

TERM SERVICE CONTRACT

FOR

REACTIVE REPAIRS TO OCCUPIED COUNCIL HOUSING

(LOTTED CONTRACT)

PROJECT NO. CM179a

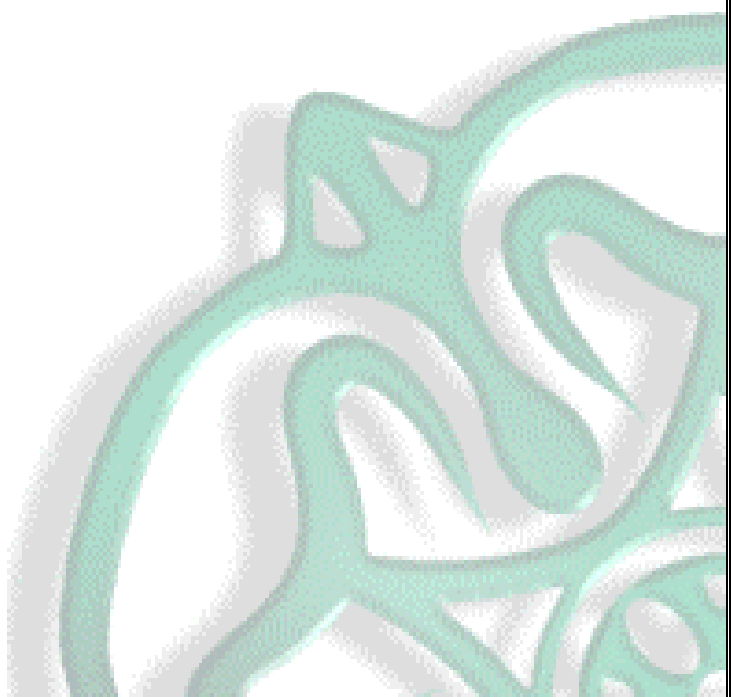
VOLUME 2

CONDITIONS OF CONTRACT



EAST RIDING
OF YORKSHIRE COUNCIL

Housing Maintenance
Beverley Depot
Annie Reed Road
Beverley
HU17 0LF



**TERM SERVICE CONTRACT FOR REACTIVE REPAIRS TO OCCUPIED COUNCIL HOUSING
(LOTTED CONTRACT)**

VOLUME 2

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VOLUME 2 PART 1**1 CONTRACT DATA PART ONE****Part one – Data provided by the *Client***

1. General	
	The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option, the Option for dispute resolution and secondary Options of the NEC4 Term Service Contract June 2017 with amendments January 2023.
	Main Option:
	Option A
	Option for resolving and avoiding disputes:
	Option W2
	Secondary Options:
	X1, X2, X4, X11, X13, X17, X21, X23, Y(UK)2, Y(UK)3 and Z
	The <i>service</i> is;
	Reactive Repairs to Occupied Council Housing
	The <i>Client</i> is
	Name;
	East Riding of Yorkshire Council
	Address for communications;
	County Hall, Beverley, HU17 9BA
	Address for electronic communications;
	The <i>Service Manager</i> is
	Name;
	Geoffrey Mann
	Address for communications;
	Beverley Depot, Annie Reed Rd, Beverley, HU17 0LF
	Address for electronic communications;
	geoffrey.mann@eastriding.gov.uk
	The Affected Property is;
	as described in Volume 2 Part 3
	The Scope is in;
	Volume 2 Part 2 Scope Volume 2 Part 4 Health and Safety Volume 2 Part 5 Key Performance Indicators Volume 2 Part 6 Appendix 1 Low Service Damages Volume 2 Part 6 Appendix 2 Area Map Volume 2 Part 6 Appendix 3 Property Schedule Volume 2 Part 6 Appendix 4 ERYC Lettable Standard (Draft Version)
	The <i>Shared services</i> which may be carried out outside the service areas are;
	None
	The <i>language of this contract</i> is;
	English

	• The <i>law of the contract</i> is the law of;	• England and Wales subject to the jurisdiction of the Courts of England
	• The <i>period for reply</i> is;	• 2 (two) weeks.
	• The following matters will be included in the Early Warning Register	• None
	• Early warning meetings are to be held at intervals of not longer than;	• 16 (sixteen) weeks
3. Time		
	• The <i>starting date</i> is;	• to be advised within 28 days of contract date
	• The <i>service period</i> is;	• 3 (three) years from the starting date with an option at the discretion of the Client to extend for up to a further 3 (three) years on an annual basis
	• The <i>Contractor</i> submits revised plans at intervals no longer than;	• Not required
	• The period within which the <i>Contractor</i> is to submit a Task Order programme for acceptance is;	• within 7 days of receiving the Task Order
	• The period after the Contract Date within which the <i>Contractor</i> is to submit a first plan for acceptance is;	• Not required
4. Quality management		
	• The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is;	• Not required
5. Payment		
	• The <i>currency of the contract</i> is the;	• pound sterling (£)
	• The <i>assessment interval</i> is;	• a calendar month
	• The <i>interest rate</i> is;	• 2% per annum above the average base rate in force from time to time at the following banks: Barclays; HSBC; Lloyds TSB and the Royal Bank of Scotland
6. Compensation events		
	• The value engineering percentage is 50%, unless another percentage is stated here, in which case it is;	• 50%
8. Liabilities and Insurance		
	• The minimum amount of cover for insurance against loss of or damage to property (except the <i>Client's</i> property, Plant and Materials and Equipment) and	• £10,000,000

	liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> providing the Service for any one event is;	
	• The minimum amount of cover for insurance against death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is;	• £10,000,000
	• The minimum amount of cover for insurance against loss of or damage caused by the <i>Contractor</i> to the <i>Client's</i> property is	• £10,000,000
Resolving and avoiding Disputes		
	• The <i>tribunal</i> is;	• litigation
	• The <i>Adjudicator</i> is;	• as appointed by the <i>Adjudicator nominating body</i>
	• The <i>Adjudicator nominating body</i> is;	• the President of The Institution of Engineering and Technology
X1. Price adjustment for inflation		
	The proportions used to calculate the Price Adjustment Factor are	Linked to the index for Price Adjustment Formulae Indices (Building) Series 2
	Objective 1 • 1.0	• App/4 Glazing Labour
	Objective 2 • 1.0	• App/3 Plumbing Labour
	Objectives 3 & 4 • 1.0	• App/1 Building Labour (Skilled)
	Objective 8 • 1.0	• App/5 Scaffolding
	Objectives 5,6 &7 • 1.0	• App/2 Building Labour (Unskilled)
	Objective 9 • 1.0	• App/1 Building Labour (Skilled)
	• The <i>base date</i> for indices is;	• The latest indices available stated as at 01 July 2025
	• The <i>inflation adjustment dates</i> are;	• At annual intervals, based on the latest indices available, throughout the duration of the contract
	• These indices are;	• BCIS indices prepared by Building Cost Information Service (BCIS)
X13. Performance Bond		
	• The amount of the performance bond is;	• 50% of the estimated annual contract value Where required, as described in Clause 2.1.3
X17. Low Service Damages		
	• The <i>service level table</i> is;	• Appendix 1
X23. Extending the Service Period		

	The <i>maximum</i> service period is;		6 years after the starting date
	The <i>periods for extension</i> are		
	Order	<i>Period for extension (months)</i>	<i>Notice date</i>
	First	12 months	3 years from the contract start date
	Second	12 months	4 years from the contract start date
	Third	12 months	5 years from the contract start date
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996		
	If Option Y(UK)2 is used and the final date for payment is not 7 days after the date on which the payment is due-		
	The period for payment is;		21 days after the date on which the payment becomes due
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999		
	If Option Y(UK)3 is used;		
	Term None		Beneficiary None
Z.	Additional Conditions of Contract		
	The <i>additional conditions of contract</i> are;		See Z1 to Z22 below

Option Z Additional Clauses

Z1 Definitions	Z1.1	References to Client, Council, ERYC, Local Authority or Overseeing Organisation mean the East Riding of Yorkshire Council.
	Z1.2	The term 'Principal Contractor' shall mean the person or organisation whose tender has been accepted in writing by the Council.
	Z1.3	References to "Company" or "Supplier" refers to a sole proprietor, partnership or incorporated company or firm, as appropriate (a specific legal entity).
	Z1.4	References to a "Work Order", "Work Ticket", "Task" or "Job Ticket" mean the document issued by the Client instructing or confirming work which for the purposes of the NEC4 Contract may be regarded as a Task Order in accordance with clause 19.
Z2 Inducement or Reward	Z2.1	The Client shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if 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 forborne to do any action in relation to the obtaining or execution of the Contract, or any other Contract with the Client or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Client the Contractors or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1880-1916 or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972.
Z3 Contractors Person in Charge	Z3.1	The Contractor shall appoint a suitably qualified person to whom directions and/or instructions may be given by the Service Manager. This person will be known as the "Suppliers Contract Manager" and will be the named representative for all matters relating to management of the contract. The Council will address issues relating to management to this person and this person will be named and identified as a "key person" in Contract Data Part Two in Volume 3. The Supplier shall only replace their Contract Manager with a person accepted by the Council. A reason for not accepting a proposed replacement is that the replacement is not as well qualified or experienced as the person originally appointed. The Suppliers Contract Manager is required to ensure that all conditions as outlined in the document are complied with.
Z4 Defects Liability	Z4.1	Any identified defects or other faults which appear within twelve months of the completion of a Works Order or Task shall be made good by the Contractor. The period shall apply beyond that of the Service Period for any Works Order or Tasks completed within the final 12 months of the contract. This is in addition to the requirements of NEC4 clause 43 and 44.
Z5 Construction Design and Management (CDM)	Z5.1	The Contractor shall accept responsibility as Principal Contractor to prepare, develop and implement a written plan which sets out how health and safety will be managed during the construction phase from the information provided with these documents and for the incorporation and co-ordination of the activities of all Subcontractors,

**Regulations
2015 Health
and Safety**

to ensure their compliance with health and safety law. Make full allowance for the costs associated with the development and compliance with CDM 2015. A detailed Construction phase Health and Safety Plan for the provision of the service must be submitted to the Service Manager at the earliest opportunity and not less than 4 weeks before the proposed date for the start of the service.

Z5.2 The provision of the service will not start until the Client has confirmed in writing that in his view the Construction Phase Health and Safety Plan has been sufficiently developed and includes the procedures and arrangements required by the CDM 2015 regulations.

Z5.3 Where the services ordered under the contract become notifiable construction work within the terms of CDM 2015 regulations the Client will be responsible for notifying the Health and Safety Executive via the online form F10 (Rev).

**Z6 Local
Government
Ombudsman**

Z6.1 In the event of any complaint to the Local Government Ombudsman, ("The Ombudsman") by any person, touching upon the matter, whether directly or indirectly, relating to the Contract and its operation, the Contractor shall co-operate fully with the Ombudsman in any investigation he chooses to undertake, including making available to the Ombudsman all the information held by the Contractor relating to this Contract and the matter under investigation.

**Z7 Data
Protection Act
2018 (DPA)
and the UK
General Data
Protection
Regulation
(UK GDPR)**

Z7.1 Where the Contractor receives any personal data from the Council, or during the undertaking of works and/or services specified in this Contract, it shall ensure that it fully complies with the provisions of the Act/Regulation and only deals with the data to fulfil its obligations under this contract.

Z7.2 The Contractor shall indemnify the Council for any breach of the Act/Regulation or these obligations which renders the latter liable for any costs, claims or expenses.

Z7.3 In fulfilment of its obligations under the Act/Regulation the Contractor shall have such systems in place to ensure:

- a) Full compliance with the Act/Regulation
- b) In particular, compliance with the Seventh Data Protection Principal of the Data Protection Act (sixth principle in GDPR) which deals with the security of personal data
- c) The reliability of all its employees who may be involved in the processing of personal data

Z7.4 The Contractor shall allow the Council reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act/Regulation as a whole.

Z7.5 Definitions:
Data Protection Legislation: (i) the GDPR, the Law Enforcement Directive and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.
Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the UK General Data Protection Regulation (*UK GDPR*)

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

Z7.6 Data Protection:

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller, and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Scope by the Council and may not be determined by the Contractor.

1.2 The Contractor shall notify the Council immediately if it considers that any of the Councils instructions infringe the Data Protection Legislation.

1.3 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with the Scope, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Council may reasonably reject (but failure to reject shall not amount to approval by the Council of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that :

(i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Scope requirements);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

(i) the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

(e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Council immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Council in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

- (a) the Council with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Council following any Data Loss Event;
- (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Council determines that the processing is not occasional;
- (b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Contractor shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

- (a) notify the Council in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Council;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Z8 Confidentiality

- Z8.1 All information, statistics, drawings, Council's requirements, documents and other data or information which the Council may have imparted and may from time to time impart to the Contractor or which the Contractor obtains in the performance of the services under this contract relating to the business of the Council the equipment being serviced or otherwise is propriety and confidential and the Supplier hereby agrees and warrants that it shall use such confidential information solely for the purposes of this Contract and that it shall not at any time during or any time after the expiration of the term of this Contract disclose the same whether directly or indirectly to any third party without the Council's prior written approval nor shall it use that information for its own purposes otherwise than in connection with this Contract.
- Z8.2 The Contractor agrees and warrants that it will return to the Council any and all such confidential information upon request and otherwise upon determination of this contract however terminated.
- Z8.3 Nothing in this clause shall apply to any information that is in the public domain (otherwise than as a result of a breach of this clause) or which is trivial or obvious or which was rightfully in the possession of such party prior to the commencement of the tendering exercise that lead to this Contract or which is required to be disclosed under any Court Order or which needs to be disclosed to a third party in order to undertake the Services specified in this Contract and in that case that third party shall be required to sign a confidentiality agreement on substantially the same as the terms of this clause.

Z9 Council Data

- Z9.1 The Contractor is required to take or collect data under its Contract on behalf of the Council. Such data in whatever form shall belong to the Council and the Contractor acknowledges that such data is and shall remain the property of the Council, which shall retain all intellectual and other property rights in such data.

	Z9.2	The Contractor shall ensure that such data whilst in its possession or that of any of its Subcontractors, agents or suppliers shall maintain its integrity and prevent any corruption or loss of the same and shall ensure that it is adequately populated or copied onto such media as is required by the Council.
	Z9.3	The Contractor shall acknowledge safe receipt of all data passed to it by the Council and undertakes for the safe custody of all data (whether passed to it or collected by the Contractor) and its return in the same condition (when requested by the Service Manager) as it was when first forwarded to or collected by the Contractor and shall be liable for any loss or deterioration thereof (save for normal wear and tear).
	Z9.4	The obligations set out in this clause shall remain binding upon the Contractor regardless of the existence of any copies of such data held or retained by the Council.
Z10 Freedom of Information Act	Z10.1	The Client undertakes to use its reasonable endeavours to hold confidential any information provided in the Contract Tender: subject to the Client's obligations under the Freedom of Information Act 2000.
	Z10.2	Before releasing any information relating to the Contractor the Client will consult the Contractor and have regard to its comments.
	Z10.3	If requests to the Client for information under the Freedom of Information Act relate to information held by the Contractor on behalf of the Client, then the Contractor must provide any relevant information to the Client within 10 working days of notification by the Client.
Z11 Council Property	Z11.1	The Contractor nor any of its Subcontractors agents or other suppliers shall have any lien over the Councils property for any sum or sums due from the Council.
Z12 Minimum Standards	Z12.1	The Minimum Standards for the following are set out in Volume 3 Part 1 Tender Submission; Economic and Financial Insurance Health and Safety Equal Opportunities Environmental Policy Non-Collusion Non-Canvassing
	Z12.2	The Contractor is required to maintain these Minimum Standards throughout the period of the contract; including membership of required certifying bodies (e.g. CHAS relating to Health and Safety). Failure to maintain one or more of the required standards may result in the suspension or termination of the agreement with the Contractor.
	Z12.3	The Contractor shall also incorporate, in a timely manner, any and all changes required under legislation or by governing bodies, trade organisations and the Client or other relevant authorities.
	Z12.4	The Client shall have the right to audit the Contractor's records for the purpose of confirming or otherwise the Contractor's compliance

		with the Minimum Standards and other requirements of the Agreement.
Z13 Recovery of Sums due to the Council	Z13.1	Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council the same may be deducted from any sum due or which may at any time be due to the Contractor under this or any other contract with the Council.
Z14 Prevention of Corruption/ Counter Fraud Policy	Z14.1	The Council may terminate the Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things: • Offer, give or agree to give to anyone any inducement or reward in respect of the Contract or a call off by an Authority or any Council contract (even if the Contractor does not know what has been done), or • Commit an act which could constitute an offence under Section 117(2) of the Local Government Act 1972, Fraud Act 2006 and/ or the Bribery Act 2010, or • Commit any fraud in connection with the Contract or call off by an Authority or any Council contract whether alone or in conjunction with an Authority's members, suppliers or employees. Any clause limiting the Contractor's liability shall not apply to this clause.
	Z14.2	The Council is committed to the highest possible standards of openness, probity and accountability and will take all steps possible to prevent and eliminate fraud and corruption whether it is attempted on the Council or from within it.
	Z14.3	In line with that commitment any Contractor or any of its employees, servants, sub-contractors, suppliers or agents or anyone acting on its behalf with any concerns about any aspect of the Council's work is required to come forward and voice those concerns.
	Z14.4	The Council has in place a whistle blowing policy, enabling anyone with concerns to report confidentially something that – • Is unlawful; or • Is against the Council's Constitution or policies; or • Falls below established standards or practice; or • Amounts to improper conduct. Examples of malpractice in this context may include concerns about possible corruption, financial irregularities, bias within the tender process, bribery or health and safety breaches. This whistle blowing policy can be found on the Council's website.
	Z14.5	There is an expectation and requirement that all individuals and organisations associated in whatever way with the Council will act with integrity, and that Council staff at all levels will lead by example in these areas.
	Z14.6	Contractors dealing with the Council can expect to be dealt with in an open, fair and transparent manner, in accordance with the Council's contract procedure rules which can be found in the Council's Constitution available on the website.

Z15 Council's Rights and Remedies

- Z15.1 Where a Contractor or its employees, servants, sub-contractors, material suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by clause Z14.1 above in relation to this or any other contract with the Council (even if the Contractor does not know this has been done), the Council may:
- a) terminate this or any other contract with the Council and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination; or
 - b) recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause, whether or not the contract has been terminated.
- Z15.2 Any clause limiting the Contractor's liability shall not apply to the above clause Z14.1.
- Z15.3 The Council may cancel the Contract and recover any loss if the Contractor, its employees, agents and Sub-Contractors offer any inducement or reward relating to the Contract (even if the Contractor does not know what has been done) or commit an act which could constitute an offence under Section 117(2) of the Local Government Act 1972, Fraud Act 2006 and/ or the Bribery Act 2010.
- Z15.4 The Council can terminate for the following reasons:
- The Contractor substantially fails to comply with its obligations under the Agreement and if the failure can be rectified fails, within 28 days of receiving written notification from the Council, to rectify the failure.
 - The Contractor is unable to fulfil its obligations under the Agreement due to bankruptcy or liquidation.
 - The Contractor assigns the Agreement, in whole or in part, without the written consent of the Council.
 - The Contractor breaches the conditions of the Confidentiality, Council Data and Data Protection clauses above.
 - The Contractor is prosecuted in connection with any OFT investigation or similar.
 - The Contractor fails to pay the Council any invoice within 30 days.
 - The Contractor accepts a commission from any Authority proposing to call off from the Contract without the prior approval of the Council's Contract Manager.
- Z15.5 Termination shall occur immediately on receipt of a written notice to terminate.
- Z15.6 If the Council terminates the Contract for one of the reasons stated in Z15.4 the Contractor is liable for the Council's additional costs due to the termination of the Contract, including those associated with the provision of Works under the Contract by a different Contractor.
- Z15.7 Termination of the Contract does not relieve the Contractor of any of its obligations for contracts awarded under the Agreement.

Z16 Non Collusive Tendering	Z16.1 The Contractor will comply with the Certificate of Non Collusion and the Certificate of Non Canvassing included in the Minimum Standards section Volume 3 when submitting quotations under this Agreement.
Z17 Transparency	Z17.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this contract, and any schedules to this contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the contract or its schedules is exempt from disclosure in accordance with the provisions of the Act. Z17.2 Notwithstanding any other term of this contract, the Contractor hereby gives its consent for the Council to publish the contract in its entirety, including from time to time agreed changes to the contract, to the general public in whatever form the Council decides.
Z18 Conclusion of Contract	Z18.1 At the point of conclusion of the contract, the appointed Contractor will work with the Council and any new service provider/contractor on the transfer of the provisions of the agreement as may be reasonably required at no additional cost to the Council. The Contractor shall co-operate fully with the Council during the handover arising from the completion/conclusion or earlier termination of the contract. This co-operation, during the setting up operations period of the new Service Provider, shall extend to consultation with the Employees allowing full access to, and providing copies of all documents, reports, summaries and other information necessary or reasonably required in order to achieve an effective transition without disruption to the routine operational requirements. Z18.2 Where, in the opinion of the Contractor/Council, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the 'TUPE Regulations') or such update or amendment are likely to apply on the termination or expiration/conclusion of the contract, the information to be provided by the Contractor under Clause Z18.1 shall include, as applicable, accurate information relating to the employees or personnel under the control of the Contractor who would or could be transferred under the Regulations (the 'Employees') and such other relevant information as may be reasonably required for disclosure to third parties intending to submit tenders for any subsequent contract for the provision of the Services ('the Workforce Information'). This information may be requested at any time in the concluding year of the agreement. Z18.3 The Contractor shall advise the Council immediately of any changes to the Workforce Information between the date on which it is provided and the contract expiry date and shall ensure that the information disclosed is accurate and up to date as at the expiry date and that all known existing liabilities relating to the Employees have been discharged. Z18.4 The Contractor shall indemnify the Council against any claim made against the Council at any time by any person in respect of the

liability incurred by the Council arising from any deficiency or inaccuracy in information, which the Contractor is required to provide under this clause.

Z18.5 The Contractor shall, if required by the Council, provide an undertaking and warranty to any person to whom the Contractors Personnel may transfer pursuant to the TUPE Regulations to the effect the Contractor has discharged all its obligations as employer in relation to the Employees.

**Z19
Termination
(Blacklisting)**

Z19.1 The Council can terminate the Contractor's obligation to provide the Works under this contract if the Contractor is prosecuted for Blacklisting as defined within the Employment Rights Act 2010 during the course of this contract, whether directly on this contract or elsewhere. Termination shall occur immediately on receipt of a Termination Certificate issued by the Service Manager. The Contractor is liable for the Council's additional costs due to the termination of the contract, including those associated with the completion of Works by a different Contractor. This is in addition to clause 9 of the NEC4 Term Service Contract.

**Z20
Termination
(Modern
Slavery Act)**

Z20.1 The Council can terminate the Contractor's obligation to provide the Works under this contract if the Contractor is prosecuted for slavery, servitude and forced or compulsory labour or human trafficking as defined within the Modern Slavery Act 2015 during the course of this contract, whether directly on this contract or elsewhere. Termination shall occur immediately on receipt of a Termination Certificate issued by the Project Manager. The Contractor is liable for the Council's additional costs due to the termination of the contract, including those associated with the completion of Works by a different Contractor. No payments are due to the Contractor upon termination on these grounds. This is in addition to clause 9 of the NEC4 Term Service Contract.

**Z21 Fair
Payment**

Z21.1 Any subcontract awarded by the contractor must include requirements similar to those contained in the contract concluded with the Client, and in any event payment must not exceed 30 days from the date on which any valid and undisputed application for payment or invoice is received.

Z21.2 In addition to the requirements of Clause 24 the Client may also request and the Contractor shall provide such records as may be required by the Client to verify the payment periods for any works that are sub contracted under this contract.

Z22 IR35

Z22.1 The Contractor takes into account the effects of IR35 that came into effect from 6 April 2021 (or as subsequently amended). The Contractor will be deemed to have included the effects of IR35 together with any associated expenses and costs within their prices.

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2 **SCOPE**

To form a Term Service Contract to carry out various Reactive Repairs to occupied properties within the Council Housing stock located within the geographical boundaries of the East Riding of Yorkshire in line with the ERYC Lettable Standard (Appendix 4).

The successful supplier will be required to provide a qualified and experienced team to carry out all works under Objectives 1-9, with the provision of a 24/7 Call -Out Service for Objectives 1, 2 & 3. The term of the contract is for a period of three years with an option of extending to four, five and six years on an annual basis.

2.1.1 Nature and Extent of Work

These works could include the following:

- **OBJECTIVE 1 – JOINERY/GLAZING**
- **OBJECTIVE 2 – PLUMBING**
- **OBJECTIVE 3 – BUILDING/BRICKLAYING**
- **OBJECTIVE 4 – ROOFING REPAIRS**
- **OBJECTIVE 5 – PAINTING AND DECORATING**
- **OBJECTIVE 6 – PLASTERING AND WET TRADES**
- **OBJECTIVE 7 – GENERAL LABOURING**
- **OBJECTIVE 8 – SCAFFOLDING**
- **OBJECTIVE 9 – MISCELLANEOUS RATES**

2.1.2 Location of Work

All work will generally be confined to the territory within or adjoining the East Riding of Yorkshire area or adjoining the Humber Estuary. **Reactive Repairs will be instructed on a reactive demand basis and are not carried out in large quantities in specific towns/streets or on a Planned Programme basis. The Contractor will be required to arrange the works in the most efficient order to benefit from reduced travelling time etc.** At any given time, the Contractor could be working in numerous villages/towns throughout the East Riding that could involve the full range of works included in the contract.

2.1.3 Bonds and Guarantees

Where the financial assessment of the appointed Contractor deems that a guarantee bond or parent company guarantee is required, this will be indicated at the point of award and will be in accordance with the details provided in Volume 3 Part 1 Table B Questions 11.5 and 11.6.

Only one guarantee will be required. Should both a guarantee bond and parent company guarantee be listed within Table B, the Contractor will be required to state their preferred option at the point of award.

The details of such a guarantee will be agreed with the Contractor within 4 weeks of the contract start date.

2.1.4 Required Team

A team of operatives are to be solely dedicated to providing all works required under each objective of this contract, within the required timescales. This team must include:

- Contract Manager (2.1.5)
- Admin/Office (2.1.6)
- Joiners/Glazers
- Plumbers
- Builders/Bricklayers
- Roofers
- Painter and Decorators
- Plasterers
- General Labourers
- Scaffolders

All operatives, including cover are to meet the qualifications and experience requirements listed under each objective.

Please Note: These objectives may be fulfilled by subcontractors; however, any intended subcontractors must be clearly identified in Volume 3 – Tender Submission, Quality Question 6.

2.1.5 Contract Manager

The role and responsibilities of the Contract Manager, this is not an exhaustive list but must include the following:

- Must have a minimum of 2yrs experience in managing repair/maintenance contracts for housing properties
- Must have relevant trade experience prior to undertaking a managerial role (min 2 yrs)
- Must have relevant qualifications/training
- To be solely dedicated to managing this contract
- To manage all operatives including dedicated admin
- To attend sites as required to assess necessary works
- To ensure adequate resources are available to fulfil the contract, including arranging sickness and holiday cover for operatives, dedicated admin and Contract Manager
- Must be contactable during normal working hours
- Programme all Reactive Repairs to adhere to required timescales
- Attend all meetings with the Client, including those at short notice and site inspections where required.
- Liaise with HMU Depot Managers and Housing Maintenance Officers
- Liaise with Tenants/Book Appointments
- Provide Weekly Reports (see clause 2.1.42)
- Provide Quarterly Reports (see clause 2.1.43)
- Carry out Quality Control Checks/Contractor Self Audits (see clause 2.1.44)
- To notify the relevant Housing Maintenance Officer of any potential damp and mould issues discovered
- Manage site Health and Safety and provide relevant RAMS/Method Statements/Risk Assessments
- Provide statement/evidence were required for Customer Complaints/Insurance Claims

The role and responsibilities of the Contract Manager specific to Legal Disrepairs (see clause 2.1.39), this is not an exhaustive list but must include the following:

- Required to undertake joint site visits with the client prior to works commencing, except emergency/urgent works which require immediate attention prior to site visit (this will be instructed by ERYC)
- To adhere to all timescales given
- To fill out the provided 'Completion Document' and run through the completed works with the tenant, who is then required to sign before final hand off.
- To provide current status of all legal disrepairs works within Weekly Reports (see clause 2.1.42)

Please Note: The Contract Manager must not also be carrying out works as an operative for this contract or carrying out the duties of the dedicated admin. **No additional payments will be made for this role and all prices submitted should include for the provision of this role.**

2.1.6 Admin/Office

The workload of administration tasks for this contract has been deemed to be too high to be carried out by the contract manager and requires at least one dedicated staff member. This is not an exhaustive list but must include the following:

- Must have a minimum of 2yrs experience in a relevant area.
- To ensure all admin tasks are fully completed and all required information is provided to the Service Manager on time
- Arrange appointments with tenants within the required timescales (using tenants preferred method of contact where possible) (see clause 2.1.8)
- Keep an up-to-date log of all works orders (Template to be provided in the Pre-Start Pack)
- Fulfil the communication requirements (see clause 2.1.7)
- File all applications for payment with required supporting documentation (see clause 2.11.1)
- Provide monthly outstanding invoice statements (see clause 2.11.1)
- Keep files of all Health and Safety issues (see section 4)

Please Note: The dedicated admin must not also be carrying out works as an operative for this contract or carrying out the duties of the Contract Manager. **No additional payments will be made for this role and all prices submitted should include for the provision of this role.**

2.1.7 Communication with ERYC

The Contractor must ensure that they have the ability to communicate with the Council in English. If the Contractor experiences communication problems with tenants, the Contractor should contact the Service Manager for assistance. The supplier shall:

- Respond to letters within five working days from receipt
- Correspond in easily legible language
- Provide and have in place a complaints procedure, which requires a response within three working days

- Answer all telephone calls within thirty seconds
- Ensure that all correspondence, in whatever medium, is carried out in a polite and courteous manner
- Ensure the Service Manager is kept informed of any delays which may prevent the appointment being kept
- Respond to emails within 24hrs
- Provide contact names, phone numbers and email addresses for all staff working on the contract
- Inform the Service Manager or HMU representative immediately if unforeseen works are discovered. No works, other than those listed on the work order should be completed without prior approval. Any works carried out without prior approval will not be paid by the client.

2.1.8 Appointment System

An appointment shall be made for each job. The Contractor should contact the tenant to arrange attendance using their preferred method of contact if stated on the work order. This could be via telephone call, Voice Mail, Text Message, Email or Letter. If no appointment is made after three attempts, then an appointment shall be generated, and a letter must then be sent to the tenant.

On the appointed day stated on the letter an operative is to attend to carry out the works. Tenants must be kept informed of any delays which may prevent the appointment being kept. On attending a property, 15 minutes will be allowed for the tenant to answer the door. Identification cards will be shown at all times.

If the tenant does not answer at the appointment time, the operative must wait 15 minutes and attempt to telephone the tenant before trying the property again. If no response is received, then an "out card" must be posted. (see clause 2.1.15)

Cold calling is not permitted, if the works are an 'Emergency A' response then a phone call must be made to the tenant once the work order is received. If the works are an 'A' response then a phone call must be made to the tenant once the work order is received and again before an operative travels to the address. (see clause 2.1.13)

2.1.9 Access and Conduct

Excellent customer care is central to the delivery of the improvement works to meet the standards expected by the Client. Works shall always be managed with courtesy and delivered with minimum disruption to the daily routine of tenants. The Contractors shall always maintain that customer care is a high priority and will be directly reflected in the Key Performance Indicators of the contract.

The customer care standard below sets out what is expected as a minimum standard of Contractors, their Employees and Council Tenants.

- No works should be carried out before 8:00am and after 5:00pm Mon – Thurs, or after 4:30pm on a Friday with the exceptions of work orders placed 'Outside of Normal Working Hours' as listed under clause 2.1.12
- The Contractor should always be respectful, polite and friendly and sensitive to other people's lifestyles, religious beliefs and ethnic origins.

- On arrival at the property, 15 minutes will be allowed for the tenant to answer the door
- Warning notices shall be placed advising the tenant or members of the public of any potential danger associated with the work
- The Contractor will always use Arco Essentials Carpet Protection Film or equivalent to protect floor coverings and furniture. The Contractor will provide extra film during the works as required
- There may be occasions where the Contractor may need to assist in the removal of items (including furniture) to carry out works if the tenant is unable to assist through disability or age. An allowance should be made for this within the Contractor's prices. Tenant disclaimer form must be signed prior to commencement of works and included in the invoice pack
- The Contractor shall take care when moving the tenant's personal items and equipment. Photographs are recommended before and after in this situation to protect the contractor. The Contractor is responsible for the disclaimer signed by the tenant to cover floor coverings and tenant's personal items and equipment. The Contractor will be responsible to settle any claim made with the tenant to the Council's satisfaction. Tenant disclaimer form must be signed prior to commencement of works and included in the invoice pack
- The Contractor will make sure that all services are available at the end of each day and that washing and toilet facilities are always available
- It is appreciated that there will be noise during the works and the Contractor will be as considerate as possible
- Contractors will have a 'no radio policy' internally or externally during the works
- Contractors will not use Tenant's gas, electricity, phone, tools or equipment without permission
- Tenant toilet facilities are not to be used by the Contractors employees unless granted permission by the Tenant. Alternative arrangements must be made
- Tenants will be informed at least a day in advance if appointments cannot be met
- In tenanted properties, the Contractor should take care to keep disruption to the following items to a minimum and at all times liaise with the tenant and keep them informed:
 - Medical equipment
 - Food preparation
 - Food storage
 - Essential equipment including heating
- Any interruption to power supplies, feeding equipment used for the chronically sick, or other supply deemed to be "essential" cannot be undertaken without prior agreement of the tenant or other persons(s) involved
- The Contractor shall ensure that safe access and egress is provided to a property. The leaving of tools, equipment and other items required for the works shall be stored in a safe manner so as to not cause a nuisance or trip hazard to others

- The Contractor will ensure that the property is left clean and tidy to the client and the tenant's satisfaction. This includes as a minimum, but not limited to, a full sweep through of all areas including access and egress areas, mop and bucket with regular clean water to uncarpeted areas to remove all dust. After the removal of dust sheets and carpet protector, then a thorough vacuum of all areas to remove all dust. A wipe of all skirtings, dado rails, door casings, doors, kitchen units/worktops/splashbacks/tiles etc. with clean water as required to provide a clean finish
- As far as is practicable the work will be carried out as a continuous operation. If this is not possible a further appointment must be made there and then while on site which is agreed with the tenant. The Contractor must not start works then leave without informing both the tenant and Service Manager when the works will be complete. The tenant and the Service Manager must be informed of any parts on order and a date when the Contractor will return to complete the works

2.1.10 Neighbouring Tenants

The Contractor must ensure that they communicate with any neighbouring tenants. Neighbouring properties may not always be owned by ERYC but could also be private dwelling, private rented or housing association properties. If the Contractor experiences communication problems with neighbouring tenants, the Contractor should contact the Service Manager for assistance. The Contractor shall:

- Inform any neighbouring tenants of works due to be carried out that may encroach onto their property (i.e., Roofing and Scaffolding works or instances where properties share a driveway etc)
- Any works in communal hallways will require all tenants in the block to be notified
- Ensure the Service Manager is kept informed of any issues or delays due to neighbouring tenants
- Provide a telephone number for neighbouring tenants for issues and complaints
- Ensure that all correspondence, in whatever medium, is carried out in a polite

2.1.11 Normal Working Hours

Normal working hours are defined as Monday to Thursday from 8:00am to 5:00pm and Friday 8:00 am to 4:30pm, excluding days designated as Bank Holidays in England.

2.1.12 Outside of Normal Working Hours

The contractor must deliver a 24/7 emergency callout service to cover periods outside standard working hours. This includes:

- Monday to Thursday: 5:00pm to 8:00am
- Friday to Monday: 4:30pm Friday through 8:00am Monday
- All weekends and bank holidays

This service must include the provision of emergency repairs under objectives 1 to 3 and making safe any hazards during evenings, weekends and bank holidays.

The primary objective is to maintain safety and where possible, straightforward repairs should be completed immediately. If a full repair cannot be carried out, a temporary fix must be implemented.

'Emergency A' and 'Priority A' callouts issued after 3:00pm on a regular working day may be considered out-of-hours and billed accordingly. However, they must still be attended to within a two-hour response window.

For all callouts outside of normal working hours, the contractor must submit a detailed report via email by 10:00am on the next working day to facilitate the raising of a formal works order. For instructions received on weekends or bank holidays, the corresponding works order will be issued the following working day. Upon receipt, the contractor must review the order and notify the client of any inconsistencies.

The contractor is responsible for ensuring adequate resources are in place to meet response times, including adverse weather conditions or other exceptional circumstances.

All works outside of normal working hours must be carried out in full compliance with Health & Safety regulations as stipulated in the contract.

Please Note: The Council will only pay for time spent on the job. No payment will be made for travel time.

2.1.12.1 Call Out Facility

The Contractor shall ensure the provision of comprehensive out-of-hours support services. This must include the assignment of a dedicated telephone line and a specific email address exclusively for handling out-of-hours enquiries and emergencies. Both the telephone line and email inbox must be actively monitored and staffed at all times, including evenings, weekends, and bank holidays, to guarantee immediate response and assistance.

Furthermore, the Contractor is required to supply the Client with up-to-date contact details for all operatives assigned to cover Objectives 1 to 3 during out-of-hours periods. This information must be clearly documented and made readily accessible to the Client, ensuring seamless communication and operational continuity outside of standard working hours.

In emergencies requiring immediate site attendance, the Service Manager may initially contact the contractor verbally, usually by telephone, to instruct the work. The Council will issue a confirmatory work order the next working day following the contractor's notification of the work.

2.1.13 Response Times

Each Work Order will state a Response Code indicating the Priority Grading and Response Times required. The Response Codes are as follows:

<u>Priority Grading</u>	<u>Contractor Response Time</u>	<u>Tenants should be notified of appointments within</u>
Emergency A	Immediate - on site within 2 hours (this could be within normal working hours or outside of normal working hours)	Telephone as soon as work order received
A	Within 24 Hours	Telephone as soon as work order received

B	Within 3 working days	24 hours of receiving work order
B+	Within 7 working days	48 hours of receiving work order
C	Within 14 working days	72 hours of receiving work order
D	Within 56 working days	5 working days of receiving work order

Please Note: Timescales must be adaptable to meet any updated standards introduced by a regulatory body or changes to UK legislation, as and when necessary, with immediate effect

The Response Codes for all lots states the maximum period of time to elapse from the time of issue of the Work Order to the attendance on site of the Contractor to carry out the work. The date of issue of the Work Order will be the first day of the Response Time for that Work Order. Unless otherwise stated the calculation of the response time will exclude Saturdays, Sundays and public holidays or as agreed between the Client and Contractor when out of normal working hours.

There will be circumstances where an immediate site presence is essential due to the urgency of the situation. These will be given an 'Emergency' priority grading, and the Contractor will be instructed by telephone to proceed immediately to the location. Cold calling is not permitted and therefore if the works are a 'Emergency' or Priority 'A' then a phone call should be made to the tenant before an operative travels to the address. This will include work orders outside normal working hours (see clause 2.1.12).

With respect to council housing, the contract covers small urgent works for repairs that, if left, may constitute a threat to health and safety. The Government's Right to Repairs legislation gives secure tenants the right to have repairs undertaken in their homes within specific time scales and entitles tenants to compensation if repairs are not completed within these timescales. This may also include the Contractor being required to attend a property where an appointment has been made by the Client. Where the contractor fails to carry out the works to council housing within the specified response time or fails to attend an appointment made by the Client:

- The Client may re-allocate the works to be delivered and may use other means outside the contract
- The Client may deduct any compensation sum paid to the tenant involved from any monies due to the Contractor under the contract

The Contractor should only undertake the works detailed on the official Work Order. Any further repairs considered to be necessary by the Contractor are to be notified immediately to the Client.

Attending site within the response times quoted on orders will be monitored throughout the contract and failure to achieve attendance on time may result in Low Service Damages being applied (see Appendix 1).

Please Note: It is the responsibility of the Contractor to arrange works in the most efficient order whilst still prioritising works of the highest priority.

2.1.14 Use of Photographs

The Contractor must take photographs of **ALL** Reactive Repairs. Photographs may be required for the following, this is not an exhaustive list but may include the evidence of the following:

- Site condition prior to works commencing
- Specific repair prior to work commencing
- Materials used
- Site condition post-work
- Specific repair post-work
- Evidence of Customer damage for recharge purposes
- Hoarding both internally and externally or poor condition of property
- Damage to tenants' property or possessions
- Any damp and mould issues discovered including potential Cat1 hazards
- Window trickle vents and kitchen/bathroom extractor fans
- Amount/type waste and filled skips
- Completed Scaffold Tags
- Posting of 'Out Cards' (see clause 2.1.15)

The Contractor will provide digital photographs of all repairs as validation of works completed. This will be a photograph of the repair(s) before it is undertaken and a photograph of the completed repair(s). These photographs will act as the contractor's proof should a tenant file for damages.

Where the works have highlighted any further issues, please provide photographs as evidence to allow Housing Maintenance Officer's to determine if further consequential works are required.

All photos must be made available to the client and be accessible, preferably via a live portal.

Further information regarding the required format of all evidence will be provided in the Pre-Start Pack upon successful award.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.15 Abortive Calls

Where the Contractor has demonstrably adhered to the Appointment System but is refused or denied access at the agreed time and date for the repair, due to circumstances outside of their control, then a claim for the cost of an abortive visit may be considered by the Service Manager.

- **PRICE REF/CODE RP0.01 - REACTIVE REPAIRS – ABORTIVE CALLS RATE**
- To be applied per property.

It is the Contractor's responsibility to provide the Service Manager with a 'No Access' pack within 28 days of the first appointment.

This pack should consist of copies of:

- A photograph of the "Out Card" being posted
- A copy of the "Out Card"

- All letters sent
- All documented log of telephone calls/voicemails/text messages including dates and times

Only after receipt of this documentation will payment be made for aborted calls.

NO PAYMENTS WILL BE MADE FOR ABORTIVE CALLS ON FAILURE TO PRODUCE A 'NO ACCESS' PACK.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.16 Compliance with Standards

All works and methods employed must comply with all current statutory regulations, legislation, Governing Bodies and applicable standards. This is not an exhaustive list but may include the following:

- The Health and Safety at Work Act
- The Provision and Use of Work Equipment Regulations
- Construction (Design and Management) Regulations
- The Control of Asbestos Regulations
- The Environmental Protection Act and all other environmental statutory provisions
- The Hazardous Waste Regulations
- Control of Substances Hazardous to Health Regulations
- Working at Height Regulations
- Management of Health and Safety at Work Regulations
- Manual Handling Operation Regulations
- Personal Protective Equipment at Work Regulations
- Workplace (Health, Safety and Welfare) Regulations
- Confined Spaces Regulations
- The Health and Safety (Safety Signs and Signals) Regulations
- Environment Agency Regulations
- ERYC requirements/manufacture requirements
- Lifting Operations and Lifting Equipment Regulations (LOLER)
- Landlord and Tenant Act
- Homes (Fitness for Human Habitation) Act
- The Regulator of Social Housing (RSH)
- The Housing Health and Safety Rating System (HHSRS)
- The Housing Ombudsman Service
- Legal Disrepairs - pre-action protocol for housing condition claims

2.1.17 Labour

The Contractor shall provide the whole of the labour required to undertake and complete the contract as detailed.

All operatives undertaking work on this contract shall be competent to do so as stated under each specific objective. The Contractor shall provide documentary evidence to prove qualification, experience and competency if requested to do so.

The date and time engaged upon the works are to be noted by the Contractor on every work order.

The Contractor shall employ only competent, skilled and instructed operatives (as appropriate) and must provide evidence of competence to the satisfaction of the Council. A high standard of workmanship shall be required together with a first-class finish.

Adequate supervision shall be provided to the Contractor's operatives to give the necessary technical advice and supervision/management of all operatives by the Contractor. The cost is to be included within the tendered prices. The Council reserve the right to have the Contractor provide additional supervisors to manage the contract in the event of any failings within the contract.

2.1.18 Apprentices

The ratio of apprentices to qualified operatives shall not exceed 1:1 (i.e., No more than one apprentice to each operative). Apprentices should be encouraged to accompany competent persons working under this specification, but the Client shall not provide additional payment for this. **Apprentices must always be supervised and all works checked and signed off by a qualified operative.** Should the Contractor require assistance to deliver this, help and guidance is available via <https://apprenticeship-hub.co.uk/65-2/>

2.1.19 Identification

All operatives and other Contractor personnel visiting premises to provide services under this Contract must wear an identification badge as approved by the Service Manager. The badge must be clearly displayed at all times and include the following information:

1. The wearer's name
2. A photograph of the wearer
3. The name of the Contractor
4. Contractor's contact telephone number.

2.1.20 Dress Code

The Council issues its workforce with a uniform to ensure they present a smart appearance to our clients. ERYC do not intend to provide Contractor's with uniforms but will expect all workmen to be suitably and properly dressed to suit the type of work being undertaken.

2.1.21 Smoking Policy

The Council operates a No Smoking Policy at all sites. Smoking within Council premises or any housing is not permitted (including electronic cigarettes).

2.1.22 Materials and Workmanship

All required works are principally labour only, required materials will be provided to the successful supplier through East Riding of Yorkshire Council 'Stores'. These materials are provided free of charge.

The successful supplier will be required to collect materials from the 'Stores' Depot for each works order. The contractor is expected to use the depot 'Stores' pertaining to the lot area, but any store can be used as necessary.

These depots are located:

- **ERYC Carnaby Depot** – Carnaby Industrial Estate, Lancaster Road, Carnaby, YO15 3QY
- **ERYC Beverley Depot** – Annie Reed Road, Beverley, HU17 0LF
- **ERYC Goole Depot** – Seavy Road, Goole, DN14 6TA

Some materials may need to be ordered prior to collection from 'Stores' Depots. We recommend telephoning beforehand to check stock levels. Telephone numbers will be provided upon successful award.

Mould Resistant Sealant will only be provided by 'Stores' if the works order requires full units to be sealed, such as fitting a new bath or window frame. This will be noted on the work order or confirmed by the Housing Maintenance Officer. Where works required less than a full unit, sealant must be taken from the basic supplies as listed under 2.1.24.

On occasion, the contractor may be required to provide certain materials. This will be noted on the work order or confirmed by the Housing Maintenance Officer. Any materials provided by the contractor will be paid at cost plus your Direct Fee Percentage on receipt of all relevant invoices as stated under Application for Payments (Clause 2.11.1).

The Contractors shall execute the works using reasonable skill, care and diligence, and workmanship of the highest standard and using materials of the quality and standards specified and in accordance with any Health and Safety requirements to the satisfaction of the Service Manager.

All materials and workmanship used in the execution of the Contract shall comply with the relevant European Standard(s) where such exist or, in their absence, with a current British Standard(s) issued by the British Standards Institution or any relevant Code of Practice.

2.1.23 Defects and Rectification

In the event that any Reactive Repair work carried out by the Contractor is found to be defective, incomplete, or not in accordance with the required standards of workmanship or materials, The Contractor shall return to the site and rectify such defects at the Contractor's sole cost and expense, including any necessary Scaffolding, Working Platforms, Gantries etc.

Upon notification from the Client, the Contractor shall commence corrective work to complete the rectification within the timeframe given, subject to the nature and extent of the defect. This should be no more than 7 working days

Failure to respond or rectify the issue within the specified timeframe may result in the application of Low Service Damages (see Appendix 1).

Please Note: Any damages following the erection/removal of scaffolding, i.e. damaged roof tiles, mis-aligned sky dishes etc, will be the responsibility of the contractor and must be made good at the Contractor's sole cost and expense.

2.1.24 Basic Supplies

The contractor is expected to provide the following basic supplies at no extra cost and stock the relevant materials for the task in all works vehicles:

- Assorted Nails and Screws: Including various sizes and types for different applications, such as wood, metal, masonry and dry wall
- Wall Plugs: Assorted types and sizes suitable for various wall materials including plastic dry wall anchors, masonry plugs and heavy-duty anchors for load bearing walls
- Anti-Mould Sealant and Caulking (to conform to ISO 8339 and ISO 1059/10563)
- General-purpose adhesives and glue for minor repairs
- Sandpaper: For smoothing surfaces before painting or finishing
- Cleaning Supplies: Basic items like heavy duty wipes, cloths, sponges, and cleaning solutions such as white spirits to tidy up after repairs
- Protective Covers: Dust sheets/Plastic sheeting to protect furniture
- Flooring Protection: Dust sheets and self-adhesive plastic film
- Basic Paints and Primers: Small quantities for touch-ups
- Lubricants such as WD-40
- Plumbing: Flux, Solder, Gas bottles / cartridges, PTFE tape, Silicon sealant, Jointing compound
- Replacement Parts: Small items like washers and bolts for fixtures
- Drill Bits: Including various sizes and types for different uses, such as wood, metal, masonry and dry wall

Please Note: Any COSHH related products containing “diisocyanates” are restricted and must not be used unless specific training for their use has been undertaken and proof provided to the Client.

2.1.25 Cost Effective Repairs

It is the contractor’s responsibility to ensure that the most cost-effective solution is applied when pricing and/or undertaking repair and maintenance works. When requested, the contractor shall provide the necessary evidence to prove all possible solutions have been explored and that the most cost-effective solution is being proposed.

In addition, for any repair identified over the £100 threshold, the service manager may request attendance by the contractor with the service manager or his representative to confirm that the repair is genuine and offers the most cost-effective solution.

The Contractor is permitted to undertake genuine repairs identified at the time of repair to the maximum value of £100 (labour only) without authorisation from the Service Manager. Provide evidence as per clause 2.11.2.

For all urgent repairs over the £100 threshold, authorisation from the Service Manager should be sought via telephone. This verbal request must detail the repairs required with an approximate cost and shall be confirmed in writing (email) within two working days.

For all non-urgent repairs over the £100 threshold, the Contractor must submit a written (email) quotation to the Service Manager within five working days.

Please Note: The use of specialist sub-contractors is permitted when necessary.

2.1.26 Labour and Plant

Provide all of the labour and plant required to undertake and complete the contract as detailed.

All equipment shall be of adequate quality and type suitable for its application, and complying with all relevant European, British and/or Harmonised Standards.

2.1.27 Disposal of Waste

Allow for cleaning up and clearing away all rubbish and waste material as it accumulates during the progress of the work and on completion. Take away all waste and leave clean and tidy, and fit for occupation.

All waste materials and rubbish are to be disposed of safely and legally in accordance with statutory obligations, Council requirements and good practice. Waste certificates are to be provided for all waste, and efforts should be made to recycle materials where possible.

Skips at ERYC Depots are separated into the following types:

- General
- Recycling (Metal, Cardboard)
- Electrical waste

Please ensure all waste is separated into the relevant types before disposing of. The contractor is to dispose of all waste at skips located in ERYC Depots unless stated on the work order. If the repair generates a considerable amount of waste, the contractor may be asked to provide skips as per clause 2.10.6.

2.1.28 Vehicles

In accordance with CDM Inspection requirements, the Council reserve the right under this contract to inspect the Contractor's vehicles to ensure all required materials and equipment are present.

The Contractor will provide a vehicle equipped with the necessary tools and equipment with standard spares, materials and consumables suitable for the works to be carried out and the potential requirements of the particular premises, this should include the following:

- A copy of the Response Code Flow-Charts
- A first aid kit
- High visibility vest
- Appropriate PPE and equipment
- Appropriate signage
- A comprehensive tool kit fit for purpose
- Suitable van stock for the repair objective being carried out
- Basic Supplies (see clause 2.1.24)
- Access equipment
- Waste Carriers Licence where necessary (see clause 2.1.27)
- Risk Assessments and Method Statements

The charge for the support vehicle will be included in the rates for the provision of the service.

2.1.29 Parking

Car parking at the property of the works cannot be guaranteed, unloading/loading of materials plant or will have to be made by arrangement made in advance with the Service Manager and Tenant.

The Contractor will be responsible for obtaining all necessary parking permits, licences, approvals and permissions required to carry out the works as described.

The Contractor shall ensure that his employees comply with all local parking regulations and park in a respectable manner. Parking on grassed areas or blocking access to others is not acceptable. It is the Contractor's responsibility to organise any parking permits or car parking costs to carry out the works.

2.1.30 Control of Noise and Disturbance

The Contractor shall execute the Service with a minimum of inconvenience to occupants and users of the premises and adjacent properties and ensure that the Service is carried out without unreasonable noise and disturbance.

2.1.31 Nuisance

The Contractor shall prevent nuisance from smoke, dirt, rubbish, water, noise or any other cause to occupants and users of the premises and adjacent properties and members of the public.

2.1.32 Boundaries

The Contractor shall limit his operations strictly to the boundaries indicated by the Service Manager and not use the site for any purpose other than for carrying out the Service.

2.1.33 Storage of Plant and Materials

The Contractor shall not place any plant or materials on grassed or planted areas. Any damage, however caused to these areas during progress of the works, shall be made good to the satisfaction of the Council at the Contractor's expense.

All Solvents are to be removed from site or stored in a steel secure store at the end of each working day. Any solvent used on site must have a full COSHH assessment made and a copy of which must be provided to the Service Manager.

2.1.34 Mobile Communications

Provision must be made by the Contractor for the Service Manager or his staff to communicate directly with any workmen undertaking a Works Order, by mobile telephone or radio link. The use of any of the properties telephones is not permitted.

2.1.35 Safety of Occupants

The safety of occupants is of paramount importance and due regard for safety must be made in deciding upon the method and execution of the work.

The contractor must consider the risks associated with these works and must therefore submit detailed Risk Assessments and Method Statements to cover all aspects of work carried out upon request.

The Contractor is required to promptly report any safeguarding concerns to both the Service Manager and Depot Managers. This includes any observations or situations that may pose a risk to the tenant's health, safety, or overall wellbeing. Such concerns may involve tenant vulnerabilities—such as signs of hoarding, fuel poverty, or living in conditions of excess cold—as well as any behavioural indicators suggesting the tenant may require additional support. In addition, the Contractor must highlight any property-related issues that could compromise the tenant's living conditions or necessitate further repair and maintenance work. These reports are essential to ensure timely intervention and to uphold the duty of care owed to all residents.

Examples include but are not limited to: Suspected CAT1 and 2 hazards itemised within the Housing Health and Safety Rating System (HHSRS), such as damp & mould, and any other internal/external maintenance works.

2.1.36 Asbestos Regulations

The Contractor must be aware that unidentified asbestos materials may exist in the premises. Should any suspect material be exposed during the works, work must cease immediately, and the Service Manager informed. An asbestos register is available for most East Riding of Yorkshire Council sites and can be accessed upon request. No asbestos works will be carried out under this contract.

2.1.37 Temporary Hoardings, Scaffolding, Working Platforms, Gantries etc.

Allow for supplying, erecting, adapting as necessary and maintaining such temporary hoardings, gantries and barriers as may be required by the Council or necessary for the safe and proper execution of the works and the protection of the public including all necessary lighting. All scaffolding should be included for under Objective 8.

The Successful Supplier must check that scaffolding has been inspected and any appropriate signage is in place before use. Any scaffolding identified as being outside of the inspection period is not to be used. The supplier is responsible for contacting their scaffolding supplier to resolve the issue and the relevant HMU Depot Manager must be notified of any resulting delays.

All edge protection should be in place and kept clear of extraneous materials at all times. Scaffolding MUST remain secure at the end of the day with all ladder guards and gates etc locked.

2.1.38 Damp and Mould Works

Damp and mould work in tenanted properties may involve the identification, treatment and prevention of moisture-related issues that can lead to health hazards and structural damage. These works typically include inspecting affected areas for signs of rising damp, penetrating damp, or condensation, followed by appropriate remedial actions such as repairing leaks, improving ventilation, applying anti-mould treatments, and, where necessary, replacing damaged plaster or insulation.

Landlords are legally responsible for addressing these issues promptly to ensure the property remains safe and habitable for tenants, in accordance with housing health

and safety regulations. Damp and Mould Works under this contract are estimated to include approximately 400 orders per year, per area lot and are expected to be A, B, B+ and C timescales.

The requirements of this contract specifically for damp and mould works are:

- On occasion, the Supplier may be asked to undertake inspections within 10 working days where necessary to HHSRS guidelines (see clause 2.10.8)
- All damp and mould works must commence within 5 days of receiving the work order
- Emergency work to be undertaken within 24 hours (e.g. where vulnerabilities identified/respiratory issues noted etc)
- Must follow 'Outside of Normal Working Hours' process in case of emergency (see clause 2.1.12)
- Check whether property has trickle vents in windows and whether workings extractor fans are already present within kitchens and bathrooms. This information is to be included within information provided to ERYC after every repair.
- To fill out the provided 'Completion Document' and run through the completed works with the tenant, who is then required to sign before final hand off (To be provided in the 'Pre-Start' Pack).
- Must provide tenants with the 'Damp and Mould' advice booklet on completion and be signed off by tenant (To be provided in the 'Pre-Start' Pack).
- To provide current status of all Damp and Mould works within Weekly Reports (see clause 2.1.42)

Please Note: Codes over 7 days will only be used in regard to Damp and Mould where other works have already been raised within 7 days at the same property and will generally relate to more in depth works, such as roofing/replacing windows etc.

2.1.39 Legal Disrepairs

Under UK housing law, landlords have a legal obligation to keep their properties in a good state of repair and ensure they are fit for human habitation. A legal disrepair refers to a situation where a rented property falls below the standard required.

Timescales set for each case must be adhered to and will be agreed in line with Legal Services settlement details and Weekly Reports should include an overview of all Legal Disrepairs orders including progress to date (see clause 2.1.42).

If an operative is unable to gain access due to the tenant being unavailable or due to the tenant's refusal and an 'Out Card' should be left as detailed in clause 2.1.15, however a letter should also be sent to the tenant with a new appointment time within 48 hours. The new appointment should be no longer than 14 days after the previous appointment. Every attempt should be made to contact the tenant via all available options, i.e. telephone call, voicemail, text message, email etc. A template letter will be provided as part of the successful suppliers 'Pre-Start' pack.

All Legal Disrepair orders require an appointed person to oversee the work from start to finish.

2.1.40 Continual Development

The Contractor will develop a method of information access, collation and dissemination so that all the survey information, certificates and service inspection reports, quotations, reports, etc. to be provided under this Contract can be presented in paper and electronic format. The methods of information collation input and report presentation will be developed towards meeting the requirements of 'e' government.

The Contractor must be able to undertake the following activities from the commencement of the Contract: -

- Submit requests for payments electronically
- Receive payments electronically
- Use of Internet based document management system (e.g. BIM360 or similar)
- Provide 'As Installed' information in BIM compatible format (e.g. Revit model and COBie spreadsheets)

2.1.41 Contract Monitoring

The Contract will be monitored and evaluated for price and quality against key performance indicators and added value criteria.

A Pre-Contract Meeting will be arranged with the Contractor to agree the operational protocol for the Contract.

The Service Manager will hold regular meetings with the Contractor to ensure compliance with target levels described against the service delivery plan, and progress activities to ensure continued renewal of the contract for the prescribed period, or contract term.

The Contractor will include for all costs associated with attending these meetings.

2.1.42 Weekly Reports

Weekly Reports are to be issued to the Service Manager and relevant Depot Manager every Friday afternoon and shall include the following cumulative information from the current week and any works booked for the following week:

1. Reactive Repairs Orders/Jobs:

The information to be provided should be broken down into the respective Priority codes (see clause 2.1.13)

- Reactive Repairs Weekly Log including current status of all outstanding orders
- Any work orders completed in the last week
- Any Health & Safety issues
- Any issues with tenants/access/any 'out cards' left
- Any tenant health and wellbeing issues
- Current status of all Damp and Mould works
- Current status of all Legal Disrepairs works
- Any other issues

Additional reporting may be requested and will include items which are reportable under the regulatory framework, as part of our annual submission of data relating to Tenant Satisfaction Measures (TSM's), as stipulated by the Regulator of Social Housing.

Further information regarding the required format of weekly reports will be provided in the Pre-Start Pack upon successful award.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.43 Quarterly Reports

Quarterly reports are to be issued by the Contractor to the Service Manager regarding the work programme to be undertaken and the actual works completed.

The Quarterly Report will include the following information for both; Year to Date and for the Report Period (Quarter 1, 2, 3 or 4): -

2. Reactive Repairs Orders/Jobs:

The information to be provided should be broken down into the respective Priority codes (see clause 2.1.13)

- Number of Orders received that quarter (including date raised & completed)
- Number of Orders attended within response times
- Number of days taken to complete each order
- Number of Orders/Jobs in progress
- Number of appointments made, kept, or missed
- All work orders completed in the last quarter
- Any issues with tenants/access/any 'out cards' left
- Any tenant health and wellbeing issues
- Current status of all Damp and Mould works
- Details of all Legal Disrepair works with current progress and expected completion dates
- Any other issues

A general report on each of the categories of repair outlining the nature and cause of the repairs (e.g. wear and tear; user error; product quality; inadequate maintenance; vandalism); recurrent problems; potential problems and changes to maintenance regimes that could eliminate/reduce repair frequency and cost.

3. Self-Audits:

- Number of self-audits completed
- Provide a detailed report with findings

4. Health and Safety:

- Number and details of accidents, incidents and near misses
- Details of Health and Safety Notices received, and action taken by the Contractor in response to the notices
- Plus any other information specifically requested by the Service Manager

Additional reporting may be requested and will include items which are reportable under the regulatory framework, as part of our annual submission of data relating to Tenant Satisfaction Measures (TSM's), as stipulated by the Regulator of Social Housing.

Further information regarding the required format of quarterly reports will be provided in the Pre-Start Pack upon successful award.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.44 Contractor Self Audits

The Contractor must undertake an on-site audit of 10% (minimum per annum) of completed Orders/Jobs monthly, to assess quality, workmanship, materials, documentation, and contract compliance.

Provide the Service Manager with a detailed report on completion of each on-site audit. The Contractor must give the Service Manager a minimum of 5-days' notice prior to undertaking an on-site audit so they can attend with the Contractor.

On each quality inspection, the Contractor must take before and after photos to measure the Clients satisfaction and quality against the Clients standards.

The Contractor will include for all costs associated with undertaking these self-audits.

A customer satisfaction survey is to be undertaken during post work quality control inspections. Contents of the questionnaire are to be agreed by the Client and the results are to be included within Weekly and Quarterly Reports which will form part of quarterly review meetings.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.45 Performance Monitoring

The Service Manager shall hold regular meetings with the Contractor to monitor performance. The Contractor shall include for any cost incurred in attending these meetings within the prices for the provision of the service. The contract output shall be monitored and evaluated for price and quality against the Key Performance Indicators (KPI) stated in Volume 2 Part 5.

Quality is the responsibility of the Contractor and sub-standard work shall be remedied at no cost to the Council whilst giving the minimum amount of inconvenience to the tenant and rectified within 24 hours.

The Contractor shall carry out regular quality control checks to measure against the Council's standards:

- 10% of all other works per Lot
- All over the value of £1500

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.46 Presentation of Reports and Documents

The Contractor will provide all reports and documents required under this Contract in both written and electronic format. The Contractor must ensure the electronic format is suitable for storage, recovery and archive (i.e. Microsoft Office, AutoCAD, and/or Adobe)

The Contractor must include within his submitted prices for the cost of providing all information in both written and electronic format and for the maintenance and stewardship of all information.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.1.47 Active H System

The East Riding of Yorkshire Council is currently in the process of developing the Active H System. This will be an online portal that allows all work orders to be viewed electronically via a mobile device. The successful supplier will be required to work with the Council to assist in the development and introduction of this system and be prepared to attend such meetings and training events as necessary to improve electronic communications and administration of work orders between the parties. The Successful Supplier may be asked in the future, to provide specific elements of the contract via this means as detailed and referenced throughout.

2.1.48 Protection of the Works

Allow for protecting the works and unfixed materials from injury and from the effects of weather and for making good any damage arising from insufficient protection.

2.1.49 Protection of Services

The Contractor is to allow for full protection of any services uncovered or otherwise encountered during the works. Any subsequent damage caused due to noncompliance with this provision will be met at the Contractor's expense. It is the responsibility of the Contractor to locate, expose, protect as necessary all services to the affected area as necessary to allow the works to be carried out in a safe manner and include for reinstatement and testing on completion of the works.

Any works required to electrical or gas installations, however minor, must be reported to the relevant HMU Depot Manager. These works will then be carried out by the ERYC contracted operatives and not under this contract.

2.1.50 Access to Plant

The Contractor must provide appropriate access equipment and working platforms in accordance with the Working at Height Regulations. All personnel must be appropriately trained and/or supervised, and details must be recorded in a site-specific risk assessment.

2.1.51 Confined Spaces

All work undertaken in confined spaces shall be carried out in full compliance with the Confined Space Regulations and ACoP L101 from the Health and Safety Executive.

The Contractor shall provide all necessary equipment and apparatus required to comply with the above.

Before commencement of works, the Contractor shall provide proof to the Service Manager that operatives required to work in confined spaces have been suitably trained and certified.

Details of confined spaces must be identified and recorded in the site-specific risk assessment.

2.1.52 Key Performance Indicators

The Contractor will be monitored over the duration of the Contract on the achievement of Performance Targets as stated in Part 5 "Key Performance Indicators". Regular reviews of the Contractor's performance will take place to check against targets.

The Service Manager shall hold regular meetings with the Contractor to monitor performance. The Contractor shall include for any cost incurred in attending these meetings within the prices for the provision of the service.

2.1.53 Carbon/ Waste Reduction

The Council is committed to reducing carbon emissions to net zero and reducing waste sent to landfill. The successful tenderer commits to registering as a supplier on the Supply Chain Network website (<https://thesupplychainnetwork.co.uk/>) and signing up to the "Supply Chain Promise" as detailed on the website.

2.1.54 Health and Safety

2.1.54.1 The Supplier is required to be approved for health and safety by the Council in accordance with the requirements included within Section 4 of the Common Assessment Standard questions.

- Approvals by the Council are only valid for one year and the Supplier will ensure that it obtains any further necessary approvals throughout the period of the Agreement.
- Any amendments to the Supplier's health and safety status shall be forwarded to the Council for approval

2.1.54.2 The Council may undertake the following assessments of the Supplier for Health and Safety purposes.

- 1) Annual assessments.
- 2) Ad hoc assessments that the Supplier has a health and safety system with a current Council approval.
- 3) Requirements under the CDM Regulations, to assess the Supplier's competence and resources in relation to a call off Contract.
- 4) Ad hoc assessments if the Council considers that the Supplier's performance in respect of health and safety causes concern. This may relate to performance on work outside the Agreement for the Council or elsewhere as well as contracts under the Agreement.

The Supplier will be provided with the results of such assessments.

2.1.54.3 If the results of an assessment by the Council in accordance with clause 2.1.54.2 above indicate a deficiency in that the Supplier does not have

a health and safety system with a current Council approval, or there are other significant concerns as to the Supplier's performance in respect of health and safety requirements:

- Works on the contract may be suspended until such time as the issues identified are rectified and/or plans are in place to prevent any recurrence.
- Works may be terminated if the issues aren't satisfactorily resolved and/or inadequate measures are put in place to prevent any recurrence. This is in addition to Termination Clause 90 of the conditions of contract

2.1.54.4 Assessments by the Council as referred to in clauses 2.1.54.2 above may involve:

- Resubmission by the Supplier for health and safety approval,
- A meeting(s) and appraisal of the Suppliers practices and methods by the Council. This may include interviewing any members of the Suppliers staff required by the Council
- Evaluation of the Supplier's proposals to address specific issues and incidents, including any improvement/ prohibition notices and/ or prosecutions by the Health and Safety Executive
- Evaluation of the Supplier's provision for programmed training
- Review of performance including relevant KPI assessment (See Part 5) and proposals for future development

2.1.54.5 The final decision relating to matters included in clauses 2.1.54.1 to 2.1.54.44 inclusive shall be that of the Council.

2.1.55 Data Protection Schedule

The Contractor shall comply the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) as described in the conditions of contract and any further written instructions with respect to processing by the Council.

Description	Details
Subject matter of the processing	To identify locations and details of individuals to arrange access for works and services required in this contract. Contact with Council Officers
Duration of the processing	The contract period, including any defect, liability or guarantee periods
Nature and purposes of the processing	The Contractor shall be issued with locations of Council properties and contact details for Tenants to arrange access for works. The Contractor will also receive details relating to Council Officers managing or responsible for the administration of the contract. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	Contact details relating to Council Officers and Tenants
Categories of Data Subject	Council Staff (including volunteers, agents and temporary workers), Tenants

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained for the contract period, plus any defect, liability or guarantee period, after which time the data listed shall be returned or deleted
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EXAMPLE WORKS

The lists below provide examples of works that may be required for Reactive Repairs, categorised by trade. This is not an exhaustive list, and additional works may be requested. All works are on a reactive basis, so no quantities can be guaranteed. Your submitted rates must account for any of the example works and the necessary equipment to complete them. Some work orders may require specialist services or other qualified trades, and the Successful Supplier is expected to provide and price these accordingly.

2.2 OBJECTIVE 1 – JOINERY/GLAZING

The joinery works/glazing repairs related work to be carried out under this contract will generally be restricted to consequential works associated with building failure, generally repairing and installing fixtures, and fittings, installing/repairing window frames/doors/sets, replacing glass to window and door frames and other specialist glazing panels etc. All Joinery/Glazing work to be carried out by qualified tradespeople or supervised apprentices. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be B and C response times.

To cover ALL required operatives as described under clause 2.1.4. All joiners and glazers must hold a minimum of NVQ Level 2 or equivalent. Replacement of any windows or doors in residential buildings are required to be carried out by **FENSA (Fenestration Self-Assessment Scheme)** Approved window & door installers.

2.2.1 Joinery/Glazing - Outside of Normal Working Hours

The contractor is required to provide a 24/7 Callout service for Joinery/Glazing work outside of normal working hours. This service is needed from Monday to Thursday, 5pm – 8am and Friday, 4:30pm to 8am Monday. This includes all Saturdays, Sundays, and bank holidays, as these are considered non-working days/times. The Council will only pay for the time spent on the job.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Payment for works outside of normal working hours will be made according to the rates below:

- **PRICE REF/CODE RP1.01 – REACTIVE REPAIRS - OUT OF HOURS – JOINER/GLAZER HOURLY RATE – To be applied per hour.**

Joiner/Glazer is required to attend site within the requested timescale, outside of normal working hours. This rate should cover the carrying out of all required works as directed. Materials will not be available from ERYC stores during this time and must be provided by contractor.

2.2.2 Joinery/Glazing - Hourly Rates (within Normal Working Hours)

- **PRICE REF/CODE RP1.02 – REACTIVE REPAIRS - WITHIN NORMAL WORKING HOURS – JOINER/GLAZER HOURLY RATE - To be applied per hour.**

Joiner/Glazer is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Works may include, but are not limited to:

REPAIR OR REPLACE INTERNAL DOORS, FRAMES, ARCHITRAVES

Remove existing door / frame / architrave and furniture, make good any damaged areas and prepare for new frame and door, measure and fit new frame and door and architrave to aperture. Existing door furniture shall be reused where possible or fit new if required. Fill any holes and make repairs, plaster and leave in a state that can be decorated.

ENSURE ALL INTERNAL DOORS ARE FULLY OPERATIONAL

Identify where the door needs adjusting, remove and plane the door to suit the aperture and adjust keeps, rehang and ensure the door fits and latches, treat planed areas with paint or varnish to match existing.

REPLACE OR REPAIR SKIRTING BOARDS

Remove damaged or defective skirting, prepare wall as required and fit new skirting to match the existing, filling all nail holes and joints as required ready for decorating.

EXTERNAL DOORS - GAIN ACCESS AND CHANGE LOCKS

Identify the correct door, gain entry by either drilling / snapping the lock or grinding the mechanism without damage to the door and frame and remove the existing lock. Fit new lock / cylinder in place making sure this operates and secures the door before leaving site. If damage is caused to a timber frame, this requires a repair by carrying out a scarfing joint or similar to the damaged area and treat to match existing. Ensure two sets of keys are provided for any new locks fitted.

REPAIR OR REPLACE DAMAGED FLOORBOARDS

Carefully lift any existing floor covering and set to one side for refitting, carefully remove the affected area of floorboards between joists where possible. Cut a new boarding to match the existing and fit any additional support if required, fit the new boards and make secure refitting any coverings.

BATH - RENEW BATH PANEL COMPLETE WITH FRAME

Remove and dispose of old bath panel and frame, make and fix framework square with 2x1 pse wood. Cut bath panel to suit, cutting neatly around any obstructions i.e. pipework and then secure to frame. Seal bath panel with high water modulus anti mould to conform to ISO11600 making sure watertight.

GLAZING - RENEW DOUBLE GLAZED UNIT TO WINDOW OR DOOR

Identify DGU unit which requires replacing, measure unit and collect from stores. Return to site and fit unit making sure it is secure and watertight, if working at height is required; this should be done using equipment in line with HSE guidelines.

WINDOW – WON'T CLOSE

Check all hinges / lock mechanisms and lubricate if possible or replace so window closes.

WINDOW – SAFETY LIMITERS

Check/Fit/Replace window safety limiters on windows on first floor or above where feasible.

WINDOW - RENEW PVCU WINDOW COMPLETE

Measure the window, order then return to site to fit, carefully remove the existing unit and make good any damage, prepare the aperture and fit the new unit. Seal around the unit as

required and fit internal trims and boards. If working at height is required; this should be done using equipment in line with HSE guidelines.

STAIRS - RENEW STAIR HANDRAIL

Remove the existing handrail and fittings, make good any damaged areas and prepare the walls for the new fittings, measure and cut the new handrail to suit the stairs. Fix all fittings in place and fit the rail, check to make sure this item is safe and secure before leaving site.

KITCHEN UNITS - RESEAL WORKTOP WITH SILICONE

Remove existing silicone and clean around edges using appropriate cleaner to remove all residues, neatly apply new high water, mould and mildew resistant sealant to conform to ISO 8339 and ISO 1059/10563 to match the existing worktop/splashback. Clean down, inform tenant of curing time before leaving site.

JOINER TO ATTEND EVICTION

Attend site 15 minutes before the designated time and date to meet with Housing Management Officers and other legal bodies. If a gain entry is required - identify all doors and by drilling or snapping the lock or grinding the mechanism without damage to the door and frame, gain entry and remove the existing lock. Drill bits will be provided by 'Stores' for this purpose.

Fit new lock / cylinder in place making sure this operates and secures the door before leaving site. If damage is caused to a timber frame, this requires a repair by carrying out a scarfing joint or similar to the damaged area and treat to match existing. Hand keys to the Housing Management Officer on site.

2.3 OBJECTIVE 2 – PLUMBING

The plumbing related work to be carried out under this contract will generally be restricted to consequential works associated with building failure, generally isolating and making safe/renewing/repairing water pipework, fixtures, and fittings to enable building works to proceed including reinstatement on completion. All Plumbing work to be carried out by qualified tradespeople or supervised apprentices. Ensure sites are left clean and tidy, remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be A and B response times.

To cover ALL required operatives as described under clause 2.1.4. All plumbers must hold a minimum of NVQ Level 2 or equivalent.

2.3.1 Plumbing - Outside of Normal Working Hours

The contractor is required to provide a 24/7 Callout service for Plumbing work outside of normal working hours. This service is needed from Monday to Thursday, 5pm – 8am and Friday, 4:30pm to 8am Monday. This includes all Saturdays, Sundays, and bank holidays, as these are considered non-working days/times. The Council will only pay for the time spent on the job.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Payment for works outside of normal working hours will be made according to the rates below:

- **PRICE REF/CODE RP2.01 – REACTIVE REPAIRS – OUT OF HOURS – PLUMBER HOURLY RATE** – To be applied per hour.

Plumber is required to attend site within the requested timescale, outside of normal working hours. This rate should cover the carrying out of all required works as directed. Materials will not be available from ERYC stores during this time and must be provided by contractor

2.3.2 Plumbing - Hourly Rates (within Normal Working Hours)

- **PRICE REF/CODE RP2.02 - REACTIVE REPAIRS - WITHIN NORMAL WORKING HOURS – PLUMBER HOURLY RATE** - To be applied per hour.

Plumber is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Works may include but are not limited to:

TRACE AND REPAIR MINOR WATER LEAK

Locate leak and isolate water supply and drain down if required, gain access to area and repair affected area with like for like materials, refit any disturbed surfaces i.e. floorboards / carpets and test system.

TRACE AND REPAIR MAJOR WATER LEAK

Locate leak and isolate water supply and drain down if required, gain access to area and repair affected area with like for like materials, refit any disturbed surfaces i.e. floorboards / carpets and test system.

RENEW BATH COMPLETE WITH PANELS AND TAPS

Isolate water supply, remove existing bath, taps and panels carefully not to damage any tiles, alter existing waste pipe to suite, replace bath, taps, and panels, neatly altering any pipework to suit. Include for the addition of isolation valves if these do not exist to hot and cold pipes, silicon seal around bath with water in and test waste.

RESEAL BATH WITH SILICONE

Scrape off old silicon, clean and prep area, fill bath before neatly resealing full area around bath using high modulus anti mould sealant to conform to ISO11600.

UNBLOCK TOILET

Attend and identify where the blockage is, if within the toilet this requires unblocking by plunging and flushing through of the pipework to make sure the blockage is removed, this may also require rodding from the external inspection chamber as the blockage may be within the soil pipe, leave in good working order.

UNBLOCK SINK BATH OR BASIN

Identify area of blockage, removing panels where required, use plunger and retest pipework, if required remove traps and clean.

RENEW PIPEWORK

Locate isolation taps / valves and isolate pipework, drain down where required and cut out pipework to be replaced then replace with like for like pipework using proprietary fixings as per regulations.

RENEW WASTE PIPE TO SINK BATH OR WHB

Identify waste pipe to be replaced and remove any boxing where required, install new waste pipe to match existing and test, refit any panels or pipe boxing.

REPAIR OR RENEW TAP

Isolate water supply and replace tap to match existing or using standard stores supplied tap set, check for leaks and test.

REPAIR OR RENEW EXTERNAL TAP

Isolate water supply and replace tap to match existing or using standard stores supplied tap set, check for leaks and test.

RENEW TAPS TO BATH

Isolate water supply, remove panels where required and replace taps to match existing using standard stores supplied tap sets, check for leaks, refit panels and test.

RENEW TAPS TO KITCHEN SINK

Isolate water supply, remove panels / shelves where required and replace taps to match existing using standard stores supplied tap sets, check for leaks, refit panels / shelves and test.

RENEW TAPS TO WASH HAND BASIN

Isolate water supply, gain access where required and replace taps to match existing using standard stores supplied tap sets, check for leaks, refit and access panels and test.

REFIX TOILET PAN

Re-fix toilet pan as required, include for removal of pan, replace any damaged flooring to allow for new fixings, refit pan and re-fix.

RENEW TOILET SEAT

Remove existing toilet seat and dispose of, clean surface and replace with new toilet seat.

TOILET WILL NOT FLUSH (ONLY WC IN PROPERTY)

Identify fault with toilet cistern, isolate water supply and remove damaged / faulty item(s), replace item(s) and test.

REPAIR LEAKING OVERFLOW

Identify reason for leaking overflow, isolate water supply, remove faulty item, replace with like for like goods and test, check overflow pipe for adequate fixings and replace if required.

REPAIR LEAKING WC

Identify reason for WC leak, isolate water supply, where required remove WC and cistern and replace faulty items, refit and test.

REFIX WASH HAND BASIN

Using like for like fixings replace existing fixings leaving the basin firmly fixed to the wall, if required remove basin and silicone and make good wall for fixing and refit, include silicon seal to basin as existing.

REPLACE WASH HAND BASIN

Isolate water supply, remove existing basin and hardware, replace basin, taps and waste neatly altering pipework to suit, refit new basin and hardware, silicon seal around basin and test.

RESEAL WASH HAND BASIN WITH SILICONE

Scrape off old silicone, clean and prep area and neatly reseal full area around basin using high modulus anti mould sealant to conform to ISO11600.

SHOWER KIT - RISER RAIL AND HANDSET

Remove existing items, clean and prep area filling any existing holes that cannot be reused, neatly mark out for new fixings and fit new kit and test.

RENEW CURTAIN RAIL

Carefully remove existing shower curtain and keep safe, remove existing rail and clean area, fill any existing holes that cannot be reused and fix new rail as per instructions, replace curtain where required.

REPAIR LEAK TO SHOWER

Identify area of leak to the shower and isolate source if required, gain access to the area of the leak, if required remove boxing or panels, repair leak and refit any materials removed, reseal where required with high modulus anti mould sealant to conform to ISO11600 and test.

FAULTY SHOWER DOOR

Identify fault and repair on site if possible, where required obtain new materials to enable repair and fit.

WASHING MACHINE - SUPPLY COLD FEED AND WASTE

Locate and isolate local cold-water supply, break into existing pipework and install new supply pipe with isolation valve and tap located adjacent to the new machine, install a new waste pipe to external gulley or where possible use a new trap with washing machine spigot

outlet, drill all holes in units to carry machine waste pipe in readiness for the new machine and test all pipework.

RENEW SOIL STACK 1 STOREY (2 OPERATIVES REQUIRED FOR THIS TASK)

Using safe access equipment in line with health and safety guidelines, dismantle and remove existing soil stack to be replaced and dispose of, in certain circumstances this may involve removal and refitting of toilet pan, fit new soil stack, fitments and fixings as per regulations, make good any holes.

RENEW SOIL STACK 2 STOREY AND OVER (2 OPERATIVES REQUIRED FOR THIS TASK)

Using safe access equipment in line with health and safety guidelines, dismantle and remove existing soil stack to be replaced and dispose of, in certain circumstances this may involve removal and refitting of toilet pan, fit new soil stack, fitments and fixings as per regulations, make good any holes.

BANGING PIPE - CLEAR AND REMEDY AIR LOCK

Identify area of pipework affected, check stored water ball valves for water hammer and rectify, if pipework is found to be too close and vibrating this will require some form of lagging to prevent vibration. Air locks may need removing using a hose system if required.

DRAIN DOWN WATER SYSTEM

Isolate water supply and drain down full system including individual drops and tanks if necessary, supply notification of system drain down and leave isolated at source.

REFILL WATER SYSTEM

Check all valves and outlets are in good working order, open main isolation valves and fill full system, check for leaks and air locks and leave in full working order.

TAPS RUNNING SLOWLY RECTIFY WATER PRESSURE

If water pressure is low check main isolation valves and stop tap, if one item can be identified i.e. basin tap or damaged pipe, this may need replacing, however if the incoming supply pressure is low this will have to be referred to the local water authority.

RENEW TOILET PAN

Remove existing toilet pan from existing pipework and fit new pan in original position altering any pipework if required and making good any flooring and sealing where required. If no isolation valve present one will need installing.

RENEW TOILET CISTERN

Remove existing toilet cistern and replace with new making any pipework alterations that are required and installing an isolation valve if one is not present, make good any damaged surfaces.

2.4 OBJECTIVE 3 – BUILDING/BRICKLAYING

The general building related work to be carried out under this contract will generally be restricted to consequential works associated with building failure, fire surrounds or wear and tear improvements. This element of work covers all aspects of building work. General building work will be carried out by qualified tradespeople or supervised apprentices. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be B and C response times.

To cover ALL required operatives as described under clause 2.1.4. All builders and bricklayers must hold a minimum of NVQ Level 2 or equivalent.

2.4.1 Building/Bricklaying - Outside of Normal Working Hours

The contractor is required to provide a 24/7 Callout service for Building/Bricklaying work outside of normal working hours. This service is needed from Monday to Thursday, 5pm – 8am and Friday, 4:30pm to 8am Monday. This includes all Saturdays, Sundays, and bank holidays, as these are considered non-working days/times. The Council will only pay for the time spent on the job.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Payment for works outside of normal working hours will be made according to the rates below:

- **PRICE REF/CODE RP3.01 – REACTIVE REPAIRS – OUT OF HOURS – BUILDER/BRICKLAYER HOURLY RATE – To be applied per hour.**

Builder/Bricklayer is required to attend site within the requested timescale, outside of normal working hours. This rate should cover the carrying out of all required works as directed. Materials will not be available from ERYC stores during this time and must be provided by contractor

2.4.2 Building/Bricklaying - Hourly Rates (within Normal Working Hours)

- **PRICE REF/CODE RP3.02- REACTIVE REPAIRS - WITHIN NORMAL WORKING HOURS – BUILDER/BRICKLAYER HOURLY RATE - To be applied per hour.**

Builder/Bricklayer is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Works may include, but are not limited to:

BLOCK/BRICK UP PLASTER FIRE OPENING

Remove fire / fireplace if in situ (this should be capped off already) or existing plate, brick / block up fire opening and fit 225mm x 150mm hit and miss vent. Plaster over brick / block work providing a skim finish and make good matching up to existing wall coverings.

CHOP OUT BRICKS AND CLEAR CAVITY

Identify the area which is affected (this may have been marked by an ERYC officer or drawing provided), carefully remove any external wall covering i.e. bricks if work is to be

done from the outside or the same for the inside. Remove any debris and affected insulation from the cavity and allow to dry, replacing insulation to area affected and marrying up to existing. Replace bricks and use mortar to match existing (use removed bricks if in good state) for inside access replace wall coverings to match existing including a skim finish if required.

DEMOLISH AND REBUILD

Carefully demolish and remove the item described on the job ticket and / or the attached email, the item will need rebuilding as per description and matching requirements set out by ERYC officer. An example of this could be damaged garden wall or brick built shed.

DRILL AND INJECT DAMP PROOF CREAM UP TO 1.5M

Remove affected plaster up to 150mm above the affected area, drill and inject the DPC cream as per instructions provided, re-plaster the area with renovating plaster making sure no bridging, complete with a plaster skim finish flush to existing wall coverings ready to accept décor.

MINOR REPAIR TO BRICKWORK

Carry out minor repair as detailed on the job ticket and / or the attached email, a typical example would be replacing a blown brick.

RAKE OUT & REPOINT JOINTS

Carefully remove existing material from the joints to a depth of 20mm minimum, keep any dust minimal and clean away, prepare the joints and replace material to match existing.

RENEW AIR BRICK

Carefully remove existing airbrick, make good any damage around the opening and prepare for new air brick, fit new airbrick and fix in place making good any pointing, NB; if this air brick serves a room with an open fire make sure the internal vent is a fixed open style.

RENEW DAMAGED OR PERISHED BRICKS

Carefully cut out and remove the damaged bricks as not to damage more bricks, once removed trim all mortar and prepare for new bricks. Replace existing bricks with like for like when carrying out repairs and any insulation if this has fallen out. If this cannot be achieved, seek confirmation from ERYC Officers to the acceptable style.

RENEW OR REFIT COPING STONE

Carefully remove existing coping stone, clean the wall and mortar preparing the area to refit the stone, if the stone requires renewal this would need to match the existing, repoint around the stone.

REPAIR BRICK TILED OR CONCRETE CILL

Carefully remove the tiles or bricks which are affected and clean the wall or mortar, prepare the area and install new tiles or cill to match existing and repoint.

REPLACE FIRE SURROUND

If required remove existing fire surround, install the new fire surround as described on the works order and make good any plaster which may have been damaged.

REPLACE FIRE SURROUND AND HEARTH

If required remove existing fire surround and hearth, install the new fire surround and hearth as described on the works order and make good any plaster or floor finish which may have been damaged.

REPLACE HEARTH

If required remove existing fire hearth, install the new hearth as described on the works order and make good any plaster or floor finish which may have been damaged.

FLOORING - RENEW TILES

Identify the affected area, remove tiles and adhesive and prepare the floor ready to accept new tiles, fit new tiles to match existing tiles and levels using appropriate adhesive and clean down.

Please Note: Check existing asbestos report detailing floor coverings or refer to ERYC officer if you suspect chrysotile content.

FLOORING - SELF LEVELLING COMPOUND PER ROOM

Prepare existing flooring by removing any loose debris and making sure the base is secure if marrying up to timber floor covering, seal the floor using an appropriate solution i.e. PVA / water mix, apply the correct self-levelling mix as per instructions i.e. resin based for contact to timber.

RENDER - MAKE GOOD RENDER UP

Remove any damaged or loose render, prepare area with suitable solution and apply new render mix to match the existing with added waterproof solution, make sure not to bridge DPC. If working at height is required; this should be done using equipment in line with HSE guidelines.

REPAIR EXISTING EXTERNAL WALL INSULATION (EWI)

Clean the damaged area thoroughly, removing any dirt and debris to ensure a better bond for the repair. If the damage involves a hole or crack, trim the area back to a solid edge for a clean and secure repair. If the insulation board is damaged, such as cracked or with a hole, cut a new piece of insulation to fit the gap, apply an adhesive designed for EWI systems to the back, and press it firmly into place, ensuring it is level with the surrounding area using a level or straight edge. If the issue lies with the render instead, mix the render according to the manufacturer's instructions and use a trowel or jointing tool to apply it over the repair area, smoothing it to blend with the existing texture. If needed, apply a second coat once the first has dried to achieve a seamless finish. After allowing the render to dry (typically 24 hours), lightly sand the surface with fine-grit sandpaper to smooth out any rough edges, taking care not to damage the surrounding render. If the repair is visible, apply a coat of weather-resistant paint or protective coating that matches the property's existing finish, using a roller for large areas or a brush for more precision. Finally, inspect the completed repair to ensure it is level and smooth and dispose of any waste material responsibly.

VENT - FIT PLASTER AIR VENT

Remove existing damaged vent and make good wall, clean the opening to make sure no blockages exist, install new vent making sure the appropriate vent suits the room and any appliances within.

WALL TILES - REPLACE CERAMIC WALL TILES

Cover surrounding area and remove existing wall tiles carefully, make good wall if required and prepare for new tiles, fit new tiles to match existing or works order instruction using wall tile adhesive, tile spacers and trims. Grout tiles and clean down, silicone around edges as required.

2.5 OBJECTIVE 4 – ROOFING REPAIRS

The roofing repair works to be undertaken under this contract will generally involve responsive activities, including but not limited to inspecting and repairing roof structures where necessary, repairing or replacing damaged roof tiles, sections of flat or pitched roofing systems, repairing gutters, downpipes and installing or replacing roof vents, leadwork, and other associated components. All Roofing work to be carried out by time served tradespeople or supervised apprentices. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be B and C response times.

2.5.1 Roofing Repairs - Hourly Rates (within Normal Working Hours)

To cover ALL required operatives as described under clause 2.1.4. All roofers should have a minimum of 2 years' relevant experience.

- **PRICE REF/CODE RP4.01 – REACTIVE REPAIRS - WITHIN NORMAL WORKING HOURS – ROOFER HOURLY RATE** - To be applied per hour.

Roofer is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

2.5.2 Procedure for working on or around live flues (Gas and Solid Fuel)

Gas works to be carried out, where necessary for chimney/flues connected to live appliances etc., by the Council's approved licensed contractor.

Any work that is required on or within 2 metres of a chimney/flue that is connected to a live appliance will require pre and post flue flow/spillage safety checks before any work commences on the chimney/flue and immediately after work is completed. These checks can only be carried out by a trained and competent Gas Safe / HETAS engineer.

Any jobs where the flue is connected to a live appliance would need to be checked with the relevant depot that the pre and post flue flow/spillage safety checks have been raised. The relevant depot officer should raise the works orders for the safety checks to take place using the Council's approved Gas/Solid Fuel contractor.

Gas appliances will need to be isolated and capped off prior to roofing works commencing to ensure these cannot be operated by the tenant. The roofing contractor must then stay on site until the Gas Safe engineer has returned, carried out the safety checks and deemed the gas appliances are safe to use.

Solid fuel appliances will require a DO NOT USE label attaching and photo taking to advise the tenant not to operate. The roofing contractor must then stay on site until the HETAS engineer has returned, carried out the safety checks and deemed the solid fuel appliances are safe to use.

If the chimney/flue is NOT connected to an existing live gas or solid fuel appliance, then works can proceed. If in doubt about whether the flue is live, then the operative on site must NOT start work and contact the relevant depot for further instruction.

2.5.3 Asbestos Regulations and Removal

Asbestos to be removed, where necessary to soffits/verges etc., by the Council's approved licensed contractor.

The Contractor must be aware that unidentified asbestos materials may exist in the premises. Should any suspect material be exposed during the works, work must cease immediately, and the Service Manager informed. An asbestos register is available for most East Riding of Yorkshire Council sites and can be accessed upon request.

If it is identified that there is the requirement to carry out asbestos removal works at any point during, or before, a roofing repair then the relevant depot officer should be notified. The officer will then raise a works order for these asbestos works to take place using the Council's approved Asbestos Removal Contractor.

Please Note: Detailed Risk Assessments and Method Statements must be provided upon award and must be approved prior to works commencing and be produced upon inspection.

Works may include, but are not limited to:

FIT WIRE BALLOON TO CHIMNEY POT

Install wire balloon as per manufacturer's instructions. This must be installed using a roof ladder with harness and restriction lanyard. If this is not possible then use a fixed scaffold under Objective 8.

REPLACE RIDGE HIP TILE(S)

Remove existing ridge tile(s), chop off existing cement mortar, clean down area and prepare, fully bed new tile using cement mortar mix, point up tiles and clean area, clean out gutters for any fallen debris and remove rubbish from site and dispose. This work must be conducted using a roof ladder with harness and restriction lanyard. If this is not possible then use a fixed scaffold under Objective 8.

REPLACE ROOF TILE(S)

Remove damaged tile(s), ensure felt and lattes are in good order, replace tile(s) with like for like type using appropriate fixings if required replace any flashing or repoint at edges, remove all rubbish from site and dispose. This work must be conducted using a roof ladder with harness and restriction lanyard. If this is not possible then use a fixed scaffold under Objective 8.

FLAT ROOF TORCH

Cut and strip out existing felt, check condition of roofing sheets and if in poor condition report to ERYC Housing Maintenance Unit for guidance on replacing, replace torch on felt to area affected, if required hot melt new felt to existing felt providing suitable weatherproof seal, if chippings are present then replace as required, remove rubbish from site and dispose. Should access onto the roof area be required then this work must be conducted using fixed edge protection.

RENEW OR REPAIR LEAD FLASHING

Identify area of damage or missing flashing, cut out and remove damaged material, cut new flashing to fit area and re-secure in place using lead wedges and repoint as required, all rubbish to be removed from site and disposed. This work must be conducted using a ladder / roof ladder with harness and restriction lanyard. If this is not possible then use a fixed scaffold under Objective 8.

ROOFING- FLAT ROOF

Using safe access equipment in line with health and safety guidelines, cut and strip out existing roof covering, replace with GRP to area affected, remove rubbish from site and dispose of. This work must be conducted using fixed edge protection.

RENEW GUTTERING DOWN PIPE

Using safe access equipment in line with health and safety guidelines, remove existing down pipe and fittings as required and dispose of, fit new down pipe and fittings as required, fill any holes and test new pipe work.

RENEW GUTTERING

Using safe access equipment in line with health and safety guidelines, remove existing guttering and fittings as required and dispose of, fit new guttering and fittings as required making sure the flow angle is adequate and no over spill will be gained from the roof, fill any holes and test new guttering.

REPAIR LEAKING GUTTER

Using safe access equipment in line with health and safety guidelines, remove existing guttering or fittings that are leaking and dispose of, fit new guttering and fittings as required making sure the flow angle is adequate and no over spill will be gained from the roof, fill any holes and test new guttering.

RENEW GULLEY GRATE ANY TYPE

Remove and dispose of existing gulley grate and replace with like for like grate, make sure this is secure and free from debris before leaving site.

2.6 OBJECTIVE 5 – PAINTING AND DECORATING

The painting and decorating related work to be carried out under this contract will generally be restricted to consequential works associated with building failure or wear and tear improvements. This element of work covers decoration of newly installed timber / plasterwork by other trades or the redecoration of walls/ceilings. All Painting and Decorating work to be carried out by time served/ qualified tradespeople or supervised apprentices. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be C and D response times.

2.6.1 Painting and Decorating - Hourly Rates (within Normal Working Hours)

To cover ALL required operatives as described under clause 2.1.4. All painters and decorators must hold a minimum of NVQ Level 2 or equivalent or over 3 years' experience.

- **PRICE REF/CODE RP5.01 - WITHIN NORMAL WORKING HOURS – PAINTER & DECORATOR HOURLY RATE** - To be applied per hour.

Painter & Decorator is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

2.6.2 Paint – Exterior Wall Elevation

Prepare all external surfaces by cleaning and rubbing down, applying caulking and sealant where necessary. For rendered, pebbledash, and EWI surfaces, ensure they are properly cleaned, and any cracks or damage is repaired. Apply two coats of suitable exterior paint to all walls. For woodwork, apply one coat of undercoat followed by two coats of weather-resistant gloss finish. Ensure all surfaces, including fascia's and soffits are properly prepared and painted. Use appropriate exterior paint for any specific materials or surfaces as required. The below rate is to include a tower a scaffold.

- **PRICE REF/CODE RP5.02 – PAINT – EXTERIOR WALL** - To be applied per metre sq.

Works may include but are not limited to:

PAINT FASCIA OR SOFFIT

Using safe access equipment in line with health and safety guidelines, check fascia or soffit to ascertain these are not asbestos containing materials. If unsure do not carry out any further work and report back to ERYC Housing Maintenance Unit for guidance, if timber or other building product, clean down, rub down and prepare existing fascia or soffit, apply one coat of undercoat and two coats of gloss finish, colour to match existing, reseal as appropriate.

REMOVE GRAFFITI

Using suitable PPE and health and safety guidelines including access equipment if required, use suitable graffiti removal products and apply to affected area as per manufacturer's instructions to remove graffiti. Repaint where necessary.

PAINTING FOLLOWING REPAIRS

Rub down and prepare affected surfaces including any woodwork or ceilings. Applying caulking and sealant where required, apply two coats of emulsion to walls, colour to match existing. Apply one coat of undercoat to all woodwork in property and two coats of white gloss finish. Use suitable bathroom and kitchen paint; carry out works to walls and ceilings where required.

PAINTING FULL ROOMS - INTERNAL

Rub down and prepare all surfaces including all woodwork and ceilings applying caulking and sealant where required, apply two coats of emulsion to walls in all rooms except the bathrooms and kitchens, apply two coats of white emulsion to all ceilings except bathrooms and kitchens, apply one coat of undercoat to all woodwork in property and two coats of white gloss finish. Using suitable bathroom and kitchen paint; carry out works to walls and ceilings as above.

2.7 OBJECTIVE 6 – PLASTERING AND WET TRADES

The plastering and wet trade's related work to be carried out under this contract will generally be restricted to consequential works associated with building failure or wear and tear improvements. This element of work covers for the patch plaster repairs to walls/ceilings or the replastering of full areas, rooms or properties. All Plastering work to be carried out by time served/ qualified tradespeople or supervised apprentices. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be C and D response times.

2.7.1 Plastering and Wet Trades - Hourly Rate (within Normal Working Hours)

To cover ALL required operatives as described under clause 2.1.4. All plasterers must hold a minimum of NVQ level 2 or equivalent in plastering/building works.

- **PRICE REF/CODE RP6.01 – WITHIN NORMAL WORKING HOURS – PLASTERER HOURLY - RATE** - To be applied per hour.

Plasterer is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Works may include but are not limited to:

REPAIR DEFECT/CRACK IN WALLS/CEILINGS

Prepare the area and place mesh tape over the crack. Use a fast-setting joint compound to fill the crack. Once the first layer is dry, apply a second layer of joint compound, feathering it out to blend with the surrounding surface. Sand the area lightly to smooth out any rough spots. If needed, apply a final skim coat of joint compound and sand it smooth once dry. Wipe down the area to remove any dust and paint the area to match the rest of the wall or ceiling.

PATCH PLASTER AN AREA OF WALL/CEILING

Hack off existing render and skim, prepare area using a PVA bond mix, re-render area and skim blending into existing plaster leaving a smooth finish, clean down all areas affected within property.

PLASTERBOARD CEILING OR WALL

Using safe access equipment in line with health and safety guidelines, take down existing plaster board or lathe and re-board the area and prep for plastering.

REPLASTERING

Prepare and skim blending into existing plaster leaving a smooth finish, clean down all areas affected within property. This could be for single walls or ceilings, full rooms or entire properties.

2.8 OBJECTIVE 7 – GENERAL LABOURING

The general labouring work to be carried out under this contract will generally involve supporting various trades by preparing and maintaining work areas, assisting with the transportation and handling of materials, and performing basic maintenance tasks. This includes tasks such as clearing debris and ensuring that tools and materials are readily available for skilled tradespeople. Labourers will also assist in making safe and securing work sites, ensuring compliance with health and safety regulations. Ensure sites are left clean and tidy remove and dispose of all rubbish.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be C and D response times.

2.8.1 General Labouring - Hourly Rates (within Normal Working Hours)

To cover ALL required operatives as described under clause 2.1.4. All general labourers should have a minimum of 2 years' relevant experience.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

- **PRICE REF/CODE RP7.01 – WITHIN NORMAL WORKING HOURS – GENERAL LABOURER - HOURLY RATE** - To be applied per hour.

General Labourer is required to attend site within the requested timescales within normal working hours. This rate should cover the carrying out of all required works as directed.

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

Works may include but are not limited to:

REPLACE MISSING MANHOLE LID

This relates to any inspection chamber lid which may need replacing around the property, remove damaged lid (if applicable) and dispose of and replace with new lid and reseal.

REPLACE DEFECTIVE MANHOLE LID AND FRAME

Remove and dispose of defective inspection cover and frame, clean off brickwork to receive new frame and prep area using sand and cement if required, fit new frame as per instructions and seat lid, make sure any debris within the chamber is removed and cleaned out.

CLEAN OUT GUTTERS

Provide safe access as per health and safety guidelines, remove any debris in gutter and dispose of, using water test the existing gutter and fitments for leaks and leave gutters clean and free running.

REMOVE EXISTING & RELAY CONCRETE PATH

Obtain "stat" drawing, scan area for any live services which may be below or around the affected area to be worked on, break up existing path and dispose of debris, prepare area using suitable shuttering, consolidate existing sub base, lay concrete to a depth of 100mm with a light broom / textured finish to create a non-slip surface, strike shuttering when the concrete is cured, make good edges and back fill to match existing.

REMOVE & REFIT OR RENEW PAVING SLABS

Take up existing paving slabs that are loose or broken, make good subbase and re-bed paving slab or fit new slab where applicable to match existing, repoint if required and back fill to match surrounding area.

RE-BED LOOSE PAVERS

Take up existing paving slabs that are loose, make good subbase and re-bed paving slab, repoint if required and back fill to match surrounding area.

REPLACE ROTARY CLOTHESLINE NOT SET IN CONCRETE

Remove existing rotary clothesline if applicable and dispose of, fit new sleeve if required and fit new rotary clothesline making sure this rotates freely before leaving site.

REPLACE ROTARY CLOTHESLINE SET IN CONCRETE

Remove existing rotary clothesline if applicable and dispose of by digging out of existing fixing, set new rotary clothesline in fast set concrete and reinstate surrounding ground finish to match existing and make sure this rotates freely before leaving site.

REPLACE CLOTHES POSTS SET IN CONCRETE

Remove existing post and concrete where applicable and dispose of, scan area for any live services if additional excavation is required, set new cross head post in fast set concrete and make good surrounding area to match existing.

PATCH PATH WITH TARMAC

Only for existing tarmac paths; cut out defective tarmac and dispose of and refill with 10mm base material and consolidate to existing level.

REPAIR OR REPLACE BRICK OR CONCRETE STEP

Remove existing damaged brick or concrete step and dispose of material, if concrete; carry out shuttering work in preparation to cast new step, cast new step using a 4, 2 and 1 mix, once cured strike shuttering, make good edges and remove debris from site reinstating surroundings. Where the step is a brick form, this requires replacing like for like with a suitable engineering brick and reinstate surrounding area.

MAKE GOOD TRIP HAZARDS/ CRACKS TO PATH

Cut out existing cracks or remove raised trip hazard areas, fit shuttering to area if required and reset using concrete or tarmac consolidating to existing level, once cured strike shuttering, make good edges and back fill to match existing surroundings.

REMOVE POLYSTYRENE CEILING TILES AND COVING

Remove and dispose of any existing polystyrene ceiling tiles and/or coving and make good for replastering.

REMOVE EXISTING WALLPAPER

Protect all floor coverings with plastic sheeting or drop cloths. Turn off the power to the room and cover electrical outlets and switches with painter's tape. Soak the walls or use a steamer to help remove the wallpaper. Once the wallpaper is removed, there may be adhesive residue left on the walls which will need to be cleaned away. Inspect the walls for any damage or holes and repair them with filler then sand lightly to ensure a smooth surface or make good for replastering. Remove waste and dispose of all rubbish.

REMOVE WALLTILES

Remove and dispose of existing wall tiles that are in a poor condition or those that are unsecure and create a hazard. Inspect the walls for any damage and repair them with filler then sand lightly to ensure a smooth surface or make good for replastering. Remove waste and dispose of all rubbish.

REPLACE PLUGS/CHAINS

Remove any existing chains and fit new plug with chain attached.

REMOVE EXISTING FLOOR COVERING

Remove and dispose of existing floor coverings that are in a poor condition or those that are unsecure and create a tripping hazard. Any asbestos tiles would need to be reported and then removed by our contracted supplier.

EDPM WORKS

Allow for cleaning surface of concrete floor slab to remove any dirt / dusts (may follow the removal of asbestos floor tiles by other) all in accordance with manufacturers literature and apply a coat of 'FAST One Coat DPM' from the 'Tilemaster Adhesives' with a layer of 'Ardex NA' or similar and equally approved and compliant self-levelling compound laid over as a final finish.

Remedial DPM to be overlapped with existing and remedial DPCs and up wall surface for a minimum of 150mm (once plaster has been removed for installation of remedial DPC) to provide a smooth continuous finish with no breaches i.e. mortar joints etc. The contractor is to take into account the curing time for the DPM applications in order that these are installed in the correct manner.

Both applications to be applied in strict accordance with manufacturer's literature attached.

FIT SLIP-PROOF KITCHEN FLOORING

Fit neutral coloured, water resistant, slip-proof vinyl lino to kitchen floor with 18mm moisture resistant chipboard/plywood subfloor and/or self-levelling compound where needed

FIT BATHROOM SAFETY FLOORING

Fit Altro safety flooring EN 13845/13553 to bathroom floor with 18mm moisture resistant chipboard/plywood subfloor and/or self-levelling compound where needed.

FLOOR COVERINGS

Throughout the duration of this contract, there may be occasions where the client asks for floor coverings such as carpet be fitted within a single room or property. This would include cleaning the subfloor thoroughly, ensuring it's dry, level, and free of debris. Measure and lay the underlay across the floor, cutting it to fit. Secure it with staples or adhesive, depending on the subfloor type, tapping the seams to prevent movement. Roll out and position the carpet then cut it roughly to size, leaving a few extra inches around the edges. Position it so the pile runs in the same direction throughout the room. Fix the carpet in place using gripper rods around the edges of the room (except doorways) to hold the carpet taut. Stretch the carpet using a knee kicker or power stretcher to remove wrinkles. Press the carpet onto the gripper rods and trim the excess with a utility knife. Tuck the edges neatly between the carpet and the skirting board using a carpet tucker. Fit a door bar or threshold strip at doorways for a clean transition.

MOULD CLEANING

Treat and clean any areas affected by mould or mildew, particularly in bathrooms and kitchens. Use appropriate cleaning solutions to kill mould spores and prevent future growth. Ensure areas prone to condensation (windows, external walls) are adequately ventilated post-cleaning.

ANTI MOULD PAINT

Ensure the surface is clean, dry, and free from any existing mould. Use a mould-killing cleaner to remove any mould and mildew. Fill any cracks or holes with filler and sand the surface smooth. If the surface is porous or previously untreated, apply a suitable primer to ensure better adhesion of the anti-mould paint. Thoroughly stir the anti-mould paint to ensure the biocides and other agents are evenly distributed. Use a roller or a paintbrush to apply the first coat of anti-mould paint. Apply evenly and avoid overloading the brush or roller. Allow the first coat to dry completely, following the manufacturer's recommended drying time. Apply a second coat for optimal protection. Ensure even coverage and smooth finish. Keep the area well-ventilated during and after application to help the paint dry and to disperse any fumes.

REPAIR/REFIX EXTERNAL HANDRAIL (COMMUNAL AREAS)

Before re-fixing existing handrail, ensure all fixing surfaces are sound and capable of supporting handrails, balustrades and bannisters bolted into bearing surfaces.

For wall fixings at end of handrail balustrade and banister runs, fix using 6mm anchor bolts drilled into sound brickwork fixing at 200mm centres minimum 4 fixings per stanchion.

REPAIRS TO COMMUNAL ENTRANCE DOORS (COMMUNAL AREAS)

Carry out minor repairs to **non-automatic** entrance doors to communal areas such as door closers, latches, handles etc.

Please Note: The Successful Supplier will **NOT** be asked to carry out any works to Automatic/Powered Doors or Fire Doors, such as those in communal hallways or the front doors to individual flats.

REPLACE SECTION OF CARPET (COMMUNAL AREAS)

Use CFS Typhoon Carpet sheet to match existing colour. Fix using F Ball F3/ F52, Laybond 73 Multicryl/ 47 CV/ 48 Extra. All waste to be removed from site at the end of the day.

REPAIR OR REPLACE STAIR NOSING (COMMUNAL AREAS)

Where Stair nosing's have been found to contain asbestos, these are to be removed by the licensed asbestos removal contractor, otherwise remove existing and dispose of. Collect new nosing from stores and install as per the manufacturer's recommendations. Nosing to be screw fixed and adhered to the staircase going and covered with black inset capping strip.

2.9 OBJECTIVE 8 – SCAFFOLDING

The scaffolding works under this contract will involve the supply, erection, adaptation, and dismantling of scaffolding structures and associated requirements required to facilitate safe access for construction, maintenance, and repair activities. All scaffolding must be designed and erected in accordance with current health and safety legislation, including the Work at Height Regulations and relevant British Standards. All scaffolding is required to be installed and inspected by competent and qualified personnel or supervised apprentices, tagged and regularly inspected to ensure ongoing safety and compliance. Ensure sites are left clean upon dismantling.

All Reactive Repairs works are to commence within 48 hours of any scaffolding installation and must be completed within the initial 7-day allowance of the scaffold inspection and tag. Any mitigating circumstances that don't allow for this must be agreed with the relevant HMU Depot Manager and permission will be given to invoice a further scaffold inspection tag (see clause 2.9.23). Any additional scaffold inspection costs to be incurred by the contractor. All scaffolding must be dismantled and removed within 7 days of the completion of works.

2.9.1 Scaffolding Rates

To cover ALL required operatives as described under clause 2.1.4. All scaffolders should have a minimum of 2 years' relevant experience. All scaffold and edge protection will be built by competent and trained CISRS personnel.

These works must be carried out by an ERYC accepted Specialist Subcontractor who comply with the following:

- Membership of National Access and Scaffolding Confederation (NASC)

Please Note: Travelling time to and from the work site is not paid and is deemed to be included within the hourly charge rate.

The prices applicable to the supply of fixed scaffold and edge protection are indicated below (please note this includes erection, maintenance and removal):

2.9.2 Outhouse/ Shed

- **PRICE REF/CODE – RP8.01 – PROVIDE EDGE PROTECTION**
Edge protection provided with access to the full perimeter of the outhouse or shed, allowing a gap of approx. 150mm for any wetting work within regulations.
- **PRICE REF/CODE – RP8.02 – PROVIDE SCAFFOLD**
The provision of a scaffold with access and platform for working on an outhouse or shed roof to the full perimeter

2.9.3 Bungalow Semi-Detached- Fascias/ Soffits/ Gutters

- **PRICE REF/CODE – RP8.03 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.04 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.05 – PROVIDE SCAFFOLD- FULL PROPERTY**
Provision of scaffolding with platform and access to work on fascia's, soffits and guttering.

2.9.4 Bungalow Semi-Detached- Reroofing/ Tile Replacement

- **PRICE REF/CODE – RP8.06 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.07 – PROVIDE SCAFFOLD- GABLE END**

- **PRICE REF/CODE – RP8.08 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffold with platform and access to work on the roof for reroofing or replacing tiles

2.9.5 Bungalow Semi-Detached- Chimney Gable

- **PRICE REF/CODE – RP8.09 – PROVIDE SCAFFOLD- CHIMNEY GABLE**

Provision of scaffold to the gable chimney and wrap round, with staged platform and access to work on and around the chimney and flashing.

2.9.6 Bungalow Semi-Detached- Chimney Roof

- **PRICE REF/CODE – RP8.10 – PROVIDE SCAFFOLD- CHIMNEY ROOF**

Provision of scaffolding and safe access to the central chimney and wrap round, with staged platform and access to work on and around the chimney and flashing

2.9.7 Two Storey Mid-Terrace- Brickwork

- **PRICE REF/CODE – RP8.11 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.12 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffold with staged platforms and access to carry out repointing or replacement brick work.

2.9.8 Two Storey Mid-Terrace- Fascias/ Soffits/ Guttering

- **PRICE REF/CODE – RP8.13 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.14 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with platform and access to work on fascia's, soffits and guttering.

2.9.9 Two Storey Mid-Terrace- Roofing Works/ Tile Replacement

- **PRICE REF/CODE – RP8.15 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.16 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with a platform and access to work on the roof, for reroofing or replacing tiles.

2.9.10 Two Storey End-Terrace/ Semi-Detached- Brickwork

- **PRICE REF/CODE – RP8.17 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.18 – PROVIDE SCAFFOLD- GABLE END**

- **PRICE REF/CODE – RP8.19 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffold with staged platforms and access to carry out repointing or replacement brick work.

2.9.11 Two Storey End-Terrace/ Semi-Detached - Fascias/ Soffits/ Guttering

- **PRICE REF/CODE – RP8.20 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.21 – PROVIDE SCAFFOLD- GABLE END**

- **PRICE REF/CODE – RP8.22 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with platform and access to work on fascia's, soffits and guttering.

2.9.12 Two Storey End-Terrace/ Semi-Detached – Roofing Works/ Tile Replacement

- **PRICE REF/CODE – RP8.23 – PROVIDE SCAFFOLD- FRONT OR BACK**

- **PRICE REF/CODE – RP8.24 – PROVIDE SCAFFOLD- GABLE END**

- **PRICE REF/CODE – RP8.25 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with a platform and access to work on the roof, for reroofing or replacing tiles.

2.9.13 Two Storey Detached- Brickwork

- **PRICE REF/CODE – RP8.26– PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.27 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.28 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffold with staged platforms and access to carry out repointing or replacement brick work.

2.9.14 Two Storey Detached - Fascias/ Soffits/ Guttering

- **PRICE REF/CODE – RP8.29 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.30 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.31 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with platform and access to work on fascia's, soffits and guttering.

2.9.15 Two Storey Detached – Roofing Works/ Tile Replacement

- **PRICE REF/CODE – RP8.32 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.33 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.34 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with a platform and access to work on the roof, for reroofing or replacing tiles.

2.9.16 Two Storey Semi-Detached/ Detached- Chimney Gable

- **PRICE REF/CODE – RP8.35 – PROVIDE SCAFFOLD- CHIMNEY GABLE**

Provision of scaffold to the gable chimney and wrap round, with staged platform and access to work on and around the chimney and flashing.

2.9.17 Two Storey Semi-Detached/ Detached - Chimney Roof

- **PRICE REF/CODE – RP8.36 – PROVIDE SCAFFOLD- CHIMNEY ROOF**

Provision of scaffolding and safe access to the central chimney and wrap round, with staged platform and access to work on and around the chimney and flashing

2.9.18 Three Storey End-Terrace/ Semi-Detached- Brickwork

- **PRICE REF/CODE – RP8.37 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.38 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.39 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffold with staged platforms and access to carry out repointing or replacement brick work.

2.9.19 Three Storey End-Terrace/ Semi-Detached - Fascias/ Soffits/ Guttering

- **PRICE REF/CODE – RP8.40 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.41 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.42 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with platform and access to work on fascia's, soffits and guttering.

2.9.20 Three Storey End-Terrace/ Semi-Detached – Roofing Works/ Tile Replacement

- **PRICE REF/CODE – RP8.43 – PROVIDE SCAFFOLD- FRONT OR BACK**
- **PRICE REF/CODE – RP8.44 – PROVIDE SCAFFOLD- GABLE END**
- **PRICE REF/CODE – RP8.45 – PROVIDE SCAFFOLD- FULL PROPERTY**

Provision of scaffolding with a platform and access to work on the roof, for reroofing or replacing tiles.

2.9.21 ERYC Scaffold Permit

- **PRICE REF/CODE – RP8.46– ERYC SCAFFOLD PERMIT**

Provision of a permit to cover all types of work, for installation of scaffold or edge protection to a pavement area.

2.9.22 Hourly Rate for Additional Works

- **PRICE REF/CODE – RP8.47– ERYC-HOUR RATE**

Hourly rate to provide changes to scaffold in-situ

2.9.23 Additional 7-day Scaffold Tag

- **PRICE REF/CODE – RP8.48 – ADDITIONAL 7-DAY SCAFFOLD TAG** – To be applied per tag
To include all relevant checks, inspections and records required after the expiry of the initial 7-day scaffold tag. All checks and inspections must be carried out by a trained and competent person and must adhere to all relevant standards and regulations. A copy of the Scaffold Inspection Register must be submitted as supporting documentation for applications for payments (see clause 2.11.1)

Please Note: This element will only be paid with prior approval from the Service Manager or relevant HMU Depot Manager

The above prices will be paid on a site-by-site basis as per the details below. The order will specify the rate to be used.

Any additional scaffolding types, for example Four Storey Buildings, quotations will be requested on an ad-hoc basis. Prices for additional items will be established in accordance with the contract and may be added to the price list for future orders.

Please Note: Detailed Risk Assessments and Method Statements must be provided upon award and must be approved prior to works commencing and produced upon inspection.

Your submitted rates must include for all items required to complete the installation including for the erection of certified scaffold or edge protection.

It is the Contractor's responsibility to provide suitable ground conditions for the scaffold to be erected i.e. the ground is clear of debris before the contractor commences work. The erection of scaffold signifies that the Contractor is satisfied that the ground is suitable for the erection of the scaffold. The Contractor must include for levelling of sole boards.

Setting out will be the responsibility of the Contractor in agreement with the Council, and on consideration of the site traffic/pedestrian management plans. Particular attention must be given to door openings, so clear access is available, the locations of loading bays/ladders/staircases and balconies., and relocate if required any TV / Satellite dishes as to not interrupt supply to the property for a lengthy period with reinstatement and testing on dismantling.

Please Note: Any damages following the erection/removal of scaffolding, i.e. damaged roof tiles, mis-aligned sky dishes etc, will be the responsibility of the contractor and must be made good at the Contractor's sole cost and expense.

The Contractor is deemed to have included within their submitted rates, for all adaptations/modifications required for the undertaking/installation of windows, bay windows, tile hanging, rendering (which must include the provision of internal guardrails), porches, chimneys etc.

Any excess equipment must be returned and stored safely in the designated storage area or alternatively removed from site at no cost to the Client. No claim will be accepted by the Council for loss or damage of equipment regardless of its location on site. The cost of moving/removing any equipment, which is left lying around the site, will be contra-charged to the Contractor, if not carried out immediately after each section of work is completed.

It is the Contractor's responsibility to provide all equipment as required. Any electrical equipment brought onto site must be battery operated or 110v and have been appropriately tested /inspected. The operatives must have received the appropriate training for the equipment being used and have relevant certification.

The Contractor must ensure that adequate provision of materials, labour and supervision is in place to keep progress with the building programme, which may fluctuate. The Contractor must liaise with the Council on a regular basis and make the necessary alterations to the progress of their works.

Any scaffold or hoarding which encroaches or projects over a public highway must have the relevant licenses applied for on behalf of the company and it is the Contractor's responsibility to make these applications and provide any licenses required prior to the commencement of the works.

2.9.24 Scaffolding Design/Ties and Bracing

- 1) Unclad scaffold elevations no more than 6m in height (working platform) can be erected as a progressive access scaffold. This maximum elevation length without ties is 10m. However, the design should include details on appropriate tying patterns and use of loading bays and ladders towers to support the main scaffold structure where the elevation exceeds 10m.
- 2) The scaffold must be tied or rakered if partial dismantling or discontinuity of any elevation is likely to take place.
- 3) If the criteria cannot be achieved, then the scaffold must be secured to the supporting structure and/or rakers installed and the method confirmed as part of the plan for the work i.e. method statement. Any ties must commence within 3m of the base of the scaffold and at least 50% of ties must be fixed to ledger braced standards.
- 4) Any tube and fitting scaffolds which do not meet the above criteria must be constructed in accordance with the design criteria detailed in TG20 and compliance sheets or designs provided.
- 5) Suitable tying patterns are defined with the latest edition of TG20, the relevant system scaffold user handbook and/or the design drawing. Ties may only ever be removed/replaced/repositioned by the contractor with any such movement recorded and incorporated within hand over certificates and design drawings as appropriate. The contractor must ensure that the removal/repositioning of ties does

- not affect the structural stability of the scaffold, this may necessitate revised design calculations.
- 6) Note: All scaffold ties must be clearly labelled with a sign supplied by the scaffold contractor see fig 1
 - 7) Ties must be evenly distributed over the scaffold (horizontally and vertically), connected to both the inside and outside standards, and as a minimum, must be fitted:
 - i. on alternate standards.
 - ii. at alternate levels with a maximum vertical level of 4m
 - iii. at the top platform level for sheeted and debris netted scaffolds.
 - 8) All concrete/masonry anchors that are used for the installation of scaffold ties must be tested in accordance with a proof load of 1.25 times the required tensile load of 6.1kN. There should be a minimum of 3 anchors tested per scaffold or 5% of total number of ties whichever is the greater.
 - 9) A standard tensile load of 6.1kN x 1.25 must be used as a minimum for anchor ties, unless a greater proof load as otherwise stated by design and wind loadings as stipulated in TG20 is required.
 - i. Standard ties are ties with a safe load in tension of 6.1kN
 - ii. Heavy duty ties are ties with a safe load in tension of 9.1kN
 - 10) Where scaffold design and stability calculations are required, these must be undertaken by a competent person. An erection, use and dismantling plan must be drawn up i.e. method statement, including design drawings of scaffold requirements. These must be submitted to the Council where required.
 - 11) System scaffold must be erected and dismantled in accordance with the manufacturers or suppliers user guide. This must be available to the scaffolders on site and any visiting inspectors. Any proposed alterations or modifications to the manufacturer's user guide should be designed by a competent person.
 - 12) Propping should not be required if proprietary fall prevention systems are used.
 - 13) Designs which are required, and are not detailed within this specification will be specific to the site i.e. pedestrian walkways, protection fans etc. These must be approved prior to the commencement of work.
 - 14) Consideration must be given to the wind loadings on scaffold. Eurocode BSEN 1991 1-4 should be used to determine wind loads and the scaffold structure designed and constructed accordingly.



Fig 1

2.9.25 Scaffold Base

- 1) All scaffold standards must be placed upon suitable base plates and sole boards, regardless of ground conditions. Note: Double sole boards are required on loading bays.
- 2) Sole boards must be:
On hard ground – 450mm x 225mm x 35mm
On soft ground – 760mm x 225mm x 35mm
- 3) Base plates and sole boards must be provided on level ground and must be able to be inspected at all times. The use of blocks and bricks as a support is not permitted.

2.9.26 Access To Working Platforms

- 1) Proprietary/Scaffold staircases must be utilised on all scaffolds of 6m in height (working platform) and above, (where other staircase access is not available e.g. internal staircases on multi storey buildings) for access to working platforms from ground level. This must include level step-off points and fall prevention where appropriate.
- 2) Where it is known that the scaffold will be 6m in height (working platform) and above, the staircase must be installed on all lifts i.e. from ground level.
- 3) It is accepted that ladder access will be required from the working platform to table lifts, (gable end) scaffolds.
- 4) Where proprietary/scaffold staircases are not erected, ladders can be utilised on scaffolds for access to working platforms. The maximum height to a working/intermediate platform is **4m** (max 5m ladder length) and the ladders.
- 5) If external ladders are provided for access these must be parallel to the façade where practicable and must benefit from a self-closing gate at the entry point to the working platform. Table lifts are exempt from having a gate.
- 6) If internal ladders are provided, the access points through the working platform must be designed as such to prevent unprotected openings. Where openings are unavoidable these should be protected with a hatch or other appropriate means of preventing falls through the access point. Where a ladder protrudes through a working platform, the remaining width of the platform must be at least 450mm (two boards) x 600mm long maximum.

2.9.27 Working Platforms

- 1) All scaffolds must be set out so that working platforms are close boarded and where reasonably practicable there are no excessive gaps.
- 2) The standard configuration for a homebuilding scaffold is class 3 general purpose scaffold or will be in accordance with the system scaffold manufacturer's guide.
- 3) All working platforms or access points must benefit from appropriate edge protection, which includes (note: this does not include kicker/blocker lifts up to a height of 500m) Top guardrail, which must not be fixed at a height less than 950mm and secured to every standard with load bearing couplers. A mid/intermediate rail, so that the gap between it and other means of protection does not exceed 470mm and secured to every standard with load bearing couplers. Toe boards, which must be suitable and sufficient to prevent the fall of any person, any material or object. In all cases toe boards must be a minimum of 150mm in height from the working platform, secured to all standards with a minimum of two fixings to each toe board to prevent any movement.

- 4) Working platforms must be set as close as practicable to the structure and should be set no more than 100mm from the structure unless rendering or other work is required.
- 5) Internal guardrails on tube and fitting scaffold:
 - i. Where internal service gaps in excess of 225mm, but no more than 400mm are present between the working platform and structure (including at door or window openings) then single guardrails must be installed on the inside standards and any work within the handrail be controlled by appropriate safe systems of work, supervision and training (depending on the service gap).
- 6) Internal guardrails on system scaffold:
 - i. Where possible all handrails should remain in place and rough-casting etc should be undertaken from behind the guardrails
 - ii. Scaffolding guardrails can be removed and replaced by a scaffolder (or other trained operatives) for rough-casting operations where gaps are up to but not exceeding 225mm
 - iii. where neither of the above methods are possible then reducing the hop-up by one board is acceptable, provided that there is another set of hop-ups on the lug directly below, closing the potential fall from height
- 7) Guardrails, or similar protection (secured scaffold boards), must be provided at all locations where there is a gap which exceeds 225mm and persons are likely to fall from working platforms through windows and/or door openings in the structure.
- 8) Brick guards must be provided by the Contractor on all working lifts which are secured to the guardrails and their lateral movement prevented. They must be capable of supporting the weight of any materials liable to fall against them. This can be achieved by a proprietary guardrail/toe board system if this is deemed appropriate. (Note: from 1 January 2016, these must be heavy duty plastic or plastic coated metal, and self-securing).
- 9) The maximum distance from the top of the fascia board to the working platform for access and fall protection for roofers is 450mm. The width of the platform (from the outer edge of eaves or roof overhang) should be a min of 600mm. On roofs with pitches of 45 degrees or more the platform width may need to be either increased (eg. 5 boards extending beyond the eaves overhang) or alternatively additional guardrails installed on the external edge of the working platform with no gaps in excess of 470mm between any guardrails or as per current regulatory standards.
- 10) The external working platform provided for access and fall protection should be set as close as reasonably practicable to the height operatives will be working (and this should not be more than 900mm i.e. below the top of floor joists etc). Where this cannot be achieved and at the instruction of the Council, additional guardrails may be required around the perimeter of the work location. A hop/step up must be provided by the Contractor to enable access from a working platform to a work location.
- 11) Any internal fall prevention measures adopted must, where reasonably practicable, be provided prior to the erection of the external scaffold lifts.
- 12) The top of internal standards should be flush with any working platform but, where this is not possible they must protrude a minimum of 1m, and the top of the tubes protected with appropriate caps. Standards must not be left protruding through birdcage scaffolds. The platforms must be free of tripping hazards.
- 13) Working platforms must be a minimum of 600mm wide where practicable.
- 14) Working platforms between gable ends of standard house types (up to 2.5 storeys) may be constructed using putlog up to a maximum width of 900mm, however the platform should be supported with centre standard erected from ground level. Putlogs must not be used in any other circumstances.

- 15) Internal platforms (hop-ups) must be protected with appropriate guardrails and toe boards. The inner platform may be raised or lowered by a maximum of 500mm. A maximum of one inner platform may be raised or lowered per elevation of scaffolding. At the ends of working platforms where hop-ups are used, additional guardrails will be needed to prevent falls from the end of the working platform or hop-up, if the hop-up is raised or lowered above the main working platform.

2.9.28 Scaffold Boards

- 1) All Scaffold boards must be free of defects. All boards must be banded at both ends
- 2) Boards for use in system scaffolds must conform to the manufacturer's instructions
- 3) Boards for tube and fitting scaffolds must be graded to BS 2482. They must be 38mm x 225mm and end bands must be fixed using nails or staples along the side or edge of the board and teeth, staples or nails may be used to secure the ends
- 4) Knots or knot clusters on the face of any board shall not exceed 1/3rd the board width at any cross section. Knots on both edges of the boards shall not exceed 28mm and there shall be at least 150mm of clear timber along the board length between knots
- 5) Any board that has a split that is more than 12mm deep and 225mm in length must not be used. Splits of less than 225mm may be repaired using nail plates.
Note: Splits running across the face of a board are not permitted
- 6) Short boards (less than 2.14 metres long) must be secured to prevent displacement
- 7) Other than at returns of scaffolds, lapped boards must be avoided as far as reasonably practicable
- 8) The scaffold boards on the internal edge of the working platform must be secured to prevent them becoming dislodged at a minimum of two points along the length of the board

2.9.29 Handover Of Completed Structures / Inspection

- 1) A handover certificate must be provided every time a scaffold is erected, altered or modified. The structure is not deemed satisfactory until a competent person (this must be someone independent of who has undertaken the erection) has carried out an inspection and completed the statutory register. Hire will not commence until an inspection is completed and recorded in the register, and not on receipt of the handover certificate. Electronic handover certificates are also accepted and can be sent to ERYC depots direct.
- 2) Handover certificates must refer to relevant drawings, permitted working platform loadings and any specific restrictions on use.

2.10 OBJECTIVE 9 – MISCELLANEOUS RATES

The contractor is required to carry out miscellaneous works in accordance with this specification and ensure properties are fit for occupation, safe and compliant with all relevant legislation and guidelines. All required works must be carried out to a high standard of quality and workmanship, by qualified/time served trades people, ensuring minimal disruption and timely completion.

These works could be ordered under any priority grading however, it is expected that the majority of orders under this objective will be C and D response times.

2.10.1 Specialist Works

The Successful Supplier may be instructed to carry out additional works within occupied properties. These works must be carried out by an ERYC accepted Specialist Subcontractor. The Client will instruct the contractor to employ the sub-contractor to undertake the required works. Evidence of sub-contractor's experience, qualifications and trade organisations should be provided with any quotations as requested.

Works may include but are not limited to:

2.10.2 Cavity Wall Survey/Endoscope Test

The Successful Supplier may be instructed to carry out Cavity wall surveys within occupied properties. These tests must be carried out by an ERYC accepted Specialist Subcontractor who comply with the following:

- Cavity Insulation Guarantee Agency (CIGA) Registration
- National Insulation Association (NIA) Membership
- PAS 2035 Complaint - Energy Efficiency for Retrofit Dwellings

Visual inspections are to be carried to the property exterior as well as the interior where appropriate, to identify any issues and to confirm the presence of cavity walls. The contractor is to drill small, discrete holes into the mortar joints between bricks or stones where an endoscope or equivalent is inserted enabling the contractor to visually inspect the condition of the wall ties and the cavity. The contractor is required to document their findings, including any photographic or video evidence from the endoscope test including the condition of the wall ties, insulation and any potential issues. Further instructions and images will be provided to the Successful Supplier.

After the inspection, the contractor is to fill the inspection holes and compile a detailed pdf report of the findings and provide it to the relevant Housing Maintenance Officer. An example report will be provided in the Pre-Start Pack upon successful award.

The contractor will be required to provide the following information within the report:

- HMU/Active H no.
- Address/Postcode
- Date of Survey
- Front Cavity width
- Rear Cavity width
- Right Cavity width
- Left Cavity width
- Status (filled/part filled)
- Existing Insulation (membrane/white wool/rockwool etc.)

- Extraction Required (Yes/No)
- Reason for Requiring Extraction
- DPC Failed (Yes/No)
- DPC Breached (Yes/No)
- Rubble Clearance (Yes/No)
- Pointing (Yes/No)
- Brick Faces (Yes/No)
- Brick Snots (Yes/No)
- Services in Cavity (Yes/No)
- Ventilation (Yes/No)
- Guttering/Downpipe Leaks (Yes/No)
- Deleterious Material (Yes/No)
- Obstructions (Yes/No)
- Extraction Fans in Kitchen/Bathroom
- Any additional guidance note

All reports must be made available to the client and be accessible, preferably via a live portal where all survey data can be viewed and downloaded onto the client's own database.

Please Note: The Successful Supplier may be asked in the future, to provide reports relating to this particular element of the contract via the Active H System (see clause 2.1.47).

The below rate should cover the carrying out of all required works as directed:

- **PRICE REF/CODE RP9.01 – MISCELLANEOUS – CAVITY WALL SURVEY/ENDOSCOPE TEST** - To be applied per test.

2.10.3 Loft Insulation

The Successful Supplier may be instructed to perform checks on loft insulation in both houses and blocks of flats. Loft access in blocks of flats is usually located in the top floor flat or the communal area but there may be some exceptions to this. Photographs or videos are required as evidence of these checks and will be used to determine if the following works are necessary:

2.10.3.1 Replace or 'Top Up' Loft Insulation (Section of Loft Space)

Using safe access equipment, transfer materials safely through the property and into the loft. For part replacement or insulation 'top up', check depth and placement before installing additional insulation where required to achieve a uniform depth of 300mm throughout the loft space. Ensure the new insulation is evenly distributed and maintains ventilation paths at the eaves (and/or ridge, if present). Verify that the insulation levels are adequate at a minimum depth of 300mm, correctly installed, and that the roof void is correctly ventilated. Leave any required warning notices as per regulations. (Further instructions and images will be provided in the Pre-Start Pack upon successful award will be provided to the Successful Supplier).

- **PRICE REF/CODE RP9.02 - MISCELLANEOUS – REPLACE/TOP UP SECTION OF LOFT INSULATION** - To be applied per metre sq. of insulation installed (up to 300mm depth)

2.10.3.2 Fit Loft Insulation (Full Loft Space)

Using safe access equipment, transfer materials safely through the property and into the loft. Ensure all debris and previous insulation/contents are removed from the void and that the ceiling joist areas are clean and dry. Install insulation throughout the entire loft space according to the provided instructions, ensuring a uniform, minimum depth of 300mm. Make sure the insulation is evenly distributed and maintains ventilation paths at the eaves (and/or ridge, if present). Verify that the insulation levels are adequate at a minimum depth of 300mm, correctly installed, and that the roof void is correctly ventilated. Leave any required warning notices as per regulations. (Further instructions and images will be provided in the Pre-Start Pack upon successful award will be provided to the Successful Supplier).

- **PRICE REF/CODE RP9.03 - MISCELLANEOUS – FIT LOFT INSULATION TO FULL LOFT SPACE** - To be applied per metre sq. of insulation installed (up to 300mm depth)

Once the checks or works have been completed, a combination padlock should be placed on the loft access of any communal loft space if one is not already in place. The code set for this padlock should then be provided to the relevant Housing Maintenance Officer.

2.10.4 External Underground Pipes/Stop Taps

The Successful Supplier may be instructed to dig out, repair or replace leaking underground pipes and/or stop taps within occupied properties. These works must be carried out by an ERYC accepted Specialist Subcontractor who comply with the following:

- The Water Industry Approved Plumbers' Scheme (WIAPS) Registered Company
- The Water Industry Approved Plumbers' Scheme (WIAPS) Approved Groundworker or Plumber
- Water Safe Approved Plumber

Inspect the underground pipes and identify the exact location and extent of the damage. Develop a detailed plan for the repair or replacement, considering factors such as pipe material, soil conditions, and the presence of other utilities. Clearly mark the area where excavation will take place to avoid damaging other underground utilities. Carefully excavate the soil around the damaged pipe using appropriate tools and machinery. If the damage is minor, repair the pipe using suitable materials such as pipe clamps, epoxy, or other sealing compounds. For extensive damage, remove the damaged section and replace it with a new pipe. Ensure the new pipe matches the existing system in terms of material and diameter. Turn off the water supply and remove the old stop tap. Install the new stop tap, ensuring it is securely connected to the pipe and properly aligned. Turn the water supply back on and test the repaired or replaced section for leaks and proper functionality. Once the repair or replacement is confirmed to be successful, backfill the excavation site with soil, compacting it in layers to prevent future settling. Restore the surface to its original condition, whether it involves replacing pavement, grass, or other landscaping elements.

When responding to works for Underground pipes and Stop Taps, the following rates will be used:

- **PRICE REF/CODE RP9.04 - MISCELLANEOUS – UNDERGROUND PIPE/STOP TAP – TEAM ATTENDANCE HOURLY RATE** - To be applied per hour.

The above price shall include for a Specialist Works Team to attend site and complete all necessary works required to replace an underground pipe and/or stop tap.

- **PRICE REF/CODE RP9.05 - MISCELLANEOUS – WITHIN NORMAL WORKING HOURS - UNDERGROUND PIPE/STOP TAP HOURLY RATE** - To be applied per hour.

A Specialist Operative is required to attend site within normal working hours to complete all necessary works required to repair an underground pipe and/or stop tap.

- **PRICE REF/CODE RP9.06 - MISCELLANEOUS – OUT OF HOURS - UNDERGROUND PIPE/STOP TAP HOURLY RATE** - To be applied per hour.

A Specialist Operative is required to attend site outside of normal working hours to complete all necessary works required to repair an underground pipe and/or stop tap.

2.10.5 DPC Injection Works

Undertake remedial damp proofing works to base of all ground floor external walls, internal walls, chimney breast projection and party walls (Unless specified that only certain walls are to be treated). Installation is to be carried out to BS 6576. The works to include provision of GPT insurance backed guarantee for 20 years. The contractor should include for anti-sulphate treatment & waterproof slurry coat prior to reinstatement of two coat plaster finish with skim plaster finish feathered out to provide smooth transition into existing wall plaster above.

- **PRICE REF/CODE RP9.07 – MISCELLANEOUS - DPC INJECTION WORKS** - To be applied per metre sq.

These works must be carried out by an ERYC accepted Specialist Subcontractor who comply with the following:

- British Wood Preserving and Damp-proofing Association (BWPDA) Approved Contractor

2.10.6 Provision of Skips

As per clause 2.1.27, the Contractor may be asked to provide a skip to remove waste. Photos are required to evidence where a skip permit is required and to show the amount of waste removed including, if multiple skips are required (see clause 2.13.7). The successful supplier must seek prior approval from the relevant HMO Depot Manager for multiple skips. The contractor or skip provider is required to hold a valid waste carrier's licence.

Provide rates for standard, mixed waste skips:

- **PRICE REF/CODE RP9.08 – MISCELLANEOUS – 4 YARD SKIP** - To be applied per skip.
- **PRICE REF/CODE RP9.09 – MISCELLANEOUS – 6 YARD SKIP** - To be applied per skip.
- **PRICE REF/CODE RP9.10 – MISCELLANEOUS – 8 YARD SKIP** - To be applied per skip.

2.10.7 Skip Permits

To place a skip on a public road, you must obtain a skip permit with a 14-day duration and provide safety lights, cones or markings where necessary. Permits are issued for a limited time so make sure to check the specific duration allowed. Adhering to skip permit regulations set out in <https://www.gov.uk/find-licences/skip-operator-licence> is the responsibility of the contractor.

- **PRICE REF/CODE RP9.11 – SKIP PERMIT (UP TO 14 DAYS)** - To be applied per permit

It is the Contractors responsibility to ensure that the skip does not obstruct pathways or cause safety issues for others and can be accessed easily by the collection vehicle. Skips must be kept away from hazards, like low-hanging branches or power lines.

2.10.8 Damp and Mould Inspections

To undertake damp and mould inspections within 10 working days. Using ERYC document, inspections will include the identification of moisture sources, assess the fabric of the building, measure humidity, record the presence of mould, confirm the presence and use of trickle vents and adequate ventilation to kitchens and bathrooms (as per ERYC specifications) and identify potential vulnerabilities within the property.

Inspections should advise the best course of action and repair, following the health and safety rating system (HHSRS), to ascertain the level of severity, including a detailed report.

Operatives carrying out Damp and Mould inspections must be housing health and safety rating system (HHSRS) trained in Category 1 & 2 hazards and have a minimum of 5 years' experience in this field.

- **PRICE REF/CODE RP9.12 - MISCELLANEOUS – DAMP AND MOULD INSPECTION** - To be applied per inspection

2.11 PRICES AND PAYMENTS - GENERAL

2.11.1 Application for Payment

All requests for payments must be correlated to the unique Works Order and Job number identifying the work/service carried out.

The Contractor shall provide an invoice as application for payment, stating: -

- Name of Contractor
- Address of Contractor
- Company VAT registration number
- Date of Invoice
- Unique reference number (invoice Number)
- HMU Job Number
- Full and detailed description of works carried out
- Full address of works carried out including post code
- Name of attending contractors' personnel
- Date and time of receipt of work order
- Date and time of arrival at site
- Date and time of completion
- Details of any further action required
- Cost of each item
- Total of invoice (excluding VAT)
- VAT amount
- Total of invoice (including VAT)

Or;

- A complete 'No Access' pack (see clause 2.1.15)

Payment will only be made for completed works and must be billed half-hourly.

All invoices received must be in the name of the successful supplier in which the Client has entered into a contract with and not an entity or parent company etc. Any invoices received stating the name that differs from the successful supplier will be returned unpaid.

2.11.2 Supporting Information

In order to make an application for payment the contractor must have undertaken the work as specified within the invoice and provided the necessary evidence and documentation as detailed below: -

- A copy of work order/job card
- Photographs to show site prior to works commencing
- Photographs of completed works
- Photographs of filled skip(s)
- Copy of ERYC Stores delivery note
- Copy of invoice or receipt for any cost-effective repair purchases (see clause 2.1.25)
- Any invoices for materials, receipts, skip permits etc.
- A copy of the Scaffold Handover Certificate where applicable
- Photographs of completed Scaffold Tags where applicable

- Copy of invoice from Specialist Subcontractor
- Signature of tenant confirming attendance at site
- Legal Disrepair completion document (see clause 2.1.39)

The Contractor will apply for payment prior to the assessment dates, which will be mutually agreed between the Client and the Contractor. One application per order per job will be the norm for this contract, submission of an invoice will be classed as your application for payment in this instance and sign off by relevant Council officers as the assessment prior to being authorised for payment.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.11.3 Outstanding Invoice Statement

An outstanding invoice statement should be sent on the 1st of every month detailing all outstanding applications for payment submitted and the current status of each application whether paid or still outstanding from the previous period. This should be in the format of an Excel spreadsheet.

Please Note: The Successful Supplier may be asked in the future, to provide this particular element of the contract via the Active H System (see clause 2.1.47).

2.11.4 The Price List and Schedule of Estimated Quantities

The Price List must be completed in full, and the required prices and percentages inserted in the correct sections. The quantities and amounts in the Schedule are estimated and for Tender comparison purposes only. The Client gives no guarantee as to the value and extent of the work that may be issued under the Contract.

2.11.5 Minimum Charge Time

The Client will not expect Contractors to charge less than half an hour against a Work Order, which has been satisfactorily completed.

For Work Orders taking longer than half an hour the Contractor's time shall be indicated accurately to within a half of an hour.

2.11.6 Prices

The Price List must be current and fixed at the commencement of the Contract Period and will apply to all work carried out up to the first adjustment as set out in the contract data under secondary option X1. Work carried out after this date will be valued at the Price List with an adjustment for fluctuations as described in Contract Data Part 1.

All preliminary costs and the *fee percentage* must be included in the Price List and not allocated as separate lump sum amounts against individual items in the specification.

Additions and omissions to the Price List will be based on prices indicated for similar works/services or, if not applicable, by agreement in accordance with the contract.

Prices submitted in the price list shall be fully inclusive of all costs necessary for the provision of the service in accordance with the Contract or reasonably implied.

Prices inserted by the Contractor are to be inclusive of but not limited to the following:

- a) Receiving and returning Work Orders. Gaining access and ascertaining and undertaking the work required
- b) Inspection, valuation and invoicing of the works
- c) Fully inclusive labour costs, including guaranteed minimum earnings, any other guaranteed minimum payments, extra payments in respect of supervision, productivity, skills, responsibility, discomfort, inconvenience, risk, tools, travelling time, travelling costs, employers costs, employers contributions and any other overheads and profit
- d) All costs associated with apprenticeships/ training
- e) Materials including any associated costs in connection with collection, delivery, packaging etc. to council premises
- f) Collection of materials from Council stores or suppliers
- g) Small items of equipment, ladders and tools (picks, shovels, drills, buckets, trestles and items of a like nature) including fuel and consumables (blades, drill bits etc.)
- h) Disposal of waste and any material arising
- i) Protective clothing and safety equipment
- j) Consumables, cleaning materials etc.
- k) Compliance with all relevant statutory requirements
- l) Meeting all its obligations under this contract
- m) Insurances
- n) Health and Safety
- o) Provision and use of IT equipment
- p) Setting up and maintenance of data bases, fax facilities, files and records
- q) Mobile communications
- r) Managerial and administrative costs, overheads and profit

2.11.7 Transport

The Contractor will provide a vehicle equipped with the necessary tools and equipment with standard spares, materials and consumables suitable for the works to be carried out and the potential requirements of the particular premises. The charge for the support vehicle will be included in the rates for the provision of the service.

2.11.8 Plant and Materials

Plant and materials are defined under the NEC4 form of contract as 'items intended to be used in the affected property', such as basic construction material materials. Excess materials shall be disposed of as directed by the Service Manager.

2.11.9 Equipment

Equipment is defined under the NEC4 form of contract as 'items provided and used by the Contractor to provide the service and which the scope does not require the Contractor to include in the affected property', for example, hand tools.

2.11.10 Hired Equipment

Payment for items of equipment that have been hired by the Contractor from a third party will be paid at the net cost to the Contractor after deduction of all discounts and V.A.T. plus the fee percentage stated in Part Two of the Contract Data and will include for the cost to the Contractor of fuel, administration, overheads and profit.

All requests for payment for third party hired equipment must be supported by a valid invoice issued by the supplier of the equipment to the Contractor.

2.11.11 Payment for equipment will be limited to those items of equipment hired by the Contractor and agreed by the Client to be additional to those that could reasonably be expected to be included within the prices prior to any works commencing.

2.11.12 Subcontractors

Where a subcontractor carries out work that the Client deems to be a part of the normal scope of the work to be provided under this Agreement then the Contractor shall be paid for that work as if the work were carried out by the Contractor's own personnel at the rates and percentages stated in this Agreement.

2.11.13 Direct Fee Percentage

The Fee includes all costs the Contractor may incur that are not included in Defined Cost (such as equipment, plant or specialist subcontractor costs), which may include its overheads, profit, insurance premiums and any allowance for its risks (e.g. Disallowed Cost). This figure is to be entered into the pricing schedule and Contract Data Part 2. Estimates relating to the value of plant, materials etc has been included within the pricing schedule as a provisional sum.

2.11.14 CECA Equipment Adjustment Percentage

Where additional equipment is required and no suitable rate exists within the pricing schedule, rates using the latest edition of the list published by The Civil Engineering Contractors Association (CECA Schedules of Dayworks Carried out Incidental to Work) will be used. This figure is to be entered into the pricing schedule and Contract Data Part 2. The rates for equipment are net of overheads and profit. The percentage adjustment entered by the Contractor is therefore expected to be a negative figure.

VOLUME 2 PART 3

3 AFFECTED PROPERTY

3.1 The Area

East Riding of Yorkshire Council is one of the largest unitary councils by area in the country, covering an area of 930 square miles and having a population of 341,000. The district extends from just north of Bridlington across to Stamford Bridge in the northwest and south bordering York and Selby, meeting Doncaster district in the southwest and then east to the Humber estuary. 53 miles of North Sea coastline form its eastern boundary. The main centres of population are in Beverley, Bridlington, Driffeld, Goole, Pocklington and numerous rural villages. Further information can be obtained from www.eastriding.gov.uk

The Council maintains approximately 12,000 homes with more properties being added on a regular basis; works and services can be required anywhere within the Council's geographical area. Some works may also be carried out in private domestic properties.

3.2 Property Types

The Property Schedule is shown in **Appendix 3**.

The East Riding of Yorkshire Council's housing stock is managed via three operational depots;

- Lot 1 (East) - Carnaby Depot
- Lot 2 (North) - Beverley Depot
- Lot 3 (West) - Goole Depot

Details relating to individual properties would be provided as required to fulfil a task order.

3.3 Area Map

A map of the affected areas is included in **Appendix 2**.

- Lot 1 – North Area
- Lot 2 – East Area
- Lot 3 – West Area

If successful, tenderers will only be awarded a maximum of one Lot.

VOLUME 1 PART 4

HEALTH AND SAFETY

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4 HEALTH & SAFETY INFORMATION

Construction (Design and Management) Regulations 2015

The construction period for this work (to individual zones) is less than 30 working days and less than 20 workers working simultaneously at any one point or 500 person days; However, collectively due to the duration of the contract and anticipated quantities of work/services ordered through the contract, the overall contract duration will run over 30 days and less than 20 workers working simultaneously at any one point or 500 person days; therefore, it has been provisionally assessed that the job is not notifiable under the CDM Regulations and allowance should be made to that effect with his tender. The Contractor shall be deemed to have made full allowance for the costs associated with the development of, and compliance with the Construction Phase Plan and to have accepted responsibility as the Principal Contractor.

The detailed Construction Phase Plan must be submitted to the Client not less than four weeks before the proposed date of the start of construction work. Construction work will not start until the Client has confirmed in writing that the procedures and arrangements contained in the Construction Phase Plan are suitable and sufficient for construction work to begin. The Contractor is required to develop the pre tender health & safety information that has been provided in the tender documents.

A Health and Safety file is not required for each individual location, but a combined Health and Safety for all locations will be required.

Health & Safety - General requirements

It is the responsibility of the Contractor to ensure that all-current Health & Safety legislation is complied with whilst undertaking any works for East Riding of Yorkshire Council.

The Principal Contractor will be responsible for the incorporation and co-ordination of any other persons who engage in activities on their behalf, that they are competent to carry out those activities, and ensure of their compliance with current Health and Safety legislation.

For further details and guidance on Health & Safety matters contact can be made with the Health and Safety Executive at:-

HSE (Health and Safety Executive)
Construction Division
Woodlands
Manton Lane
Manton Lane Industrial Estate
Bedford
MK41 7LW



**Pre-Scope Information for
Term Service Contract for Reactive Repairs to Occupied Council
Housing (Lotted Contract)**

Project No: CM179a

Client:

East Riding of Yorkshire Council
County Hall
Beverley
HU17 9BA

Contract Administrator:

Housing Maintenance Unit
Communities & Environment
East Riding of Yorkshire Council
Beverley Depot
Annie Reed Road
Beverley
HU17 0LF

Project Team

Service Manager:

Geoffrey Mann

Contract Dates

As stated in the Contract

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4.1 Description of Project

4.1.1 Brief outline of project

Term Service Contract for Reactive Repairs to Occupied Council Housing (Lotted Contract)

4.1.2 Existing Information:

All properties are in residential surroundings which are accessed from public highways. Properties however may not have direct vehicular access to the position of the door and can be accessed by foot only.

Some information is available such as asbestos, gas safety, electrical condition reports. This information will be provided as required and where available.

4.2 Client considerations and management

4.2.1 Site Contact

To be advised on each individually issued order.

4.2.2 Site organisation:

The existing buildings are located in the territory within or adjoining the Council's area or adjoining the Humber Estuary therefore the Contractor must liaise with the Service Manager or relevant HMU Depot Manager to obtain relevant Health and Safety information regarding the occupiers of the building, e.g. fire drill, alarms, etc. and must familiarise themselves with the existing dynamic environment and carry out a dynamic risk assessment.

The Contractor must liaise with the Service Manager or relevant HMU Depot Manager on procedures to be followed when working in occupied premises. Consideration should be given to people's curiosity and their lack of awareness of the hazards involved in the work including persons who may be disabled.

Due to the variation of size, type and locations of the site, consideration must be given to the vehicle size and times of attendance. Protection of the employees, general public (including children) must be carefully considered throughout each visit.

Access and egress to the site must be maintained at all times for safe and efficient use by the emergency services.

4.2.3 Safety Goals:

The client's goal is to complete this project without any RIDDOR reportable injuries or ill-health.

4.2.4 Emergency Procedures:

In the event of an emergency the operative shall follow the site-specific emergency procedures.

In the event of an emergency caused as a result of the operative's work. The operative shall alert the site staff as to the nature of the emergency and where appropriate, the action to be taken.

4.2.5 Site Rules:

The Client has the following specific site rules:

The Contractor must wear an identification badge as approved by the Service Manager or relevant HMU Depot Manager. The badge must be clearly displayed at all times and include the following information:

1. The wearer's name
2. A photograph of the wearer
3. The name of the Contractor
4. Contractor's contact telephone number.

The Contractor must abide by current government/ Client guidance and legislation relating to Covid 19, including vaccine requirements, face coverings, site procedures, complying with building manager requirements etc.

Areas where work is taking place must not be left unattended unless all tools, materials, equipment etc. have been removed or placed in a safe position or access to the area by occupants has been prevented, by agreement.

The Contractor shall allow for appropriate warning signs / barriers to be in place during the execution of the works.

The Council operates a No Smoking Policy at all sites. Smoking within Council premises or any housing is not permitted (including electronic cigarettes).

First Aid provisions must be made available at all times.

Appropriate Personal Protective Equipment must be worn at all times. Appropriate task specific Personal Protective Equipment & Respiratory Protective Equipment must be worn for the respective tasks.

The Control of Noise at Work Regulations (the Noise Regulations), shall be adhered to at all times.

The Control of Vibration at Work Regulations shall be adhered to at all times.

All work equipment, including electrical, must be well maintained and periodically checked.

Appropriate disposal of Waste shall be in accordance with the EU Waste Framework, Electrical and Electronic Equipment (including WEEE and ROHS Directives), Waste Oil Directive, Packaging & packaging waste and the packaging waste regulations, Landfill Directive, Batteries Directive, and Environmental Protection Act.

The Council operates a hot work permit system for hot works to be carried out by an operative. The Premise Manager shall issue the permit prior to any hot works being carried out.

All excavation works will require a written risk assessment and method statement from the Contractor which shall be forwarded to the Service Manager before commencement of work. An excavation permit must be in operation before any persons commence an excavation. Excavation work should not start until steps have been taken to identify and prevent any risk of injury arising from underground services.

All Work at Height shall be in accordance with The Work at Height Regulations. Contractors will adhere strictly to the relevant statutory requirements applicable to scaffolding and safe means of access

All work in confined spaces will require a written method statement from the Contractor which shall be forwarded to the Service Manager before commencement of work. A written permit to work system must be in operation before any person enters any confined space as designated by the Council Representative, in accordance with the Confined Spaces Regulations.

All Contractors will maintain a high standard of housekeeping and carry out their work in a clean and orderly manner

The Contractor must comply with the Control of Substances Hazardous to Health Regulations (COSHH).

Where the successful Contractor uses Subcontractors and/ or Self-Employed Persons, it will be the Contractors responsibility to ensure that they comply with all relevant Health and Safety Regulations and other requirements of the contract as set out in NEC4 Clause 24.1.

On or near School sites the Contractor shall avoid, where possible, access or egress during periods when pupils are arriving or leaving the site

4.2.6 Specialist Consultants:

Not required.

4.2.7 Other Activities:

Occasionally sites may be under the control of another Contractor, on these occasions the Contractor may be required to follow the site rules of the principal Contractor for the site.

4.2.8 Liaison:

All accidents, incidents, near misses and Health and Safety issues regarding shall be reported to the Premise/ Site Manager.

4.2.9 Security:

Security must be maintained at all times, and no actions shall be taken that will compromise security.

4.3 Environmental restrictions and existing on-site risks:

These are site specific and are generally covered in the site rules section.

4.4 Significant risks

4.4.1 Control Measures:

The Contractor will carry out a risk assessment for each site, with record to be made available to allow follow up personnel to be made aware of the significant risks.

The Contractor shall use competent persons for the execution of the works. Where trainees are being used these shall be under the direct supervision of a competent person.

The Contactor is required to attend a series of progress meetings with the Service Manager or HMU representative Manager throughout the year on a regular basis as described in the contract documentation to ensure compliance with the Contract Plan. Health and Safety issues will be discussed at these meetings.

4.4.2 Materials requiring particular precautions

- Carbon Dioxide
- Water
- Oil
- Water Borne Bacteria
- Asbestos
- Electricity
- Gas
- Batteries
- Dust/Debris
- Lead based paints
- Mould/Fungus
- Biohazardous Waste
- Machinery/Moving Parts
- Lifting and Handling
- Working at Height
- Vehicles
- Wild Animals
- Domestic Animals
- Drug Paraphernalia
- Vermin/Rodents/Birds
- Pests/Termites/Insects

VOLUME 1 PART 5

KEY PERFORMANCE INDICATORS

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5 KEY PERFORMANCE INDICATORS

5.1 Key Performance Indicators

The Council has adopted the use of Key Performance Indicators and it is intended that the following will be measured during the course of this contract. The Client may introduce additional Key Performance Indicators during the term of the Contract. Failure to achieve targets may result in termination of the Contract and/ or the application of low service damages (see clause 5.5).

5.2 Assessment Periods

Interim reviews of the Contractor's performance will be made at Quarterly Meeting for quarters 1, 2 & 3 of each contract year. An annual review will be conducted at the Quarterly Meeting for quarter 4 which will incorporate the records of the weekly Reports, Quarterly Reports and Questionnaires completed by the Service Manager, HMU representative or client and reports made by the Client.

5.3 Performance Monitoring of the Contract

The performance of the Contractor will be monitored against the three overall performance aspects, Time, Cost, and Quality, which are linked to the following contractual requirements:

Time

1. Attendance within required response times – Reactive Repairs
2. Turnaround within required Timeframes – Legal Disrepairs

Cost

1. Accuracy of quotations submitted
2. Number of Applications for Payment requiring reissue.
3. Number of Applications for Payment missing supporting documentation

Quality

1. Results of self-audits
2. Result of Client audits
3. Defects identified
4. Quality of reports/ other documentation
5. Customer satisfaction
6. Tenant satisfaction
7. Complaints

Some of the above aspects have a minimum requirement that is expected to be achieved within the first year of the Contract, with year-on-year improvement. See Appendix 1 for specific minimum requirements relating to this contract.

The above overall Performance Indicators may also be uploaded to the Find a Tender Service as evidence of your performance for this contract.

5.4 Accidents and Incidents

The Contract is also required to submit records of accidents and incidents at each review Meeting.

5.5 Low Services Damages (X17)

Should the Contractor fail to achieve the prescribed performance level for any KPI the Client reserves the right to deduct the Contractor 'Low Service Damages' in the form of charges for abortive time of ERYC personnel incurred by each failure, or other such sums as stated in Appendix 1.

VOLUME 1 PART 6

6 APPENDICES

Contents

Appendix 1 Low Service Damages

Appendix 2 Area Map

Appendix 3 Property Schedule

Appendix 4 ERYC Lettable Standard (Draft Version)

APPENDIX 1 – LOW SERVICE DAMAGES

Number of jobs not complying with stipulated minimum requirements as shown below will be charged at £80.00 per job.

Attendance within Required Response Times – Reactive Repairs

Amount	Performance Level
£80.00 per job	For more than 05 failed attendances in Year 1
£80.00 per job	For more than 04 failed attendances in Year 2
£80.00 per job	For more than 03 failed attendances in Year 3

Turnaround within Required Timeframes – Legal Disrepairs

Amount	Performance Level
£80.00 per job	For more than 05 failed turnarounds in Year 1
£80.00 per job	For more than 04 failed turnarounds in Year 2
£80.00 per job	For more than 03 failed turnarounds in Year 3

Customer Satisfaction Surveys

Amount	Performance Level
£80.00 per job	Below 80% positive responses achieved in Year 1
£80.00 per job	Below 85% positive responses achieved in Year 2
£80.00 per job	Below 90% positive responses achieved in Year 3

Resident Complaints

Amount	Performance Level
£80.00 per job	For more than 04 complaints per annum in Year 1
£80.00 per job	For more than 03 complaints per annum in Year 2
£80.00 per job	For more than 02 complaints per annum in Year 3

Defects

Amount	Performance Level
£80.00 per job	For more than 05 defects requiring reattendance per annum in Year 1
£80.00 per job	For more than 04 defects requiring reattendance per annum in Year 2
£80.00 per job	For more than 03 defects requiring reattendance per annum in Year 3

Application for Payment

Amount	Performance Level
£80.00 per payment application	For more than 05 errors occurring per quarter in Year 1*
£80.00 per payment application	For more than 04 errors occurring per quarter in Year 2*
£80.00 per payment application	For more than 02 errors occurring per quarter in Year 3*

* Errors occurring refers to any payment application that requires re-issuing, providing this is not an ERYC fault

Accurate Information (required documentation) with Applications for Payment

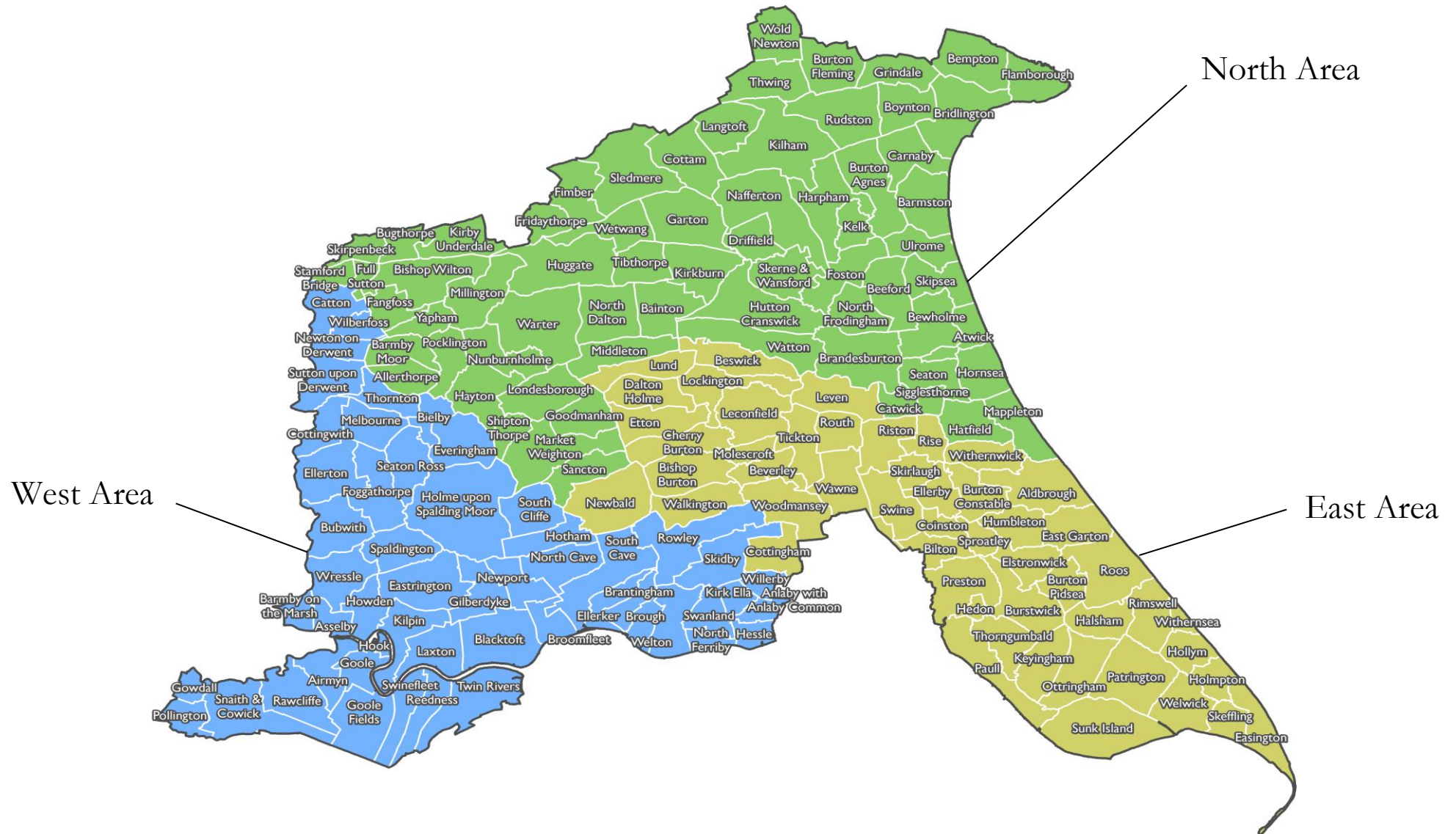
Amount	Performance Level
£80.00 per payment application	For more than 05 incorrect or missing documents per quarter in Year 1
£80.00 per payment application	For more than 04 incorrect or missing documents per quarter in Year 2
£80.00 per payment application	For more than 03 incorrect or missing documents per quarter in Year 3

Notes:

Should the contract extend into Years 4, 5 and 6, the Low Service Damages will be as Year 3. The sum of £80.00 per job constitutes ERYC administrative costs in resolving low service events.

Failure to achieve prescribed performance levels for any KPI or other measurable event may result in the application of low service damages to the value shown above.

APPENDIX 2 – AREA MAP



APPENDIX 3 - PROPERTY SCHEDULE

Management Area	Depot	Asset Type	Count Property Type
Lot 1 – North Area	Carnaby	0 Bed House	1
Lot 1 – North Area	Carnaby	0 Bed Room in Shared House	11
Lot 1 – North Area	Carnaby	0 Bed Studio Flat	24
Lot 1 – North Area	Carnaby	1 Bed Bungalow	542
Lot 1 – North Area	Carnaby	1 Bed Flat	301
Lot 1 – North Area	Carnaby	1 Bed House	6
Lot 1 – North Area	Carnaby	1 Bed Maisonette	1
Lot 1 – North Area	Carnaby	1 Bed Room in Shared House	10
Lot 1 – North Area	Carnaby	2 Bed Bungalow	519
Lot 1 – North Area	Carnaby	2 Bed Dormer Bungalow	104
Lot 1 – North Area	Carnaby	2 Bed Flat	692
Lot 1 – North Area	Carnaby	2 Bed House	526
Lot 1 – North Area	Carnaby	2 Bed Maisonette	2
Lot 1 – North Area	Carnaby	3 Bed Bungalow	7
Lot 1 – North Area	Carnaby	3 Bed Dormer Bungalow	2
Lot 1 – North Area	Carnaby	3 Bed Flat	7
Lot 1 – North Area	Carnaby	3 Bed House	1153
Lot 1 – North Area	Carnaby	3 Bed Maisonette	11
Lot 1 – North Area	Carnaby	4 Bed House	71
Lot 1 – North Area	Carnaby	5 Bed House	3
Lot 1 – North Area	Carnaby	9 Bed House	1
Lot 1 Total			3994

Lot 2 – East Area	Beverley	0 Bed Flat	3
Lot 2 – East Area	Beverley	0 Bed Studio Flat	28
Lot 2 – East Area	Beverley	1 Bed Bungalow	289
Lot 2 – East Area	Beverley	1 Bed Flat	768
Lot 2 – East Area	Beverley	1 Bed House	15
Lot 2 – East Area	Beverley	1 Bed Maisonette	1
Lot 2 – East Area	Beverley	2 Bed Bungalow	580
Lot 2 – East Area	Beverley	2 Bed Dormer Bungalow	52
Lot 2 – East Area	Beverley	2 Bed Flat	624
Lot 2 – East Area	Beverley	2 Bed House	559
Lot 2 – East Area	Beverley	2 Bed Maisonette	36
Lot 2 – East Area	Beverley	3 Bed Bungalow	9
Lot 2 – East Area	Beverley	3 Bed Flat	3
Lot 2 – East Area	Beverley	3 Bed House	861
Lot 2 – East Area	Beverley	3 Bed Maisonette	18
Lot 2 – East Area	Beverley	4 Bed House	49
Lot 2 – East Area	Beverley	4 Bed Maisonette	1
Lot 2 – East Area	Beverley	5 Bed House	2
Lot 2 Total			3898

Lot 3 – West Area	Goole	0 Bed House	1
Lot 3 – West Area	Goole	0 Bed Studio Flat	22
Lot 3 – West Area	Goole	1 Bed Bungalow	439
Lot 3 – West Area	Goole	1 Bed Flat	674
Lot 3 – West Area	Goole	1 Bed Flat Inc Garage	2
Lot 3 – West Area	Goole	1 Bed House	2
Lot 3 – West Area	Goole	1 Bed Studio Flat	1
Lot 3 – West Area	Goole	2 Bed Bungalow	260
Lot 3 – West Area	Goole	2 Bed Dormer Bungalow	7
Lot 3 – West Area	Goole	2 Bed Flat	622
Lot 3 – West Area	Goole	2 Bed House	738
Lot 3 – West Area	Goole	2 Bed Maisonette	3
Lot 3 – West Area	Goole	3 Bed Bungalow	2
Lot 3 – West Area	Goole	3 Bed House	1045
Lot 3 – West Area	Goole	3 Bed Maisonette	13
Lot 3 – West Area	Goole	4 Bed House	40
Lot 3 – West Area	Goole	5 Bed House	1
Lot 3 Total			3872

Overall Total			11764
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