

SECTION 2 – DESIGN BRIEF

1.0 **INTRODUCTION**

- 1.1. The work consists of the full design and construction of a single storey pavilion to be used as a café plus various associated external works.
- 1.2. References to 'the Council' shall be deemed to imply **Horley Town Council**.
- 1.3. Any Design and Build Contractor who deviates from the Employer's Requirements without the written approval of the Council will be accountable to the Council for unauthorised deviation from the Council's specific requirements.
- 1.4. Should the Council elect to have any such design and/or construction altered which is an unauthorised deviation from these requirements, the Design and Build Contractor concerned will be held responsible for all costs concerned.
- 1.5. Design and Build Contractors acting for the Council are requested to advise the Council's of any aspects of the Employer's Requirements which prove to be unworkable or impractical in order that such matters can be considered and amended in future editions.
- 1.6. The Council requires that Design and Build Contractors involved in the Council's schemes must take full liability for the designs that they produce and, notwithstanding the requirements of the foregoing Clauses, should any of the recommendations, requirements or design guidance information provided by the Council in the Employer's Requirements prove to be deficient in any way, the Council will rely upon the design expertise of the Design and Build Contractor to identify such inadequacies, exclude these from any design and notify the Council in writing that such action has been taken.
- 1.7. For the avoidance of doubt, should the Design and Build Contractor involved in this scheme fail to identify such inadequacies or design deficiencies and incorporate such inadequacies or design deficiencies into their design, they shall be deemed responsible and liable for this as the originator of the design.
- 1.8. For the avoidance of doubt, it is to be noted that the provision of designs or other information within these Employer's Requirements, will not, in any way, diminish or limit the Contractor's design liability under the terms of the Contract.
- 1.9. Should there be any contradictions in the Contract documents, the Employer's Requirements will supersede The Contract Drawings.

2.0 **HEALTH AND SAFETY**

- 2.1 The following must be allowed for:

Provide suitable sanitary appliances for operatives and maintain in a clean and hygienic condition.

Provide a source of drinking water and hot running water for washing. A temporary

electrical water heater is to be provided for this unless the Contractor can demonstrate this can be achieved by some other means

Provide notice board and display the following:

Health and Safety signs

Health and Safety Law sign

Fire Action sign

First Aid sign

The Contractor is to provide and keep maintained and stocked a suitable sized first aid box. This is to be kept by the notice board.

The Contractor is to display a site diary with the operatives entering their names into the appropriate days and recording any visitors.

The Contractor is to price for full compliance with the Construction (Design and Management) Regulations 2015 in accordance with the Principal Contractors duties.

3.0 **PLANNING, BUILDING CONTROL AND OTHER KEY REQUIREMENTS**

3.1. Nothing contained within these Employer's Requirements is intended to override any statutory requirements. The Designer/Design and Build Contractor is required to ensure that the ultimate designs satisfy such other requirements notwithstanding anything contained within this document.

3.2 The Contractor shall be responsible for all work and pay all fees and costs for obtaining full building control approval for the scheme and providing all information as requested in order to satisfy the Building Regulations Liaison. Written evidence of such is to be provided at practical completion. This is deemed to include the provision of a Display Energy Certificate (DEC) for the remaining structure at practical completion and any other information required by Building Control should this be required.

3.3 The Contractor shall be responsible for all work and pay all fees and costs for obtaining full planning approval for the scheme and providing all information as requested in order to satisfy the Building Regulations Liaison. Written evidence of such is to be provided at practical completion. This is deemed to include the provision of a Display Energy Certificate (DEC) for the remaining structure at practical completion and any other information required by Building Control should this be required.

The Contractor must comply with the Site Waste Management Regulations 2008 and must produce a plan conforming to these Regulations.