



Financial Close – Schedule 2, Vol 1 Output Specification



SCHEDULE 2
Volume 1

Little London,
Beeston Hill & Holbeck

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PART 1 – OVERVIEW

1.0 INTRODUCTION

- 1.0.1 This Output Specification relates to the procurement of the Little London, Beeston Hill and Holbeck Housing Revenue Account (HRA) Area PFI Project. The Output Specification contains two volumes; Volume 1 being the general requirements for the Project and Volume 2 the area specific requirements.
- 1.0.2 The Output Specification is one document within a suite of documents, which together form the Project Documents for the Little London, Beeston Hill and Holbeck HRA PFI Project. As such, it should be read in conjunction with the other documents, most particularly with the Payment Mechanism.
- 1.0.3 The Output Specification is a significant document in that it sets out the City Council's requirements and Contractor obligations in respect of the delivery of Works and Services within the Project. It details the standards and outputs, which the Contractor is required to achieve, and how these will be measured across all of its activities within the period of this Agreement.
- 1.0.4 Within the document, these outputs, requirements and obligations are identified and presented in the following format:

General Requirements

- 1.0.5 The general requirements are applicable to all the services provided by the Contractor under this Agreement and they are relevant for the full term of the contract. They relate to the Contractor's obligations in respect of:
- 1.0.5.1 Customer services, diversity and the interface with customers;
 - 1.0.5.2 Tenant, Leaseholder and wider community consultation and involvement;
 - 1.0.5.3 Information and information technology; and
 - 1.0.5.4 Design, construction, refurbishment and maintenance.

The parties agree that:

- a) the delegation of the Housing Management Functions in accordance with Clause 22.1.1 of this Agreement is not intended to expand the scope of the Works or Services, or more generally the Contractor's obligations as set out in this Agreement and, in particular, this Output Specification, but is intended only to identify the housing management functions that the Contractor shall exercise where such housing management functions are necessary to enable the Contractor to properly perform the Works and Services or more generally the Contractor's obligation as set out in this Agreement; and
- b) in the event that any matter or proposal in Schedule 3 (Contractor's Proposals) exceeds the relevant obligation specified in this Schedule 2 (Authorities Requirements):

- the higher standard in Schedule 3 (Contractor's Proposals) shall be deemed to be the applicable standard for this Schedule 2 (Authority's Requirements) and,
- the Contractor shall be obliged to provide to the higher standard at all times; and
- such matter or proposal shall not (by reason only of the fact that a higher standard is contained in Schedule 3) be deemed to be inconsistent with any such obligation for the purpose of clause 1.5 of the Project Agreement.

The Works

1.0.6 All New Build Dwellings, conversions , Refurbishment Works and Demolition Works to be carried out on a phased basis during the first five years of the Agreement. The Demolition Works will be carried out in accordance with a programme that will be developed and agreed with the City Council.

The term "Works" encompasses all activities relating to the:

- 1.0.6.1 Demolition of selected Properties including Little London bed-sits;
- 1.0.6.2 Construction of the New Build Dwellings;
- 1.0.6.3 Environmental Works;
- 1.0.6.4 Conversion of bed-sit flats to alternative Dwellings in Beeston Hill and Holbeck;
- 1.0.6.5 Repair and refurbishment to meet the Availability Standards specified for the Properties; and
- 1.0.6.6 Ongoing repair and servicing works.

Further details are identified in Volume 2 of this Output Specification.

Fossils and Antiquities

In this Clause 18.11 Interpretation ('Section'), unless the context otherwise requires, defined terms shall have the same meaning as given to them in the Project Agreement.

The City Council confirms that:

- 1) Following clarifications from HCA in their responses to derogations on 21 July 2010 and on 5 August 2010 the City Council understands that HCA interprets the drafting in clause 18.9.3 of Housing Procurement Pack (as reflected in the drafting of clause 18.11.3 of the Project Agreement) such that it provides the Contractor with a Compensation Event (subject to compliance with clause 16) in circumstances where no instruction has been given by the City Council's Representative within the specified 5 Working Day period, notwithstanding the right of the Contractor to continue the Works in the absence of such instruction;
- 2) the City Council accepts this interpretation of clause 18.11.3 of the Project

Agreement;

3) notwithstanding clause 1.5 (Precedence of Documentation) of the Project Agreement, this Section of the Output Specification is the agreed interpretation of clause 18.11.3 as between the Contractor and the City Council.

The City Council acknowledges that the Contractor is entering into the Project Agreement on the basis of such interpretation set out in paragraphs 1 and 2 above.

Availability and Availability Standards

1.0.7 All Dwellings are to be maintained as “Available” for the term of this Agreement:

1.0.7.1 During the Interim Services Period i.e. the period from Service Commencement until the refurbishment of a Dwelling has been complete; The Contractor is responsible for maintaining the Dwellings to the Initial Availability Standard; and

1.0.7.2 During the Full Services Period which is the period from when a Dwelling is Certified until the expiry of this Agreement, the Contractor shall maintain the Dwellings to the Full Availability Standard.

1.0.7.3 The City Council recognises that there are certain instances where it would not be appropriate or value for money to require the Contractor to comply in full with the Availability Standards as part of the Works and Services delivery. Subject to any express relief granted pursuant to the Agreement, those circumstances should be agreed in advance with the City Council in each instance;

1.0.7.4 Details of likely exceptions are noted in Part 2 of this Volume and as notes at the end of each standard in Annex 10 to Volume 1 of the Output Specification.

1.0.7.5 The detailed requirements and the Initial and the Full Availability Standards are set out within Volume 1 of the Output Specification, Annex 10.

1.0.7.6 The Contractor will provide a comprehensive and robust Business Continuity Management Disaster Recovery (BCMDR) policy.

The Services

1.0.8 The Contractor shall maintain the Properties through the provision and delivery of the Services. Specifically the:

1.0.8.1 Property Repair and Maintenance Service;

1.0.8.2 Re-servicing Void Properties inclusive of Transfers and Mutual Exchanges;

1.0.8.3 Caretaking and cleaning services to the Communal Areas;

1.0.8.4 Environmental maintenance to the areas indicated in Volume 2, Annex 8 of the Output Specification;

1.0.8.5 Customer Access and Liaison; and

1.0.8.6 Contract Management and Reporting Information.

Service Performance Standards

1.0.9 In its delivery of the Services and in satisfying the general requirements as identified in 1.0.8, above, the Contractor is expected to achieve a range of Service Performance Standards which reflect the efficiency, effectiveness and quality of its performance.

1.0.9.1 The Service Performance Standards are identified in Volume 1, Annex 6 of this Output Specification.

1.1 PROJECT OVERVIEW

1.1.1 The purpose of the Project is to enter into a 20 year PFI contract for the Little London and Beeston Hill & Holbeck areas to:

1.1.1.1 Demolish outdated council housing stock and replace with new build council homes;

1.1.1.2 Refurbish retained Council homes;

1.1.1.3 Uplift the environment of the estate areas; and

1.1.1.4 Provide a repairs & maintenance, caretaking & cleaning, and environmental maintenance service for the duration of the project across all assets concerned.

1.1.2 The Project aims to achieve and maintain sustainable, cohesive communities and to create areas that people will choose to live in, by contributing to the delivery of a comprehensive regeneration plan for the Little London, Beeston Hill & Holbeck inner city areas of Leeds. The PFI scheme is a major opportunity to improve housing conditions and to contribute to the achievement of long-term regeneration objectives.

1.2 PROJECT VISION

1.2.1 The Project vision is therefore “to create popular and distinctive places where all people have a sense of pride and belonging and are sharing in the prosperity of the city”.

1.3 PROJECT OBJECTIVES

1.3.1 The objectives of the project are:

1.3.1.1 To improve quality of life through housing refurbishment and construction that meets recognised modern and sustainable standards.

- 1.3.1.2 To provide new and improved social housing.
- 1.3.1.3 To improve the perception and image of places.
- 1.3.1.4 For the investment and housing regeneration process to be a catalyst for local jobs and training opportunities.
- 1.3.1.5 To improve and create useable local open spaces which people can enjoy and feel safe in.
- 1.3.1.6 To ensure all members of the community have the opportunity for involvement and engagement in the regeneration of their neighbourhoods.
- 1.3.1.7 To minimise disruption throughout the construction period and provide support to existing communities in a period of transition.
- 1.3.1.8 The service shall provide opportunities for:
 - the engagement of local supply chain partners; and
 - employment and training.

1.4 DEFINITIONS

- 1.4.1 Schedule 1 of the Project Agreement defines terms which apply across this Agreement.

1.5 GENERAL REQUIREMENTS: CUSTOMER SERVICE AND COMMUNITY LIAISON & INVOLVEMENT

Scope

- 1.5.1 There are a number of obligations in respect of the Contractor's interface with customers and wider Stakeholders that must be fulfilled. These obligations extend across all Contractor activities, including all Works and Services. These will apply for the full-term of this Agreement. In order to fulfil its obligations under these requirements, the Contractor will deliver against the following objectives:

Customer Service

- 1.5.1.1 To act as a holistic delivery agent for all Works and Services across the project areas, providing an accessible service that can be readily utilised by all Tenants, Leaseholders and members & representatives of the community;
- 1.5.1.2 To provide and deliver an efficient and effective customer focused service; and
- 1.5.1.3 To ensure full account is taken, in all aspects of customer service, of the diverse customer base and local demographics within the areas in the planning, delivery and review of the programme of Works and Services.

Community Liaison & Involvement

- 1.5.2 To ensure the effective involvement of Tenants, Leaseholders, other local residents, Elected Members, community representatives and all key stakeholders in the delivery of the Works and Services provided under this Agreement, contributing to the overall regeneration and revitalisation of the area.
- 1.5.3 The Contractor should pay particular regard to Leeds City Council's Equality & Diversity Strategy 2006/08, which sets out the City Council's commitment to its customers and citizens, and clarifies what is expected of Contractors and Sub Contractors in the delivery of the Works and Services, and their approach to community engagement. Details of the City Council's approach to effective community engagement can be found in the Corporate Community Engagement Policy and the Little London and Beeston Hill & Holbeck project specific Communication Strategy.

Requirements and Standards

- 1.5.4 Sections 2 and 3 detail the requirements expected of the Contractor in delivering the Works and Services to meet the above objectives.
- 1.5.5 The key service areas which the Contractor will be expected to deliver, in relation to the Works and/or Services elements are as follows:

Customer Service

- 1.5.5.1 Methods of contacting the Contractor;
- 1.5.5.2 Access arrangements;
- 1.5.5.3 Customer Charter;
- 1.5.5.4 Complaints and Compliments; and
- 1.5.5.5 Customer satisfaction.

Community Liaison & Involvement

- 1.5.5.6 Communication Strategy; and
- 1.5.5.7 Consulting and involving local Tenants, Leaseholders and the wider community.

Consultation and information regarding Works and Services

- 1.5.6 Leeds City Council will continue to provide the formal route for consultation with Tenants and Leaseholders in relation to the tenancy and lease agreements. However, the Contractor is required to undertake all necessary consultation with Tenants and Leaseholders with regard to Works and Services, and to provide all necessary information to the Council to undertake any related formal consultation required.

- 1.5.7 In addition the Contractor is required to undertake all necessary consultation with residents and private owners, including obtaining necessary approval to carry out work on, or that may affect, private land and/or party walls.
- 1.5.8 The tenancy manager role will be provided through the City Council, currently by way of a separate management agreement with the arms length management organisations of Aire Valley Homes Ltd for the Beeston Hill & Holbeck area, and West North West Homes Leeds Ltd for the Little London area. This responsibility includes the letting of homes, approval of mutual exchanges, the approval of requests for Tenant improvements, the collection of rent, taking action (together with the City Council) with regard to breaches of tenancy agreements, anti social behaviour, rent arrears and proceedings to seek possession.
- 1.5.9 The City Council retains responsibility for formal consultation with Tenants with regard to tenancy agreements, rents and service charges, the administration of right to buy applications and with Leaseholders with regard to Leaseholder service charges.

Tenant Consultation and Right to Buy

- 1.5.10 The Contractor is required to provide appropriate information and support to assist the Council in undertaking its role with regard to formal Tenant consultation and with the administration of right to buy applications from Tenants.
- 1.5.11 Where the Works and Services being proposed by the Contractor will impact on the terms of the tenancy agreement, generally across the PFI area, to specific groups of Tenants or to a specific Tenant, the Contractor will advise the City Council of the proposals so that all Tenants affected by the proposals can be consulted in accordance with their tenancy agreement. No Works or Services should be undertaken until the Council has confirmed agreement to the proposals as a result of the consultation undertaken.
- 1.5.12 It is expected that the Contractor will undertake prior consultation and discussion with Tenants to agree the proposals in principle, prior to submitting details to the City Council for formal consultation to be undertaken. This general requirement on the Contractor to undertake consultation, with regard to Works and Services proposals, with Tenants and residents is noted in greater detail in the sections below.
- 1.5.13 The City Council will take responsibility for the administration of any Tenant Right to Buy application. To assist the Council the Contractor is required, without prejudice to the requirements of clause 28.5 (Right to Buy) of this Agreement, to provide the following information on past and future costs in relation to the Works and Services:
- 1.5.13.1 Right to Buy Cost Floor – the cost of Works, including construction, undertaken by the Contractor up to a maximum of 10 years from the date of the application to buy the Dwelling; and
 - 1.5.13.2 Future Service Charges – where the application relates to a leasehold sale the Contractor will be required to provide details on the proposed

Works and Services that will impact on the property for the following 5 years.

Leaseholder Consultation

- 1.5.14 The City Council has retained the responsibility for formal consultation with Leaseholders with regard to their lease agreement and service charges, including service charges relating to the Works and Services .
- 1.5.15 As part of the procurement of this Agreement all Leaseholders have been consulted on the proposals, including the range of Works and Services in the contract and the procurement process being undertaken. All Leaseholders will be advised, as part of the statutory consultation arrangements, of the results of the procurement and the proposals for the letting of the contract, including the overall contract costs.
- 1.5.16 The City Council will formally advise all leaseholders on their service charge liability, as a result of the Works and Services, under the terms of their lease agreement, and sale agreement if the sale is less than 5 years old, and make arrangements with the leaseholders for the payment and recovery of those charges.
- 1.5.17 Where it is necessary to undertake further procurement (such as market testing) by either the City Council or the Contractor to deliver Works and Services, it is likely that further formal consultation will be required to be undertaken by the City Council. Also where either the City Council or the Contractor propose to include new Services within the Agreement, further formal consultation may be required. In the circumstances where further formal consultation is required to be undertaken, the Contractor is required to provide all necessary assistance to the City Council with regard to information on the proposed service, the approach to procurement and the likely costs of the service.
- 1.5.18 One of the principles of the Leaseholder consultation process is that a Leaseholder is entitled to view all relevant documents and to be advised of all relevant costs underpinning their service charge account, including the underlying cost of Works and Services. The Contractor is required to provide assistance to the City Council in meeting this statutory requirement.
- 1.5.19 Leaseholders will receive an invoice for all Works and Services undertaken that impact on their home in accordance with their Leaseholder's Lease. With regard to Works, Leaseholders will be invoiced for the work undertaken following completion and Certification of the Works. With regard to Services, the City Council issues to each Leaseholder, prior to the commencement of each financial year, a pre-estimate of annual service charges. Leaseholders pay a service charge on account based on this estimate, and receive from the City Council, within 6 months of the end of each financial year, an itemised invoice for all costs incurred. The Contractor is required to provide all necessary project and cost information to assist the City Council in preparing the estimate of annual service charges and to prepare the statement of actual service charge costs incurred.

Communications Strategy

- 1.5.20 A comprehensive approach to the provision of information should be undertaken and included in the Contractor's communications strategy. This should include marketing activity (e.g. newsletters, information dissemination, websites, use of liaison officers, presentations), media relations (e.g. messages, milestones, risks and protocols with the City Council), partnership working and community engagement strategy.
- 1.5.21 The Contractor will publish and provide a regular newsletter, at least quarterly informing all Stakeholders in the project area about the operation of the Agreement. The newsletters should include information and advice as relevant to the period in question, for example details on the future programme and service proposals, current works in progress, service performance feedback, community support and advice provided through the contract and other general information that will assist Stakeholders understanding of the operation of the Agreement.
- 1.5.22 The Contractor will comply with the Marketing and Media Protocol as part of this Agreement. This outlines the roles and responsibilities between the Contractor and the City Council, providing a framework for the approval of marketing and media materials.
- 1.5.23 The Communications Strategy shall take account of and provide for the diversity and local demographics of the Little London and Beeston and Holbeck Communities.
- 1.5.24 The Contractor will be required to respond appropriately to the differing communication needs, requirements and preferences of the community and to provide a service which addresses issues of language, literacy, hearing and visual impairment and other forms of support in communication.
- 1.5.25 The Contractor shall ensure that the information is provided verbally and in written and other formats and that all written material follows good practice guidance and recommendations.
- 1.5.26 The Contractor's communication strategy will be reviewed in line with performance by the communication steering group in accordance with the Marketing and Media Protocol and the overall Agreement.

1.6 GENERAL REQUIREMENTS: INFORMATION AND INFORMATION TECHNOLOGY

Scope

- 1.6.1 The Contractor is required to provide and maintain a robust approach to the collection, storage and handling of data and the reporting of information required for the undertaking of the requirements of this Agreement.
- 1.6.2 The Contractor should make use of appropriate information technology to assist in meeting the requirements set out in this Output Specification. As noted below the Contractor can either opt to provide their own system or seek approval to make use of the City Council's information technology system, or opt for an

approach on information technology in combination with the City Council's system.

- 1.6.3 Whichever approach is adopted the following requirements should be met with regard to information and Information Technology, being applicable across all of the Contractors activities relating to the following:
- 1.6.3.1 The use and development of an appropriate information technology system(s) compatible with the requirements to provide information as set out in Annex 22 should be employed by the Contractor to support any activities related to their contractual obligations within this Agreement;
 - 1.6.3.2 Provision of data and information as required by this Agreement; and
 - 1.6.3.3 Management of any information and records relating to the Contractor's contractual/legal obligations within this Agreement and in accordance with Annex 23.
- 1.6.4 In particular the Contractor is required to operate in accordance with Schedule 1, Volume 1, Annex 22 and 23 of this Output Specification and, Clause 32, 55, 57, 64 and 76 of the Project Agreement and the ICT Protocol

Information and Information Technology Strategy

- 1.6.5 The Contractor will maintain a strategy which sets out the Contractor's approach to the handling of data and information, and appropriate use of Information Technology and how it will be used to meet its contractual obligations.
- 1.6.6 The Contractor will develop and maintain the information and Information Technology strategy with due regard to the City Council's own ICT and e-Service Delivery strategies to ensure a common and complementary development path.
- 1.6.7 The City Council will offer its own Housing Management System (arcHouse Plus) for use by the Contractor in the area of Repairs and Maintenance. The Contractor should note that the City Council operates an amended version of arcHouse Plus to the normally available system.
- 1.6.8 The City Council will also offer its own asset management system, Keystone Asset Management, contract management system, PS Team and asbestos management system, PSI2000 AMS and AMS Web Tracker, for use by the Contractor.
- 1.6.9 The use of these systems may assist the Contractor in achieving the reporting requirements specified within this Output Specification.
- 1.6.10 The City Council systems will be accessible with use of the Council provided PCs. The Council PCs will be managed and maintained by the City Council and will provide secure VPN access via Vasco token to named staff, to the City Council systems. Additionally web access is available for property based systems such as PS Team and AMS Web Tracker. The Council PCs will rely on use of the contractors own internet access / broadband connection, where the

City Councils PCs, systems are used by the contractor, the contractor will be responsible for reporting immediately to the City Council any loss of hardware/functionality of the Councils equipment. The Contractor will be responsible for the provision and maintenance of their own suitable hardware to undertake the required Works and Services programme; in the form of a modern business specification PC or laptop for each required user and, for the provision of broadband connectivity with sufficient capacity to support operation of the systems and for the provision of compatible browser software. Where any Personal Data is held on the contractors hardware suitable arrangements should be in place for the protection of that data include encryption of the device, including portable storage devices.

- 1.6.11 The Contractor will be responsible for the support and maintenance of any IT systems hardware or software other than that provided by the City Council.
- 1.6.12 If the Contractor chooses not to use the City Council's systems then it will be required to develop and test a suitable process for updating tables in the City Council's system. This should be based on standard Extraction Transformation and Load (ETL) processes using XML as specified in e-Government Interoperability Framework (e-GIF) published by the UK Government Cabinet Office at <http://www.cabinetoffice.gov.uk/govtalk>, or other mutually agreed format.
- 1.6.13 The minimum specification of information to be provided back to the City Council from the Contractor's system is detailed in Annex 22.
- 1.6.14 The City Council will supply 'start up' data sets to the Contractor relating to all existing Properties, including relevant details on the tenants and leaseholders to those Properties included in this Agreement and provide regular agreed updates on that information in accordance with the ICT Protocol..
- 1.6.15 In respect of the Data Protection Act (1998), the Contractor will normally take the role of a 'data processor' on behalf of the City Council data in accordance with the Agreement, but should ensure that they comply with Clause 57 of the Agreement and Appendix 23 to this Output Specification.
- 1.6.16 The Contractor shall develop, document and implement a set of standards based on quality assured and auditable operating procedures for the management of information and data, which has regard to the standards used by the City Council and ensures compliance with relevant legislation and the statutory obligations of the City Council.
- 1.6.17 The Contractor will facilitate the on-line availability of all data to the nominated City Council Officers and provide any necessary training and support to the nominated City Council Officers to be able to access that data in accordance with Clause 32.2.3 of the Agreement. For the purpose of accessing and interrogating all Works and Services data held on the Contractors IT Systems, to permit monitoring, auditing and performance reporting of the Works and Services and generally to assist the City Council in fulfilling it's Housing Management Functions within the Project Area.

- 1.6.18 The Contractor will also provide written assurance on the procedures and processes being adopted to protect all data and information and to ensure the integrity of the security of the Information Technology system and compliance with Appendix 23 of this Output Specification.. The Contractor will be required to assist the City Council in undertaking audit checks on data and security, including the commissioning of penetration testing of the system.

Performance Reporting and Standards

- 1.6.19 The Contractor will be expected to establish robust processes and systems to monitor their performance in the execution of their responsibilities as set out in this Agreement. Performance monitoring reports will be provided to the City Council at a regularity and level of detail as detailed in Annex 22 and in accordance with the requirements of the Payment Mechanism.
- 1.6.20 The Contractor will be expected to provide nominated City Council Officers or City Council Representatives with access to the base data underlying performance monitoring reports for the purpose of audit.
- 1.6.21 The Contractor are required to ensure that their Information Technology system is capable of reporting on meeting the Availability Standards, as outlined in Annex 10 of this Output Specification, and reporting accurately on periods of Unavailability as required by this Agreement.
- 1.6.22 The Information Technology system will also be required to meet the requirements for reporting on the Performance Standards as outlined in Annex 6 of this Output Specification.
- 1.6.23 The Contractor's performance in delivering against these will be measured and considered against the Key Service Performance Standards.

Data Security and transfer

- 1.6.24 Where the Contractor opts to make use of the City Council's Information Technology Systems there will be no requirement to pass data back to the City Council. However, where the Contractor opts to utilise their own systems the City Council requires copies of the project data to be provided by the Contractor to allow the City Council to populate its own systems. For the avoidance of doubt the City Council will retain Data Controller responsibility for all Personal Data either provided by the City Council or collected by the Contractor on behalf of the City Council, whatever IT system or records system that is used to store the data. It should be noted that for certain data both the City Council and the Contractor may be required to be joint Data Controllers.
- 1.6.25 In accordance with this Agreement all the data held for the purposes of the project remain the property of the City Council. The Contractor is therefore required, where utilising their own systems, to ensure that the data and the Information Technology systems used to hold the data remain secure in accordance with Annex 23 of this Output Specification and that data is backed up on a regular basis (normally at least daily) in accordance with the approved Information Security Policy. The Contractor should develop and maintain a policy on the retention and disposal of personal data and records that takes

account of the all legal requirements. No personal data should be held for more than 6 years after it was last used or after the termination or expiry of the Agreement in accordance with Appendix 23 to ensure compliance with the Data Protection Act, unless there is a specific legal reason for such retention of any records.

- 1.6.26 Where data is required to be transferred between the Contractor and the City Council a specific ICT Protocol will be agreed between the parties to cover the arrangements necessary to ensure safe, accurate and reliable data transfer. The ICT Protocol covers arrangements for processes to be used, quality control, responsibilities, fault reporting and problem solving, response times and support arrangements.
- 1.6.27 Annex 22 details the range of data that the Contractor is required to provide to the City Council. Included in the Annex there will be a detailed data specification for each set of data identified, the required regularity of data to be transferred and the specific format and scope of the data required.

1.7 GENERAL REQUIREMENTS: DESIGN, CONSTRUCTION, REFURBISHMENT AND MAINTENANCE REQUIREMENTS

- 1.7.1 This Section applies to all aspects of the project, specifically:
 - 1.7.1.1 Demolitions;
 - 1.7.1.2 Construction activities for all new Dwellings;
 - 1.7.1.3 Environmental works and maintenance;
 - 1.7.1.4 Conversions;
 - 1.7.1.5 Carrying out the necessary repairs and refurbishment to existing Dwellings to achieve full availability standard; and
 - 1.7.1.6 Repairs and maintenance activities to all Properties.

Health and Safety

- 1.7.2 In its general design, construction, refurbishment and maintenance activities throughout this Agreement, the Contractor shall comply with the following requirements:
 - 1.7.2.1 The Contractor is responsible for health and safety, including compliance with the The Construction (Design and Management) Regulations 2007 (CDM 2007), in the carrying out of all design and construction works;
 - 1.7.2.2 The Contractor is deemed to carry out these responsibilities as agent for the City Council, including the retention and provision of access to the health and safety file, which will be kept available and up to date for the City Council to inspect on completion of the construction phase and thereafter; and

1.7.2.3 The Contractor's appointed contractor for the construction phase shall be the designated Principal Contractor under the CDM Regulations.

1.7.3 It is the Contractor's responsibility to ensure that a competent Principal Contractor is appointed.

1.7.4 The Contractor must also appoint a CDM Co-ordinator. (NB. There must be a CDM Co-ordinator and Principal Contractor as required by law.)

1.7.5 Asbestos containing materials in all Properties are to be effectively managed in accordance with current legislation and regulations.

Materials, Goods, Appliances and Workmanship

1.7.6 All Works, including all works required as part of the Services, are to be designed and constructed to meet all national and local legislation and conform to Good Industry Practice in all respects.

1.7.7 Notwithstanding the requirement to comply with relevant Statutory Requirements, the Contractor shall also comply with the following requirements and good practice. In all cases, both statutory and otherwise, the latest enactment or re – enactment shall apply.

1.7.8 All materials, goods and appliances shall be new and accredited as a minimum with the latest relevant:

1.7.8.1 British Standard Specifications;

1.7.8.2 CIBSE guides; and

1.7.8.3 Building Energy Codes and Technical Memoranda, Building Research Establishment Digests and Good Building Guides and be fit for their intended use.

1.7.9 All workmanship shall as a minimum be in accordance with the recommendations of the latest relevant:

1.7.9.1 British Standard Specifications;

1.7.9.2 British Standard Codes of Practice;

1.7.9.3 Trade suppliers, manufacturers, representative bodies, Codes of Practice and recommendations of BRE Digests and Good Building Guides;

1.7.9.4 The Chartered Institute of Building Services Engineers guidelines;

1.7.9.5 Good Industry Practice;

1.7.9.6 The standards set out in BS 8000; and

1.7.9.7 Building Regulations.

1.7.10 All materials and workmanship used or applied to maintenance and repairs must comply with the relevant European Standards as defined by Regulation 9 of the

Public Contracts Regulations 2006 (S.I. No. 5) applicable at the date of the use and or performance of the same, save that in the absence of such European specifications, European Standards and / or European technical approvals, the Contractor must abide by the relevant British Standards and Codes of Practice applicable at the date of the carrying out the works.

- 1.7.11 No materials, products or procedures which at the time of use are known to be deleterious to health or safety or to the durability of buildings and / or other structures and / or finishes and / or plant and machinery in the particular circumstances in which they are used, may be used or applied to Construction Activities.
- 1.7.12 Where materials, goods or appliances or workmanship standards are covered by more than one of the above standards and / or recommendations, the higher or more stringent shall be adopted (meaning that BS Licensing / Codes of Practice or the equivalent European standards will take precedence. Agrément Certificates will only be considered where there are no relevant standards available for the product or material used in this contract.

Working in Tenanted Dwellings

- 1.7.13 The majority of Works and Services undertaken by the Contractor in Tenanted Dwellings will be undertaken in Dwellings that are occupied. The Contractor is required to plan, design and implement all Works and Services taking account of such occupation.
- 1.7.14 Due account is therefore required to be taken of the needs of Tenants and their households, and where appropriate the needs of Leaseholder households. Some of those households will include vulnerable people, including older people, young people, people with disabilities, people with mental health issues and people who first language is not English. The Contractor will have full access to the City Council's tenancy information to help assess the needs of each household, but should ensure that appropriate enquiries are undertaken to assist the delivery of the Works and Services programme.

The Protocols have been provided to assist the Contractor in meeting its obligations under the Agreement and clarify the roles required to be undertaken direct by both the Contractor and the City Council.

- 1.7.15 In undertaking Works and Services the Contractor should have due regard to the Tenant's own fixtures and fittings, and should have proposals and procedures in place to manage these issues, including.
- 1.7.15.1 Tenant's kitchen fittings and appliances, such as cookers, washing machine, fridge/freezer. The kitchen design should normally accommodate retention of such fittings. Any programme of works should include for the disconnection and reconnection of kitchen fittings and appliances.
- 1.7.15.2 Tenant's decorations. These should normally be made good following works or subject to the agreement of the Tenant alternate arrangements including provision of a redecoration grant be agreed.

Specific care is needed with proposals for vulnerable Tenants where provision of a grant may not be appropriate and a scheme of redecoration should be considered in such cases.

- 1.7.15.3 Tenant's telecommunications equipment, such as television aerials, satellite dishes, cable digital connections and telephone connections. These should normally be retained and the service sustained during the course of any Works or Services. The Contractor should include for any necessary disconnection and reconnection of such services and for reimbursement of Tenants costs if the service is not able to be sustained.
- 1.7.15.4 Tenant's security equipment, such as burglar alarms and security lights, should be retained and sustained in use during the course of any Works or Services, where practical. The Contractor should include for any necessary disconnection and reconnection of such services.
- 1.7.15.5 Tenant's own floor coverings, such as carpets and other floor coverings should be lifted and refitted as appropriate if they need to be lifted to facilitate the Works or Services. The Contractor should include for any necessary lifting and relaying of such floor coverings.

1.7.16 There are however a number of exceptions to the above general requirements.

- 1.7.16.1 Tenant's telecommunications equipment, such as satellite dishes, should not be retained where the equipment would materially interfere with the Contractor's Proposals, such as satellite dishes on high rise blocks or other blocks with communal television systems.
- 1.7.16.2 Tenants security equipment, such as door and window security grills, should not be retained, where doors and windows are replaced to the required Availability Standard security requirements. Grills that have to be removed to facilitate the replacement of external doors and windows should be returned to the Tenant, but not refitted as part of the Works.
- 1.7.16.3 Tenants floor coverings, such as laminate flooring, or other flooring that is fixed to the floor in such way that the floor covering cannot be readily lifted to permit works of repair or improvement to be carried out, should not normally be retained or replaced.

1.7.17 Any request by a Tenant to fit additional equipment in such circumstances as noted above should be undertaken through the Tenant Improvement Protocol and any unauthorised fitting of such equipment to be managed through the Tenant and Third Damage Protocol.

PART 2 – WORKS

2.0 DEMOLITION PROPERTIES

Scope

- 2.0.1 Within the scope of this Agreement the Contractor will be required to undertake the selective demolition of various buildings and Dwellings, including high rise flats, low rise flats, maisonettes, bed-sits and houses.
- 2.0.1.1 The Contractor shall also be responsible for the demolition of certain garages and other structures including but not limited to outbuildings and one retail unit:
- 2.0.1.2 The Contractor shall be responsible for obtaining all necessary consents and ensuring that their requirements are met. The Building Act 1984 (Duty to give Local Authority Notice of intended demolition); Section 80 is expected to apply;
- 2.0.1.3 A standard Section 80 notice of intention will be completed and submitted to the Building Consultancy, City Council six weeks prior to the commencement date of any demolition;
- 2.0.1.4 The Contractor is to submit all safe systems of work, risk assessments and method statements to the City Councils representative and comply with all the requirements of the Building Consultancy Section 81 counter notice; and
- 2.0.1.5 The Project area specific works information is provided in Schedule 2 Volume 2 of the Output Specification and in line with an agreed programme.
- 2.0.2 The Contractor shall also be responsible for the demolition of various structures pursuant to its Environmental Works. It will identify those structures which it proposes to demolish within its Contractor's Proposals.
- 2.0.3 The City Council will provide vacant possession of the Demolition Properties in accordance with the agreed programme.
- 2.0.4 Contractor to be aware that any communications masts or aerials on the buildings may be subject of legal agreements with the City Council.

2.1 REQUIREMENTS

- 2.1.1 The Contractor's obligations in respect of the Demolition Properties are specified in paragraphs 2.1.2 to 2.1.7:

Securing and making safe the Properties

- 2.1.2 The Contractor will be responsible for securing and making safe the Demolition Properties following handover of the Demolition Site.

This will also encompass:

- 2.1.2.1 Isolating and arranging the disconnection and removal of all services to the Properties and to the Communal Areas back to the utility connections in the adopted highway, notifying the appropriate Utility Suppliers of the intentions to demolish and liaising with them thereafter;
- 2.1.2.2 Securing the Demolition Site, including the Properties and the Communal Areas to prevent unauthorised access; and
- 2.1.2.3 Where there are telephone masts on buildings to be demolished, the Contractor shall be responsible for liaising with the City Council and the relevant telecommunications provider to ensure that all necessary notices are given to the communications licensees such that the mast can be removed prior to the agreed demolition date.

Demolishing the Properties

2.1.3 The contractor shall comply with the following requirements:

- 2.1.3.1 Provide a site waste management plan in accordance with the Site Waste Management Plans Regulations 2008;
- 2.1.3.2 All materials which pose a hazard to Health and Safety shall be removed and disposed of in accordance with current legislation and Codes of Practice prior to the demolition process;
- 2.1.3.3 All existing foundations as part of the Dwellings must be grubbed out down to a minimum of at least 1.5 metres as part of the demolition process;
- 2.1.3.4 The site will be completely cleared as required for the commencement of immediate new build development, for any sites where new build development does not commence immediately following demolition action a site bund should be provided to prevent unauthorised vehicle access and if not developed by the end of the Works period, will be suitably landscaped, soiled and seeded in sympathy with the existing / adjacent areas, and;
- 2.1.3.5 The base slabs of the garages shall be grubbed out and made good to adoptable standards as prescribed by the City Council's Highways Department.

Maintaining the Sites

2.1.4 Following the demolition of the Properties, the Contractor will remain responsible for the Demolition Sites and for maintaining their safety, security and aesthetic appearance until such time as:

- 2.1.4.1 They are handed back to the City Council.
- 2.1.4.2 The new Dwellings achieve the Certification Standards and are accepted by the City Council; and
- 2.1.4.3 The Environmental Works achieve the Certification Standards and they are accepted by the City Council.
- 2.1.5 In the event that the Certification Standards are not achieved, the Contractor will retain responsibility for maintaining the sites.
- 2.1.6 Not used
- 2.1.7 An indicative but not a comprehensive list of the issues which the Contractor will be responsible for includes:
 - 2.1.7.1 Horticultural maintenance, including grass cutting and maintaining any shrubs, hedges, bushes, trees and the like on the site;
 - 2.1.7.2 Removal of any rubbish/fly tipping;
 - 2.1.7.3 Removal of graffiti;
 - 2.1.7.4 Dealing with and removing any abandoned and illegally parked cars in consultation with the relevant authorities; and
 - 2.1.7.5 Mitigation of access by travellers.

2.2 NEW DWELLINGS

Scope

- 2.2.1 Within the scope of this Project, the Contractor will be responsible for obtaining planning approval and all other necessary consents and for the design and build of a number of new Dwellings within the PFI areas.

Details of the City Councils requirements for the construction of new Dwellings are specified in Volume 2.

Requirements

- 2.2.2 The Contractor's obligations in respect of these new Dwellings will be:

Design

- 2.2.3 The City Council requires designs for individual Dwellings and Dwelling blocks on each of the project areas which will inspire all who live in them whilst making a positive statement about the community.

- 2.2.4 In its designs, the Contractor will be expected to take account of a range of guidance both mandatory, non mandatory and employing best industry practice.
- 2.2.5 It shall also take particular account of, and seek to satisfy the requirements and the recommendations of the City Council's planning policy document "Neighbourhoods for Living".

Mandatory Guidance:

- 2.2.6 The standards and requirements which are mandatory for this Project and compliance with which will form part of the Certification Standards (New Build) are set out in Volume 1, Annex 3.

Non – Mandatory Guidance:

- 2.2.6.1 The designs shall take account of the work of the Government and CABI (Commission for Architecture and the Built Environment) in promoting higher design standards; designs should incorporate the principles of central and local guidance on PFI projects, together with housing specific matters; and
- 2.2.6.2 The Contractor shall also take account of design guidance in respect of space requirements and best practice for the new Dwellings; it must identify which of these standards are appropriate and apply them accordingly.
- 2.2.6.3 An indicative list of all such guidance is included in Volume 1, Annex 4. However, this is not exhaustive and the Contractor will endeavour to ensure that all relevant guidance will be met.
- 2.2.6.4 The designs must meet the requirements of all applicable legislation and regulatory requirements and must also take account of and satisfy all other requirements of this Agreement, in respect of technical and operational performance, compliance with regulations, health and safety requirements for the design work.
- 2.2.6.5 The absolute responsibility lies with the Contractor in respect of all of the above.

New Development and its Context

- 2.2.7 The Contractor is to develop Master Plan proposals for each project area, the design of which optimises the potential of each location, respecting its topography. It should achieve a quality and sensitive response to the project area context.

The new Dwellings and the Public Realm and all other areas covered by this Agreement shall integrate with and compliment adjoining environments, enhancing them where possible.

Property Mix

2.2.8 The required property mix for the new City Council Dwellings is described in Volume 2, Annex 6

Sustainability

2.2.9 Dwellings shall be designed, in so far as is reasonably practical, to minimise impact upon the environment.

2.2.10 An indicative but not exhaustive list of the considerations to be taken into account by the Contractor is detailed in Annex 5.

2.2.11 An assessment of the environmental performance of the new Dwellings will be required, in accordance with the “Code for Sustainable Homes”; New Build Dwellings to meet Code Level 4.

New Build Certification

The City Council agrees that the PI Insurance provided by the Contractor pursuant to clause 59.1; and the Contractors obligation to:

- i. Comply with the Output Specification;
- ii. Ensure that a Certification of Availability is issued in respect of New Build Dwellings; and
- iii. Ensure that New Build Dwellings meet the Availability Standards,

is cover in a form approved by the City Council for the purposes of clause 5.1.5 of this Agreement. The City Council agrees to hold the Contractor harmless for any loss, cost or claim from any third party, arising out of the Contractor not being required to provide any other form of defects cover specified in clause 5.1.5.

2.3 ENVIRONMENTAL WORKS

2.3.1 As part of the refurbishment of the existing neighbourhoods, the City Council is seeking significant enhancement and upgrading of the environment within Little London and Beeston Hill and Holbeck. The Contractor will be required to provide proposals for addressing the key environmental issues within these areas, giving particular attention to:

- 2.3.1.1 Achieving a public realm of the highest quality;
- 2.3.1.2 Promotion of sustainability through use of ecologically sensitive materials and planting;
- 2.3.1.3 Redefinition of green spaces to encourage greater use and amenity;
- 2.3.1.4 Creating a clearer distinction between public and private space;

- 2.3.1.5 Enhancing legibility and connectivity to surrounding areas;
 - 2.3.1.6 Improving the quality and legibility of pedestrian and cycling routes;
 - 2.3.1.7 An optimisation of new and existing areas of car parking for the use of service users and visitors;
 - 2.3.1.8 Improving access and through routes for vehicles;
 - 2.3.1.9 Improved waste management including domestic refuse disposal and the opportunity for recycling;
 - 2.3.1.10 Improving natural surveillance and community safety;
 - 2.3.1.11 Boundary treatments and gates, courtyards, garden sizes and treatments, drives and paths;
 - 2.3.1.12 Roads, paths and car parking areas, refuse areas/pods, green spaces, trees etc;
 - 2.3.1.13 Semi private courtyards, pocket parks and greens;
 - 2.3.1.14 Private space around the multi-occupancy blocks;
 - 2.3.1.15 Areas for children to play;
 - 2.3.1.16 Replacement boundary treatments and gates, residential gardens, drives and pathways; and
 - 2.3.1.17 Tree and shrub planting.
- 2.3.2 All elements of Environmental Works are expected to meet the requirements of Secured By Design and the Disability Discrimination Act (The Contractor will be expected to liaise with the City Council's Accessibility Officer).
- 2.3.3 The Contractor is required to ensure that all elements of the Environmental Works for both Refurbishment Sites and New Dwellings are designed and maintained to meet the requirements of this Agreement and, is responsible for obtaining all necessary planning approvals and consents required.
- 2.3.4 The Contractor will note that street lighting for existing adopted roads, footpaths and parking areas is currently maintained under an existing Street Lighting PFI Contract and is programmed to be upgraded to current standards by that Street Lighting PFI Contractor. Any proposals by the Contractor to:
- 2.3.4.1 Alter the position of existing street lighting;
 - 2.3.4.2 Remove existing street lighting;
 - 2.3.4.3 Upgrade the standard street lighting equipment with architectural street lighting equipment; and

2.3.4.4 Provide lighting of a higher standard than that of current requirements; will require approval through existing Street Lighting PFI contract procedures.

2.3.5 Contractors will note that for existing adopted areas:

2.3.5.1 The costs of upgrading from existing lighting to current standards; and

2.3.5.2 The maintenance of the street lighting;

Has been included in the Street Lighting PFI contract and will not be required to be priced within this Contract. Any costs over and above these for improved levels of lighting, equipment will be borne by this Housing PFI Contract.

2.3.6 The Contractor will design, provide and maintain the following high quality Environmental Works to the areas indicated in Volume 2, Annex 8.

Pocket Parks

2.3.7 To provide a high quality fenced, landscaped area that provides an opportunities for a range of outdoor leisure activities for residents of all ages.

2.3.8 The Contractor will be expected to work with local residents, stakeholders and community groups to develop a specification which may include games equipment, beds planted with perennials and shrubs to create all year round interest, low maintenance fencing and seating and a habitat that attracts and supports wildlife.

2.3.9 Two areas have been identified where pocket parks could be established within the regeneration area:

2.3.9.1 One area within the Carlton's Neighbourhood which currently has no specific identified use; and

2.3.9.2 Another adjacent to the Oatlands neighbourhood for which recent local consultation has revealed a local preference for an informal children's ball game area.

2.3.10 The agreed pocket park will be maintained to the required Availability Standards, manufacturer's instructions and Good Industry Practice.

Street Trees and Shrub Planting

2.3.11 The Contractor will provide plant and maintain street trees and shrubs in the areas identified in Volume 2 Annex 8, in accordance with BS 3998 and Good Industry Practice.

2.3.12 The design will deliver an environmental asset to the area and wider communities and provide:

2.3.12.1 Improved sustainability providing the area with a more pleasing appearance;

2.3.12.2 Varied colour and form throughout all seasons; and

2.3.12.3 Habitats for wildlife.

2.3.13 The removal, maintenance and planting of trees should be carried out in strict adherence to the Trees Protocol.

Garden Fencing, Gates and Walls

2.3.14 To provide a clearly defined, safe and secure private space for Dwellings and Properties which will contribute to the overall increase in the quality of the public realm. The Contractor should take due cognisance of the requirements of Secured By Design principles and the local Planning Authority.

2.3.15 Boundary treatments are to be designed and maintained to achieve the Availability Standards and:

2.3.15.1 Fencing should be robust and of good quality with minimum maintenance required;

2.3.15.2 Where wooden fencing is supplied it must be treated in accordance with Good Industry Practice;

2.3.15.3 In some circumstances, where a garden adjoins a major footpath or forms a significant corner, the fencing should be replaced by a more permanent arrangement of a wall/railings of a suitable height;

2.3.15.4 Where fencing adjoins new security alley gates, the fencing must be of sufficient size and strength to maintain the aim of closure; and

2.3.15.5 No boundaries to be provided by planting only.

Private Gardens

2.3.16 For the avoidance of doubt no works are required to private gardens other than those set out at 2.3.14 and 2.3.15 above and Annex 10 (Availability Standards), but the Contractor will be responsible for making good any disturbance caused to the garden.

Neighbourhoods Semi Private Space

2.3.17 The improvement and planting of existing courtyards/greens to provide semi private space for surrounding Dwellings. Vehicular access will continue to be denied and privacy will be increased in by the infill of underpasses beneath flats and bed-sits indicated in Volume 2 Annex 5. The Contractor should consider the following:

2.3.17.1 To the quality of the courtyard area with contrasting finish of hard landscape materials;

- 2.3.17.2 Tree and shrub planting of appropriate species for the location and soil type;
- 2.3.17.3 Planting should be during the appropriate season;
- 2.3.17.4 Adequate, easily accessible laundry drying for those Properties without garden space; and
- 2.3.17.5 Accessibility for refuse collection where necessary and maximising the opportunity for recycling.

The Areas will be provided and maintained in line with the Availability Standards and Volume 1 Section 3 of the Output Specification.

Primary Routes

- 2.3.18 The Contractor shall provide primary routes for both Little London and Beeston & Holbeck to improve pedestrian and cycling access to the areas.
- 2.3.19 The Contractor will create two major pedestrian routes in Little London and one in Beeston Hill and Holbeck which will provide a legible route for walking and cycling, making connections with the city centre and surrounding neighbourhoods. The indicated location of these pathways is contained within:
 - 2.3.19.1 The Development Framework for Little London; and
 - 2.3.19.2 On a neighbourhood environmental improvements plan for Beeston Hill & Holbeck.
- 2.3.20 It is anticipated that the path of these major routes will form part of the Planning Application and variance from that indicated will require discussion with the City Council. The routes will be designed and constructed to meet the City Councils Adoptable Standards.

Secondary Routes and Paths

- 2.3.21 All secondary routes and footpaths that are to be retained within the Project Areas are to be reinstated and resurfaced in accordance with the City Council's Adoptable Standards:
 - 2.3.21.1 In similar materials different but complimentary to those used for primary routes with the aim of improving the walking service and generally improving the public realm; and
 - 2.3.21.2 Where resurfaced path lies adjacent to neighbourhood road, appropriate kerbs and drainage is to be provided.
- 2.3.22 All secondary routes and footpaths identified by this Agreement as not to be adopted by the City Council will be maintained by the contractor in accordance with the Availability Standards and the Service Delivery Plan in Annex 28.

Private Space around the multi-occupancy blocks

2.3.23 Works are required to these areas as set out in Volume 2.

Neighbourhood Roads and Car Parks

2.3.24 The Contractor will provide a design in accordance with this Agreement and the local planning authority to:

2.3.24.1 Indicate to vehicle users entering the neighbourhood that the area is semi private;

2.3.24.2 Demolish selected existing garage blocks and walls as indicated in Volume 2 Annex 3;

2.3.24.3 Reinstate and improve road surface where necessary in un-adopted areas;

2.3.24.4 Create new car parking opportunities within the neighbourhoods;

2.3.24.5 Provide Street trees as per Contractors proposals and maintain existing trees as per instructions/Tree Survey in Volume 2 Annex 8;

2.3.24.6 Visibility splays in accordance with highways required;

2.3.24.7 Make good road surface where demolition of garages has occurred; and

2.3.24.8 Provide minimum lighting levels to parking areas in accordance with BS 5489 and BS EN 13201.

Public Open Space

2.3.25 The Contractor is to provide and maintain new or improve of existing areas of public space within existing neighbourhoods in accordance with the requirements of this Agreement. The areas will take differing forms dependent on the local context and include some or all of the following:

2.3.25.1 Paths to adoptable Standards;

2.3.25.2 Grassed areas;

2.3.25.3 Fencing;

2.3.25.4 Sustainable planters;

2.3.25.5 Easily maintainable planting;

2.3.25.6 Trees; and

2.3.25.7 Vandal proof seating.

Alley Gating

- 2.3.26 The Contractor will improve the security and safety of residents by rationalising access to rear alleyways in the areas identified in Volume 2 Annex 8.
- 2.3.27 Gates should be of sufficient strength, size and material to deter access to the indicated alleyways.
- 2.3.28 Adjacent fences and boundary treatments will be designed to complement the secure function of the gate.

External Signage

- 2.3.29 The Contractor will provide and maintain external signage in accordance with Legislation, Guidance and Good Industry Practice that promotes the use of pedestrian and cycle routes.

Waste Disposal and Recycling Facilities

- 2.3.30 The Contractor is to consider within the design of external environmental areas:
 - 2.3.30.1 An innovative refuse collection solution for those areas where Wheelie Bins are not viable due to the topography of the site; and
 - 2.3.30.2 The provision of well managed and maintained community recycling areas will be welcomed by the City Council.

Street Furniture

- 2.3.31 The Contractor will provide high quality points of interest and stopping areas along footpaths utilising street furniture in accordance with Legislation, Guidance and Good Industry Practice.

Private Space around multi-occupancy blocks (both new and refurbished)

- 2.3.32 The Contractor will provide and maintain in accordance with the requirements of this Agreement, guidance and Good Industry Practice a private garden space for the enjoyment of those residents living within multi-occupancy blocks that achieves:
 - 2.3.32.1 A high quality, robust boundary treatment that shall minimise the possibility of vandalism;
 - 2.3.32.2 Appropriate landscaping and planting for the location and soil type;
 - 2.3.32.3 Grassed areas;
 - 2.3.32.4 An area that is suitable for use by both adults and children, and for sheltered blocks the design should be suitable for the elderly; and
 - 2.3.32.5 Pathways a minimum width of 1m.

2.4 CONVERSIONS

Scope

2.4.1 The Contractor will be required to carry out conversion works on certain Dwellings in addition to refurbishing them to the Full Availability Standard.

Details of the Dwellings to be converted and refurbished are included in Volume 2, Annex 5.

Conversion Certification Standard is included in Volume 1, Annex 8.

Responsibilities

2.4.2 In undertaking the conversion works, the Contractor shall:

2.4.2.1 Convert and refurbish the Properties and undertake the Works required to ensure that the Properties achieve the Full Availability Standard, as set out in Volume 1, Annex 10, and are thereby “Fully Available”;

2.4.2.2 Comply with the requirements of this Agreement;

2.4.2.3 Complete the Works within a period of 5 years from the Commencement Date;

2.4.2.4 Comply with all other requirements under this Agreement;

2.4.2.5 Satisfy the criteria within the Conversion Certification Standard ;
and

2.4.2.6 Comply with the Contractor's Proposals.

2.5 Not used

2.6 REFURBISHMENT

Scope

2.6.1 Numbers of the Dwellings to be repaired and refurbished are included in Volume 2 of the Output Specification.

Responsibilities

2.6.2 In undertaking the Refurbishment Works, the Contractor shall:

2.6.2.1 Repair and refurbish the Properties and undertake the Works required to ensure that the Properties achieve the Full Availability Standard, as set out in Annex 10;

2.6.2.2 Comply with the requirements of this Agreement;

- 2.6.2.3 Comply with requirements of the Protocols;
- 2.6.2.4 Complete the Works within a period of 5 years from the Commencement Date;
- 2.6.2.5 Be responsible for liaising with the City Council and relevant telecommunication providers to ensure that all necessary notices are given for the temporary removal and re-fixing or the protection of telephone masts, antennae or other structures situated on buildings;
- 2.6.2.6 Comply with all other requirements under this Agreement;
- 2.6.2.7 Satisfy the criteria within the Certification Standard (Refurbishment); and
- 2.6.2.8 Comply with the Contractor's Proposals.

Area Specific Works

- 2.6.3 In addition to the refurbishment requirements identified in volumes 1 and 2, the Contractor will be required to:
 - 2.6.3.1 Provide solutions to inhibit build up of guano and nesting/roosting of pigeons on the balconies, ledges, etc.;
 - 2.6.3.2 Provide solutions (and liaise with YEDL) to provide a safe, secure and accessible electric meter where situated adjacent to door entrances.

2.7 OVERVIEW OF AVAILABILITY STANDARDS

Availability standards

- 2.7.1 The Contractor is required to ensure that all the Properties within the scope of this Agreement are maintained to specified standards, termed the Availability Standards, and that they remain Available from the relevant Service Commencement Date until the Expiry Date.
- 2.7.2 The Availability Standards, which are set out in Annex 10, relate to all aspects of a Property, including:
 - 2.7.2.1 Roofs, external walls, cladding, external wall finishes, flues;
 - 2.7.2.2 Rainwater goods;
 - 2.7.2.3 Windows and external doors;
 - 2.7.2.4 Internal walls, doors, fixtures, fittings;
 - 2.7.2.5 Kitchens and bathrooms;
 - 2.7.2.6 Space and water heating;

- 2.7.2.7 Utilities;
- 2.7.2.8 Energy efficiency; and
- 2.7.2.9 External areas within the curtilage.

2.7.3 The Availability Standards which must be maintained are in respect of the following:

- 2.7.3.1 Dwellings;
- 2.7.3.2 Communal Areas and Communal Room and Facilities ;
- 2.7.3.3 Environmental Works and garages as listed in Volume 2 of the Output Specification;
- 2.7.3.4 Leasehold Properties;
- 2.7.3.5 Not used
- 2.7.3.6 Not used

Applying the Standards

2.7.4 There are 2 periods, during which different Availability Standards apply.

Interim Services Period

- 2.7.4.1 In respect of Refurbishment Properties, this covers the period between the Initial Services Commencement Date (Refurbishment) and the completion of the repair and Refurbishment Works to a Dwelling; and
- 2.7.4.2 During this time, the Contractor will be required to maintain the Refurbishment Properties to the Interim Availability Standard.

Full Services Period

- 2.7.5 The Full Services Period is the period of time between a Property being certified with a Certificate of Availability (Full Standard) until the expiry or earlier termination of this Agreement;
- 2.7.6 During the Full Services Period, the Contractor will maintain the Properties to the Full Availability Standard; and
- 2.7.7 In order to be certified with a Certificate of Availability (Full Standard), Properties must satisfy the relevant requirements set out in Annex 10.
- 2.7.8 This Standard should be achieved by all Dwellings whether or not they are new, converted or refurbished.

Exceptions and Amendments to the Availability Standards

2.7.9 Exceptions

- 2.7.9.1 The City Council recognises that there are certain instances in which it would not be appropriate or value for money to require the Contractor to comply in full with an Availability Standard during the refurbishment of the Dwellings (for example, during certain external works to void properties and where works adjoin neighbouring properties e.g. where cladding, re-roofing works will be undertaken); and
- 2.7.9.2 The circumstances in which an exception may be agreed by the City Council are set out at the end of the relevant standard.

2.7.10 Amendments

- 2.7.10.1 There are certain instances in which an amended version of a particular Standard will apply; and
- 2.7.10.2 Such amendments are generally of a minor nature and relate to the Sheltered Accommodation.
- 2.7.10.3 Where amendments do apply, they are set out following the relevant standard.

Maintaining the Properties as Available

- 2.7.11 The Contractor shall maintain the Properties to the required Availability Standard through the provision and delivery of the repair and maintenance service.

Failure of Availability

- 2.7.12 A Property, Dwelling or Environmental Works Area will be deemed to be Unavailable where:
 - 2.7.12.1 It fails to meet an Availability Standard as set out in Annex 10 or
 - 2.7.12.2 An Emergency Repair has been raised.
 - 2.7.12.3 The procedures for responding to Unavailability and the linkages with the Payment Mechanism are set out in Annexes 12 and 13.

General Requirements: Community Liaison

- 2.7.13 The Contractor is required to undertake all necessary consultation with Tenants, Leaseholders and private residents with regard to the planning and implementation of its programme of Works.

Required Outcome

- 2.7.14 An effective and efficient liaison procedure designed to address issues specifically in relation to refurbishment, new build and environmental improvement works.

- 2.7.15 The liaison procedure will provide a comprehensive communications programme with all key Stakeholders in the area, primarily including Tenants, residents and local organisations such as Tenant and Resident Associations, schools and other community groups.

Methods of Contacting the Contractor

- 2.7.16 The Contractor shall be responsible for providing a range of methods via which Tenants, residents and other community stakeholders are able to contact it in relation to Works and Services, planned or in progress, connected to the Project.
- 2.7.17 Stakeholders must be able to make enquiries, complaints and obtain information linked to the Works and Services being provided by the Contractor under this Agreement.
- 2.7.18 Methods of contact which are to be provided shall include, as a minimum: telephone; in person; in writing; text; e-mail; and internet.
- 2.7.19 A Helpdesk shall be provided to support responses to all reports, enquiries, requests for information and complaints made. The Helpdesk shall provide a seamless service, dealing with not only the Works element of the contract, but also the Services provided by the Contractor under this Agreement.

Customer Complaints and Compliments

- 2.7.20 The Contractor must have in place a procedure for handling complaints and compliments in accordance with Good Industry Practice and the Contractor's Quality Plan and Quality Assurance accreditation, and must operate the system in accordance with its agreed terms. The system must:
- 2.7.20.1 Be transparent and verifiable;
 - 2.7.20.2 Be accessible to all regardless of age, gender, ethnicity or disability;
 - 2.7.20.3 Have regard to and interface with the City Council's own complaints and compliments policy; and
 - 2.7.20.4 Incorporate a procedure for receiving, recording and dealing with complaints and compliments made verbally to persons employed in delivering the Works.
 - 2.7.20.5 The Contractor will provide a robust escalation process..
- 2.7.21 The Contractor must use reasonable endeavours to notify Stakeholders of the existence of its complaints and compliments procedure and of necessary details to facilitate the making of complaints and/or the giving of compliments.

Liaison and Involvement

- 2.7.22 For the period of the Agreement within which the Works (refurbishment, conversions, demolition, environmental improvements and new build) are carried out, the Contractor shall liaise and consult with, and involve Tenants, Leaseholders, the wider community, Elected Members, Tenant & Resident Groups (including Compact Groups) and other key stakeholder groups, as well as the City Council's Tenancy Management Board and Area and Neighbourhood Management Teams.
- 2.7.23 An indicative but not exhaustive list of the information which the Contractor will be expected to provide is detailed at Annex 22.
- 2.7.24 In line with Schedule 9 – Liaison Procedure in the Project Agreement, the Contractor will be required to attend Project Liaison Group meetings every two months for the initial contract period whilst Works are on going (5 years) and quarterly thereafter. The Project Liaison Group will consist of council officers, Contractor representatives, Elected Members and resident representatives. The purpose of the group will be to review all aspects of performance of this Agreement and provide a forum for joint strategic discussion, ensuring dissemination of information to all key Stakeholders.
- 2.7.25 In addition to the Contractor will also be required to attend meetings of local groups and associations, such as Tenant Compact Groups, Local Area Boards and Tenant & Resident Associations, as and when invited to discuss any matters arising in relation to the Works and/or Services delivered under this Agreement.
- 2.7.26 The Contractor should be aware that some meetings are held outside of business hours and it should make provision for this, subject to maximum of 20 meetings outside of business hours per calendar year.
- 2.7.27 Where suggestions and proposals for improving the delivery of Works are put forward, consideration of issues will take place between the Contractor and the Council as part of the contract management arrangement. The Contractor will provide a response and feedback to the relevant group(s) as to whether it intends to adopt the proposals and if not, its reasons for not adopting the said suggestions.

Refurbishment

Access Arrangements

- 2.7.28 The Contractor will work in line with the Access Protocol in accessing Tenant's Dwellings, and also when needing to access properties in third party ownership in connection with implementing the Contractor's Proposals.
- 2.7.29 The Contractor should adopt an approach for providing regular information with regard to the Works programme and for consulting Tenants generally about the programme and schemes of Works, and should consult specifically with individual Tenants about Works to their home.

- 2.7.30 Consultation and information provision should include a range of approaches including a range from:
- 2.7.30.1 Regular tenants newsletter or news sheet, at least every 6 months on the programme proposals and time scales;
 - 2.7.30.2 Open days and events to promote the programme and seek feedback on the proposals;
 - 2.7.30.3 Individual Tenant visits and interviews;
 - 2.7.30.4 Tenant choice events and show facilities;
 - 2.7.30.5 Web site access on the programme proposals; and
 - 2.7.30.6 Information available to Tenants on Works proposals for each property type and indicative programme timing of Works to their homes.
- 2.7.31 Liaison support should also be provided by the Contractor to Tenants throughout the delivery of the Works programme prior to the Works delivery, during the Refurbishment Works and as an after care service. Support should include:
- 2.7.31.1 Advice and information;
 - 2.7.31.2 Confirmation of Tenant choices and requests;
 - 2.7.31.3 Complaint handling;
 - 2.7.31.4 Reporting of and feedback on snags and issues;
 - 2.7.31.5 Pre-works checks;
 - 2.7.31.6 Arrangements for works access;
 - 2.7.31.7 Reporting on progress including delays;
 - 2.7.31.8 Support with protecting household possessions and furniture, including access to temporary storage facilities;
 - 2.7.31.9 Support on temporary housing to decant accommodation for vulnerable and other households in accordance with the Decant Protocol; and
 - 2.7.31.10 Feedback and satisfaction reporting on the works programme.
- 2.7.32 The Contractor is required to undertake all necessary prior consultation and liaison with Leaseholders regarding the planned programme of works impacting on their home. This should include where necessary all the aspects noted above, including any choices available to Leaseholders relating to the communal works. The Contractor additionally will be required to provide details to the City

Council of the specific programme of communal works that are to be undertaken relevant to each leasehold Dwelling prior to commencing the works, and confirm on completion of the works any changes that have occurred. Following Certification of the Works the City Council will inform the Leaseholder on the service charge costs for the communal works and will require details of actual costs incurred to appropriately invoice the Leaseholder.

- 2.7.33 Further more, the Contractor will be required to undertake all necessary consultation with private residents and owners impacted by the programme of works. This will include undertaking all necessary consultation with regard to Party Wall Act and Neighbouring Land Act requirements. The Contractor should provide all necessary aspects of consultation, information provision and liaison support identified above.

Tenant Satisfaction Survey

- 2.7.34 The Contractor will carry out post works satisfaction surveys with Tenants of all refurbished Dwellings.

- 2.7.35 The Satisfaction Survey must:

- 2.8.35.1 Be accessible to all Tenants regardless of age, gender, ethnicity or disability;
- 2.8.35.2 Be issued in separate formats which meet the needs of the Tenant being surveyed; and
- 2.8.35.3 Be issued to each tenanted Refurbishment Dwelling on completion of Refurbishment Works to that Dwelling.

- 2.7.36 The Survey must solicit feedback on:

- 2.7.36.1 The quality and timeliness of the Refurbishment Works undertaken;
- 2.7.36.2 The behaviour of persons employed in delivering the Works;
- 2.7.36.3 The interface between the Contractor and the Tenant before, during and after the Refurbishment Works; and
- 2.7.36.4 General issues and suggested improvements to the Works process.

New Build & Environmental Improvements

Notification and Communication

- 2.7.37 The Contractor must have in place a robust procedure for liaising and providing notification to Tenants, residents and other local Stakeholders (e.g. schools, children's centres, business and community centres) of activities in relation to New Build developments and Environment Improvements.

- 2.7.38 Particular attention shall be paid to the occupiers of those Dwellings that face onto or adjoin development sites, or are otherwise directly affected by activities on sites by way of noise, dust, traffic, sight or access.
- 2.7.39 The Contractor will be responsible for ensuring that adequate notification is given to Tenants and residents of the commencement of Works, including full explanation of what Works are to be undertaken, how long they are expected to last, information relating to working protocols (including but not limited to: noise free periods; hours of operation; restrictions on movement of heavy plant machinery; site security; and site access procedures).
- 2.7.40 In addition to notification, the Contractor will also be responsible for ensuring that Tenants and residents affected by New Build and Environmental Works are contacted on a regular basis, throughout the period of disruption, with updates on progress, information relating to anticipated completion of works and contact details for any enquiries.

PART 3 – SERVICES

3.0 INTRODUCTION

3.0.1 This Part 3 (Services) is focused on the Services Period, however, any design, construction, maintenance or renewal works undertaken during the life of the contract must also comply with the requirements of Part 2 (Works) of this Output Specification.

3.0.2 In addition to the requirements identified in this Part 3 (Services) the Services must also meet the minimum requirements of the annexes, particularly:

Annex 4	Statutory Requirements and Guidance (Works and Services)
Annex 5	Sustainability Objectives
Annex 6	Service Performance Standards
Annex 10	Availability Standards
Annex 11	Working Practices
Annex 12	Unavailability and Temporary Repairs
Annex 13	Unavailability, Temporary Accommodation
Annex 14	Repairs, Classification and Prioritisation
Annex 15	Responsive Repairs and Classification
Annex 16	Planned , Programmed, Preventative and Cyclical Maintenance
Annex 17	Void Letting Standards
Annex 18	Void Categories and Time Periods
Annex 19	Caretaking and Cleaning Services, Properties and Locations
Annex 20	Cleaning Standards
Annex 21	Performance Indicators
Annex 22	Information Requirements
Annex 23	Information Security
Annex 24	Hand-back Standards
Annex 25	Protocols
Annex 26	City Council Policies
Annex 28	Delivery Plans

3.0.3 The Services be in compliance with the relevant requirements of Part 4, The Services and Part 8, General of the Project Agreement.

3.0.4 All Services, including selection of materials and components, shall ensure ease of future operation, maintenance, renewal and cleaning which minimises future inconvenience and disruption to Service Users.

3.1 GENERAL SERVICE REQUIREMENTS

Required Outcome

- 3.1.1 A facilities management service including with asset maintenance and renewal, which supports the City Council in the delivery of excellent services to Service Users, and which ensures that the Dwellings, including the common/communal areas of multi-occupancy blocks of Dwellings, Sheltered Accommodation and linked communal facilities, meet the Availability and Performance Standards throughout the life of the contract, meet the Hand-back Requirements on Expiry and comply with the other relevant obligations of this Agreement.

Scope

- 3.1.2 The contractor will provide;
- 3.1.2.1 Repairs, Maintenance and Re-servicing of Void Properties;
 - 3.1.2.2 Planned, Programmed, Preventative and Cyclical Maintenance;
 - 3.1.2.3 Caretaking and Cleaning to Communal Areas and Facilities;
 - 3.1.2.4 Estate and Environmental Maintenance;
 - 3.1.2.5 Customer Access and Liaison;
 - 3.1.2.6 Contract Management, Reporting and Information;
 - 3.1.2.7 Continuous Improvement;
 - 3.1.2.8 Mobilisation and Initial Services;
 - 3.1.2.9 Hand-back on Termination or Expiry;
 - 3.1.2.10 CRB Checks – reviewed every 3 years;
 - 3.1.2.11 Health & Safety and Risk Assessments;
 - 3.1.2.12 Staff Conduct & Training; and
 - 3.1.2.13 Quality Assurance.

Consent

- 3.1.3 The Contractor will ensure that all necessary consents and certificates required for the delivery of the Services, including the maintenance of the assets, are obtained and maintained and their requirements met.
- 3.1.4 To include fire safety certificates, electrical safety certificates, gas safety certificates and all other certification required by Legislation, Guidance or Good Industry Practice to be obtained and/or maintained, and in each case in accordance with Legislation, Guidance and Good Industry Practice.

- 3.1.5 To include all necessary Consents for the delivery of the Services, for example from adjoining owners in the case of any maintenance access requirements, or from the planning authority in the case of pruning trees in conservation areas or which are otherwise subject to tree preservation orders.

Guidance

- 3.1.6 The Contractor will ensure that the design and delivery of the Services complies with Legislation, Guidance and Good Industry Practice and elements of best practice.
- 3.1.7 The services must meet the requirements of the City Council's Policies set out in Schedule 13 (City Council Policies) to the Project Agreement and should also be consistent with the recommendations and best practice identified in those policies.
- 3.1.8 All cleaning and maintenance (including servicing and testing) should be consistent with the recommendations identified by the relevant manufacturer.
- 3.1.9 The design and delivery of the Services should also be consistent with the requirements and recommendations of the other documents listed in Annex 4 (Statutory Requirements and Guidelines: Works and Services).

Users

- 3.1.10 The design and delivery of the Services addresses the needs of the Service User groups in accordance with Legislation, Guidance and Good Industry Practice and incorporating elements of best practice.
- 3.1.11 In particular the services should meet the requirements of the protocols set out at Annex 25 (Protocols) and in accordance with Annex 11 (Working Practices).
- 3.1.12 The Services should be designed and delivered such that they are fully accessible to the specific Service User groups, for example using easy to understand communications.
- 3.1.13 Communications with Tenants and licensees should fully address the needs of the specific Service User groups. Additional information should be provided by the Contractor to help people understand the repairs and maintenance services, ensuring the key areas are clearly highlighted, using plain images, short sentences, simple punctuation and no jargon. Photos, drawings or other illustrations should be included to make the material as helpful and as clear as possible to the reader.

Environment

- 3.1.14 The design and delivery of the Services minimises their impact on the environment and maintains the environmental performance and life expectancy of the Properties.
- 3.1.15 In accordance with Legislation, Guidance and Good Industry Practice.
- 3.1.16 In accordance with the City Council's environmental policy set out at Annex 26 (City Council Policies).
- 3.1.17 Selection of products and consumables used in the delivery of the Services should:
 - 3.1.17.1 Minimise harmful impact on the environment, for example environmentally friendly cleaning products, pesticides and fertilisers;
 - 3.1.17.2 Minimise use and waste of materials, for example paper;
 - 3.1.17.3 Be drawn from sustainable sources, for example paper with a high proportion of recycled material to be used wherever possible; and
 - 3.1.17.4 Support recycling and re-use, for example separation of waste, taking surplus or damaged furniture to centres which refurbish and re-use these items in the community.
- 3.1.18 Maintenance (including servicing, commissioning and testing) which ensures the actual environmental performance is that intended by the designs, for example heating systems, water systems, lighting systems.
- 3.1.19 Maintenance (including servicing, commissioning and testing) which ensures the actual life expectancy of individual items is that intended by the designs, for example protecting external building elements from damage by weather and air-borne pollutants.

Security

- 3.1.20 The design and delivery of the services maintains a secure environment for the protection of people and property, and maintains protection against forced entry and crime.
- 3.1.21 In accordance with Legislation, Guidance and Good Industry Practice and incorporating elements of best practice.
- 3.1.22 Maintenance (including servicing, commissioning and testing) which ensures the integrity and operation of the security systems and features is that intended by the designs.
- 3.1.23 Working practices which do not breach the integrity of the security systems and features, for example not leaving doors propped open and unattended while undertaking cleaning and maintenance tasks.

- 3.1.24 The Contractor shall maintain at all times a written policy and procedures document with respect to the operation and use of the CCTV system(s) which complies with the City Council's CCTV policy set out in Annex 26 (City Council Policies).
- 3.1.25 Providing access to view and facilities to take copies from CCTV footage in accordance with Legislation, Guidance and Good Industry Practice and the Contractor's policies and procedures.
- 3.1.26 Accessible advice and information provided to Accommodation Users on correct operation of security systems and features.

Safety

- 3.1.27 The design and delivery of the services maintains a safe environment for the protection of people and property.
- 3.1.28 In accordance with Legislation, Guidance and Good Industry Practice and incorporating elements of best practice.
- 3.1.29 Maintenance (including servicing and testing) which ensures the integrity and operation of the safety systems and features is that intended by the designs.
- 3.1.30 Working practices which do not breach the integrity of the safety systems and features, for example not blocking fire exits while undertaking cleaning and maintenance tasks.
- 3.1.31 Accessible advice and information provided to Service Users on correct operation of safety systems and features according to Manufacturers Recommendations and Good Industry Practice.

Disability

- 3.1.32 The design and delivery of the Services addresses the needs of disabled people.
- 3.1.33 In accordance with Legislation, Guidance and Good Industry Practice and incorporating elements of best practice.
- 3.1.34 In accordance with the City Council's equal opportunities policy set out at Annex 26 (City Council Policies) and the working practices set out at Annex 11 (Working Practices).
- 3.1.35 Maintenance, cleaning and grounds maintenance activities shall protect the safety of all, taking account of the needs of disabled people.
- 3.1.36 Maintenance, cleaning and grounds maintenance activities shall maintain physical accessibility (in so far as is reasonably practicable) in and around the project areas for all, taking account of the needs of disabled people.
- 3.1.37 Management and administration of the Services, including the Helpdesk and other communications with Service Users, shall be accessible to Service Users

with a disability, including (but not limited to) the provision of documentation in large print and Braille, and including provision for people who are deaf or are hard of hearing.

Diversity

- 3.1.38 The design and delivery of the Services addresses the needs of a wide range of black and minority ethnic, and religious and cultural groups.
- 3.1.39 In accordance with Legislation, Guidance and Good Industry Practice and incorporating elements of best practice.
- 3.1.40 In accordance with the City Council's equal opportunities policy set out at Annex 26 (City Council Policies) and the working practices set out at Annex 11 (Working Practices).
- 3.1.41 Delivery of the Services will be sensitive to the religious and cultural views of Service Users, for example days of rest and religious and cultural festivals such as Christmas, Diwali, Eid and Hanukkah. It is not intended that such days should be treated as non working days. In the event that access is refused, the normal Access Protocol will apply.
- 3.1.42 Delivery of the Services will be accessible to those who do not speak English or whose first language is not English. Communications strategies need to identify the most appropriate means of providing relevant information in priority community languages. This could involve printing information in the languages identified, but in some cases it might be more effective to use other means of communication. For example, audio tapes might be required for people who are unable to read or write in their first language. Audio tapes may also be required where communities speak dialects that tend to be spoken but not written, such as Pahari-Mirpuri (an Urdu / Punjabi dialect) and Sylheti (a Bengali dialect). In some circumstances providing interpreters may be the most appropriate option.
- 3.1.43 The service shall provide opportunities for:
- the engagement of local supply chain partners; and
 - employment and training.

3.2 REPAIR AND MAINTENANCE AND RE-SERVICING VOID PROPERTIES

Required Outcome (Repairs and Maintenance Service)

- 3.2.1 A safe and comfortable environment for all Service Users supported by a comprehensive planned and responsive maintenance service that adapts to the day-to-day pressures of a housing environment, and that any failures in Properties and asset components are assessed and addressed in an efficient manner.
- 3.2.2 A Service which ensures the Contractor is able to meet its obligations under this Agreement, particularly those set out at clause 23.1 (Maintenance), that the requirements set out in Annex 24 (Handback Requirements) will be met, and

that the Services will be continuously Available and the Performance Standards met.

- 3.2.3 A Service that ensures the City Council's legal and statutory repair and maintenance obligations as landlord, are satisfied in full in respect of the Tenancies of Dwellings, Tenancies of Garages and Leases of Leasehold Dwellings and that all other Property and external features owned by the City Council and within the scope of this Agreement are maintained to the standards required by this Agreement.
- 3.2.4 A Service that ensures the City Councils statutory responsibilities as "Building Owner" are satisfied, in so far as they are subject, in respect of the scope and type of works laid down in this Agreement (e.g. cover physical/building works which may not specifically be a repair or an improvement e.g. mould growth).
- 3.2.5 A Service that will provide adequate record to ensure that the statutory and contractual requirements are being adhered to and be available for inspection upon receipt of notice from the City Council or any other legally constituted body with a legal interest.
- 3.2.6 A Service that ensures that communal areas, rooms and facilities to multi-occupancy blocks of Dwellings remain free from material damage or defects and are maintained in good decorative order throughout the Service Period.

Scope (Repairs and Maintenance Service)

- 3.2.7 The work, workmanship and materials used to provide the Property Repair and Maintenance Service shall satisfy the general requirements within Volume 1, Part 1, Section 1.7.6 – 1.7.12 and are fit for purpose according to Manufacturers Recommendations and Good Industry Practice.
- 3.2.8 The Properties within the scope of this Property Repair and Maintenance are:
 - 3.2.8.1 All Dwellings including areas within the curtilage;
 - 3.2.8.2 All multi – occupancy blocks of Dwellings including the communal areas, rooms and facilities within the curtilage;
 - 3.2.8.3 All Garages, as identified by the Contractor pursuant to its Environmental Works;
 - 3.2.8.4 All New Build Dwellings, which are to be constructed under the terms of this Agreement;

as referred to in Schedule 2, Volume 2 of this Agreement.

Outstanding Repairs

- 3.2.9 Responsibility for any responsive repairs which are reported and outstanding as at the Service Commencement Date will remain the responsibility of the City Council and the work will be completed within 3 calendar months of the Initial Service Commencement Date (Refurbishment).

- 3.2.10 Responsive Repairs do not include those repairs or maintenance works which are categorised as planned, programmed, preventative, cyclical or life – cycle replacements. Nor do they include the rectification of deterioration, defects or malfunctions which have occurred prior to Service Commencement, unless they have been duly logged and actioned by the City Council prior to that time.
- 3.2.11 Outstanding Repairs are those day to day Responsive Repairs for which the City Council is legally responsible which are reported to the City Council before the Initial Services Commencement Date (Refurbishment) and which have been logged on the City Council's computer systems in accordance with procedures but which would previously have been carried out by the City Council prior to service start.
- 3.2.12 The City Council will at Initial Services Commencement Date (Refurbishment) provide the Contractor with a comprehensive list of these outstanding repairs.

Repairs Service Plan

- 3.2.13 The Contractor shall, as appropriate to the element and prevailing conditions routinely and periodically overhaul, refurbish and renew building components to ensure that the Properties remain Available.
- 3.2.14 Annex 16 (Planned, Programmed, Preventative and Cyclical Maintenance) details the requirements in respect of planned, preventative and cyclical maintenance programmes, life cycle renewals, the Contractor's obligations in relation to servicing and testing.
- 3.2.15 All Installations, equipment and appliances must be commissioned and be routinely and regularly serviced and tested in accordance with statutory requirements, manufacturer's guidance and recommendations and Good Industry Practice.

Reporting and Requesting Repairs

- 3.2.16 Methods of requesting repairs or making enquiries or reports or otherwise accessing the Repairs and Maintenance Service are detailed below.
- 3.2.17 A report of a fault may be made by: a Tenant, a Leaseholder, a third party acting on their behalf, a member of the public, or a representative of the City Council.
- 3.2.18 The Contractor will be required to adopt a system for the categorisation and prioritisation of repairs which is similar to that operated by the City Council. The key principles of a classification system such as the Contractor will be expected to provide are set in Annex 14.
- 3.2.19 Upon receipt of a request for a repair, the Contractor shall record, categorise and prioritise the repair in accordance with its classification system and will notify the Tenant or Leaseholder within 1 working day of the request. (No letter will be required to be dispatched for emergency repairs).

- 3.2.20 The rectification period will commence from the date and time that the Contractor, or any party authorised to receive requests on the contractors on its behalf, receives such a report or request for a repair.
- 3.2.21 Repairs are to be completed within specified timescales as found in Annex 14.
- 3.2.22 Emergency Repairs will always be deemed an Unavailability event and will be considered and measured under the application of Availability in accordance with this Agreement and its Payment Mechanism.

Repairs by Appointment

- 3.2.23 “Repairs by Appointment” system is to be provided for all responsive internal repairs, save for those which are categorised as emergencies. Although formal appointments for emergency repairs will not be a specific requirement under the Repairs by Appointment system, the Contractor will be expected to make access arrangements with the Tenant. Formal appointments will also be required for any repairs classified as “external repairs” but where access into the interior of the Dwelling will be required.
- 3.2.24 It is expected that, as a minimum, appointments will be provided on working days between the hours of 8 a.m. to 8 p.m. Monday to Friday and 8 a.m. to 1 p.m. Saturdays and within the time bandings of: morning, afternoon and evening. Appointments must be arranged for a day and time period which is convenient for and agreed by the Tenant or Leaseholder and must be confirmed verbally at the time of the report and in writing, including electronically where applicable, and dispatched within 1 working day of the report.
- 3.2.25 Where the Contractor fails to keep an appointment, it will re-arrange the appointment at the Tenant’s convenience.

Redecoration

- 3.2.26 The Contractor shall implement a scheme to make good or reimburse Tenants for consequential damage to their decorations arising from works of responsive repairs, planned, preventative and cyclical maintenance, servicing and testing or any inspection of the Dwelling it has undertaken. Any such scheme must take account of and comply with contemporary legislation and case law throughout the period of this agreement.
- 3.2.27 Notwithstanding the above the Contractor is required to minimise or mitigate the extent of any damage to decorations arising as a result of refurbishment or any other works undertaken in pursuance of this Agreement. Excessive or unnecessary damage resulting from the contractor or his agents operations are the liability of the contractor.

Quality of Repair Service

- 3.2.28 The Contractor will be expected to have systems in place to routinely monitor and check the quality of the work, workmanship and materials.

- 3.2.29 Where poor quality work, workmanship or materials are identified or reported, the Contractor shall rectify these within 24 hours of such a report or identification.
- 3.2.30 Where the defect is not rectified within this period, the repair will be deemed to be incomplete and the fault still remaining as from the date of the initial report or request. Repair recalls from a Tenant should be monitored, indicating where a repair has either not been completed in accordance with the original request, where a fault remains with the repair undertaken or where there is failure of the repair undertaken.

Satisfaction Levels Repairs Service

- 3.2.31 Tenant and Leaseholder satisfaction with the Property Repair and Maintenance Service to be monitored and assessed following each repair.
- 3.2.32 Contractor to provide a report to the City Council setting out the outcomes of its monitoring and assessment.
- 3.2.33 The contractor will provide a robust escalation process.

Adaptation Service

Required Outcome

- 3.2.34 The Contractor will be required to support the City Council in providing an adaptation service for Tenants who require adaptation or alteration of their home to meet their needs.
- 3.2.35 The required outcomes identified for the Repairs and Maintenance Service 3.2.1. to 3.2.6 above, should apply equally to the adaptations service provided. Further, the general requirements for the Repairs and Maintenance service also apply, namely:
- 3.2.35.1 Reporting and recording of service requests;
 - 3.2.35.2 Categorisation and prioritisation of requests;
 - 3.2.35.3 Appointments system for all internal works;
 - 3.2.35.4 Redecoration following works;
 - 3.2.35.5 Quality control of works;
 - 3.2.35.6 Satisfaction levels.

Notification of Adaptation

- 3.2.36 The contractor is required to undertake small works items, termed 'Minor Adaptations' in the Adaptations Protocol, as if they are Responsive Repairs.

Generally these are minor works, up to a cost value of [£250] per request, which Tenants should be able to request without the need for an Occupational Therapist assessment of their individual needs. These Minor Adaptations are proposed to include works such as the provision of lever taps to a kitchen or bathroom, the provision of grab handles to a bathroom or toilet, the provision of short handrails to steps and stairs, the relocation of light switches or sockets in a room to be more accessible.

3.2.37 Minor Adaptations should normally be categorised as Priority Repair requests and be completed within 4 working days.

3.2.38 Where a Tenant requires more extensive adaptation, either by way of removal, alteration or renewal of existing adaptations or the provision of new adaptations this would normally only be undertaken following an assessment of the individual needs by an Occupational Therapist. In such cases, the Adaptation Protocol sets down the process whereby the City Council will take responsibility for the necessary assessment of need and, advise the contractor through use of the Change Protocol of the action it would wish to take to meet the request made.

Requests for Adaptation will arise in a number of different ways:

3.2.38.1 a direct request from Tenant to the City Council;

3.2.38.2 a direct request from Tenant to the Contractor;

3.2.38.3 the potential need for adaptation identified by the contractor as part of the first Appointment or other contact initiated by way of the Access Protocol;

3.2.38.4 the need for work identified by Contractor as part of the voids survey process; or,

3.2.38.5 an adaptation request to the City Council from the prospective Tenant as part of the re-letting process.

3.2.39 The cost of Major Adaptations will be met in accordance with the Adaptations Protocol and will be in addition to Unitary Charge payments. The City Council intends to request all adaptation work through the Contractor as outlined in the Adaptation Protocol, however the right is reserved for any required adaptation work to be undertaken by the City Council's own sub-contractors where the Contractor is unable or unwilling to undertake the works, or the work is of a specialist nature.

3.2.40 To assist the process of agreeing the cost of standard adaptation works items a Catalogue of Low Value Change (Appendix 1) and Pricing Information (Appendix 2) is proposed to be included in the Appendices to the Change Protocol.

3.2.41 The service performance standards for Major Adaptations relate to the time scales from the initial receipt of the request for assistance to completion of the works, taking account of the degree of urgency of the individual need. It is

proposed that the relevant timescales to be met will be identified for each Change request made within the following performance standards:

- 3.2.41.1 Priority 3 need - 235 days
- 3.2.41.2 Priority 2 need - 112 days
- 3.2.41.3 Priority 1 need - 74 days

Some Major Adaptations, namely requests for external extension or major internal alteration may require submission as a Medium Value Change due to the overall cost of the proposed works.

Re-Servicing Void Properties

Required Outcome

- 3.2.42 To ensure that Voids are re – serviced within a minimum time period in order to minimise the loss of rental income to the City Council and to bring the Dwellings back into use quickly for people in housing need.

Scope

- 3.2.43 The Contractor will be required to re-service:
 - 3.2.43.1 All Dwellings;
 - 3.2.43.2 New Dwellings provided by the Contractor under the terms of this Agreement; and
 - 3.2.43.3 Garages.
- as and when these Properties become Void.
- 3.2.43.4 Void re – servicing works will be carried out
 - 3.2.43.4.1 to bring such Property to the Letting Standard as set out in Annex 17;
 - 3.2.43.4.2 In accordance with the timescales appropriate to the particular category of void as detailed in Annex 18; and
 - 3.2.4.3.3 Property Inspection Report, which contains all the required information, to be provided to the City Council within 1 working day of the commencement of the void property period.

- 3.2.44 Void re - servicing includes all activities relating to voids preparation – security, clearance, fumigation, cleaning, repairs and reconnection of services.

- 3.2.45 Save to the extent that the Tenant and Third Party Damage Protocol and Tenant Improvement Protocol apply in respect of ensuring that the Dwellings meet the

relevant Availability Standard, the remaining requirements within the Letting Standard are not to be deemed or otherwise considered as Qualifying Costs.

- 3.2.46 Voids are categorised based upon the financial value of the works required. These categories and values are identified in Annex 18.
- 3.2.47 The Contractor will be responsible for re – servicing a Void within the time periods appropriate to that category of Void with such time periods. The maximum re – servicing periods can be found in Annex 18.
- 3.2.48 Where the Contractor fails to complete the works within the relevant timescales, this will be measured against Annex 6 (Service Performance Standards).
- 3.2.49 If the Contractor fails to complete the Void re-servicing works within the applicable maximum void period, the Dwelling will be deemed to be Unavailable for each day by which the void property period exceeds the maximum.
- 3.2.50 For reasons of security the Contractor may deem it appropriate to complete certain works; such as the installation of high value items e.g. boilers, heaters and showers, on the day that the new Tenant moves into a Dwelling, typically termed the “final fix”. The Contractor must identify the type of work which it would propose to undertake on the “final fix” in its Service Delivery Plan; such works shall also be identified within the Void Property Inspection Report. Where the contractor fails to complete these works at the “final fix”, the Dwelling will be categorised as Unavailable.
- 3.2.51 Where possible, the City Council will provide contact details of the incoming Tenant and require 3 Working Days notice of the day that the new Tenant proposes to move into the property. The Contractor will thereafter make all necessary arrangements to ensure the completion of the final fix works.
- 3.2.52 The Contractor will be responsible for the security of the property during the void security period, as identified in column 4 of Annex 18. Where the Contractor determines that it is necessary to provide security measures to a Dwelling, it shall ensure that any such measures reflect and are sympathetic towards the overarching regeneration objectives for the area.
- 3.2.53 Following the end of the void security period, the City Council will notify the Contractor as to whether it shall retain the security measures as a pass through cost.

Notification of Void

- 3.2.54 Where a Tenant gives notice of intention to vacate a Dwelling, the Contractor will undertake a pre – termination visit. The City Council and/or its City Council Representatives may choose to accompany the Contractor on this visit.
- 3.2.55 The Contractor will be required to provide a schedule which lists all Tenant’s Improvement, Tenant Damage and Third Party Damage. The Contractor will notify the City Council of all identified potential Qualifying Cost, along with the actual cost of the works within 7 days of the pre- termination visit.

- 3.2.56 Following notification that a Dwelling is Void, the Contractor will be expected to undertake the Health and Safety checks and the property inspection within 1 working day.
- 3.2.57 The Contractor shall provide to the City Council within 1 Working Day of the inspection:
- 3.2.57.1 An inspection report, detailing the overall condition of the property, detailing decorations, damage and deterioration etc;
 - 3.2.57.2 A Health and Safety report, detailing any relevant safety issues evident at the time of inspection;
 - 3.2.57.3 An inventory of all extraneous items remaining in the property, including photographic records;
 - 3.2.57.4 A Schedule of Works, detailing the works proposed by the contractor in respect of attaining the appropriate Availability Standards; and
 - 3.2.57.5 A Programme of Works detailing the anticipated progress and identifying the anticipated completion date for works and any “final fix” elements of work.
- 3.2.58 Where appropriate, the requirements of the Tenant and Third Party Damage and; Tenant Improvement Works Protocols shall be complied with.
- 3.2.59.1 Where furniture, goods and belongings remain in a Property, the Contractor shall provide the City Council with an inventory and a photographic record.
- 3.2.60 Upon the City Council's written instructions, the Contractor will be required to dispose of the goods, or store them safely and securely for a period not exceeding 28 working days from the termination of the preceding tenancy.
- 3.2.61 Following this period, the City Council will authorise the Contractor to either dispose of the said goods or to continue to store them, with the costs of the storage from that time forward being a Qualifying Costs..
- 3.2.62 The Contractor shall provide to the City Council or its City Council Representative's with an invoice of all costs relating to additional storage and/or Tenant damage or Tenant works at the completion of the void period.
- 3.2.63 The Contractor shall provide to the City Council or its City Council Representative's a copy of the Energy Performance Certificate for the Dwelling in accordance with Annex 17.

Completion during Refurbishment Programme

- 3.2.64 Where a Property becomes Void prior to the completion of Refurbishment Works and it is deemed appropriate by the City Council by way of its proximity to an ongoing or proposed package of Refurbishment Works, the Contractor shall complete works of refurbishment within a period of 8 weeks.

- 3.2.65 The Property shall be fully refurbished to the extent that it satisfies the Full Certification Standard (Refurbishment). The exception from the Full Availability Standard which will apply is the Work to the external walls and structure. Refer to paragraph 2.7.9 and the relevant standard in Annex 10 for further details.

Mutual Exchanges

- 3.2.66 Where a Tenant gives notice of intention to “mutually exchange” a Dwelling, the Contractor will undertake a pre – termination visit. In such circumstances, the Contractor will be required to provide a Property Inspection Report. On the day that the new Tenant moves into the Dwelling, the Contractor will undertake the necessary Health and Safety checks. The City Council or the City Council Representative may chose to accompany the Contractor.
- 3.2.67 If the Contractor fails to complete the Health and Safety checks on that day, the property will be classified as Unavailable.
- 3.2.68 Works of repair identified on the Property Inspection Report will be undertaken in accordance with Repairs and Maintenance Service Requirements. No deductions will be made for non-compliance with the requirements for void Properties.
- 3.2.69 Where possible, the City Council will provide the Contractor with 3 working days notice of a mutual exchange.

Garages

- 3.2.70 The Contractor will be responsible for re – servicing all retained garages which become void and for ensuring that all such void garages meet the Garage Availability Standard and Relate Standard within 10 working days of the commencement of the void garage period.
- 3.2.71 Following notification that a garage is void, the Contractor must provide the City Council with an inspection report, which also includes details of the works required, within 1 working day.

Service Delivery Plans and Operating Manuals

- 3.2.72 The Contractor will provide and maintain Service Delivery Plans and Operating Manuals in respect of the Repairs and Maintenance and re-servicing Voids, in accordance with the requirements of this Agreement.
- 3.2.73 The Contractor will provide a comprehensive and robust Business Continuity Management Disaster Recovery (BCMDR) policy

Quality Plans and Health and Safety Plans

- 3.2.74 The Contractor will provide and maintain Quality Plans and Health and Safety Plans in respect of the Repairs and Maintenance and re-servicing Void Properties Service in accordance with the requirements of this Agreement.

3.3 PLANNED, PROGRAMMED, PREVENTATIVE AND CYCLICAL MAINTENANCE

Required Outcome

- 3.3.1 The planned, preventative and cyclical building maintenance regime must reduce the unnecessary deterioration of all building components, excluding internal decorations (apart from communal areas of multi-occupancy blocks of Dwellings, which includes sheltered accommodation and the linked communal facilities,) and minimise disruptions to the Unit of Accommodation caused by repeat reactive maintenance interventions.
- 3.3.2 The Contractor shall, as appropriate to the element and prevailing conditions routinely and periodically survey, inspect, service, overhaul, refurbish, and renew building components in accordance with Annex 16, to ensure that the Properties remain Available.

Scope

- 3.3.3 The Contractor will provide the City Council with its draft Maintenance Plan for the following year and in outline only for the subsequent 4 years in accordance with clause 23.3 of the Project Agreement (Lifecycle Works and Planned Maintenance).
- 3.3.4 The Maintenance Plan to include the required details and information and to set out the Contractor's proposals for its planned, programmed, preventative and cyclical Maintenance Works, including Life Cycle replacements and its schedules and programmes for servicing and testing.
- 3.3.5 Planned, programmed, preventative and cyclical Maintenance Programmes, including all servicing and testing activities and inspections, to be delivered in accordance with the Contractor's Maintenance Plan and within the timescales.
- 3.3.5.1 Each planned, programmed, preventative and cyclical Maintenance Programme to be completed within the Programme as set out in the Contractor's Maintenance Plan;
- 3.3.5.2 All servicing and testing of the services, installations, equipment and appliances and Fire Safety inspections to be completed within the Regulatory requirements as set out within its Maintenance Plan; and
- 3.3.6 Appointments to be made with Tenant where access is required to undertake the works, in accordance with the timescales set out in the Repairs Appointments System in accordance with Annex 14. If the Contractor fails to keep the appointment it will provide an agreed level of compensation and will re-arrange the appointment at the Tenant's convenience.

Periodic Surveys

- 3.3.7 The Contractor will be required to survey all Properties (the "Periodic Survey") between years 0 – 5, 6 – 10, 11 – 15 and in year 18 the final periodic survey (in accordance with clause 41 (Surveys on Termination and Retention Fund) of this

Agreement), and notwithstanding the Contractor's obligations under this Agreement, determine and execute any necessary works to ensure that the Properties remain Available. The Properties are to be compliant with the service standards, that they are free from outstanding repairs and to assess the anticipated remaining life expectancy of the key elements.

3.3.8 Surveys should, where appropriate, include for necessary risk assessments as part of the survey process. The surveys should include for all information requirements to ensure compliance with Annex 10 Availability Standards and Annex 22 Information Requirements. For the avoidance of doubt the surveys should include:

3.3.8.1 details of Dwelling attributes, elements and condition;

3.3.8.2 details of Availability failures;

3.3.8.3 details required to undertake a Decent Homes assessment;

3.3.8.4 details required to undertake an energy efficiency assessment and Energy Performance Certificate; and

3.3.8.5 details required to undertake a Housing Health and Safety Rating System (HHSRS) assessment for Level 1 and 2 hazards.

3.3.9 Where risk assessments are undertaken on a more frequent basis than the Periodic Surveys, there is no requirement to undertake additional risk assessments as part of the periodic surveys.

3.3.10 Reports to be provided to the City Council on outcomes of all periodic surveys and risk assessments.

3.3.11 Asset data base to be updated with outcomes of the Surveys.

3.3.12 The Contractor should undertake all works identified by the periodic surveys and risk assessments, either by way of immediate repair works in accordance with Annex 14 and 15, or as part of the planned works in accordance with Annex 16.

Service Delivery Plans and Operating Manuals

3.3.13 The Contractor will provide and maintain Service Delivery Plans and Operating Manuals in respect of Planned, Programmed, Preventative and Cyclical Maintenance Service in accordance with the requirements of this Agreement.

3.3.14 The Contractor will provide a comprehensive and robust Business Continuity Management Disaster Recovery (BCMDR) policy.

Quality Plans and Health and Safety Plans

3.3.15 The Contractor will provide and maintain Quality Plans and Health and Safety Plans in respect of Planned, Programmed, Preventative and Cyclical Maintenance Service in accordance with the requirements of this Agreement.

3.4 INTRODUCTION CARETAKING AND CLEANING AND PEST CONTROL

Required Outcome

- 3.4.1 A Professional, efficient and reliable caretaking, cleaning, waste management and pest control service that adapts to the day to day requirements of the Service Users.
- 3.4.2 The Contractor will ensure that the communal areas, rooms and facilities of multi-occupancy blocks of Dwellings identified in Volume 2, provide a safe, secure, healthy, clean, well maintained and attractive environment for Service Users and visitors.

Scope

- 3.4.3 The Contractor will responsible for providing a full caretaking, cleaning, waste management and pest control service to all internal and external communal areas (including communal rooms and facilities) within the curtilage of the multi-occupancy blocks of Dwellings as identified in Volume 2.
- 3.4.4 The Contractor will provide;
 - 3.4.4.1 Caretaking, patrol and inspection;
 - 3.4.4.2 Ongoing cleaning of key areas;
 - 3.4.4.3 Reactive cleaning;
 - 3.4.4.4 Window cleaning;
 - 3.4.4.5 Graffiti and fly-poster removal;
 - 3.4.4.6 Waste management; and
 - 3.4.4.7 Planned and reactive pest control.
- 3.4.5 The Contractor shall be responsible for managing and maintaining the aesthetic appearance of the communal areas and for ensuring that any problems which have a detrimental effect on the environment are identified and addressed. Issues which the Contractor shall be required to respond to include, but are not limited to, damage and vandalism, graffiti, abandoned vehicles and unauthorised or illegal parking in areas where there are no traffic orders in place.
- 3.4.6 The Service shall be delivered to all such communal locations irrespective of whether these areas are intended for the use and/or circulation of service users and visitors to the Properties or whether such areas are designated as accessible to authorised personnel, contractors and agencies only.
- 3.4.7 The Contractor shall adopt a proactive approach towards identifying and responding to actual and potential hazards and risks to the health, safety and

security of the communal areas, rooms and facilities of multi-occupancy blocks of Dwellings and of the Service Users, together with their goods and belongings.

- 3.4.8 The Contractor will establish systems and mechanisms which will enable it to:
- 3.4.8.1 Identify actual and potential hazards and risks;
 - 3.4.8.2 Prevent, remove, minimise or otherwise deal with such hazards and risks; and
 - 3.4.8.3 Respond to emergencies and emergency situations in the specified times.
- 3.4.9 Within its approach, the Contractor will be expected to include provision for systematic and ad hoc patrols and inspections of the communal areas, rooms and facilities of multi-occupancy blocks of Dwellings with all relevant locations being inspected on a regular and frequent basis. A record of the patrols and inspections and the findings and ensuing responses and actions should be maintained.
- 3.4.10 In circumstances where a defect is or is likely to adversely affect a multi-occupancy blocks of Dwellings the Contractor shall take appropriate action to resolve the situation. Including, where necessary, identifying the source of the problem. Typically, but not solely, such instances relate to water leaks and bursts.
- 3.4.11 The Contractor shall ensure that all communal areas, rooms and facilities are in a good state of repair, in good decorative order, and continue to meet the relevant Availability and Performance Standards and that any failures in asset components are quickly identified and responded to.
- 3.4.12 Notwithstanding its obligations under Part 3 clause 3.3, Planned, Programmed, Preventative and Cyclical Maintenance, the Contractor will be responsible for undertaking all the appropriate and necessary checks, servicing, testing and activities to ensure that the services, installations, equipment, appliances and facilities within all communal areas are managed and maintained, operate effectively and efficiently and satisfy the relevant Availability Standards.

Provision of New Facilities

- 3.4.13 Where new facilities, systems and arrangements are provided by the Contractor under the terms of this Agreement, it shall ensure that all such facilities, systems and arrangements are serviced, commissioned and tested and otherwise maintained in accordance with legislation and statutory requirements, Good Industry Practice, and manufacturer's guidance and recommendations.
- 3.4.14 The Contractor shall also provide Tenants and Leaseholders with the written and verbal guidance, demonstrations and instructions, advice and information necessary to enable them to utilise any such new provisions effectively and efficiently.

Notification of Tenancy Breach

- 3.4.15 The Contractor shall notify breaches or suspected breaches of Tenancy Agreement or Lease of which it becomes aware to the City Council and/or its City Council Representatives.
- 3.4.16 Indicative examples of such breaches of which it is likely to become aware include: Dwellings which are or are suspected or being abandoned, Properties which are sub – let, storage of motorcycles or “mopeds” within the buildings, use of LPG such as “Calor Gas”, keeping of animals, instances of nuisance or of suspected nuisance, including anti – social behaviour.

Patrols and Inspections of Communal Areas, Communal Rooms and Facilities

- 3.4.17 It is expected that the Contractor will undertake regular and programmed patrols and inspections of the communal areas, rooms and facilities to identify any failures. The Contractor shall record and maintain evidence that these patrols and inspections have been undertaken, along with the findings of such patrols and inspections, and the subsequent responsive actions taken.
- 3.4.18 Actual and potential hazards and risks to health, safety and security to be identified and prevented, removed, minimised or otherwise dealt with.
- 3.4.19 Emergencies and emergency situations are to be responded to appropriately.
- 3.4.20 Contractor to adopt systems and mechanisms to:
- 3.4.20.1 Identify actual or potential hazards and risks;
 - 3.4.20.2 Prevent potential hazards and risks;
 - 3.4.20.3 Remove or minimise hazards and risks; and
 - 3.4.20.4 Manage emergencies and emergency situations.
- 3.4.21 Patrols and inspections of the multi-occupancy blocks of Dwellings to be undertaken on a systematic and regular basis and recorded.
- 3.4.22 Contractor to set out a schedule of areas, items and locations to be inspected and its proposed frequencies. As a minimum, patrols and inspections of the high – rise multi - Occupancy Blocks to be undertaken twice daily. The Contractor may wish to propose variable frequencies for the remaining communal areas, rooms and facilities of multi-occupancy blocks of Dwellings..

Planned Cleaning

- 3.4.23 The Contractor will be required to provide a Cleaning Service to ensure that the internal and external communal areas, rooms and facilities are maintained to the standards of cleanliness and tidiness as set out in Annex 20.
- 3.4.24 Cleaning tasks to be undertaken to the frequencies set out in the Contractor’s Service Delivery Plan.

- 3.4.25 To achieve and maintain the specified standard, it is expected that the Contractor will provide both a routine and scheduled programme of cleaning and a responsive cleaning service.

Reactive Cleaning

- 3.4.26 Reactive Cleaning to be undertaken to the communal areas, rooms and facilities outside of scheduled cleans where incidences occur which affect or are likely to affect the health and safety of the Service Users of the multi-occupancy blocks of Dwellings.
- 3.4.27 Where incidences occur which require cleaning in that they affect or are likely to affect the health and safety of the Service Users of the multi-occupancy blocks of Dwellings, they shall be cleaned within 3 hours of the identification or the report of such.

Graffiti and Fly-posting

- 3.4.28 The Contractor will be required to remove all graffiti from:
- 3.4.28.1 Properties and the boundary treatments; and
 - 3.4.28.2 multi – occupancy blocks of Dwellings, in accordance with the Cleaning Standards.
- 3.4.29 Racist, sexist or offensive graffiti and fly posters to be removed within 24 hours of identification or report.
- 3.4.30 Such graffiti can be anything of a derogatory nature or which displays or promotes either racial or sexual hatred or seeks to discredit a person or group of people because of their colour, ethnic background, race, religion, gender, age, sexual orientation or disability.
- 3.4.31 All other graffiti and fly posters to be removed within 5 working days of identification or report.

Waste Management

- 3.4.32 The Contractor will be responsible for the management of communal waste disposal systems for the multi-occupancy blocks of Dwellings identified in Annex 20 including:
- 3.4.32.1 Bin rooms/bin areas;
 - 3.4.32.2 Waste chutes and hopper heads; and
 - 3.4.32.3 Refuse and recycling collection areas.

Bulky Waste Items

- 3.4.33 Under the scope of this Service, the Contractor will be responsible for the removal and disposal of all bulky waste items which are discarded within the internal and external communal areas, rooms and facilities within the curtilage of the multi-occupancy blocks of Dwellings.
- 3.4.34 Any discarded item must be removed immediately to a safe and secure storage area or otherwise disposed of. Where items are placed within a safe and secure location, the Contractor will be responsible for their subsequent removal and disposal.
- 3.4.35 For the avoidance of doubt, the costs incurred through the provision of this service element will not be treated as a Qualifying Cost.
- 3.4.36 Performance monitoring and assessment will consist of scheduled inspections of the multi-occupancy blocks of Dwellings and their environment.

Pest Control of Communal Areas

- 3.4.37 The Contractor shall provide a comprehensive pest control service to the communal areas, rooms and facilities of the multi-occupancy blocks of Dwellings that ensures the effective prevention of infestation or inhabitation of the facilities by pigeons, rats, mice, insects, and similar. The Contractor will also be responsible for any treatment or action to prevent the spread of infestation into Dwellings from the communal and / or external areas. The service standard requirements are identified in Volume 1, Annex 14, part 8. Where such preventative measures fail or infestation otherwise occurs, the Contractor shall respond as soon as is practicable and within the relevant timescales set out in Annex 14 and, in accordance with Good Industry Practice.

Service Delivery Plans and Operating Manuals

- 3.4.38 The Contractor will provide maintain and update Service Delivery Plans and Operating Manuals in respect of the Caretaking, Cleaning, Pest Control Service in accordance with the requirements of this Agreement.

Quality Plans and Health and Safety Plans

- 3.4.39 The Contractor will provide maintain and update Quality Assurance Plans and Health and Safety Plans in respect of the Caretaking, Cleaning, Pest Control Service in accordance with the requirements of this Agreement.

3.5 ESTATE AND ENVIRONMENTAL MAINTENANCE

Required Outcome

- 3.5.1 A well maintained and attractive external environment at each Project Area, with a diversity of high quality hard and soft landscaping treatments to provide a safe, functional yet pleasant and accessible environment.

- 3.5.2 To ensure that the aesthetic appearance of the Dwellings does not create a negative perception of the area and that any actual or potential risks or hazards to the health and safety of residents or any damage to the Properties arising from pest infestation are responded to efficiently and effectively.

Scope

- 3.5.3 The whole of the external environment at each Project Area identified in Volume 2 Annex 8 up to and including the boundaries with the exception of any adopted highways or footpaths.

Soft Landscaping

- 3.5.4 The Contractor will keep all soft landscaped areas maintained to a reasonable standard. Planted (including grassed) areas are maintained to provide a neat and tidy appearance with healthy growth, free from dead, damaged, infested, diseased specimens, weeds, litter, rubbish and bulky waste (irrespective of source). Walkways and footpaths will be kept reasonably clear from leaf accumulation animal waste, and similar.
- 3.5.5 Soft landscaped areas (including grassed areas) must be free draining and maintained reasonably free from obstruction or hazard at all times.
- 3.5.6 Soft landscaped areas must retain functionality and reasonably bear the appearance and texture required by the Output Specification and the Planning Consents, and set out in the Contractor's Proposals.
- 3.5.7 Grassed areas must be in a healthy condition (subject to fair wear and tear) and in the case of amenity areas cut to a length that is reasonable in each case in accordance with Good Industry Practice in grounds maintenance.
- 3.5.8 All horticultural items must be in a substantially healthy condition and at an appropriate length and/or height in each case in accordance with Good Industry Practice in grounds maintenance.
- 3.5.9 It is a requirement that all grass cuttings should be removed from walkways and footpaths, and that litter be removed from the land prior to any cutting operations.
- 3.5.10 Contractor support will be given to community gardening projects and urban allotments.
- 3.5.11** The urban allotments will be managed by the contractor to ensure they are kept in a tidy state.

Tree Maintenance

- 3.5.12 The Contractor will be responsible for the maintenance of all trees within the Project Areas, in accordance with the Trees Protocol, with the following exceptions;

3.5.12.1 Tree Maintenance in respect of trees existing at the Commencement Date which are:

- (i) within the curtilage of Dwellings; or
- (ii) on any adopted highway land.

3.5.13 Where new trees are planted in adopted areas of land or highway, the Contractor will be required to maintain the trees for the duration of the Agreement. All planting of such trees should be with the express approval of the Local Highway Authority.

3.5.14 In general, unless self seeded saplings, all trees should be assumed to be subject to a tree preservation order and removal should only be undertaken in consultation with the City Council.

3.5.15 Tree removal is permitted in the following circumstances (subject to the prior consent of the City Council as noted above):

3.5.15.1 Removal of self seeded saplings that are giving rise to a nuisance;

3.5.15.2 Any tree that is unsafe and cannot be pruned to make safe;

3.5.15.3 Any tree that is causing structural damage to Properties, including neighbouring properties; and

3.5.15.4 Any tree that is significantly impacting on the right to light and pruning action would not be effective.

3.5.16 Where trees are removed, the contractor should provide for a replacement tree to be planted in a suitable location on the estate, observing the convention 'right tree for the right location'.

3.5.17 Where the Contractor proposes to carry out major works to trees prior consent should be sought from the City Council. Major works includes all tree felling, crown reduction or restructure, pollarding or removal of principle sub-stem to a tree.

3.5.18 The Contractor is required to undertake annual cyclical surveys of all trees within the Project Areas, appointing a suitable arboriculturalist to oversee such survey and implementation of the recommendations of the survey.

Japanese Knotweed

3.5.19 The Contractor will be responsible for the discovery and treatment of Japanese Knotweed within the New Build Sites and Environmental Works Areas with the exception of those areas of infestation as shown on plans LCCFC LL6-V2, LCCFC BHH 13 V2, LCCFC BHH 15 V1, LCCFC BHH 16 V1 and LCCFC BHH 17 V1.

3.5.20 The Contractor shall immediately notify the City Council of any new growths of Japanese knotweed identified by regular inspection.

- 3.5.21 The Contractor shall undertake the appropriate treatment of the infestation in accordance with the guidelines contained in the Knotweed Code of Practice published by the Environment Agency.
- 3.5.22 The Contractor shall inform the City Council immediately of any infestation of Japanese knotweed identified within the boundary of tenanted and freehold dwellings within the project areas. The Contractor shall immediately procure the systemic treatment of the Japanese knotweed found within the boundary of tenanted dwellings. Owners of freehold Dwellings will be notified of the infestation by the City Council and advised to undertake appropriate treatment.
- 3.5.23 The Contractor shall have a Japanese Knotweed Management Plan and provide a report annually.
- 3.5.24 All staff employed within the works and services period shall be able to identify Japanese knotweed and understand what the Contractor's responsibilities are.
- 3.5.25 During the works and services period, the Contractor shall identify a designated person with the responsibility for ensuring that Japanese Knotweed is treated in an appropriate manner. The designated person will be responsible for the management of Japanese Knotweed including those provisions within the Management Plan relating to avoiding contamination. Everyone working on site must clearly understand the role and authority of the designated person.

Hard Landscaping

- 3.5.26 The Contractor will keep all unadopted hard landscaped areas maintained to a reasonable standard of repair using materials of the same or higher specification as those used originally. All adopted and unadopted surfaces shall be kept clean and clear from weeds, litter, leaf accumulation, bulky waste and fly tipped items.
- 3.5.27 External hard surface areas including roads, parking areas, pathways, ramps and steps must be free draining and maintained reasonably free from obstruction or hazard at all times.
- 3.5.28 Surface markings must be maintained so as to be fit for purpose.
- 3.5.29 Playground areas must be maintained to ensure a safe environment
- 3.5.30 Bad weather preparation must be carried out to ensure safe egress and ingress to the multi occupancy blocks and evidenced with detailed site plans to be agreed in line with LCC protocol.

Boundary Treatments

- 3.5.31 Boundary Treatments (including walls, fences, gates and retaining walls), should be maintained such that they have structural integrity and are fit for purpose.

Service Delivery Plans and Operating Manuals

- 3.5.32 The Contractor will provide and maintain Service Delivery Plans and Operating Manuals in respect of Estate and Environmental Maintenance Service in accordance with the requirements of this Agreement.

Quality Plans and Health and Safety Plans

- 3.5.33 The Contractor will provide and maintain Quality Plans and Health and Safety Plans in respect of Estate and Environmental Maintenance Service in accordance with the requirements of this Agreement.

3.6 CUSTOMER SERVICE AND COMMUNITY LIAISON & INVOLVEMENT

Required Outcome: Effective Community Liaison

- 3.6.1 A high quality, efficient and customer focused service that can be readily accessed by all Tenants, Leaseholders, members of the community and other Stakeholders.
- 3.6.2 The service will ensure the effective involvement of Tenants, Leaseholders, other local residents, Elected Members and all key stakeholders in the delivery of the Services provided under this Agreement, contributing to the overall regeneration and revitalisation of the area.
- 3.6.3 The Contractor will be required to ensure that all Tenants, Leaseholders and residents are fully informed on the range of Services that will be operated through the contract, the standards of service that are to be met and the methods that can be used to make contact to access those services. It is anticipated that the Contractor will provide this via an appropriate handbook, which should be kept up to date with any changes made to the service arrangements. All new Tenants and Leaseholders should be provided with a handbook at the commencement of their occupation.

Methods of Contacting the Contractor

- 3.6.4 The Contractor shall be responsible for providing a range of methods via which Tenants, Leaseholders and other members of the community are able to make contact.
- 3.6.5 Customers must be able to make enquiries, complaints, obtain information and otherwise access all of the Services provided by the Contractor under this Agreement.
- 3.6.6 Methods of contact which are to be provided shall include, as a minimum: telephone; in person; in writing; text; e-mail and internet.
- 3.6.7 A Helpdesk shall be provided to support responses to all reports, enquiries, requests for information and complaints made. The Helpdesk shall provide a seamless service, dealing with not only the Services element of the contract, but also the Works carried out by the Contractor under this Agreement. See

paragraphs 3.7.4 to 3.7.10 outlining the requirements and availability times for the customer helpdesk.

- 3.6.8 The Contractor will be required to satisfy the service standards which have been established in respect of each of these contact mechanisms (refer to Annex 6).

Access arrangements

- 3.6.9 The Contractor will work in accordance with the Access Protocol in accessing Tenant Properties. This Protocol outlines the procedure and timescales for accessing Properties for Repairs Services and Planned, Programmed, Preventative and Cyclical Maintenance.

Customer Charter

- 3.6.10 The Contractor will develop, implement, publicise and comply with a Customer Charter (detailing customer services), which is the equivalent to or better than that adopted by the City Council and/or its agents, and clearly sets out its standards of care and service in respect of:

3.6.10.1 How all staff, including those of Sub-Contractors will behave when within the Contractor's office , local Housing Office, visiting residents within their homes and when working within Dwellings and within the Project Areas

3.6.10.2 How its Services can be accessed;

3.6.10.3 How requests for Service will be responded to;

3.6.10.4 How the needs, choices and preferences of all customers will be addressed;

3.6.10.5 How programmes of Services will be communicated (and how delays will be dealt with);

3.6.10.6 How enquiries will be dealt with, including timescales for responses;

3.6.10.7 Standards of service; and

3.6.10.8 The Contractor's complaints and compliments policy and procedure.

- 3.6.11 The Customer Charter shall apply equally to all Services provided under this Agreement and shall be reviewed on a continual basis.

Customer Complaints and Compliments

- 3.6.12 The Contractor must have in place a published system for handling complaints and compliments in accordance with Good Industry Practice and the Contractor's Quality Plan and Quality Assurance accreditation and must operate the system in accordance with its agreed terms. The system must:

- 3.6.12.1 Be transparent and verifiable;
 - 3.6.12.2 Be accessible to all regardless of age, gender, ethnicity or disability;
 - 3.6.12.3 Have regard to and interface with the City Council's own complaints and compliments policy; and
 - 3.6.12.4 Incorporate a procedure for receiving, recording and dealing with complaints and compliments made verbally to persons employed in delivering Services.
- 3.6.13 The Contractor must use reasonable endeavours to notify Stakeholders of the existence of its complaints and compliments procedure and of necessary details to facilitate the making of complaints and/or the giving of compliments.
- 3.6.14 The Contractor must set out in their approach to handling complaints, their approach to dealing with formal complaints. The procedures should differentiate formal complaints from routine complaints and enquires, indicating where a complaint would be considered to be a formal complaint, the process for investigating and responding to formal complaints and any appeal mechanism that a complainant will have in the event that they dispute the findings of the investigation. Formal complaints should deal with all complaints that have not been able to be resolved as part of an initial complaint or enquiry and all initial complaints of a serious nature as outlined in the procedure.

Annual Customer Satisfaction Survey

- 3.6.15 The Contractor will carry out an annual Customer Satisfaction Survey in April each year in accordance with clause 35 (Best Value) of the Project Agreement and deliver a summary of results to the City Council and Stakeholders in June of each year.
- 3.6.16 The Satisfaction Survey must:
- 3.6.16.1 Meet the requirements of clause 35 (Best Value);
 - 3.6.16.2 Be accessible to Stakeholders regardless of age, gender, ethnicity, or disability;
 - 3.6.16.3 Be issued in separate formats which meet the needs of the Stakeholders being surveyed; and
 - 3.6.16.4 Be issued to all Stakeholders in the Project Areas.
- 3.6.17 The Survey must solicit feedback on:
- 3.6.17.1 The quality and timeliness of Services undertaken;
 - 3.6.17.2 The behaviour of persons employed in delivering the Services;
 - 3.6.17.3 The condition of the estate environment controlled by the Contractor;

3.6.17.4 The interface between the Contractor and the Service User; and

3.6.17.5 General issues and suggested improvements to the Services provided.

3.6.18 The Contractor should carry out the annual Customer Satisfaction Survey in line with the requirements detailed in Annex 6, and information requirements set out in Annex 22.

Liaison & Involvement

3.6.19 For the term of the contract, the Contractor shall liaise and consult with and involve Tenants, Leaseholders, the wider community, Elected Members, Residents and Tenant Groups (including compact groups), and other key stakeholder groups, as well as the City Council's Tenancy Management Board and Area and Neighbourhood Management Teams.

3.6.20 An indicative but not exhaustive list of the information which the Contractor will be expected to provide is detailed in Annex 22.

3.6.21 In line with Schedule 9 - Liaison Procedure in the Project Agreement, the Contractor will be required to attend Project Liaison Group meetings every two months for the initial contract period (5 years), and then on a quarterly basis for the remainder of the contract period, in both Project Areas. The Project Liaison Group will consist of council officers, Contractor representatives, Elected Members and resident representatives. The purpose of this group will be to review all aspects of performance of this Agreement and provide a forum for joint strategic discussion, ensuring dissemination of information to all Stakeholders.

3.6.22 In addition, the Contractor will also be required to attend meetings of local groups and associations, such as Tenant Compact Groups, Local Area Boards and Tenant & Resident Associations, as and when invited to discuss any matters arising in relation to the Works and/or Services delivered under this Agreement.

3.6.23 The Contractor should be aware that some meetings are held outside of business hours and it should make provision for this, subject to maximum of [20] meetings outside of business hours per calendar year.

3.6.24 Where suggestions and proposals for improving the delivery of the Services are put forward, consideration of issues will take place between the Contractor and the Council as part of the contract management arrangement. The Contractor will provide a response and feedback to the relevant group(s) as to whether it intends to adopt the proposals and if not, its reasons for not adopting the said suggestions.

3.6.25 Details of the performance standards that the Contractor will be measured against are shown at Annex 6.

3.7 CONTRACT MANAGEMENT AND REPORTING

Required Outcome

- 3.7.1 Provision and maintenance of all appropriate processes, procedures and management plans necessary for the delivery of the Works and Services (including maintenance services) and manage the Payment Mechanism.
- 3.7.2 All systems necessary to support the Works and Services, and facilitate proper liaison between the Contractor, the sub-contractors, the City Council, Service Users.

Scope

- 3.7.3 The Contractor will provide:
 - 3.7.3.1 Helpdesk;
 - 3.7.3.2 Management information;
 - 3.7.3.3 Performance monitoring;
 - 3.7.3.4 Monthly reports;
 - 3.7.3.5 Quarterly reports;
 - 3.7.3.6 Service Delivery Plans;
 - 3.7.3.7 Operating Manuals;
 - 3.7.3.8 Quality plans; and
 - 3.7.3.9 Health and safety plans.

Helpdesk

- 3.7.4 The Contractor will provide a Helpdesk service that will comprise a live response facility, receiving, logging, and responding appropriately to direct verbal, telephone, letter, facsimile and email communications.
- 3.7.5 The Helpdesk will have two tiers of service, depending on the time of day, during normal working hours, the Helpdesk should be available for:
 - 3.7.5.1 Any Works and Services matters;
 - 3.7.5.2 All queries and requests relating to Works and Services;
 - 3.7.5.3 The notification of complaints (and compliments) relating to Works and Services;
 - 3.7.5.4 Notification of repairs and faults including emergencies, and;

- 3.7.5.5 The issue of instructions and notices by the City Council and the Contractor in relation to the contract.
- 3.7.6 The Helpdesk will also be available for the reporting of repairs and faults including emergencies on a 24-hour 365/366 day per year basis. The Contractor should publicise the standard operational hours of the local help desk facility and the hours of operation to therefore be covered by off-site and out of hours help desk facility.
- 3.7.7 The City Council's Representative and his nominees shall be able to view real - time Helpdesk records through a remote web browser access facility on a read only basis.
- 3.7.8 All communications received by the Helpdesk shall be logged, including:
- 3.7.8.1 Time and date of receipt of the call reporting the issue;
 - 3.7.8.2 Information received;
 - 3.7.8.3 Identity and status of caller;
 - 3.7.8.4 Each communication will be allocated an individual unique job number; and
 - 3.7.8.5 Where enquiries relate to service, the Helpdesk operator will initiate the appropriate response and log all details of the enquiry and actions taken including the categorisation of enquiry for the purposes of Availability in line with the Payment Mechanism.
- 3.7.9 Records will be maintained by the Helpdesk to allow (inter alia) monitoring of the performance and delivery of the Service. Once information has been logged with the Helpdesk, the Contractor will ensure that entries are not amended unless there is a system in place to record and, identify the exact nature and reason for the amendment; and the person who authorised the alteration.
- 3.7.10 The City Council manages its own helpdesk, "Contact Leeds"; the Contractor will be required to ensure that clear arrangements are in place at Service Commencement for sharing and exchanging information and referrals. The Helpdesk will interface with City Council systems as detailed in Volume 1 clause 1.5 of the Output Specification and clause 32 of the Project Agreement (Information Technology).

Management Information

- 3.7.11 The Contractor will provide a comprehensive management information system, which will facilitate the City Council's management and administration of the Agreement. This is to include, but not be limited to, comprehensive reporting of status and progress within each work stream, information on activity, quality management and performance, customer feedback, Helpdesk activity and outcomes.

3.7.12 The Contractor will design a system that will monitor the performance of the contract on the following areas:

3.7.12.1 Service Performance Standards (Annex 6);

3.7.12.2 Availability Standards (Annex 10); and

3.7.12.3 Information Requirements (Annex 22).

Performance Monitoring

3.7.13 The Services will be largely self-monitoring. All records of service performance, reactive response and customer feedback will be maintained by the Contractor and will be available for audit at all times by the City Council.

The self monitoring procedures will include:

3.7.13.1 Appointment of Services Team Leader;

3.7.13.2 Interface between users and the Contractor at the point of service delivery;

3.7.13.3 Monitoring of Service User satisfaction to be carried out by the Contractor;

3.7.13.4 Availability of, and self monitoring procedures for Helpdesk provision;

3.7.13.5 Procedures for self-certification of work by Contractor staff and associated quality control and quality assurance arrangements;

3.7.13.6 Suitable supervisory and management arrangements;

3.7.13.7 Format of all reports to be used internally by the Contractor and provided periodically to the City Council; and

3.7.13.8 Procedures for regular meetings with, periodic monitoring by and ad hoc liaison with the City Council;

3.7.14 For each service, performance monitoring may incorporate a combination of:

3.7.14.1 Continuous recording of service levels;

3.7.14.2 Periodic services audit;

3.7.14.3 Logged responses to Helpdesk calls; and

3.7.14.4 Accommodation User satisfaction surveys.

Monthly Reports

3.7.15 Detailed Monthly reports required under the Payment Mechanism to include, programme delivery, service performance, unavailability, complaints, service shortfalls, deductions levels etc.

Quarterly Reports

- 3.7.16 The following information will be required by the City Council's Representative on a quarterly basis (or more frequently if required under the terms of this Agreement) and shall relate to the preceding quarter period.
- 3.7.17 Details of visits of;
 - 3.7.17.1 Environmental Health Officers;
 - 3.7.17.2 Fire Officers;
 - 3.7.17.3 Health and Safety Inspectors;
 - 3.7.17.4 Copies of any reports or letters written by these Inspectors as a result of any visits; and
 - 3.7.17.5 Details of any action taken or about to be taken by the Contractor as a result of changes recommended by any of these Inspectors and the timescales involved.
- 3.7.18 Complaints and Compliments.
 - 3.7.18.1 Number and nature of complaints and compliments received and by whom, in accordance with the Complaints Procedure agreed with the City Council's Representative;
 - 3.7.18.2 Details of any action taken or planned to be taken by the Contractor as a result of complaint (or compliment) and the timescale involved.
- 3.7.19 Staff Information:
 - 3.7.19.1 Confirmation of appropriate vetting of all staff involved in provision of services;
 - 3.7.19.2 The staffing schedule for each service to be provided plus details of actual service provision;
 - 3.7.19.3 The percentage level of absence for all facilities management staff and the remedial action taken to ensure 100% service provision;
 - 3.7.19.4 The number of permanent staff who have, and have not had, a training needs analysis in that quarter;
 - 3.7.19.5 The number of new staff who have, and have not had, induction training within two weeks of starting; and
 - 3.7.19.6 The details of training undertaken to enable staff to meet their job description.

Annual Service Report and Annual Plans

- 3.7.20 The Contractor should provide an Annual Service Report in accordance with clause 35.3 (Annual Service Report) of the Agreement, reporting on the overall level of service performance achieved in the previous year. The Annual Service Report should incorporate the results of the annual tenant satisfaction survey and summarise the results of the monthly and quarterly reports made in the year. In addition the following Annual Plans and Reports will be required during each year at a date as agreed in writing for that year by the City Council's Representative.

Annual Risk Management Plan

- 3.7.21 An Annual Risk Management Plan in respect of the services and the assets.

- 3.7.22 The plan must:

- 3.7.22.1 Be complete and accurate in all material respects;
- 3.7.22.2 Consider and reflect the obligations set out in this Agreement (including but without limitation the Output Specification) relating to risk management and insurance and health and safety and security;
- 3.7.22.3 Consider and reflect Legislation, Guidance and Good Industry Practice in risk management and the preparation of risk management plans; look forward five years at a strategic planning level and look forward 18 months at a detailed level;
- 3.7.22.4 Consider and reflect any health and safety and security incidents and any relevant insurance claims in the preceding 12 months;
- 3.7.22.5 Consider and reflect any notifications of Unavailability, notifications of Service Performance Shortfalls and complaints received in relation to health and safety and security in the preceding 12 months;
- 3.7.22.6 Confirm that all necessary risk assessments are up to date and incorporated in the Operating Manual;
- 3.7.22.7 Identify specific risk management activities which the Contractor will undertake;
- 3.7.22.8 Identify how compliance with the plan is to be evidenced; and
- 3.7.22.9 Confirm the status of all risk management activities identified in the previous Annual Risk Management Plan.

- 3.7.23 The plan must be discussed with the City Council's Representative within one month of being produced. The Contractor shall consider and incorporate into the plan any amendments sought by the City Council (both parties acting reasonably).

Annual Environmental Management Plan

- 3.7.24 An Annual Environmental Management Plan in respect of the services and the assets.
- 3.7.25 The Plan must:
- 3.7.25.1 Be complete and accurate in all material respects;
 - 3.7.25.2 Consider and reflect the obligations set out in this Agreement (including but without limitation the Output Specification) relating to environmental matters;
 - 3.7.25.3 Consider and reflect Legislation, Guidance and Good Industry Practice in environmental management and the preparation of environmental management plans;
 - 3.7.25.4 Look forward five years at a strategic planning level and look forward 18 months at a detailed level;
 - 3.7.25.5 Identify any scope for reducing consumption of utilities, water, products (particularly those harmful to the environment) and reducing generation of waste including waste water and any scope for increasing re-use or recycling;
 - 3.7.25.6 Consider and reflect any complaints received in relation to environmental management in the preceding 12 months;
 - 3.7.25.7 Identify specific environmental management activities which the Contractor will undertake;
 - 3.7.25.8 Identify how compliance with the plan is to be evidenced; and
 - 3.7.25.9 Confirm the status of all environmental management activities identified in the previous Annual Environmental Management Plan.
- 3.7.26 The plan must be discussed with the City Council's Representative within one month of being produced. The Contractor shall consider and incorporate into the plan any amendments sought by the City Council (both parties acting reasonably).

Annual Equality Plan

- 3.7.27 An Annual Equality Plan in respect of the Services and the assets.
- 3.7.28 The plan must:
- 3.7.28.1 Be complete and accurate in all material respects;
 - 3.7.28.2 Consider and reflect the obligations set out in this Agreement (including but without limitation the Output Specification) relating to disability and diversity;
 - 3.7.28.3 Consider and reflect Legislation, Guidance and Good Industry Practice in respect of equal opportunities and in the preparation of equality plans;

- 3.7.28.4 Look forward five years at a strategic planning level and look forward 18 months at a detailed level;
- 3.7.28.5 Consider and reflect any complaints received in relation to disability and diversity matters in the preceding 12 months;
- 3.7.28.6 Identify the specific equality activities which the Contractor will undertake;
- 3.7.28.7 Identify how compliance with the plan is to be evidenced; and
- 3.7.28.8 Confirm the status of all equality activities identified in the previous Annual Equality Plan.

3.7.29 The plan must be discussed with the City Council's Representative within one month of being produced. The Contractor shall consider and incorporate into the plan any amendments sought by the City Council (both parties acting reasonably).

Annual Construction Training & Employment Report

3.7.30 An Annual Construction Training and Employment Report in respect of the provision of local employment opportunities within the Contract.

3.7.31 The report will;

3.7.31.1 Identify the percentage of labour sourced locally (Leeds), Regionally (West Yorkshire), and nationally;

3.7.31.2 Identify the number of individuals on training/skills development, locally, regionally and nationally;

3.7.31.3 Identify the number of new local employees;

3.7.31.4 Identify the number of local apprenticeships; and

3.7.31.5 Identify the number of jobs created.

3.7.32 An Annual update on any changes in respect of the Service Delivery Plans, Operating Manuals, Quality Plans and Health and Safety Plans.

Annual Continuous Improvement Plan

3.7.33 The Contractor shall incorporate continuous improvement in the provision of Works and Services, in accordance with Best Value. The Contractor will provide a plan for improving Service to be reviewed and updated at least annually. This plan should review service performance, cost and efficiency, customer satisfaction and service quality and should set targets for improvement during the following year.

- 3.7.34 The Contractor shall maintain a Quality Assurance system and Quality Assurance registration in accordance with the provisions of the main text of this Agreement.

Annual Tree Report

- 3.7.35 An Annual Tree Report in respect of the condition of existing and proposed new trees within each Project Area.
- 3.7.36 The report will:
- 3.7.36.1 Identify the number of existing trees and their location;
 - 3.7.36.2 Identify the type of tree;
 - 3.7.36.3 Record the height, girth and spread of trees;
 - 3.7.36.4 Record the condition of trees/ground conditions;
 - 3.7.36.5 Provide the number of newly planted trees and reasons for planting;
 - 3.7.36.6 Provide the number of trees removed and reasons for removal;
 - 3.7.36.7 Provide information on works undertaken to trees and reasons why;
 - 3.7.36.8 Provide recommendations and comments.

3.8 MOBILISATION

General

- 3.8.1 For period of no less than 3 months prior to the Planned Services Commencement Date, the Contractor shall liaise with the City Council on a regular basis in order to facilitate smooth mobilisation and transfer of staff.
- 3.8.2 Within 1 month of the Commencement Date, the Contractor shall confirm the Works Programme plan in accordance with Good Industry Practice and in close consultation with the City Council's Representative which identifies and allocates all tasks and includes the start and end date of each task and key milestones.
- 3.8.3 Prior to the Planned Services Commencement Date the Contractor shall ensure:
- 3.8.3.1 The Helpdesk has been set up fully, relevant staff have completed their training and test reports have been run and are satisfactory;
 - 3.8.3.2 The format and quality standard of all invoices and all monthly, quarterly and annual reports have been agreed with the City Council's Representative; and
 - 3.8.3.3 All Service Delivery Plans, Operating Manuals, Quality Plans, and Health and Safety Plans are complete and accurate in all material

respects and reflect the specific requirements of each Project Area and each service.