



# Preliminaries

Revision	
2017 – v1	Sample Site 13 <sup>th</sup> February 2017
v2	Sample Site 14 <sup>th</sup> February 2017

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## 1 Project Introduction

### 1.1 Project Title and Location

Sample site Cambridgeshire..

### 1.2 The Parties

The names of the parties are:

Employer: South Cambridgeshire District Council  
South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
CB23 6EA

Tel: 03450 450 500

Employers Agent: TBC

Tel: TBC

Principal Contractor: TBC

Principal Designer: Lead designer TBC

Tel: TBC

On entering into Contract the role of Principal Designer will be transferred to the Contractor.

### 1.3 Contract Administration

The Employer will administer the Contract from SCDC's offices in South Cambridgeshire Hall, Cambourne Business Park, Cambourne, CB23 6EA. Contact: Gill Anderton ([gill.anderton@scambs.gov.uk](mailto:gill.anderton@scambs.gov.uk))

### 1.4 Design Consultants

SCDC has commissioned the design work up to planning permission (RIBA Stage 3) to be carried out by the Architect.

The Architect's fee for design services up to planning stage has been paid direct by SCDC and should not be included in the Contractor's tender.

The Contractor is to appoint an Architect to complete the design of the Works and the fee for this service is to be included in the Contract Sum.

The Contractor is to be responsible for the selection and appointment of all consultants needed to complete the design and construction of the Works. These may include but not limited to Structural Engineers, M+E Consultants, and Environmental Consultants.

### 1.5 Preliminary Investigations

The Contractor shall be deemed to have visited and inspected the site, and satisfied himself as to the means of access, the extent and nature of the site and works, the conditions affecting the supply of labour and materials and all matters which may affect the design and construction of the works.

Where investigations and enabling reports have been commissioned by the Employer these are listed in the appendix. Copies of the results of investigations and reports will be issued separately with the tender documents for information only. The Contractor is to satisfy himself as to the accuracy of these investigation and reports. The Employer will not accept any claims for additional time or costs as a result of inaccuracies found with the reports.

The Contractor shall liaise with the Planning Authority and/or any other bodies having statutory interest or control over the development of the site and is deemed to have allowed in his rates and prices for all costs associated with liaison attendance and costs incurred in respect of such matters. No undertaking or guarantee is given by the Employer as to the accuracy of the information given or that the nature of the materials found will be identical or similar to that indicated in these reports.

## **1.6 Description of the Works**

The works comprise the design and construction of 18 Nr new dwellings complete with associated drainage and incoming services, and external works as indicated on the drawings contained within the tender pack.

## **2 Contract & Articles of Agreement**

### **2.1 Form of Contract**

The Form of Contract will be the JCT Design and Build Contract 2016 incorporating all amendments issued by the Joint Contracts Tribunal current at the time of tender.

Special conditions and amendments to the standard form required by the Employer are included in the tender pack.

The Contractor is required to enter into the Contract as a deed.

### **2.2 Collateral Warranties**

The Contractor is to provide collateral warranties from external design consultants in favour of SCDC. Sub-contractor warranties are to be provided using the JCT SCWa/E 2011 (or latest version available at the time of tender) form, and design consultant warranties are to be provided using the Construction Industry Council CIC/ConsWa/D&BE form. Such warranties will normally be limited to design services provided by the Architect and Structural Engineer as well as sub-contractors responsible for the design of the elements listed below where applicable:

- Precast concrete floors
- Mechanical services
- Piling
- Trussed rafters
- Electrical services
- Any other “designing subcontractor/consultant”

Each design consultant and/or sub-contractor is to maintain professional indemnity insurance of not less than £5 million on an each and every claim basis unless otherwise agreed.

### **2.3 Contract Guarantee Bond**

The Contractor will enter into a Performance Guarantee Bond for 10% of the Contract on a non-reducing basis and from a Surety approved by the Employer, e.g. High Street clearing bank or member of Association of British Insurers. In addition, the Surety must be a Company incorporated in England, authorised to enter into and carry out the obligations under the Deed in accordance with English Law. The Bond shall expressly state that the law of England governs the terms and conditions. The address for payment for the Bond and for service of notices to demand the Bond shall be in England. The Performance Guarantee Bond shall remain in force from the date Contracts are signed, up to and including the Date of Completion of Making Good Defects of the works, as notified by the Employers Agent appointed in connection with the Contract. A breach by the Contractor of its obligations under the Building Contract shall be deemed to have been proven by service of a notice upon the Surety by the Employer's Agent to such effect and providing brief details of the breach. The damages to be discharged under the Bond upon breach by the Contractor are to be the gross amounts sustained by the Employer and not subject to deduction or set off by the Surety. The Contractor is to provide the Performance Guarantee Bond in favour of the Employer within 14 days from the date of the Contract. The Contractor shall not submit application for interim payment and no monies shall be payable by the Employer until the Bond is to the Employer's satisfaction. The Performance Bond shall be provided in the form provided in the appendix.

### **2.4 Parent Company Guarantee**

Not required.

### **3 Contractors Design and Construction**

#### **3.1 Design and Construction**

The Contractor is responsible for the design and construction of the whole of the works and is to accept sole responsibility for the design, co-ordination, fabrication, installation, builders work, drawings, design calculations, specifications and other information as appropriate in compliance with the Employers Requirements.

The Contractor will be deemed to have checked and satisfied themselves as to the accuracy and completeness of all documentation provided. No adjustment will be made in any respect for any errors or omissions in documents supplied by SCDC or their representatives.

The Contractor is fully responsible for supervision, including co-ordination and administration of the Works, including subcontracts. Arranging and monitoring a programme with each sub-contractor, supplier, local authority and statutory undertaker and obtain and supply information as necessary for co-ordination of the Work.

The Contractor will make all enquiries, serve all notices, locate, protect, uphold and maintain all existing live mains and services under and/or over the site. Including provision of all necessary temporary supports and diversions.

The Contractor is fully responsible for establishing all levels, etc. and shall make allowance for all consequences arising from the existing site levels in its tender

Where the works require demolition of an existing property the Contractor shall be responsible for the disconnection of all services. All meter readings shall be recorded prior to disconnection. The Contractor shall arrange for an asbestos survey and for safe removal of any asbestos in accordance with the recommendations in the report. The Contractor shall notify the HSE as required. A copy of the Asbestos Management survey will be provided as part of the tender documentation. It is the responsibility of the Contractor to verify the accuracy of the report and the Employer will not accept any claim for additional time or costs associated with any inaccuracies within the report.

Working hours shall be as stipulated within the planning approval. For the purposes of the sample site pricing please assume working hours of 0800 – 1800 Monday to Friday, 0800 – 1300 Saturday and at no time on Sundays or Bank or Public Holidays.

#### **3.2 Site Boundaries**

The Contractor shall agree the site boundary with the Employer and shall show the same on the Contract Drawing. The Contractor shall ascertain the accuracy of the site boundary, and notify the Employer's Agent of any discrepancies and shall be entirely responsible for all boundary treatments and works required under the party wall act 1996 where relevant in accordance with the planning drawings, but not the legal ownership thereof.

Site boundaries shall be secure and protected at all times during the Contract. The Contractor is to allow for providing all necessary hoardings to protect the site along with retaining existing hoarding where provided, including for all necessary making good, alterations, repairs and reinstatement of hoardings, and removal upon completion of the works. Any damage shall be rectified within the same working day and hoardings shall be inspected at the beginning and end of each working day.

Hoarding lighting is to be provided to supplement lighting along footpaths. The Contractor is to undertake a safety audit prior to commencing works on site and shall provide/upgrade lighting repair/provide footpaths as recommended by the Safety Audit.

The hoarding is to be a minimum of 2.4m high, constructed of exterior grade 18mm plywood with glued and painted edges and a white gloss finish OR hard wearing aluminium composite boards and artwork to



the approval of the Employer. The hoarding is to be erected on 100 x 100mm timber posts set in concrete with 3 rails of 100 x 47mm. Top and bottom cover strips are to be attached to the face of the hoarding using 100 x 22mm planed and prepared timber fixed with galvanised nails. Cover strips are to be gloss finished in 2 contrasting Pantone colours.

The hoarding structure shall be contractor designed following advice from a suitably qualified engineer.

Boundaries and hoardings are to be designed to prevent unsafe areas, blind corners and alleys, unlit footpaths and the like. They shall be designed and installed to ensure the safety of residents and pedestrians at all times.

### **3.3 Considerate Constructors Scheme**

The Contractor is to allow for registering the site under the Considerate Constructors Scheme and complying with all scheme requirements. Site inspection reports are to be issued to the Employer for information.

### **3.4 Surveys and Investigations**

The Contractor will be responsible for commissioning any surveys and investigations required to facilitate the proper completion of the works as described in the Employers Requirements. Should investigations reveal ecological or other considerations that require liaison with third parties, the contractor should allow for administering this process.

### **3.5 Ground Conditions**

The Contractor will be responsible for employing a suitably qualified structural engineer to design an appropriate substructure, drainage, external works and highways solution for the site.

The Contractor will be responsible for investigation and testing for contaminated solids, liquids or gases known to be capable of causing harm to human health or welfare.

The Contractor will be responsible for design and construction of measures to eliminate or render negligible the risk to human health or welfare from any contaminants retained on the site and below ground after completion of the works.

The Contractor will be required to provide evidence that design and construction is to the complete satisfaction of the Local Authority Building Control and Environmental Health Departments.

The Contractor must identify within his contract programme, exclusive time periods to allow for all necessary surveys, investigations and research and exclusive time periods to allow for the safe removal and disposal of the asbestos or other hazardous materials. Removal of asbestos is to be by a licenced contractor under controlled conditions. Method statement will need to be prepared in accordance with the CDM Regulations.

The Contractor shall comply with the best environmental practice applicable at the time of carrying out the Works and any environmental policy of the Employer.

The Contractor shall be deemed to have satisfied himself as to all matters affecting the site of the Works including, without limitation, soil and rock strata comprising the site of the Works and no matter arising there from shall give rise to any adjustment of the Contract Sum, or to any extension of time or to any entitlement on the part of the Contractor to loss and expense or to any entitlement on the part of the Contractor to determine his employment under this Contract.

### 3.6 Resident Liaison

The Contractor will be required to nominate a person to take on the role of Local Resident Liaison Officer to deal with any issues raised by the local residents during the course of the Works. The Officer should generally be available on site and should be provided with a mobile phone, the name and number of which will be prominently displayed at the entrance to the site compound.

The Contractor will be required to arrange and chair three consultation meetings (one prior to works commencing on site and two during the construction period) with the neighbouring residents to explain the construction activities scheduled to take place and introduce the team managing the works.

## **4 Obligations and Restrictions**

### **4.1 Safety, Health and Welfare**

The Contractor shall provide all safety, health and welfare facilities for workpeople as required under or by virtue of the Health and Safety at Work Acts or of any Enactments or Regulations, together with any amendments thereto and the working rules of any industry.

Provide protective clothing for the Employer, his representatives or other authorised personnel as necessary.

### **4.2 Insurance**

Prior to works commencing on site copies of all insurances should be provided to the Employers Agent as directed by the Contract.

If any event occurs that may give rise to any claim or proceeding in respect of loss or damage to the works, or injury or damage to persons or property arising out of the works, to give immediate notice in writing to SCDC, The Employers Agent and Insurers.

### **4.3 Noise Control**

The Contractor shall ensure that all measures to control the noise level produced by his operations including the use of plant on site, required under or by virtue of any Enactment or Regulations or by the Working Rules of any Industry are strictly complied with.

Construction works shall not take place other than between the hours permitted by the Local Authority in accordance with the planning conditions.

### **4.4 Safeguarding the works, materials and plant**

The Contractor must fully assess, plan and pay for all security required during the construction phase. The Contractor must 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.

### **4.5 Access and use of the site**

The Contractor is to agree the site access/egress with the Highways Authority, arrange any necessary licences and pay all fees in connection and ensure that the new crossover is complete before commencing any other part of the Works.

The Contractor shall not use the site for any purpose other than that of carrying out the Works and shall agree locations of temporary buildings, storage areas, temporary roads, paths, spoil heaps and the like with the Principal Designer prior to starting work on site. Once agreed then the temporary facilities are to be recorded on a Traffic Management Plan and issued to all parties.

The Employer reserves the right to retain all useful or valuable material found on site.

#### **4.6 Advertising**

Advertising rights will be reserved to the Employer. Name-boards shall not be erected until the siting, layout and dimensions are approved by the Employer.

Where shared ownership and sales units are part of the development additional advertising may be requested by SCDC'S sales and marketing team. The hoarding is to be designed to be capable of fixing di-bond marketing signage directly to.

Refer to 9.7 for site signboard details.

#### **4.7 Progress Photographs**

Progress photographs are required to be taken by the Contractor on a monthly basis of all work that may be of interest to those maintaining or altering the building before the work is covered up. Two colour sets of 250 x 200 prints together with (an electronic copy in jpeg format of a suitable resolution) shall be provided to the Employer's Agent in separate binders as part of the H & S File on handover.

#### **4.8 Protection of the site**

The Contractor shall protect all existing trees, hedges, fencing, shrubs, grassed and cultivated areas, etc., that are to be retained and keep free from damage due to operations under the Contract and upon completion of the Works the same shall, if damaged, be made good or replaced at the Contractor's expense.

Where necessary the Contractor shall commission an Arboricultural tree survey and set up a close liaison with the Local Authority tree officer ensuring that all recommended protection is given to all trees to be retained. Care is to be taken when excavating in the vicinity of the root system of all preserved trees.

#### **4.9 Maintenance of existing services**

The Contractor shall be responsible for checking the location of and identifying all existing live drainage, water, gas, communications, cable TV and other mains or power services on or over or in the vicinity of the site. He is to satisfy himself of the extent and nature of these services and allow for all costs in connection with working around them and repairing any damage or the cost of permanently diverting them.

#### **4.10 Maintenance of public and private roads**

The Contractor shall keep the public and private roadways clear of all mud, obstructions, materials and rubbish and will be responsible for making good any damage to the roadways, kerbs and footpaths caused by his vehicles or that caused by a sub-contractor's or supplier's transport during the progress of the works. Check planning permission for any wheel washing or other specific requirements.

#### **4.11 Protection of adjoining properties**

The Contractor shall, as necessary, protect the adjoining properties including walls, external areas, fences, etc., and give any notices required to the Local Authority adjoining owners, occupiers and tenants and make all necessary arrangements with the Local Authority, owners, occupiers and tenants for permission to enter land or premises adjoining the works.

The Contractor shall use all reasonable measures to avoid causing inconvenience to neighbours and neighbouring properties.

#### 4.12 Prevention of pollution

The Contractor's particular attention is drawn to the Control of Pollution Act 1974 and BS 5228 and is to comply with the provisions of:

- Section 60 concerning the control of noise in relation to any demolition or construction works and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to the works in this respect.
- Section 61 concerning the issue of Local Authority consents and the need to comply with their requirements, restrictions or approvals.

No instruction issued to the Contractor by the Employer or duly authorised agent shall relieve the Contractor from compliance with the Control of Pollution Act 1974 and BS 5228.

#### 4.13 Schedule of Dilapidations

The Contractor shall carry out a full condition survey of the existing footpaths, boundaries, the area beyond the boundary to be used as access and associated drainage gullies and manholes likely to be affected by the carrying out of the works. The Contractor is to arrange for the Employer's Agent and/or the Clerk of Works and a representative from the Highways Dept to be present where appropriate.

The condition survey shall include dated photographic evidence and shall be submitted for the Employer's approval before commencing any work on site.

If for any reason access is required to adjacent property, before any work beyond the boundary of the site is commenced the contractor shall make all arrangements and give all necessary notices to the Local Authority and any other interested parties and pay all fees, expenses, charges and compensation in connection therewith.

#### 4.14 Environmental Law

The Contractor shall comply with the Control of Pollution Act 1974, the Control of Pollution (amendment) Act 1991, the Environmental Protection Act 1990, the Clean Air Act 1993, the Planning (Hazardous Substances) Regulations 1992, the Environmental Protection (Duty of Care) Regulations 1991, the Contaminated Land Regulations 2000 and any other environmental legislation in force at the time.

The Contractor shall provide the Employer with copies of all relevant consents, permissions, licences and other authorisations and allow for all costs associated with decontamination, restoration and/or rehabilitation of the site including landfill taxes.

Where soil contamination exists on site then the Contractor shall carry out an analysis in accordance with the Interdepartmental Committee on Contaminated Land recommendations and agree with the Local Authority a method statement for dealing with the contamination.

On completion of the decontamination the Contractor shall certify that all contaminated soil discovered has been dealt with in accordance with the agreed method statement and Environmental Agency's requirements and/or specialist company employed by the Contractor in connection with the contamination will be required to enter into a collateral warranty substantially in the form given in the Appendix.

#### 4.15 Equality and Diversity Policy

The Contractor is required to follow the statutory general duty to ensure fairness of treatment regardless of age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex and sexual orientation. SCDC are committed to ensure that everybody who comes into contact with SCDC and its representatives, such as colleagues, customers, employers' and contractors are treated with respect, dignity & fairly.

The Contractor shall remove from site any worker who engages in sexual or racial harassment, abuse or assault.

The Contractor shall submit an effective Equality and Diversity Policy ensuring that suitable procedures for recruitment, selection, training, promotion and transfer can be carried out fairly without regard to race, heritage, culture, class, gender, religious or non-religious belief, nationality, creed, colour, age, sexual orientation or (where appropriate) disability.

## **5 Statutory Requirements**

### **5.1 Planning**

SCDC will commission design work up to planning submission stage. Where a copy of the planning approval notice is included in the Appendix.

The Contractor shall be responsible for checking the planning approval and discharging any outstanding conditions, obtaining Building Regulation approval and designing and constructing the proposed development to comply with all regulations, codes, procedures and all requirements of statutory authorities from whom the Contractor will be required to obtain approvals and provide evidence of such approvals.

Ensure that all materials which are listed as reserved matters in the planning permission are acceptable to the Employer prior to submission to the Local Authority.

The Contractor shall also be responsible for obtaining all necessary approvals for the postal numbering of the scheme. All proposals must be agreed with the Employer prior to submission to the Local Authority or Post Office for sanction.

### **5.2 Building Regulations**

The Contractor will be responsible for obtaining Building Regulations Approval and for complying with the building inspectors requirements.

Building Regulation sign off is a condition of Practical Completion being certified.

The Contractor will be required to use the Local Authority Building Control service. Alternative independent Building Control Inspectors will be accepted by the Employer.

### **5.3 Section 106 payments**

The Employer will pay lump sum payments/contributions associated with Section 106 agreements. Where a Section 106 obligation relates to works on site this shall be the responsibility of the Contractor and the he shall allow for all works, costs and fees associated with meeting these obligations.

### **5.4 Sectional Agreements to facilitate the works**

The Contractor shall be responsible for all sectional agreements unless otherwise stated in these preliminaries. This responsibility includes obtaining and executing the necessary agreements, preparing the technical design and paying any associated fees and depositing any bonds with sureties whilst the work is undertaken. The Contractor will be responsible for obtaining final sign off from the appropriate authority.

SCDC requires that as much as possible of the external works beyond the curtilage of the dwellings is adopted by the Local Authority, including roads, drains, sewers, street lighting, street furniture, footpaths, landscaping, car parking and public areas.

All section agreements are to be tri-party. SCDC will not be responsible for any bonds and will not have vicarious responsibility for such agreements. The Contractor must supply SCDC all documentation in relation to the process including the final adoption paperwork/certifications from the relevant Statutory Body.

Where adoption will not be accepted by the statutory body for reasons outside the control of the Contractor and SCDC, all works to the Project must be undertaken to adoptable standards and the Contractor must supply SCDC with all technical approvals to this affect. An element of retention will be held until such time as the agreement has been entered into for the adoption of the Roads, Sewers and Footpaths

## 5.5 Party Wall Act

The Contractor shall appoint, on behalf of the Employer, a Party Wall Surveyor (where required) responsible for serving all party wall, party fence, line of junction, etc., awards or agreements with an adjoining owner, in accordance with the Party Wall etc., Act 1996. The professional fees arising from the obligation, including that of an adjoining owner's surveyor, shall be borne by the Contractor. The Contractor shall provide all design and other information necessary for all notices to be served by the Party Wall Surveyor. The Contractor shall implement the awards or agreements and shall carry out all works in connection therewith, and make the appropriate allowance within its programme.

The Contractor shall be responsible for dealing with all matters under The Party Wall Act, etc. 1996.

## 5.6 Rights to Light

The Contractor will be responsible for any Rights to Light issues arising from the planning drawings. Should the Contractor make a change to the design post contract that brings about a right to light issue this will be the Contractors responsibility.

## 5.7 Construction Design and Management

All pre-construction information which is in the Employer's possession, and/or has been reasonably obtained in compliance with CDM Regulations 4(4), will be included or referred to in the Appendix and the Contractor must allow in the tender for any particular requirements stated (whether or not they are reproduced in the Project Brief).

The Contractor is to provide two hard copies and one electronic copy of the Health and Safety Files (and O & M manuals), commissioning certificates, planned maintenance schedules, fire protection certificates, Building Control final notice and all other site specific handover information as detailed in the Appendix

The Contractor is to fulfil the role of the Principal Contractor as required by the Construction (Design and Management) Regulations – CDM2015 and must submit to the Client a draft construction phase plan in accordance with regulation 12(1)(2) at least 10 working days prior to the anticipated start on site.

For ease of reference the construction phase plan must include an index indicating where in the plan the reader can find the topics listed in annex C of the Principal Contractors CDM 2015 guidance documents. The Principal Contractor must also comply with the requirements of Part 4 (General requirements for all construction sites) and provide evidence that the welfare facilities proposed will comply with regulation 4(2)(b) 13(4)(c) and 15(11) – schedule 2.

The draft construction phase plan is to be examined by the Principal Designer and, if sufficiently developed to comply with regulation 12(1)(2)(4) and includes evidence that regulation 4(2)(b) 13(4)(c) and 15(11) – schedule 2 has been met, the Principal Designer is to forward notice of approval to the Employer.

The Contractor must not commence work on site until the Principal Designer has given the Employer written approval to the construction phase plan.



## **5.8 Site Waste Management Plan**

The Contractor is to comply with the principles of the Site Waste Management Plans Regulations 2008

The Contractor is to prepare a Site Waste Management Plan (SWMP) and issue to the Employer's Agent prior to the commencement of the works. The SWMP should include the setting of targets to promote resource efficiency and must be in accordance with guidance from WRAP, Envirowise, BRE and the requirements of the Department of Environment, Food and Rural Affairs Requirements. The plan must also include sufficient information to enable the completion of the tables and checklists reference Was 2a, 2b, 2c, and 2d contained in the guidance notes for the Code for Sustainable Homes.

The SWMP plan is to be updated and re-issued during the progress of the Works and on completion, the Contractor is to issue the completed Site Waste Management Plan and confirm that the required Works and the plan fully satisfy the requirements of the regulations.

## **5.9 Easements/Rights of Way and Covenants**

The Employer will provide details of all historic easements, rights of way and covenants appropriate to the site. The Contractor will be responsible for obtaining any easements associated with new installations and for paying all fees and charges in connection with the same.

## **5.10 Statutory Services**

Where existing services information has been established it is included within the Appendix for reference. However, the Contractor will be responsible for obtaining all necessary further information and additional quotations for work for both new and existing services and shall satisfy himself that he is fully conversant with all constraints, obstacles, etc. both above and below the ground, service mains, drains, sewers, etc. before entering into contract. Enquiries shall be made from the following regarding existing site conditions:

1. Local Authority
2. Appropriate Water Authority
3. Appropriate Water Company
4. Appropriate Electric Company
5. Appropriate Gas Company
6. British Telecom
7. Mineral Valuer
8. Coal Mining Authority
9. Any other appropriate authority or undertaker

The Contractor will take full responsibility for the provision of adequate new services including any associated infrastructure upgrades and for the diversion of any existing services. Where information on existing services has been included within the Appendix, this is issued for information only and the Contractor will be responsible for satisfying himself as to the accuracy of the information provided. The Employer will not accept any claims for additional costs or time for lack of knowledge or inaccuracies in the reports.

## 6 SCDC Requirements

### 6.1 Furniture layouts

To comply with NHF furniture schedule. When assessing spatial provision consideration should be given to all furniture, fittings, equipment, services and controls stated in the NHF's publication "Standards and Quality in Development." Positions of radiators, socket outlets, switch plates, TV and telephone/data points are to be agreed and shown on the relevant plans. A specific drawing showing the compliance must be submitted.

### 6.2 Design and Quality Standards

The Employer requires that the contractor use best endeavours to ensure the works satisfy the core standards and performance criteria set out in the Housing Corporations Design and Quality Standards (April 2007). The Contractor will be required to demonstrate that due consideration has been given to meeting this requirements at each of the design stages. These requirements are not repeated in this document and it is therefore the responsibility of the Contractor to ensure that compliance is achieved with these standards.

### 6.3 Sustainability Assessment

The Contractor is to use his best endeavours to design and construct in accordance with Level 4 for the Code for Sustainable Homes. A formal assessment of the scheme is not required by SCDC but the Contractor will be required to demonstrate consideration has been given toward the principles of the Code for Sustainable Homes at each stage of the design and, where practicable, implemented measures to comply with Code Level 4.

### 6.4 Energy Ratings

The Contractor will be required to achieve energy efficiency ratings to satisfy Building Control and provide appropriate Certificates (together with supporting calculation(s)) before the second valuation is paid.

Before commencing the Works the Contractor must provide 'U' value calculations for floors, walls, windows and roof with evidence that interstitial condensation will be avoided. The trade-off method of calculating 'U' values will not be accepted.

At the time of submitting the heating proposals to the Employer for comment, the Contractor must provide an estimated running cost for the space/water heating systems.

### 6.5 Energy Performance certificates

Before Practical Completion, the Contractor must provide EPCs accredited by a qualified assessor produced in accordance with the Energy Performance of Buildings (Certificates and Inspections) Regulations 2007.

In addition, Predicted Energy Assessment (PEA) Certificates are to be provided by the Contractor for all For Sale and/or Shared Ownership units at least six months before Practical Completion.

### 6.6 Building Warranty

The Contractor is responsible for registering the development with the NHBC with warranty cover as given below (unless otherwise stated):

- a) NHBC Buildmark Choice 'MAJOR STRUCTURAL DAMAGE' cover with standard excess of £650 on each dwelling;
- b) Two year extended cover (providing 12 years in total);
- c) Contractor insolvency cover, and;
- d) Loss of rent cover.

Acknowledged that the NHBC standard 10 year Buildmark Warranty cover will be provided for the Private Sale (not Shared Ownership) units.

The Contractor shall be responsible for submitting all drawings for approval, constructing the work to meet the NHBC requirements and obtaining certification for the Employer's benefit under this scheme.

The NHBC Buildmark fee is to be included within the Contract Sum, shown separately in the Contract Sum Analysis.

The Contractor is responsible to the NHBC under the Buildmark and Buildmark Choice guarantee for making good any defects for the first 2 year period after Practical Completion. To avoid unnecessary administration the NHBC have agreed that the Employer can deal direct with the Contractor over any defect that arises during the 24 months following Practical Completion. The Contractor is to note that the Defects Liability Period included within the Contract is 24 months to correlate with this.

The Contractor will be required to provide the Employer with the NHBC scheme registration documentation including evidence that insolvency cover is provided prior to the first valuation being certified.

## **6.7 Lifetime Homes**

The design and construction must meet the particular requirements, as noted on the drawings, of Lifetime Homes guidance published by Habinteg Housing Association.

## **6.8 Building for Life**

The Contractor is to ensure that the development achieves a Building for Life Silver Award as a minimum. The Contractor will be responsible for appointing a consultant to undertake the assessment and providing evidence of the development achieving a Silver Award at both Start on Site and Completion stages of the project.

## **6.9 Show Properties**

The Contractor is to programme for completing one fully serviced dwelling for viewing purposes 12 weeks prior to the contract completion date.

On the viewing date the dwelling shall be complete in every respect and safe level access provided. The Contractor should take into account that wheelchair users may be visiting the show dwelling and safe and level access should be the main criteria when choosing which dwelling to view.

The Contractor is to ensure that their insurances cover visitors and the Employer's furniture used to fit out the show dwelling.

For the avoidance of doubt the Contractor will retain possession of the show dwelling until Practical Completion.

## **6.10 Life Cycle Costing and Component Accounting**

All major building components with maintenance implications to be designed with a life expectancy of 60 years, the Contractor must provide details of components that have a lower life expectancy before

installation to the Employer's Agent in writing stating the reasons for selecting the product and informing of the reasons why the usual standards cannot be met. Only on acceptance of the variation by the Employer's Agent in writing should the Contractor precede, order and install the component.

To assist the Employer in setting the service charge the Contractor is to fully complete the site specific service charge information spreadsheet included within the appendix for each project.

#### **6.11 Postal Numbering and MPAN/MPRN/LA UPRN Property Reference Numbers**

The contractor is to agree the postal numbering of all dwellings with the Post Office and the Local Authority as early as possible or at least 16 weeks prior to the date of Completion – for instruction to Solicitors, Sales require this 6 months prior to first handover. The Contractor is to consult the Employer when street or block names can be suggested to the Local Authority.

The contractor is to advise the Employer of the numbers agreed and provide 3 sets of the site layout, with the postal numbers of individual houses and flats indicated. The Contractor should also detail this information in Excel Digital Format, scheduling the postal addresses that need to be cross-referenced to the plot numbers and giving the positioning within the block. The Excel sheet must also detail the MPAN/MPRN/LA UPRN Property Reference Numbers.

Blocks of flats/maisonettes should have displayed a single street number with individual flats/maisonettes lettered A, B, C etc. starting from the ground floor and working upwards, subject to local Postal Authority agreement.

Contractor to activate all addresses with the Royal Mail prior to handover of the properties.

## **7 Contract Administration and Procedures**

### **7.1 Master Programme**

The Contractor shall submit with their tender a preliminary programme setting out the time required to carry out each element of the Works at the Sample Site including the time required to complete all design work and mobilise prior to start on site. The tender programme shall be firmed up as a Contract Construction Programme, with firm dates for a) date for possession and b) date for completion and c) contract period.

The programme should also take into account the requirements for a show dwelling for viewings.

The Contractor shall update and amend the programme as necessary to reflect actual progress and to take into account any future circumstances which might affect it.

### **7.2 Quality Control**

The Contractor is responsible for the continual monitoring of the quality of the Works and the Employer's Agent and Employer's Clerk of Works will regularly visit the works to satisfy himself that the quality of the building works is generally in accordance with the contract and the Building Control Officer's requirements. However, this shall not relieve the Contractor from his statutory obligations under the Building Act and the need to seek approval at appropriate stages from the local Building Control Officer.

The Contractor's particular attention is drawn to the snagging process outlined in clause 7.12 and the requirement for the Contractor's Finishing Supervisor to sign off the dwellings before the Employer's Agent visits to snag and confirm readiness for handover.

### **7.3 Community Consultation**

The Contractor will maintain regular contact with the local community to advise of current/future site activities that may have an impact on them to avoid formal complaints.

Where the Employer is involved in arranging consultation with the local community to explain the nature and likely impact of the proposed Works then the Contractor will be required to attend and outline strategy and methodology during the construction stage.

### **7.4 Contract Sum Analysis/Cashflow**

The Contractor is to provide a fully detailed Contract Sum Analysis illustrating the breakdown to their Contract Sum. An Overhead and Profit percentage should be clearly noted.

The Contractor is to provide a cash flow forecast for the development which will be updated monthly as the project progresses. SCDC will also carry out cost benchmarking exercises during the project and the contractor should make available all necessary information to SCDC or its representative.

### **7.5 Site Meetings**

The Contractor's authorised representative will be required to attend site meetings to be held at regular intervals on a day to be mutually agreed, suggested at monthly intervals to be carried out onsite. The Employer's Agent shall be responsible for taking the site minutes. The Contractor must use the 'Respect of People' toolkits. Details can be found at:

<http://www.constructingexcellence.org.uk/zones/peoplezone/respect/respecttoolkits.jsp>

The Checklists will be used at monthly site meetings to identify weaknesses and set targets to improve.

At each site meeting the Contractor shall present to the Employer's Agent a progress report of the various elements of the Works indicating the percentage of work carried out compared with the percentage of work required by the programme, together with details of any likely changes in the forecast completion.

The Contractor's monthly progress report should also include:

- (a) Record of resources on site
- (b) Design progress status
- (c) Information/instructions required
- (d) Statutory Authorities approvals
- (e) Health & Safety report (in format required by SCDC)
- (f) Photographs
- (g) Equality & Diversity report
- (h) Design improvements for next scheme
- (i) Health & Safety file status
- (j) Collateral Warranties status
- (k) Sub-contractors appointed
- (l) KPI Report
- (m) Contractors response to Clerk of Works reports
- (n) Copies or summary of inspections carried out by NHBC (or similar) and/or Building Control
- (o) Schedule of Client Choices
- (p) SWMP summary to date

## **7.6 Interim Valuations**

The Contractor shall make applications for interim payments on dates to coincide with the regular monthly site meetings stating the value of each element of work carried out in relation to the Contract Sum Analysis.

Payments in respect of Preliminaries are to be included in the same proportion as the value of works completed to the date of the application for interim payment.

The Employer will delay payment of the retention release on Practical Completion until Building Control Final Notice, Planning Condition Approvals, Commissioning Certificates, Fire Stopping Certificate and H & S Files have been completed and received.

The cost of water/sewerage infrastructure charges will only be included in interim payments following receipt of satisfactory evidence that payment has been made to the appropriate Authority.

When the interim payment has been agreed with the Employer's Agent, the Contractor is to alter the Cash Flow and issue revised forecasts for the Employer's information.

## 7.7 Changes to Employers Requirements

All instructions will be confirmed by the Employer's Agent in writing, via fax or email.

Where the Employer's Agent requests an estimated cost for a proposed Change in the Employer's Requirements then such estimate must be submitted within 7 days of such request and shall include sufficient detail to ensure that the cost claimed is reasonable and any programme implications.

The valuation of omissions or additional or substitutions shall be consistent with the cost of similar work in the Contract Sum Analysis where this is a fair valuation.

For the avoidance of doubt the contract sum is deemed to include for all such administration associated with Changes to the Employer's Requirements excepting that reasonable additional design costs will be paid where they have been pre-agreed by the Employer.

## 7.8 Drawings Accompanying the Contract

The drawings accompanying the contract documents will be listed in the Appendix and are to be incorporated in the Contractor's Proposals.

The Contractor will be responsible for checking and ensuring that these drawings meet the criteria set in these Employer's Requirements, statutory authority requirements and any proposed changes must be highlighted prior to signing the contract.

## 7.9 Construction Drawings

The Contractor is to submit, prior to their use for the construction of the work copies of all drawings, details and other information that may reasonably be requested by the Employer's Agent to explain and/or amplify the Contractor's Proposals.

Copies of floor plans indicating the heating/electrical/furniture layouts are to be provided on one set of drawings and submitted to the Employer for approval at the appropriate time. Failure to comply with this requirement is likely to lead to incorrect location of points/sockets for which the Contractor will be responsible for remedying.

## 7.10 Record Drawings

It is a condition of Practical Completion that the Contractor provides the Employer with one electronic and two hard copies of all drawings amended to accurately represent the buildings as built, including drainage, heating and electrical services installations and mains connections, together with trade specifications, maintenance instructions etc., of installed services and equipment.

The Contractor is also to provide certificates as appropriate to confirm that all installations conform to the requirements and have been tested to the satisfaction of all Statutory Authorities and the Employer.

Two hard copies (and one electronic version) of this information is to form the basis of the O & M manuals and Health & Safety Files required to comply with the CDM Regulations 2015 Design Responsibility and Approval of Drawings

The Contractor will be responsible for the design of the whole of the Works in accordance with the project specific Employer's Requirements and will not be limited by compliance with any comments issued by the Employer's Agent. The Contractor's responsibility for the design is absolute unless otherwise agreed.

Employers Agent's approvals of drawings, details, schedules, etc., will be given on the understanding that they appear to meet the Employer's Requirements and will in no way relieve the Contractor of his liabilities or obligations under the Contract unless specifically stated otherwise.



The Contractor will be required to organise a meeting at which the Employer can approve sample items such as ironmongery, kitchen fittings, worktops, wall tiles, floor coverings and colour schedules.

The Contractor must provide the Employer with copies of all construction information for comparison with the Employer's Requirements prior to ordering materials and/or carrying out the work.

### 7.11 Design Production Information

Submit for approval at the appropriate time two copies of drawings and other design production information allowing 10 working days for the Employer's Agent's response.

The Employer's Agent will note comments on one copy of the design production information and return for the Contractor to amend without delay. Any comments made will not relieve the Contractor of responsibility for the design.

Should any amendment be considered a Change in the Employer's Requirements then notify the Employer's Agent without delay and do not proceed until further instruction is given.

Resubmit the amended drawings allowing the Employer's Agent a further 5 days to comment and/or confirm final approval.

It is essential that the Contractor arranges for the heating and electrical layouts to be incorporated onto the one set of indicative furniture layouts provided by the Architect. Experience has shown that failure to comply with this requirement has led to radiators and/or electrical outlets being inappropriately positioned. Where this occurs then the Contractor will be responsible for the cost of re-location.

### 7.12 Completion Procedures

The Contractor will provide at each site meeting anticipated handover dates of the whole works or parts of the works, indicating 3 months before first handovers proposals for handover of all dwellings. Where phased completions are anticipated information appropriate to each plot to be supplied, including a phasing plan for release.

In principle the Employer will not guarantee taking over any dwellings prior to the Date for Completion as a phased handover/sectional completions. However this does not rule out the possibility and the Contractor may submit a proposal for the Employer's consideration provided that suitable access provision is made in accordance with the Construction Phase Health and Safety Plan. Where Partial Possession is agreed in principle, possession of the dwellings will only be accepted if they are suitable for immediate beneficial use, and safe occupation. All electrical and water services, including meters, public sewers and drains are to be connected, and the external works completed and street lighting energised to allow complete and safe access to the dwellings. The Contractor shall notify all Statutory Authorities of the agreed meter reading at Partial Possession. Any part to be handed over to the Employer must be suitably fenced off from the remaining works under construction. The Contractor shall make every endeavour to prevent labourers utilising any portion of the phased handover. During the execution of the remainder of the Works the Contractor must ensure that the handed over parts have continuous and adequate provision of services, fire precautions, safe and clean access and means of escape.

In partnership with the Contractor, SCDC will organise a 'getting to know' session for future occupiers before handover. The purpose of the session is to provide occupiers with information on their new homes. If partial completions are taking place the Contractor will be required to repeat the session. At the meeting the Contractor will go through the following information with the resident:

Tenants Manual – to be supplied in ring binder form and contractor to go through component information, how to use trouble shooting, maintenance, guarantees and warranties with the tenant.

Purchaser's manual – to be supplied in same format as tenants manual, however the information should be referred to as owners.



Boilers and central heating: how to use the system, turn on and off, use thermostats, boiler, room and wall, also go through how to set timers.

Property map: Where to find the property map in the home (this should be in an easily accessible location such as the door of a structural storage cupboard, preferably on the ground floor and should be laminated and fixed to the inside of the door), The map must highlight the location of services in the Home, showing the location of taps and switches for turning off water, electric and gas to the home, in addition the map should show where the boiler and water storage tank is, telephone points and any other services which must be agreed with the project team in advance of production of the maps.

Contractors defect responsibility; In addition to what is covered, at the defects session representatives must give clear examples of the type of items that will be repaired during the defects period and what will be picked up at the end of inspections.

Clear guidance on the defects reporting procedure

Guidance on local information and facilities

A snagging timetable must be produced approximately 2 weeks before the anticipated handover. 2 weeks' notice must be given for this inspection. Re-inspection will be undertaken approximately 1 week prior to anticipated handover date.

In order to avoid dwellings being offered prematurely, the Contractor shall first snag the homes themselves and rectify any defective work. Each home or building must be complete and cleaned (i.e. ready for handover), before it is offered for inspection to the EA/COW. The Contractor shall provide a low energy light bulb to each light fitting, access and artificial light to roof spaces for inspection purposes and shall ensure that the heating system is put into operation the day before and during the inspection visit, using off-peak electricity where applicable. Baths shall be filled with water to just below overflow with bath panels removed. This process must be repeated on all homes and buildings offered for snagging. The evidence that this has been carried out must be provided to SCDC in advance of the Final Snagging date.

The standard setting will be undertaken by SCDC's internal representatives (likely to be: Development, Sales, Customer service and Assets/Repairs) and the EA/COW. The Contractor will accompany the Group and make his own notes of any defective work which will be also recorded by the EA/COW, the EA will supply a comprehensive list on completion.

The standard set at the standard setting snagging must be replicated on all homes before handover. The EA/COW, SCDC's Development and Sales representative will undertake all other snagging. If more than twenty snag items are found in one property snagging will stop. The Contractor will re-check all the homes, undertake works and then offer the homes for snagging again as per the process specified.

The Contractor must undertake his own de-snagging of the homes before the Employer's de-snag is undertaken.

The expectation is at this stage all snag items will be rectified, this relates to all or a substantial number of snags have been completed. Only in exceptional circumstances will a schedule of outstanding defects/works be accepted at handover, in which case the Contractor is to give a firm date by which they will be rectified/completed

### 7.13 Practical Completion

The Contractor is required to give 12 weeks provisional notice and 8 weeks firm notice of intended completion dates which, once agreed, must not be altered. It is essential that the intended dates are achievable, to prevent additional costs to the Employer and the tenants/purchasers due to cancellation or postponement. Note that all work on dwellings being handed over shall be completed on the day before handover.

The Employer will only accept Practical Completion of dwellings on Tuesdays and also not within 5 working days either side of a bank holiday or any time after the 15th December and before the 7th January in any year.

The Contractor is to agree and pay all associated cost for the postal numbering of all dwellings with the Local Authority and the Post Office at least 16 weeks prior to the date of Practical Completion or at least 4 weeks in advance of Partial Possession

A list of the information required at Practical completion is contained in the Appendix.

Prior to Practical Completion the Contractor must inform the various service companies and Local Authority that the dwellings are about to be occupied in order to ensure that all services, including refuse collection, are available. Confirmation of arrangements to be passed to the EA.

At handover gas, electricity and water meter readings will be taken by the EA. The Contractor will be responsible for all gas, electricity and water consumed prior to the readings being taken together with any standing charges levied up to the date of handover. The Contractor must inform service providers of handover dates and provide the meter readings.

If the Employer's inspection on the anticipated completion date reveals outstanding works or patent defects, which the Employer deems to be de minimus, then a Practical Completion Certificate will be issued so long as the Contractor has given a written undertaking to complete or remedy the unsatisfactory work within a pre-agreed timescale.

The Employer's Agent will not accept Practical Completion until in receipt of all approvals, completion certificates for S106 and S278 Works from Statutory Authorities.

The Employer's Agent will not accept Practical Completion until the Contractor has issued the Health and Safety Files (and O & M manuals), commissioning certificates, planned maintenance schedules, fire protection certificates, Building Control final notice and all other handover documents as detailed in the project brief unless there are exceptional circumstances in which case the Employer will delay the release of retention until the outstanding information has been received.

The Contractor will also be required to provide adequate training to the Employer's technical department and any residents who are identified prior to Practical Completion on the building systems.

Chlorination of Water Systems/Legionella Risk Assessments are required for Care and Support and Multi Residential Block schemes chlorination of the water system must take place 3 - 4 weeks prior to completion and water samples taken and verified in the final week before handover. Upon completion of the chlorination testing the contractor is to establish and maintain an adequate regular flushing regime until handover. The contractor is to liaise with the Employer regarding any specific requirements.

The Contractor will provide a legionella risk assessment supplemented by schematic drawings to include central points for testing and other maintenance regimes for water systems prior to handover.

The Contractor will provide completed component record schedules as required by SCDC at Practical Completion.

## 7.14 Making Good Defects during Rectification Period

The Contractor will be responsible for rectifying defects in accordance with the timescales outlined below.

If the Contractor fails to undertake defects repair work within the specified times, SCDC reserves the right to have the Works carried out by others and deduct the cost from monies outstanding to the Contractor.

Where the contractor commits to undertaking a repair and does not do so, they will be liable to pay compensation to the resident in accordance with SCDC commitment to residents.

On completion of defects work, the Contractor must send to SCDC confirmation works have been completed with written confirmation by the customer that works have been undertaken and to their satisfaction

The contractor will maintain soft landscaping works for the duration of the Defects Liability Period and will replace any landscaping that dies within the period.

**Emergency Repairs** – Same day attendance and within 24 hours. Emergency repairs are those defects that put the health and safety or security of the tenant, or a third party, at immediate risk. Emergency repairs may also be carried out if the structure of the building is at risk. They could include:

- Total loss of water;
- Burst water main;
- Flooding;
- Severe storm damage;
- Total loss of electricity supply;
- Major fault with the electricity supply;
- Unsafe electrical fittings;
- Breaches of security to outside doors and windows;
- Total loss of gas supply;
- Gas leak;
- Blocked flue to open flues or boilers;
- Blocked main drains, soil pipe to only toilet;
- Loss of entire heating provision in cold weather (or 31 October – 1 May) or if the tenant is elderly, disabled or chronically sick, or has children under five years old;
- Serious roof leaks and other major structural failures;
- Failure of lift;
- Fire damage;
- Offensive or racist graffiti.

**Urgent Repairs** within 2 Days. Urgent repairs are those repairs which materially affect the occupier's comfort or convenience.

They could include:

- Blocked drains, sinks, basins, bath, toilet (where the occupier has more than one);
- Defective cistern or overflow;
- Heating faults or breakdown;
- Hot water faults or breakdown;
- Minor electrical faults;
- Roof leaks;
- Blocked gutters;
- Severe dampness;

- Breaches of security to internal doors and windows;
- Failure of entry phone;
- Graffiti;
- Faulty extractor fan;
- Defective flooring;
- Faulty communal TV aerial.

**Urgent** – within 5 Days

- Damage to stair treads or hand rails or banisters;
- Minor plumbing leaks or defects.

**Routine** – within 10 Days

- Faulty taps;
- Faulty overflows;
- Loose door handles;
- Leaking gutters;

**Non-urgent repairs** – within 20 Days. Non-urgent repairs are defects that can be deferred without serious discomfort, inconvenience or nuisance to the tenant or a third party, or long term deterioration of the building.

These could include:

- General joinery repairs;
- Repairs to doors, windows and floors;
- Repairs to external walls, fences and paths;
- Repairs to walls, brickwork and slates or tiles;
- Clearing of gutters and downpipes;
- Repairs to kitchen fittings;
- Repairs to plasterwork;
- Dripping or leaking taps or shower units;
- Other minor plumbing repairs;
- Repairs to tiling;
- Easing doors and windows;
- Other minor day-to-day repairs or replacements.

**Minor Repairs** - within 28 Days. Minor Repairs being all repairs not categorised in the previous five categories.

The designation of the category of defect shall be the sole prerogative of the Employer.

The Contractor will be required to establish with the Employer's Agent satisfactory arrangements for the communication of any instructions given, in accordance with the above, to ensure immediate response to deal with any emergencies, which may arise. Telephone numbers of specialist companies providing 24 hour emergency services, must be given to cover those times when the Contractor is unavailable to receive defects notifications.

Instructions regarding any other defects will be given at the expiration of the Rectification Period under Clause 2.35.1 of the Contract.

The Contractor must make arrangements through the Employer's Agent and give reasonable notice of the precise dates for access to the various parts of the Works for the purposes of making good defects. The Contractor must immediately inform the Employer's Agent and Employer when remedial works to the various parts of the Works are completed.

The Contractor should note that they may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.

To avoid any possible misunderstanding at a later date, we hereby confirm that all cracks, shrinkage or otherwise, will be classified as a defect and the Contractor will be required to carefully cut out all such cracks e.g. to plaster/rendered surfaces and make good all works disturbed, and surrounding finishes.

Where the Contractors operatives are required to visit occupied dwellings to carry out repairs or attend to a defect, the operatives will be required to carry an official company identification card complete with a passport sized photograph of the operative. No additional costs will be entertained in cases where residents refuse to provide access to operatives not carrying ID.

In making good any defects the Contractor will make good any damage arising to any occupier's dwelling which is occasioned in the exercise of such remedial works.

In the event of an emergency, and where contact with the Contractor, or nominated sub-contractor cannot be made in good time, or where such Contractor is unable to respond quickly, the Employer reserves the right to engage an alternative contractor of their choice to remedy the defect, and to deduct all reasonable costs connected thereto from monies outstanding to the main Contractor. Such costs will include a minimum call-out fee; plus parts and labour.

Contra charges will also include costs and charges for abortive visits made by the Employer and their consultants to verify defect rectification at the request of the Contractor only to find that there are defects still outstanding.

The Contractor is referred to Clause 2.35.2 of the Conditions of Contract – Defects Etc' and the right of the Employer, within the Rectification Period to issue instructions for the defects to be made good by the Contractor within a 'reasonable' time, whenever they consider it necessary to do so.

## **7.15 End of Defects Rectification Period**

Prior to the end of the Defects Liability Period or within twenty eight days thereof the Contractor will agree with the Employers Agent an inspection date. At inspection the Employers Agent will compile a list of defective work and will issue to the Contractor.

Any further inspections or re-inspections required of the Employer's Agent and/or SCDC's Clerk of Works and/or Employer arising from the Contractor's inability to complete the works on time or to an acceptable standard shall be at the Contractor's expense and for the purposes of this clause, the Employer's Agent and/or SCDC's Clerk of Work and/or Employer shall each be reimbursed at the inclusive rate of £50 per hour which shall equally apply to travelling time plus VAT by means of an appropriate deduction in respect of the extra hours worked from the Contract Sum.

The Contractor must within 28 days from inspection, attend and make good all defects identified during the end of defects inspection process. On completion of Works the Contractor must obtain from the customer/resident a work sheet that demonstrates all works have been checked and accepted by the customer. The contractor must then send all signed worksheets to the Employers Agent and inform them of completion. After satisfying themselves that works have undertaken the Employers Agent will issue a Notice of Completion of Making Good Defects in accordance with the contract.

After the 14 day period if defects have not been rectified SCDC reserves the right to undertake defects work and deduct the cost from the retention. An inspection will take place no later than 14 days after the Rectification Period, and defects must be rectified within 1 month of the end of the Rectification Period. The Contractor and Employer's Agent in conjunction with the Employer will make the appropriate arrangements for access by giving prior notice to the tenant/occupier in writing.

## 8 Quality Standards and Controls

### 8.1 Good Practice

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- of a standard appropriate to the works and suitable for the functions stated in or reasonably to be inferred from the tender documents;
- in accordance with good building practice and easily maintainable.
- in strict compliance with the recommendations contained in the NHBC Standards handbook current at the date of signing the contract.

The Contractor is to pay particular regard to the completeness of the fire compartments and to ensure that:

- all fire doors comply with the manufacturers' recommendations in terms of tolerances between door and frame;
- all openings through fire resisting structures are adequately fire stopped.

### 8.2 Quality of Products

The materials and goods are to be new unless otherwise specified and the Contractor shall ensure that:

- for products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested;
- where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested;
- ensure that the whole quantity of each product required is of consistent kind, size, quality and overall appearance;
- where consistency of appearance is desirable ensure consistency of supply from the same source. Do not use different colour batches where they can be seen together;
- if products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

### 8.3 Proprietary Products

All materials and goods are to be handled, stored and fixed in accordance with manufacturer's recommendations. Ensure that the whole quantity of each product required is of consistent kind, size, quality and appearance.

### 8.4 Samples and Approvals

Where approval of products or materials is required submit samples or other evidence of suitability. Do not confirm orders or use materials until approval has been granted. The Contractor is to arrange a samples meeting where representatives can review and comment upon the products and material proposed in good time for SCDC or its representatives to make an informed decision.

The Contractor is to submit a sample or other appropriate evidence of suitability and until acceptance of the sample has been obtained, the Contractor is not to confirm orders or use the product. All products used in the Works are to match the accepted sample.

Inspection or any other action by the Employer's Agent, Clerk of Works, and/or Employer must not be taken as approval of products or work.

The following samples or other appropriate evidence of suitability are required for comment/acceptance by the Employer's Agent, Clerk of Works, and Employer:

- External wall finish (to be provided prior to submission/discussions with the Local Planning Authority) – a sample panel of approximately 1m<sup>2</sup> to be provided on site; including a complete section of cavity brickwork, demonstrating the quality of face work, pointing, blockwork, opening reveal and vertical dpc, wall ties and spacing and cavity insulation.
- Roof tiles (to be provided prior to submission/discussions with the Local Planning Authority).
- Block paving.
- Windows.
- Ironmongery.
- Bathroom and WC accessories, including toilet roll holder, towel rail, tidy-drier, etc.
- Wall tiles.
- Floor coverings.
- Road signs, nameplates and way finding signs.
- Kitchen units, worktops and handles.

In addition to the physical samples identified above the Employer requires to see the specifications and product literature of the following products:

- Rainwater goods.
- Fascia, soffit and barge board.
- Staircases, balustrades and handrails.
- Internal and external doors and frames.
- Skirting and architrave.
- Choice of colour schemes for front doors, walls and woodwork.
- Sanitary ware.
- Shower screen/rail and curtain.
- Communal mailboxes.
- All plumbing and heating components and fittings, including renewable energy systems, boilers, radiators, valves, thermostats, heating programmer, sink and bath taps, etc.
- All electrical components and fittings, including shaver light, shower, extractor fans, external lights, internal lights, switches, sockets, pull cords, door entry systems, white goods, etc.

Different colour 'styles' may apply to alternate dwellings.

All samples and product information must be tabled at a samples approval meeting to be held at the Employer's offices. The Contractor is to provide the Employer's Agent with a comprehensive schedule detailing the latest reasonable date for comments/acceptance on these samples

The Contractor is to retain all approved samples and product information on site for comparison with products and materials used in the Work.



## 8.5 Deleterious Materials

The materials and processes given below are unacceptable and must not be used in the works or in connection with the works under any circumstances. On completion of the scheme, the Contractor shall be required to produce a written undertaking that none of the materials or processes have been used.

- (a) High alumina cement or concrete tricosite; cement containing calcium chloride or susceptible to alkali/silica reaction;
- (b) Woodwool slabs as permanent formwork to concrete or in structural elements;
- (c) Calcium chloride as a concrete additive;
- (d) Sea dredged aggregates or aggregates for use in reinforced concrete which do not comply with British Standard 882:1983 and/or naturally occurring aggregates for use in concrete which do not comply with British Standard 8110:1985;
- (e) Calcium silicate bricks or tiles, glass fibre bricks;
- (f) Asbestos cement products or asbestos in any other form including vermiculite containing asbestiform fibrous dust;
- (g) Lead or any products containing lead for use in connection with drinking water;
- (h) Materials which are generally composed of mineral fibres either man made or naturally occurring which have a diameter of 3 microns or less and a length of 100 microns or less or which may contain any fibres not scaled or otherwise stabilised to ensure that fibre migration is prevented;
- (i) Urea formaldehyde foam and cellulose fibre;
- (j) Lindane; tributlinoxide pentachlorophenate; pentachlorophenol;
- (k) Plastics for water storage and delivery which release toxic materials;
- (l) Materials containing vinyl chloride unless risk from carcinogen is to be shown to be negligible;
- (m) Vermiculite containing asbestiform fibrous dust;
- (n) Cellulose fibre;
- (o) Polyurethane foam or polyisocyanurate foam unless the risk is shown to be negligible;
- (p) Plywood with glues, resins and surface treatments that produce irritant volatiles;
- (q) Decorative finishes containing lead or asbestos;
- (r) Materials containing chlorofluorocarbons (CFC's);
- (s) Paints and wood preservatives containing pentachlorophenols (PCP's), tributyl tin oxide (TBTO) or Lindane;
- (t) Tropical hardwoods unless from a demonstrably replenishable or sustainable source;
- (u) Perforated bricks in manholes and hollow walling blocks in dwellings;
- (v) Peat unless from a known source other than SSI or Eire;
- (w) Any treatment of materials either before or after installation which gives rise to toxic or hazardous emissions or particles;
- (x) Any other materials identified in the BRE Digest and/or the BPF Guidance Notes and/or the Ove Arup publication entitled "Good Practice in Selection of Construction Materials" dated 16 May 1997 (and any subsequent modification).



Potentially harmful emissions in addition to those noted above to be minimised by restrictions on chemical treatment such as formaldehyde, timber treated only where essential (where treated industrially, treated prior to use).

In any event substances or materials which are not in accordance with any relevant British Standards Institution Standards and Codes of Practice, or which have been declared deleterious in a publication of the Building Research Establishment in each case at the time of their specification shall not be incorporated in the Works.

## **8.6 Sustainable Timber**

Only hardwood and plywood from verifiable sustainable sources may be used. Details of type of timber, country and region or origin and production methods are required to substantiate any sustainability claims. Evidence will be required that the timber has been ordered from ETC (telephone 01522 501850) or other approved source.

## **8.7 Environmental Impact of Materials**

The Contractor is to achieve at least three of the following five key elements of construction are to be specified to achieve a BRE Green Guide 2007 rating of at least D:

- Roof structure and finishes
- External walls
- Upper floor
- Internal walls
- Windows and doors

## **8.8 Global Warming Potential of Insulant**

The Contractor is to note that insulating materials must avoid the use of substances that have a global warming potential of 5 or more for the following elements:

- Roof (including loft access)
- Walls, internal & external doors (including doors, lintels and acoustics insulation)
- Floor (including foundations)
- Hot water cylinder, pipe insulation and other thermal stores

## **8.9 Construction Site Impact**

The Contractor's Site Management procedures are to cover 2 or more of the following:

- CO<sub>2</sub> or energy arising from site activities
- CO<sub>2</sub> or energy arising from transport to or from site
- Water consumption arising from site activities
- Best practice air pollution controls
- Best practice water pollution controls
- 80% of site timber reclaimed, reused or responsibly sourced

## **9 Site Resources/Temporary Works**

### **9.1 Site Organisation**

The Contractor shall maintain an adequate site organisation under the full time control of an experienced agent or person-in-charge. The Contractor is to provide a CV of the site agent for the Employer's approval and, once approved, this person shall not be changed without the Employer's consent.

### **9.2 Plant/Tools and Vehicles**

The Contractor shall provide all plant, machinery, ladders, hoisting tackle, tarpaulins, etc., necessary for the proper execution and protection of the works.

### **9.3 Water for the Works**

The Contractor shall provide all water required for the works (including that for sub-contractors) and pay all fees and execute any temporary plumbing work that may be necessary.

### **9.4 Lighting and Power for the Works**

The Contractor shall provide all artificial lighting and power for the works and arrange for site distribution and pay all charges of the local supply authority.

The Contractor will not be permitted to use any part of the electrical installations or fittings installed under this contract for the purposes of temporary lighting or power.

### **9.5 Work by Public Bodies**

The Contractor is to allow for all facilities and requirements which shall be necessary for Local Authorities or Public Undertaking executing work.

### **9.6 Construction Skills Certification Scheme**

All workers and consultants employed on the site must hold a relevant CSCS card appropriate to their duties.

### **9.7 Site Signboard**

The Contractor is to provide a temporary name-board in accordance with the site specific details given in the Appendix displaying the title of the project, the Employers details, any funders involvement and the Contractor's name and address. Maintain in good condition throughout the contract. Remove name board on practical completion and make good all work disturbed. The contractor shall ensure that all necessary approvals are in place for the construction of the signboard. The Employer may require sales advertising signage to be erected.

### **9.8 Temporary Roads**

The Contractor shall provide for all necessary temporary roadways and gangways to and about the site including crossings, etc.

## 9.9 Temporary Buildings

The Contractor must allow for huts and other demountable/removable buildings for offices, storage, welfare facilities, etc.

The Contractor shall allow the Employer's Agent and other Employer's representatives temporary facilities in the Contractor's own site office as and when required and shall also provide as part of his own site accommodation, adequate space for site meetings with heating, lighting, tables and chairs.

## 9.10 Temporary Hoardings and Gantries

The Contractor shall provide, erect and maintain all necessary temporary fencing, hoardings, fans, planked footways, gantries, guardrails and the like as may be necessary for protecting the public and all users of and visitors to the site, for similar temporary works to permit the proper execution of the Works and meeting the requirements of any local or other authority.

The Contractor must allow for full site perimeter fencing to the minimum standard described in HSE Guidance Note GS7 unless otherwise stated in the pre-construction H & S Plan.

## 9.11 Temporary Telephones and Facsimile

The Contractor must provide a suitable site office for the holding of site meetings etc. This is to be efficiently insulated, heated and ventilated. The Contractor shall maintain it in good clean order for the duration of the Contract. Temporary telephone and copying facilities for the use of the Employer's Agent, Clerk of Works, and Employer must be provided and all costs and charges must be paid by the Contractor.

## 9.12 General Scaffolding

The Contractor shall allow for all scaffolding required for the Works.

## 9.13 Protection from Weather and Damage

The Contractor shall provide all necessary temporary protection and covering to protect the works from inclement weather or any other cause to prevent injury to the works for which the Contractor will be held responsible.

## 9.14 Drying the Works

The Contractor shall allow for drying out and for protecting the whole of the work including any parts which become affected by dampness or inclement weather conditions.

The permanent heating installation may not be used for drying out the Works without the written approval of the Employer's Agent.

## 9.15 Removing Rubbish and Cleaning

The Contractor shall clear away all superfluous rubbish and materials as they accumulate and during the 10 day period prior to handover clean all floors, pavings, sanitary fittings, tops of kitchen units, paintwork and glass internally and externally, and leave all perfect and fit for occupation.