

## **SERVICE SPECIFICATION FOR ASBESTOS REMOVALS AND REINSTATEMENT WORKS:**

### **Table of Contents**

1. Introduction
2. Best Practice
3. Overview of the service
4. Range of services
5. Contract Area
6. Setting up Phase
7. Value for Money
8. Key Responsibility for each party
9. Construction (Design & Management) Regulations 2015
10. Health & Safety Advice
11. Quality Assurance, Quality Control and Environmental Policy
12. Meetings
13. Reporting Requirements
14. Financial Requirements
- 15 Asbestos Management (General)
- 16 Monitoring & Measurement of the Asbestos Service Provider
17. Liaison with the asbestos surveying and analytical Service provider
- 18 Operational Management
19. Service Requirements
20. Repairs priority coding
21. Complaints
22. General Issues
23. Appendix A: Relevant Asbestos Legislation and Guidelines
24. Appendix B: Lambeth Housing Management Procedure for Asbestos  
Removal/Encapsulation Works for Common Parts
25. Appendix C: Repairs Priority Codes
26. Appendix D Performance Monitoring System

## **1. Introduction**

- 1.1 Lambeth Housing Management (the Client) is responsible for the management of asbestos within the Lambeth Councils owned dwellings. This includes ensuring asbestos surveys are carried out as required, reducing the risk of existing Asbestos Containing Materials (ACMs), managing asbestos incidents and maintaining an asbestos register.

- 1.2 The Client has undertaken approximately 65% surveys of its individual housing stock and has undertaken 70% communal area inspections within blocks and conversions. The client's policy is to re-survey all communal areas where asbestos has been identified on a 2 yearly basis and to make an assessment on whether asbestos removals/encapsulation is required as part of planned works or because of potential risk to health & safety. The information is currently stored on a management database (keystone) and the Service provider must provide monthly paperwork on all asbestos removals/encapsulation works so that the data can be inputted onto Keystone in a timely fashion.

Lambeth is split into 3 districts; North, Central and South. This contract is for one main asbestos removal service provider to all three districts and appointment of one reserve service provider in the event that the main service provider is unable to fulfil the obligations set within this contract. Services are to be provided to any occupied dwelling, voids, sheltered accommodation, hostels, community centres, common and communal area and some commercial buildings within the Contract Area. The successful service provider will be responsible for the delivery of asbestos removal works to the common parts and some emergency works to domestic premises.

### **1.3 Occupied Homes**

Service provider will be working in homes, including sheltered accommodations, which are occupied whilst the works are carried out. The service provider must through suitable instruction and training, ensure that the workforce engaged in this contract (including Sub-Service provider) and adopt a high standard of Resident Care at all times. Any additional staff brought in after the start of the contract must be instructed as above.

### **1.4 Resident Care**

The Client has an excellent reputation for achieving consistently high satisfaction scores for service to its citizens. The Client is continually working to deliver an improved service to both its members and Citizens. As trusted partners, we expect all our service providers to share this determination and drive.

## **2. Best Practice**

- 2.1 Service providers are expected to demonstrate best practice throughout. Examples are:

- 2.2 All citizens must be treated with respect in a friendly and courteous manner and the requirements of the elderly and those with special needs must be sensibly and sensitively dealt with.
- 2.3 All communication for example letters must be easy to understand and identify the point of contact (name, address, telephone number etc.).
- 2.4 All workers must wear a photographic identity card at all times. The card must have an expiry date.
- 2.5 Service provider and their sub-contractor at all stages to seek Client permission to carry out inspection or work within the curtilage of the property or on the property itself.
- 2.6 All workers must act quietly as possible and take steps to minimise disruption to Citizens. Service provider must treat the property of the Resident with respect. Service provider will be working around resident's own white goods in confined areas and as such must act quietly and minimise disruption and damage. The service provider shall be liable for any damage caused to the Resident's own property.
- 2.7 Establishing good working relationship with the Client and understanding each other's requirements.
- 2.8 Service provider or its Sub-Service provider must not make any comment or pass opinions relating to housing maintenance decision(s) or any of the landlords policies. Any queries about such a decision should be referred to the Client.
- 2.9 The use of radios for site entertainment is not permitted.
- 2.10 European and UK smoking legislation must be adhered to.

### **3. Overview of the service**

- 3.1 The Service Provider is required to meet the requirements as set out in this specification as directed by the client.
- 3.2 To carry out Asbestos removals and encapsulations of all communal areas where asbestos has been identified and requires action.
- 3.3 To provide a high quality service for citizens.
- 3.4 To invest in high quality services, materials and workmanship to maximise the life expectancy of properties.
- 3.5 To ensure citizens and Lambeth Council properties are maintained to high standard and made safe against the potentially Health & Safety hazardous materials. Properties include domestic occupied dwellings, sheltered accommodation, communal areas of domestic properties, void properties, boiler rooms/stores etc. and possibly some commercial buildings.

- 3.6 To efficiently implement programmed works throughout the term of the contract and within defined cost budgets.
- 3.7 To achieve an overall satisfaction rate in line with Lambeth Council suite of Key Performance Indications (KPIs).

#### **4. Range of Services**

- 4.1 The Service Provider will undertake the following services:
  - 4.1.1 Undertaking asbestos removals and encapsulations as necessary in accordance with Control of Asbestos at Work Regulations 2012 (CAR 2012).
  - 4.1.2 Managing asbestos risk in accordance with HSG 227 '*A Comprehensive guide to managing asbestos in premises*' (2002) and L127 ACoP '*The Management of Asbestos in non-domestic premises*' (2006)
  - 4.1.3 Providing asbestos removal works in the agreed format and in the agreed timeframe with the Client in a way that the data can be effectively interrogated and attaching all relevant documentation as agreed with the Client.
  - 4.1.4 Providing site risk assessment.
  - 4.1.5 Providing ad-hoc advice on asbestos related issues.
  - 4.1.6 Day-to-day monitoring works in association with day-to-day asbestos encapsulation, monitoring or removal.
  - 4.1.7 Dealing with asbestos related emergencies including out of hours.
  - 4.1.8 Monitoring and managing works in association with asbestos related planned project works.
  - 4.1.9 Quality checking asbestos removal works and on site performance of staff.
  - 4.1.10 Liaison with Lambeth Council appointed asbestos surveying and analytical testing Service Provider. The Service Provider may not appoint their own analytical company
  - 4.1.11 Auditing staff ensuring asbestos removal are undertaken in accordance with current legislation, codes of practice, using the correct equipment and following the correct procedures.
  - 4.1.12 Checking all contractor certificates and relevant paperwork.
  - 4.1.13 Liaising with the client to resolve any issues prior to the removal works being carried out including the logistics of carrying out complex works
  - 4.1.14 Assisting in the annual updating of the Clients' Asbestos Policies.

- 4.1.15 Providing asbestos awareness training as required and ensuring all relevant employees are trained.
- 4.1.16 Carrying out smoke tests and ensuring enclosures are to the correct standard.
- 4.1.17 Provision of all necessary test equipment.
- 4.1.18 Attending monthly monitoring meetings with the Client.
- 4.1.19 Attending asbestos review meetings and training sessions as required with the Client to review performance
- 4.1.20 Ensuring all Client records are maintained for the life of the contract and passed back to the Client at the end of the contract (if required).
- 4.1.21 Providing all reports within agreed timescales as agreed with the Client.
- 4.1.22 Report any Health & Safety breaches to the Client.
- 4.1.23 Put in place robust complaints procedures.
- 4.1.24 Carry out reinstatement of panels to a standard approved by the Client.

## **4.2 Resources**

Service provider shall allow for the appropriate level of resources to carry out all duties as specified in the attached documents, in the most effective and efficient manner.

## **4.3 Service Delivery**

- 4.3.1 The contractor is to ensure the delivery of services is properly coordinated, planned, supervised, audited and delivered to the requirements of the Client.
- 4.3.2 A substantial amount of our citizens are affected by planned maintenance work each year so the potential to further improve our reputation and our service provider is high. For this reason, service provider is required to ensure that the following areas of Resident Liaison are carried out:
  - a) Write to the Residents to inform them of the work which is to be undertaken.
  - b) Initiate, organise and attend any necessary Resident Meetings.
  - c) Arrange appointments with the Resident.
  - d) Visit the relevant surveyors, project managers, operatives etc. and identify potential social or technical problems.
  - e) Explain the process of the works and advise them on any precautions they will need to take, such as rolling back carpets and creating working space.

- f) Organise access for the works.
- g) Communicate with the Residents throughout the works.
- h) Ensure handover and completion procedures operate in a resident friendly fashion.
- i) Liaise with the Resident for the rectification of any defects, aim for zero defects where the material fabric of the structure has been disturbed.
- j) Initiate and manage any complaints procedure
- k) Provide regular feedback on progress, resident satisfaction and procedures to the project team.

#### **4.4. Quality**

4.4.1 The Client has created this Specification to reflect:

- a) Performance measurement and quality expectations.
- b) The content of services and style of delivery.
- c) The quality and competence of staff to be provided who must be trained in customer care.
- d) Arrange appointments with the Citizens.
- e) Visit the relevant surveyors, project managers, operatives etc. and identify potential social or technical problems.
- f) Explain the process of the works, and Citizens on any precautions they will need to take, such as rolling back carpets and creating working space.
- g) Organise access for the works.
- h) Communicate with the Resident throughout the works.
- i) Ensure handover and completion procedures operate in a Resident friendly fashion.
- j) Liaise with the Resident for the rectification of any defects, aim for zero defects where the material fabric of the structure has been disturbed.
- k) Initiate and manage any complaints procedure.
- l) Provide regular feedback on progress, resident satisfaction and procedures to the project team.

## **4.5 Equality and Diversity**

- 4.5.1 The Client is committed to equality of opportunity and wish to encourage its Service provider to demonstrate a similar commitment. Service provider should therefore:
- 4.5.2 Abide by the statutory requirements of the Race Relations Act 1976, and the Sex Discrimination Act 1975 and their respective codes of practice.
- 4.5.3 Where appropriate, seek advice from bodies such as the Council for Racial Equality (CRE) and the Equal Opportunities Commission (EOC).
- 4.5.4 Discriminatory behaviour or racial or sexual harassment towards its agents, employees, Lambeth Housing Management or Citizens will not be tolerated. Any allegation of such behaviour will be investigated thoroughly by Lambeth Housing Management and appropriate action will be taken if allegations are found to be sustained.
- 4.5.5 Equally through its Tenancy Agreement, Lambeth Council requires citizens not to harass any neighbour, employee or agent of Lambeth Council. Service provider or their employees who have suffered harassment should bring this to the attention of the Client who will fully investigate the allegation.

## **4.6 Managing Supply Chain/Sub Service provider**

- 4.6.1 Service providers are expected to show how they work productively with their supply chain to introduce improvements in costs and process in order to increase efficiency.
- 4.6.2 Throughout the contract, the Client will want to see examples of any tripartite agreements you have entered into with Sub-Service provider and to see examples of where you have actively worked to improve the quality and cost of components.
- 4.6.3 Significant Sub-Service provider and suppliers will be joined into the contractual terms by means of the Joining Agreement as set out in the Term Partnering Contract.
- 4.6.4 The Client would want to approve all Sub-Service provider to be used to ensure they have the correct levels of insurance and qualifications which meet the requirements of the individual clients' approval processes.
- 4.6.5 Where parts of the service are subcontracted to other Service provider the Client would expect them to deliver the same standards and provide the same term and conditions for personnel as the main Service provider.

- 4.6.6 The Client is committed to the use of local suppliers' for its materials and the use of a minimum amount of subcontracting in order to improve delivery of the service.

#### **4.7 Social value and & Community Initiatives:**

Any Service providers working with Lambeth Council are expected to take their commitment to employing local labour seriously. A joint commitment from the Client and Service provider under this contract will be made to provide employment opportunities for the Council's citizens.

#### **4.8 Respect For People Agenda and London Living Wage**

The Client supports the respect for people agenda and expects the service provider and their sub-Service provider to embrace the key features and to offer fair wages by implementing London Living Wage, improve working conditions and offer appropriate training to their workforce in order that they are able to provide a quality service to our citizens. The Council will work service provider to provide joint training schemes to their workforce in order to help them improve their service.

#### **4.9. The Efficiency Agenda**

The Government has stated that it does expect major efficiency savings to be delivered in the Social Housing Sector. It has stated that a significant amount of these savings are to be achieved by adopting good practice in the procurement of goods and services. Service provider will be asked to present proposals as to how they will work with the Client to achieve efficiencies annually and report regularly on how these savings are being achieved.

#### **4.10 Best Value**

- 4.10.1 Service provider is expected to work with the Client in carrying out best value for money reviews to support service improvements and audit commission inspection requirements.
- 4.10.2 There will be requirements for specific support and the provision of data. These processes will test the Partnering Contract:
- 4.10.3 On its on-going competitiveness within the marketplace.
- 4.10.4 On its comparable performance and ability to procure effective contract delivery compared with alternative methods.
- 4.10.5 By challenging why, how and by whom the contracts are being delivered.
- 4.10.6 By consulting with its citizens and clients and measuring their satisfaction with the quality of service delivery.



- 4.10.7 The outcome of such a review will need to clearly demonstrate that the Partnering Arrangements continues to represent Best Value. This will depend in part on the Service provider achieving the threshold performance standards.

#### **4.11 Tenant Involvement and Satisfaction**

- 4.11.1 The majority of the works under this contract will be carried out in and around occupied homes. Citizens will become involved in all stages of the project from the inception and planning to selection and monitoring. Tenderers are to factor this requirement into their proposals.
- 4.11.2 Communication with and the provision of information for tenants and leaseholders before, during and after the work in the form of a range of explanatory leaflets, information packs, road shows, exhibitions, public meetings, video or DVD's and effective on-site liaison with service provider is required. Resident satisfaction with the work quality, the way it was done and the level of inconvenience experienced by them will be monitored through the Council KPI efficiency model against established baselines with improvement targets set as appropriate.

#### **4.12 Hours of Work**

These will be agreed by the individual clients in their call off contracts, but in general permitted working hours are between 8am to 5pm Monday to Friday. It is envisaged that there will be some out of hours work where access cannot be gained through normal working hours. In addition a provision must be made for any emergency work which must be dealt with within 4 hours of being reported. An emergency rate will need to be provided on the Schedule of Rates documentation.

#### **4.13 Staff Identification**

- 4.13.1 Each member of staff, including Sub-Service provider and temporary staff, carrying out works on behalf of service provider will carry, and display on request, a unique ID card bearing the following information:
- Photograph of operative
  - Employees name
  - Service provider name, address and telephone number
  - Expiry date of card
  - Unique reference/employee number
- 4.13.2 On award of a call off contract, the service provider will be required to submit, before commencement of works, a list of employees who will be working on the contract. When a member of staff leaves the company it is their responsibility to ensure the ID card is returned by the staff member.

#### **4.14 Disclosure and Barring Service (DBS) Checks**

All personnel working on the contract are to have had DBS checks. This will need to be evidenced by and validated by Lambeth Council. All Sub-Service providers should have DBS checks. This will also be evidenced and validated by the Client.

#### **4.15 Monitoring Performance**

Performance will be monitored on a standard set of key performance indicators set out below. Other measures of performance will be agreed with the Service provider. These KPI's are not designed to be the only factors to which Service provider work against but are to be used as a guideline of performance and satisfaction across all services delivered by the Service Provider within Lambeth Council.

#### **4.16 Measuring Efficiency**

4.16.1 In order to measure progress against efficiency targets, the Council will score efficiency gains against a model that contributes towards each Member's Individual Annual Efficiency Statement returns. The aim of the efficiency model is to establish gains made historically, via a year-on-year comparison of the out turn costs derived from each members spend. The model takes in account cost, service delivery and client side efficiencies against KPI's. The minimum standard of KPI's will be agreed at the start of the Contract (see Appendix D)

4.16.2 The KPI's will be reviewed on a quarterly basis and will be collected by a number of means:

- Contractor reports and complaints monitoring
- Delivery of projects within agreed timescales
- Regular inspections by Lambeth Council Officers and citizens
- Through resident satisfaction questionnaires
- Through invoice and payment records
- Management reporting
- External Audits by accredited organisations
- Site audits by Lambeth Council Asbestos Safety Advisor
- Dealing with health & safety incidents competently and within agreed protocols
- Attendance at meetings and any training organised via Lambeth Housing Management

#### **4.17 Statutory Obligations:**

4.17.1 There are two major areas of statutory obligations to tenants and leaseholders that have a direct bearing on scope of work in the Invitation to Tender. These are:-

4.17.2 Right to Repair as contained in the Leasehold Reform, Housing and Urban Development Act 1993 (c28), S121 and 122; The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 and The Secure Tenants of Local Housing Authorities (Compensation for Improvements) Regulations 1994.

4.17.3 The Common hold and Leasehold Reform Act 2002, Section 151 with regard to consultation on Leaseholder charges and rechargeable works. This Section 151 replaces the more commonly known Section 20 of the 1985 Landlord and Tenant Act.

4.17.4 Service provider should ensure that they work with the Client to meet all other statutory obligations.

4.17.5 The Client requires both the support and assistance of All Service providers conducting works on its behalf to meet its obligation under these Acts. This contract agreement is being developed in such a way that will facilitate this required support and the Client requires the Service provider to demonstrate a commitment both within their tenders and during any future contract delivery.

#### **4.18 Leaseholder and Resident Recharge Information**

4.18.1 Removal works may be recharged to citizens (Leaseholders) as service charges and therefore detailed cost information will be required from the Service provider to enable the clients to recover the costs incurred.

4.18.2 The Service provider shall provide the Client with all the necessary information and assistance to enable the Client to meet its statutory obligations for service charges and sufficiently detailed to enable charging at each property level for each activity. They shall assist the Client in resolving queries raised by leaseholders including where necessary providing evidence of costs that may be required by leaseholder or resident or Leasehold Tribunal.

### **5 The Contract Area**

5.1 Housing Stock is managed by Lambeth Council. The number of properties in the 3 district areas at present is estimated as follows:

Total number of Dwellings	Circa 34000
Tenanted	Circa 24000
Leasehold	Circa 10000

Related communal areas: approximately ~~3661400~~ consisting of street conversions, low rise, medium rise and high rise blocks

The Client for this contract will be Lambeth Council (Lambeth Housing Management)

Lambeth Council are responsible for delivering housing management services, the major works and capital programme and day-to-day repairs.

### **6 Setting up Phase**

6.1 The Setting up Phase will be the first 4 weeks of the contract in which time as a minimum, the Service provider shall:

- a. Carry out familiarisation inspections of the Contract Area as necessary
- b. Attend meetings as required to agree the full scope of works and duties of the Service provider.

- c. Familiarise themselves with all information as necessary in relation to asbestos policy and management within the housing stock.
- d. Familiarise themselves with the IT systems in place and used by the Client.
- e. Familiarise themselves with the terms and conditions and specifications of both the asbestos removal and asbestos Service providers contracts.

## **7 Value for Money**

- 7.1. The Asbestos Service provider will actively seek out opportunities for improving value for money in the provision of the services and works for example:
  - a. Review own and asbestos contractor's service levels on a regular basis and amend (with the Client's approval) to best meet user needs.
  - b. Proposing new technologies, products and services etc. to improve the service.
  - c. Reviewing and rationalising project works for removal and consultancy

## **8 Key Responsibilities for Each Party**

- 8.1 The Client and Service provider will undertake the following responsibilities. These responsibilities complement the principles listed at the beginning of the contract and together encompass the spirit, intent and determination of both parties to make a long term success of the venture and is listed below. The Partners will have joint responsibilities to each other, tenants, leaseholders and other users in relation to all Health & Safety Regulations and Law.

### **8.2 Joint Responsibilities**

- a) Committed to providing a high standard customer focused service
- b) Valuing and listening to our customers
- c) Seeking joint solutions to problems that arise
- d) Open, honest and trusting
- e) Committed to reduce true costs
- f) Committed to using of local labour
- g) Committed to community initiatives
- h) Committed to partnering relationships
- i) Commitment to continuous improvement by using innovation and technology
- j) Committed to equality and diversity

### **8.3 Client Responsibilities**

- a. Setting clear standards and targets
- b. Providing clear and timely information
- c. Prompts payers
- d. Seek to reduce costs without reducing the quality of the service

#### **8.4 Consultant Responsibilities**

- a) To implement quality and achieve standards, including clear method for identifying and correcting poor workmanship and operatives
- b) Provision of fully trained and qualified workforce, who take responsibility for themselves and the quality of their work
- c) Personnel and staff who value the ethos and culture of the organisation.
- d) Procure materials and deliver services in the most efficient method, ensuring that service costs are retained within budget and value for money is achieved.
- e) To have a clear and open policy on training and personal development of their employees.

### **9. Construction (Design & Management) Regulations 2015**

9.1 The Asbestos Service provider shall comply with all requirements of the Construction (Design and Management) Regulations 2015 as appropriate and shall provide the Client with notice and advice prior to any action arising and shall:

- a) Ensure any appointed or proposed contractor demonstrates the required level of skill, experience and resources.
- b) Maintain, review and update the Health & Safety file.
- c) Ensure Health & Safety Plan is prepared in respect of each Project.
- d) Retain the Health & Safety File and make it available for inspection at any time.
- e) Provide Health & Safety File information to the Client in a timely manner.
- f) Ensure that any or all notices required by the Regulations are issued.
- g) Carry out all other duties and responsibilities associated with the Construction (Design and Management) Regulations 2015.

### **10 Health & Safety Advice**

The Asbestos Service provider will, in conjunction with the Client, provide general advice, comply, arrange and manage all statutory and mandatory tests, arrange access and generally oversee the operations of asbestos removal, testing and surveying.

#### **10.1 Surveying**

10.1.1 All surveying and sampling of ACMs that is likely to give rise to exposure of asbestos covered by the Control of Asbestos Regulations (CAR) 2012, will require a risk assessment and plan of work to be made by the Asbestos Service provider, setting out the control measures and personal protective equipment (PPE) to be used. It also requires that adequate information, training and refresher training be given to all personnel. Sampling of ACMs under Control of Asbestos Regulations 2012 is exempt from the requirement to be licensed and falls under ACoP L143 Work with Materials containing Asbestos (2006). Document L143 is currently under review. As other hazards may be present, such as working at heights and electrical hazards, the Asbestos Service provider

shall ensure a risk assessment is completed before any work on site is started. It should include any safety aspects and record any safety protocol to be observed on site. Fire alarm and evacuation procedures should be included.

10.1.2 Anyone undertaking removal works should:

- a) Have appropriate qualifications, knowledge, training and experience
- b) Be able to demonstrate independence impartiality and integrity
- c) Have an adequate quality assurance procedure
- d) Carry out removals in accordance with CAR 2012

## 10.2 **Health and Safety Risks**

10.2.1 All Service providers are expected to fully comply with all Health & Safety legislation.

10.2.2 Safety precautions shall be observed at all times. All new operatives shall be formally trained in the safe use of all tools and companies shall ensure that their operatives have the correct equipment including personal protective equipment. Full training and assessment records of all operatives must be kept in an acceptable manner. Important safety precautions include:

10.2.3 The Service provider and all persons including Sub-Service provider employed shall comply fully with the Health & Safety Work Act 1974 and all appropriate existing enactments which are relevant to statutory provisions under that Act and with all other relevant safety requirements and with appropriate codes of practice and Health & Safety Executives Good Practice Guidance Notes.

10.2.4 The Service provider shall provide all necessary equipment and tools in order for removals to be carried out safely and methodically. For more complex work where equipment requires to be hired by the Service Provider the costs will be covered by The Client following agreement. Under no circumstances shall any ACMs be completely removed until agreed with the Client.

10.2.5 Before carrying out any removal, it is important that an assessment of the risks to the Health & Safety of operatives by the Asbestos Service provider is to be carried out. Often operatives will be seeing the site for the first time so will have little chance to evaluate the site-specific hazards that are involved and will rely on a dynamic risk assessment made based on information gathered during the preliminary site meeting and walk through. In addition to the hazards of asbestos removals other associated hazards may include:

- a. Working at heights, in ceiling voids or on fragile roofs,
- b. Working on operable machinery or plant;
- c. Working in confined spaces;
- d. Chemical hazards;
- e. Electrical hazards;
- f. Biological hazards;
- g. Noise hazards
- h. Lone working

- 10.2.6 The risks to surveyors, sampling personnel and other occupants should be reduced to as low as reasonably practicable. In assessing the risks, the appropriate HSE guidance should be considered.
- 10.2.7 Whilst working, personnel may come into contact with potential hazards which might cause accidents to themselves, citizens or visitors. Personnel must be aware of the following hazards (this list is not finite):
- a. Children
  - b. Violent, abusive or aggressive citizens or visitors
  - c. Visitors who may be unaware that work is being carried out
  - d. Domestic PETS
  - e. Motor Vehicles
  - f. Other Service Providers and Service provider
  - g. Items/debris left in grassed areas
  - h. Flying items/debris from machinery
- 10.2.8 In carrying out any of the works and/or services under the Contract Agreement, the Service provider shall adopt safe methods of working in order to protect the health of its employees, client's employees and all other persons including members of the public.
- 10.2.9 The Service providers shall review its Health & Safety Policy and Safety Working Procedures as often as is necessary and in the light of changing legislation. In particular the Service providers shall comply with the requirements of the Health & Safety at Work Act 1974, the Factories Act 1961, and the Offices, Shops and Railways Premises Act 1963 and any subordinate legislation.
- 10.2.10 Without prejudice, the Service provider will ensure compliance with all statutory Acts and Regulations and any subsequent amendments of Acts and Regulations.
- 10.2.11 The Client require the Service provider to maintain high standards of Health & safety at all times for tenants, leaseholders, citizens, visitors and staff. The Service provider's provision for Health & Safety should cover the following areas as a minimum:
- 10.2.12 Arrangements for managing safety, to include competent person(s) performance monitoring and review, audits, reporting (internal and external)
- 10.2.13 Mechanisms to ensure plant, equipment and systems or work are safe including arrangements for the use, handling, storage and transport of articles and substances.
- 10.2.14 Procedures for staff communications, consultation, training and supervision.
- 10.2.15 Lambeth Council shall be given sufficient access and support to enable it to assess Health and Safety performance and to investigate any accidents, incidents or issues that may arise.
- 10.2.16 The Client and Service provider will co-operate on all Health & Safety matters

- 10.2.17 A named competent person on the Service provider's management team, as defined within the Management of Health & Safety at Work Regulations 1999, shall have responsibility for Health & Safety matters including reporting monthly to meetings of the Project Team. The person to be notified and agreed with the Client Representative prior to commencement date of the Contract and following replacement.
- 10.2.18 The Service provider's competent person is to provide a report at least 3 working days in advance of meetings of the Project Team (as directed by the Client Representative) and attend any meeting if so required by Lambeth Council.
- 10.2.19 Monthly reports should cover, all reported accidents, near misses, new risk assessments, minutes of the Service providers internal Health & Safety meetings, the findings of any audits or inspections undertaken (internal and external) and any actions recommended or taken in response, action to changes in legislation and good practice, dangers and other Health & Safety issues including those raised by staff, tenants, leaseholders, customers and Sub-Service providers.
- 10.2.20 All RIDDOR incidents to be reported by the Service provider to the Health & Safety Executive and the Client within 3 working days.
- 10.2.21 Compliance with procedures for asbestos exposure incidents in accordance with relevant Client policies and procedures.
- 10.2.22 The Service provider shall be responsible for the observance by itself, its personnel and Sub-Service providers of all applicable rules, regulations and requirements of statutory or regulatory authorities concerning building works and fire prevention. The Service provider shall be responsible for and shall indemnify the Client against any actions or claims against the Client arising from the Service provider's non-compliance with this clause. Accidents to personnel which ordinarily require reporting in accordance with Health & Safety at Work Act shall be reported as soon as practicable to the Client.
- 10.2.23 The Service provider, together with all persons engaged by it in relation to its obligations under any Contract awarded to a Service provider under the Partnering Contract, shall obey all reasonable instructions, given to it by the Client and all instructions given by police and/or fire officers, concerning matters arising out of such Contracts and representing a danger to persons or property.
- 10.2.24 The Service provider shall comply in all respects with its safety policy and shall not be obliged to comply with an instruction of the Client if it is likely, in the reasonable opinion of the Service provider, to give to a breach of such policy or a breach of Health & Safety legislation.
- 10.2.25 The Service provider shall immediately provide the Client with full details of why such a breach would occur and any dispute between the parties arising out of this clause shall be determined in accordance with the problems and dispute resolving procedures under TPC2005 or JCT MTC.



- 10.2.26 The Service provider shall promptly upon it aware provide the Client with full details of any significant unsafe event of which relates in any way to the works or services.
- 10.2.27 The Client shall be responsible for the observance by itself and all its parties of all applicable Health & Safety precautions necessary (whether required by legislation or not) for the protection of such parties, other Service provider, personnel or Sub-Service provider involved in providing the service. In particular (and without limiting the generality of the foregoing) of, and at all times comply with, the Client policy in relation to Health & Safety requirements in force for the time being.
- 10.2.28 The Client shall be responsible for and shall indemnify the Service providers against actions or claims from the Client non-compliance with this clause.
- 10.2.29 Where asbestos is found in an unsafe condition or likely to be disturbed by the works or any other hazardous material is found or suspected to be present on the worksite, the Service provider shall cease work which could disturb or damage the suspect material and immediately notify the Client.
- 10.2.30 The Client will instruct the Service provider to make the necessary arrangements for making safe once identification has been carried out of the suspect material. The Service provider shall comply with the Asbestos regulations and the Client's Asbestos Policy.

### **10.3 The Asbestos Service provider shall**

- 10.3.1 Ensure that all works within the Contract Area meet the requirements of all current and future legislation including all European directives.
- 10.3.2 Maintain all site safety notices and notices issued from the Client.
- 10.3.3 Ensure that all accidents and dangerous occurrences are properly reported and recorded as reasonably practical; records must be fully compliant with the Client's systems and procedures.
- 10.3.4 Maintain all relevant documentation.
- 10.3.5 Allow access and information to all relevant parties as required to carry out their duties.
- 10.3.6 Provide asbestos awareness training for the Client and its staff and Service provider as requested (if required).
- 10.3.7 Ensure all recommended requirements be complied with after H&S audits.
- 10.3.8 Provide asbestos management as required by the Client
- 10.3.9 Immediately notify the Client of any non-compliance with the above.

10.3.10 Arrange for parking permits ensuring all hazardous materials are transported safely

## **11. Quality Assurance, Quality Control and Environmental Policy**

### **11.1 Quality Assurance**

The Asbestos Service provider shall employ all the principles of Quality Assurance and Quality Control and ensure that all the services etc. are carried out under this specification to achieve an acceptable performance level under current ISO standards.

### **11.2 Audits**

At any time the Client can carry out audits on the Service provider quality assurance and control systems and it is proposed that this will be done at least once during the contract term.

### **11.3 Procedures**

The Service provider will be required to have a quality assurance or control policy with an accompanying procedure in place on contract award.

## **12. Meetings**

### **12.1 Formal meetings**

Formal Meetings between the Client and the Asbestos Service provider will be held as follows:

- a. Project specific meetings as agreed with the Client.
- b. Monthly Review Meetings. These will be held between the Client and the Asbestos Service provider at Contract Manager level to discuss the Asbestos Service provider's Performance and any other issues.
- c. Annually undertake a joint review of the Asbestos Managing Service provider's services and performance.
- d. Ad hoc meetings as requested by Client.

### **12.2 Meeting Administration**

The Client will organise, chair and administer the above meetings.

### **12.3 Consultation Meetings**

The Asbestos Service provider shall be available to attend resident consultation meetings, as required by Client (these may be held in the evening)

## **13 Reporting Requirements**

### **13.1 Reports**

The Asbestos Service provider is to prepare and distribute on a monthly basis reports based on the following but not restricted to:

- a) Executive summary.
- b) Project specific progress reports for each project
- c) Project specific financial report for each project.
- d) Details of all the works orders issued.
- e) Monthly cumulative spend.
- f) H&S issues that is reportable under RIDDOR.
- h) Report on status of all projects etc.
- j) Identify/agree any changes required.

### **13.2 Annual reports**

The Asbestos Service provider shall produce annual reports in an approved format to cover activities during the previous year and objectives for the new financial year as required.

## **14. Financial Requirements**

14.1 The Asbestos Service provider is to ensure that all invoices:

- a. Include full supporting documentation (as required by the Client) for each invoice submitted.
- b. Provide evidence of all work undertaken with submitted invoice
- c. Checked to contain works or goods provided to specification arithmetical correctness; compliance with budget

### **14.2 Invoices for Lambeth Council**

Invoices should be provided on a monthly basis detailing all inspections. All invoices to be submitted by email subject to approval.

## **15. Asbestos Management (General)**

### **15.1 Advice to the Client**

The Asbestos Service provider will provide advice to the Client, its staff and Service provider, on any issues pertaining to asbestos within any works or projects.

### **15.2 The Client Objectives for Asbestos Management**

15.2.1 To safeguard employees, tenants, leaseholders, Service provider, visitors and other third parties.

15.2.2 To ensure that all employees who are involved with asbestos in the course of their work are adequately informed, instructed, trained and supervised regarding their particular job and any other relevant work, which they are expected to perform. Asbestos Awareness Training may be requested.

15.2.3 At all times to act in accordance with current regulations and guidelines to the satisfaction of the enforcing authority (HSE).

15.2.4 Management of the asbestos surveying, monitoring and removal process in accordance with the Client's specification and asbestos policy, and in collaboration with other Asbestos Service providers and asbestos removal Service provider appointed by the Client.

15.2.5 Liaison with the Client's Health and Safety Team to improve the systems and policies in order to achieve the Client's objectives.

15.2.6 Attend meetings as required with the Client in order to review performance.

## **16 Monitoring & Measurement of the Asbestos Service provider**

16.1 The Client shall measure and report on Key Performance Indicators (KPI's) relating to the performance of the Service providers on a monthly basis.

16.2 KPI targets will be determined pre-contract but the performance indicators will include those listed in the Performance Monitoring System in Appendix D.

16.3 Failure to achieve KPIs may result in no further work being given to the Service provider, in accordance with the Performance Monitoring System in Appendix D.

## **17. Liaison with the asbestos Surveying Service provider**

17.1 The Asbestos Service provider shall ensure suitable resources are available to deal with the day to day asbestos issues and programmed asbestos works in coordination with the asbestos surveying Service provider.

- a. The Asbestos Service provider is to establish sufficient communication links with the asbestos surveying and analytical Service provider, which include phone, fax and e-mails and out of hours contact procedures.
- b. The Asbestos Service provider will be expected to respond to asbestos emergencies within 4 hours (Priority 1) and may include out of hours/weekend work having coordinated their attendance with the asbestos surveying Service provider.

17.2 The Asbestos Service provider is to ensure all breakdowns in communication are reported to the Client.

## **18. Operational Management**

18.1 The Asbestos Service provider's normal working hours shall be 08.00 - 17.00 Monday to Friday. Some weekend service will be expected to be provided where access during the weekdays is not gained. The Asbestos Service provider will be expected to provide an emergency out of hour's service with a four hour response time. The out of hour's service is not likely to be used often but such call outs must be attended within time scales and appropriately resourced.

- a. The Asbestos Service provider shall provide a rota of senior personnel to be on duty for housing out of hours emergencies 365 days per year

- b. The Asbestos Service provider shall ensure the following:
- c. When the works require asbestos removal, the Asbestos Service provider shall ensure the works are carried out to current regulations and guidelines.
- d. The Asbestos Service provider whilst working on day to day works or project works with the asbestos surveying and analytical Service provider will ensure that the works comply with all the relevant law, statutory instruments and regulations.
- e. All asbestos related customer complaints, within the complaints procedure, are investigated and a formal response sent to the Client within the specified time limit.
- f. Information is provided as required for asbestos related Local Government Ombudsman complaints and Member's Inquiries
- g. The Asbestos Service provider's staff shall carry Client produced ID cards as specified in their contract at all times.
- h. The Asbestos Consultancy uses a demonstrable QA system at all times.
- i. Training records for all Asbestos service providers' employees are up to date with photocopy of any registration cards or training completed.
- j. The Asbestos Service provider shall update the Clients computerised repairs ordering system and all other records with the required information with 1 working day of the relevant tasks being completed, including the "view notes" section pertaining to each Works Order Number: NB Please note that this method is not currently being implemented
- k. When the Client is notified by a contractor or Housing Management Surveyor that asbestos is damaged they will raise an order for the removals required on the Clients computerised repair system. The order will be printed over to the Asbestos service provider, followed up by a confirmation telephone call or e- mail.
- l. The Asbestos Service provider will carry out removals and report back to the Client, updating the repair system with all relevant information within 1 working day .
- m. Following the analysis, the Asbestos Service provider and Client shall agree on the remedial action if necessary. The Client will then issue a Works Order to the removal contractor using the Clients computerised repairs ordering system.

## **19. Service Requirements**

### **19.1 Asbestos Policy**

The Clients have developed their own asbestos policies which the Asbestos Service provider will be expected to implement and maybe requested to assist in the annual review of, and contribute to its continuing development of the life of the contract. The Service provider maybe required to assist in the annual review of the Client's Asbestos' Management Plan and Procedure Policies

#### **19.1.1 The Service provider will:**

- a. Have an explicit duty to assess and manage the risks from asbestos in premises. The risks will vary with circumstances, ranging from normal occupation of a building to the repair, refurbishment and demolition of the

premises, and they will each need to be assessed. The Client shall prioritise remedial works taking account of the Asbestos Management Service provider's advice.

- b. Take responsible steps to determine the location of materials likely to contain asbestos missed during surveys or sampling.
- c. Presume materials to contain asbestos, unless there are good reasons not to do so.
- d. Provide all data into the required format as instructed by Client within the necessary timescales and promptly deal with any errors.

19.1.2 To manage the risk from asbestos-containing materials, the Asbestos Service provider shall:

- a. Keep and maintain accurate records and supply the data recording all information as instructed by Client.
- b. Advise the Client on the best methods to adopt if there is a risk of exposure due to its condition or location.
- c. Provide training for the Client's staff and Service provider, to ensure compliance with the Control of Asbestos Regulations 2012 if required.

## 19.2 Management of ACMs

19.2.1 A survey of the dwelling and common area and building may be undertaken to locate and assess any ACMs. The results of this survey must be recorded in an easily retrievable form, which can then be used to make a risk assessment and remedial plan. The appointed Asbestos Service Provider will :

- a. Clean up and removal of debris.
- b. Repair.
- c. Encapsulate (paint or seal).
- d. Enclose.
- e. Remove.
- g. Restrict access/isolate.
- h. Train.
- l. Define and use safe systems of work.

## 19.3 Labelling

19.3.1 Where asbestos is identified within the common parts (including raw asbestos, asbestos waste and products containing asbestos) the surveying consultancy shall clearly label the area and material with a label approved by the Client to confirm the Clients' own asbestos policy and procedures. The Service Provider should be aware of the limitations of this method.

## 19.4 Removal / Abatement of Asbestos (Projects & Programmes)

19.4.1 The Asbestos Service provider will assist the Client in the asbestos removal and abatement projects in accordance with the Control of Asbestos (CAR) Regulations 2012 and ACoP L143 Work with Materials containing Asbestos

(2006) and as a minimum to carry out all or some of the following (*L143 currently Under review by HSE*):

- a. Take instructions and prepare technical and cost appraisals with illustrative drawings as necessary. Arrange, attend and participate in meetings for the removal and abatement of asbestos.
- b. Provide final specification, drawings and information necessary within agreed timescales.
- c. Agree the programme in liaison with relevant parties.
- d. Inspect each project as often as is necessary in order to fulfil and discharge its responsibilities under the contract.
- e. Administer appropriate actions to ensure the Service Provider's project timings are not exceeded.
- f. Follow instructions from Client when required to ensure uninterrupted progress of works.
- g. Organise and administrate (including noting) progress review meetings if required.
- h. Attend monthly meetings with the Client in order to review performance
- i. Ensure the asbestos removal Service provider carries out all works to the standard specified within the contract.
- j. Ensure the appointed Service provider comply with all relevant statutory regulations.
- k. Ensure staff and operatives appointed by the Service Provider wear Client-produced ID at all times.
- l. Conform to the Client's procedures

## **19.5 Asbestos Removal Works**

19.5.1 The Asbestos Service provider may be required to carry out Asbestos removals to individual dwellings and common areas and buildings on a call off or programmed basis. The Asbestos Service provider shall include for the following service requirements in their prices:

- a. Arrange, in writing an appointment with the resident, customer or building owner for all removals that are requested by the Client.
- b. Carry out the specified number of programmed removals within agreed timescales and gather all information as specified by the Client.
- c. Ensure that removals are carried out in accordance with Control of Asbestos at Work Regulations 2016 (CAR 2016)
- d. Carry out audit and quality checks on removals.
- e. Provide information onto the required format. All records shall remain the property of the Client and will be handed over monthly in the agreed format.
- f. Submit invoices in accordance with the contract and attach relevant information including copy of all removals attached with the invoice.
- g. Endeavour to constantly improve the content and quality of the works and the effectiveness and efficiency of the process and provide annual proposals for achieving improvements and or cost savings to the Client.
- h. Provide guidance and advice to the Client on the best procedures to adopt
- i. Comply with all relevant Client procedures and guidelines
- j. Adhere to the Client's customer care objectives

- k. Attend monthly meetings and ensure that the Client receives relevant information as specified, no less than 5 working days prior to the meeting.
- l. Have all required tools and equipment before the commencement of removal works (many include hiring of complex equipment, to be agreed with The Client)
- m. Ensure the Service Provider have inspected the appropriate asbestos survey reports prior to removals and understand the limitations of the surveys
- n. Ensure operatives have the necessary skills and expertise in carrying simple reinstatement works to agreed standards.

**19.5.2 The Asbestos Service provider shall ensure asbestos removals have the following elements (if required):**

- a. All operatives have all the necessary required information, training, experience, equipment (including PPE, ensuring all are in working order) and qualifications for carrying out their duties safely
- b. A detailed written work plan (detailing safe working procedures)
- c. Pre-arranged parking (if required) and notification to all affected residents
- d. Isolate the area where removal works are being conducted by means of a constructed seal and/or negative air pressure. Covering items which cannot be moved and restricting areas by means of warning signs and/or barriers.
- e. Liaise with the Client's approved analytical laboratory ensuring air test (s) are carried out at the appointed time (s).
- f. Ensure site is left safe and clean
- g. Correct classification, packaging, labelling and documentation for the transportation of waste
- h. Asbestos waste is disposed of at a landfill with the appropriate permission of the municipality or through a registered waste management company
- i. All paperwork is submitted to the Client at the agreed timescales.

**20 Repairs Priority Coding**

- 20.1 The Client's codes for repairs are attached at Appendix C and must be adhered to by both Service providers and The Client. Joint attendances may be required.

**21 Complaints to Lambeth Council In respect of Service Provision**

**21.1 Receipt of Complaints**

- 21.1.1 The Service provider shall deal with any complaint received, in a prompt, courteous and efficient manner in accordance with the Client's complaints procedure. The Service provider is responsible for investigating and sending written responses to Stage 1 Complaints to the Client. The Service provider shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Client at all reasonable times. The Service provider shall take

- 21.1.2 The Service provider shall notify the Client forthwith in writing of all complaints received and of all steps taken in response thereto.



## **21.2 Stage 2 and 3 Complaints (Ombudsman)**

21.2.1 For Stage 2 and 3 Complaints, the Service provider shall provide full case details and the corrective action to be taken to the Client and have staff available for interview and site inspections as required. The Service provider shall provide this information within five working days of the first request. Any follow up information required will be provided by the Service provider within two working days of the request

## **21.3 Out of Time Response**

21.3.1 If no reply, or an insufficient reply, is received to requests for information from the Service provider, within the given timescales the Client will make a decision on the outcome of the complaint based on the information available and if compensation is paid the amount will be deducted from the Service provider's fee.

## **21.4. Non Formal Service provider Complaints**

The Asbestos Safety Advisor will issue e-mail requests to notify the Service provider of Non-Formal Complaints e.g. recalls, chase-ups, missed appointments, partially complete Orders. The Consultancies point of contact must inform the Supervisor all issues of non-compliances.

## **22. General Issues**

### **22.1 Notification of Accidents and Fibre Escapes**

The Service provider will at all times comply with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. In addition to complying with these regulations the Service provider will immediately notify the Client by telephone of any injury or dangerous occurrence reportable under these regulations and supply a copy of the HSE Form 2508A "Report a case of a disease" within seven days.

### **22.2 Information to the Public and Citizens**

The Client will have their own internal procedures and protocols in liaising with the public and or citizens about asbestos. The Service provider is to liaise with the Client or appointed liaison officer with regards to providing asbestos information to the public and or citizens. Under no circumstances are reports or advice to be given to residents without the authorisation of the Client.

### **22.3 Information for Safety Representatives**

Safety representatives of any Trades Unions related to the site have a statutory right to information relating to the Health & Safety of their members. The Service provider is to refer all such inquiries to the Client. Once the Client has established the nature of the information required the Service provider is required to assist the Client by providing written or verbal answers to the inquiries.

#### 22.4 Contact with the Health & Safety Executive

The Service provider is to comply with all written and verbal requirements of the Health & Safety Executive. All instructions received by the Service provider from the Health & Safety Executive shall be confirmed to the Client in writing

#### 22.5 Contact with Local Authority

The Service provider is to refer any enquiries from the residents directly to Lambeth Council.

## 23. Appendix A: RELEVANT ASBESTOS LEGISLATION

	<b>Asbestos Regulations, Approved Codes of Practice and Guidance</b>
SI No. 2739	Control of Asbestos Regulations 2012 – under review
L143	Work with Materials containing Asbestos (1st Ed) (2006) –under review
L127	ACoP – The Management of Asbestos in non-domestic premises (2006) –under review
HSG 53	Respiratory protective equipment at Work (2005)
HSG 247	Asbestos: The Licensed Service provider guide (2006)
HSG 248	Asbestos: The analysts guide for sampling, analysis and clearance procedures (2005)
HSG 189/2	Working with asbestos cement (1999)
213	Introduction to Asbestos Essentials (2001)
HSG 210	Asbestos Essentials – Task Manual (2nd Ed. 2008)
HSG 227	A comprehensive guide to managing asbestos in premises (2002)
HSG 264	Asbestos, The Survey Guide
MS 13	Asbestos: Medical Guidance Note (2005)
INDG 289	Working with asbestos in buildings (Aug 02)
INDG 223	A short guide to Managing asbestos in premises (rev 3)(Dec 04)
	Manage Buildings? You must manage asbestos (Jan 08)
INDG 418	Asbestos kills Pocket card (Dec 07)
INDG 419	Asbestos kills: Protect yourself! (Dec 07)
	Asbestos Materials and MMMF in Buildings (1999)
	<b>Acts of Parliament</b>
	Health & Safety at Work etc. Act 1974
	Control of Pollution Act 1974 & Control of Pollution (Amendment) Act 1989
	Environmental Protection Act 1990
	Environment Act 1995
	<b>Health &amp; Safety – Approved Codes of Practice and Guidance</b>
L1	A guide to the Health & Safety at Work etc. Act 1974 (1990)
L5	Control of Substances Hazardous to Health Regulations 2002 (2005)
L21	Management of Health & Safety at Work Regulations 1999 (2007)
L22	Safe use of work equipment -PUWER Regulations 1998 (2008)
L23	Manual Handling – Manual Handling Operations Regulations 1992 (as amended) (2004)
L24	Workplace Health, Safety & Welfare (Regulations 1992) (2004)
L25	Personal Protective Equipment at Work (Second Edition) (2005)
L73	A guide to Reporting of Injuries, Diseases and Dangerous Occurrences

	Regulations 1995 (2008)
L74	First Aid at Work – The Health and Safety (First Aid) Regulations 1981 (1997)
L101	Safe work in confined spaces – Confined Spaces Regulations 1997 (1997)
L108	Controlling Noise at Work – Noise at Work Regulations 2005 (2005)
L144	Managing Health & Safety in Construction. Construction (Design & Management) Regs 2007
MDHS 59	Man-Made Mineral Fibre (1988)
MDHS 87	Fibres in Air (1998)
MDHS 97	Methods for Sampling Surface Contamination (2002)
INDG 401401	The Work at Height Regulations 2005 (as amended): A brief guide (2007)
	<b>Waste Regulations</b>
SI No. 894	The Hazardous Waste (England and Wales) Regulations 2005
SI No. 895	The List of Wastes (England) Regulations 2005
SI No. 1573	The Carriage of Dangerous Goods & Use of Transportable Pressure Equipment Regulations 2007

**24. APPENDIX B - LAMBETH HOUSING MANAGEMENT PROCEDURE FOR ASBESTOS REMOVALS/ENCAPULSATION WORKS FOR COMMON PARTS**

- Lambeth Council approved Surveying Consultancy inspect communal area
- Asbestos survey report highlights any area requiring remedial action and send a separate notification to the Health & Safety Team providing details of damaged material (s)
- On receipt of the notification of damaged material (s), the Asbestos Safety Advisor will carry out an assessment on the best option to adopt to make safe.
- Complex works will require a site visit with Service Provider to discuss the logistics of the works and best methods to adopt
- Notification of works to any residents who may be affected by the works
- Service provider to notify works to HSE (if required) and ensuring parking is secured for the duration of the works
- Service provider to carry out works according to method statement
- Service Provider to reinstate panels (if required).
- Asbestos Safety Advisor to site audit 25% of works including carrying out site assessment of quality of reinstatement works
- Site audits to be implemented within the agreed Key Performance Indicators (KPI's)

## **25. APPENDIX C- REPAIRS PRIORITY CODES**

### **25.1 Lambeth Housing Management**

The Service provider will be given a priority code for each piece of work as follows:

**Priority 1:** attend site within 4 hours and to undertake such remedial work as is required to make the building safe. In extreme emergencies (e.g. exposed asbestos and asbestos incidents) attend within 2 hour and complete expeditiously.

**Priority 2:** attend within 24 hours and complete within 3 working days of date of issue. This will be usual for one-off removal works

**Priority 3:** attend by appointment and complete within specified time.

## 26 Appendix D - Performance Monitoring System

Key Performance Indicators
<p>Targets will be determined pre-contract but the performance indicators may include:</p> <ul style="list-style-type: none"><li>• Carrying out of removals and delivery of associated paperwork within timescales</li><li>• Complaints responded to within timescales.</li><li>• Work completed on time</li><li>• Resident satisfaction and effective liaison</li><li>• Attendance at meetings</li><li>• Invoicing accurate and on time</li><li>• Quality of removals and reinstatement works</li><li>• Ensuring site is left safe following removals</li><li>• No health and safety incidents identified by Service provider or <u>Lambeth Housing Management</u></li><li>• Timeliness of on-site reporting</li><li>• Effective liaison between Lambeth Housing Management, contractor and Service provider</li><li>• Delivery of projects within timescales</li><li>• Delivery of the monthly report to authorised officer 5 days in advance of the monthly meetings.</li><li>• No reportable notices occurring following HSE inspections, no RIDDOR reportable accidents occurring within the month.</li><li>• Response times to Client requests</li><li>• Dealing with emergencies within the set timeframe</li></ul>

### 26.1 Performance Monitoring System

The purpose of this system is to ensure that any area of inadequate performance will be flagged up at an early stage and rectification/remedial action taken.

Failure to remedy will result in the Service provider:

- not being given further work until the shortfalls are remedied
- not being given any further work at all.

### 26.2 Performance measures have been met.

Lambeth Housing Management will continue to use the Service provider based on satisfactory monthly reports.

### 26.3. Failure to meet one KPI

Rectification plan is required from the Service provider detailing all actions and timescales as appropriate, to be delivered to Lambeth Housing Management within 7 days of the meeting and action before the next meeting.

#### **26.4 Failure to meet 2 or more KPIs**

If first non-compliance, rectification plan is required from the Service provider detailing all actions and timescales as appropriate, to be delivered to LAMBETH HOUSING MANAGEMENT within 7 days of the meeting and action before the next meeting. The Service provider will be warned about loss of future work.

If subsequent non-compliance, the Contract Manager is called to meeting to explain why action plan has not been not implemented/why there have been further performance failures. This may result in no further work being allocated to the Service provider.

#### **26.5 Continuing failure to meet KPIs**

Director is called to meeting to explain why action plan not implemented/why there have been further performance failures

No further work will be allocated to the Service provider, at least until the action plan is shown to be working

If the action plan does not give Lambeth Housing Management confidence of improved performance or if the failure is so serious as to justify it, the contract conditions will be used to terminate the call-off.

Any further call-offs will be dependent on the Service provider's ability to prove to Lambeth Housing Management that their problems have been resolved and sufficient resources will be devoted to the project to ensure its success.

At Lambeth Housing Management's sole discretion, LAMBETH HOUSING MANAGEMENT may not issue further works to the Service provider.

NB: In accordance with the contact conditions, L&A Damages will be applied if the Service provider's performance failure results in financial loss to Lambeth Housing Management.





