

1.0 Outline Requirement

- 1.1** The contractor will provide a Reactive Maintenance and Repair Service to the Council. This will include the maintenance and repair of some mechanical and electrical services and plant. The exception to this will be where term maintenance contracts exist for specialist plant and equipment.
- 1.2** The appointed contractor will be required to provide a 24 hour service to all Bracknell Forest Council premises and will also include schools. Schools are included in the Invitation to Tender but their decision to procure the service will be on an optional basis. A full Property List can be found below at Annex 1:
- 1.3** The housing properties listed in appendix A, Annex 1 are included in the contract, however the maintenance responsibility for them may be removed during the duration of the contract.

2.0 Management of the Works

2.1 Base

The Contractor shall, during normal working hours, base his management, staff and operations for this Contract to allow maintenance work to be adequately carried out within the required response times, as given under 'Priority coding for orders', Clause 5.2 Contract Particulars (Item 7)

2.2 Communications with the Workforce

The Contractor shall, during normal working hours, maintain contact with his operatives, whether on Site or not, by telephone facilities, mobile telephone, short wave radio or other adequate means of communication, so that Orders for emergency Works can be met within the response time for the Priority Coding as defined in 5.2 Contract Particulars (Item 7)

2.3 Person in Charge

During the carrying out of the Works the Contractor is to keep on the Works a competent person in charge who shall be empowered to receive and act upon any instructions given by the Contract Administrator or its representative.

2.4 Site Personnel

The Contractor shall wherever practical maintain the continuity of Site personnel and operatives to carry out and complete Orders (i.e. where possible the same personnel will start and complete Orders, the same personnel will deal with Orders at particular establishments).

2.5 Out of Hours Call Out Service

The Contractor must provide and maintain an out of hour's emergency service to avoid danger to the health and safety of building users and the public, or services damage to buildings and other structures. The service must be provided 24 hours each day including weekends and during all holiday periods.

One static landline telephone number must be provided for this purpose. Mobile phones/diversion to mobile phones etc will not be acceptable.

In addition, the names, addresses and telephone numbers of at least 3 suitable, competent persons who may be contacted outside of working hours shall be provided by the Contractors.

The telephone must be manned and must not be an answering machine.

2.6 Review Meetings

The Contractor will be required to attend review meetings with the Employer's representatives at:

Weekly - Reactive maintenance Contract Administrator and Contractor's operational person in charge

Monthly – Head of Maintenance, Contract Administrator and Contractor's operational person in charge

At these meetings between the Term Maintenance Contract Manager and the Council's Representative the contractor's performance is monitored and minutes of the meetings are taken. The meetings look at the following:-

- Minutes of previous meeting
- Progress on Action points raised at previous meeting

Complaints	from either the Complaints book held on the Help Desk or problems/complaints of which Council personnel are aware.
Engineering items	anything that is specific to engineering works as opposed to building works
QS items	<p>these cover details on the number of Site checks based on the previous month's submission carried out and details of those Site checks, the number of job tickets returned to the Contractor for re-submission, and details on the reasons for returns.</p> <p>details of the overall numbers of Orders not invoiced and the numbers of job tickets submitted but returned for amendments that are outstanding for re-submission.</p> <p>actual performance compared with the completion date stated on the Order.</p>
Approvals for reactive works over 4 hours	to note any "over 4 hours" special authorisations that are outstanding.
Any other business	includes items of a technical nature, specific areas of concern, any comments/items raised by the Contractor.

The Employer shall maintain a complaint's register covering all of its work; complaints related to Contractors are abstracted and discussed specifically at these regular meetings.

2.7 Site Meetings

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The Contractor may be required to attend site meetings for Planned Maintenance Works Orders.

2.8 **Abortive Visit**

The Contractor shall be able to charge the minimum order value for any visit to site to carry out Works which prove to be abortive for the following reasons:

- a) Further to the Contractor agreeing with the establishment, a date, time and access requirements to carry out the Works, the Contractor is denied access to carry out the Works.
- b) The description contained on the Order describing the Works is significantly misleading or is vastly different in scope, always provided that the Works required could have reasonably been foreseen at the time of raising the order.

2.9 **Raising Orders**

Orders for the majority of Reactive Maintenance items will be dealt with in a number of ways depending on which of the following ordering options the individual establishment has chosen:

1. Direct from the Council for items of Reactive Maintenance which are not the responsibility of the individual establishment. (See Annex 2 below Specific for maintenance work flowchart)
2. Direct from the Council for Planned Maintenance items and minor building works.
3. Direct from individual establishments or self-funded items and from schools for LMS maintenance items (for which the individual school is solely responsible).

Procedure for Ordering Generally

A computer 'call logging' system is in use by the Employer. This enables the Service users to automatically call up the property and input the details of the fault and location directly onto the computer. The order is then emailed to the Contractor with input from technical staff as required.

If necessary a Surveyor/Engineer will visit the Site to discuss/investigate the request and:-

- a. Establish work required.
- b. Agree priority.
- c. Agree timescales.
- d. Issue Order or telephone order to the Contractor. Alternatively the Order can be sent by e-mail. (See E-Mail Facility, 6.1.13 below).
- e. Monitor and supervise as necessary.
- f. Job is closed when complete through the ordering system

Procedure for ordering – Housing (Draft)

As part of the contract there is a requirement to include for reactive works to residential properties. The procedure in place is similar to the general ordering

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system however our internal Housing team will take a larger role within the process of ordering and arranging the works with the tenants.

If necessary a Surveyor/appointed housing team member will visit the Site to discuss/investigate the request and: -

- a. Establish work required.
- b. Agree priority.
- c. Agree timescales.
- d. Issue Order or telephone order to the Contractor. Alternatively, the Order can be sent by e-mail. (See E-Mail Facility, 6.1.13 below).
- e. Contractor to visit property to complete works – should access that was arranged previously not be made available the designated housing officer should be contacted.
- f. Should access not be made available at the arranged time an abortive fee may be required.
- e. Monitor and supervise as necessary.
- f. Job is closed when complete through the ordering system

Procedure for Ordering – Planned Works up to £100,000.00

As part of the contract, there is an option for any planned maintenance works to be directly appointed to the contractor, up to the value of £100,000.00. The works may be proposed by one of the in-house Surveying team or through our incumbent managing partner (As of the time of contract WS Atkins).

The process of ordering the works may be similar to the general call out terms as previously stated however further design information may be provided depending on the value and type of work.

Programmes for completing any larger value planned works should be submitted alongside the firm price submitted and should not cause adverse effect to any existing works planned or impending as part of the general reactive works.

Under CDM 2015, the Principal Designer & Client may be termed differently depending on the type of works being undertaken, separate written appointments shall be issued should this be the case.

The Contractor must be aware, and must make due allowance for the fact, that most Orders given to the Contractor will be by way of a general indication of a Reactive Maintenance, or similar, problem that has occurred and will not be a detailed description of the fault. Therefore, the Contractor will generally only be able to assess the nature and extent of the Works when a first visit is made to the site. It must therefore allow for various visits to the site:-

- To assess the nature and extent of the Works
- To see what materials are required
- To leave the Site to get materials
- To diagnose the fault

2.10 Payment

Payment for each reactive works order will be based on hourly rates plus materials and will be on an 'open book' basis. When the contractor's operative arrives on site they must report to the responsible person on site (Receptionist, Site Manager, etc)

and sign the visitor's logbook and record the time they arrived on site. When the work is complete the contractor's operative must also record the time they leave in the visitor's logbook. In addition the contractor's operative must record the time of arrival and when they leave site onto their worksheet and get the Responsible Person to sign and date the worksheet. **No payment will be made without the site's Responsible Person's signature.**

The contractor has initial authority to spend up to a maximum of 4 hours on a task and the contractor is paid for the time they are on site. **There will be no payment for travel to the site or any time off site.**

If the task is likely to exceed the maximum 4 hours allowed, the contractor must contact the Contract Administrator or the Head of Maintenance and provide an estimate of the time the work is likely to take and obtain approval before continuing with the work. If the work is of a substantial nature Bracknell Council has the right to obtain competitive quotes from other contractors, which will include the term contractor.

2.11 Invoices and Worksheets

The Contractor should note the following procedures for producing and submitting the invoices and back up worksheets:-

On a monthly basis the contractor must submit electronically to the Contract Administrator a spreadsheet listing all completed works for payment. The spreadsheet should include the property address, property code, description of the work, cost centre, works order number, the hours being claimed and the cost of the materials.

The spreadsheet must be accompanied by one total invoice for all works listed on the spreadsheet, and in hard copy, (See 6.1.10), a signed copy of the operative's work sheet detailing date, time and hours the operative was on site, copies of suppliers' invoices for materials. Payment can only be made for invoices accompanied by the relevant worksheet collected from site by the Contractor's operative and signed off by the site representative.

The total amount identified on the invoice will initially be paid if all signed work sheets are attached to the spreadsheet list. If after checking each order there is a discrepancy with the cost of the work the Contract Administrator will return job details to the contractor for investigation. If it is found that there is a discrepancy in the costs claimed the contractor will submit a claim for the new cost amount and attach a credit note for the amount paid in a subsequent monthly request for payment.

The signature on the work sheet will be for record purposes only and will not be a statement that work has been completed correctly.

If the Contractor does not obtain a signed work sheet on Site due to the non-availability of an authorised signatory the Contractor shall obtain from the establishment a completed completion slip within 7 days of the Works being completed.

For multi-disciplinary Orders the Contractor must ensure that all 'making good' is carried out and that the last operative to leave the Site must have the work sheet signed,

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The above signatures shall indicate that the Works have been completed to the reasonable satisfaction of the establishment.

Payment shall be made in accordance with the Conditions of Contract (as amended). The items in the worksheet shall correspond to the Works itemised on the order. No payment can be made for additional works without the written authorisation of the Contract Administrator or the Principal Building Surveyor.

If a worksheet is incorrect, for whatever reason, the Contractor shall be responsible for submitting a revised worksheet and credit note before payment can be made. The Contractor shall also be liable for the cost of submitting a revised invoice.

If the worksheet submitted is for the minimum value, fault finding or abortive visit, i.e. £30, this should be clearly stated on the worksheet.

The Contractor's attention is drawn to the checking of the works carried out. Quantity and quality checks both on and off Site, together with audits will be carried out on a random sample of Reactive Maintenance Works (20%), and 100% for all Planned Maintenance Works. If an error is found, and it is agreed that this is to be corrected, the Contractor shall be charged for the costs of correcting the error (associated investigations) and administrative costs.

If the establishment decides to order and pay for work directly this Employer's Requirements Document shall not form part of any contractual arrangement between the Contractor and the establishment.

The following table indicates where invoices and worksheets should be sent:-

Order	Invoice
Issued by the service user or Contract Administrator	Send to Council for payment
Issued by individual Site for self-funded and LMS maintenance items	Send to individual Site for payment

The Contractor will only be paid for work actually carried out and not necessary for the Works detailed on the Order.

Interim payments may only be considered if agreed with the Contract Administrator and would normally be relevant within larger schemes or where works have been put on hold or delayed.

The Employer's checking procedure for worksheets is as follows:-

All worksheets are logged and checked for valid Order

A reasonable, quantity, quality and Site check is made.

No worksheets shall be paid unless supported by a 'satisfaction' slip signed by the establishment.

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All rejected priced worksheets are returned with comments to the Contractor for reconsideration/resubmission. All resubmitted worksheets are subject to detailed rechecking.

Meetings are held weekly with the Contract Administrator and works supervisor and monthly with the Head of Maintenance and the contract Account Manager.

Invoices are passed to the Employer's Accounts staff for processing and payment.

If at any time the checking process indicates unacceptable levels of errors, discrepancies etc., more detailed checks are carried out to as many worksheets as necessary to ensure the client is being invoiced correctly and obtaining Value for Money.

2.12 **E-mail Facility**

The Contractor shall be required to provide an e-mail address for any contractors helpdesk facility along with the nominated contract manager.

3.0 **Quality Standards Control**

3.1 **Setting Out**

The Contractor shall take the dimensions from existing premises and check with dimensions given on the drawings. Allow for setting out the Works and providing all instruments and attendance required for checking by the Contract Administrator.

3.2 **Materials, Labour and Plant**

Provide all materials, labour and plant and all carriage, freightage, implements, tools and whatever else may be required for the proper and efficient execution and completion of the Works. All materials are to be new unless otherwise specified.

3.3 **Off-Loading and Man-Handling**

The Contractor shall allow for all off-loading and man-handling into position including placing into and removing from temporary site storage prior to final positioning, all general materials, plant and items of equipment.

Samples and Standards of Materials

The Contractor shall allow for obtaining samples of materials as required by the Contract Administrator. Such samples to be approved by the Contract Administrator before use or application in the Works. All materials subsequently used in the Works are to be of equal quality in all respects to the approved sample.

Goods and materials used in the execution of the Works shall, so far as it is practical have been produced in the European Community.

3.4 **Manufacturers Recommendations**

Means the manufacturer's recommendations or instructions, printed or in writing current at the date of incorporation into the works.

3.5 **Compliance with Regulations**

The Contractor shall ensure that the Works and components thereof comply with all health and safety regulations/requirements and current edition of the following:-

- Building Regulations

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- British Standard Specification
- British Standard Codes of Practice
- The Factories Act
- The Health and Safety at Work etc., Act
- The Gas Act and Regulations
- Electricity at Work Act
- The Regulations for Mechanical Installations issued by the Heating, Ventilation and Air Conditioning Association and CIBSE.
- The Regulations for Electrical Installations by the Institution of Electrical Engineers
- The Electrical Supply Regulations
- The Rules and Regulations of the Local Electricity, Gas and Water Authorities
- The requirements of the Local Fire Authorities
- Portable Appliance Regulations
- Regulations relating to the control of Legionnaires Disease
- The requirements of the Construction (Design and Management) Regulations 2015.

3.6 **Proprietary Names**

The phrase 'or equivalent' is to be deemed included whenever products are specified by proprietary name.

3.7 **Finance (No 2) Act 1975**

The attention of the Contractor is drawn to Sections 68 and 71 and Schedules 12 and 13 of the Finance (No 2) Act 1975. The provisions of these Sections and Schedules are explained in the Board of Inland Revenue pamphlet IR14/15 (1982).

The Contractor is also reminded that it is his duty and responsibility to satisfy himself that all Sub-Contractors hold an appropriate Sub-Contractor's Certificate from the Inland Revenue.

3.8 **Dimensions**

Dimensions stated or figured dimensions on the drawings are to be adhered to in preference to scaled dimensions. Any discrepancies between the drawings are to be brought to the notice of the Contract Administrator for clarification and instruction.

4.0 **Security/Safety/Protection**

4.1 **Scaffolding**

The Contractor shall allow for any security precautions that may become necessary in relation to the adjoining properties during the course of the Works and is to allow for adequate measures to prevent access from scaffolding or similar means.

4.2 The following principles are to be strictly adhered to:

- Relocatable 2 metre fencing with lockable access gate to be provided around any full scaffold/tower scaffold.
- Relocatable 2 metre fencing to be provided to any handrail scaffold which is erected adjacent to a playground/playing area.
- Reinforced plastic fencing to be provided as a minimum to the lower section of any handrail scaffolding.

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- Roof edge guard rails
- Boarding to windows
- Netting (vertical) to scaffolding at all levels
- Brickwork guard panels
- Fence panels forming Contractor's compound with lockable access gates

4.3 Where instructed by the Contract Administrator:

- Scaffold fans at entrances and adjacent to footpaths and playgrounds.
- Hardboard on top of scaffold boards and netting below scaffold boards over footpaths.

4.4 **Safeguarding the Works, Materials and Plant against Damage and Theft**

The Contractor shall provide all necessary watching and lighting and care of the whole Works from weather or other damage. All materials on Site shall be protected from damage or loss. The Contractor shall be liable for any loss or damage resulting from failure to do so.

4.5 **Trespass and Nuisance**

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen employed on the Works shall be allowed to trespass upon adjoining properties. If the execution of the Works requires that workmen must enter upon adjoining property, the necessary permission shall be first obtained by the Contractor.

The Contractor shall not obstruct any public way or otherwise permit to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or lighting to adjoining property.

4.6 **Traffic and Police Regulations**

All traffic and police regulations particularly relating to unloading and loading of vehicles must be complied with and all permits properly obtained in due time for the works.

4.7 **Control of Noise**

Ensure that all measurements are taken to control noise levels in accordance with the Control of Pollution Act 1974, the Control of Noise (code of Practice for Construction Sites) Order 1975 and BS 5228.

4.8 **Safety, Health and Welfare**

Allow for complying with all Safety, Health and Welfare Regulations appertaining to all workpeople on site including those employed by sub-contractors and professional advisers.

The Contractor shall provide adequate storage for all hazardous materials and the setting aside of work space for hazardous tasks. When hazardous tasks are being carried out, the Contractor shall provide all necessary protective clothing, equipment, barriers, notices etc., and shall ensure that all persons not involved are kept well clear.

Where Works are carried out in or adjacent to occupied premises, the Contractor shall agree a safe method of working with the Contract Administrator before commencing work.

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The Contractor shall be responsible for ascertaining whether execution of any Order for Works will or is likely to involve any interference with asbestos, lead, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installation.

In the event of the Contractor ascertaining the execution of an Order which will or may involve interference with any hazardous substance or installation then the Contractor shall forthwith notify the same to the Contract Administrator and in so doing shall notify him in writing of any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the comfort of the freedom of movement of any person likely to be in or near the premises during execution of the Order.

The Contractor shall likewise notify in writing the occupants of the Site or the person in charge of the occupants or users of the premises on which Works are in progress or about to be carried out, all restrictions guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the premises in consequence of the Works. The Contractor shall provide all barriers and warning notices required for that purpose and shall make effective arrangements for the occupant or person in charge to consult and communicate with the Contractor throughout the duration of the Works, on the effects and nature of such precautions.

The Contractor shall exercise care when entering and leaving the Site, and shall take all adequate precautions to safeguard the occupants and general public from injury by reasons of his use of the Site.

No asbestos, asbestos based products or lead based paints are to be brought on site or used in, or in connection with the works.

4.9 **Asbestos Samples**

Where asbestos is discovered or suspected, the Contractor shall notify the Contract Administrator immediately and when directed arrange any necessary sampling and analysis by a recognised firm, before undertaking any work affecting the suspect material, and shall be responsible for giving any necessary prior notice to the office of the enforcing authority under Regulation 9 of the Control of Asbestos Regulations 2012.

4.10 **Working with Asbestos**

When carrying out work of any kind on asbestos based materials particular attention is drawn to the Health and Safety Executive's requirement that a competent licensed specialist sub-contractor is to be used. This requirement will be strictly enforced and under no circumstances will unqualified operatives be allowed to execute this type of work.

In addition to its obligations under the Health and Safety at Work etc., 1974 Act the Contractor must comply in all respects with the Control of Asbestos Regulations 2012, the Approved Codes of Practice 'Work with Asbestos Insulation, Asbestos Coating and Asbestos Insulating Board' and 'Control of Asbestos at Work' and any other relevant legislation.

The Contractor shall comply with the Control of Asbestos Regulations 2012 and co-operate with duty holders. Each site has an Asbestos Risk Management Plan containing a site-specific asbestos register in line with HSG 264 - Asbestos: The survey guide and L143: Managing and working with asbestos. The Contractors operatives must consult the Asbestos Management Plan at each Site before carrying

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out any Works, and comply with the requirements of the plan. Any queries highlighted within the works should refer to clause 4.9, larger planned works schemes should have a full Refurbishment & Demolition survey carried out prior to works commencement.

It is a requirement that the Principal Contractor has the function to complete removal works either via a suitably qualified in house works team or by sub contracting the package of works to a suitably qualified removals contractor.

Upon completion of any removals the sites management survey should be updated with information being provided post completion which may include waste transfer notices and air clearance certificates.

4.11 **Employer Safety Policies**

Without prejudice to the Contractor's general obligations to ensure compliance with all statutory requirements relating to health and safety, the Contractor shall in particular observe and comply with:

- a. Any specific condition, warning or direction given by Contract Administrator on any matter relating to health and safety.
- b. The relevant provisions of any Employer's Safety Policy applicable to operations of the type in question when undertaken by the Employer's employees, being a Safety Policy of which a copy has been given to the Contractor at or before the start of the work.
- c. Any method statement agreed with the Contractor before the work begins identifying the safety precautions to be taken.

4.12 **Employer's Environmental Policies**

The Employer has adopted policies in relation to materials and chemicals in building to reduce pollution and minimise use of natural resources.

The Contractor shall take positive steps to implement the following:

- a. To ban the use of remedial timber treatment fluids in buildings such as lindane, pentachlophenal and tributyl tin oxide, which are toxic to a range of organisms, including bats. Use only substances based on permethrin or chemicals listed by English Nature as harmless to wildlife.
- b. To avoid the use of all UK 'red list' and EC 'black list' pesticides and others which have not been evaluated by modern methods.
- c. To cease the use of aerosols containing CFC's and 1.1.1 trichlorethane.

Where potentially damaging materials are present in buildings and present a threat to health, institute a programme either for removal or for containment (for example by over-cladding asbestos finishes or sealing them with special paint). Potential hazards may include formaldehyde-glued chipboard, lead (when present in internal paintwork or used for water supply), urea formaldehyde foam and materials (including asbestos) containing irritant mineral fibres.

Where hazards remain in a building they should be clearly labelled. Substitute melamine-glued chipboard for formaldehyde based; if using mineral fibre insulation in

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an accessible attic, use it in paper-encased form. Minimise the use of PVC based building products because of pollution associated with production and disposal.

4.13 **Cancellation on Default**

In the event of default by the Contractor in the proper observance of any necessary health and safety requirements, cancellation of the written order by the Contract Administrator shall not result in the Employer being obliged to reimburse either any costs incurred by the Contractor or the value of any abortive work except to such extent (if any) as those costs or that abortive work were incurred or performed without contravention of the health and safety requirement in question.

4.14 **Maintenance of Public and Access Roads**

The Contractor shall make good any damage to public and access roads, kerbs and footpaths, lawns etc., occasioned by heavy traffic, delivery of materials and building operations generally to the reasonable satisfaction of the Contract Administrator and the local authority.

4.15 **Existing Mains and Services**

The Contractor shall maintain during the progress of the Works, the existing drainage system, water, gas, sewers, electric and other services and is to make arrangements for their continuance and take all necessary steps to protect and prevent damage to them. Should any mains, service ducts or lines be found in the way of new works, or require any attention, the Contractor shall seek instructions from the Contract Administrator.

Where it is necessary to interrupt any mains or services for the purpose of making either temporary or permanent connections or disconnections, prior written permission shall be obtained from the Contract Administrator and where appropriate from the local authority or public undertaking and the duration of any interruption kept to a minimum.

4.16 **Waste Disposal**

The Contractor shall comply with the Environmental Protection Act 1990 and exercise the duty of care required under Section 34. In addition the Contractor shall comply, as appropriate, with the Control of Pollution (Amendments) Act 1989 and the Controlled Waste (Regulations of Carriers and Seizure of Vehicles) Regulations 1991.

4.17 **Protection, Drying and Cleaning**

The Contractor shall include within his tender to:

- Protect all work and materials on site including that of sub-contractors during frosty or inclement weather.
- Protect all parts of existing buildings which are to remain and make good any damage caused.
- Protect the adjoining properties by screens, hoardings or any other means to prevent damage or nuisance caused by the Works.
- Dry out the Works as necessary to facilities the progress and satisfactory completion of the Works.
- Protect and preserve all trees and shrubs except those to be removed.
- Treat or replace any trees or shrubs damaged or removed without approval.
- Clean the Works thoroughly removing all splashes, deposits, rubbish and surplus materials.
- Protect perishable materials by storing under dry cover.

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- Provide sufficient protection where food is prepared to prevent penetration of building materials, dust etc. The affected areas shall be cleaned down sufficiently to allow food preparation to commence without the need for the kitchen staff to carry out further cleaning.

In the case where a 'deep clean' is required in kitchens a pre-determined price must be agreed with the Contract Administrator.

- **Damage**

The Contractor shall exercise great care at all times to prevent damage to the building structure, fittings and fixtures, furniture, equipment, finishes or the like and shall make good any damage caused by him at its own expense. In this connection all carpets, desks and other furniture or equipment including telephones in the vicinity of the work shall be covered by the Contractor with protective dust sheets or the like prior to any work commencing. Where it is necessary to use any naked flame or welding equipment in execution of the Works and where combustible materials are in use, adequate protection shall be given to the other adjacent materials and personnel. Suitable fire extinguishers shall be provided and readily available at the position where such work is proceeding.

The Contractor shall maintain the designed escape routes and exit doors within any building clear of any materials and plant at all times. The Contractor shall consult the person in charge of the premises in respect of precautions which should be taken for the safety of other occupants prior to commencement and whilst work is in progress.

5.0 Specific Limitations on method/sequence/timing

5.1 Site Visits before tendering

The Contractor shall visit as many Sites as necessary to enable an adequate inspection to be made for the compilation of an accurate tender. The Contractor must visit sufficient sites to ascertain:-

1. Local conditions.
2. Means of access to the Site(s).
3. The confines of the Site(s).
4. Restrictions in respect of loading and unloading vehicles.
5. Factors affecting the order of execution of the work and the time required for the execution of the Works.
6. The supply of and general condition affecting labour, materials and plant required for the execution of the work.

5.2 Orders conveyed to Contractor in non-specific terms

The Contractor must make due allowance in his tender for the fact that the majority of Orders will be conveyed to him in non-specific terms and are unlikely to give a complete picture of the work that needs to be done. Therefore initial Site visits may well be needed.

5.3 Site visits to ascertain the scope of work

The Contractor shall allow in his tender for any initial site visits to ascertain the scope of work required and all diagnostic time in finding faults. No additional charges will be allowed for these activities unless specifically requested within the order.

5.4 Delivery of Materials

The Contractor must ensure that all materials are delivered to site at the time required to avoid any possible delay in the completion of the works.

5.5 Working Space

Take reasonable precautions to prevent workmen, including those employed by sub-contractors, from trespassing on adjoining owner's property and any part of the premises which are not affected by the works.

The Contractor shall confine his operations to the minimum area required for the execution of the works.

5.6 Working Hours

Working hours are limited to the normal working hours which are from 8.00 am to 5.00 pm Monday to Friday excluding public holidays. Overtime shall not be worked by operatives on the site without the prior express permission in writing from the Contract Administrator, except in the case of emergencies (see earlier clause) when permission will be deemed to have been granted.

5.7 Occupied Premises

Where Works are done in occupied premises the Contractor shall take all reasonable care to avoid damaging the property or contents and shall make good all damage which arises from the Works.

Under no circumstances, will the Contractor be permitted to use ladders, steps, equipment, furniture or any other articles belonging to the premises or its occupants in the execution of the Works.

Where Works are carried out in or adjacent to occupied premises the Contractor shall ensure that materials, plant and equipment etc., are not left in locations which may endanger or expose to risk the premises, its contents or occupants.

The Contractor shall not leave steps, ladders or other plant accessible for unauthorised persons to enter the site, the premises or any adjoining property.

Where Works are carried out in or adjacent to occupied premises, the Contractor shall take all necessary precautions to minimise inconvenience to occupants in respect of noise, dust, fumes or other forms of disturbance including the provision of adequate barriers or screens.

5.8 Contractor to report to the person in charge of the premises

Where Works are to be carried out in or adjacent to occupied premises, the Contractor shall report to the person in charge of the premises before starting work. The person in charge will advise on the daily routine of the premises and any special requirements or features which may impede or interfere with the execution of the Works. The Contractor shall obey the instructions of the person in charge of the premises in respect of vehicular movements, delivery of materials, access and escape routes, health and safety and response to fire or other emergency alarms.

Where the Contractor has carried out a repair etc., albeit of a temporary nature, a notification is to be given to the person in charge of the premises, in written note format, stating that the matter has been attended to, and, if necessary, that a permanent repair will be needed.

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When visiting Site when the establishment is not manned the Contractor shall leave a record at the premises of the Works that have been done and/or action that is required to complete the Order.

5.9 **Programme of Works**

The Contractor shall prepare and submit for the approval of the Contract Administrator, a programme covering all aspects of the Works, when requested.

5.10 **Use of the Site**

The Site is not to be used for any purpose other than the execution of the Contract. All rights of advertising on site are strictly reserved by the Employer.

5.11 **Reinstate Site**

Confine to as small an area as practicable any operations which may affect the surface of the Site and reinstate the Site after the Works are completed.

The Contractor shall not be permitted to mix concrete, mortar etc., on hard paved areas without taking adequate precautions to prevent staining.

The Contractor shall be held responsible for any damage to roads, paved areas, grassed areas, fencing and property, which may be used by the execution of the Works, or by trespass and will be required to make good any damage caused at his own expense and to the satisfaction of the Contract Administrator.

On completion of the Works, the Contractor shall clear away any temporary road, tracks, hardstandings, temporary buildings, temporary spoil heaps, skips, rubbish etc., and shall reinstate to its original condition all areas used for the same.

The Contractor shall make good and reinstate in working order any existing security system switched off, damaged or otherwise rendered inoperable by the Works.

The contractor should undertake a schedule of condition of the site prior to commencement and provide any information requirement in the event of a dispute during or after the works have been completed.

5.12 **Approval to Siting**

Obtain the approval of the Contract Administrator to the siting of permanent soil disposal and notify him of the proposed siting of materials, of temporary spoil and rubbish deposits and of temporary buildings and the like.

5.13 **Materials obtained from Site**

Sand, gravel, vegetable soil, turf and other materials including those arising from demolition or alteration works obtained from the Site shall remain the property of the Employer until removed from the Site in accordance with the Contract. Excavations shall not be made or enlarged for the purpose of obtaining such materials.

5.14 **Overtime, Night Work and Incentives**

All costs of overtime or night work at the discretion of the Contractor must be borne by the Contractor and no claims for additional payment in this respect will be allowed by the Employer.

5.15 **Dayworks**

No work will be allowed as daywork unless previously authorised by the Contract Administrator and confirmed in writing. All vouchers specifying the time daily spent

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upon the work, the workmen's names and the materials and plant used, properly priced and extended, shall be signed by the Contract Administrator.

Where daywork is authorised, the Contract Administrator shall be notified by email at the time that Works commence and similarly on its completion, and the items of plant and workpeople concerned are to be solely engaged thereon and not employed upon any other work during progress of the daywork.

5.16 **Building Operations in Winter**

The Contractor must be conversant with the measures and operations described in the booklet 'Building in Winter' published by the BRE. The document details how to keep interruptions to a minimum during winter weather, how to protect materials and when it is vital to stop work. The operations and measures described in the booklet shall be taken wherever practicable and having regard to nature, cope and programme of the Works.

5.17 **Term Times**

A list of school term holiday periods is shown with the link provided.

<https://www.bracknell-forest.gov.uk/schools-and-learning/schools/term-dates>

5.18 **Alcohol**

No alcohol is to be brought onto the site.

5.19 **Radio Receivers**

The use of radio receivers, cassette players and other audio equipment will not be permitted in or adjacent to occupied premises.

5.20 **Tobacco**

The Contractor shall not allow his workpeople to smoke tobacco in occupied premises.

5.21 **Burning**

The burning of surplus materials, rubbish etc., on the site is strictly forbidden.

5.22 **Pollution**

The Contractor shall take all reasonable precautions to prevent any pollution being caused by the execution of the works.

5.23 **Site Procedures**

The Contractor is to adhere to the following procedures when working on Site.

Every employee of the Contractor, or any sub contractor, who attends to a Site should be appropriately dressed in overalls and boiler suit in the Contractor's colours with the name and/or logo of the Contractor clearly displayed.

All the Contractor employees must be clean and respectable in appearance and have the appropriate appearance and behaviour for working at a varied number of Sites: especially for those Sites where school children, mentally and physically handicapped persons, or members of the public may be in attendance.

All personnel attending any Site must carry an identity pass, stating the name and address of the company, the name of the employee and a passport size photograph of that employee. This identify pass must be produced when initially reporting to the

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Head of Establishment, whether it is requested or not. Subsequently the identity pass must be produced when requested by any member of the establishment.

On arrival at the Site, the Contractor's vehicle must be safely parked in an appropriately marked parking space. The vehicle should be locked and the keys retained by the Contractor's employee. Neither the establishment nor the Council can accept liability for any damage or theft from vehicles parked at, or within the vicinity of, any establishment.

If it is discovered, on viewing the repair, that additional tools, equipment, labour or materials are required this should be reported to the Head of Establishment or their authorised representative and the repair should not be commenced if it is considered inappropriate. The liability of the cost of any additional visit in terms of travelling time will rest with the Contractor.

On leaving and arriving at the Site, for whatever reason, the Contractor must inform the Head of Establishment or their authorised representative. Where appropriate, the Contractor should also give an indication of the time and date of their return.

Where the Contractor is required to leave the Site, for whatever reason, and the repair is incomplete, the Contractor will be held liable for leaving the area of repair safe, clean, tidy and secure.

6.0 Facilities/Temporary Work/Services

6.1 Notice and Fees to Local Authorities and Public Undertaking

Such fees, charges, rates and taxes paid by the Contractor shall be reimbursed net to him by the Employer.

6.2 Siting of Temporary Buildings etc

If there is a circumstance where they are required all offices, mess rooms, storage sheds, sanitary accommodation and temporary buildings shall be sited to the approval of the Contract Administrator. All areas so used must be made good on completion.

6.3 Sanitary Accommodation:

Unless otherwise stated in the Order, the Employer will permit the Contractor to use toilet facilities within premises where available. The Contractor shall ensure that the initial standard of cleanliness is maintained and shall be liable for any damage arising from use of his workpeople. The Employer cannot guarantee availability of toilet facilities, particularly during School Holiday periods.

6.4 Working Platforms

Shall be provided to enable the work to be safely and effectively carried out. In all cases the Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 together with other relevant regulations and requirements, consulting the Contract Administrator where differing provisions of scaffolding are possible. Agreement by the Contract Administrator to a particular method of scaffolding shall not relieve the Contractor of his responsibility for fully complying with Health and Safety at Work provisions.

Normal ladder work in accordance with the Construction Regulations is deemed to be included in the rates. The Contractor shall allow other contractors authorised by the

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Contract Administrator the use without charge of erected scaffolding or towers belonging to or provided by the Contractor while remaining so erected.

6.5 **Scaffolding**

The charges for scaffolding or towers or mobile towers to provide working platforms will be dealt with at the discretion of the Contract Administrator as follows:

- by agreement between the Contract Administrator and Contractor.
- by quotations from not less than three specialist firms in competition.

Scaffolding is to comply with:

- BS5973: 1981 'Access and Working Scaffolds and Special Scaffold Structures in Steel'.
- BS5874: 1982 Code of Practice for Temporary installed Scaffold and Access Equipment.
- The Contractor will not be permitted to insert putlogs into any faced walls.

Scaffolding costs will not be paid for periods where:-

- The Contractor has left the site of his own accord.
- When the work is not carried out on a continuous basis through no fault of the Employer.
- Where no scaffolding has been provided.

6.6 **Shoring, Screens, Fencing and Hoardings**

The charges for shoring screens, fencing and hoardings will be dealt with at the discretion of the Contract Administrator as follows:

- by agreement between the Contract Administrator and the Contractor.
- by quotations from not less than three specialist firms tendering in competition.

6.7 **Notice Board**

Upon written application the Contractor may display and maintain in an approved position an approved notice board stating his name and that of authorised sub contractors.

Boards may only be displayed for the period while the work is in progress. On completion of the works the Contractor shall remove the board.

6.8 **Provision of Skips**

Application must be made to the appropriate local authority department for the siting of any skips required for the collection and removal of Contractors' waste and rubbish. No allowance for charges in connection with the use of skips has been included in the schedule of rates and costs should be included in the Contractor's tendered package.

Due allowance must be made for siting skips in positions agreed with the establishment officer. As this will not always be in the contractor's preferred location, the contractor must include in his tendered rates for all wheeling and barrowing etc.

The Contractor is to ensure that his tender provides for removing rubbish from the site both as it accumulates from time to time and at completion of the Works.

6.9 Temporary Telephones

For all Works, the Contractor is to allow for providing temporary telephone facilities to the Site and defray all charges in connection therewith, including the costs of all calls made by his own employees and those of any sub-contractors. No provision need be made for separate telephone facilities for the Employers representatives but the Contractor is to allow for the cost of a modest number of calls.

6.10 Water for the Works

Unless otherwise stated in the Order, the Employer will provide water from existing supplies where available for the Works. The Contractor shall provide temporary plumbing connections, standpipes, storage tanks, distribution pipes and/or hoses and the like as necessary for the execution of the Works, and remove and make good on completion.

6.11 Lighting and Powers for the Works

Unless otherwise stated in the Order, the Employer will provide electric current from existing supplies where available for the works. The Contractor shall provide temporary electrical connections, installations and the like (following the guidance given in the current Edition of the IEE Regulations) for lighting and power including low voltage socket outlets for small tools as necessary for the execution of Works.

6.12 Landfill Tax

The Contractor is deemed to have allowed in his percentage adjustments for any costs associated with the requirements and levies of the landfill tax.

6.13 Operation/Maintenance of the finished works

Where appropriate the Contractor will provide the Contract Administrator with a free copy of the manufacturers' maintenance/operation manuals for install equipment.

7.0 DBS Checks

7.1 Disclosure and Barring Service (DBS)

It is a requirement of this contract that all contractors' personnel who will visit any Bracknell Forest Council Establishment will obtain a satisfactory "Enhanced" Disclosure and Barring Service certificate.

A list of all approved Contractors' personnel will be provided prior to commencement of any work under the contract.

8.0 CONTRACTOR'S GENERAL COST ITEMS

The Contractor is to allow in his tendered rates for the cost of the following:

8.1 Management and Staff

Including all overheads, offices, equipment, insurances, travel and expenses, supervision, programming, quantity surveying support and the like.

8.2 Site Accommodation

Including erection, dismantling, hire charges, maintenance, service charges, insurance etc., for offices, stores, canteens, compounds, sanitary facilities and the

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like. It should be noted that very few situations will occur where the Contractor will need to provide site accommodation.

8.2 **Services and Facilities**

Where not provided by the Employer, including power, lighting, fuels, water, telephone, security and the like.

8.3 **Mechanical Plant**

Where not shown as included in the Schedule of Rates, Schedule of Descriptions and Prices, or provided by the Employer at no charge to the Contractor, including cranes, hoists, transport and other mechanical plant.

8.4 **Temporary Works**

Including temporary access road, hard standings, hoardings, fans, fences and the like.

8.5 **Travelling of Workmen**

To and from site.

8.6 **Identification and Labelling**

Of services as specified.

8.7 **Client Training**

As specified and any requirements for provision of record drawings or operation and maintenance manuals.

8.8 **Builders Work**

Information, including marking up of any holes, or chases, and provisions of any sleeving requirements for pipes, conduits, ducts and the like.

8.9 **Painting and Priming of Services**

As specified.

8.10 **Waste**

As generated by the installations, including cutting of materials to suit, loss, damage and the like.

8.11 **Specification Requirements**

Any adjustments required to the schedule to comply with the specification, drawings or site requirements, e.g. hot and cold water services copper pipework 54 mm diameter and under has munsen rings fixed to skirting, the Contractor is to allow for any other fixing requirements as specified or otherwise necessary.

8.12 **Records, Drawings and Safety File**

Of the work as required by the Contract Administrator.

8.13 **General Bonding and Earthing**

As required by the IEE regulations for any electrical work.

8.14 **Working**

In complete conjunction with any ceiling installations.

8.15 **Cleaning**

Of the services, Works and making good as required.

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The Contractor shall provide all of his own cleaning equipment.

8.16 **Inspection, Testing and Commissioning of the Works**

Where testing, balancing and commissioning exceeds the scope of Works, the Contract Administrator is to notify the Contractor of his requirements, and an hourly charge or lump sum agreed with the Contractor if required.

8.17 **Works/Materials by the Employer**

Plant or materials may be provided by the Employer under the provision of contract Clause 2.3.1.2 and 2.3.2.

8.18 **Approved Sub Contractors and Suppliers**

The Employer may wish to appoint approved sub contractors and/or suppliers to carry out works and/or supply goods which are not included in the schedule of description and prices. Also, the Employer may, for any work, request the Contractor to obtain, under tender conditions, competitive quotations (generally 3 no.) for any project of any value, to enable the approved sub contractor to be appointed to carry out the work under the direction of the Contractor. This percentage does not apply to sub-contractors work ordered under the daywork provision in 5.2 Contract Particulars (items 12 & 12.1) of the contract conditions as stated in the pricing schedule.

Attendance includes general attendance and unloading, storing and placing goods in position for fixing, returning crates and packing etc.

Prices are included within the Schedule of Rates for fixing only items which may have been ordered from an approved supplier or supplied by the Employer.

The Contractor must provide the sub contractors' and/or suppliers' invoices when claiming payment for such work.

8.19 **Work by Statutory Authorities**

Where the Contract Administrator orders the Contractor to instruct Statutory Authorities to carry out works under the Contract, the Contractor is entitled to recover the full cost of any fees and charges payable and is to add his tendered percentage stated in the pricing schedule.

8.20 **Project Implementation Reviews (PIRs)**

It is a council requirement that any completed works valuing more than £50,000 shall have a PIR carried out after Practical Completion of works, although generally relevant for school projects there may be a requirement for any project over the threshold. The meeting shall be organised by the Contract Administrator and a representative from the Principal Contractor should be in attendance as a minimum.

9.0 **PREAMBLES SECTIONS TO BE USED**

9.1 **General**

The Contractor shall be responsible for the satisfaction of the user of the service/building of both materials and workmanship within the environmental conditions applicable to the premises.

The ultimate authority on whether the works have been completed satisfactorily lies with the Contract Administrator.

9.2 **Appearance**

The workmanship and materials shall be of visibly acceptable appearance. The workmanship and materials shall be free from all defects, wrinkles, runs, cuts, scrapes and roughness with the exception of natural occurrences.

The area of the Works shall be clean, removing all waste packaging and protection. The workmanship and materials shall be equal to the new surrounding or comparable installations elsewhere in the premises when they were new.

9.3 **Strength**

The strength of a product shall be as defined by the relevant European or British Standard, Code of Practice and the manufacturers details.

The workmanship and materials shall be suitable and fit for the purpose.

The materials shall be equal to, or greater than, that of a comparable product elsewhere in the premises.

9.4 **Stability**

The materials shall be installed, erected or fitted to details provided by the relevant European or British Standards, Code of Practice or manufacturers' recommendations.

Materials shall not be overstressed either in component part, construction or installation.

The installation of materials shall supply stability to the product, fixings and backgrounds to which they are fixed.

9.5 **Materials**

Materials can generally be identified as to their quality by the relevant European or British Standard. (The Contractor should note that a product within a range does not necessarily comply with British Standards, and only the complying product will bear the British Standard Kite mark).

Where a product not complying to the relevant European or British Standard is used, the Employer reserves the right to recompense in the event of failure of injury to the user.

The use of a tropical hardwood from non-renewable sources shall not be permitted.

The following temperate hardwood may be used as alternatives to tropical timber:

Alder	Lime
Apple	Maple, Sycamore
Ash	Oak
Aspen	Pear
Beech	Plane
Birch	Poplar
Cherry	Black Walnut
Elm	
Hickory	

9.6 **Performance**

The materials and construction performance will be measured against known building criteria i.e. Building Regulations. Where no Building Regulations exist, performance will be measured against statutory obligations and the original building specification.

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9.7 **Standard of Quality**

The Contractor shall be required to execute workmanship to best industry standards of quality.

9.8 **Appraisal Costs**

The costs of quality appraisal where required, both before the task is performed and upon completion shall be deemed to be included within the Contractors rates.

9.9 **Quality Failure**

Any costs resulting in the failure in quality of either materials or workmanship shall be met by the Contractor.

9.10 **CDM**

For the purpose of the Reactive contract the Contractor will be the Principal Contractor. The Client & Principal Designer will be the Contract Administrator. Within larger schemes the role of Client & Principal Designer may be altered and the Contractor will be updated accordingly in writing.

10.0 **Glazing Work**

10.1 **Glazing Work General**

Generally is included in this Contract and may be required in conjunction with other work. Where glazing is specified it is to be carried out in accordance with the Employer's specification for glazing which is attached to Appendix B and forms part of the Contract. Particular attention is drawn to the requirements for safety and fire resisting glazing.

The Contract Administrator is to be notified by the Contractor in writing of any glazing work (including the addition of safety film) with exact location and position to ensure that the safety glazing database on site and the database held at the Councils Offices are completely up-to-date.

The Contractor is to note that re-glazing work in pursuance of broken glass etc., may at their discretion be ordered by the Contract Administrator/the establishment directly from a local glazing contractor.

Boarding up will only be acceptable where non-standard glazing sizes are needed and will only be acceptable with the prior approval of the Contract Administrator.

10.2 **Specification of Materials and Workmanship**

Safety	1	Because of the nature of the material, particular attention is to be given to safety requirements when carrying out reglazing. Contractors must ensure that no person other than operatives has access to areas below or adjacent to where work is being undertaken. No broken pieces of glass to be left where injury to persons might occur and all glass must be cleared up and carted away as described. The surrounding areas, furnishings, floor finishes etc to be fully protected.
Glass	2	All clear glass shall conform to BS952 and be free of all defects.

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Comply with the relevant parts of BS8000: Part 7 unless specified otherwise and part N Building Regulations 1992 Edition except the bottom level of glazing is to be one metre and not 800 mm.

Glass to be to BS952, free from scratches, bubbles, inclusions, cracks, ripping, dimples and other defects.

Glazing must be wind and watertight under all conditions with full allowance made for deflections and other movements.

All laminated glass specified shall be permanently etched in the top corner in accordance with Class 6, BS6206 to show the following:

- a) An identifiable name or trademark.
- b) The Type of material, i.e. L for laminated.
- c) The number of the British Standard, i.e. BS 6206.
- d) The classification relating to impact test behaviour, i.e. Class B.

Clear glass shall be float of minimum 6mm thickness (except in greenhouses and certain types of aluminium sashes).

The Contractor must contact the Contract Administrator if in doubt as to the use of safety glass in a particular location.

Plastic Sheet	3	Plastic sheet for glazing shall be Lexan or similar approved polycarbonate installed with full allowance for expansion. Such materials must only be used on the express instructions of the Contract Administrator or his representative. Acrylics and other plastics are not to be used.
Putty	4	Linseed oil putty for glazing to softwood shall comply with BS544. Metal casement putty of approved manufacture shall be used for glazing to hardwood and galvanised steel as specified for laminated glass.
Glazing Mastics	5	Glazing compounds shall be of approved manufacture and shall be of butyl compounds for glazing with laminated glass; butyl, silicone or polysulphide for glazing with plastic sheet.
Aluminium Sliding Sashes	6	Where reglazing of certain aluminium sliding sashes necessitates removal of the sash, carefully take out, remove broken glass and clean up frame, reglaze in appropriate glass and carefully replace sash ensuring that it is left in proper working order.
Rooflights	7	Glazing to rooflights to be carried out in wired glass bedded on plaited nylon or polypropylene rope. Asbestos rope must not be used.

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Glazing to Stained Timber	8	Hack out and reglaze as described for painted softwood but with glass and beads bedded in non-setting glazing compound.
Louvres	9	Remove broken glass and renew louvre blades with long edge ground.
Clear Away	10	On completion of any glazing work, clean glass both sides, clear up all broken glass, surplus materials, rubbish etc., and leave the working area clean. All broken glass, etc., to be removed from the site and not left or disposed of anywhere on the premises.
Roofing Works	11	It is preferred that any flat roofing works are carried out using cold applied systems. It is noted that some applications may require a torch applied system. Any hot works should be notified to the Contract Administrator and highlighted within the RAMS with notice being made to areas which are not suitable for hot works.

11.0 Contractor's Performance & KPIs

11.1 Contract Performance

The contractor's performance will be measured on a monthly basis and the contractor must supply monthly reports detailing its performance against the following KPIs:

- Percentage of Priority A calls completed within 2 hours (Target 95%)
- Percentage of Priority B calls completed within 4 hours (Target 95%)
- Percentage of Priority C calls completed within 4 Days (Target 95%)
- Customer satisfaction (Target 95% satisfied)
- Invoices for payment, including supporting documentation to be submitted within 6 weeks of job completion (Target 95%)
- Provide quotes for work not completed on first call within 4 days (Target 95%)
- Provide quotes for other work within 4 days (Target 95%)

11.2 Option to Extend Contract

The contract is fixed for 3 years with an option to extend for a further 1 year (3+1). The option to extend the contract will be based on the contractor achieving the targets identified in each KPI above.

Ultimately the decision to extend the contract, even if the contractor achieves the above targets, remains with the Council.