

**EMPLOYER'S REQUIREMENTS**

**FOR**

**DESIGN AND CONSTRUCTION OF X NR DWELLINGS**

**AT**

**ROAD NAME**

**TOWN/VILLAGE**

**COUNTY**

**FOR**

**EASTLIGHT COMMUNITY HOMES**

**EASTLIGHT HOUSE**

**CHARTER WAY**

**BRAINTREE**

**ESSEX**

**CM7 8FG**

**MONTH YEAR**

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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Employer's Requirements for the Design and Construction of **x** Nr Dwellings at  
**Road Name, Town or Village, County**

Between Eastlight Community Homes (Employer)

And ..... (Contractor)

Dated .....

Signed ..... (Employer)

Signed ..... (Contractor)

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### 1.0 Introduction and General Instructions to Contractors

#### General Instructions

The Employer is desirous of entering into a Design and Build Contract for the design and the construction of **x** Nr Dwellings at land off **road name, town, county** along with associated drainage, external works, roads, parking, landscaping, external services and any other necessary on or off site works.

#### Inspection of Tender Documentation and the Site etc.

Contractors are advised to examine all tender documents fully and to visit the sites prior to submitting their tender, in order to acquaint themselves with the position of the supply of water, electricity and other services, the accessibility of the site, boundaries, highways, the full character of the operations required, the nature of the soil, the supply of and conditions affecting the cost of labour, the availability and prices of materials and all other conditions of the site and the locality in which the Works are to be carried out which might affect his tender as no claim for extra costs arising from lack of knowledge in respect of the foregoing will be allowed.

#### Instructions for Tender

Refer to Appendix M for the Invitation to Tender.

The Contractor should examine all Pricing Documents and ensure that they are fully familiar with the nature and extent of the obligations contained therein.

The tender must be accompanied by the Contractor's Proposals, which shall detail the Contractor's response to the Employer's Requirements document.

The Contractor, on submitting his tender, will be deemed to have included for all the necessary costs which will be incurred in the complete design, construction, completion and commissioning of this Contract other than those costs specifically noted as being paid for by the Employer.

The Contractor's Proposals are in no way to conflict with the Employer's Requirements unless prior written agreement has been obtained from the Employer or Employer's Agent.

The Contractor's Proposals shall be deemed to have incorporated the provisions of these Employer's Requirements and shall incorporate such further specification or general matters and drawings as are necessary fully to describe the Works and the standards to which the same shall be designed and constructed. Where the Contractor has, in his Contractor's Proposals, incorporated further provisions, such alternatives and further provisions shall be to no less a standard of design, workmanship and materials than is contained in the Employer's Requirements or reasonably to be inferred there from and the Contractor shall inform the Employer of these changes.

#### Pricing of Tender, Checking and Correction of Errors

The Contractor will be required to deliver up, as part of his tender submission, the Contract Sum Analysis **with each item priced**. If any item is left unpriced, the Contractor shall be deemed to have included elsewhere for the cost of carrying out the work described in that item.

The Employer's Agent will examine and check the priced Contract Sum Analysis, etc. submitted by the Contractor and he shall be empowered to call for the correction of any errors found and for the adjustment of any individual price which he considers unreasonable and for the rectification of any discrepancies as may be necessary.

In the event of an error requiring correction, the Tenderer will be given details of the error and given an opportunity of confirming his offer or amending it to correct genuine errors. The procedures for dealing with errors will be in accordance with Alternative 2 of JCT Tendering Practice Note 2017.

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## 2.0 Contract Sum

### 2.1 Pricing Document

#### Contract Sum Analysis

A copy of the Contract Sum Analysis has been provided separately

### 3.0 Employers Requirements

#### 3.1 Preliminaries

##### PRELIMINARY PARTICULARS

##### Description of the Works

The works generally comprise the design and construction of the following:

- 1) 2 Nr 2 Bed 4 Person Houses for rent @ 78/m<sup>2</sup>
- 2) 2 Nr 2 Bed 4 Person Houses for Shared Ownership @ 78/m<sup>2</sup>
- 3) 2 Nr 3 Bed 5 Person Houses @ 98/m<sup>2</sup> each
- 4) Total GIFA of habitable space (excluding Party Wall and Communal areas) 508/m<sup>2</sup>
- 5) Associated drainage, external works, roads, parking, landscaping, external services, any other on or off site works, and incorporating all fees and charges arising in respect of these works, other than those costs specifically noted as being paid for by the Employer.

##### Description of the Site

The site is situated off **Road Name, Town, County**. The site and site boundaries are as shown on Site Layout Drawing **3396.01 Rev D**.

##### Access to the Site

Access to the site will be off **Road Name, Town, County** in accordance with the planning drawings.

The whole of the new access road, parking bays, paths and sewers are to be built to an adoptable standard and offered to the Local Authority for adoption.

The Contractor's attention is particularly drawn to the adjacent occupied buildings and local traffic restrictions. The Contractor shall be entirely responsible for making all arrangements and obtaining any necessary permissions to gain access to the site.

##### Building Regulations Part M

- All plots are to achieve M4(2) standards as a minimum.
- Bungalows and ground floor flats are to meet M4(3)a standards
- 3 Bed (and larger) bungalows are to achieve M4(3)b standards.

##### Nationally Described Space Standards

The client is required to carry out a comparison between the space standards for the specific design to the Nationally Described Space Standards. In order to carry out the task the Contractor is required to provide the client with the required information at any given stage throughout the project. The information will largely be required from the Contractor's designers.

The main focus of the information required by the client will occur at feasibility, start on site and Practical Completion. Although the client reserves the right to gather additional information at any time during the project. Gross internal floor areas shall be calculated from the internal **finished** face of external walls, over internal walls and stairs.

The floor area of each dwelling type shall be indicated on proposal drawings.

The Contractor shall produce furniture layouts in order to demonstrate that 'necessary furniture' can be accommodated in an acceptable manner. Such layouts shall include power and lighting points, heating fittings and TV aerial points, and shall be submitted to the Employer for approval prior to commencement of working drawings.

# EMPLOYER'S REQUIREMENTS



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### PRELIMINARY PARTICULARS (Cont'd)

#### Lessons Learnt

Following Practical Completion, the Employer's Agent will chair a lessons learnt meeting to capture any elements/processes of the project lifecycle that can be improved upon for future projects

#### Boundaries

The Contractor shall ascertain the position of the existing boundaries and shall ensure that they match the parameters of the Planning Drawings. Any discrepancy shall be immediately notified to the Employer's Agent. The Contractor shall be responsible for setting out the site boundaries in accordance with the aforementioned planning drawings. The Contractor shall arrange for the Employer and/or his Agent, and the existing landowner to be present to agree the boundaries and shall subsequently provide two copies of marked up and dimensioned drawings defining the boundaries.

#### Contractor's Working Area

The Contractor's working area and storage areas must be confined to the site unless arrangements are made otherwise. All building operations and storage of materials must be kept within the confines of the site boundary unless arrangements are made otherwise. The parking of the Contractors or his employee's vehicles shall not cause any obstruction on the existing roads around the site.

No materials are to be unloaded or stacked off the site or on the adjoining existing roads.

#### Trial Holes or Other Site Investigation

A ground investigation survey of the site has been obtained. A copy of the report is included in Appendix A. The ground investigation report is for guidance only in order to assist in the preparation of tenders and the Employer accepts no responsibility for the accuracy of the information provided. It is the Contractor's responsibility to check the accuracy of the report and make all necessary allowances for the conclusions drawn. The Contractor is to carry out any further research or investigations that he considers necessary and there shall be no addition or deduction from the Contract Sum as a result of conditions encountered. The Contractor is entirely responsible for ensuring that the design of the substructures and drainage system is suitable for the site and that if necessary, contaminated soil is removed in accordance with the requirements of the local Environmental Services.

Information concerning contaminated land is included in Appendix 'A'.

The Contractor acknowledges that he is satisfied that the Sites are fit and suitable for the carrying out and completion of the works in accordance with all tender documentation and that no warranty is given by the Employer in this regard. No claim of want of knowledge will be entertained concerning the site and its conditions.

# EMPLOYER'S REQUIREMENTS



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### PRELIMINARY PARTICULARS (Cont'd)

#### Existing Mains/Services

The location of the existing mains and services on, or surrounding the site have not been entirely determined. The Contractor is entirely responsible for ascertaining the location and layout of any existing services and drainage likely to affect the execution of the Works as no claim for extra costs arising from a lack of knowledge will be allowed.

Details of the existing mains/services installations received to date are contained in Appendix 'B'.

The Contractor shall notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations. Before starting work check and mark positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners.

The Contractor shall observe service authority's recommendations for work adjacent to existing services.

The Contractor shall adequately protect, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or owners.

The Contractor shall identify below ground services with signboards, giving type and depth, and overhead services with headroom markers.

If any damage to services results from the execution of the Works, the Contractor shall immediately notify the Employer and appropriate service authority. The Contractor shall make arrangements for the work to be made good without delay, and to the satisfaction of the service authority or owner as appropriate. Any measures taken by the Employer to deal with an emergency will not affect the extent of the Contractor's liability.

The Contractor shall replace all marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

Mains services supply and connection charges, builders work, attendances and all other Contractor's costs, including overheads and profit recovery are to be included in the tender.

The Contractor shall obtain the provision of all services to and from the Works by such bodies, co-ordinate the same with each other and the remainder of the Works, provide all necessary attendance, setting out and the like, and pay all fees and charges including prescribed fees payable under the Building (Amendment of Prescribed Fees) Regulations ruling at the Base Date, Infrastructure charges connection charges, contribution charges and the like. The Contractor shall provide foul and surface water drainage to the requirement of the Local Authorities, Local Water Authority, Environment Agency and the National Rivers Authority.

#### Existing Trees and Shrubs

The Contractor must ensure that existing trees and shrubs which are to be retained are adequately protected against excavation works, plant and other operations as any such trees damaged or destroyed are to be replaced with trees of the same type and maturity at the Contractors own expense. If any roots exceeding 25mm diameter are unintentionally severed the Contractor shall immediately give notice and seek advice from the Employer's Agent. Measures taken to protect trees are to be to the complete satisfaction of the Employer's Agent. The Contractor will be required to liaise with the Local Authority with regard to any tree preservation orders. **An arboricultural survey is included within Appendix J.**



# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### PRELIMINARY PARTICULARS (Cont'd)

#### Schedule of Conditions

The Contractor will be required to survey, record and photograph the condition of all boundaries to the sites, and any existing buildings, footpaths and roads adjacent to the site before the Contract commences. Any reinstatement works necessary at the completion of the project will be the entire responsibility of the Contractor.

The Employer's Agent will witness the surveys and one copy of each of the reports including a complete set of photographs is to be supplied to the Employer's Agent. One copy of each of the reports including a complete set of photographs is also to be supplied to the Employer

The Contractor shall liaise with the Employer's Agent regarding gaining access to the adjoining properties if necessary.

The Contractor shall ensure that all temporary access roads have a hard clean surface immediately adjacent to any junction with a road used by the public.

The arrangements for on-site parking (and the siting and construction of temporary parks) is to be agreed with the Employer before commencement of the Works.

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE



### PRELIMINARY PARTICULARS (Cont'd)

Name of Employer and Consultants

The Employer is:

Eastlight Community Homes

Registered Office:

Eastlight House  
Charter Way  
Braintree  
Essex CM77 8FG

Contact: xxx

Tel: xxx

E-mail: xxx

The Employer's Agent is:

Name

Address

xxx

xxx

xxx

Contact: xxx

Tel: xxx

E-mail: xxx

The Principal Designer is:

Name

Address

xxx

xxx

xxx

Contact: xxx

Tel: xxx

E-mail: xxx

The Principal Contractor is:

The Contractor

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### DESIGN

#### Tender Submission

The Contractor when submitting his tender will be deemed to have included for all necessary costs which will be incurred in the complete design, construction, completion and commissioning of the work other than those costs specifically noted as being paid for by the Employer. The Employer has had design proposals for planning prepared by an Architect and the Contractor should adopt the design proposals as part of the Contractor's Proposals. It is the employer's preferred option that the Architect will be engaged by the Contractor as the Contractor's consultant, and that design liability will be entirely the Contractor's responsibility.

The Contractor is to advise the Employer of all design consultants/sub-contractors who will be employed on the project. The Contractor is also required to identify all areas of design and construction the design of which is not included in the services of the identified design consultants/sub-contractors. The Contractor will be required to state which party will be responsible for any such areas of design and to confirm that the design of the whole works, without exclusion, will be covered by Professional Indemnity Insurance.

#### Tender Documents

Any discrepancies or ambiguities between the various sections of the Tender Documents are to be raised by the Contractor prior to a tender being submitted as no subsequent claim for additional costs will be considered.

#### Performance Bond and Parent Company Guarantee

The Contractor is required to give security by a Performance Bond from a reputable Bondsman which is a major insurance company or clearing bank satisfactory to the Employer for a sum equal to 10 per cent of the Contract Sum for securing the due and completed performances of the Contract and all of the obligations to which the Contractor may be liable under the terms of the Contract, or which the Employer may sustain about or concerning the Contract. The Performance Bond will be released following the issue of the Certificate of Practical Completion. The Contractor shall nominate the Bondsman which will stand security for the Performance Bond on the Form of Tender and include within his tender for the premium to be charged. The format of the Performance Bond to be used is that detailed in Appendix H of the Employer's Requirements and shall be provided within 7 days after being given instructions by the Employer to proceed with the works. The Contract shall pay all fees, premiums, and stamp duty due in connection with the Bond.

Where applicable the Contractor shall be required to provide a Parent Company Guarantee in lieu of a Performance Bond (subject to financial checks on the Parent Company). Upon execution of the Contract, the Contractor and any controlling Parent Company of the Contractor shall deliver to the Employer a Parent Company Guarantee from its ultimate Parent Company for its performance of the Employer's Requirements. The format of the Parent Company Guarantee to be used is that detailed in Appendix H of the Employer's Requirements

#### Planning Consent, Building Regulations and Statutory Authorities

An application for detailed Planning Approval has been made and has received approval subject to the S106 Agreement being signed. A copy of the Draft planning consent is included within Appendix C. The Contractor shall verify the approval with the Town Planners. The fees associated with obtaining the aforementioned planning applications are the responsibility of the Employer.

The Contractor is entirely responsible for ensuring that the development is carried out in accordance with consents granted by, and details submitted to the Local Planning Authority. Any additional fees brought about by the Contractor's Proposals will be borne by the Contractor. Prior to the units being handed over the Contractor must obtain written confirmation from the Local Planning Authority that all planning conditions and all reserved matters associated with the Planning Permission have been discharged.

The Contractor shall be responsible for discharging all Conditions contained in consents granted by the Local Planning Authority and obtaining all necessary approvals relating to Section Agreements, including submitting details to and obtaining the approval of the Employer. In addition the Contractor will be required to pay all costs incurred, including the lodging of monies and/or payment of Surety Bonds as required by the relevant Authority.

The Employer's Requirements shall not be deemed to constitute a level of specification that will satisfy the Planning Authority or any other Authority.

### DESIGN

#### Planning Consent, Building Regulations and Statutory Authorities (Cont'd)

Should any change to the Employer's Requirements or the Contractor's proposals become necessary for conformity with the terms of any permission, or approval made by decision of a relevant authority, the Contractor shall immediately inform the Employer's Agent in writing of their proposed amendments for complying. Following receipt of the Employer's Agents comments, the Contractor shall entirely at their own cost complete the design and construction of the works in accordance with the amendment.

Should compliance with the Building Regulations, the requirements of the Fire Officer or other body having jurisdiction with regards to the works require amendment to the design or layout of this contract, the Employer's approval is to be obtained thereto before it is effective. No adjustment will be made to the Contract Sum for such compliance provided that the regulation requiring such compliance was in force or promulgated prior to the submission of the tender.

Contrary to Clause 2.15.2 of the Conditions of Contract, compliance with decisions of the planning authority will not constitute a Change in the Employer's Requirements.

The Contractor will be required to arrange for all relevant documentation to be prepared in adequate time for the Employer to enter into any Wayleave Agreements, land lease agreements or the like regarding Statutory Authorities and mains service supply companies. The Contractor shall make due allowance within its programme for the Works to enable the Employer to complete any such agreements.

The Contractor shall obtain Building Regulation Approval and meet all development control requirements and allow for all costs incurred. Building Regulation approval shall be via the Local Authority Building Control Department.

The Contractor is to contact all Statutory Authorities and ascertain from them the position of their mains, both on and around the site and make any necessary allowances within its tender, including any diversion/removal/adaption works that may be required. The Employer reserves the right to prohibit building over existing services notwithstanding the granting of approval by others.

The Contractor shall meet all development control requirements including but not limited to Fire Officer's and Petroleum Officer's requirements, building licence and Local Authority

#### Party Wall, Party Fence, Line of Junction Agreements

**The Contractor will be responsible for** all party wall, party fence, line of junction etc. matters and serving and agreeing all necessary notices to adjoining owners and be responsible for all associated fees/costs.

The Contractor shall be responsible for providing all design and other information necessary to ensure the serving of all notices by the Party Wall Surveyor. In addition the Contractor shall be responsible for implementing the Awards or agreements and shall carry out all works in connection therewith including making the appropriate allowance within the contract period.

#### Rights of Light

Where applicable the Contractor will be responsible for all Rights of Light Matters including appointment of a Rights of Light Surveyor and service and agreeing all necessary notices and awards to adjoining owners. The Contractor shall ensure that the Employer has the rights to rely upon the report and shall issue the Employer with a copy once available.

#### Fire

Prior to Practical Completion, digital evidence of appropriate firestopping and passive fire protection shall be provided and approved by a suitably qualified, 3<sup>rd</sup> Party accredited Fire Consultant. The digital evidence shall be provided using an appropriate quality management system/industry recognised software. Where applicable the Employer will procure a Fire Risk Assessment for the Building and the Contractor will be required to rectify any areas as may be detailed in the report. The Employer reserves the right to refuse handover until an FRA is in place confirming that all works have been remedied and the Building is suitable for Occupation. All Regulatory paperwork is to be completed and provided by the Contractor such as EWS1 forms and information required in accordance with Regulation 38 or any other regulations as may be applicable at the time of handover.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### DESIGN (Cont'd)

#### Approvals

The Contractor will be required to ensure and to provide documentary evidence where required that the design, construction, testing, completion and commissioning of the works conforms to all relevant and current regulations and requirements including but not limited to:

- 1) The Building Regulations which are to include all recommendations.
- 2) Department of the Environment Circulars, Design Bulletins, Housing Development Notes and Domestic Energy Notes.
- 3) Current BSI British Standards and European Standards and Codes of Practice.
- 4) British Board of Agrément Certificates.
- 5) Building Research Establishment Digests, Guides and Housing Defects Prevention Unit: Defect Action Sheets.
- 6) Noise Insulation Amendment Regulations 1988.
- 7) National House Building Council requirements.
- 8) Institute of Electrical Engineers Regulations, latest Edition.
- 9) British Telecom requirements.
- 10) UK Power Networks requirements.
- 11) Electricity Council.
- 12) Anglian Water Byelaws and National Water Council requirements.
- 13) Post Office House Numbering.
- 14) Local Authority and LFCDA Regulations and Byelaws.
- 15) National Home Energy Rating Certification.
- 16) Homes England's latest edition of New Housing Standards.
- 17) Other documents listed in the Design Guide and Design & Technical Brief contained in Appendix D of this document.

Where any of the Employer's Requirements conflict with these regulations and requirements, the Contractor's tender will be deemed to include for complying with the above regulations, recommendations and requirements, or any re-enactment thereto.

The Contractor is to obtain written confirmation from the Local Authority confirming that all conditions contained in consents have been discharged, and that the works have achieved full Building Control Completion. The Contractor is to use all reasonable endeavours in order to achieve certification, two weeks prior to Practical Completion of the Works.

The Contractor shall provide for the opening up for inspection and the carrying out of such tests as are stated elsewhere in these Employer's Requirements and also such as are, in the opinion of the Employer, reasonably necessary to demonstrate that performance, materials and workmanship are in accordance with these Employer's Requirements and the Contractor's Proposals, or such further data as has been endorsed in accordance with clause 2.8 of the Conditions of Contract.

The Contractor shall provide all necessary information, test data (including interim and forensic test data), reports and certificates, carry out tests and arrange demonstrations, as necessary to satisfy the Employer with regard to any material component or equipment which is proposed for incorporation in the Works.

Such tests shall be undertaken in a testing laboratory acceptable to the Employer. The Employer's decision on the acceptability or otherwise of materials based on the results of each test properly carried out shall be binding.

The Contractor shall ensure, prior to handover, that all conditions, reserved matters and necessary agreements under but not limited to Sections 38, 104, 106, 278 or any re-enactment thereof are completed. The Employer reserves the right to withhold additional retention monies in the event that the Contractor is unable to comply with the above statement.

The Contractor shall advise the Employer of the need for any services, road sight line or other such aspect of the development that may require to pass over or through land not in the ownership of the Employer. It shall be the Contractor's responsibility to advise the Employer at the time of Tender of any restrictive covenants or the need for any Easements or Wayleaves that may be required. The contractor will be expected to make arrangements as necessary for completion of the documentation and works as required and pay any associated costs

### DESIGN (Cont'd)

#### Secured by Design

The Contractor is to liaise with the local crime prevention officer and is to ensure that he complies with the recommendations necessary and obtain "Secured by Design" Gold certification unless agreed with the Employer otherwise.

#### Fire Regulations

The Contractor is responsible for obtaining the approval of the Local Fire Office and Local Authority Fire Officer for the design, construction, testing and completion of the Works.

The Contractor shall take all necessary precautions to prevent personal injury, death and damage to the Works or other property from fire, and shall comply with 'Fire Prevention on Construction Sites', The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation published by The Building Employers' Confederation, The Loss Prevention Council and The National Contractors' Group. The Contractor shall provide reasonable facilities and access to the Employers' Insurers Surveyors to enable them to check compliance with the Code.

Prior to Practical Completion, digital evidence of appropriate firestopping and passive fire protection shall be provided and approved by a suitably qualified, 3rd Party accredited Fire Consultant. The digital evidence shall be provided using an appropriate quality management system/industry recognised software. Following Practical Completion Eastlight will carry out an independent FRA and liaison may be required between the Fire Consultants to agree if any further works are required by the Contractor at no additional cost to the Contract.

For all flats Regulation 38 Information and an EWS1 form is required to be provided regardless of building height or tenure.

#### NHBC Regulations/Certificates

The Contractor is to obtain 'NHBC Buildmark Choice including Contractors Insolvency, Professional Fees and Ancillary Costs and is to take out the additional 2 years warranty (to total 12 years) for all properties in the scheme. The Contractor shall allow for all costs in complying with this requirement.

The development will be required to be carried out in accordance with the requirements of the NHBC and will therefore need to comply with the warranty provider's manuals and guides and subsequent site inspections. The Contractor is required to undertake the development in strict conformity with all the current rules and requirements (both legal and technical) and maintain a record of visits from the Inspectors.

The Contractor shall obtain and forward all necessary certificates/documents from the NHBC to the Employer's Agent at the earliest possible date and at least a cover note for each of the respective dwellings is to be provided at Practical Completion.

The Contractor shall provide Warranty cover from NHBC or incorporating the following options: -

- 1) Major Structural Damage minimum claims threshold of £1,500; plus
- 2) Contractors Insolvency/Alternative Accommodation/Professional Fees
- 3) Additional 2 years cover to give a total of 12 years.

Where alternative insurance provider is offered by the contractor, LABC or Premier will be considered but the following minimum requirements will need to be achieved.

- 1) 10 Year Warranty, minimum claims threshold of £1,000; plus
- 2) Professional Fees
- 3) Alternative Accommodation/Loss of rent
- 4) Additional 2 years cover to give a total of 12 years

The Contractor will be required to give the NHBC, LABC or Premier inspector full access to the development site at all times for purposes of assessing the general quality and certain specific details in respect of the construction and generally inspecting the site and the works and materials thereon and maintain the NHBC, LABC or Premier Log Book for inspection.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### DESIGN (Cont'd)

#### NHBC Regulations/Certificates (Cont'd)

The Contractor will also be required to instigate action in respect of all matters raised by the NHBC inspector.

The Contractor shall agree to:-

- 1) Provide all design and specification information necessarily and reasonably required by the NHBC, LABC or Premier on request and at no additional charge to the Employer.
- 2) Consider matters of enquiry reasonably raised by the NHBC, LABC or Premier and, if appropriate, a professional response will be prepared at no additional charge. The Contractor will be required to purchase the appropriate NHBC, LABC or Premier manuals which may be of assistance and keep a copy on site.

The Contractor hereby acknowledges that no reliance shall be placed by the Contractor upon NHBC, LABC or Premier inspections, and the existence and implementation of the NHBC, LABC or Premier registration process does not reduce, vary or affect in any way whatsoever the requirements placed upon the Contractor to use all proper skills and care or other requirements as may be set out elsewhere in the Contract or as may exist at Common Law.

#### Energy Performance Certification

The contractor is to target an EPC 'A' rating. The Employer will not accept plots with an EPC of less than a 'B' rating.

To be provided by the Contractor in accordance with legislation applicable at Practical Completion.

The Contractor is to appoint and pay all fees to an accredited Domestic Energy assessor in order to obtain an Energy Performance Certificate (EPC) for each dwelling.

The EPC is to be provided with the 12 weeks' notice of Handover.

Should the EPC not be available 6 or 9 months for Shared Ownership or Open Market dwellings before handover, a Predicted Energy Assessment (PEA) must be provided instead with the EPC following at handover of the dwellings.

The Employer reserves the right to refuse handover of the dwellings should the EPC not be available at the time of Handover.

#### Photovoltaic Panels

Where PV panels are included in the design or considered by the contractor these need to be a minimum of 1.5kw. The contractor must provide details for the Employer to approve. Details to include current FIT rates and anticipated maintenance costs. FIT rates must exceed maintenance costs.

#### Development of Design

The Employer's Requirements and appendices establish the basis upon which the design, construction, testing, completion and commissioning of the works is to proceed.

The use of the term 'approved' or 'approval' throughout this document shall mean acceptance of general principle only and such 'approval' shall not relieve the Contractor of any contractual design responsibilities.

All materials and workmanship shall be the best available of their respective kinds and be fit for the purpose for which they are intended and shall comply with British Standards and/or relevant European Standards and/or Codes of Practice. In all cases the latest editions of such Standards and Codes of Practice shall apply.

Where and to the extent that materials, goods and workmanship are stated to be subject to the consent or approval of the Employer they shall comply with all other requirements of the Contract and shall either have the written consent of the Employer or match, with the consent of the Employer, a sample expressly accepted by him as a standard for that purpose.



### DESIGN (Cont'd)

#### Development of Design (Cont'd)

Where and to the extent, that any materials and workmanship necessary for completion of the Works contribute to the finished internal or external appearance of the Works the quality of materials and standards of workmanship whether specifically so described or not are to be subject to the consent of the Employer. In all such cases and also where the quality of materials or standards of workmanship are required by the Employer's Requirements or Contractor's Proposals to be subject to the consent of the Employer the same shall be to the reasonable satisfaction of the Employer. Full attention must be given to the aspect, location and nature of the site. The buildings shall be designed and constructed to accord with all regulations, codes and procedures with regard to safety.

The Tender Drawings and other information provided by the Employer and forming part of the tender documents are issued in order to assist in the preparation of tenders, and shall be regarded as indicative of the likely overall schematic envelope and parameters within which the Contractor is to develop the final design. Tenderers shall accept full responsibility for all design matters and shall satisfy themselves as to the accuracy of any such information provided.

No drawing, illustration, layout, schedule or specification or any other information whatsoever provided to the Contractor for tendering purposes shall alleviate or relieve the Contractor in any way from his responsibilities and liabilities under the Contract.

The Contractor is to note that drawings issued to the Employer will only be 'noted' or given 'no comments'. Neither of these comments shall alleviate nor relieve the Contractor in any way from his responsibilities and liabilities under the Contract. The Contractor will be required to produce a Drawings Issue and Comment Register and update this every month from commencement on site for issue to the Employer's Agent for information only.

The Contractor shall prepare and submit to the Employer an electronic copy, or as otherwise instructed, of all drawings, specifications, details, levels and setting out dimensions in accordance with the Contractor's Design Submission Procedure set out in Schedule 1 of the Contract and which are either: -

- 1) reasonably necessary from time to time to explain and amplify the Employer's Requirements, Contractor's Proposals and any Changes; or
- 2) reasonably necessary to enable the Contractor to execute and complete the design and construction of the Works and any Changes; or
- 3) stated to be prepared by the Contractor; on a date which will enable the Employer and Contractor to comply with the procedures without delaying the progress of the Works.

The Employer shall once in receipt of any such drawings, specifications, details, levels and setting out dimensions submitted or resubmitted by the Contractor advise the Contractor in writing of his comments (if any) thereon provided that the Employer shall not comment unreasonably or adversely on any such drawings, specifications, details, levels and setting out dimensions, which comply with the Statutory Requirements and with the standards of workmanship and materials specified therein or in the Employer's Requirements and Contractor's Proposals, or to be reasonably inferred there from.

If the Employer makes comment on any drawings, specifications, details, levels and setting out dimensions, the Contractor shall immediately take account of such comments in such drawings, specifications, details, levels and setting out dimensions and shall re-submit them to the Employer for his comment in accordance with the provisions of the foregoing and the Employer shall make comment to the Contractor provided that where the Contractor is of the opinion that any such comments are likely to adversely affect the design of the Works he shall not take account thereof but shall give notice of objection to the Employer and the Employer shall forthwith instruct the Contractor either to disregard or to take account of the comments to which the Contractor has objected and the Contractor shall comply with such instruction.



# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### DESIGN (Cont'd)

#### Development of Design (Cont'd)

The work shown on all drawings, specifications, details, levels and setting out dimensions shall become part of the Contractor's Proposals upon the date on which it is confirmed the Employer has no comments.

It shall be a condition precedent to the Contractor's entitlement to be paid for work executed or materials and/or goods supplied that the same shall be executed or supplied in submitted to the Employer under the provisions of the foregoing items.

On a date which will enable the Employer and Contractor to comply with all the foregoing provisions, the Contractor shall provide:-

- 1) Final versions of specifications
- 2) Amplification of proposals made with the tender
- 3) General arrangement drawings
- 4) Any necessary calculations
- 5) Detailed working drawings.

During the course of the work the Contractor shall provide:-

- 1) Any necessary certificates to demonstrate compliance with these requirements.
- 2) Such samples of materials and workmanship as are necessary to enable the Employer to make a choice on finishes and colours.

Prior to pre handover inspections by Employer:-

- 1) The Contractor is to provide evidence that he has snagged the dwellings and carried out a de-snag of the items identified. If this information is not available prior to the Pre handover inspections the inspections will be postponed until evidence is provided.
- 2) If postponing inspections delays practical completion of the work no extension of time will be issued and the contractor will be responsible for all costs of temporary housing incurred.

The Contractor will be responsible for ensuring strict compliance with the planning consent granted by the Planning Authority and for obtaining any further planning consents and any necessary amendments thereto and for obtaining Building Control approval and all other consents and Statutory Approvals following acceptance by the Employer of the Developed Design and for paying all fees and charges in connection therewith excluding the legal costs of the Employer in association therewith.

The Contractor shall be permitted to put forward alternatives/deviations from the Employer's Requirements/Design & Technical Brief for consideration by the Employer. Proposals made will be accompanied by the relevant cost implications and must not result in a new planning consent nor cause undue delay to the commencement and completion dates.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### Design Responsibility

The Contractor is to be responsible for the design of the whole Works including temporary works and any off site works in accordance with these Requirements including preparing all drawings and other documents necessary for the proper and timely completion of the Works, and all drawings and documents necessary to explain their Proposals and paying for all costs so incurred.

The detailed design must achieve the criteria set out in this document. The responsibility of the Contractor for the design of the work is absolute and will not be limited by compliance with any comments issued by the Employer's Agent in the inspection of the design or site inspection.

In addition the Contractor's design shall comply in all respects with the requirements of the Construction (Design and Management) Regulations 2015 insofar as these extend to Designers and persons directing Designers. Information relating to the Contractor's design shall be utilized in adapting and extending the Health and Safety Plan and File produced under these Regulations and shall be passed to the Principal Designer at the appropriate times and in the appropriate form.

In connection with the design work produced to date by the consultants under the direction of the Employer, the Contractor acting as Principal Contractor is to ascertain from the Principal Designer the extent to which the design has been completed in accordance with the requirements of the Construction (Design and Management) Regulations 2015. It is to notify the Client names under these Regulations at least 14 days prior to commencement of the Works if it believes that the Regulations have not been complied with.

The Contractor shall appoint his own Design Team for the development of the detailed design of the contract. This team shall include an Architect, Engineer and other specialists as required. The Contractor will be required to state which party will be responsible for any such areas of design and to confirm that the design of the whole works, without exclusion will be covered by Professional Indemnity Insurance. The Employers preference is for the planning stage Architect to be retained and engaged by the Contractor, the Architect however will not be novated. The design liability will be entirely the Contractors responsibility.

Progress meetings chaired by the Employer's Agent will be held at minimum monthly intervals throughout the contract and are to be attended by the Contractor, his Consultant Architect and other Design Team representatives where requested, the Employer, his Agent and Professional Advisers. A Schedule of proposed meeting dates and times will be proposed prior to commencement of works on site.

### Copyright

In accordance with the provisions of the current Copyright Acts, copyright in all specifications, design briefs and any other documents provided to the tenderer will remain the property of the Employer and the confidentiality of the said documents shall be respected.

### Eastlight Community Homes Design & Technical Brief

The Contractor's attention is drawn to the specific requirements of the Design Guide and Design & Technical Brief included in Appendix D which is applicable in this contract. In the event of a discrepancy between the Employer's Requirements and the Design Guide and Design & Technical Brief, the requirements of the latter shall apply.

### Homes England's New Housing Standards Review Documents

The Contractor's attention is drawn to the requirements of the current edition of the New Housing Standards published by Homes England. The Contractor's Proposals are to comply with the New Housing Standards. Consideration shall be given to achieving compliance with the maximum number of items contained therein.

### Ecology

The Employer has obtained an Ecological Survey of the site which is included in Appendix E. The Contractor is advised to adopt the recommendations referred to therein

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACT

#### Contract Documents

The Contractor shall not divulge or use any documents in connection with this Contract except for the purposes of this Contract. The Contractor as Beneficial Owner hereby grants to the Employer an irrevocable royalty free non-exclusive Licence to use and reproduce all drawings, specifications and other documents and information of any kind which have been or are to be written, originated or made by or for the Contractor pursuant to the Contract, for any purpose relating to the works including without limitation the execution, completion, promotion, sale, letting, management, maintenance, repair, refurbishment or alteration of the works or any part thereof but nothing herein contained shall permit the use of any such drawings, specifications, documents and information prepared by or on behalf of the Contractor, for any purpose other than that for which they were originally prepared or provided.

The Contractor's attention is drawn to the Schedule of Amendments included in Appendix F of the Employer's Requirements and which will be appended to the Contract.

It is a requirement that this Contract shall be executed as a Deed.

#### Form of Contract

The Articles of Agreement to be entered into and the Conditions of Contract will be those issued by the Joint Contracts Tribunal and described as the Design and Build Contract 2016 Edition, subject to the Schedule of Amendments included in Appendix F of the Employer's Requirements and which will be appended to the Contract.

The Contractor is referred to the full text of the Contract clauses, and is to include any costs occasioned by compliance with the Condition of Contract together with amendments and additions thereto which he shall be deemed to have examined and read in full.

The Contractor shall note that subject to the Schedule of Amendments, the Recitals, Articles and Contract Particulars are to be completed as follows:

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE

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### Recitals

#### First Recital

Insert:

"2 Nr 2 bed 4 person Houses for rent, 2 Nr 2 bed 4 person houses for Shared Ownership, 2 Nr 3 bed 6 person houses for rent at land off Road Name, Town, County together with associated drainage, external works, parking, landscaping, external services and any other on or off site works".

at

"Land off Road Name, Town, County".

### Articles

#### Article 2

Insert:

TBC (£TBC)

#### Article 3

Insert:

"Employers Agent Company Name"

of

"Employer's Agent Address"

#### Article 5

Insert:

"Principal Designer Company Name"

of

"Principal Designer Address"

#### Article 6

Insert:

The Contractor

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### CONTRACT (Cont'd)

#### CONTRACT PARTICULARS

##### Part 1: General

CLAUSE ETC.	SUBJECT	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	Description of Sections (if any)	Not Applicable
Sixth Recital	Framework Agreement (if applicable)	Not Applicable
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 Named Sub-Contractors	Supplemental Provision 1 does not apply
	Valuation of Changes – Contractor's estimates	Supplemental Provision 2 does not apply
	Loss and expense – Contractor's estimates	Supplemental Provision 3 does not apply
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 Acceleration Quotation	Supplemental Provision 4 applies
	Collaborative working	Supplemental Provision 5 applies
	Health and safety	Supplemental Provision 6 applies
	Cost savings and value improvements	Supplemental Provision 7 applies
	Sustainable development and environmental considerations	Supplemental Provision 8 applies
	Performance Indicators and monitoring	Supplemental Provision 9 applies
	Notification and negotiation of disputes	Supplemental Provision 10 applies
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	<p>Employer's nominee</p> <p><b>xxx of Eastlight Community Homes</b></p> <p>Contractor's nominee</p> <p><b>To be Confirmed</b></p> <p>or such replacement as each Party may notify to the other from time to time</p>

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

CLAUSE ETC.	SUBJECT	
Article 4	Employer's Requirements	Employer's Requirements for Design and Construction of xnr Dwellings at land off Road Name, Town, County dated Month Year
Article 4	Contractor's Proposals	Contractors Proposals for xnr new dwellings at land off Road Name, Town, County dated <b>To be Confirmed</b>
Article 4	Contract Sum Analysis	The Contract Sum Analysis set out in Section 2.2 of the Employer's Requirements
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	10 days prior to the tender return date
1.1	BIM Protocol	Not Applicable
1.1	Date for Completion of the Works	<b>To Be Confirmed</b>
1.7	Addresses for service of notices by the Parties	Employer: Eastlight Community Homes Eastlight House Charter Way Braintree Essex CM77 8FG  Contractor: <b>To be Confirmed</b>
2.3	Date of Possession of the site	<b>To Be Confirmed</b>
2.4	Deferment of possession of the site	Clause 2.4 applies. Maximum period of deferment (if less than 6 weeks) is 6 weeks
2.17.3	Limit of Contractor's liability for loss of use etc. (if any)	No limit
2.29.2	Liquidated damages	At a rate of <b>£xxx</b> per week
2.35	Rectification Period	12 months from the date of practical completion of the Works
4.2, 4.12 and 4.13	Fluctuations Provision	No Fluctuations Provision applies
4.6	Advance payment	Clause 4.6 does not apply
4.6	Advance Payment Bond	An advance payment bond is not required
4.7.1	Method of payment – alternatives	periodically in accordance with Alternative B (clause 4.13)
4.7.2	Interim Payments – Interim Valuation Dates	<b>Day Month</b> , and thereafter the same date in each month or <b>subsequent</b> Business Day

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

CLAUSE ETC.	SUBJECT	
4.15.4	Listed Items – uniquely identified	Not Applicable
4.15.5	Listed Items – not uniquely identified	Not Applicable
4.17	Contractor's Retention Bond	Clause 4.17 does not apply
4.18.1	Retention Percentage	3 per cent
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document  <b>[Contractor to advise]</b>
6.4.1.	Contractor's Public Liability Insurance – injury to persons or property	£5,000,000.00
		Insurance cover (for any one occurrence or series of occurrences arising out of one event)
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event and shall be maintained until the expiry of the Rectification Period.  £5,000,000.00
6.7 and Schedule 3	Insurance of the Works – Insurance Options	Schedule 3:  Insurance Option A applies
6.7 and Schedule 3 Insurance Option A	Percentage to cover professional fees	15 per cent
6.7 and Schedule 3 Insurance Option A	Annual renewal date of insurance	<b>To Be Confirmed</b>
6.7 and Schedule 3 Insurance Option C		Not Applicable
6.10 and Schedule 3	Terrorism Cover	<b>Pool Re Cover</b>
6.15	Professional Indemnity insurance	
	Level of cover	Amount of indemnity required relates to claims or series of claims arising out of one event and is £5,000,000.00
	Cover for pollution and contamination claims	is required with a limit of indemnity of £5,000,000.00
	Expiry of required period of Professional Indemnity insurance is	12 years from the date of practical completion of the Works
6.17	Joint Fire Code	The Joint Fire Code <b>applies</b>
6.20	Joint Fire Code – amendments/revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

CLAUSE ETC.	SUBJECT	
7.2	Assignment/grant by Employer of rights under clause 7.2	Clause 7.2 applies
7.3.1	Performance Bond or Guarantee from Bank or other approved Surety	Is required
	The required form of the bond or guarantee is set out in	Appendix H of the Employer's Requirements
	Initial value	10 per cent of the Contract Sum
	Period of validity	The date of practical completion of the whole of the works
7.3.2	Guarantee from the Contractors parent company	Is required if no Performance Bond is proposed
	Parent Company's name and registration number	To Be Confirmed
	The required form of the guarantee is set out in	To Be Confirmed
7.4	Third Party Rights and Collateral Warranties	Collateral Warranties are required in the form set out in Appendix G of the Employer's Requirements and are required from all parties with a design input
8.9.2	Period of suspension	2 months
8.11.1.1 to 8.11.1.6	Period of suspension	2 months
9.2.1	Adjudication Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act	The Royal Institution of Chartered Surveyors
9.4.1	Arbitration - appointer of Arbitrator (and or any replacement)	President or a Vice President: Not Applicable



### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

#### Part 2: Third Party Rights and Collateral Warranties

Clauses 7A to 7E shall be deleted as amended by the Schedule of Amendments included in Appendix F of the Employer's Requirements, and which will be appended to the Contract.

Collateral Warranties are required in the form as detailed in Appendix G of the Employer's Requirements. This Section details the Form of Warranty, and the Contractor shall use all reasonable endeavours to enter into the Agreement within 21 days of receipt of the Employer's Notice. Collateral Warranties are required from any Consultant or Sub-Contractor employed by the Contractor to design any part of the Works including PCC Floor, Frame, Roof Truss, Mechanical and Electrical Sub-Contractors, Architect and Engineer and are for the benefit of Eastlight Community Homes. Collateral Warranties should be fully transferable for Open Market units upon completion of the sale for the benefit of the purchaser. Collateral Warranties for Architect and Engineers need to be in place within one month from start on site date. Failure to do so will result in deduction of 10% against payment of the respective works package.

The following clauses are in explanation or emphasis of matters referred to in the Conditions of Contract together with amendments and additions thereto.

#### Section 2 – Clause 2.26 – Extension of time

With regard to Clause 2.26.8 an Extension of Time will only be considered for delays caused by exceptionally adverse weather which shall be construed as meaning adverse weather over and above that which might reasonably be expected having due regard to the time of year and to the period of the particular aspect of works which is delayed.

The Contractor shall order all materials and goods and place all Sub-Contracts as soon as possible after signing the Contract as he deems necessary to ensure the prompt and timely delivery of materials and goods and commencement of Sub-Contractor's work to suit the building operation. He shall obtain written confirmation of delivery dates of materials and goods and of the commencement of Sub-Contractors' work. The Contractor will be held solely responsible for any delay occasioned by his failure to comply with the requirements of this clause.

The Contractor shall ensure that all Contracts for the supply of or the supply and fixing of materials or goods provide for the property in such materials or goods upon delivery to site to pass unconditionally to the Contractor.

#### Section 3 – Clause 3.1 – Access for Employer's Agent etc.

The Contractor shall provide and maintain proper and suitable arrangements for easy access to all and every part of the works for inspection at all reasonable times.

Allow for providing all necessary protective clothing for use by the Employer, Employers Agent and their representatives when visiting the site including:

- 1) safety helmets to relevant British Standards, neither damaged nor time expired;
- 2) fluorescent jackets or equivalent waterproof coats;

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

#### Section 4 - Payment

With each Application for Interim Payment the Contractor shall provide the Employer's Agent with a fully priced breakdown of his application, all to be set out in accordance with the Contract Sum Analysis.

With each Application for Interim Payment, the Contractor shall provide the Employer's Agent with a quantified list of all materials on site showing the unit cost of his materials.

With each Application, the Contractor shall supply details of those products not incorporated into the works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values. When requested provide evidence of the product's freedom of reservation of title.

The Contractor shall submit reasonable proof that the property is vested in the Contractor.

The Contractor shall include in the valuation a copy of the contract of sale and a written statement from the supplier or sub-contractor will be required confirming that any conditions of the sale relating to the passing of the property have been fulfilled and the products are not subject to any encumbrance or charge.

The Contractor is to note that Contract payments cannot be made unless the Contractors invoice is received.

Fixed charge items will be valued as and when the charge is properly incurred

Time related items will be expressed as a percentage of the Contract Sum excluding the value of all preliminaries items and provisional sums. This percentage will be added to the value of the work properly executed and referred to in clause 4.13 of the Conditions of Contract excluding the value of changes. This method of valuing preliminary items is for the purposes of Interim Payments only and shall not be construed as setting a precedent for adoption in the valuation of changes.

With regard to Part II of the Housing Grants, Construction and Regeneration Act 1996 Section 110 (2) and Part 8 of the Local Democracy, Economic Development and Construction Act 2009 Section 143, the requirement for the giving of notice by the Employer not later than five days after the due date the notice is deemed to be covered on the Employer's behalf by the issue of the Employer's Agent Certificate for Payment and a statement of the basis on which the amount due is calculated.

#### Section 4 - Fluctuations

The Contractor's attention is particularly drawn to the fact that this will be a "fixed price contract" and that no adjustment will be made for fluctuations requisite including any increases in applicable taxation.

### CONTRACT (Cont'd)

### CONTRACT PARTICULARS (Cont'd)

#### Section 6 - Insurances

The Contractor is to provide the Employer with a certified letter from their insurers/broker that the insurances are current and fully comply with the specific requirements of Section 6 as appropriate and do not contain any exclusions contrary to the requirement of the Contract Conditions.

The Contractor is to present the insurance policies required by the Contract to the Employer before exchange of contracts. The policies should be accompanied by a covering letter from the Insurance Company or Broker confirming that the requirements of the Contract are fully covered. The Contractor should maintain such insurances for the duration of the project and should show evidence of their maintenance to the Employer upon request.

Before starting work on site submit to the Employers Agent documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.

The Contractor shall give notice in writing to the Employer if any event occurs which 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, the Contractor shall indemnify the Employer against any loss which may be caused by failure to give such notice.

If any event occurs which 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, the Contractor shall forthwith give notice in writing to the Employer, the Employer's Agent and the Insurers. Indemnify the Employer against any loss, which may be caused by failure to give such notice.

The Contractor will be required to take out and maintain a Joint Names Policy in respect of Clause 6.4.1.2 insurance for such amount of indemnity as stated in the Contract Particulars.

The Employer requires that the design liability of the Contractor under clause 2.17 of the Form of Contract as amended shall be insured by means of an acceptable Professional Indemnity Insurance policy covering the liability the Contractor shall have in respect of any defect or insufficiency in such design and the like liability to the Employer as would an architect or other appropriate professional designer would have under a separate contract with the Employer.

Without prejudice to his obligations under the Contract or otherwise at law, the Contractor is to take out and maintain, or require his Design Consultants to take out and maintain, for a period of 12 years from the date of Contract or for as long as such insurance remains available at reasonable commercial rates, design liability insurance cover with a limit of indemnity of not less than £5 million for any one occurrence or series of occurrences arising out of any one event in respect of any negligence by the Contractor or any sub-contractor or supplier or consultant employed by the Contractor in the design of any work, goods or materials pursuant to the contract. The whole of the design liability of the Contractor and his design consultants is to be insured without exclusion by means of an acceptable Professional Indemnity Insurance Policy covering the Contractor's legal liability for neglect, omission or error.

The Contractor's attention is drawn to the necessity to ensure that the provisions of his insurance policy are adequate to cover the actual cost of replacement or repair at any times during the currency of the contractual commitment and he should make due allowance for the effects of inflation on the cost of the Works.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS

#### Fees

The responsibility for payment of fees for this project are as follows:

1) To be paid for by the Employer:

- Fees of the Employer's Agent and Principal Designer.
- Fees in obtaining detailed Planning Permission including preparation of initial design.
- Fees for obtaining Topographical Survey.
- Fees for obtaining Ecological Report.
- Fees for obtaining Ground Investigation Report.
- Fees of the Party Wall Surveyors.

2) To be paid for by the Contractor:

- All fees and charges in connection with obtaining all further necessary Planning Approvals and Agreements in connection with the proposed works including, but not limited to, any commuted sums and clearing reserved matters.
- All Building Regulations fees.
- All fees for the preparation of the Contractor's Proposals including all drawings, quantities, etc.
- All post contract professional fees excluding item 1.1 above.
- Fees for all site surveys, soil reports, soakage tests, structural surveys etc. to be undertaken by the Contractor in addition to those listed to be paid for by the Employer.
- All fees and charges in connection with, but not limited to, Stopping up Orders and Easements.
- All fees, charges and capital contributions levied by all Local Authorities, Statutory Bodies, and/or Privatised Providers of Public Utilities and all costs in respect of providing bonds for Section Agreements with Local Authorities and other Statutory Bodies
- Payment of any commuted sum(s) required by the Local Authority to facilitate the adoption of communal space, drainage, lighting etc.
- All fees and charges in connection with the adoption of roads, footpaths, sewers and public areas.
- All fees and charges in connection with obtaining Insurances, Guarantee Bonds and Warranties.
- All fees and charges in connection with the NHBC requirements.
- All fees and charges in connection with obtaining Energy Performance Certificates.
- All fees for the preparation of "as built" drawings, Health and Safety Files, Operation and Maintenance Manuals and any other documents on completion.
- All fees and charges in connection with the Ecological requirements as detailed in the planning permission and these Employers Requirements
- Any other fees payable which are not listed to be paid for by the Employer.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS

#### Collateral Warranties

The Contractor will be required to provide to the Employer and obtain on behalf of the Employer Collateral Warranties from any Consultant or sub-Contractor employed by the Contractor to design any part of the Works. The Form of Agreement for Collateral Warranty is included in Appendix G. The Contractor's attention is drawn to the fact that professional indemnity insurance and/or product liability insurance (as appropriate) in an amount of not less than **five million pounds** will need to be provided and maintained for a period of twelve years provided that such insurance is available at commercially reasonable rates and terms and that a copy of the Warrantors Contract is to be attached to the Collateral Warranty.

Collateral Warranties shall be in place prior to the commencement of the relevant sub-contract works on site and prior to any payment being made to the Contractor in respect of those sub-contract works.

Each Collateral Warranty will be executed as a Deed.

#### Performance Bond

The Contractor is required to give security by a Performance Bond from a reputable Bondsman satisfactory to the Employer for a sum equal to 10 per cent of the Contract Sum for securing the due and completed performances of the Contract and all of the obligations to which the Contractor may be liable under the terms of the Contract, or which the Employer may sustain about or concerning the Contract. The Performance Bond will be released following the issue of the Certificate of Practical Completion. The Contractor shall nominate the Bondsman which will stand security for the Performance Bond on the Form of Tender and include within his tender for the premium to be charged. The format of the Performance Bond to be used is that detailed in Appendix H of the Employer's Requirements and shall be provided within 7 days after being given instructions by the Employer to proceed with the works. The Contract shall pay all fees, premiums and stamp duty due in connection with the Bond.

#### Parent Company Guarantee

Upon execution of the Contract, the Contractor and any controlling Parent Company of the Contractor shall deliver to the Employer a Parent Company Guarantee from its ultimate Parent Company for its performance of the Employer's Requirements in a format to be agreed with the Employer's Agent

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Existing Premises in Use

The Contractor is to note that the surrounding buildings, access roads and footpaths will be in constant use during the progress of the Works and he will be required to execute the Works, arrange for deliveries to and cartage from the site so as to cause the minimum of inconvenience to others.

#### Contract Sum Analysis

The Contractor shall prior to taking possession of the site provide and agree with the Employer's Agent a detailed breakdown of each element within the Contract Sum Analysis for valuation purposes.

A Valuation will be agreed on the Date of Possession to cover pre-contract design fees and other on-costs incurred by the Contractor, subject to receiving receipted invoices, the Contractor Insolvency cover and Performance Bond being in place and the contract documents being signed by both parties. The remainder of the design fees and on-costs will be valued and included on contract payments as and when they occur.

#### Cashflow Forecast

The Contractor will be required to prepare and issue to the Employer's Agent Cashflow Forecasts (including cumulative monthly totals for the duration of the Contract) as follows:

- 1) Prior to the commencement of the works on site.
- 2) Monthly intervals during the contract period.

#### Programme

As soon as the Contractor is notified of the acceptance of his tender, he will be required to prepare a detailed programme in the form of a Gantt chart, showing his proposals for executing the whole of the works complete with dates for each operation. The programme shall show the critical paths between activities in it and the paths shall be updated by the Contractor to reflect changes in the activities. The programme must include, but is not limited to:

- 1) Planning and mobilisation by the Contractor.
- 2) The need to give reasonable notice to the Employer's Agent of Contractor's requirements in respect of detailed instructions etc. relating to each part of the work programme.
- 3) The need to place orders with Specialist Sub-Contractors and Suppliers as soon as possible for the proper co-ordination of the work.
- 4) The need to place orders for materials in due time.
- 5) The need to provide a time contingency in respect of adverse weather conditions.
- 6) The need to co-ordinate the activities of Contractors or others employed direct.
- 7) The detailed commissioning programme for all services.
- 8) The dates for holidays proposed to be taken.
- 9) All matters relating to Party Wall and Boundary Wall Awards.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Programme (Cont'd)

The programme is to be kept up to date by recording progress monthly and it is to be reviewed to take into account the effect of the latest information available on activities completed and any changes in the plan or in the activities in progress or not yet started.

In accordance with the CDM Regulations, The Employer has recommended a minimum of 28 calendar days as being required for the contractor to plan and prepare before construction commences on site but site set up, clearance, enabling works and setting out may commence after 21 days into this period.

The programme will be a linked bar chart programme. The critical paths must be clearly shown on the linked bar chart.

In preparing and in updating his programme the Contractor shall take account of the periods stated in clause 2.8 of the Conditions of Contract.

The Contractor shall also show on this programme each stage of both the design and construction of the various elements of the works so as to illustrate the latest dates by which instructions requiring changes can be accommodated in each part of the Works without affecting the completion (of any Section) thereof. Thereafter, the Contractor shall amend and revise the programme as required by the Conditions of Contract and as required by the Employer. In so doing, the Contractor shall obtain from all Sub-Contractors and statutory bodies and use his best endeavours to obtain from all Contractors referred to above (including those made known to him during the course of the Contract) any updating in their progress or programme which has occurred or is likely to occur and incorporate this in the revised master programme.

The Contractor shall record progress on a copy of the programme kept on site. If any circumstances arise which may affect the progress of the Works, he shall put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time shall amend or prepare individual target programme to show how the programme is to be recovered.

In order to ensure that at the Practical Completion stage the Contractor can offer a completed building in full compliance with the Contract specification and drawings, the Contractor's programme must be based on the works being completed prior to that date to allow time for the following activities to be undertaken and completed:

- 1) Outstanding defects and/or incomplete work.
- 2) All test certificates together with the O&M Manuals and Health and Safety file to be included in a Building Manual.
- 3) Air leakage and acoustic tests (where applicable) that are to be carried out by the Contractor in compliance with the Building Regulations and the completion of remedial works arising.
- 4) Any works for the commissioning and testing of services, plant and equipment.
- 5) Completion Log Book in accordance with part L of the Building Regulations (where applicable).
- 6) Building Control and NHBC Completion Certificates.
- 7) Written confirmation from the Planning Authority that all Planning Conditions have been fully met.

No agreement or approval by the Employer's Agent of any programme shall release the Contractor from his responsibility to complete the whole of the Works by the Date for Completion stated in the Contract, or such further period as may be expressly granted by the Employer under the Contract Conditions.

No agreement or approval by the Employer's Agent of any programme will incur any additional costs associated with acceleration or re-sequencing of the works.



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Drawings

The Contractor shall keep one copy of all current drawings and specifications on site at all times throughout the Contract Period, together with a copy of the Contract Documents.

The Contractor shall provide electronic copies of all construction drawings to the Employer and one set to each of his Agents, as they are issued throughout the duration of the Contract but always at least four weeks before any element they contain is constructed on site.

The Contractor shall provide one complete set of all 'as-built' drawings and specification manuals to the Employer and one digital set to the Employer's Agent, at Practical Completion.

The Contractor is to supply at an early date, layout drawings for each room, including kitchen layouts with the location of services overlaid and cubic capacities noted.

A furniture layout will be required to demonstrate that the Employer's Design and Technical Brief have been met.

The following draft layouts are required by the Employer at least 1 month prior to the Contractor placing work/material orders, for comment; (The Contractor shall remain fully responsible for ensuring compliance with all technical requirements).

- 1) Detailed Kitchen plans (including total volume of units)
- 2) Electrical, plumbing and heating plans
- 3) Landscape drawings detailing adopted/un-adopted areas
- 4) Coordinated kitchen and services layouts and elevations, including MVHR ducting, extracts and intakes

The Contractor shall assume responsibility for the preparation of all design and working drawings and for ascertaining the correct information for the preparation of such drawings.

All drawings prepared by the Contractor are to comply with the Employer's Requirements, drawings and details and shall be coded with reference to those drawings.

Contractors must notify the Employer's Agent when their proposals vary from the Concept Drawings or their proposals or where there is uncertainty as to what is required. In these instances, written approval that there is no comment on the change must be issued by the Employer's Agent

The Contractor shall include for the uplift specification for Shared Ownership and Open Market dwellings as per Appendix K and the Shared Ownership and Open Market specification finishing template shall be used for comment / approval by the Employer.



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Maintenance of Existing Services

Allow for all precautions to secure all existing drainage connections, water, electric and gas mains, telephone cables, services and lines from damage by or through carrying out of the Works. In the event of any such mains, cables, services or lines being found in the way of the work or otherwise requiring attention or removal, the Contractor must protect same from damage and give notice to the Authorities or persons concerned and arrange for the lowering, diversions or removal, of such mains, cables, services or lines as may be necessary at no additional cost to the contract.

#### Emergency Telephone Number and Service

The Contractor will be required to inform the Employer's Agent of a name and telephone number on which he can be contacted at any time for all cases of emergency from the Date of Possession until the end of the contract period.

The Contractor will be required to immediately inform the Employer's Agent with regard to any changes in name and telephone number as above and to provide all required labour, materials, plant and the like to carry out any emergency repairs that are the responsibility of the Contractor.

#### Site Meetings

Site meetings chaired by the Employer's Agent will be held at minimum monthly intervals throughout the contract and are to be attended by the Contractor, his Consultant Architect and, where requested, his Design Team representatives, the Employer, his Agent and Professional Advisers. A Schedule of proposed meeting dates and times will be proposed prior to commencement of works on site. The Employers Agent will be responsible for the prompt preparation and distribution of Agendas and Minutes to formally review progress, obtain an update on current activities, difficulties and amendments.

#### Contractors Report

The Contractor is to submit a Progress Report to the Employer's Agent at least two working days before each site meeting (or at minimum monthly intervals). The Report is to include but not be limited to:

- 1) Contract Completion Date. With note of any extension of time agreed or now claimed, with reasons.
- 2) Progress Programmed and Progress Achieved. With comments and reasons where behind programme and note of action being taken.
- 3) Details of any matters materially affecting the regular progress of the works.
- 4) Anticipated works in forthcoming period before the next site meeting.
- 5) Labour, Plant and Materials. Note on any shortage and action being taken.
- 6) Sub-Contracts. Note of any difficulties or delays, with action being taken. An update on the procurement of Warranties.
- 7) Information Required. Note of any information or instructions required.
- 8) Number of Persons in all trades working on site.
- 9) Recorded weather.
- 10) Health and Safety at work and CDM matters affecting the Health and Safety Plan and/or File.
- 11) An update on Planning, Building Control and NHBC matters including presentation of Site Inspection Records.
- 12) Schedule of Employer's Instructions issued.
- 13) Progress photographs.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Contractors Report (Cont'd)

The Contractor and such sub-contractors as are in the opinion of the Contractor appropriate to the problem in hand, shall attend any meeting called by the Employer's Agent to receive and consider the Contractor's progress report and to discuss any matter to which the Employer's Agent wishes to draw the Contractor's attention.

#### Sundry Documents

All operation and maintenance manuals, manufacturer's literature relating to products used in the Works and record drawings are to be handed over to the Employer's Agent before Practical Completion can be considered.

The Contractor shall have prepared and hand to the Employer at final Practical Completion, in a format and style agreed with the Employer, electronic copies of a comprehensive Employers Information Pack. **If any of this information is not available at handover the employer reserves the right to refuse to take handover.** The information required as a minimum is :-

- 1) A hard copy and electronic copy of the Home User Guide for each dwelling type (if appropriate).
- 2) A copy of the Basic Operating Guide for each property.
- 3) H&S file as per the detailed in this document. Where documentation is included in the H&S file further copies are not required if they are listed in this section.
- 4) Maintenance procedures for any element of the scheme requiring regular maintenance, including heating systems and controls, electrical systems etc.
- 5) A schedule of all sub-contractors and suppliers together with their addresses and telephone numbers.
- 6) Sub-Contract/Supplier and equipment/appliance guarantees.
- 7) Secured by Design certificates.
- 8) Test certificates for Electrical Installations.
- 9) Building Control completion certificates.
- 10) NHBC/LABC/Premier warranty cover notes.
- 11) Correspondence from Local Planning Authority confirming discharge of planning conditions and reserved matters
- 12) Emergency contact telephone number
- 13) Commissioning Certificates from approved installers of heating and from approved commissioners of MVHR systems.
- 14) Forensic and compliant air pressure test results/certificates/reports (including leak detection surveys and calculations of tested airtightness volume)
- 15) Acoustic certificates and reports.
- 16) EPC (not PEA) for each property to be handed over
- 17) ASHP Commissioning Certificates (dated not more than 1 month prior to the handover date)
- 18) MVHR Commissioning Certificates (dated not more than 1 month prior to the handover date)

**All certificates are to be the originals.**

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Conveyance Drawings

For any dwellings that are classed as 'Shared Ownership and or Open Market sale, the Contractor is to provide drawings as required by the Employer suitable for conveyancing purposes no later than six months for Shared Ownership properties and nine months for Open Market properties prior to Practical Completion. Should the marketing plans and conveyance plans not be available within the stated timeframes prior to practical completion the Employer reserves the right to complete the plans by a third party and charge the costs against retention monies.

The Contractor is referred to Land Registry Practice Guide 41 supplement 5 and HM Registry practice leaflets 7 and 14 for guidance as to the format of conveyance drawings, the drawings should include the following information: -

- 1) 1 Nr drawing showing the Site layout at 1:500 scale, including the north point, surrounding roads and boundaries and showing the dwelling edged in red in relationship to the whole development. Any parking spaces being sold with the dwelling should also be edged in red. Any dwellings that have the use of a parking space, but are not being sold with the dwelling have space edged in blue.
- 2) 1 Nr drawing showing the individual dwelling layout at 1:50 scale, with site boundaries edged in red as necessary and T-marks to denote fence ownership. Any dwellings being sold with a private garden/terrace should also have this space edged in red.

Marketing Plans are to be provided for each Shared Ownership and Open Market unit and are to include CGI's; Site layout; Unit layout with dimensions; Elevation drawings.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Maintenance Guides

At the time of handover, the Contractor shall supply to the Employer copies of operating and maintenance manuals describing the correct operation and maintenance of all relevant elements of the Works. In particular, the guides should fully explain and detail all areas of the mechanical and electrical installation services including where appropriate, the following information: -

- 1) A full technical description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
- 2) A technical description of the mode of operation of all systems including controls.
- 3) Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
- 4) A photo-reduction of all record drawings to A3 size together with an index plus originals in DWG format and PDF copies.
- 5) Legend for all colour-coded services.
- 6) Schedules (system by system) of plant, equipment, valves, etc. stating their locations within the building, duties and performance figures. Each item of plant, equipment, valves etc., installed shall have a unique code number cross-referenced to the record and diagrammatic drawings and schedules.
- 7) The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- 8) Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed drawings, electrical circuit details and operating and maintenance instructions.
- 9) A copy of all Test Certificates including (but not limited to electrical circuit tests, corrosion tests, type tests, works tests, start and commissioning tests) for the installations and plant, equipment, valves etc., used in the installations.
- 10) A copy of all manufacturers' guarantees or warranties.
- 11) Starting up, operating and shutting down instructions for all equipment and systems installed.
- 12) Control sequences for all systems installed.
- 13) Schedules of all fixed and variable equipment settings established during commissioning.
- 14) Procedures for seasonal changeovers.
- 15) Detailed recommendations as to the preventative maintenance, frequency and procedures which should be adopted by the Employer to ensure the most efficient operation of the systems.
- 16) Lubrication schedules for all lubricated items of plant and equipment.
- 17) A list of normal consumable items.
- 18) A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- 19) Procedures for fault findings.
- 20) Emergency procedures, including telephone numbers for emergency services.

At the time of handover the Contractor shall supply copies of a basic operating guide and list of operating instructions to each separate dwelling. This guide should contain sufficient information to enable an occupier to operate the equipment and installation concerned in a safe and proper manner.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Home User and Basic Operating Guides

The Contractor shall prepare, in a style and format to be agreed with the Employer, one hard and one electronic copy of the Home User Guide and Basic Operating Guide for each dwelling. This is in addition to the requirements of the Employers Information Pack. These Guides are to be placed in the kitchen of each property on the day of handover.

These documents are to provide full details of the operating procedures for all elements of the dwelling including windows, extractor fans, MVHR/MEV unit, heating systems (including controls), hot water controls, electrical systems and all other items requiring operation by the occupant.

The Basic Operating guide should contain sufficient information to enable an occupier to operate the equipment and installation concerned in a safe and proper manner.

#### Guarantees

Ensure that guarantees of equipment and the like are given in the joint names of the Contractor and Eastlight Community Homes and that the benefit of any guarantees which run beyond the Rectification Period are passed to the Employer.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Feed in Tariff

On schemes where equipment is installed for which a Feed in Tariff (FIT) is claimable the Contractor is to provide the following information, 4 weeks prior to practical completion, to enable the registration to be made:

- 1) Postal address (as opposed to unit number) for each property in the scheme
- 2) MCS certificate for each installation (the Contractor is responsible for ensuring that an MCS certified installer is used)
- 3) Generation meter make, model and serial number
- 4) MPAN for the electricity meter at each property
- 5) Receipted invoice for relevant installation

#### Feed in Tariff

The Contractor is responsible for supplying all information necessary to enable a successful FIT registration to be made.

The contractor shall ensure that all equipment is working properly when commissioned and provide written confirmation of the same.

#### Datum Levels

The Contractor is responsible for establishing and maintaining a common datum level and grid lines in all situations.

#### Laser Equipment

Construction laser equipment shall be installed, used and stored in strict accordance with BS EN 60825-1 and the manufacturer's instructions.

Class 1 or Class 2 lasers must not be used at eye level and the laser beam must be terminated at the end of its useful path. Class 3A and Class 3B lasers shall not be used without the Employer's Agent's written approval which will be subject to submission of a method statement.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Safety and Welfare Measures

The Contractor shall ensure that all safety and welfare measures required under or by virtue of the provisions of any enactment or regulations, or the working rules of any Industry are complied with strictly. The Contractor shall maintain on site all necessary facilities to comply with this clause.

The Contractor's attention is drawn in particular to the following:

- 1) The Health and Safety at Work etc. Act 1974.
- 2) Management of Health and Safety at Work Regulations 1999.
- 3) Health and Safety Executive Publication numbers G28 and 29.
- 4) Provision and Use of Work Equipment Regulations 1998.
- 5) Personal Protective Equipment at Work Regulations 1992.
- 6) Manual Handling Operations Regulations 1992.
- 7) Workplace (Health, Safety and Welfare) Regulations 1992.
- 8) Control of Asbestos Regulations 2006.
- 9) Control of Substances Hazardous to Health Regulations 2002.
- 10) Control of Noise at Work Regulations 2005.
- 11) Electricity at Work Regulations 1989.
- 12) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- 13) Health and Safety Information for Employees Regulations 1989.
- 14) The Control of Pollution Act 1974.
- 15) The Factories Act 1961.
- 16) The Lifting Operations and Lifting Equipment Regulations 1998.
- 17) The Construction (Design and Management) Regulations 2015.
- 18) All amendments to the above-mentioned acts and Regulations.

The Contractor must consult with the Employer's Agent before any work is carried out beyond the perimeter of the site. The Contractor is entirely responsible for the necessary approvals, safety and security clearances.

The Construction Phase Health & Safety Plan developed from the Pre-Construction Health and Safety Information must be submitted to the Principal Designer not less than 2 weeks before the proposed date for start of construction work. Do not start construction work until the Principal Designer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required under the CDM Regulations.

The Contractor should refer to the Pre-Construction Health and Safety Information and other tender documents to ensure that he is fully aware of the project's health, safety and welfare requirements. The Contractor shall review the above documentation and ensure that their construction phase plan manages all site-specific hazards.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Safety and Welfare Measures (Cont'd)

The Contractor is to provide all appropriate information required by the Principal Designer for inclusion in the Health and Safety File in both paper and electronic form – see Regulation 22. Electronic format is PDF for all information with the exception of the drawings which shall be in a DWG editable format.

Practical Completion will be deemed to have not been reached until all information required for inclusion in the Health and Safety File has been passed to the Principal Designer by the Contractor. The standard format of the File is as detailed in the Pre-Construction Health and Safety Information and is to be provided in both paper and electronic form.

All Welfare Facilities provided by the Principal Contractor are to meet the standards laid down in Schedule 2 of the Regulations.

Where an accident occurs on site which is notifiable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 and the Employment Act 1988, Section 24(3), a copy shall be sent to the Employer.

#### Fire Precautions

The Contractor shall take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Construction Confederation and Fire Protection Association.

The Contractor shall comply with fire safety requirements and standards relevant to building sites and take all other reasonable precautions against fire.

The Contractor is to ensure that adequate access to the site is provided and maintained for the use of fire appliances, etc.

Scrap timber, cement sacks and other combustible building debris should be collected and disposed of at regular intervals.

Where oil or gas heaters are used as anti-frost precautions, or for drying out purposes, etc., care should be taken to ensure that they are sited at a safe distance from any combustible materials.

Smoking and naked lights should be prohibited within storage areas and prominent notices to this effect should be posted.

Adequate supplies of water for firefighting purposes and suitable portable extinguishers should be available at all storage sites.

Temporary huts and storage areas should be provided with two gallon soda/acid or water gas expelled extinguishers, suitably positioned and readily available for use. Carbon dioxide extinguishers should be provided for the protection of electrical risks on site.

The Contractor must allow facilities for any visits their own Safety officer or that of the Employer's Safety Officer may make to inspect the site/buildings to ensure that the foregoing precautions are taken and the Contractor is to comply with any reasonable requests made by the Safety Officer.



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Fire Precautions (Cont'd)

The Contractor shall ensure that all personnel engaged upon the site are aware of the agreed arrangements for fire precautions and shall instruct all such personnel and provide suitable notices of instruction concerning the action to be taken in the event of fire including the means of raising the alarm, the telephones to be used and the persons to be notified.

Smoking on site is not permitted at any time.

No fires will be allowed on site.

The Contractor shall assess the fire risks and produce a Site Fire Safety Plan which may be part of the Health and Safety Plan. The Plan must detail, but not be limited to, the following:

- 1) The organisation of any responsibilities for Fire Safety;
- 2) General site precautions, fire detection and warning alarms;
- 3) The requirements for a Hot Work Permit regime;
- 4) Site accommodation – location, construction and maintenance;
- 5) Fire escape and communications (including an effective evacuation plan and procedures for calling the fire brigade);
- 6) Fire brigade access, facilities and co-ordination;
- 7) Fire drills and training;
- 8) Effective security measures to minimise the risk of arson;
- 9) A materials storage and waste control regime.

#### Control of Hazardous Substances

The Contractor shall comply with the requirements of the Control of Substances Hazardous to Health Regulations (issued under the Health and Safety at Work, etc. Act), the Environmental Protection Act 2018 and all other Statutory Requirements relating to the control of hazardous substances and the like.

In addition to complying with the above, the Contractor shall give advance notice in writing to the Employer's Agent warning him of any "substance hazardous to health", provide him with a copy of the "assessment of health risks" as defined in the Regulations, specify the hazardous substances, their location and the dates when they could be encountered before Practical Completion by any employees or representatives of the Employer. The Contractor shall provide a similar notice to the Employer (with a copy to the Employer's Agent) about any hazardous substances to be used in work carried out after Practical Completion of any part of the Works.

Copies of all notices given under this clause shall be provided by the Contractor to all Consultants involved in this project.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Noise and Nuisance

The whole of the works are to be carried out with a minimum of noise. All mixers, hoists, compressors and other mechanical plant must be sited in positions as agreed with the Employer's Agent and screened with sound deadening materials.

The Contractor shall acquaint himself with British Standard Code of Practice 5228 – "Noise control on construction and demolition sites" and shall take all reasonable and practicable measures to prevent nuisance and disturbance to the occupants of the existing / adjacent buildings arising from noise from construction operations and the use of mechanical equipment on the site.

All mechanical plant, as far as is possible, shall be electrically driven and the Contractor is to allow for any temporary electricity service necessary. Compressed air equipment shall be muffled against noise and obtained from an approved source. Audio equipment will not be permitted to be used at any time.

Comply with the requirement of the Local Authority in regards to noise and working hours.

Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

The Contractor shall take all necessary measures to minimise noise, vibration and all other nuisance to the occupiers or users of adjoining properties in accordance with current environmental legislation, and comply with all directions of the Employer in this respect.

The Contractor shall make allowance in his tender for the effect on his programme and the cost of any disturbance to his progress of the works due to any dispute related to his noisy working.

#### Dust

Provide all necessary measures to prevent the passage of dust (including accumulated dust) into adjoining rooms/premises as a result of building operations.

Control of noise, pollution and other statutory obligations

Allow for complying with any and all Statutory and Local Authority obligations regarding the control of noise, pollution, etc. which are in force at the time of tender and take all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes at all times for the adjoining owners and others residing in the vicinity of the site.

Provide for taking all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the Works.

If pollution occurs the Contractor shall inform the Employer, Employer's Agent and appropriate Authority immediately. If any dust, fumes or other pollution spread beyond the site of the Works, the Contractor shall be responsible for its immediate removal and shall bare all costs arising therefrom.

The Contractor's attention is drawn to the Control of Pollution Act 1974 and that no responsibility will be accepted by the Employer for contravention of the Act by the Contractor, his servants or his sub-contractors nor will any extension of the contract period be granted in respect of any delay due to the enforcement of the Act.

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Security

The buildings and site areas are to be left secure at the end of each working day.

The Contractor shall keep fully secure any vacant property whilst in possession and shall take all reasonable precautions to protect the property against any unauthorised access or squatting. The Contractor shall indemnify the Employer against any loss, damage, expense, liability or proceedings whatsoever, arising out of or caused by any breach by him of this clause.

#### Access and Storage

Access to the site will be from **Road Name, Town, County** and deliveries are to be made in a manner which causes minimum disruption to adjoining owners and other road users.

Allowance must be made for emergency vehicles to gain access as close as possible to the site at all times.

Access to the Contract Area will only be via the entrances to be agreed and identified on the Contractor's Construction

#### Phase Plan

Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner and the Contractor shall bear any costs arising. Indemnify the Employer against any liability, loss or proceedings in respect of any damage to highways or bridges caused by extraordinary traffic in connection with the Works.

During the carrying out of the Works and the Rectification Period provide all proper means of access, ladders, gangways and necessary attendance for inspection by the Employer and his representatives and the Employer's Agent.

The Contractor shall ascertain the means of access to the site necessary for the execution of the Works and allow for all restrictions and costs that may be incurred through the requirements of any Statutory Undertaking or Police Regulations. The Contractor shall provide, maintain and alter from time to time as may be required all necessary temporary roadways, crossings, gantries, etc., for access to the site and for the works, and shall clear away when no longer required and make good all works disturbed and pay all charges.

Storage of materials is limited to the immediate site working area.

#### Tests and Inspection of Works Executed

Allow for providing everything necessary for and carrying out all tests to satisfy the Employer's Agent as to the standard of materials, goods and workmanship together with all costs in connection therewith.

Allow for providing all reasonable access for the Employer's Agent to carry out inspection of materials, goods and workmanship to satisfy himself as to its standard.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Use of the site

The Contractor will not be permitted to use the site for any purpose other than that of carrying out the work contained in the Contract. He will not be permitted to carry out the manufacture on the site of any article required for the Works if, in the opinion of the Employer's Agent, such work constitutes a nuisance and should be executed elsewhere. He shall obtain the approval of the Employer's Agent for the siting of the spoil heaps, temporary roads, rail and sleeper tracks, paths, sheds, temporary accommodation and other structures.

The Contractor shall give written notice to the Employer at least 48 hours before the day on which any work outside normal working hours is proposed, subject to planning restrictions. In an emergency it is the Contractor's primary responsibility to make arrangements to deal with the emergency and then to telephone and advise the Employer of his action. In any event the Contractor is to ensure that constant and proper supervision is provided for all work undertaken, including that undertaken by Sub-Contractors and suppliers outside normal working hours. The Contractor shall inform the Employer's Agent in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site.

#### Works not forming part of this Contract

The Employer reserves the right to enter into separate Contracts for work requisite to the completion of the development which may proceed concurrently with, but not as part of, this Contract.

The Contractor shall provide access for persons carrying out any such separate Contracts and for any other persons engaged to execute work not forming part of this Contract, and permit the use of roads constructed under this Contract and provide such other facilities as are reasonably necessary to enable them to proceed expeditiously with their work. The Contractor shall liaise closely with any other Contractors to ensure that there is no conflict between them and in particular their use and access to their respective sites.

#### Limitation of working space

The Contractor must limit his operations to the area of the site.

The Contractor shall not permit any workmen to trespass on any parts of the surrounding properties outside the area of the Works included in the Contract and he shall be held liable for any damage which may arise from his neglect in this respect.

#### Employees

If any Employees of the Contractor misconduct themselves, or are incompetent in the opinion of the Employer's Agent, the Contractor shall, if so directed, remove such employees from employment on the Works.

#### Dress Code

The Contractor is required to enforce a reasonable dress code on site, which must reflect no bare torsos, no shorts and no offensive slogans are to be worn.

#### Alcohol

The bringing to site and/or consumption of alcohol by any operative on site will not be permitted. If any operative is thought to have consumed alcohol during the day, they are to be removed from the site immediately. If any operative is considered not to be capable of working from alcohol consumption from the previous day, they are also to be removed from site immediately.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### **Illegal substances**

The bringing to site and/or consumption of illegal substances by any operative on site will not be permitted. If any operative is thought to have consumed illegal substances during the day, they are to be removed from the site immediately. If any operative is considered not to be capable of working from illegal substances consumption from the previous day, they are also to be removed from site immediately.

#### **Limitation of working hours**

Working hours will be restricted as required by the Local Authority. No additional payment will be made for overtime.

The Contractor shall give the Employer's Agent at least 48 hours written notice of his intention to carry out work at nights, at weekends or at any other time outside normal working hours.

Extensions or changes to the normal working hours must be agreed by the Employer prior to their use but always reflecting any restrictions imposed by planning conditions.

#### **The use and disposal of any materials found on site**

Any building materials or other objects including sand and gravel found on the site or produced as a result of the building operations, shall remain the property of the Employer and shall not be utilised in the Contract Works without the written consent of the Employer's Agent together with written agreement regarding the amount of credit to be allowed by the Contractor therefore. It should not be removed from site with the prior approval of the Employer. Excavation shall not be made or enlarged for the recovery of such material.

#### **Waste Disposal**

Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.

Non-hazardous material shall be disposed of frequently at a tip approved by the Waste Regulation Authority. Hazardous materials and their containers shall be disposed of regularly in a safe and competent manner, as approved by the Waste Regulation Authority and in accordance with relevant regulations.

No material of whatever nature arising from the Works shall be burned or otherwise destroyed or disposed of on the site.

The Contractor is to consider recycling site waste wherever possible to reduce the environmental impact

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Asbestos and Asbestos based Products

The Contractor is required to notify the Employer's Agent, the Principal Designer or Health and Safety Inspector as necessary if asbestos is suspected within the site area and he expects to operate the requirements of the Health and Safety at Work Act etc. 1974. ON NO ACCOUNT IS THE CONTRACTOR TO HANDLE ASBESTOS OR ASBESTOS BASED PRODUCTS PRIOR TO AN INSPECTION BY THE EMPLOYER'S AGENT and the provision of a risk assessment and method statement for its removal for comment by the Employer's Agent and Principal Designer. Nothing in the clause shall be construed as to prevent the Contractor from proceeding with the works in areas unaffected by asbestos fibres.

#### Hazardous Materials and Processes

The Contractor shall be entirely responsible for ascertaining whether the execution of any works shall or is likely to involve any interference with asbestos, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installation and be responsible for all associated costs.

In the event that any of the works involves interference with any hazardous substance or installation the Contractor shall forthwith notify the Employer's Agent and Principal Designer in writing together with any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the works.

The Contractor shall likewise notify the occupants in writing of all restrictions, guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the premises in consequence of the works. The Contractor shall provide all barriers and warning notices required for that purpose and shall make effective arrangements for the occupants to consult and communicate with the contractor throughout the duration of the works on the effects and nature of such precautions.

The Contractor shall also provide the Employer's Agent and Principal Designer with all relevant information on any dangerous, noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site. This information shall include details of the substance or process to be used or handled and the precautions and protective measures the Contractor intends to take. Such information shall be provided at least 14 days before the substance or process is to be used or handled, or immediately if such dangerous substance, e.g. asbestos, is discovered unexpectedly. If asbestos or asbestos based materials and components are discovered the Employer's Agent and Principal Designer must be informed immediately.

The Contractor will be required to fully comply with all Regulations and Codes of Practice relating to asbestos removal and other hazardous materials and processes.

Prior to the removal of any asbestos, the Contractor will be required to submit, for the approval of the Employer's Agent and Principal Designer, detailed Method Statements. All costs associated with the removal of asbestos will be deemed to be included in the tender.

When carrying out removal and disposal of asbestos or asbestos based materials and components, particular attention is drawn to the Health and Safety Executive's requirements that component approved and licensed specialists must be used. This requirement shall be strictly enforced and under no circumstances shall unqualified operatives be allowed to execute this type of works.

The Contractor shall only dispose of any hazardous material in accordance with statutory requirements and in a manner, which is sensitive to the preservation of the environment. The Contractor shall comply with any express instruction of the Employer's Agents regarding the disposal of hazardous material, though the failure of the Employers Agent to issue any such instructions shall not relieve the Contractor of their obligations under this sub-clause.

### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Temporary name board and advertising

The Contractor shall allow for providing a scheme nameboard and a nameboard for the Employer and its consultants to be approved by the Employer's Agent in an agreed position and alter the positions as required from time to time and dismantle and remove on completion. The scheme signboard will be in accordance with Homes England's requirements and the nameboard for the Employer shall be in accordance with the requirements detailed in Appendix I of the Employer's Requirements. A nameboard shall also be provided for the Local Authority. The Contractor shall obtain approval and, within two weeks of taking possession of the site, provide and erect a suitable temporary sign board in the standard format of the Employer the exact wording and location to be agreed with the Employer. Where Open Market units are part of the scheme, a marketing board shall be erected at an agreed location by the contractor.

The Contractor shall consult with the Employer with regards to the desired timeframe for removal of the name board.

The Contractor shall not exhibit or allow to be exhibited on any part of the premises or site any bill, placard or advertisement with the sole exception of his own nameboard which may, with the Employer's Agents approval, include the names of authorised Sub Contractors.

#### Equal Opportunities

The Contractor must be prepared to accept Eastlight's Equality and Diversity Opportunities Policy (a copy can be supplied on request). The Contractor must confirm his company status in relation to the Association's policy and provide evidence of his company policy and its implementation.

#### Environmental Issues

The Contractor shall give due consideration to the following:

- 1) Banning the use of environmentally damaging products and promoting the use of those which cause least damage.
- 2) Giving preference to energy efficient products, avoiding the use of products containing CFC's or those manufactured using them (e.g. pumped products rather than CFC propellant driven types, etc.).
- 3) Avoiding the use of non-sustainable resources, such as tropical hardwoods.
- 4) Avoiding the use of wood preservatives or woods containing Pentachlorophenol, Lindane, or Tributyltin Oxide.
- 5) Wherever possible, promoting the use of energy efficient transport using low pollution drive systems (e.g. lead-free petrol combustion engines and catalytic converter exhaust systems, electric motor/storage battery drive etc.).
- 6) Using office stationery based on recycled products, use of unbleached/unchlorinated products.
- 7) Using only biodegradable, phosphate-free cleaning materials.
- 8) Wherever possible, use aggregates and the like derived from secondary sources (e.g. recycled).
- 9) Use goods containing a minimum of packaging.

The Contractor's attention is also drawn to the list of Excluded Materials detailed in the Design & Technical Brief.

The Contractor shall, in all cases, use materials and processes which cause least damage to the environment.



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Use of Pesticides

Use only where specified or approved, and then only suitable products as listed in the UK Pesticide Guide.

Where work is near water, drainage ditches or land drains, comply with the MAFF 'Guidelines for the use of herbicides on weeds in or near water courses and lakes'.

Observe all precautions recommended by the manufacturer and remove containers from site immediately they have been emptied or are no longer required.

Operatives must hold a relevant Certificate of Competence, or work under the supervision of a Certificate holder.

#### Temporary accommodation for the use of the Employer

Separate temporary site accommodation for the use of the Employer is not required. The Contractor shall, however, allow the Employer, his Agent and his other representatives, reasonable use of his own accommodation and facilities during the course of the Contract at no additional cost.

Allow for suitably equipping such a temporary structure with tables, chairs, etc. for use at site meetings and providing adequate heating and attendance.

#### Telephone/Photocopier/E-mail for use of the Employer

Separate telephone, photocopier and E-mail facilities for the sole use of the Employer are not required.

The Contractor should however allow the Employer, his Agent and his other representative's reasonable use of his own telephone, photocopier and E-mail facilities during the course of the Contract at no additional cost.

#### Materials

Materials are to be new unless otherwise specified. Handle, store and fix materials with care to ensure that they are in perfect condition when incorporated into the Works.

#### 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 project documents, and in accordance with relevant good building practice. Omissions or errors in description and / or quantity shall not vitiate the contract nor release the contractor from any obligations or liabilities under the contract.

#### Workmanship

Operatives shall be appropriately skilled and experienced for the type and quality of work. Operatives shall be registered with the Construction Skill Certification Scheme and will be required to produce evidence of their skills / qualifications upon request.

The Employer may appoint a Clerk of Works whose duty shall be to act solely as Inspector on behalf of the Employer, and the Contractor is to afford every reasonable facility for the performance of that duty.

The Clerk of Works will not be authorised to issue instructions direct to the Contractor, but will report to the Employer's Agent.



### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Checking Compliance of Products

Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

- 1) The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- 2) All accessories and fixings, which should be supplied with the goods, have been supplied.
- 3) Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- 4) The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- 5) The products are clean, undamaged and otherwise in good condition.
- 6) Products, which have a limited shelf life, are not out of date.

#### Manufacturers Recommendations

Handle, store and fix each material in accordance with the manufacturers recommendations. Inform the Employer's Agent if these conflict with any other specific requirement. Submit copies of manufacturers' recommendations to the Employer's Agent when requested.

#### Samples

Where approval of products or materials is specified or requested submit samples or other evidence of suitability. Do not confirm orders until approval has been obtained. Retain approved samples on site for comparison with products and materials used in the Works. Remove when no longer required. Where samples of finished work are specified or requested, obtain approval of stated characteristics before proceeding with the Works. Remove samples which are not part of the finished Works when no longer required.

The following samples are required for comment/approval by the Employer. The Contractor should provide a schedule detailing the latest date for comments on these samples.

- 1) External materials
- 2) Ironmongery
- 3) Finishes schedules
- 4) MVHR vents
- 5) Boiler/heaters/hot water cylinders
- 6) Windows and external doors
- 7) Sanitary ware, taps and tap heads
- 8) Electrical fittings
- 9) Internal doors
- 10) Kitchen unit colours
- 11) Vinyl/carpet/wood or laminate flooring colours
- 12) Bathroom Wall tiles
- 13) White goods
- 14) 1m<sup>2</sup> Brickwork panel

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### Inspection

No work is to be covered up until the Employer's Agent, the Building Control Officer, the NHBC Inspector or other appropriate person or body has inspected the relevant portion of the Works.

#### Employer Approvals

The Contractor is to consult with the Employer and his representatives with regard to the various Employer approvals as referred to elsewhere in this document. He shall not proceed with any of the options until he has received written confirmation from the Employer's Agent as to the details of the various options selected in each particular case.

Should the Contractor advance any of the properties without first obtaining written instructions from the Employer's Agent he will be required to rectify his work to suit the requirements of the Employer at his own expense.

#### Cutting Holes

Unless otherwise described all holes through concrete walls, floors, beams, columns and the like and through hollow block floors shall be formed with formwork when the concrete is poured. No such holes may be cut through the completed concrete members or hollow block floors without the Contractor's Consultants' or Employer's Agent's permission. All holes through block and brick partitions and the like shall be cut or formed before the plaster, wall tiles or other finish is applied.

The extra cost of cutting holes through concrete partitions and the like after the finish has been applied will not be reimbursed unless the work is carried out on the instructions of the Employer's Agent which will only be given when he is satisfied that every endeavour has been used to comply with these conditions. Permission to cut holes which could have been formed during construction will not be deemed to be Changes.

#### Work by Statutory Authorities etc.

The Contractor is to include in his tender for all fees, charges and capital contributions levied by Statutory and Local Authorities and Sub-Contractors on the entire project including all profits and attendances and builders work in connection charges.

The Contractor should allow for all costs in connection with works to be carried out by Statutory and Local Authorities. Any information in connection with works carried out by Statutory and Local Authorities included in this document in no way relieves the Contractor of his responsibility for the design, construction and completion of the Works.

#### Certificates and Warranties

Certificates of Testing, Guarantees and Forms of Warranty will be required by the Employer from all Statutory Authorities and specialist Sub-Contractors carrying out work or supplying goods. The Contractor will be responsible for obtaining these documents and presenting them to the Employer's Agent.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### EMPLOYER'S REQUIREMENTS AND RESTRICTIONS (Cont'd)

#### **Notification**

Notify all Service Authorities of proposed works before commencing site operations. So far as reasonable ascertain location of services or confirm that none exist in the vicinity of the Works. Protect, uphold and maintain all services. Do not interfere with their operation without the consent of the Service Authorities, or private owners, or the Employer's Agent as appropriate. Should any damage occur to any service immediately notify the Employer's Agent and through the Service Authority immediately arrange for the damage to be rectified.

#### **Street Naming and Numbering**

It shall be the Contractor's responsibility to formally obtain the official street name, numbering and post code for the development. The Employer shall, having liaised with the Parish Council, provide the suggested street name that the Contractor will then put forward to the District Council. It is essential that the street name and numbering be obtained as early as possible but in any event must be available at least three months prior to Practical Completion of the first dwelling.

#### **Considerate Constructor's Scheme**

The Contractor is required to register the development with the Considerate Constructor's Scheme and comply with the Code of Practice and pay all costs in connection therewith.

#### **Visits of Prospective Tenants/Occupiers**

During the latter stages of the Contract the Employer will require facilities to conduct fully supervised visits with prospective tenants/occupiers. Notice of these intended visits will be made well in advance by the Employer.

#### **Ceremonies**

The Contractor should note that the Employer may wish to hold a "start on site" and/or "handover" ceremony. The Contractor's co-operation in these matters would be appreciated

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS

#### Supervision

The Contractor shall at all times have on site a suitably qualified person(s) who is/are specifically responsible for quality control during construction and for ensuring that all personnel working on the site perform their work in accordance with the Contract Documents. The Contractor shall provide the name(s) of the said person(s) to the Employer's Agent at the Pre-Start meeting, and give two weeks' notice of any proposed change.

Disbursements arising from the employment of workpeople

Provide for all costs and expenses including the following in respect of all workpeople:

- 1) National Insurance Contributions.
- 2) Pensions.
- 3) Annual and Public Holidays.
- 4) Travelling time, expenses, fares and transport.
- 5) Guaranteed time.
- 6) Non-productive time and other expenses in connection with overtime.
- 7) Incentive and bonus payments.
- 8) Extra payments to leading tradesmen and working foreman.
- 9) Lodging and other similar allowances in conformity with the Working Rule Agreement.
- 10) Severance pay and obligations under the Redundancy Payments Act 1965.
- 11) Construction Industry Training Board levies.
- 12) Disbursements under the Sick Payments scheme.
- 13) Any other disbursements arising from the employment of labour.

#### Traffic Regulations

Allow for complying with all traffic, police or similar regulations which from time to time may be in force and which may affect operations on or about the site.

#### Temporary accommodation for use of the Contractor

Allow for providing, erecting, dismantling and re-erecting from time to time as directed all temporary structures required for the storage and protection of materials and for the Contractors own use as offices, messrooms, dry shelters and the like and clearing away on completion. Separate male and female welfare facilities shall be provided and are to meet the standards laid down in Schedule 2 of the CDM Regulations 2015.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS

#### Craneage, plant, tools and vehicles

Allow for providing all necessary craneage, plant, tools and vehicles and all requisite tarpaulins, temporary coverings, water chutes and lighting required for the expeditious carrying out and completion of the works in proper sequence including Sub-Contractors work and at completion, or earlier as the various items become superfluous, clearing the same from the buildings and the site and making good any damage or omitted parts of the structure or finishing's, the execution of which may have been temporarily suspended.

#### General scaffolding

Allow for providing, erecting, altering and adapting as necessary, dismantling and finally clearing away all scaffolding necessary for the proper execution and easy access to the Works.

Scaffolding is to mean all putlog, independent or other similar scaffolding of the standard prescribed by the Working Rule Agreement and Factory Acts properly erected and boarded to the requirements of his own tradesmen and specialist Sub-Contractor tradesmen.

The Contractor is to allow for all notices, temporary lighting and safety requirements to allow tenants and others proper access into and around the buildings.

The Contractor will be required to submit his scaffolding proposals and design details to the Employer's Agent before commencing the works and supply a Certificate from a member of the Institute of Structural Engineers indicating that the scaffolding complies in all respects with the relevant Codes of Practice and safety requirements including BS 5973: 1981 Code of Practice for access and working scaffolds and special structures in steel. Any alterations to the scaffolding, etc. are to be additionally certified. The Contractor must allow for all costs in connection with complying with these requirements.

Where scaffold is being erected on or near a public footpath or thoroughfare, effective measures, including warning signs and barriers, shall be taken to exclude the general public from the area. This shall also apply when dismantling scaffold.

Where scaffolding requires protection from lightning strike (in accordance with the recommendation of IEE Regulations latest edition and BS Code of Practice 6651: 1985 'Protection of Structures against Lightning' special reference to clause 26.2 and 31) they shall be certified by a qualified Electrical Engineer at commencement with regular testing and certification at not less than monthly intervals and additionally when alterations to scaffolding are carried out. The Certificates are to be supplied to the Employer's Agent. The Contractor must allow for all costs in connection with complying with these requirements.

At the end of each working day, all ladders or other means of access must be removed and the scaffolding, as far as possible, rendered unclimbable. The Contractor is to take special precautions to any areas vulnerable to climbing.

#### Temporary fencing, hoarding, screens, fans, planked footways, guard rails, gantries, etc.

Allow for providing all temporary fencing, hoarding, screens, fans, planked footways, guard rails, gantries and other similar items which the Contractor or the Employer's Agent considers necessary to protect the Works, adjoining owners and the general public, for the proper execution of the Works and for meeting the requirements of the Local or other Authority. Pay particular attention to the need to provide safety for blind and disabled persons.

#### Temporary roads etc.

Allow for providing and maintaining any temporary roads, tracks, hardstanding's, crossings and the like for the proper execution of the Works and for access to the site and clearing away on completion. Give all notices, obtain all consents and pay all fees in connection therewith.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS

#### Accuracy

Set out the Works accurately and inform the Employer's Agent when overall setting out is complete and before commencing any construction works.

Check all dimensions, both on drawings and site particularly the correlation between components and the work in place. Any discrepancies of any nature should immediately be corrected and agreed with the Employer's Agent at no additional cost.

#### Site administration and security

Allow for providing all watching and lighting which may be legally required or may reasonably be necessary for the safe keeping of the Works and premises. The Contractor shall be held responsible for the safety and security of the Works during the whole term of the Works.

The Contractor's attention is particularly drawn to the fact that all necessary security measures shall be provided to ensure that the dwellings do not become squatted or vandalised prior to handover.

#### Site Direction Boards

Provide direction boards as required. Submit details to the Employer's Agent for approval and make appropriate arrangements with the Local Authority or other Statutory Authorities to affix these boards in such locations as shall be necessary to indicate the location of the site.

#### Transport for Workpeople

Allow for all costs involved in transporting workpeople to and from the site.

#### Protecting the Works

Allow for protecting the whole of the Works during the contract period.

Any existing grassed, paved areas or access roads etc. damaged by the Contractor, must be made good at his own expense.

Special attention should be given to the protection of pre-fabricated goods and the Contractor must ensure that no damage occurs during handling or storing on the site. He shall be held solely responsible for the condition of all goods and materials until completion of the Works.

The Contractor shall adequately cover up and protect from damage all areas outside the boundaries of the Site which are subject to traffic by him and clear all such protection away and make good any damage caused as it occurs.

### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Protecting Products

The Contractor shall:

- 1) Prevent over-stressing, distortion and any other type of physical damage.
- 2) Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
- 3) Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- 4) Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- 5) Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- 6) Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- 7) Keep different types and grades of products separately and adequately identified. So far as possible keep products in their original wrappings, packing's or containers, until immediately before they are used.
- 8) Whenever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- 9) Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

#### Water for the Works

Allow for providing clean and uncontaminated water for the Works including tapping the supply mains, providing meters and all temporary plumbing required, paying all fees and water rates in connection therewith and clearing away on completion. If other than mains supply is proposed, provide evidence of suitability. Test to BS 3148 if instructed.

#### Local Workforce and Material Suppliers

The Contractor shall, as far as possible, use labour and materials suppliers local to the site, to help sustain and support the local economy.

#### Employment and Skills Opportunities

The contractor should consider providing apprenticeship and employment and skills opportunities through the contract. It is advisable to monitor the Employment and Skills opportunities on an ongoing basis as part of the monthly Contractors reporting.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Indemnity

The Contractor is to indemnify the Employer's Agent against any claim including the cost of any proceedings whatsoever arising from any breach of the provisions of the Contract by the Contractor, his servants or agent and any Sub-Contractor, his servant or agents.

#### Lighting and Power for the Works

Allow for providing all necessary temporary lighting and power required for the execution and protection of the Works including temporary connections, the cost of electric current and distribution about the site and paying all fees and charges in connection therewith and clearing away on completion.

Temporary connections to existing services are to be made in a manner to be approved by the Employer's Agent and Statutory Authority.

#### Fuel Consumption

The Contractor shall arrange for the installation of all gas and electricity meters. The Contractor shall be responsible for all gas and electricity and other fuel consumed prior to Practical Completion. The Contractor will agree all fuel gauge and meter readings with the Employer's Agent or the Employer at the time of completion. If the first account received by the Employer for any fuel or power shows that part of the consumption is for fuel or power used prior to completion, the Employer will pay the whole account and agree with the Contractor the amount due to be reimbursed to the Employer. This will be done either by way of direct payment or by a deduction from the next payment due to the Contractor. This adjustment will not be made by way of a reduction to the Final Account.

#### Temporary Telephone

The Contractor shall arrange for and provide a telephone on an independent line to the office of the Person-in-Charge and he shall be responsible for and pay all charges in connection therewith and for continuing and keeping the installation in good order and condition during the Contract.

#### Safety, Health and Welfare of Workpeople

Allow for all welfare and such safety measures and amenities to a standard not inferior to that laid down in the latest edition of the Construction (Health, Safety and Welfare) Regulations and the Health and Safety at Work Act 1974 for all workpeople employed on the site including the employees of Sub-Contractors and for maintaining and removing same on completion. The Contractor is to provide an adequate number of the following for the use of those acting on behalf of the Employer:

- 1) Safety helmets to BS5240:part 1, neither damaged nor time expired
- 2) Fluorescent jackets or equivalent waterproof coats

Sanitary accommodation so provided shall be connected to a soil drainage system whenever possible and the Contractor shall allow for making the necessary temporary connections, removal and making good all work disturbed.



### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Potential Site Hazard's

Prior to commencing works on site the contractor has to submit proof that contaminated waste or other hazardous substances have been transferred in the appropriate way.

#### Heat Work

Where contractors use blow lamps blow torches flame guns or hot air guns they need to take the following precautions:

- 1) the area in which the work is to be carried out must be inspected and combustible property must be removed or covered by non-combustible materials
- 2) suitable fire-extinguishing equipment must be available for immediate use at the point of work or as near as practically possible
- 3) blow lamps blow torches and flame guns must not be lit until they are required for use and must be put out as soon as they have been used
- 4) lighted blow lamps blow torches and flame guns must not be left unattended
- 5) hot air guns must be switched off when unattended
- 6) when each period of work has been completed a thorough fire-safety check must be carried out. The fire-safety check must be carried out for a period of at least one hour after the work has been completed.

Where contractors use electric oxyacetylene or other welding or cutting equipment or angle grinders they must take the following precautions:

- 1) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether combustible property other than the property to be worked on is in danger of catching fire
- 2) all combustible property must be removed at least six metres from the point of work. Property which cannot be removed must be covered by overlapping sheets of non-combustible material or equivalent protection
- 3) a person who is trained in the use of fire-extinguishing equipment must work with the person using the lighted flame equipment to act as a firewatcher. They must stay in the area until the equipment is extinguished
- 4) suitable fire-extinguishing equipment must be made available for immediate use at the point of work
- 5) gas cylinders that are not being used must be kept at least 15 metres from the source of the heat
- 6) when each period of work has been completed a thorough fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Maintenance of Adjoining Buildings, Roads, Footpaths etc.

The Contractor shall ensure that vehicles and plant leave the site free of mud etc. and take all other precautions necessary to maintain and keep public and private roads free from mud, debris, etc. during the course of the Contract and make good any damage as it occurs to the satisfaction of the Employer's Agent and Local Authority.

The Contractor shall be responsible, and include in his Tender for the upholding of the adjoining buildings, roads and footpaths, etc. together with the mains and services there under from the moment he takes possession of the site. The Contractor shall hold the Employer indemnified against all and every claim which may be brought against him for loss and/or damage of any description which may be caused to the adjoining building and adjacent roads and footpaths with the mains and services there under by reason of the carrying out of the works or by reason of insufficiency of shoring and strutting.

The Contractor shall be responsible for carrying out his own condition survey of the surrounding roads and footpaths and for agreeing it with the Employer prior to commencement of the works. Disturbed areas are to be fully reinstated at the end of the Contract when vacated by the Contractor.

The Contractor shall ensure that all gutters, down pipes, roofs, etc., on adjoining buildings are kept clean and free from blockage and that periodic cleaning of dust and debris on adjoining buildings is carried out as required or upon reasonable request.

#### Access to adjoining Buildings and Property

The Contractor shall so arrange and carry out the Works so as to cause no interference or interruption to the use neither of the adjoining buildings or services nor of the roads, footpaths and other means of access to these buildings and services.

#### Maintenance of Public and Private Roads

Damage to any highways caused by vehicles used in connection with works shall be made good at the expense of the Contractor. The Contractor shall indemnify the Employer against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of any such damage. No materials shall be stored on the highway.

For the purpose of this clause the term "Highway" shall be deemed to include any road, footpath or bridleway on or off the site, used by the public, together with any verges, gullies, sewers, street lighting, public utility services or tree planting associated therewith.

#### Removing Rubbish, Protective Casings and Coverings and Cleaning the Works on Completion

The Contractor is to clear away all dirt, rubbish and superfluous materials as they accumulate including all plant, scaffolding, etc. No rubbish, tools, plant, etc. is to be left on or under floors, in roof spaces or other voids or on the surrounding property. On completion, clear out rainwater pipes and gutters, brush down roofs, wash all floors and paving's, vacuum carpets, wash down paintwork and remove all stains and paint spots, clean all sanitary fittings and glass, both sides, oil all hinges, locks, bolts, etc. to doors, windows and fittings, rod and flush drains etc. and leave the whole of the premises in a clean and orderly condition fit for immediate occupation. The Contractor must pay particular attention to keeping the site and works clean and tidy in order to cause the minimum inconvenience to the adjoining owners. The Contractor shall clean out and flush all sewers, drains, manholes and gullies within the site area and connections to the main sewers on completion of the Works.

#### Restriction of Publicity

No information either written or verbal, nor photographs or drawings concerning this Contract shall be supplied by the Contractor to any person without the written authority of the Employer.

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Advertising

All rights of advertising on the site are reserved by the Employer and the Contractor shall take all necessary measures to ensure that no unauthorised advertising takes place.

#### Drying the Works

Allow for providing all necessary temporary heating including fuel which may be required to enable the works to proceed at all times including that required to enable operatives to work during inclement weather, to protect the Works from damage due to frost and to enable trade to follow trade. Use of any permanent heating system will not be allowed without the written consent of the Employer's Agent.

#### Suitability of Related Work and Conditions

The Contractor shall ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, the Contractor shall ensure that:

Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.

All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.

The environmental conditions are suitable, particularly that the building is suitably weather tight when internal components, services and finishes are installed.

#### Notice Prior to Cover

Notice prior to cover is to be given in reasonable time (and in no case less than 24 hours) by the Contractor to the Employer and to any relevant Sub-Contractor whenever any works or materials are intended to be covered by earth, lagging, structural duct covers, walls, floors, ceilings or otherwise built in.

#### Postal Addresses

Contractor to be responsible for the provision of road signage in line with local authority requirements or similar to local authority requirements for private roads.

The Contractor is to be responsible for arranging with the appropriate authorities the naming, numbering and postal addresses of all properties in the scheme at least 12 weeks in advance of Practical Completion and for paying all associated fees. The Employers agreement to any proposals is to be obtained in advance

#### Commissioning

Representatives of the Employer may accompany the Service Engineer at the time of testing and commissioning of the services installations. Certificates are to be dated within 1 month of the handover date.

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE



### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Handover Procedures

The Contractor shall give a written notice of Completion of the whole or parts of the Works at 12 weeks and 8 weeks and 4 weeks.

The Employer will not accept handover of dwellings on any public holiday or day before a public holiday. The Contractor should note that dwellings will not be accepted by the Employer after the second week in December and until the second week in January and he must allow for this when preparing his programme. No claim for additional costs or an extension to the Contract period will be entertained in this respect.

During the finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

Prior to inspection by the Employer's Agent the Contractor is to compile his own list of omitted or defective work. This is to be handed to the Employer's Agent prior to his inspection.

Where the Contractor wishes to invite the Employer or his representatives to carry out pre-handover inspection, the Employer shall require two weeks' notice. The Contractor shall ensure that the Works are substantially complete before inviting the Employer or his representative to carry out the inspection. Failing this, the cost of any abortive site visits made by them in this connection, shall be charged to the Contractor and deducted from the Final Account.

### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Handover Procedures (cont'd)

Approximately two weeks before the anticipated date of completion the Employer's Agent subject to being satisfied that all Works are in a sufficient state of readiness, will compile a list of omitted or defective work, upon receipt of which the Contractor shall immediately complete or remedy. At the formal handover a responsible representative shall accompany the Employer's Agent (together with such other representatives of the Employer as may be considered necessary) on an inspection of the Works and if the inspection shows the Works have been completed to the Employer's satisfaction they may be taken over.

Any outstanding defects / snagging items at handover need to adhere to the defect repair timescale.

At Practical Completion the Contractor is to provide the following:

- 1) Electronic copy of a fully comprehensive Operation and Maintenance Manual, including information on all electrical, mechanical and service installation and equipment, including:
- 2) A certificate from an authorised electrical contractor confirming that the installation complies with, and has been tested in accordance with, the latest edition of the IEE wiring regulations.
- 3) All meters and consumer units are to be fully labelled.
- 4) A certificate from an authorised plumbing contractor confirming that the installation has been tested and installed in accordance with the contract design, and to include commissioning reports dated no more than 1 month prior to the handover date.
- 5) Permanent labelling and/or colour coding is required to all piped services, stopcocks, overflows, etc.
- 6) Equipment guarantees and warranties.
- 7) Operating instructions and maintenance requirements for all systems and items of equipment including starting up and shutting down procedures.
- 8) Manufacturer's instructions and technical literature for all items of equipment.
- 9) Copies of as built drawings to show the layout of the buildings, the layout of all mechanical, electrical and drainage services and controls and lines of connections to all statutory undertakers' mains.
- 10) Details of contacts for the provision of normal and emergency repair services during the Rectification Period.

### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Handover Procedures (cont'd)

- 11) One copy per unit of a Residents' Home User Guide, providing information for the Residents on the operation of all heating, mechanical, and electrical equipment and including details of services, locations of stopcocks, details of finishes and recommendations for cleaning etc. In addition, the Pack shall include the following information. (The Contractor shall supply to the Employer's Agent any details available on appropriate items in this list at least 3 months before the first dwellings are due for completion):
  - i) Heating, design, performance and controls. Including a copy of any instruction card intended for distribution, the make and model of system, boiler, radiators and controls as appropriate.
  - ii) Water heating, design, performance and controls.
  - iii) Condensation, ventilation and other safeguards.
  - iv) Electricity supply, meter reading, communal lighting.
  - v) Water supply, position of stopcocks and maintenance valves.
  - vi) TV installation.
  - vii) Telephone installation.
  - viii) Kitchen units, name and address of manufacturer and local supplier.
  - ix) Floor finishes, recommendations for cleaning.
  - x) Windows, accessibility for cleaning.
  - xi) Construction of walls/partitions – possible fixings problems.
  - xii) Smoke/Carbon Monoxide Alarms.
  - xiii) Fire precautions – means of escape.
  - xiv) Information from the main Health and Safety File relevant to the occupier.
  - xv) Refuse disposal arrangements
  - xvi) Security
- 12) Three sets of keys for all properties, fully labelled with both plot and postal address. 1nr front door key is to be separated per plot and labelled with both plot and postal address.
- 13) Any manhole lifting keys, radiator keys, window opening rods, service keys, budget lock keys, etc.
- 14) Records of all meter readings. These are to be taken jointly with the Employer's Agent and a representative of the Employer.
- 15) Building Control and NHBC Completion Certificates. The Contractor is to note that this is an essential provision and is a requirement of the Council of Mortgage Lenders.
- 16) Written confirmation from the Planning Authority confirming that all Planning Conditions have been fully met.
- 17) Energy Performance Certificates and all other handover certificates applicable.
- 18) Landscaping management plan for the rectification period.

### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Completion

Practical completion of the Works shall not be considered to have been reached unless every part of the Works is available for its intended use without restriction.

The Contractor shall note that the Employer will not take over any dwelling, unless the following minimum conditions are met to the Employers satisfaction: -

- 1) the dwelling is fit for occupation
- 2) the dwelling has less than 5 minor defects/snagging items outstanding
- 3) all building services are fully functional
- 4) external works and fencing are completed
- 5) roads and footpaths are completed up to and including base course
- 6) street and/or the site lighting is fully functional
- 7) the dwelling and its surrounding have been thoroughly cleaned
- 8) Building Control and NHBC/LABC/Premier Certificates are available
- 9) A relevant ASHP and MVHR installation commissioning certificate must be provided prior to handover (Dated not more than one month from the proposed handover date)
- 10) A relevant electric installation commissioning certificate must be provided prior to handover
- 11) If applicable a relevant fire risk assessment (type 3) must be provided by the Contractor and the contractor needs to provide evidence that all remedial actions has been completed prior to handover
- 12) A relevant EPC is provided (a PEA will not be acceptable)

Practical Completion of the Works shall be subject to all adoptable Works having been completed by the Contractor to the satisfaction of the relevant adopting Authority and accepted into maintenance before being certified as complete by the Employer.

#### Employer Training

The Contractor is required to provide the Employer's team (including but not limited to Development Managers, Maintenance Managers and Housing Management Representatives) with a training workshop a minimum of 2 weeks prior to handover (or such other date as may be agreed) of the dwellings. Topics covered are to include (but are not limited to):

- 1) Overview of the construction system used (including window type);
- 2) Overview of the Mechanical & Electrical system(s) installed;
- 3) Regular maintenance requirements;
- 4) Cyclical maintenance requirements.

### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Residents Training

The Contractor is required to provide the resident of each and every dwelling constructed as part of the project with a training workshop after Practical Completion of the dwellings – timing to be agreed with the Employer. Topics to be covered are to include (but are not limited to):

- 1) Hands on, one to one demonstration of systems installed within the dwellings (including ventilation and heating system).
- 2) Overview of how to keep the home comfortable in winter and summer
- 3) Brief overview of construction and Mechanical & Electrical system(s) installed;

A follow-up training session is to be carried out by the Contractor prior to the start of the next season. For example if Practical Completion of the units is achieved during the summer months, a follow-up training session should be provided prior to the winter months. This is to provide residents with advice on how to manage the operation of their dwellings within different seasons.

#### Certificates Required before Handover

12 weeks before handover the contractor shall supply to the Employer and the Employers Agent electronic copy(s) of the EPC or PEA of each property.

7 days before handover the contractor shall supply electronic copies of the following to the employer and the employer's agent:

- 1) If applicable, the ASHP Commissioning Certificate
- 2) If applicable, the MVHR Commissioning Certificates and Commissioning Certificates for any other systems
- 3) If applicable a Fire Risk Assessment
- 4) Electrical Test Certificates
- 5) Energy Performance Certificates or Predicted Energy Assessment Certificates (refer to section E 2.6 of the Employers Requirements).
- 6) Final air tightness certificates

2 days before handover the contractor shall supply electronic copies of the following to the employer and the employer's agent:

- 1) Building Control Completion Certificate
- 2) NHBC/LABC/Premier warranty cover note
- 3) Secured by Design gold compliance.



### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### Security at Completion

Leave the Works secure with all accesses locked. Account for all keys and hand keys to Employer's Representative with itemised schedule, retaining duplicate schedule signed by the Employer's Representative as receipt.

#### Rectification Period Requirements

Refer [to Appendix N for](#) the relevant defects response timescales and procedures.

At least 1 month before handover the Contractor shall notify the Employer of its manned generic e-mail address e.g. [repairs@housbeuilder.com](mailto:repairs@housbeuilder.com) (as opposed to an individual's address).

If a repair cannot be completed within the timescale identified by the Employer, the Contractor is responsible for advising the Employer when it will be addressed.

The Contractor shall liaise with the Employer and arrange with reasonable notice the precise dates for access to the various parts of the Works for the purpose of making good defects. The Contractor should note that he may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.

Make arrangements with the Employer's Agent and give reasonable notice of the precise dates for access to the various parts of the works for purposes of making good defects. Inform the Employer's Agent when remedial works to the various parts have been completed.

In addition to the Contractor's obligations to make good defects at the end of the Rectification Period, and notwithstanding the requirements of the Contract regarding the Contractor's responsibility to attend to building and building services related defects during the period, the Contractor shall guarantee a minimum response. If a repair cannot be completed within the timescale identified by the Employer, the Contractor is responsible for advising the Employer when it will be addressed.

The Contractor shall liaise with the Employer and arrange with reasonable notice the precise dates for access to the various parts of the Works for the purpose of making good defects. The Contractor should note that he may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.

Should emergency defects, urgent defects and all other defects not be addressed within the time frame described, the Employer reserves the right to complete the works by a third party and charge the costs against retention monies. If the Contractor fails to respond adequately within the required time, then the defect is to be remedied by others and the cost of any such work shall be deducted from the retention monies owed to the Contractor.

The Contractor is to provide emergency contact telephone numbers for occupiers to make out of hours contact with heating, electrical and plumbing sub-contractors who will attend to urgent defects during the maintenance period. Where a contractor fails to provide this service then the Employer will provide the occupant with an alternative contractor and recover the cost of all call-outs and maintenance work from the Contractor.

The employer reserves the right to set up project review meetings at the end of the defect period and part-way through the rectification period if needed, e.g. if a contractor is not rectifying defects effectively and on time.

At the end of the defects period the Contractor, the Employer and Employer's Agent will do a joint inspection of all the properties and external works. The quality of repairs undertaken during the 12 months defect period will be checked at the inspection. The employer's agent will draw up a list of all works to be rectified. The contractor should rectify all end of defect works within a 3-month period from inspection unless otherwise agreed with the Employer. The contractor is to provide regular updates to the Employer. Contractors should evidence that residents have been contacted at least 3 times by phone and by letter offering dates for repair. If residents will not grant access for repair the contractor should notify Eastlight. Eastlight will have a further 28-day period to arrange access before the contractor is relieved from his repair obligation. Once all works have been rectified the contractor shall ensure that all residents confirm that all works are complete by way of sign off. The Employer reserves the right to check with residents that works have been completed to their satisfaction. Repairs of serious or technical nature may need to be checked by the Employer. If the end of defect works are not addressed within the timescale the employer reserves the right to complete the works by a third party and charge the cost against retention monies.

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE

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### CONTRACTOR'S GENERAL COST ITEMS (Cont'd)

#### As Built Record

The Contractor is required to provide at the time of handover, "as built" drawings for record purposes in the form of reproduction negatives, clearly illustrating the position of drains, services, etc. and construction details, incorporating amendments to the original contract drawings made during the course of the contract. In addition, a schedule is to be prepared providing details of the manufacturers and suppliers of all the major components of the scheme, including roof tiles, bricks, windows doors, sanitary and heating equipment, electrical fittings and ironmongery.

At the time of handover, the Contractor shall supply drawings illustrating the Works as built together with specification notes sufficient to describe the construction. These should be included in the CDM/H&S file required to be included within the Employers Information Pack

# EMPLOYER'S REQUIREMENTS



## ROAD NAME, TOWN OR VILLAGE

### 3.2 Drawn Requirements

#### Drawings

Drawings listed hereunder, copies of which accompany and should be read in conjunction with these Tender/Contract Documents, are to form the basis of the Employer's Requirements.

DRAWING NUMBER	REV	TITLE	SCALE

The use of drawings is vested with the Employer whose intention it is to assign the use of the said drawings to the Contractor.

**Appendix A**  
**Ground Investigation Report**

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix B Record of Existing Mains/Services

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix C Planning Documents

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix D Design Guide and Design & Technical Brief

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix E Ecological Report



# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix F Schedule of Amendments

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix G Collateral Warranty

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix H

Performance Guarantee Bond / Parent Company Guarantee

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE

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### Appendix I Nameboards

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix J Arboricultural Report

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix K Shared Ownership and Open Market Specification

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

### UPLIFTED SPECIFICATION FOR SHARED OWNERSHIP AND OPEN MARKET PROPERTIES

The following are additional/different requirements for Shared Ownership and Open Market properties that are a variance from the affordable specification:

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	General	Finishes	Ceilings	White throughout	✓	✓	✓	✓
Internal	General	Finishes	Walls	White throughout	✓	✓		
Internal	General	Finishes	Walls	One Colour per room TBA			✓	✓
Internal	General	Joinery	Skirting	White throughout	✓	✓	✓	
Internal	General	Joinery	Skirting/ door frames/ Architraves/ Window boards	Solid Oak				✓
Internal	General	Joinery	Internal Doors	Solid Core White 6 panel painted or similar approved	✓	✓		
Internal	General	Joinery	Internal Doors	Solid Oak			✓	✓
Internal	General	Joinery	Ironmongery	Polished or stainless steel (no brass)	✓	✓	✓	✓
Internal	General	Joinery	Store Cupboard Doors	Same door finish as main internal door	✓	✓	✓	✓
Internal	General	Joinery	Under stairs Cupboard Door	Same door finish as main internal door	✓	✓	✓	✓
Internal	General	Flooring	Skirting to be fitted after the flooring is laid for Laminate or Solid Wood Flooring (or Engineered Wood Flooring)		✓	✓	✓	✓
Internal	General	Flooring	Flooring to be extended to all cupboards				✓	✓
Internal	Hallway	Flooring	Wood laminate	Quick step	✓	✓		
Internal	Hallway	Flooring	Solid Wood Flooring (or Engineered Wood Flooring)	Quick step			✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	Hallway	Flooring	Barrier entrance mat - provision to be discussed with client on a scheme by scheme basis Upstairs flats with ground floor entrance to have barrier matting to the full width of the entrance hall		✓	✓	✓	✓
Internal	Living Room	Flooring	Wood laminate	Quick step	✓	✓		
Internal	Living Room	Flooring	Solid Wood Flooring (or Engineered Wood Flooring)	Quick step			✓	✓
Internal	Living Room	Lighting	White recessed LED down lighters		✓	✓		
Internal	Living Room	Lighting	Stainless steel recessed LED down lighters				✓	✓
Internal	Living Room	Comms	USB Point				✓	✓
Internal	Living Room	Comms	TV Point, Digital/freeveiw wiring only (houses)				✓	✓
Internal	Living Room	Comms	TV Point, Digital/freeveiw wiring & aerial (flats)				✓	✓
Internal	Living Room	Comms	SkyQ TV point, wiring only		✓	✓	✓	✓
Internal	Dining Room	Flooring	Wood laminate	Quick step	✓	✓		
Internal	Dining Room	Flooring	Solid Wood Flooring (or Engineered Wood Flooring)	Quick step			✓	✓
Internal	Dining Room	Lighting	White recessed LED down lighters		✓	✓		
Internal	Dining Room	Lighting	Stainless steel recessed LED down lighters				✓	✓
Internal	Dining Room	Comms	USB Point				✓	✓
Internal	Dining Room	Comms	TV Point, Digital/freeveiw wiring & aerial (flats)				✓	✓
Internal	Dining Room	Comms	SkyQ TV point, wiring only				✓	✓



# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	WC/ Cloakroom	Flooring	Wood laminate	Quick step	✓	✓		
Internal	WC/ Cloakroom	Flooring	450 x 450mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons	Samples to be provided			✓	✓
Internal	WC/ Cloakroom	WC	Close coupled Roca Laura, soft close lid - or similar approved	White square contemporary			✓	✓
Internal	WC/ Cloakroom	Wash basin	Roca Laura wall hung cloakroom basin - or similar approved	White, square contemporary			✓	✓
Internal	WC/ Cloakroom	Wall Tiles	300 x 200mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons tile splash back	Samples to be provided			✓	✓
Internal	WC/ Cloakroom	Taps	Bristan Blitz Mixer tap - or similar approved	Chrome			✓	✓
Internal	WC/ Cloakroom	Mirror with integrated light	Above basin	Samples to be provided	✓	✓	✓	✓
Internal	WC/ Cloakroom	Lighting	Recessed LED down lighters	White	✓	✓		
Internal	WC/ Cloakroom	Lighting	Recessed LED down lighters	Stainless steel			✓	✓
Internal	Kitchen	Flooring	450 x 450mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons	Samples to be provided  If utility room then client discussion but spec to follow kitchen	✓	✓	✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	Kitchen and Utility	Kitchen Units	Rixonway (Halvanto - or similar approved), Howdens (gloss integrated handle or shaker style), Symphony (shaker style or handleless), Paula Rosa (price group M, shaker style or finger pull door)	Contemporary gloss kitchen or shaker style finish dependent on location of scheme.		✓	✓	✓
Internal	Kitchen		Rixonway (Monza or similar approved) or Howdens (gloss or shaker style), Symphony (gloss or shaker style), Paula Rosa (social housing range but upgrade from rented units, gloss or shaker style)	Contemporary gloss kitchen or shaker style finish dependent on location of scheme.	✓			
Internal	Kitchen	Worktop	40mm post formed worktop with matching up stand and mitre cuts	Colour/make to be decided by client	✓	✓		
Internal	Kitchen and Utility	Worktop	Granite	Colour/make to be decided by Employer			✓	✓
Internal	Kitchen	Splash back	Splash back behind hob	Glass or stainless steel	✓	✓	✓	✓
Internal	Kitchen	Sink	Symphony Blanco Tipo, 1.5 bowl sink - or similar approved		✓	✓	✓	✓
Internal	Kitchen	Taps	Symphony Blanco Prinz Lever Mix - or similar approved	Chrome	✓	✓	✓	✓
Internal	Kitchen and Utility	Power	Spurs for socket outlets for all appliances to be provided on one gang plate in base unit engraved with appliance use				✓	✓
Internal	Kitchen and Utility	Lighting	White recessed LED down lighters in ceiling	White	✓	✓		
Internal	Kitchen and Utility	Lighting	Stainless steel recessed LED down lighters in ceiling				✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	Kitchen and Utility	Lighting	Wall mounted cabinets with under unit LED strip lights and pelmets	To match kitchen finish			✓	✓
Internal	Kitchen	Comms	TV point, Digital & freeview wiring only - main ER's will override	On one plate			✓	✓
Internal	Kitchen	Oven	Integrated Zanussi - or similar approved	Stainless steel	✓	✓		
Internal	Kitchen	Oven	Integrated Neff or similar	Stainless steel			✓	✓
Internal	Kitchen	Hob gas	Zanussi gas hob - or similar approved	Stainless steel	✓	✓		
Internal	Kitchen	Hob gas	Neff gas hob 5 ring - or similar approved	Stainless steel			✓	✓
Internal	Kitchen	Hob electric	Neff induction hob or similar approved (Option)	Stainless steel				✓
Internal	Kitchen	Hob electric	Neff electric hob - or similar approved (Option)	Stainless steel			✓	
Internal	Kitchen	Extract Vent	Electrolux 60cm Chimney Hood - or similar approved	Stainless steel	✓	✓		
Internal	Kitchen	Extract Vent	Electrolux 70cm Chimney Hood - or similar approved	Stainless steel			✓	✓
Internal	Kitchen	Washing Machine	Zanussi fully integrated - or similar approved	White	✓	✓		
Internal	Kitchen	Washing Machine	Neff fully integrated or similar approved	White			✓	✓
Internal	Kitchen	Fridge Freezer	Zanussi - or similar approved	White	✓	✓		
Internal	Kitchen	Fridge Freezer	Neff fully integrated or similar approved	White			✓	✓
Internal	Kitchen	Dishwasher	Zanussi fully integrated - or similar approved		✓	✓		

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	Kitchen	Dishwasher	Neff fully integrated or similar approved				✓	✓
Internal	Stairs and upstairs landing	Flooring	Carpet with underlay - extend carpet to all cupboards	Samples to be provided	✓	✓	✓	✓
Internal	Main Bedroom	Flooring	Carpet with underlay - extend to build in wardrobes	Samples to be provided	✓	✓	✓	✓
Internal	Main Bedroom	Wardrobe	Formed as internal wall, floor to ceiling with rail and shelf above, white doors	Samples to be provided			✓	✓
Internal	Main Bedroom	Lighting	Pendants		✓	✓	✓	✓
Internal	Main Bedroom	Comms	TV point, Digital & freeview wiring only		✓	✓	✓	✓
Internal	Main Bedroom		Sky TV point, wiring only				✓	✓
Internal	Other bedrooms	Flooring	Carpet with underlay	Samples to be provided	✓	✓	✓	✓
Internal	Other bedrooms	Lighting	Pendants		✓	✓	✓	✓
Internal	Bathroom	Flooring	450 x 450mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons	Samples to be provided	✓	✓		
Internal	Bathroom	Bath	Square contemporary with matching panel	White	✓	✓	✓	✓
Internal	Bathroom	Bath Taps	Thermostatic Bath Shower Mixer as Bristan Blitz Range - or similar approved	Chrome	✓	✓	✓	✓
Internal	Bathroom	Shower	Bristan Jet/Rain shower head, 1750 shower hose, fixed rail - or similar approved	Chrome			✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	Bathroom	Shower Screen	Harrington Ella Square - or similar approved	Clear	✓	✓	✓	✓
Internal	Bathroom	WC	close coupled Roca Laura, soft close lid - or similar approved	White	✓	✓	✓	✓
Internal	Bathroom	Washbasin	Roca Laura semi pedestal basin - or similar approved	White	✓	✓	✓	✓
Internal	Bathroom	Sink Taps	Bristan Blitz Mixer tap - or similar approved	Polished Chrome	✓	✓	✓	✓
Internal	Bathroom	Wall Tiles	300 x 200mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons. Full tiling throughout	Samples to be provided			✓	✓
Internal	Bathroom	Wall Tiles	300 x 200mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons. Full tiling to three sides of bath and splash back for sink	Samples to be provided	✓	✓		
Internal	Bathroom	Mirror	with integrated light and shaver socket	Samples to be provided	✓	✓	✓	✓
Internal	Bathroom	Lighting	Recessed LED down lighters	White	✓	✓	✓	✓
Internal	Bathroom	Lighting	Recessed LED down lighters	Stainless steel				
Internal	Bathroom	Heating	dual fuel ladder towel rail with chrome TRV	Polished Chrome	✓	✓	✓	✓
Internal	En-Suite	Flooring	450 x 450mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons	samples to be provided  Any S/O with more than 3 beds requires 2 bathrooms	✓	✓		
Internal	En-Suite	Flooring	450 x 450mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons	Samples to be provided			✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Internal	En-Suite	Wall Tiles	300 x 200mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons. Full tiling throughout	Samples to be provided			✓	✓
Internal	En-Suite	Wall Tiles	300 x 200mm ceramic or glazed porcelain finish by either Johnson or Pilkingtons. Full tiling to shower and splash back for sink	Samples to be provided	✓	✓		
Internal	En-Suite	WC	Close coupled Roca Laura, soft close lid - or similar approved	White	✓	✓	✓	✓
Internal	En-Suite	Wash basin	Roca Laura semi pedestal basin - or similar approved	White	✓	✓		
Internal	En-Suite	Wash basin	With vanity unit	White, samples to be provided			✓	✓
Internal	En-Suite	Taps	Bristan Blitz Mixer tap - or similar approved	Chrome	✓	✓	✓	✓
Internal	En-Suite	Shower	Bristan Jet/Rain shower head, 1750 shower hose, fixed rail - or similar approved	Chrome	✓	✓		
Internal	En-Suite	Shower	Mixer shower 2 heads, Bristan Jet/Rain shower head, 1750 shower hose, fixed rail	Chrome			✓	✓
Internal	En-Suite	Shower Screen	Ideal Standard Connect Range - or similar approved	Chrome	✓	✓	✓	✓
Internal	En-Suite	Mirror	Above basin with integrated light and shaver socket	Samples to be provided	✓	✓	✓	✓
Internal	En-Suite	Lighting	Recessed LED down lighters	White	✓	✓		
Internal	En-Suite	Lighting	Recessed LED down lighters	Stainless Steel			✓	✓
Internal	En-Suite	Heating	Dual fuel ladder towel rail with chrome TRV	White	✓	✓		
Internal	En-Suite	Heating	Dual fuel ladder towel rail with chrome TRV	Polished Chrome			✓	✓

# EASTLIGHT COMMUNITY HOMES

## SHARED OWNERSHIP AND OPEN MARKET FINISHES SPECIFICATION

INTERNAL/ EXTERNAL	ROOM	ITEM	SPECIFICATION	DETAIL	SHARED OWNERSHIP	OPEN MARKET BRONZE	OPEN MARKET SILVER	OPEN MARKET GOLD
Exterior	Garden	Shed	Shed with electric double socket and strip light				✓	✓
Exterior	Garden	Power	Electric power supply				✓	✓
Exterior	Garage	Door	Garage Door colour				✓	✓
Exterior	Front of house		Electric & gas utility box to side of house				✓	✓
General	Snagging		Additional allowance for sales snag		✓	✓	✓	✓
General	Defect		Allow to rectify shrinkage and other defects on a regular basis during the sale process up to the point of sale				✓	✓
General	Show home		One of the outright sale units should be advanced to enable the client to use as show home. Access to show home during construction needs to be provided.			✓	✓	✓
Internal	General	Hat & Coat Hooks	Omit requirement for hat and coat hooks		✓	✓	✓	✓
Internal	General	Curtain Battens	Omit requirement for curtain battens		✓	✓	✓	✓

# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE

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### Appendix L Residents Handbook



# EMPLOYER'S REQUIREMENTS

## ROAD NAME, TOWN OR VILLAGE

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### Appendix M

### Invitation to Tender

# EMPLOYER'S REQUIREMENTS

ROAD NAME, TOWN OR VILLAGE

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## Appendix N Defects Requirements

## **ECH: Defects Protocol**

### **During the defect liability period**

The Contractor shall attend to reported items within the following timescales. If works are not carried out within the timescales Eastlight may arrange for the repair to be carried out and the cost deducted from sums otherwise due to the Contractor.

Any abortive call out or non-defective work completed by the Contractor is rechargeable to Eastlight and payment must be made within 21 days.

### **Reporting Defects**

Defect will be reported to Eastlight. Eastlight will report the defect via email stating response time for repairs. The Contractor carries out within response time and confirms completion via email to Eastlight. For the avoidance of doubt, it will be the responsibility of the contractor to manage appointments and sign off completed works.

### **Response time – 24 hours**

#### **Category – Emergency Repairs**

##### **Examples:**

1. Serious leaks
2. Blocked drains which are likely to cause a flood in a home.
3. Loss of water supply
4. Complete loss of electricity or serious electrical fault
5. Insecure entrance, exit doors.
6. Insecure ground floor windows
7. Structural failure that is an immediate danger to health or life
8. Loss of heating

Where drains have been blocked due to inappropriate waste disposal, such as nappies, wipes, T-Shirts etc, the cost of the call out will be recharged to Eastlight.

### **Response time – 7 days**

#### **Category – Urgent**

1. Leaking roof
2. Faulty entrance, exit doors.
3. Faulty electrical switches
4. Faulty heating/plumbing appliances
5. Partial loss of electrical supply
6. Underground bursts

### **Response time – 28 days**

#### **Category – Routine**

1. Overflow pipes

2. Wall tiling
3. Minor electrical items
4. Minor roof leaks
5. Non-urgent repairs which could cause damage to the property or inconvenience to the occupier if left to the end of the defects period.

### **Contractor Obligations**

The Contractor will ensure that the occupiers are treated politely and courteously by any operative attending to defects and shall adhere to the following:

- Appointments – the Contractor shall arrange access in the most appropriate manner. Appointments shall be kept, and the resident informed of the progress of any works to their home.
- If the resident does not answer the door, the Contractor will leave a contact card with details to re-arrange and advise Eastlight if they cannot make contact where assistance will be given.
- Apart from emergency items, appointments are to be made between 8am and 5pm on normal working days.
- Identification – the Contractor shall ensure that all personnel are provided with suitable identification which will be shown when visiting a resident’s home. If identification cannot be given, then the resident can refuse access.
- The Contractor shall ensure that reasonable steps are taken to minimise the disruption to the residents. Dust sheets will be used when necessary and furniture etc treated with care and respect. On completion of the works the Contractor will leave the area subject to the works in a clean and tidy condition
- Works will only be carried out when the resident or an adult relative/friend (over 16) is present.
- The Contractor accept that the use of power tools, WC’s, telephones or eating within the premises requires the resident’s permission. Throughout the works the home will be treated as a no smoking zone (incl. the use of electronic cigarettes)
- The Contractor shall ensure the residents have access to utilities overnight unless otherwise agreed with the resident.

Where English is not a residents first language and/or where residents do not speak or write in English, the contractor should contact ECH to arrange for interpretation and attendance.