

REPORT TO: BEST VALUE SUB COMMITTEE – 16 MARCH 2005
REPORT BY: CHIEF EXECUTIVE
REPORT ON: NON HOUSING PROPERTY AND MAINTENANCE REPAIRS SERVICE
REPORT NO: 173-2005

1. PURPOSE OF REPORT

To present the findings and recommendations of the Best Value review on the property (non-housing) repairs and maintenance service (e.g. to schools and other departments)

2. RECOMMENDATIONS

The Committee is recommended to approve:

- 2.1 the adoption of the partnership agreement attached as an appendix to this report to govern the repairs service to council departments by Contract Service to come into force on 1 April 2005
- 2.2 the submission of annual report on the property maintenance partnership agreement to the Policy and Resources Committee
- 2.3 the replacement of the existing Schedule of Rates with a 'cost plus' basis for charging for repairs
- 2.4 an interim IT solution to provide repairs and billing with the long term aim of using the new corporate property system

3. FINANCIAL IMPLICATIONS

The aim of the partnership approach is to achieve more repairs within the available budget. The main way this is being achieved is through the recommended change to a cost plus recharge from a schedule of rates. The cost of the IT development will be contained within the Dundee Contracts Service overhead rate. The Depute Chief Executive (Finance) will review and set the overhead rates related to the recharge rate of Dundee Contract Services to ensure compliance with the Local Government in Scotland Act 2003.

4. SUSTAINABILITY IMPLICATIONS

The partnership agreement commits the partners to use practices and materials in line with the Council's commitments to sustainable development.

5. EQUAL OPPORTUNITIES IMPLICATIONS

The Partnership is committed to the principles of equality and opportunity.

6. BACKGROUND

A review group was established by the Chief Executive to review non-housing repairs as part of the Best Value programme. This was chaired by the Director of Dundee Contract Services. The aim of the review was to consider if the lessons learned during the Best Value Review of Housing Response Repairs (Report No 774-2003) could be applied to other types of building repairs carried out for Council services.

The Best Value Review of Housing Repairs led to a new Partnership Contract between DCS and the Council's Housing Department. It also changed the basis for accounting for the costs, introduced a range of quality service improvements and backed this up with a new computer

system. Non-Housing repairs on the other hand still operate the client-contractor model based on Compulsory Competitive Tendering. Non-housing repairs are valued this year at £2,036,420.

The review group comprised of the main client departments of Education, Economic Development and Finance (Insurance) plus DCS and Architectural Services.

Two sub groups were formed, one to consider the partnership approach to the non-housing repairs and the other to consider the IT options. Both sub-groups consulted all client departments to determine their requirements for a repairs service and performance information.

7. ISSUES AND RECOMMENDATIONS

The sub-groups gave detailed consideration to a wide range of issues that arise between clients and contractors. The resolution of these forms the basis of the Partnership Agreement. The Partnership Agreement is attached as Appendix One. The key issues to be addressed are whether this arrangement will deliver best value in terms of transparent performance improvement and how will the pricing/recharging operate to ensure competitive rates.

As with the housing repairs review the group agreed that the Partnership Agreement approach demonstrates partnership working at key officer level, reduced bureaucracy and provides a high quality service, which meets service users expectations and can deliver more repairs and works per the available budget while being cost effective.

The latest management report to the housing repairs management board shows a 7% drop in the average cost of repairs and an overall saving of 10.46% on the housing repairs budget over the nine month period April – December 2004. By adopting a similar approach for other repairs and maintenance could therefore save between £140,000 - £200,000 per annum depending on the volume of repairs.

The Partnership Agreement sets out that the Property Maintenance and Small Works Partnership aims to:

- Deliver the Repairs and Works service to the specification, budget, timetable and standards of quality agreed within the framework of the Partnership Agreement
- Carry out works up to a value of £25,000, subject to all reporting and approval mechanisms required by Dundee City Council and individual departments in respect of Standing Orders and financial regulations
- Secure the most cost-effective and efficient use of resources to maximise the benefit to the Council, client departments and end users and demonstrate that Best Value is being achieved
- Support the strategic objectives which form an integral part of Dundee City Council's corporate plan

The Partnership Agreement will also link with current policies and procedures operated by the client departments. This will ensure equalities and sustainability policies are addressed. Changes to the Partnership Agreement can only be made by the Policy and Resources Committee.

It is recommended the Schedule of Rates should be replaced as for non-housing works it was considered limited due to the wide scope of properties and clients it covered. In addition it had now expired, would be time-consuming to revise and update and contained an element of risk within the pricing for the client and the contractor.

A key objective is to reduce the bureaucracy of ordering work and give staff flexibility to do the work required on site within broader parameters. To achieve this it is recommended that payment for work will be on the basis of 'net cost plus' using rates set by the Finance Department and DCS and to facilitate this DCS staff are moving from a bonus system to being salaried. This process is ongoing. The cost plus element was a critical part of the Housing agreement. The

'cost plus' recharging reflects the actual costs incurred for labour, materials and plant with the addition of overheads and incorporate sufficient allowance to finance replacement vehicles, plant and equipment for the service. The Depute Chief Executive (Finance) will set the prices and adjustments to apply to ensure that the legislative requirements of the Local Government (Scotland) Act 2003 are met.

To ensure the client departments and the Council are receiving Best Value a Partnership Review Group will be established. The Group will comprise representatives from the major client departments, Dundee Contract Services and the Finance Department.

The Partnership Review Group will be established to determine if the aims and objectives set out in the Partnership Agreement and the requirements of Best Value are being met and to make appropriate recommendations to the Policy and Resources Committee. A minimum requirement will be an annual report to the Policy and Resources Committee. This will include a review of the prices set and use benchmarking with other bodies or competitive tender information to test that costs are competitive

The IT Options Appraisal took account of the Council Plan to record all property assets on a corporate property database (known as the GVA system). The client departments were consulted on their requirements for ordering and billing repairs and maintenance works, statistical information on maintenance and performance measurement. An interim option is required to enable the new ordering and billing process to commence from April 2005 that utilises the existing non-housing repairs system which is integrated into both the Council's financial systems and Dundee Contract Services work instruction system. However, following this first year the Partnership will aim to integrate all ordering and billing through the GVA database.

The total cost of the IT requirement to amend the GVA system and update the current system for the first year will be £94,500. These costs will be recovered in one full year based on the anticipated cost reductions of 7% in the average cost per repair.

It can therefore concluded that developing the same principles of the housing repairs best value review will lead to improvements. The partnership review group annual report using benchmarking and the cost plus information to compare prices will provide transparency and ensure best value is being delivered.

8. CONSULTATION

All departments that use Dundee Contract Services for repairs and maintenance work have been consulted.

9. BACKGROUND PAPERS

Best Value Option Appraisal on Repairs Service Report No 774-2003

Council Plan 2003-2007 (property pp 48)

Alex Stephen
Chief Executive 08/03/05



Council Departments > Contract Services
Dundee City Council > Finance



*PROPERTY
MAINTENANCE
AND
SMALL WORKS
PARTNERSHIP
2005 - 2010*

PROPERTY MAINTENANCE AND SMALL WORKS PARTNERSHIP AGREEMENT 2005-2010

1. GENERAL PRINCIPLES AND PROVISIONS

1.1 Context

1.1.1 Dundee City Council is committed to working for a secure, pleasant environment and sound economy for individuals, families and the wider community who live in the City and is committed to the provision of a coherent set of high quality services through the most economic use of resources, based on the principles of partnership, equity and accountability. An agreement already exists between the Housing Department and Dundee Contract Services to provide an efficient and effective responsive repairs service, including programmed maintenance and small projects, to their tenants and deliver Best Value. This partnership seeks to expand these principles to encompass all the other Council properties and departments.

1.1.2 As an inherent part of their service, Council departments and Dundee Contract Services aim to provide an efficient and effective service for responsive repairs and carrying out works and deliver Best Value. They are committed to developing this strategy to improve the social, economic and physical environment of the City. Within the context of Community Planning, it will create sustainable development and a better quality of life through –

- Greater social cohesion and community identity
- Improved training and achievement
- Improved employment opportunities
- Improved community safety
- Improved health and well being
- Improved housing and the environment

1.2 Aims and Objectives

1.2.1 Implementation of a repairs and works service will be through the Property Maintenance and Small Works Partnership Agreement providing a framework within which the parties can implement a maintenance and repairs service and place orders for works.

1.2.2 The Property Maintenance and Small Works Partnership aims to:

- Deliver the maintenance and works service to the specification, budget, timetable and standards of quality agreed within the framework of the Partnership Agreement
- Carry out works up to a value of £25,000, subject to all reporting and approval mechanisms required by Dundee City Council and individual departments.
- Secure the most cost-effective and efficient use of resources to maximise the benefit to the Council, client departments and end users and demonstrate that Best Value is being achieved.
- Support the strategic objectives which form an integral part of Dundee City Council's corporate plan.

1.2.3 The operation of the Partnership Agreement and the actions of the Partnership Review Group and all the Partners will at all times be determined by the policies of Dundee City Council. The Partnership Agreement will also link with current policies and procedures operated by the client departments. Changes to the Partnership Agreement can only be made by the Policy and Resources Committee or the Dundee Contract Services Committee.

1.2.4 The Partnership will be between Dundee City Council, all Council departments who place orders or commission work through the Partnership Agreement (the Clients), Dundee Contract Services (the Contractor) and the Finance Department to run for five years, subject to annual review, commencing on 1st April 2005 until 31st March 2010.

1.3 Parties to the Partnership

1.3.1 The Parties within the Partnership are as follows:

Partners

Employer	Dundee City Council
Clients	All Council departments who place orders or commission work through the Partnership Agreement
Contractor	Dundee Contract Services
Finance	Depute Chief Executive (Finance)

1.4 Legal Requirements

1.4.1 The policies and practices adopted throughout the Partnership Agreement must meet all legal requirements, as defined in the relevant legislation currently and any amending or superseding Regulations. These include:

- Building (Safety Health & Welfare) Regulations 1948
- Health and Safety at Work Act
- Local Government in Scotland Act 2003
- COSHH Regulations
- Control of Asbestos at Work Regulations 2002
- Construction (Design and Management) Regulations (CDM)
- IEE Regulations
- Gas Safety Regulations

1.5 Partnership Management Structure

1.5.1 The Partnership is committed to the principles of equality and opportunity. It will establish appropriate means to ensure maximum involvement, participation and partnership with clients, contractor and end users, and aim to ensure that all are afforded the opportunity to influence the policies, priorities and practice in equality of opportunity.

1.5.2 The structure will meet the aims and objectives of the Partnership Agreement and demonstrate partnership working at key officer level, be simple and delivers a high quality service, which meets service users expectations and deliver more repairs and works per the available budget while being cost effective.

1.5.3 The structure will allow a closer relationship between the personnel recording repairs and the operatives carrying out the repairs, leading to improved teamwork and a more effective service. This will allow for control of the repair from reporting through to completion, and establish a feedback route on quality issues.

1.5.4 At **operational** level the Partnership will be administered directly by the client who placed the order or commissioned the work and the contractor who will jointly use their best endeavours to comply with the requirements of the Partnership Agreement and resolve any disputes. Any matter which the client and contractor require guidance should be referred to the Partnership Review Group. Staff involved in the operation of the Partnership will act

within their existing powers and will each bring to the Partnership only the authority which their own post or position gives them.

1.5.5 At **strategic** level there will be a Partnership Review Group comprised of major stakeholders in the repairs process.

1.6 Partnership Review Group

1.6.1 The Partnership Review Group will be established to determine if the aims and objectives set out in the Partnership Agreement and the requirements of Best Value are being met and to make appropriate recommendations to the Policy and Resources Committee including submission of an annual report.

1.6.2 The Partnership Review Group will comprise representatives from the major client departments, Dundee Contract Services and the Finance Department.

1.6.3 It will bring together stakeholders in the process with the authority and expertise to monitor the Service, including emergency situations, who will act within their existing powers and will each bring to the partnership only the authority which their own post or position gives them. The Group will provide feedback, information, advice and recommendations to the Policy and Resources Committee and Dundee Contract Services Committee as required.

1.6.4 The Group will monitor the service by means of written reports submitted indicating the financial status of budgets, progress and quality of works done, and periodic reports on performance and other items which could include deficiencies in materials supplies, health and safety, training etc. They will continually review the service and operational procedures and recommend changes required for improvement of the operation of the service. The Group can also make recommendations to the Policy and Resources Committee and Dundee Contract Services Committee to change the terms of the Partnership Agreement

1.6.5 The Partnership Review Group will meet as required but not less than quarterly. It will receive regular reports, normally in writing but these can be supplemented by oral reporting and call for technical or specialist assistance as required. This will assist in monitoring the performance against agreed objectives, standards, targets and budgets as laid down in the Partnership Agreement and setting of priorities for improvement.

1.6.6 Membership of the Partnership Review Group (and number of representatives)

Clients (1 per client)	Director of Economic Development (or nominee) Director of Education (or nominee) Director of Leisure and Arts (or nominee) Director of Social Work (or nominee) Director (or nominee) of other client departments by request or invitation, subject to the agreement of the current Partnership Review Group
Contractor (1)	Director of Dundee Contract Services (or nominee)
Finance (1)	Depute Chief Executive (Finance) (or nominee)
Observers	Technical or Specialist individuals or bodies as required by the Group. Others at the specific invitation of the Group

The chair will be taken by one of the members and rotated annually.

1.7 Price Basis

1.7.1 Recharging for the Service will be on a 'cost plus' basis to reflect the actual costs incurred for labour, materials and plant with the addition of overheads and incorporate sufficient allowance to meet financial objectives and finance replacement vehicles, plant and equipment for the service. The Depute Chief Executive (Finance) will set the prices and adjustments to apply to ensure that the legislative requirements of the Local Government (Scotland) Act 2003 are met. More details are contained within Section 5 - Finance

1.7.2 The accounting arrangements will enable the finances of the partnership to be transparent to all parties.

1.8 Conflict Resolution

1.8.1 The Partnership commit themselves to the joint resolution of issues in a co-operative and timeous manner. Issues not resolved at operational level will be referred to the Partnership Review Group for mediation and resolution. If not resolved, the Partnership Review Group may refer the matter to the Chief Executive.

1.8.2 The Group will be able to call on the services of external parties to assist with legal, operational or procedural issues as required.

1.8.3 Any conflicts not resolved after consideration by the Partnership Review Group shall be referred to the Chief Executive whose decision shall be binding on all parties.

2 OUTPUTS

The outputs which the partnership requires are:

2.1 Communication

2.1.1 There will be efficient communication involving end users reporting repairs or ordering works, the contractor, client departments and technical departments personnel to enable the process from repairs reporting and works ordering through to completion to proceed efficiently.

2.1.2 Clients will be offered clear information about what will happen and when, and contact information to check progress.

2.1.3 The personnel in contact with clients will have sufficient knowledge of the service and its processes to engage meaningfully on the matters clients raise.

2.1.4 Repairs and works progress will be followed to ensure problems with delivery are identified and dealt with.

2.1.5 Clients will have ready access to information describing how the service works, how to use it and who to contact.

2.2 Repairs Ordering, Diagnosis and Prioritisation

2.2.1 Personnel receiving repairs requests will order the appropriate repair, where the diagnosis is clear from the client's report. In all other cases, an inspection will be made to provide a diagnosis allowing the correct repair to be ordered first time.

2.2.2 At the point of ordering the repair, it will be prioritised according to the following system of categorisation:

A Outwith Normal Working Hours Emergency (including overnight)

B Same Day Emergency

C 5 Working Day Repair

D 10-Day Repair

E 15-Day Repair

Special Education Work Order (target date C, D or E)

Planned Maintenance or Small Works Order (specific times scale to be given)

2.2.3 Definitions of categorisation:

A Outwith Normal Working Hours Emergency (including overnight)

Works requested outwith hours to fix, make safe, secure or for damage limitation or maintain essential services. Respond within one hour, agree course of action with the Duty Holder/Building Manager and fix within 24 hours where possible.

B Same Day Emergency

Works requested to fix, make safe, secure or for damage limitation or maintain essential services. Respond within one hour, agree course of action with the Duty Holder/Building Manager and fix within 24 hours where possible.

C 5 Working Day Repair

Works of an urgent nature required to fix or replace defective fabric, structure, services or fixtures.

D 10-Day Repair

Similar to 5 day but of a less urgent nature or it has been envisaged that supply of material may take longer than 5 days.

E 15-Day Repair

Similar to 10 day but non urgent or may require greater lead in time for material resourcing etc.

NB - This would be the maximum time limit but instructing officers can request in text preferred shorter timescales which should not affect the target date monitoring.

Special Education Work Order

Any of the above target dates C, D or E should apply. This is normally used where funding sources are outwith repairs and maintenance budget.

Planned Maintenance or Small Works Order (specific times scale to be given)

Generally has longer lead in and/or greater value. Target dates should be given by initiating officer.

Notes:

In Categories **C, D and E**, the 5, 10 and 15 day targets are the maximum time limit but instructing officers can request, within the description of the order, preferred shorter timescales which should not affect the target date monitoring.

It is considered necessary to have flexibility in the target dates - a facility will be required for the initiating officer to extend the target date after receiving feedback from the contractor if there are likely to be delays due to resource/access issues. This will allow performance monitoring of target dates to be more accurate.

2.3 Carrying Out Repairs

2.3.1 For emergency repairs, access will be sought within 1 hour of reporting and works carried out to make safe and secure within 24 hours.

2.3.2 When a part has to be ordered and delivered before effecting a repair, clients will be advised and a revised completion date agreed.

2.3.3 Repairs will be carried out in accordance with the policy, categorisation and access arrangements determined within the Partnership Agreement.

2.3.4 Progress with repairs will be tracked to identify any repair not being completed satisfactorily within target time.

2.3.5 Tradesmen attending to carry out repairs will give clients an estimate of how long the repair will take.

2.3.6 When the repair required is different from that ordered, either the appropriate repair will be carried out starting at that tradesman's visit, or arrangements are made with the client to have the correct repair carried out as soon as possible.

2.3.7 When a repair or work is commenced but cannot be completed, the contractor will advise the client of an expected time for return to complete operations.

2.4 Works Ordering

2.4.1 Works may be ordered by the client direct or through one of the technical departments such as the City Engineer or the City Architectural Services Officer and the order will include a budget figure and, where appropriate, may be accompanied by design details which can include drawings, specifications, a programme of works, Health and Safety Plan and/or other documentation.

2.4.2 The contractor should examine the details provided and contact the client or technical department as soon as possible where any issues are identified which would prevent compliance with the order.

2.4.3 Where committee approval is required or technical departments are involved or the client specifically requests, a Target Cost is to be agreed between the client or technical department and the contractor to be used as a monitor of the cost and progress of the works.

2.5 Pricing and Budget Control

2.5.1 The level of resources needed for repairs and works will be kept under review. Clients budgets will be prepared and reviewed to reconcile the need and available resources. The repairs and works service will be delivered within the available resources.

2.6 Quality

2.6.1 The Partnership is committed to providing quality services, delivered fairly, courteously and responsively by well-informed employees who take pride in what they do. It accepts that people who use the service have the right to be treated with respect and dignity and will always do their best to meet needs and expectations

2.6.2 All materials used for repairs and works will be sufficiently durable to ensure they are cost-effective in the long term. A good standard of workmanship will be applied to all repairs and works.

2.6.3 Performance measurement and assessments of client satisfaction and dissatisfaction will be used to identify and strive for continuous improvement in the service.

2.6.4 Actual performance will be measured to ensure that repairs and works are carried out to a good standard of workmanship and materials and that aspects of the service which most matter to clients work to their satisfaction. Trends in satisfaction will be identified and reported.

2.6.5 Clients will have direct access to the contractor to resolve disputes at operational level with unresolved disputes being passed to the Partnership Review Group and ultimately the Chief Executive. Trends in dissatisfaction will be identified and reported.

2.7 Completion

2.7.1 The contractor will certify when repairs or work is complete and that it has been carried out in accordance with relevant regulations.

2.8 Phasing of Outputs

The parties to the Property Maintenance and Small Works Partnership recognise that not all the stated Outputs would be achieved at the start of the Partnership and accept that some will require to be phased in. The Partnership Review Group will monitor the Outputs and ensure they are all introduced as early as possible

3 ROLES AND RESPONSIBILITIES

3.1 Main roles and responsibilities of each of the parties.

The main roles and responsibilities of Clients, Dundee Contract Services and Finance are marked in the tables with a tick (4). More than one tick for a task indicates joint responsibility.

3.1.1 General Tasks:		Client	DCS	Finance
.1	Always represented at meetings of the Partnership Review Group.	4	4	4
.2	Employees involved in the service are aware of the contribution they will make to the Partnership and that they are appropriately trained, qualified or experienced to fulfil their roles.	4	4	4

3.1.2 Finance Tasks:		Clients	DCS	Finance
.1	Openness and transparency in financial reporting to the Partnership Review Group.			4
.2	Hourly rates are set for charging against a budget set by Dundee City Council.			4
.3	Hourly rates are reviewed and amended regularly and no less than annually.			4
.4	Budgets are prepared and reviewed to reconcile the need and available resources, and that the service is delivered within those resources.	4		4
.5	Effective systems are established to monitor and review spend.	4	4	4

3.1.3 Communication Tasks:		Client	DCS	Finance
.1	Good communication between clients and contractor's employees (including tradesmen) and end users.	4	4	
.2	Easily accessible information is available about the service and how it works, how to use it and who to contact.	4	4	
.3	A standard of customer care to govern the contact between clients, contractor and end users is adopted and the steps necessary to ensure its effective implementation are taken.	4	4	
.4	An effective system for handling and resolving complaints is in operation. . (continued.....)	4	4	4

3.1.4 Reporting Tasks: (.....continued)		Clients	DCS	Finance
.1	Clients are allowed the opportunity to check on progress.		4	
.2	A unique reference number is issued for all repair and work requests as an aid to tracking progress and to confirm that a request has been accepted and recorded.		4	
.3	Information systems are developed and implemented which will allow clients to be given clear information about all aspects of the repair or works ordered and the timetable for completion at the time of reporting and any subsequent amendments	4	4	

3.1.5 Ordering etc. Tasks:		Clients	DCS	Finance
.1	Accurate diagnosis and categorisation of repairs, including where necessary by means of pre-inspection.	4	4	
.2	Assistance is provided to the clients in the accurate diagnosis and categorisation of repairs, including where necessary by means of pre-inspection.		4	

3.1.6 Implementation Tasks:		Clients	DCS	Finance
.1	Information systems are developed which will allow exception reporting identifying repairs and works which are overdue and recurring problems.		4	
.2	Repair requests are accepted outside normal working hours and that those which are not emergency repairs are scheduled for completion as other categories		4	
.3	Any performance targets set by the Partnership Review Group are met within the constraints of the available budget.		4	
.4	Repairs and maintenance operations necessary for the effective upkeep of City Council property are carried out.		4	
.5	Level of resources necessary for responsive repairs is reviewed and adjusted.		4	
.6	The correct repairs are carried out to the client's satisfaction at the time of the first visit and that tradesmen are given the facility to seek authority to complete repairs associated with the instructed repair and necessary to meet the client's requirements.		4	
.7	Effective systems of non-conformance reporting are established, sufficient to identify failures in materials, workmanship or systems and that effective corrective action is taken to prevent their recurrence.	4	4	

3.1.7 Quality Tasks:		Clients	DCS	Finance
.1	A level of post-completion inspection is established, sufficient to assure all stakeholders of the quality of the service and that the requirements of the Partnership Agreement have been met.	4	4	
.2	A level of post-completion inspection is established, sufficient to assure all stakeholders of the standards of workmanship delivered by tradesmen.		4	

3.1.8 Measurement Tasks:		Clients	DCS	Finance
.1	Information systems which will allow a comprehensive analysis of repairs and works for each property are developed and implemented.	4	4	4
.2	Effective performance measurement systems are developed and implemented for those measures set out in Section 4 of this Agreement (or as subsequently amended) and that those systems produce reliable and dependable results which are reported to the Partnership Review Group.	4	4	4
.3	Clients' and other stakeholders' perceptions of the service are measured, including their satisfaction or dissatisfaction with aspects of the service and that every effort is made to improve the outcomes.	4	4	4

4 PERFORMANCE MEASUREMENT

4.1 Generally

4.1.1 The main purposes of performance measurement are:

- To enable the partners delivering the service to know how well they do it
- To enable service users to know how good a service they receive, and
- To identify where service weaknesses and/or failures exist from which to direct efforts towards continuous improvement,

with regard to the performance required by the Outputs in Section 2 of this Agreement, and overall, to make value for money judgements about the service.

4.1.2 The Partnership Review Group will identify and consider those measures which, taken together, will serve those purposes.

4.1.3 Reliably good performance is required in relation to quality, getting it right first time, access, time taken to complete, correct categorisation of repairs, and good and courteous communications.

4.1.4 Various means will be used to gather reliable information about the service.

4.1.5 IT systems required will be designed to extract information about performance.

4.1.6 Post repair and work inspections will be carried out:

- To confirm the correct repair or works was carried out
- To check correct categorisation of repairs or works
- To ensure correspondence between repair and works done and that paid for, and
- To ensure the quality of materials and workmanship.

Sampling will be biased towards the more expensive repairs and works and where experience shows it is most needed.

4.1.7 Costs will be fully analysed. Occasional targeted investigations may also be required.

4.1.8 Information will be readily available to the main service delivery personnel, to assist them gauge their performance. Capacity is required to co-ordinate and present performance information to the Partnership Review Group. This will involve personnel not directly in the service delivery line, to help ensure reliability of the information reported.

4.2 Performance Measures

The following basic set of measures will be established but may be amended by the Partnership Review Group from time to time:

4.2.1 Clients perceptions of the quality of the service with regard to:

- .1 Communication between the parties
- .2 Clarity and comprehensiveness of information offered about repairs and works
- .3 The way problems are resolved
- .4 Access to information about the service, how to use it and who to contact
- .5 Calls made out of hours were dealt with effectively
- .6 Clarity and comprehensiveness of information offered about any delays
- .7 Repairs and works carried out were as requested and appropriate
- .8 Categorisation of the repairs was appropriate to clients needs
- .9 Repairs and works were carried out in accordance with the agreed arrangements

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- .10 Clients were given an estimate of how long the repair would take
 - .11 Customer Care standards were adhered to by employees
 - .12 Whether materials and workmanship are of a good standard
- 4.2.2 Analysis of clients complaints which could include:
- .1 Proportion of repairs and works resulting in complaints
 - .2 The nature of the complaints received
 - .3 Trends in dissatisfaction
- 4.2.3 Details of service delivery failures including identifying instances of:
- .1 Failure of materials
 - .2 Failure of workmanship
 - .3 Incorrect diagnosis and ordering
 - .4 Variations between repairs and works ordered and carried out
 - .5 Delays in the completion of any stage of the works
 - .6 Additional trades required
 - .7 Follow-up works required
 - .8 Non-availability of materials (stock-outs) and requirement to order materials
 - .9 Delays in acquiring materials
 - .10 Any requirement to revisit repairs and works
- 4.2.4 Details of repairs logged by category including
- .1 Repair category used
 - .2 Inspection was required
 - .3 Repair was completed within the target time
 - .4 The number of days taken to complete the repair
 - .5 The number of visits taken to complete the repair
- 4.2.5 Details of forecast and actual expenditure and resource usage including
- .1 The estimated cost
 - .2 The actual cost
 - .3 The forecast time to complete
 - .4 The actual time taken to complete, and
 - .5 Trends in these things.

5 FINANCE

5.1 Revenue Monitoring

Detailed monitoring reports will be prepared and presented to the Partnership Review Group on a quarterly basis.

The format of the monitoring reports will include actual spend to date and projected outturn with the format of each being agreed by the Partnership Review Group.

5.2 Basis for Calculating Value of Works

The cost of labour will be valued by applying the appropriate hourly rate calculated in accordance with the conditions set out in the Labour Rates Section to the time spent by operatives directly engaged on the service. Direct time will be allocated by operatives in increments of fifteen minutes.

All other direct expenditure incurred by the contractor shall be valued and charged as per the conditions detailed in the Direct Material Expenditure, Specialist Contractors and Specialist Plant Sections.

Small Works up to a value of £25,000 will be priced on a valuation basis. Lift maintenance will be charged per service. Valuations and service charges will be calculated using labour rates, material and plant charges ascertained in accordance with the Financial Sections of the Partnership Agreement.

5.2.1 Labour Rates

Labour rates will be determined on a trade and or category basis in units of one hour. Estimated time spent by operatives engaged on direct operational work as defined by the Partnership Agreement will be used as the basis for calculating the hourly rates. The number of rates calculated and used will be dependent on the need for management information to monitor and control expenditure.

The hourly rates will be deemed to include the following elements attributable to the provision of the service:-

- all direct wages
- all indirect wages
- an allowance for the provision of vehicles and small plant
- an allowance to cover all overhead costs including reinvestment requirements.
- all other expenses, financial objectives, obligations and liabilities.

The hourly rates will be subject to continued monitoring and review to ensure the financial objectives of the contractor are being achieved.

5.2.2 Direct Material Expenditure

All direct material and goods obtained from suppliers or manufacturers will be charged to the appropriate repair budget via the unique job reference at invoice price after deductions of all trade discounts excluding cash discounts for prompt payment. It will include any cost of delivery to site.

The cost of materials and goods supplied from the Contractor's Stock will be based upon the current market prices (average stock price) plus any appropriate handling charges.

Any Value Added Tax, which is treated or is capable of being treated, as input tax by the Contractor is excluded.

5.2.3 Specialist Contractors

Where the contractor has to engage the services of a specialist contractor the costs incurred will be recovered at invoice price including any retention monies but excluding any prompt payment discounts, which may be offered.

5.2.4 Specialist Plant

Where the contractor has to arrange for the hire of specialist plant to undertake certain repairs, (sky lift Simon towers etc.) these hire charges will be recharged to the partnership at external hire rate including any minimum hire charges.

5.3 Payments to Contractor

Repairs and maintenance work will be valued and billed electronically on a weekly basis for completed works only with appropriate financial ledgers and systems being updated automatically. Incomplete works will also be valued but not billed and held in a work in progress file awaiting completion dates. Payments to contractor will be made by cashbook transfer on a regular basis based on the electronic billing as adjusted for any agreed debits or credits.

Small Works up to a value of £25,000 will be calculated manually and payments made to the contractor by cash book transfer using interim and final valuation certificates prepared by the City Engineer or City Architectural Services Officer.

5.4 Insurance Considerations

Both Clients and Contractor are protected by the self-insured and insurance cover held by the Employer. In this regard, each party is held as though they were a separate insured and thereby able to rely on the insurance cover held by the Employer in their respective roles under this Partnership.

5.5 Insurance Claims Procedure

The following causes of damage are covered by these arrangements:

- Fire, Lightning, Explosion, Aircraft
- Storm, Tempest, Flood, Burst Pipes
- Impact to buildings

Where damage with an estimated reinstatement cost of less than £10,000 is suffered, order to repair may be given directly by the Client, or his agent, to the Contractor.

The Client must report the occurrence of damage to the Depute Chief Executive (Finance) as soon as practicable and in no instance later than 14 days afterwards.

Once the Client is satisfied the work has been completed to their satisfaction it should be billed to the Insurance financial ledger code.

Where damage with an estimated reinstatement cost of more than £10,000 is anticipated the Client must notify the Risk Management Section of the Finance Department immediately.

The Risk Management Section will thereafter appoint Messrs McLarens (Loss Adjusters) to assist with the reinstatement of the property.

Once the loss over £10,000 has been adjusted, expenditure towards reinstatement will be paid on interim and final valuation certificates prepared by the City Engineer or City Architectural Services Officer.

6 OPERATIONAL

6.1 Obligations and Restrictions Imposed by the Clients

6.1.1 Although the exact nature of the extent of the obligations and restriction cannot be given for all circumstances, examples may include any or all of the following when carrying out repairs or works:

- Restricted access to sites and limitations in respect of loading and unloading vehicles, storage of materials, location of spoil heaps, parking and movement around the site
- Taking all special care required in relation to safety, avoidance of disturbance and nuisance when working within occupied property.
- Providing the necessary resources to complete within the agreed time
- Ensuring the clients operational service is maintained at all times where reasonably practicable.
- Providing all necessary equipment, fuel and attendance for drying and controlling the humidity of the building when required
- Reinstatement of the site on completion
- Reporting, signing in/out etc in accordance with the Clients procedure

6.1.2 Due to the nature of some premises and their occupants or users, the Contractor may be restricted in his operations and may encounter challenging behaviour.

6.2 Contractors Staff

6.2.1 Clients are concerned that staff employed by the Contractor are suitable to be employed on sites where there are likely to come into contact with persons under the age of 18 or other persons who may for any reason be considered vulnerable by the Client.

6.2.2 The Contractor shall keep Clients fully informed about industrial relations and give the maximum possible advance warning of prospective industrial action by his staff or by his suppliers of goods and services.

6.2.3 While on site, the Contractor shall ensure that his staff do not attend work under the influence of alcohol and/or illegal substances and do not consume or have in their possession alcohol and/or illegal substances. Any of the Contractors staff reasonably suspected of infringing these conditions will be refused entry to the site.

6.2.4 Contractors staff: are strictly forbidden from bringing on to site any unauthorised persons or animals; shall not authorise removal or receive any material, furniture, equipment and/or product or stationery belonging to the Client; shall not read, copy or remove any file, correspondence, photograph, literature or other documents; shall not use any computer equipment, either hardware or software, under any circumstances; must observe a normal standard of discipline and avoid aggressive behaviour or choice of language that could cause distress to others.

6.3 Security

6.3.1 Adequately safeguard the site, the works, products, materials, plant, and any existing buildings affected by the works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property.

6.4 Occupancy of Properties

6.4.1 The properties will generally remain occupied and operational during the period of the work. The Contractor must carry out the work without undue inconvenience or nuisance and without danger to the occupants and users.

6.4.2 The Contractor shall be responsible for protecting the floor coverings, furnishings, etc. and for carefully lifting, laying aside and afterwards replacing such floor coverings, furnishings, etc. as necessary to facilitate the progress of the work.

6.4.3 Dust sheets shall be provided by the Contractor to protect the furnishings during the course of the working day. Successive covering and uncovering of the furniture must be allowed for by the Contractor. Any flooring lifted in the course of the works must be re-laid at the end of each working day or suitable temporary flooring laid to ensure that the occupant has a sound floor area.

6.4.4 Essential services of hot and cold water, gas, electricity, cooking, washing and toilet facilities must be maintained as far as possible and where any of these facilities are to be cut off for more than a few hours alternative arrangements must be made by the Contractor and agreed with the Client.

6.4.5 The programming and execution of the work in any order, sections or phases will generally be at the discretion of the Contractor with reference to the priority rating of the work but where the extent of the work in any location is extensive such programming must be agreed with the Client.

6.5 Requirements To Avoid An Outbreak Of Fire

6.5.1 The Contractor must allow for any special requirements necessary to avoid an outbreak of fire and shall operate a system of “Hot Work Permits” in accordance with the guidelines in the Health and Safety Executive publication “Fire Safety – An Employer’s Guide”.

6.5.2 A permit authorising hot work must be issued prior to commencing any works or using any equipment involving naked flames, sparking or work producing dust where a danger of ignition exists.

When such a permit has been issued the Contractor must ensure that any equipment used during the hot working process is only operated for the minimum time possible.

The Contractor shall in addition take the following precautions in respect of the use of blow lamps, blow torches, welding equipment, cutting equipment, vessels for heating bitumen and all other similar equipment.

- .1 All property in the vicinity of the equipment (including whenever practicable the area on the other side of any wall, floor or ceiling) shall be examined to ensure that no combustible material is in danger of ignition either directly or by conducted heat. Any combustible material found to be in danger of ignition shall if possible be removed to a safe distance and returned after operations are completed. If it is not practicable to remove the combustible materials they shall be adequately protected by non combustible material.
- .2 Heat equipment shall not be left unattended while in operation.
- .3 Suitable fire extinguisher of at least 2 gallons or equivalent capacity shall be provided by the Contractor and be kept readily available for use at each location where hot work is taking place.
- .4 The area in which work has taken place (including wherever practicable the area on the other side of the wall, floor or ceiling) shall be thoroughly examined for signs of burning.
 - .1 at regular intervals during the work

- .2 within 30 minutes of work involving the application of heat ceasing
- .3 1 hour after work involving the application of heat ceasing
- or
- .4 at the end of each working period before the Contractor leaves the site, whichever comes later.

6.5.3 The Contractor must also ensure that no accumulation of inflammable debris is permitted to occur on the site and where inflammable liquids or gases are required for the execution of the work they are to be brought to the site only in sufficient quantities to serve one working day period at a time.

6.6 Health and Safety at Work Act 1974

6.6.1 Section 2(3) of the Health and Safety at Work Act requires all employers, with the exception of those with less than five employees, to prepare and bring to the notice of their employees a written statement of their general policy with respect to their health and safety at work, together with details of their responsibilities to (a) representatives of the client who are required to visit the area of operation as part of the contractual conditions and (b) to other than their employees when engaged in contractual work in premises not under their control.

6.6.2 In order to comply with the Factories Act 1961, the Contractor must notify his local Health and Safety Office of his intention to start work by completing Form F10 which is available from the Health and Safety Executive.

6.7 Safe Working Practices

6.7.1 Comply with the provisions of Dundee City Council's "SAFE WORKING PRACTICES FOR CONTRACTORS – DECEMBER 2000 EDITION" (or any later editions issued during the currency of the Partnership Agreement)

6.8 CDM Regulations 1994

6.8.1 The Contractor will become the "Principal Contractor" in terms of, and shall comply with, the provisions of the Construction (Design and Management) Regulations 1994.

6.8.2 Where Health and Safety documentation is issued with an order for works, the contractor will develop the Health and Safety Plan by incorporating such rules for the management of the construction work as are reasonably required for the purposes of health and safety and deliver it to the Planning Supervisor within 14 days of receiving such a request.

6.9 Access for Safety Health and Welfare Officer

6.9.1 The Contractor must provide unhindered access to the works for the City Council's appointed Safety, Health and Welfare Officer.

6.10 Explosives

6.10.1 Explosives shall not be used on the site for any reason.

6.11 Chlorofluorocarbons (CFCs)

6.11.1 The Contractor will not be permitted to use products which contain Chlorofluorocarbons (CFCs) and only aerosols which are classed as "Ozone Friendly" will be acceptable.

6.11.2 In exceptional circumstances when the Contractor finds it impossible to obtain a product which does not contain CFCs, and which is necessary for the carrying out of the contract, the Contractor must take all possible measures to minimise the effects that these gases may have on the environment.

6.11.3 The Contractor will allow access to the site for the Head of Environmental Health and Trading Standards or his representative, as and when required, in order that they can verify compliance with this condition.

6.12 Rubbish and Materials

6.12.1 Remove rubbish, debris, surplus material and spoil regularly and keep the site and works clean and tidy. At the end of each working day, where properties are occupied, remove all rubbish, debris, dust, unfixed materials and dust sheets etc off site or to Contractor's lock-up store, and leave the property, site and work clean and tidy.

6.13 Asbestos

6.13 Both the Contractor and the Client must comply with the requirements of the Control of Asbestos at Work Regulations 2002 and Dundee City Council's approved policy and procedures on asbestos. Clients will make available any information relating to asbestos in the properties which repairs or works have to be undertaken and the Contractor must initiate and operate procedures for instances where there is no asbestos register on site and when asbestos or the suspicion of asbestos is encountered.

6.14 Waste Management

6.14.1 The Contractor must ensure that construction waste is segregated and recycled and that landfill is kept to a minimum. This segregation can be carried out on or off site.

- .1 If the Contractor uses a preferred waste management contractor from the following list then the Contractor should use FORM F535 (All) (available from the City Architectural Services Officer) to record waste information:-

Delson Contracts Ltd., Forfar
D J Laing Contracts Ltd., Carnoustie
Dundee City Council, Waste Management
Geddes Group, Arbroath
Ramsay Skip Hire, Dundee

This list may be amended during the currency of the Partnership Agreement

- .2 Where waste is not removed by one of the said preferred waste management contractors then the Contractor must maintain clear records of the volumes of waste removed and also details as the ultimate destination of such waste e.g., percentage recycled, percentage to landfill. These records, along with supporting documentary evidence, must be provided each month.

6.14.2 The Contractor must ensure that fluorescent tubes are disposed of in a responsible manner by recycling via the "Bulbeater" facility at Marchbanks Depot (or approved equivalent).

6.15 Protection of Work in All Sections

6.15.1 Adequately protect all types of work and all parts of the work, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

6.16 Maintenance of Public and Private Services

6.16.1 Establish the position of, protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables, etc., during the execution of the Works. Where it is necessary to interrupt any such mains or services for the purpose of making either temporary or permanent connections thereto or disconnections there from, prior written permission shall be obtained from the Client and, where appropriate, from the Local Authority or public undertaking and the duration of any interruption kept to a minimum.

6.17 Existing Work

6.17.1 Prevent damage to existing property undergoing alteration or extension where practicable and make good to match existing any defects so caused. Cut away and strip out the minimum necessary and with care to reduce the amount of making good to a minimum. Preserve the existing decoration as far as is practical.

6.18 Keeping the Building Weatherproof

6.18.1 The Contractor must ensure that the existing buildings are kept weatherproof during the progress of the work.

6.19 Existing Furniture & Fittings

6.19.1 Prevent damage to any furniture, fittings or apparatus left in the existing property. Move as necessary to enable the work to be executed, cover and protect as necessary and replace in original positions.

6.20 Adjoining Property

6.20.1 Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if requiring to erect scaffolding on or otherwise use adjoining property, and pay all charges. Clear away and make good on completion or when directed.

6.21 Access to the Site

6.21.1 Access to the site is restricted to those areas of the building and the surrounding area required to actually carry our repairs and work and for gaining access to those areas.

6.22 Scaffolding Contractors

6.22.1 The Contractor shall ensure that only trained operatives are permitted to erect scaffolding on any site relevant to a Dundee City Council Contract. The Contractor shall ensure that the operatives are Registered with the Construction Industry Training Board (CITB) and classified as either Trainee, Basic or Advanced Scaffolders and hold the appropriate record of this training. In certain cases an equal and approved training will be considered acceptable by the Council if the Contractor can satisfactorily substantiate the extent of this training. The Contractor shall ensure that all scaffolding Sub-Contractors used, on any site relevant to Dundee City Council contracts, have the appropriate skill and training as detailed above.

6.22.2 The Contractor should note the guidance issued by the National Access and Scaffolding Confederation (NASC) S94:00 entitled "The Use of Fall Arrest Equipment Whilst Erecting, Altering and Dismantling Scaffolding".

7 CLIENT REQUIREMENTS/CONTRACTOR PROTOCOLS

7.1 General

7.1.1 The Contractors Protocol sets out the requirements of client departments to regulate the actions of the contractor when working in their properties. There are two variants of the Protocol –

- | | |
|-----------------|--|
| Standard | (which applies to most properties and most situations) |
| Special | (additional special requirements on specific types properties) |

7.1.2 Clients use a variety of terms when describing the person responsible for building and to avoid confusion, the term **Building Manager** has been adopted in this Agreement including the Protocol. It is defined as :

*The **Building Manager** is the person who has the responsibility to assess and manage the risks to all persons using the property and the equipment within it.*

This applies to the person which individual clients may refer to as Duty Holder, Person-in-Charge, Responsible Person, Property Officer, Facilities Manager or any other job title whose function is covered by the definition. In practice this role may be undertaken by or split between more than one person.

7.1.3 Notwithstanding the detail of the Protocol, there will be instances where the Building Manager will have additional specific requirements or restrictions which may apply from time to time and the contractor will have to abide by these. The spirit of the Partnership is that clients will limit restrictions on the contractors operation to those strictly necessary and the contractor will be flexible when unavoidable restrictions apply.

7.1.4 The Partnership Review Group can review and amend the Protocols at any time as required.

7.2 Standard Protocol (for normal situations in most properties)

7.2.1 Contractors Protocol

- All contractors are referred to Health and Safety legislation including the Health & Safety at Work Act 1974, Management of Health & Safety at Work Regulations 1999 and the Construction (Design & Management) Regulations, which require that all employers make suitable and sufficient assessments of Health and Safety risks.
- Contractors must ensure their staff take reasonable care for the Health & Safety of himself and of other persons who may be affected by his acts or omissions at work
- Contractors must report to School Office, Reception or the Building Manager on entering or leaving site and must sign in/out.
- Identification Badges must be worn at all times.
- Vehicles must not enter playgrounds or other hardstanding areas while occupied by pupils, staff or the public. Manhole covers to be avoided or confirmed to be of suitable strength to take vehicles or appropriate protection to be provided
- Smoking is prohibited on site.
- Playing radios/cassettes and the like is prohibited on site.

- Use of pupil toilets is prohibited. Staff or public toilets may be available for use with the agreement of the Building Manager
- Contractors must acquaint themselves with the Fire Evacuation Procedure of the site.
- Fire exit doors must be kept clear and accessible at all times.
- Suitable protection must be in place prior to work starting, dust sheets, barriers. etc.
- All Rubbish, downtakings etc. should be removed from site to a lockable skip or removed from site at end of day.
- All areas to be left clean and tidy on completion of works.
- Location of Contractors site accommodation when required must be agreed with the Building Manager
- Contractors must minimise as far as practicable all dust, fumes, noise and vibration.
- Contractors must comply with COSHH Regulations at all times, when working with Hazardous Substances on Council property. Hazardous substances should not be stored in buildings overnight or left accessible to pupils or staff during the works.
- No electrical supply should be disconnected without first consulting the Building Manager
- Kitchen Equipment, computer and other sensitive equipment must be fully covered with polythene and taped to the floor/walls where works activity is likely to create dust.

7.3 Special Protocols (additional special requirements on specific types properties)

7.3.1 Contractors Special Protocol – Residential Units

- Extra care should be taken in all types of residential units when dealing with vulnerable people.

7.3.2 Contractors Special Protocol – Secure/Close Support Units

- There are special access arrangements in this type of property where workmen must have to be accompanied at all times by a member of staff.
- There are lists of Restricted Items, including personal items which must not be taken onto these sites and the Contractor must liaise with and comply with the instructions of the Building Manager.
- Extra vigilant security should be observed when working in this type of property

PARTNERSHIP CHARTER

PROPERTY MAINTENANCE AND SMALL WORKS PARTNERSHIP 2005 - 2010

WE AIM TO WORK TOGETHER TO:

Deliver the service to the agreed specification, budget, timetable and standards of quality in accordance with the Partnership Agreement, support the strategic objectives which form an integral part of Dundee City Council's corporate plan and secure the most cost-effective and efficient use of resources to maximise the benefit to the client departments and demonstrate that Best Value is being achieved, through:

1. Practising teamwork, trust, respect, fair dealing, effective communication and openness between all the members of the Partnership.
2. Facilitating a planned co-ordinated approach to achieve service delivery through open discussion on all issues.
3. Establishing early warning systems, remedial procedures and resolve conflicts in a co-operative and timeous manner.
4. Establishing appropriate monitoring systems and procedures for dealing with points for action which may arise.
5. Providing all necessary skills and training to deliver the service.
6. Seeking continuous improvement with appropriate research and innovation to support the service.
7. Defining, managing and presenting the service with a responsible attitude towards the environment, the local neighbourhood and the health and safety of all.
8. Meeting the programme workload targets in the most cost-effective manner ensuring a reasonable return on resources for all partners.
9. Monitoring and reviewing performance, provide feedback to all parties and striving for continuous improvement.
10. Achieving partner satisfaction and to enjoy participating in the whole process.

Partnership Members

Dundee City Council

Alex Stephen Chief Executive

Partnership Review Group Members and Client Partners

David Dorward Depute Chief Executive (Finance)

Bob Jackson Director of Dundee Contract Services

Doug Grimmond Director of Economic Development

Anne Wilson Director of Education

Steve Grimmond	Director of Leisure and Arts	.....
		...
Alan Baird	Director of Social Work	.....
		...

PARTNERSHIP CHARTER

PROPERTY MAINTENANCE AND SMALL WORKS PARTNERSHIP 2005 - 2010

Client Partners

Patricia McIlquham	Depute Chief Executive (Support Services)	.....
		...
Chris Ward	Assistant Chief Executive (Community Planning)	.....
		...
Jim Petrie	Assistant Chief Executive (Management))	.....
		...
Elaine Zwirelin	Director of Housing	.....
		...
Mike Galloway	Director of Planning and Transportation	.....
		...
Stewart Murdoch	Head of Communities	.....
		...
Dave White	Head of Information Technology	.....
		...
Les Roy	Head of Public Relations	.....
		...
Jim Laing	Head of Waste Management	.....
		...
Ken Laing	City Engineer	.....
		...
John Porter	City Architectural Services Officer	.....
		...