

Essex County Council

Employer's Requirements

26 Nr Dwellings
Goldlay Gardens
Chelmsford, Essex
4414 /April 2017

26 Nr Dwellings

At

Moulsham Lodge, Chelmsford, Essex

For

Essex County Council

Employer's Requirements

**Ref. 4414
April 2017**

CONTENTS

Employer's Requirements

- Appendix A** - Nominated Scheme Designer's Scope of Services
- Appendix B** - Performance Guarantee Bond
- Appendix C** - Site Boundary Plan
- Appendix D** - Contract Sum Analysis Pro-Forma
- Appendix E** - ECC Handover Procedures and Defects Liability Requirements

(The copyright in these Employer's Requirements is reserved to Oxbury & Company and they shall not be reproduced in whole or in part, without the express permission of the Firm).

PROJECT ("THE WORKS")

The Works consist of general site clearance (existing buildings and hardstandings will be demolished, services disconnected and all removed from site) and the design and construction of 26 Nr. dwellings as scheduled below at Moulsham Lodge, Waltham Glen, Chelmsford, Essex CM2 9EL together with associated external works (including planting, landscaping and fencing) services, drainage, adoptable roads and sewers.

Affordable Dwellings for Rent

3Nr. 1B2P Flats @ 53m² GIFA
3Nr. 1B2P Flats @ 55m² GIFA
1Nr. 1B2P Flats @ 64m² GIFA
1Nr. 1B2P Flats @ 68m² GIFA

Dwellings for sale

3Nr. 1B2P Flats @ 60m² GIFA
3Nr. 2B3P Flats @ 71m² GIFA
2Nr. 2B3P Flats @ 72m² GIFA
2Nr. 2B3P Flats @ 73m² GIFA
3Nr. 2B3P Flats @ 74m² GIFA
4Nr. 2B3P Flats @ 79m² GIFA
1Nr. 2B4P Flats @ 98m² GIFA

The Works are generally as shown on:

Saunders Boston Architects drawings Nrs:

tbc

These Drawings –prepared for Planning Application purposes (to RIBA Stage 3) – form a part of the Employer's Requirements.

MLM Structural Engineers drawings Nrs:-

tbc

These drawings form part of the Employers Requirements.

Brontide Mechanical and Electrical Engineers drawings Nrs:-

Tbc

These drawings form part of the Employers Requirements.

Place Services Landscape Architects drawings Nrs.

tbc

These drawings form part of the Employers Requirements.

EMPLOYER

Essex County Council
County Hall
Market Road
Chelmsford
Essex
CM1 1QH

BUYER

A Registered Provider/Housing Association to be confirmed

For information purposes, the Contractor is advised that ECC is intending to sell Plots 5, 6, 7, 15, 16, 17, 23 and 24 to a Registered Provider/Housing Association under a separate Agreement. Plots 5, 6, 7, 15, 16, 17, 23 and 24 will be transferred to a Registered Provider/Housing Association after practical completion. Whilst not a party to the Contract, representatives of a Registered Provider/Housing Association may wish to attend site meetings and/or visit site and shall be afforded reasonable access in these regards.

EMPLOYER'S AGENT

Oxbury & Company
St Benedict House
17 Springfield Lyons Approach
Chelmsford
Essex
CM2 5LB

The Contractor is hereby notified, as required under Article 3 of the JCT Contract referred to below, that the Employer's Agent will not act for the Employer with regard to the making of payments to the Contractor under Section 4. (The Contractor's Interim Applications are, however, to be presented via the Employer's Agent, who will issue the "payment notice" referred to under Clause 4.9.2 specifying the amount of payment proposed to be made).

SITE INSPECTOR

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

If any direction is given to the Contractor, by the Site Inspector, the same shall be of no effect unless given with regard to any work, materials or goods which are not in accordance with the Contract and which requires the Contractor to take such measures only as may be necessary for the rectification or replacement of such work, materials or goods.

No direction given by the Site Inspector shall be deemed to be an instruction effecting a Change of the Employer's Requirements, nor remove or lessen the Contractor's design or other liability under the Contract.

NOMINATED SCHEME DESIGNER

The Employer has engaged:

Saunders Boston Architects
Eastern Gate House
119 Newmarket Road
Cambridge
CB5 8HA
Tel: 01223 367733

hereinafter referred to as the Nominated Scheme Designer to prepare drawings up to and including RIBA Stage 3 (Developed Design) the fee for which the Employer has paid or will pay direct to the Nominated Scheme Designer. The drawings prepared to RIBA Stage 3 – as listed above in the section entitled "Project ("The Works")" – are a part of the Employer's Requirements.

The Employer has nominated the Nominated Scheme Designer to prepare further Scheme Designs beyond RIBA Stage 3 and to provide the Services as detailed and annexed hereto (at Appendix A - "Nominated Scheme Designer's Scope of Services").

However, the Nominated Scheme Designer is not, and will not be, engaged by the Employer for the services beyond RIBA Stage 3 and these further services will be provided to the successful Contractor who shall enter into a written Agreement of Appointment with the Nominated Scheme Designer, for the provision of those services as detailed (at Appendix A).

The fee for these further services beyond RIBA Stage 3 (which is identified and provided for within the Contract Sum Analysis pro-forma included within these Employer's Requirements) has been agreed between the Employer and the Nominated Scheme Designer and shall be paid by the Contractor to the Nominated Scheme Designer immediately upon receipt by the Contractor of the payment under the Contract for those design services (as per item 4.7 of the "Contract Particulars" defined within these Employer's Requirements). The Contractor shall allow within his tender for any charge he may wish to make in connection with the administration of this requirement, and is reminded that retention will be deducted from his interim payments under the Contract but that no such deduction shall be made to payments due to the Nominated Scheme Designer.

The Contractor's attention is drawn to the fact that notwithstanding the nomination of the Nominated Scheme Designer by the Employer, for the provision of the services referred to above, such nomination and/or operation of this Clause shall not lessen or reduce the liabilities and responsibilities of the Contractor under the Contract. The Contractor shall be deemed to have satisfied himself as to the accuracy and reliability of all information provided by or via the Nominated Scheme Designer, including with regard to any information provided prior to the execution of the Contract.

The Contractor is to note that the Employer has employed Structural Engineer MLM and Mechanical and Electrical Engineers Brontide to prepare drawings to RIBA Stage 3 – as listed above in the section entitled "Project ("The Works")" – are a part of the Employer's Requirements

CONTRACTOR'S CONSULTANTS

The Contractor is to retain the Nominated Scheme Designer throughout the Contract in accordance with the Terms of the immediately preceding section entitled Nominated Scheme Designer.

The Contractor is fully at liberty to appoint the Nominated Scheme Designer– and/or other consultant(s) of his choice (whether during the tender period or subsequently) – to provide further services which the Contractor might require in preparing his Contractor's Proposals and in fulfilling his obligations under the Contract and as set down in these Employer's Requirements. The Contractor must however make his own arrangements in this regard and shall be responsible for all fees and costs arising.

The Contractor's attention is, however, drawn to the requirement for Collateral Warranties from such Consultants as referred to below under the Section entitled "Design Responsibilities".

CONTRACTOR

The Individual or Firm or Company undertaking the Works in accordance with the JCT Conditions of Contract referred to below and/or where the context of these Employer's Requirements so requires the term "Contractor" shall mean

any Individual or Firm or Company, preparing Contractor's Proposals, in response to these Employer's Requirements prior to the execution of the JCT Contract referred to below.

PARTIES UNDER THE CDM REGULATIONS

The parties under the Construction (Design and Management) Regulations 2015 shall have the meanings defined therein. Additionally, and without prejudice to those meanings, for this project the following parties under the Regulations shall be:

- Client** - The "Employer" as defined above
- Principal Contractor** - The "Contractor" as defined above
- Principal Designer**
(Pre Contract) - Saunders Boston Architects
Eastern Gate House
119 Newmarket Road
Cambridge
CB5 8HA
Tel: 01223 367733
- Principal Designer**
(Post Contract) - The "Contractor" as defined above
- Designer** - The "Contractor" as defined above and/or any other Individual or Firm or Company appointed as such
- Contractor** - The "Contractor" as defined above and any other Individual or Firm or Company appointed as such

DESIGN AND SPECIFICATION

The project is to be designed and constructed in accordance with the current requirements of all of the following:

- 1) ECC Saunders Boston Performance Specification/Design Guide dated xxx – which is separately issued
- 2) Brontide Mechanical Services Specification xxx – which is separately issued
- 3) Brontide Electrical Services Specification xxx – which is separately issued
- 4) The National House Building Council's Standards (see also the section below entitled "Independent Accreditation").
- 5) The Building Regulations. (See also the Section below headed "Building Regulations").
- 6) The relevant Local and Statutory Authorities including Fire Officer.
- 7) The Construction (Design and Management) Regulations 2015 (see also the section below headed "Construction (Design and Management) Regulations 2015").

Where the requirements (whether in whole or in part) of one or more of the foregoing are at variance, then - unless otherwise qualified by these Employer's Requirements - the higher standard shall at all times be complied with.

FINISHES BOARDS

Notwithstanding the materials identified in the Employer's Requirement or the Contractor's Proposals the Contractor will be required to provide the following Finishes Boards to the Employer for approval of the finishes:

Separate boards will be required as follows:

Affordable:

Plots 5, 6, 7, 15, 16, 17, 23 and 24

Affordable Common Areas

Private:

Plots 1-4, 8-14, 18-22, 25-36

Private Common Areas:

- 1) External Finishes Board – to include Roof tile; Brick Sample Panel; Canopy; Window and External Door / French Window Sections including butts, restrictors and handles; Fascia, Soffit and Bargeboard Samples; Rainwater Goods; Cladding / Render samples and Mastic; Gas and Electric Meter positions and Paving and Path Edging
- 2) Internal Woodwork Board – to include Internal Doors; Door Frames; Architraves and Skirting Boards; Staircase style; Fitted Wardrobes (Doors, handles and fittings) and Loft Access
- 3) Internal Finishes Board – to include internal paint colours to walls, ceilings and woodwork and floor finishes including dividing strips
- 4) Ironmongery – to include Butts; Handles; Locks; Bolts; Door Numbers; Door Bells; Door Chains; Spy holes; Letter Box and Fittings
- 5) Electrical Board – to include Electrical Layouts; Socket Outlets (internal and external); Isolator Outlets; TV and Telephone points; Light Switches; Pull Cords (if applicable); Smoke and Heat Detectors; Carbon Monoxide Detectors; Ceiling Roses; Light Fitting (internal and external) and Consumer Units
- 6) Mechanical Board – to include Boiler; Boiler Controls and Thermostat; Radiators; Towel Rails and Ventilation units, grills and controls
- 7) Kitchen Board – to include Kitchen Layout; appliances; cooker extract hood; sinks; taps; cupboard doors and draws; cupboard doors and draw ironmongery; worktops; glazed tiling; light fittings (if applicable) and mastic
- 8) Bathroom Board – to include Bathroom layout; sink and pedestal; taps; WC; cistern; bath and taps; shower tap unit and screen; glazed tiling; mastic and access covers (if applicable); vanity units to sink and cistern and full width mirrors
- 9) Landscaping – to include layouts, walls, fencing and gates; cycle and refuse stores; planting scheme including photographs of each type of plant.

The finishes boards are to be provided by the Contractor 4 weeks prior to submission to the planners / building control and / or incorporation into the works.

SHOW FLAT

The Show Flat will be located in Plot 1. The Contractor is to complete the Show Flat 16 weeks before Practical Completion of the Works including gas, water and electric metered supplies and telecom cables. The Show Flat will not be handed over and is to remain within the responsibility of the Contractor until Practical Completion of the Works. The Contractor will remain responsible for the security, insurance (including contents) and all local authority, statutory and utility costs (except telephone). The Show Flat is to be fitted out by Persons Employed by the Employer. The fit out works will comprise wallpapering, light fittings, furniture and fixtures and fitting. The Contractor is to include all attendance costs. The Contractor is to be responsible for health and safety and will make provision to enable safe access to the Show Flat at weekends and is to enable access by a person in a wheelchair. Any visits to the show flat during normal working hours will be made after liaison with the Site Manager and will be accompanied by the Employer's Sales Agent.

INDEPENDENT ACCREDITATION

As referred to above, the Contract is to be designed and constructed in accordance with the National House Building Council's Standards.

Additionally, the Employer is to effect a Building Guarantee, for the benefit of the Employer – **with the NHBC** – paying all fees and charges in connection therewith, in compliance with the following:

The National House Building Council's 10 Year "Buildmark Choice" Warranty

The Contractor is to manage the NHBC process of inspections and CML on behalf of the Employer.

The Employer will be required to be registered the Affordable Plots 11, 12, 18-20, 26-28 with the NHBC and to register the development under the NHBC's 10 Year "Buildmark Choice" scheme for the benefit of the Employer, incorporating the following:

- Excess – £950 per dwelling
- Option 1 – Contractor's Insolvency Cover
- Option 2 – Professional Fees
- Option 3 – Extended Period of Cover

The Contractor is to manage the NHBC process of inspections and CML on behalf of the Employer.

Additionally, for the Housing for Private Sale Plots 1-10,13-17, 21-25, 29-31 inclusive the Contractor is to comply with the requirement of the following:

The National House Building Council's 10 Year "Buildmark" Warranty

Essex County Council will register Plots 5, 6, 7, 15, 16, 17, 23 and 24 inclusive with the NHBC's 10 Year "Buildmark" scheme and complete the Site Notification and Initial Notice and paying all fees and charges in connection therewith.

Additionally, the Contractor will be required to provide a Performance Guarantee Bond in the form annexed hereto (at Appendix B) or in such other form as might be agreed. Alternatively, the Employer may, at his absolute discretion, accept a Parent Company Guarantee – in a form to be proposed by the Contractor – in lieu of a Performance Guarantee Bond. Any alternative form of Performance Guarantee Bond or Parent Company Guarantee is to be provided for consideration at the time of tender submission. Again, all fees and charges shall be met by the Contractor.

Failure to comply with the requirements of any of this Section will result in Interim Payments otherwise due under the terms of the Contract being withheld in whole or in part until a sum equalling 10% of the Contract Sum has been retained. The sums so retained will be released when written evidence of compliance with these requirements is provided.

BUILDING REGULATIONS

In submitting Building Regulation Applications, the Contractor is to advise the Building Control Authority that "Final Certificates" will be required. The Contractor is to ensure that he obtains such Certificates for individual Plots and provides these on Practical Completion to the Employer's Agent. Building Regulations "Approval of Plans" Notices and discharges of any Conditions are to be evidenced at the time of issue.

The Contractor may put forward an Independent Building Control Agency for agreement with the Employer in writing prior to the execution of Contracts. The Contractor is to ensure that any Independent Building Control Agency provides Initial Notification (to Local Authority), "Approval of Plans" Notices, written discharges of any Conditional Approvals and "Final Certificates" for individual Plots.

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

The Contractor's attention is drawn to the fact that the Construction (Design and Management) Regulations 2015 - the "CDM Regulations" - will apply to the Project.

The Contractor is to ensure that he complies fully with the CDM Regulations, throughout the design and construction of the Works, as required of him in his capacity as the Party (or Parties) as defined under the section above headed "Parties under the CDM Regulations", including (whether or not required by other parties) taking all necessary actions, preparing all necessary documents and providing all necessary information without addition to the Contract Sum.

Without prejudice to the generality of the foregoing the Contractor's attention is drawn to the Pre-Construction Information which is separately issued and with which he is to comply, including providing the information called for and subsequently developing the Construction Phase (Health & Safety) Plan. Additionally, he shall, in his capacity as a Design & Build Contractor, prepare and provide a Health & Safety File for handover on Practical Completion.

CONSIDERATE CONSTRUCTORS SCHEME

The Contractor is to register the Contract site for the Considerate Constructors Scheme - by applying to the Scheme Administration Office, Considerate Constructors Scheme, PO Box 75, Great Amwell, Ware, SG12 9UY. (Further details available at www.ccscheme.org.uk). The Contractor is to pay the scheme registration fees.

The Contractor is to observe the Scheme's Code of Practice and is to address any shortcomings in such observation as might be identified from time to time - including in particular by the Scheme's Monitor appointed to the site.

In registering the site the Contractor is to arrange for the Scheme's Monitor's reports to be provided to the Employer.

CONDITIONS OF CONTRACT

The Articles of Agreement, Conditions of Contract and Schedules are those issued by the Joint Contracts Tribunal and known as the JCT Design and Build Contract 2011, incorporating Amendment 1, CDM Regulations.

The Contractor is advised that the Agreement will be executed as a deed.

The Conditions and Schedules are listed as follows and their provisions shall be allowed for in the Contract Sum as if they were repeated here in full:

Conditions

- Section 1. Definitions and Interpretation
- Section 2. Carrying Out the Works
- Section 3. Control of the Works
- Section 4. Payment
- Section 5. Changes
- Section 6. Injury, Damage and Insurance
- Section 7. Assignment, Third Party Rights and Collateral Warranties
- Section 8. Termination
- Section 9. Settlement of Disputes

Schedules

- Schedule 1. Contractor's Design Submission Procedure
- Schedule 2. Supplemental Provisions
- Schedule 3. Insurance Options
- Schedule 4. Code of Practice
- Schedule 5. Third Party Rights
- Schedule 6. Forms of Bonds
- Schedule 7. Fluctuations Options

JCT CONTRACT – Contract Particulars

Part 1: General

Particulars to be inserted are as follows:

Clause etc	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'Contractor' for the purposes of the CIS
Fifth Recital	Description of Sections (if any) (<i>If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown</i>).	The Works will be divided into Sections as described in the Employer's Requirements as identified at Article 4
Sixth Recital	Framework Agreement (if applicable) (<i>State date, title and parties</i>).	Not Applicable
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 (<i>Where neither entry against an item below is deleted, the relevant paragraph <u>does not</u> apply</i>).	
	Site Manager	Paragraph 1 Applies
	Named Sub-Contractors	Paragraph 2 does not apply
	Bills of Quantities	Paragraph 3 does not apply
	Valuation of Changes – Contractor's estimates	Paragraph 4 Applies
	Loss and expense – Contractor's estimates	Paragraph 5 Applies

Clause etc	Subject	
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 <i>(Where neither entry against an item below is deleted, the relevant paragraph applies).</i>	
	Acceleration Quotation	Paragraph 6 Applies
	Collaborative Working	Paragraph 7 Applies
	Health and Safety	Paragraph 8 Applies
	Cost savings and value improvements	Paragraph 9 does not apply
	Sustainable development and environmental considerations	Paragraph 10 does not apply
	Performance Indicators and monitoring	Paragraph 11 Applies
	Notification and negotiation of disputes	Paragraph 12 Applies
	Where paragraph 12 applies, the respective nominees of the Parties are	Employer's Nominee TBC. Contractor's Nominee Contractor to advise

Clause etc	Subject	
Article 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of documents in which these are contained).</i>	These Employer's Requirements (and the Appendices hereto) and any drawings identified herein as Employer's Requirements.
Article 4	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of documents in which these are contained).</i>	The drawings, specifications and other documents prepared by the Contractor and accepted by the Employer as appearing to meet the Employer's Requirements. (See also the section below headed "Contractor's Proposals").
Article 4	Contract Sum Analysis <i>(State reference numbers and dates or other identifiers of documents in which these are contained).</i>	The separate document entitled "Contract Sum Analysis" in the format detailed below under the section headed "Contract Sum Analysis".
Article 8	Arbitration <i>(If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 will not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply).</i>	Article 8 and clauses 9.3 to 9.8 (Arbitration) apply.
1.1	Base Date	15 th May 2017
1.1	CDM Planning Period	shall mean the period of 6 weeks beginning on date of possession
1.1	Date for Completion of the Works <i>(Where completion by Sections does not apply).</i>	66 weeks from the Date of Possession

Clause etc	Subject	
	Sections: Dates for Completion of Sections	Not applicable
1.7	Addresses for service of notices etc. by the Parties <i>(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement).</i>	Employer: Essex County Council County Hall Market Road Chelmsford Essex CM1 1QH Contractor: TBA
2.3	Date of Possession of the Site <i>(Where possession by Sections does not apply).</i>	Immediately upon execution of this Contract
	Sections: Dates of Possession of Sections	Not Applicable
2.4	Deferment of possession of the site <i>(Where possession by Sections does not apply).</i>	Clause 2.4 does not apply
	Sections: deferment of possession of Sections	Not applicable
2.17.3	Limit of Contractor's Liability for loss of use etc. (if any)	Not applicable
2.29.2	Liquidated damages <i>(Where completion by Sections does not apply).</i>	£3,590.00 per week or part thereof
	Sections: rate of liquidated damages for each Section	Not Applicable

Clause etc	Subject	
2.34	Sections: Section Sums	Not Applicable
2.35	Rectification Period <i>(Where completion by Sections does not apply). (If no other period is stated, the period is 6 months).</i>	12 months
	Sections: Rectification Periods <i>(If no other period is stated, the period is 6 months).</i>	Not Applicable
4.6	Advance payment <i>(Not applicable where the Employer is a Local Authority).</i>	Clause 4.6 does not apply
4.6	Advance Payment Bond <i>(Not applicable where the Employer is a Local Authority). (Where an advance payment is to be made, an advance payment bond is required, unless stated that it is not required).</i>	An advance payment bond is not required
4.7	Method of payment – alternatives <i>(If no Alternative is selected, Alternative B applies).</i>	periodically in accordance with Alternative B (clause 4.14)
	Alternative A: Stage Payments	Not Applicable

Clause etc	Subject	
	Alternative B: Periodic Payments – Dates of Interim Applications (if no date is stated, the date for the first Interim Application is one month after the Date of Possession).	To be agreed and thereafter the same date in each month or the nearest Business Day in that month.
4.15.4	Listed Items – uniquely identified <i>(Delete the entry if no bond is required).</i>	Item will be deleted
4.15.5	Listed Items – not uniquely identified <i>(Delete the entry if clause 4.15.5 does not apply).</i>	Item will be deleted
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is a Local Authority) (Not applicable unless stated to apply and relevant particulars are given below)</i>	Clause 4.17 does not apply
4.18.1	Retention Percentage <i>(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0').</i>	3 per cent
4.19 and Schedule 7	Fluctuations Options <i>(If no Fluctuations Option is selected, Option A applies).</i>	Schedule 7: Fluctuations Option A applies

Clause etc	Subject	
	Percentage addition for Fluctuations Option A, paragraph A.12 or Option B, paragraph B.13	Nil per cent
	Formula Rules for Fluctuations Option C, paragraph C.1.2	Not Applicable
	<i>(For Local Authorities only)</i>	Not Applicable
	<i>(Unless Part II is stated to apply, Part I applies).</i>	Not Applicable
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 The Contract Sum Analysis as identified at Article 4
6.4.1.2	Contractor's insurance – injury to persons or property – Insurance cover <i>(for any one occurrence or series of occurrences arising out of one event)</i>	£10,000,000.00
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £10,000,000.00
6.7 and Schedule 3	Insurance of the Works – Insurance Options	Schedule 3 Insurance Option A applies

Clause etc	Subject	
6.7 and Schedule 3 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent).</i>	15 per cent
6.7 and Schedule 3 Insurance Option A (paragraph A.3)	Annual renewal date of insurance <i>(as supplied by the Contractor)</i>	Contractor to Advise
6.10 and Schedule 3	Terrorism Cover – details of the required cover (state reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required).	Pool Re Cover
6.12	Professional Indemnity Insurance	
	Level of cover <i>(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated).</i>	Amount of indemnity required relates to claims or series of claims arising out of one event.
	<i>(If no amount is stated, insurance under clause 6.12 shall not be required).</i>	and is £5,000,000.00

Clause etc	Subject	
	Cover for pollution/contamination claims <i>(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount).</i>	Is required, with a sub-limit of indemnity of £2,000,000.00
	Expiry of required period of Professional Indemnity Insurance <i>(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).</i>	12 years
6.14	Joint Fire Code	The Joint Fire Code Contractor to advise
	If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	Contractor to advise
6.17	Joint Fire Code – amendments/revisions <i>(The cost shall be borne by the Contractor unless otherwise stated).</i>	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 <i>(where Sections do not apply)</i>	Not applicable
	Sections: rights under clause 7.2 <i>(Delete the entry if rights are not to apply to each Section or amend if they are to apply to certain Sections only).</i>	Clause 7.2 applies as amended
8.9.2	Period of suspension <i>(If none is stated, the period is 2 months).</i>	2 months
8.11.1.1 to 8.11.1.6	Period of suspension <i>(If none is stated, the period is 2 months).</i>	2 months

Clause etc	Subject	
9.2.1	Adjudication	The Adjudicator is to be nominated
	Nomination of Adjudicator – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	President or a Vice-President or Chairman or a Vice-Chairman: The Royal Institution of Chartered Surveyors
	<i>(Where an Adjudicator is not named and a nominator has not been selected, the nominator shall be one of the nominators listed opposite selected by the Party requiring the reference to adjudication).</i>	
9.4.1	Arbitration Appointer of Arbitrator (and of any replacement) <i>(If no appointer is selected, the appointer shall be the President or a Vice-President of the Royal Institute of British Architects).</i>	President or a Vice-President: The Royal Institution of Chartered Surveyors

Part 2: Third Party Rights and Collateral Warranties –

If such rights or warranties are required from the Contractor, complete the particulars in (A) to (D) below:

P&T Rights Particulars

(A) Identity of Purchasers/Tenants on whom P&T Rights may be conferred, and whether (in the case of the Contractor) those rights are to be conferred as third party rights (clause 7A) or by Collateral Warranty (clause 7C)

Clauses 7A, 7C and 7E of the Conditions	Name, class or description of person	The part of the Works to be purchased or let	State in each case which of clause 7A or 7C is to apply
	The Buyer	Plots 11,12,18-20, 26-28	Clause 7A

Paragraph of Schedule 5, Part 1 or Clause of CWa/P&T

(B) P&T Rights from the Contractor

1.1.2	Applicability of paragraph/clause 1.1.2	Paragraph/clause 1.1.2 applies
	Maximum liability <i>(Unless paragraph/clause 1.1.2 is stated to apply <u>and</u> the maximum liability is stated, paragraph/clause 1.1.2 shall not apply)</i>	The maximum liability is £5,000,000.00
	Type of maximum liability <i>(If not stated, it shall be an aggregate limit on liability)</i>	Maximum liability is in respect of each breach

Funder Rights Particulars

Clauses 7B, 7D and 7E of the Conditions	(C) Identity of Funder in whom Funder Rights may be vested under this Contract <i>(If not identified by name, class or description, Funder Rights shall not be required from the Contractor).</i>	Not Applicable
---	---	----------------

Paragraph of Schedule 5, Part 2 or Clause of CWa/F	(D) Funder Rights from the Contractor Nature of Funder Rights from the Contractor <i>(If neither clause reference is deleted, clause 7B shall apply).</i>	Not Applicable
--	--	----------------

6.3	Period required, if other than 7 days	Not Applicable
-----	---------------------------------------	----------------

Collateral Warranties from Sub-Contractors

(E) If warranties are required from sub-contractors, complete the particulars below:

Clauses 3.3 and 3.4 of the Conditions	Sub-contractors from whom Warranties may be required	Type(s) of Warranty (SCWa/P&T, SCWa/F, SCWa/E) from each Sub-contractor	Level of Professional Indemnity insurance required (if applicable)
	Any Consultant Architect or Architectural Scheme Designer whether or not nominated or appointed in the first instance by the Employer	SCWa/P&T & SCWa/E	£5,000,000.00
	Any Consultant Structural Engineer whether or not nominated or appointed in the first instance by the Employer	SCWa/P&T & SCWa/E	£5,000,000.00
	Any Consultant Civil Engineer whether or not nominated or appointed in the first instance by the Employer	SCWa/P&T & SCWa/E	£5,000,000.00
	Other Consultants as relevant – [specify]	SCWa/P&T & SCWa/E	£5,000,000.00

Sub-contractors from whom Warranties may be required	Type(s) of Warranty (SCWa/P&T, , SCWa/E) from each Sub-contractor	Level of Professional Indemnity insurance required (if applicable)
Any Specialist Sub-Contractor responsible for the design and/or execution of piling and/or other sub-structure works.	SCWa/P&T & SCWa/E	£1,000,000.00
Any Specialist Sub-Contractor responsible for the design and/or supply and/or erection/construction of the following:		
- Timber frames and/or other off site manufactured components or other Modern Methods of Construction	SCWa/P&T & SCWa/E	£1,000,000.00
- Precast concrete floors and/or stairs	SCWa/P&T & SCWa/E	£1,000,000.00
- Timber roof trusses	SCWa/P&T & SCWa/E	£1,000,000.00
- Mechanical and/or electrical services installations	SCWa/P&T & SCWa/E	£1,000,000.00
- Other Specialist Sub-Contractors as relevant - [specify]	SCWa/P&T & SCWa/E	£1,000,000.00

AMPLIFICATIONS OF THE CONDITIONS OF CONTRACT

Fifth Recital

Sectional Completion shall not apply

Articles

A new Article 10 shall be incorporated to read:

"Article 10 Amendment 1: CDM Regulations – incorporation

This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations."

Clause 2.9

The boundaries of the site are identified [by red outline] on the plan annexed hereto at Appendix C.

Clause 2.11

Clause 2.11 will be amended to read as follows:

"Subject to Clause 2.15, the Contractor shall not be responsible for the contents of the Employer's Requirements ~~or for verifying the adequacy of~~ **with the exception of** any design contained within them. **In addition to Clause 2.15 the Contractor shall be responsible for verifying the adequacy of all drawings, specifications and other design information for use in connection with the Works whether or not contained within the Employer's Requirements."**

Clause 2.15.2.2

A Planning Application has been made to the Local Authority and the Approval Notice will be separately issued once determined. The Contractor will be responsible for clearing reserved matters/conditions with the Local Planning Authority and shall provide copies of written approvals of reserved matters/conditions.

If any amendment to the Contractor's Proposals becomes necessary for the conformity with the terms of any permission or approval made by a decision of the relevant Authority after the Base Date for the purpose of Development Control Requirements, such amendment shall not be treated as a Change. (I.e. the Contract Sum shall not be varied as a result of compliance with decisions of the Local Planning Authority whether arising before or after the Base Date).

Clause 2.30

This Clause will be amended to read as follows:

"If at any time or times before the Practical Completion Statement or relevant Section Completion Statement the Employer wishes to take possession of any part or parts of the Works or a Section and the Contractor's consent has been obtained (which consent shall not be unreasonably delayed or withheld), then, notwithstanding anything expressed or implied elsewhere within this Contract, the Employer may take possession of such part or parts. The ~~Contractor~~ **Employer** shall thereupon give the ~~Employer~~ **Contractor** notice identifying the part or parts taken into possession and giving the date when the Employer took possession ('the Relevant Part' and 'the Relevant Date' respectively)."

(This amendment is made to provide for the practicalities of the Employer's Agent issuing a Partial Possession Statement, in line with the similar Practical Completion Statement issued under Clause 2.27).

Clause 2.37

Notwithstanding the Contractor's obligations under Clause 3.16 (relating to the provision of information for the Health and Safety File) he is to provide the Employer with a full set of the drawings and specification used in the construction of the Works amended as necessary to show the Works "as built".

Clause 4

For the avoidance of doubt, the Contractor's attention is drawn to the fact that, with regard to "off Site materials or goods", the Employer will not be providing a list of "Listed Items" and no payment will be made for off-Site materials or goods.

Alternative B (Interim Payments)

The Contractor's Applications for Interim Payment are each to be accompanied by the following:

- i) A schedule of work completed and the resultant value.
- ii) Details of sums applied for in respect of any "Changes to the Employer's Requirements" which have been instructed.
- iii) A priced schedule of materials properly delivered to Site in accordance with Clause 4.14.1.2.
- iv) Details of sums applied for under Clause 4.14.2 which are not subject to retention.
- v) Details of any sums to be deducted under Clause 4.14.3.
- vi) A statement of retention to be deducted and/or released by the Employer.

- vii) A statement stating the total payment applied for, the previous payments made and the balance due in the current Application.
- viii) Presentation of receipted invoice/evidenced submission/registration and provision of required reports/assessments and certification to allow payment of related on-costs.
- ix) Prior to the first Application, the presentation of the required Contract insurances and the confirmation of NHBC or equivalent cover is to be made to the Employer's Agent in such detail as requested; together with provision of performance guarantee bond confirmation. No payments will be made under the Contract prior to this being approved.
- x) Such other information as the Employer's Agent might reasonably request. Payment of the Contractor's Application shall only be withheld, as a result of such request for other information, to the extent of those sums within the Application to which such other information relates.
- xi) A VAT invoice to reflect the sum stated as due in the Contractor's Interim Application – after deduction of retention, the cumulative total of any advance payment and the amounts paid in previous Interim Payments. (In the event that the sum specified as due in a Payment Notice or a Pay Less Notice is different from that stated in the Interim Application the Contractor will submit a revised VAT invoice to reflect the sum stated as due in the notices referred to).

Clause 4.9.1

This Clause will be amended to read as follows:

"The final date for payment of an Interim Payment shall be ~~14~~ **21** days from its due date.

NB: Notwithstanding the contractual terms and conditions relating to Payments under Section 4 of the Contract – including those referred to above – the Contractor's attention is also drawn to the section below entitled "Interim Applications (for Payment) – Procedural Arrangements".

Clause 6.5.1

The insurance to which Clause 6.5.1 refers is required

Clause 7.2

This Clause will be amended to read as follows:

"Where clause 7.2 is stated in the Contract Particulars to apply, then, in the event of transfer by the Employer of his freehold or leasehold interest in, or of a grant by the Employer of a leasehold interest in, the whole **or part** of the premises comprising the Works or (if the Contract Particulars so state) any Section, the Employer may at any time after practical completion of the Works or of the relevant Section grant or assign to any such transferee or lessee the right to bring proceedings in the name of the Employer (whether by arbitration or litigation, whichever applies under this Contract) to enforce any of the terms of this Contract made for the benefit of the Employer **in respect of the whole or part of the premises in which the freehold or leasehold interest has been transferred or in which a leasehold interest has been granted.** The assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which arise out of and relate to this Contract (whether or not they are or appear to be a degradation from the right assigned) and which are made prior to the date of any grant or assignment."

Clause 7E

The particulars of Collateral Warranties to be provided in accordance with clause 7E shall be completed as follows:

Warranty Particulars – Clause 7E (Purchasers and Tenants - SCWa/P&T; and Employer – SCWa/E)

Clause etc	Subject	
1.1.2	Sub-Contractor's liability for other losses incurred by Purchaser or Tenant	Clause 1.1.2 applies
	Maximum liability	The maximum liability is £5,000,000.00
	Type of maximum liability	Maximum liability is in respect of each breach
1.3.1	Net Contribution: Consultants	For the purposes of clause 1.3.1 "the Consultants" are: For Collateral Warranties from Sub-Contractors who are not Consultants: Any Consultant Architect Any Consultant Structural Engineer Any Consultant Civil Engineer

Clause etc Subject

		Any Consultant Mechanical and Electrical Engineer
		For Collateral Warranties from Sub-Contractors who are Consultants:
		The Consultants listed above, but excluding the Consultant providing the Collateral Warranty
4	Copyright	Clause 4 applies
5	Professional Indemnity Insurance	Clause 5 applies
	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
	Level of cover for pollution/contamination claims	£5,000,000.00
	Expiry of required insurance	12 years

INTERIM APPLICATIONS (FOR PAYMENT) – PROCEDURAL ARRANGEMENTS

Without prejudice to the contractual terms and conditions relating to Payments under Section 4 of the Contract (including those referred to above), the procedure set out below will be followed to ensure an efficient payment process and avoid any uncertainties over payments to be made – for example (where Alternative A applies) by the agreement of construction stages reached at the time of an Interim Applications' submission:

- i) Submission of a valuation/draft Interim Application by the Contractor to reflect the value of works completed.
- ii) Agreement of the draft Interim Application between the Contractor and the Employer's Agent.
- iii) Submission of the Interim Application in the agreed sum in accordance with the Contract provisions.

In the event that the draft Interim Application is not agreed between the Contractor and the Employer's Agent, the Conditions of Contract shall prevail. (In that event, should the construction stages claimed in an Interim Application not have been reached, then it shall be advised to the Contractor that the 'due date' for payment has not yet occurred).

CONTRACTOR'S PROPOSALS

The Contractor is required to submit his Proposals (via the Employer's Agent unless otherwise stated or instructed) as follows:

The Nominated Scheme Designer has prepared certain drawings – as listed above in the section entitled "Project ("The Works")" and identified as Employer's Requirements – copies of which are issued herewith. The Contractor may adopt any further drawings which the [Nominated or Appointed] Scheme Designer may have prepared as part of his Contractor's Proposals but is responsible for ensuring their compliance with the Employer's Requirements.

A. At the time of tender submission:

- i) A Site Plan to a minimum scale of 1:200, showing the layout of the dwellings together with hard and soft landscaped areas, with the principal external and floor slabs levels shown.
- ii) Floor Plans to a minimum scale of 1:100 showing the accommodation layout and principles of construction.
- iii) Indicative kitchen, electrical, heating and furniture layouts (to demonstrate compliance with the Design & Quality Standards' requirement to accommodate the Schedule of Furniture given in the "Standards and Quality in Development" of the National Housing Federation).
- iv) Elevations showing principal dimensions and external appearance.
- v) Typical full height section through the dwellings indicating wall, window, floor, roof and general principles of construction.
- vi) A specification of Materials/Workmanship with reference to the Employer's Requirements.
- vii) Full details of the Contractor's proposed management team, including any design or other consultants.
- viii) Full details of quality assurance procedures which the Contractor proposes for the scheme.

ix) A Contract Sum Analysis including priced details of any optional/alternative proposals, all as provided for within the Contract Sum Analysis Pro-Forma included within these Employer's Requirements. (Supporting details including design implications are to be provided for any alternatives proposed).

NB Following tender submission, the Contractor may be required to provide further information as might reasonably be requested and/or to attend for interview to elaborate upon and discuss his proposals.

B. Following tender acceptance:

i) Further drawn and other information sufficient to fully demonstrate the entire scheme and allow regular progress on Site when work commences.

ii) A schedule of all proposed working drawings.

iii) A detailed design and construction programme.

iv) A cashflow forecast in line with the detailed programme.

v) Details of Insurances, Tax Status and other documentation as required under the Conditions of Contract.

vi) Information required by the separately issued Pre-Construction (Health & Safety) Information – significantly the Construction Phase (Health & Safety) Plan - to be provided prior to the commencement of construction.

vii) To be submitted to the relevant Local and Statutory and other Authorities - drawings, other information and applications for Planning Permission/Reserved Matters, Building Regulation Approval, or NHBC Registration and other necessary approvals to facilitate a prompt start on Site following the execution of Contracts.

NB The drawings, documents and information required during stage B as referred to above, are to be prepared and submitted, in full consultation with the Employer's Agent, prior to the commencement of construction.

CONTRACT SUM ANALYSIS

The Contractor is to provide an Analysis in accordance with the Contract Sum Analysis Pro-Forma annexed hereto at Appendix D. A copy of this is available electronically upon request.

The Contract Sum is to include for all fees, costs, charges (including Commuted Sums payable to Local or Statutory Authorities), labour, plant and material necessary for the proper design and construction of the Works as required or reasonably inferred from the Employer's Requirements including the preparation and submission of Contractor's Proposals.

The Contractor will be deemed to have visited the Site.

It is intended that in the event of Changes arising under the Contract, the Contractor will be required to submit estimates under Schedule 2 Paragraph 4. Nevertheless, for the avoidance of doubt, the Contractor is to show - where provided in the Contract Sum Analysis - the percentage additions he requires to each section of prime cost for work to which Clause 5.5 might apply.

The Contractor is required to complete the Supplementary Cost Information - where provided at the end of the Analysis.

No claims for additional sums will be admitted as a result of the Contractor's failure to comply with the foregoing.

DESIGN RESPONSIBILITIES

Subject to Clause 2.11 the responsibility for the design and construction of the whole of the Works rests with the Contractor. He must ensure full compliance with these Employer's Requirements and ensure the suitability for purpose and use of the dwellings, using reasonable skill and care in their design and construction.

The Contractor shall also ensure that he - or any other Individual, Firm or Company he may appoint (in accordance with the further requirements given below) as "designer" within the meaning of the CDM Regulations - satisfies himself as to the implications for health and safety of compliance with the requirements of the organisations and documentation listed above within the section headed "Design and Specification" in the design of the Works, the responsibility for which shall remain with the Contractor. If therefore the Contractor considers that such compliance conflicts in any way with the needs of health and safety, he shall bring the item of conflict to the attention of the Employer's Agent requesting a relaxation of the requirement in question, whereupon the Employer's Agent (in consultation with the Principal Designer, if appropriate) will give consideration to the request and advise the Contractor accordingly.

To achieve the foregoing the Contractor will be required to employ persons qualified in design, civil/structural engineering and building services matters and conversant with the CDM Regulations and these persons shall be available at all times during the construction period to provide reasoned explanations and other information to the Employer or the Employer's Agent.

The Contractor's design team will be required to certify that the Works have been carried out in accordance with the Contractor's Proposals.

COLLATERAL WARRANTIES

Where the Contractor requests the written consent of the Employer under Clause 3.3.2 to sub-contract design work to persons who are not employees of his firm, the Employer will, inter alia, require such person(s) to enter into Forms of Deed with the Employer, in order to provide a Collateral Warranty from the said person(s) to the Employer. Such Collateral Warranties shall be in accordance with Clause 7E (namely using JCT Collateral Warranties reference SCWa/P&T and SCWa/E, respectively) insofar as they are stated to apply in Part 2 of the Contract Particulars as amplified above under the section entitled "Amplifications of the Conditions of Contract".

PROGRAMME, POSSESSION AND CASHFLOW FORECASTS

As referred to above under the section headed "Contractor's Proposals" the Contractor is to provide (within two weeks of Site Possession), a Contract Programme for the execution of the Works, together with a Cashflow Forecast based on the Contract Programme and Contract Sum Analysis. A copy of the Programme is to be kept on Site against which progress is to be monitored and recorded. Whenever necessary the Programme is to be revised and updated, as requested by the Employer's Agent and the Cashflow Forecast is to be revised/updated every month.

SEWER CONNECTIONS

The Contractor will be required to provide new foul and surface water drainage systems to service the dwellings. He shall be responsible for ascertaining the availability and location of foul and surface water sewers, and will be required to make foul and surface water drainage connections to the relevant public drains – whether new or existing – and to reinstate any disturbed road and/or footpath surfacing and/or kerbs all to the satisfaction of the Statutory Authorities, making all necessary arrangements and paying all fees and charges and indemnifying the Employer against any costs or claims in connection therewith.

In the absence of public surface water sewers or if so required to satisfy the requirements of the Code for Sustainable Homes or to satisfy Statutory Bodies, and subject to satisfactory ground conditions and the approval of the Building Control Authority and of the Independent Accreditor, soakaways may be used. In that event, however, soakaways are to be brick or concrete ring construction or such other proprietary soakaway as might be approved by the Employer. Rubble filled soakaways will not be permitted.

VEHICLE ACCESS CROSSOVERS

The Contractor is to allow for all necessary works to the public footpaths bounding the Site (including forming new vehicular access crossovers and reinstating footpaths, kerbs and roads) to adoptable standard, as required by the Statutory Authorities and in accordance with the specification of Essex County Highways Authority current at the time of carrying out the Works. The Contractor is to make all necessary arrangements with Essex County Highways Authority for the inspection of the works and its adoption and is to indemnify the Employer against any costs, fees or claims howsoever arising in connection therewith.

PRIVATE DRIVES AND PARKING AREAS

The Contractor is to ensure that his proposed specification for the construction of private driveways and parking spaces is adequate for the purpose, which matter will require written confirmation from a qualified/experienced designer/engineer. The proposed specification for this element of the Works is to be submitted as part of the Contractor's Proposals.

WORKS BEYOND THE BOUNDARY OF THE SITE

With regard to any works beyond the boundary of the Site the Contractor shall issue all necessary notices and obtain all necessary permissions from the relevant Statutory Authorities and enter into any necessary Agreements with them and shall pay all fees, costs and charges in connection therewith prior to commencing work. The Contractor shall be responsible for all temporary works of traffic management/diversion and for all temporary and permanent reinstatement works. The Contractor shall ensure that he maintains adequate insurances in accordance with the requirements of the relevant Statutory Authorities and shall indemnify the Employer against any costs or claims howsoever arising. The Contractor shall, in consultation with the Employer or the Employer's Agent, advise all adjacent owners affected by any off-site works of the proposed start date and duration of the works.

PARTY WALL ACT 1996

The Employer will serve all notices and secure all necessary authority as required under the Party Wall Act to facilitate the carrying out of the Works as described or shown in the Employer's Requirements and will provide the Contractor with copies of all relevant information in this regard.

The Contractor shall ensure compliance with the terms of such notices and authorities in carrying out the Works and shall be responsible for liaising with adjacent owners as necessary.

In the event of any of the Contractor's Proposals requiring further notices to be served and authorities secured under the Party Wall Act he shall himself be responsible for serving such notices and securing such authorities, paying all necessary fees, costs and charges arising.

The Contractor shall indemnify and keep indemnified the Employer against any costs or claims howsoever arising as a result of his failure to comply with the foregoing.

TOPOGRAPHY, SUB-SOIL AND SERVICES

The Contractor will be deemed to have investigated and made allowance for all costs relating to the topography and sub-soil of the site, including the excavation of any ground obstruction, toxic or other hazardous materials (whether solid, liquid and/or gaseous) and its disposal and/or including any necessary temporary and/or permanent construction measures required as a result of the presence of such toxic or other hazardous material all to the satisfaction of the Employer and/or the relevant Statutory Authorities. He will be deemed to have investigated the presence of any existing underground services and to have made allowance for excavation by hand, as necessary, around any such services and/or for their diversion or temporary or permanent protection, as required. The Contractor will be deemed to have investigated and made allowance for the availability and installation of mains water, electricity, telephone and drainage services. The Contractor is to indemnify the Employer against any costs or claims, howsoever arising, in connection with the foregoing.

The Contractor is to note that any information included within the separately issued Pre-Construction (Health & Safety) Information relating to the Site Conditions is given for "information purposes" only in the context of the CDM Regulations and shall under no circumstances diminish the Contractor's obligations/responsibilities for the topography, subsoil and services in accordance with this Clause.

Similarly, the Contractor is to note that any information provided by the Employer, in respect of Statutory Undertakers' responses to enquires, Site Investigation Reports and/or site survey drawings is given for "information purposes" only and it is for the Contractor to ascertain and satisfy himself as to the accuracy and reliability of that information.

ACCESS, ACCOMMODATION & SITE FACILITIES

The Contractor is to make all necessary provisions to ensure adequate access to the site for the delivery of materials and all other purposes.

There are no specific requirements of the Employer regarding site accommodation, other than the provision by the Contractor of suitable accommodation for the holding of meetings, and the right of the Employer's Agent and the Site Inspector to make reasonable use of the Contractor's site office, at no additional cost to the Contract, at the time of periodic site visits.

The Contractor is to allow free access to the Works for the Employer, the Employer's Agent, Selling Agent, and/or such other Inspector, Person or Persons as the Employer or the Employer's Agent might authorise as appropriate.

The Contractor is to provide all necessary site facilities he requires - which are to be in accordance with current construction and health and safety related legislation and regulations - including; accommodation, storage compounds, power, lighting, fuels and water, and administration, safety, health and welfare facilities, provisions for the disposal of rubbish, cleaning and drying out of the Works, protection and security of the Works, maintenance of public and private roads, the provision of tools, plant and transport. (See also the separately issued Pre-Construction (Health & Safety) Information).

MAINS SERVICES AND SUPPLIERS

Meter installations for new mains services are to be arranged with the Suppliers advised by the Employer/Employer's Agent and shall initially be installed in the Contractor's name - with meters being read on Practical Completion.

As soon as possible following advice to the Contractor from utility providers, the Contractor is to prepare and issue to the Employer's Agent for agreement a combined services layout drawing identifying the proposed routes and locations of all new mains services, communication pipes and meters.

ADJACENT RESIDENTS' CONTINUITY OF ACCESS AND USE

The Contractor shall ensure that the adjacent residents and occupiers and their visitors at all times have safe and adequate vehicular and pedestrian access to and from their dwellings/premises and (subject to necessary temporary disconnections) continuous mains services, including water, electricity, gas and telephone.

The Contractor is to ensure that the minimum of inconvenience and disturbance is caused to the residents and occupiers and their visitors (including by virtue of dust, smoke, noise or any other cause).

Without prejudice to the generality of the foregoing the Contractor shall pay particular attention to the avoidance of inconvenience and disturbance as a result of noise before 8.00 am and shall ensure that no noisy plant or machinery is operated before that time.

The Contractor shall not, without the specific prior consent of the Employer or the Employer's Agent, carry out work or permit or condone any other person to carry out work on Site other than during the hours of 7.00 am to 6.00 pm Monday to Friday and 7.00 am to 1.00 pm on Saturdays and shall ensure that no work takes place on Sundays and Bank Holidays.

The Contractor shall indemnify the Employer against any and all costs howsoever arising as a result of his failure to comply with the requirements of the foregoing.

The Contractor is also to ensure that he complies with the requirements of the separately issued Pre-Construction (Health & Safety) Information.

TEMPORARY WORKS

The Contractor will be responsible for the design, provision and maintenance of all necessary temporary works - whether on or off-site - including roads, walkways, access scaffolding, propping, hoardings, fans, fencing, hardstandings and traffic control.

CLEANING THE WORKS

With regard to the provisions made by the Contractor for cleaning the Works, his attention is particularly drawn to the requirements of the Employer in this respect.

The properties will be occupied immediately following Practical Completion and it is imperative, therefore, that the dwellings are cleaned to the highest standards, thereby enabling immediate occupation. Non-compliance with this requirement may result in a delay in the issue of the Practical Completion statement which shall not thereby be deemed to have been unreasonably delayed or withheld.

On completion of the Works the whole site is to be left in a clean and tidy state, with any existing ground, pavings, structure, or vegetation which have been damaged or disturbed, fully and properly reinstated or replaced to the satisfaction of the Employer or the Employer's Agent.

LANDSCAPING MAINTENANCE

The Contractor is advised that he is fully responsible for the maintenance of all landscaped and planted areas throughout the 12 months Rectification Period, including carrying out all necessary watering, feeding, weeding, pruning, grass-cutting (excluding the demised front and rear gardens of dwellings) to ensure neat, tidy and healthy planted areas throughout, and at the end of, the twelve month period. Additionally, any plants which become diseased or die during the twelve month Rectification Period are to be replaced without charge.

FEES, COSTS AND INDEMNITIES

The Contractor is to pay (at no addition to the Contract Sum - unless specifically stated to the contrary) all fees and costs, howsoever arising, in relation to the construction of the permanent and temporary works and is to indemnify the Employer against any claims whatsoever.

CONSTRUCTION INDUSTRY SCHEME

The Contractor is reminded of his obligations under the Income and Corporation Taxes Act 1988 – Construction Industry Scheme (or any statutory amendment or modification thereto) in respect of his own sub-contractors and is to indemnify the Employer against any loss, expense, or claim in respect of sub-contractors' tax matters.

The Contractor is further reminded that the Employer is a "Contractor" under the Act and therefore the Contractor is reminded of the need to provide evidence of his own "CIS tax certification" prior to the execution of this Contract.

NAMEBOARDS

Obtain any necessary approval for and provide and erect on and including suitable, well supported, stained timber framework, a temporary scheme nameboard for the Contract, displaying the names of the Employer and his consultants, together with the names of the Contractor, his consultants required) and the names of the sponsors of the scheme. The wording of the "Development" nameboard is to be finalised in agreement with the Employer or the Employer's Agent, whose approval to the final design draft of the boards is to be obtained prior to their manufacture. The scheme nameboard is to be erected within one month of Site Possession.

POSTAL ADDRESSES

The Contractor will be responsible for liaising with the District Council, and any other interested party, as necessary (e.g. the Post Office, Parish Council, etc) to secure full postal addresses including post codes for the properties, well in advance of Practical Completion, taking into account any preferences of the Employer with regard to street/scheme names.

HANDOVER PROCEDURES AND RECTIFICATION (DEFECTS LIABILITY) PERIOD REQUIREMENTS

On the day of handover of dwellings the Contractor is to provide one original and one further copy of all testing and commissioning certificates to the Employer's Agent. Immediately following Practical Completion of the Works, the Contractor is to provide a Health & Safety File as required under the CDM Regulations in the format given in the Pre-Construction (Health & Safety) Information.

Refer to Appendix E 'Handover Procedures and Defects Liability Requirements'.