2%.

For the purposes of the additional payment calculation, "Very Satisfied" and "Satisfied" responses shall be treated equally, with no additional weighting given to "Very Satisfied".

The percentages for each response relate to the number of "Very Satisfied" and "Satisfied" responses compared to the number of Forms returned, not the number of Forms issued. However, in order for the additional payment to be applied, the percentage of Forms returned compared with Forms issued must be 40% or more. In other words, for any Order, if the Response Rate is less than 40%, none of the 4% incentivised additional payment for that order shall be payable, irrespective of the percentage of "Very Satisfied" and "Satisfied" responses received.

KPI 2 Defects

The Council is keen to ensure that the Contractor operates an effective inspection regime on completion of the works to each street-based property or block, such that the level of outstanding defects or snags when each property is offered to the Contract Administrator for handover is minimal, or ideally, zero.

This KPI will measure the number of snags or defects outstanding at each inspection at the point when the Contractor notifies the Contract Administrator that the property, block or section of works is, in the Contractor's opinion, defect-free and ready for a handover inspection. The schedule of defects / snags will be notified to the Contractor for rectification.

An incentivised payment will be payable to the Contractor based upon the average number of snags per dwelling in the Order, subject to a maximum number of allowable defects

At the completion of the scheme on site the sum total number of defects / snags notified at each inspection shall be divided by the number of dwellings included in the Order, to provide the Average Defects No per Dwelling.

Any incentivised additional payment shall be calculated as follows:-

- Average Defects No per Dwelling = 0 - 2 - 100% of total 2% additional payment available for the value of the works to that Property or Block (ie 2% of the total value of works to that Property or Block)
- Average Defects No per Dwelling = 3 - 4 - 50% of total 2% additional payment available for the value of the works to that Property or Block (ie 1% of the total value of works to that Property or Block)
- Average Defects No per Dwelling - In excess of 4 - No additional payment

Furthermore, no

The number of defects shall be determined by the Contract Administrator at the initial handover inspection, following notification by the Contractor that the works to the property / block / section are complete. For the purposes of the KPI, it is purely the number of defects which is relevant – the nature, size, value or impact of the defects are not to be considered.

Hence, all defects notified to the Contractor, no matter how minimal, will count towards the total number of defects to be used in the Average Defects No per Dwelling calculation. Hammersmith & Fulham recognises that this makes the targets challenging, but this is deliberate – it is Hammersmith & Fulham's requirement that the quality of works offered up by the Contractor once they have completed their quality inspections should be as free from defects as possible.

However, Hammersmith & Fulham also recognises that the initial properties offered up for handover by the Contractor may contain a greater number of defects than those undertaken later into the Order, as standards will be set at the initial properties. For this reason, the Contract Administrator may, at his discretion, take account of this and discount these initial inspections when calculating the final Average Defects No per Dwelling.

KPI 3 Construction Time – Individual Properties

The period of time to complete the works to each street-based property or block shall be measured and compared to the Programmed time to complete that street-based property or block, and additional incentive payments shall be payable if the actual construction period is equal to or less than the Programmed period.

Prior to commencement of each Order, the Contractor shall supply the Contract Administrator with a Programme indicating the start and completion dates for each individual street-based property or block. The overall periods for each property or block shall be subject to the agreement of the Contract Administrator. Once the construction periods have been agreed, these Programmed periods shall be monitored, and additional incentive payments shall be payable in the event that the necessary targets are achieved. In the event that instructions are issued by the Contract Administrator whereby time necessary to complete the works in each street-based property or block should be extended, a revised Programmed Period shall be agreed between the Contract Administrator and the Contractor. Additional incentive payments shall be payable in accordance with the following:-

- Actual period between date of commencement at a Property or Block and date of handover in excess of 2 weeks less than Programmed period - 100% of total 2% additional payment available for the value of the works to that Property or Block (ie 2% of the total value of works to that Property or Block)
- Actual period between date of commencement at a Property or Block and date of handover equal to or up to 2 weeks less than Programmed period - 50% of total 2% additional payment available for the value of the works to that Property or Block (ie 1% of the total value of works to that Property or Block)

- Actual period between date of commencement at a Property or Block and date of handover greater than Programmed period – Nil additional payment

The Contractor must ensure that accurate and timely information is provided to the Contract Administrator regarding the date of the actual commencement of the works to each Property or Block. Any dispute regarding lack of clarity or transparency with respect to the commencement date for a property may jeopardise any possible incentive payment due to the Contractor. It is therefore a requirement that the Contractor advises the Contract Administrator in writing that works have commenced on each property or block, within 7 calendar days of those works commencing. Should no such notification be issued by the Contractor for any property, no incentive payment will be payable for that property.

The date of handover shall be deemed to be the date of the Handover Certificate as issued by the Contract Administrator. The Contractor should note that, except in exceptional circumstances, the Contract Administrator will not issue the Handover Certificate for any property or block until all scaffolding has been struck and removed from site, and all necessary making good / reinstatement has been undertaken.

KPI 4 Construction Time – Overall Works Orders

For each completed Order, an additional incentivised payment of 1% of the total Order value shall be payable if the Contractor completes the Order either in advance of or on the Contract Completion date (or Revised Completion date in the event that an Extension of Time is granted). No additional payment will be due if a Works Order completes beyond the Contract Completion date. Therefore, for each completed Order, where the Date of Practical Completion Certificate is on the same day or earlier than the Contract Completion Date the full 1% additional incentivised payment shall be payable.

KPI 5 Time to Agree Final Account

For each completed Order, an additional incentivised payment of 1% of the total Order value shall be payable if the Final Account is agreed on a timely basis. The target for agreement of each Final Account is 8 weeks after the Date of Practical Completion, and the percentage payable of the 1% total available payable incentive payment shall be determined as follows:-

- Final account agreed and Final Account Agreement signed by Contractor within 42 calendar days after the Date of Practical Completion - 100% of total 1% additional payment available (ie 1% of total Order value)
- Final account agreed and Final Account Agreement signed by Contractor within 56 calendar days after the Date of Practical Completion - 50% of total 1% additional payment available (ie 0.5% of total Order value)
- Final account agreed and Final Account Agreement signed by Contractor more than 56 calendar days after the Date of Practical Completion – Nil additional payment

KPI 6 Safety

This KPI is to be measured / monitored for information purposes only, and is not linked to incentivised additional payment.

The Contractor shall provide to the Contract Administrator information relating to the number of reportable accidents and the number of people on site during a particular month (the Accident Incidence Ratio [AIR])

How it shall be scored:
$$\frac{\text{Number of reportable accidents per month} \times 100,000}{\text{Number of people on site during month}}$$

Reportable accidents comprise:

- Deaths
- Major injuries
- Over-3-day injuries – where an employee or self-employed person is away from work or unable to perform their normal work duties for more than 3 consecutive days
- Injuries to members of the public or people not at work where they are taken from the scene of an accident to hospital
- Some work-related diseases
- Dangerous occurrences – where something happens that does not result in an injury, but could have done

Scores:

10	0 to 199
9	200 to 399
8	400 to 599
7	600 to 799
6	800 to 999
5	1000 to 1499
4	1500 to 1999
3	2000 to 3999
2	4000 to 11999
1	12000 or greater

LBH&F Target Score: 10

KPI 7 Completion of Defects at the end of the Defects Period

This KPI is to be measured / monitored for information purposes only, and is not linked to incentivised additional payment.

The Contractor is to provide information on a weekly basis to the Contract Administrator with regard to the progress of the rectification of defects which have been notified to him at the end of the Defects Liability period. This shall be in the form of a written progress report detailing each snags, its status, the programmed / actual completion date and any other relevant information.

The Council's target for completion of all notified defects is 4 weeks from the date of notification.



IN THE MATTER OF

**THE LONDON BOROUGH OF HAMMERSMITH & FULHAM
MEASURED TERM CONTRACT 2012 - 2015**

FOR

**HOUSING REPAIR SERVICE COMPRISING BOROUGH WIDE
CYCLICAL PLANNED MAINTENANCE TO COUNCIL OWNED
HOUSING PROPERTIES 2012-2015**

STATUTORY DECLARATION

I [] being a Director of []
[] an economic operator (as defined in the Public Contracts Regulations 2006) whose registered address is situated at []
[] (“the Company”) has been invited by the London Borough of Hammersmith and Fulham (“the Council”) to tender for the contract for **Housing Repair Service Comprising Borough Wide Cyclical Planned Maintenance To Council Owned Housing Properties 2012-2015** do solemnly and sincerely declare as follows, that:

- 1) I am one of the original signatories to the form of tender (“the Tender”) dated []
[].
- 2) The Tender was made in good faith and was intended to be genuinely competitive, and I understand that as a result of that Tender the Council is minded to award the contract to the Company.

- 3) I understand that the Contract, if awarded to the Company, will be terminated, without compensation, if this Statutory Declaration is found not to be true and complete in any respect.
- 4) I am authorised by the Company to make this Statutory Declaration.
- 5) Each person whose signature appeared on the Tender was authorised by the Company to determine the terms of, and to sign, the Tender, on behalf of the Company.
- 6) For the purpose of this Statutory Declaration and the Tender, I understand that the word "competitor" shall include any individual or organisation, other than the Company, whether or not affiliated with the Company, who:
 - (a) was invited to tender in respect of this matter (set out above); or
 - (b) could have potentially submitted a tender in response to the invitation to tender, based on their qualifications, abilities or experience, and that the words.
- 7) The Company submitted its Tender independently from, any competitor.

For the avoidance of doubt "consultation, communication, agreement or arrangement" shall include any consultation, communication, agreement or arrangement whether or not legally binding, formal, informal, written or oral.
- 8) There was no consultation, communication, agreement or arrangement with any competitor regarding the following.
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the variation to a tender;
 - (d) the intention or decision to submit, or not to submit, a tender;

- (e) the submission of a tender which does not meet the specifications of the invitation to tender or
 - (f) the intention or decision to submit, or not to submit, a tender in relation to any future invitation to tender.
- 9) There was no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which invitation to tender relates, except as specifically authorised in writing by the Council.
- 10) The terms of the Tender were not knowingly disclosed by the Company or any of its agents, consultants or employees, directly or indirectly, to any competitor, prior to the date and time of the Tender opening, or of the award of the contract, whichever came first, unless otherwise required by law.
- 11) The Company has not paid, given, or offered to pay or give any money or other valuable consideration directly or indirectly to any competitor for doing or having done or causing or having caused to be done in relation to the Tender, any act or thing of the sort described in paragraphs 8, 9 or 10 above.
- 12) The Company has not been paid, been given or agreed to accept any money or other valuable consideration directly or indirectly by or from any competitor for doing or having done or causing or having caused to be done in relation to Tender, any act or thing of the sort described in paragraphs 8, 9 or 10 above;
- 13) I understand that if the Company has done, or caused to be done in relation to the Tender any act or thing of the sort described in paragraphs 8, 9 or 10 above, this could give rise to an infringement of Chapter I of the Competition Act 1998 and/or section 188 of the Enterprise Act 2002;

14) I have read Regulation 23 of the Public Contract Regulations (reproduced hereto as Appendix 1 to this Statutory Declaration) and solemnly affirm and state that the economic operator, its directors or any other person who has power of representation, decision or control of the economic operator

(a) has not been convicted of any of the offences set out in Regulation 23 (1);

(b) is not ineligible subject to the grounds set out in Regulation 23 (4) of the Regulations and

15) I have read and I understood the contents of this Statutory Declaration, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

I make this solemn declaration conscientiously believing it to be true by virtue of the provisions of the Statutory Declarations Act 1835

Declared at (FULL ADDRESS): _____

On (DATE): _____

Before Me, a person entitled to administer oaths

Signed

Commissioner for oaths

Signed: _____ Date: _____

(Signature of the Director)

APPENDIX 1

EXTRACT FROM PUBLIC CONTRACT REGULATIONS 2006 – REGULATION 23

23. - (1) Subject to paragraph (2), a contracting authority shall treat as ineligible and shall not select an economic operator in accordance with these Regulations if the contracting authority has actual knowledge that the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the following offences—

(a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;

(b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

(c) the offence of bribery;

(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of -

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985;

(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or

(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;

(e) money laundering within the meaning of the Money Laundering Regulations 2003; or

(f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

(2) In any case where an economic operator or its directors or any other person who has powers of representation, decision or control has been convicted of an offence described in paragraph (1), a contracting authority may disregard the prohibition described there if it is satisfied that there are overriding requirements in the general interest which justify doing so in relation to that economic operator.

(3) A contracting authority may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed in paragraph (1) if it considers it needs such information to decide on any exclusion referred to in that paragraph.

(4) A contracting authority may treat an economic operator as ineligible or decide not to select an economic operator in accordance with these

Regulations on one or more of the following grounds, namely that the economic operator—

(a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

(b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;

(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;

(d) has been convicted of a criminal offence relating to the conduct of his business or profession;

(e) has committed an act of grave misconduct in the course of his business or profession;

(f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

(g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

(h) is guilty of serious misrepresentation in providing any information required of him under this regulation;

(i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member; or

(j) subject to paragraphs (7), (8) and (9), is not registered on the professional or trade register of the relevant State specified in Schedule 6 in which he is established under conditions laid down by that State.

(5) The contracting authority may require an economic operator to provide such information as it considers it needs to make the evaluation in accordance with paragraphs (1) and (4) except that it shall accept as conclusive evidence that an economic operator does not fall within the grounds specified in paragraphs (1) and (4)(a), (b), (c), (d), (f) or (g) if that economic operator provides to the contracting authority—

(a) in relation to the grounds specified in paragraphs (1) and (4)(a), (b), (c) or (d)—

(i) an extract from the judicial record; or

(ii) in a relevant State which does not maintain such a judicial record, a document issued by the relevant judicial or administrative authority;

(b) in relation to the grounds specified in paragraphs (4)(f) or (g), a certificate issued by the relevant competent authority; and

(c) in a relevant State where the documentary evidence specified in paragraphs (5)(a) and (b) is not issued in relation to one of the grounds specified in paragraphs (1),(4)(a), (b), (c), (d), (f) or (g), a declaration on oath made by the economic operator before the relevant judicial, administrative or competent authority or a relevant notary public or Commissioner for oaths.

(6) In this regulation, "relevant" in relation to a judicial, administrative or competent authority, notary public or Commissioner for oaths means an authority designated by, or a notary public or Commissioner for oaths in the relevant State in which the economic operator is established.

(7) An economic operator established in the United Kingdom or Ireland shall be treated as registered on the professional or trade register for the purposes of paragraph (4)(j) if the economic operator —

(a) is established in Ireland and is certified as registered with the Registrar of Friendly Societies; or

(b) is established in either State and is either —

(i) certified as incorporated by their respective Registrar of Companies; or

(ii) is certified as having declared on oath that it is carrying on business in the trade in question in the State in which it is established at a specific place of business and under a specific trading name.

(8) In relation to procedures for the award of a public services contract, an economic operator established in Greece shall be treated as registered on the professional or trade register for the purposes of paragraph (4)(j)—

(a) when the services to be provided under the contract are specified in category 8 of Schedule 3 and when Greek legislation requires persons who provide those services to be registered on the professional register (Μητρώο Μελετητών and Μητρώο Γραφείων Μελετών), if it is registered on that register; and

(b) in any other case, in accordance with paragraph (9).

(9) An economic operator established in a relevant State, other than the United Kingdom or Ireland, which either has an equivalent professional or trade register which is not listed in Schedule 6 or which does not have an equivalent professional or trade register shall be treated as registered on a professional or trade register for the purposes of paragraph (4)(j) on production of either a certificate that he is registered on the equivalent professional or trade register or where no such register exists, a declaration on oath, or in a relevant State which does not provide for a declaration on oath a solemn declaration, made by the economic operator before the relevant judicial, administrative or competent authority or a relevant notary public or Commissioner for oaths, that he exercises the particular profession or trade.