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## Commercial contracting and the building of swimming pools

**The use of specialist contractors in the development of wet facilities can become a complex operation. In the last of our SPATA series poacher and gamekeeper Jim Gordon explains how to manage the process so that the best outcomes are achieved for everybody.**

Whether building a new facility or maintaining an old one, it is critically important that the type of contract is established before any specification or quotation is sent to potential tenderers. The Joint Contracts Tribunal (JCT) design and build contract and the new engineering contracts that are available all have different requirements on how the specification and quotation for the swimming pool specialists works are to be formulated. In some cases the contract will be a 'design and build' by the specialist, while in others the design could be done by someone else with the specialist having to follow their design. It would be normal for swimming pool specialists to be commissioned on a design-and-build basis because of the very specialist nature of the work. Using the wrong type of contract can cause problems so be sure you make an informed choice.

If a detailed specification is included in the enquiry it is critical that the specification in its entirety is carefully read through. Specialist swimming pool and wet area works specification could have been included in any number of different clauses throughout the document, dependent on how the specification has been formulated, so read all of it, carefully.

Make sure that the specification prepared by the swimming pool specialist that accompanies their quotation is fully detailed and if the specialist, for whatever reason, is not going to comply fully with the outline or fully detailed specification included with the enquiry make sure they state in the clearest possible way why they are not enclosing a fully compliant specification. If they do not the likelihood is that a claim will be made on the swimming pool specialist by the main contractor or client.

The swimming pool specialist should include in their specification what they have not included and what services and works they expect to be provided by others working on the project. This includes accommodation, storage, welfare and communication facilities, crainage, hoisting, scaffolding, access, lighting and electricity, and any other facilities that the specialist will require in order to carry out their works. One very important item that will be required if a pool tank water tightness test is a requirement is the filling, emptying and the water itself in order to carry out the test. The specification should make clear whose responsibility this is.

With design-and-build contracts it is important that the appointed specialist pool contractor understands at the outset that he is completely responsible for the specialist swimming pool works, even if parts of the work are carried out by their sub-contractors. When this happens the specialist has the sole responsibility, just as if the sub-contractors were employed by them.

The specialist contractor is ultimately responsible for their design and for their work so that the main contractor and the client receive a 'fit for purpose' and easily maintained swimming pool and any other items that form part of the specialist pool package. It is also critical that the specialist pool contractor knows exactly what is expected of him and, if they have any queries, they need to be resolved before the specialist contractor accepts an order and work commences on the project.

One of the major responsibilities that falls to the specialist contractor is the need to ensure that all drawings for the project that in any way impact on the swimming pool specialists' work are inspected by the specialist before work begins in order to make sure that none of the other works have an adverse effect on the specialist's activities. Specialist pool contractors will be expected to

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produce their own working drawings for their specialist works so that they can be integrated and co-ordinated with all the project drawings, thus ensuring the whole project is properly integrated with no loose ends.

In every project that contains pools and other wet leisure facilities it must be borne in mind that these facilities lead the project. In other words, if there is no pool, there is no building required. It is more than likely that the pool specialist will need to attend the majority of the design team meetings and very many of the site meetings. It would be unwise not to take these commitments into account when quoting for the work. It will also be expected of the pool specialist that they produce a works programme, activity by activity, so that this can interface with the overall main contract programme. In the majority of cases a swimming pool specialist contractor is included as part of the design team but they will also be expected to contribute to the overall project if they feel comfortable and experienced in giving advice in other areas.

It is also worth bearing in mind that a clerk of works might be appointed by the client so that all the project works are checked to ensure progress is being made across the board. During the period of the project it is of the utmost importance that any items brought to the attention of the design team are resolved as soon as possible or this could have a bearing on the practical completion date of the project. Problems that are not resolved quickly can lead to a breakdown in communication and trust, which can in turn cause problems in the short term and could give rise to claims by either the main contractor or the client (or both) on the specialist pool contractor if it is found they are at fault. To avoid such claims it is very important that the pool specialist's management visit the project regularly and confirm any decisions by letter or email as soon as possible. If any extra works are required it would be advantageous to agree these (and the cost of carrying these works out) in writing before the extra work is commenced.

Through good administration and communication commercial contracts can run smoothly to increase the likelihood that projects can be brought in on time and budget, leading to satisfied customers and a growing reputation for the swimming pool specialist.

**This article has outlined the main requirements for commercial contracting and it has been authored by Jim Gordon of Jim Gordon Associates. Jim is a member of the SPATA Technical Committee.**

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