

**HORNIMAN MUSEUM &
GARDENS**

ESTATES MAINTENANCE

SCOPE

Revision History

Revision	Date	Author	Notes
DRAFT C	11-04-19	B.MELHAM	<i>Draft Scope for SSQ release</i>

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1 DESCRIPTION OF THE SERVICE

1.1 Overall objectives

- 1.1.1 The *Contractor* shall provide Estates Maintenance (planned and reactive) for the Client's unique estate (the *Affected Property*), as outlined below in the *Scope* and the *Scope* appendices. The *Client* is looking to partner with an experienced contractor of maintenance and reactive works who can deliver best in class service.
- 1.1.2 The Service should reflect the unique environment and address the challenges of working in historic public buildings, around *The Collection* and alongside Client staff and the Public.

1.2 Description of the Service

- 1.2.1 The *Contractor* shall provide full planned and reactive maintenance service as outlined in the *Scope* for all assets and activities detailed within the *Scope*.
- 1.2.2 For the avoidance of doubt all assets, unless otherwise stated, shall be considered to be inclusive of all associated infrastructure including, but not limited to controls, valves, pipework and ductwork.
- 1.2.3 The following examples of infrastructure which shall be considered as part of the asset for all planned and reactive maintenance activities when applying all requirements of the *Scope* to said asset. The principle is to be applied to all assets including, but not limited to;
- 1.2.4 Air Handling Unit (AHU) shall also include;
- Controls.
 - Chilled and heating coils with controls valves.
 - Dampers inlet air and recirculated air.
 - Pipe work to the asset.
 - Ducting from the asset with internal fire dampers.
- 1.2.5 Chiller Plant shall also include;
- Controls to deliver the design temperatures
 - Pipework.

- Motorised valves.
- System valves.

1.2.6 Boilers Plant should have the following assumptions.

- Controls to deliver the design temperatures
- Pipework.
- Motorised valves.
- System valves.

1.2.7 The Contractor shall comply with all requirements of the Scope to ensure that all spaces are fully functional, with minimal downtimes, that responses to call-outs are within specified time periods, and that the pre-determined environmental conditions in each area are maintained. A high standard will be required and appropriate resources provided to ensure the safety and security of the Client's employees/resources and the general public.

1.3 Affected Property

1.3.1 The Client estate is;

- The Horniman Museum & Gardens, 100 London Road, London, SE23 3PQ
- The Museum Study Collection Centre, off Millennium Way, London, SE10 0PG

1.3.2 During the course of the *Service* it is possible that elements of the *Affected Property* may be exited or acquired. In these circumstances, the *Client* and the *Contractor* shall be required to review the *Scope* and if changes are necessary issue a *Task Order*.

1.3.3 The *Affected Property* will be restricted to those areas defined in *Appendix A*

1.4 Definitions

- | | | |
|------|--|--|
| i. | The <i>Client</i>
Gardens Trust | The Horniman Public Museum & Public |
| ii. | The <i>Service Manager</i> | The member of the <i>Client</i> team to which the <i>Contractor</i> is accountable, individual named in the <i>Contract Data</i> . |
| iii. | The <i>Contractor</i> | The supplier of the <i>Service</i> |
| iv. | The <i>Scope</i>
the <i>Service</i> | The document providing the specification for |

- v. *The Service* Provision of full planned and reactive maintenance of the *Affected Property* for the period stated in *Contract Data*
- vi. *Affected Property* The Client estate detailed in *Appendix A*
- vii. *The Collection* All material held in trust by the Client
- viii. *Lead Site Representative* The most senior member of *Contractor* staff who will regularly attend the *Affected Property*
- ix. *Relationship Manager* The senior executive of the *Contractor* who will be have authority over all those working on the *Service* and be the point of escalation.
- x. *Consumables* An item of equipment or material that is purchased for a specific job or an item that requires regular replacement.

1.5 Type of Contract

The works covered by this *Scope* and associated documents shall be undertaken as a fixed price contract between the *Client* and the *Contractor* utilising the New Engineering Contract 4 (NEC4) Term Service contract.

2 GENERAL CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICE

2.1 Use of the Affected Property

- 2.1.1 When the works area is in an occupied part of the building every effort shall be made by the *Contractor* to ensure that any interference is kept to a minimum. All storage space, offices, corridors, galleries etc. and especially access ways, fire exits etc. shall be kept clear of equipment, materials etc. at all times
- 2.1.2 When working in public areas, the working area shall be barred off.

2.2 Access to the Affected Property

- 2.2.1 The *Affected Property* contains a secure series of buildings within which priceless *Collection* items are exhibited and stored. The *Contractor* shall remember at all times that

the safekeeping and public display of the *Collection* are the primary function of the *Client*. All work should intrude as little as possible on these functions.

- 2.2.2 The *Contractor* shall make every effort to minimise the disruption to visitors and staff, particularly when working in public areas.
- 2.2.3 Due to the public nature of the *Client* heightened periods of security may be required from time to time and the *Contractor* shall ensure all their staff and subcontractors are fully conversant with the associated access restrictions and requirements in this regard on an ongoing basis.
- 2.2.4 There is no permanent *Contractor* parking available on the *Affected Property*. Limited parking is available for open use to all *Client* contractors and visitors.
- 2.2.5 The *Contractor* may for various operational reasons be denied access to buildings or areas of buildings and may at times be required to work under escort. Maintenance programmes, times and work patterns shall be tailored to suit the *Client's* operation, occupation and other requirements/activities on the *Affected Property*.

2.3 Deliveries

- 2.3.1 Access for delivery of materials to be arranged via security at each site by the *Contractor*.
- 2.3.2 All deliveries at the *Affected Property* will enter the site through the Horniman Drive gate at the London Road site and through the access gate at the SCC.
- 2.3.3 For all exceptional circumstances not covered by the above must be arranged via the *Service Manager*.

2.4 Noise and vibrations

- 2.4.1 Noise Control shall be provided to comply with the current relevant part(s) of BS 5228 and with the following requirements:

No radios or other noise making leisure instruments to be allowed on the Affected Property.

No noise of any form will be tolerated before 0800 and after 1800 hours without the permission of the Client.

The Contractor's staff, subcontractors and others under their control are only permitted to use radios as guided by the Service Manager.

No excessively noisy power tools, i.e. pneumatic drills etc. will be permitted on the Affected Property without prior approval of the Service Manager.

Adequate supervision shall be provided by the Contractor to ensure no annoyance, damage or nuisance due to noise occurs within the public areas of the Affected Property while undertaking the Scope works.

2.5 Working Hours

2.5.1 The normal opening hours for the museum are as follows:

Monday to Sunday 10:00 – 17:30

2.5.2 There is 24/365 manned guarding based at Horniman Museum, London Road.

2.5.3 The Contractor's normal working hours (core hours) shall be;

08:00 – 18:00

2.5.4 Any works carried out outside of the above shall require prior approval from the Client.

2.5.5 Events and commercial activity regularly take place outside of core hours, opening hours and hours of security coverage. Where a support of these activities is required access shall be arranged with the Service Manager.

2.5.6 Any works carried out outside of the above shall require prior approval from the Client.

2.6 Parking

2.6.1 The Contractor will have use of limited parking for all Client contractor allocated vehicles at

the following locations;

- Contractor parking bays, London Road
- Study Collection Centre, Greenwich

2.6.2 Access for delivery of materials to be arranged via the *Service Manager*

2.6.3 No casual parking is allowed

2.6.4 The *Client* shall not be liable for vehicle damage, losses, penalties etc. against *Contractor* vehicles either on or off the *Affected Property*.

2.7 Use of Equipment

2.7.1 Tools

- i. Hand tools, including powered hand tools, must not be left unattended. If an operative leaves a job temporarily all tools must be secured.
- ii. All tools should be adequately labelled with the Contractor's logo or name. All losses shall be immediately reported to the Service Manager.
- iii. The Client does not accept responsibility for any losses of materials etc. however caused.
- iv. At the end of the day all tools must be removed to a place of security within the Contractor's accommodation.
- v. All tools shall be transported around the Affected Property by suitable means, such as a tool box or bag in order to minimise the risk of damage to the Collection and building fabric.

2.7.2 Scaffolding and Plant

- i. The Contractor is to provide all equipment required for access (e.g. scaffolding, access ladders etc.), and the Contractor shall ensure all users of this equipment are fully trained and compliant with permits to work, RAMS, and all relevant regulations.
- ii. The Client owns access equipment detailed in Appendix X, which is available for use by the Contractor, the Contractor shall utilise

and maintain the equipment as if owned by the Contractor.
Liability for use shall be held by the Contractor, including maintaining ladder register.

- iii. No steps, ladders or other plant shall be left accessible for unauthorised persons to enter the building or adjoining buildings.
- iv. No fixed or external scaffolding shall be used without the expressed permission of the Service Manager. When used a certificate of approval shall be issued and be followed up by regular inspections in accordance with good practice. All necessary licenses shall be obtained, all fees shall be paid by the Contractor.
- v. No scaffolding or other access equipment shall be attached to the fabric of the building without prior permission of the Service Manager.
- vi. All ladders in permanent use, either singly, or forming part of scaffolding external to the main structure must be firmly padlocked and chained against removal. A single ladder or, where appropriate, the bottom section of multiple ladder access to scaffolding shall, at the end of work activity be returned to secure storage or removed from the Affected Property.
- vii. All fixed external scaffolding shall be alarmed
- viii. Appropriate lightning protection shall be in place on all external scaffolding.

2.7.3 Client Equipment

- I. If the Contractor is permitted to use equipment, plant and materials or other such property belonging to the Client the following provisions shall apply;
 - All *Client* property remains the Property of the *Client*.
 - The *Contractor* is responsible for their own costs resulting from any failure of the *Client's* property, unless it can be demonstrated the *Client* was responsible for repair and replacement of the *Client's* property and caused undue delay in it's repair or replacement.
 - The *Contractor* maintains all items of *Client* property in good and serviceable condition in

accordance with the manufacturers recommendations

- The *Contractor* is liable for any loss of or damage to any *Client* property save to the extent that the *Contractor* is able to demonstrate that such loss or damage was caused by the *Client*.

2.8 Restrictions on the use of hazardous materials

- 2.8.1 The *Contractor* shall deliver the *Service* in accordance with the current CoSHH (Control of Substances Hazardous to Health) Regulations and include the information within their site-specific risk assessments and method statements. Key risks shall also be included and update in the *Early Warning Register*.
- 2.8.2 The *Contractor* shall provide and maintain at the *Affected Property* a copy of the current Material Safety Data Sheet (MSDS) for all substances used together with any COSHH Risk Assessments required under the CoSHH regulations. Where the use of hazardous substances has the potential to impact upon the *Client's* staff or other visitors a copy of the current MSDS and CoSHH Risk Assessment is provided to the *Service Manager* before using the substance.
- 2.8.3 The *Contractor* is responsible for all necessary secure and safe storage, fire-fighting equipment, and environmental protection measures required for the substance. Any additional space or storage requirements are to be brought to the *Service Manager's* attention at the earliest possible opportunity.

2.9 Storage of fuel and chemicals

- 2.9.1 The *Contractor* is responsible for all necessary secure and safe storage, fire-fighting equipment, and environmental protection measures required for the substance. Any additional space or storage requirements are to be brought to the *Client's* notice at the earliest possible opportunity.

2.10 Pollutions, ecological or environmental impacts

2.10.1 Smoking is not permitted anywhere within the *Affected Property* and its environs and vaping is not permitted in the buildings.

2.10.2 All assets shall be maintained to high levels of cleanliness, safety and performance in order to minimise dust and pollutants entering in to the *Affected Property*, in particular areas housing the *Collection*.

2.11 Client specific policies and procedures

2.11.1 The *Contractor* shall provide a professional service which as well as being fully compliant with all statutory and good industry practice requirements shall also be compliant with *Client* policies as determined by the *Client* for all areas of the *Service*.

2.11.2 These shall include, but not limited to;

- H&S policy
- Conservation Policy (including environmental condition statement)
- Gallery Use Guidelines
- Security Guidance

2.12 Constraints imposed to meet the requirements of Others

2.12.1 Catering Areas: The *Client's* contractor delivering catering services shall be responsible for maintaining the catering equipment, the *Contractor* shall be responsible for all other maintenance services within these areas as defined in the *Scope*.

2.13 Travelling and Travel

2.13.1 The *Contractor* shall include in their prices and rates for all services, all subsistence, travel, transport and all associated costs. Rates and prices quoted in the *Price List* shall be deemed to be inclusive all such charges, rates and associated costs.

2.13.2 No claim for travel, transport, subsistence or any other such charge will be entertained.

2.14 Confidentiality

- 2.14.1 The *Contractor* shall at all times ensure the confidentiality of the *Client* is protected as set out in the contract documentation.
- 2.14.2 Any concerns in this regard concerning or raised by the *Contractor*, their staff or their Specialists shall be brought to the attention of the *Service Manager*.
- 2.14.3 The *Client* may be subject to Freedom of Information requests, the *Contractor* shall be required to provide information to the *Service Manager* in support of these.

2.15 Security and protection of the Affected Property

- 2.15.1 The *Contractor* shall adhere to the *Client's* security processes for all operatives whom it is intended will work either on the site or have reason to visit the *Affected Property* during the course of the *Service*.
- 2.15.2 The operatives will then be security cleared. Should any operative fail to be cleared they will not be allowed to work on the contract.
- 2.15.3 The *Contractor* shall work with the *Client* ensure all *Contractor* staff have Disclosure Scotland clearance in place in order to work unescorted on the *Affected Property*.
- 2.15.4 The *Contractor* shall issue all requests for access to the *Service Manager*.
- 2.15.5 All the *Contractor's* operatives are to observe the *Client's* security requirements both verbal and written instructions given by authorised personnel.
- 2.15.6 Prior to being security cleared, the operatives shall report to the Security control room and shall sign in. A pass shall be issued to each operative which shall be visibly carried at all times by the operative whilst on the *Affected Property*.
- 2.15.7 If requested when working within an occupied area the operative shall, as a matter of courtesy, explain why they are there and briefly advise what they are proposing to do. When leaving the *Affected Property*, the operative shall report back to Security Staff, hand

back the pass and sign out.

- 2.15.8 No operative is to go beyond the working area or the access routes to and from it., along with the designated access route to the toilet accommodation, as identified on the drawings or advised by the *Client*, without the specific permission of the *Service Manager*.
- 2.15.9 Access to stores will be supervised by the *Client* and agreed in advance with the with *Service Manager*
- 2.15.10 It is the responsibility of all *Contractor* staff to ensure all areas of the *Affected Property* are left secure
- 2.15.11 The *Contractor's* staff, their subcontractors or those working on behalf of the *Contractor* shall all wear clear identification in the form of the *Contractor's* company name and photographic identification at all times whilst on any of the *Affected Property* or undertaking works associated with the *Affected Property*.
- 2.15.12 *Client* ID cards shall be displayed at all times when on the *Affected Property*.
- 2.15.13 Due to the high-profile nature of the *Client* the *Contractor* can expect for all infringements to be fully investigated.
- 2.15.14 The *Contractor* shall have complete responsibility for the safe
- 2.15.15 keeping of any keys issued to them and shall be responsible for the cost of replacing the locks of any compromised entry points due to lost keys. Upon completion of the *Service*, all keys shall be returned to the *Client*.

2.16 Protection of the Affected Property

- 2.16.1 No smoking is allowed by *Contractor* staff is any part of the *Affected Property*
- 2.16.2 The *Contractor* and all those working on behalf of the *Contractor* are to take due care to avoid causing damage to the *Affected Property* and its contents when delivering the *Service*.
- 2.16.3 The *Contractor* shall not handle or move the *Collection* nor move *Collection* storage furniture. If access is only feasible by doing so, then only *Client* staff will carry out

the access preparation work, after due notice period with the *Service Manager*.

- 2.16.4 If the *Contractor's* staff or those working on behalf of the *Contractor* cause damage to the *Affected Property* or it's contents in the course of delivering the *Service*, this shall immediately be reported to the *Service Manager* and the *Contractor* shall bear responsibility for prompt repair, rectification or replacement of the damaged equipment or material, at no additional cost to the *Client* at the discretion of the *Service Manager*. If the *Service Manager* decides that this work is best delivered by a 3rd party then the *Contractor* shall pay compensation to the *Client* in accordance with the extent of the damage, the remedial work necessitated and any other costs associated works associated with mitigating the impact to the *Affected Property*, contents or *Client* activities.
- 2.16.5 The *Contractor* shall be responsible for producing and agreeing specific method statements for access to high level lighting in galleries etc. together with the required protection of the *Collection* below. The *Contractor* will be responsible for the supply of all plant and equipment and in liaison with the *Client*, the programming of such work required in this regard form part of the *Scope*.

2.17 Protection of the work on the Affected Property

- 2.17.1 The *Contractor* shall, at all times, take all necessary precautions to minimise inconvenience, avoid disruption to the business of The *Client* and to prevent injury to persons or damage to the *Affected Property* arising from the carrying out of the *Service*.
- 2.17.2 For planned Works that effect activity of the *Affected Property* (PPM and reactive calls), the *Contractor* shall have responsibility to liaise with *Client* staff, to discuss their requirements, advise *Client* staff of their estimated time of arrival, details of any potential disruption and advise completion of the Works.

2.18 Consideration of Others

- 2.18.1 The *Contractor* shall ensure that all works are to proceed so that they may cause the minimum of inconvenience to *Client* staff, visitors and neighbours.
- 2.18.2 Prior to the commencement of any works which are likely to cause disruption *Client* staff,

visitors and neighbours the *Contractor* shall apply for approval to commence from the *Service Manager* and give notice of at least 5 working days.

- 2.18.3 No obscene literature or language of any variety will be tolerated on the *Affected Property*.
- 2.18.4 No pets will be allowed on the *Affected Property*.
- 2.18.5 At all times *Contractor* staff should be aware that they are representing the *Client* when interacting with the public. If they are unable to deal with a member of the public's request they shall ensure that they are referred to the nearest member of public-facing *Client* staff.

2.19 Cleanliness

- 2.19.1 The *Contractor* shall keep all areas where they are working in a clean and tidy condition at all times.
- 2.19.2 All plantrooms and working areas shall be maintained in a clean and tidy condition

2.20 Waste Material

- 2.20.1 The *Contractor* shall remove all waste in accordance with the *Client's* guidance.
- 2.20.2 The *Contractor* shall clean and remove from the *Affected Property* all rubbish, debris and redundant material arising from the provision of the *Service* in a safe, sustainable and certified manner.
- 2.20.3 The *Contractor* shall ensure that all used filters are removed from site and recycled, where possible.
- 2.20.4 Where replacement parts are provided and installed, the *Contractor* shall ensure that any redundant plant and equipment is removed from the *Affected Property* and disposed of in accordance with the requirements of the Waste Electrical and Electronic Equipment (WEEE) 2002 and other relevant regulations.
- 2.20.5 All waste held temporarily on the *Affected Property* shall be deposited in a location approved by the *Service Manager* at the end of each working day

2.21 Advertising

- 2.21.1 The *Contractor* shall not display nor permit others to display any advertisement on or about the works or site without the prior written consent of the *Service Manager*.
- 2.21.2 No temporary or permanent advertisements, board, notices or signs will be permitted on the works, the *Affected Property* or boundary walls and fences thereof.
- 2.21.3 The *Contractor* shall not use the name, logo or reference to the *Client* in any advertising or promotional material without seeking written consent from the *Client*.

3 CONTRACTOR'S PLAN

- 3.1.1 The *Contractor's Plan* shall be submitted for approval by the *Service Manager* prior to contract commencement with the exception of the full asset verification report.
- 3.1.2 The *Contractor's Plan* will set out a detailed method statement of scheduled maintenance activity for the first year of the *Service*, based on routine works being carried out within the advised working hours and in line with manufacturer maintenance recommendations, British Standards, HVCA guide SFG20, BSRIA guidelines and the specific requirements of this *Scope*.
- 3.1.3 The *Contractor* shall provide the *Client* with a Planned Preventative Maintenance (PPM) Schedule for the *Affected Property* as part of the *Contractor's Plan* based upon the asset information provided in *Appendix X* and *Appendix X*.

4 TASK ORDER

- 4.1.1 The *Client* reserves the right to submit additional assets/activities for inclusion in the *Scope* during the contract.
- 4.1.2 If additional *Scope* is identified it shall be instructed to the *Contractor* by the *Client* through a *Task Order*.
- 4.1.3 The *Contractor* shall provide the *Service Manager* with an updated *Contractor's Plan*

including a *Task Order* programme in response to the *Task Order* within 30 days.

- 4.1.4 The *Contractor* shall submit the *Task Order* programme to the *Service Manager* for acceptance. A reason for not accepting the *Task Order* programme is that it does not comply with either the *Task Order* or the applicable law.
- 4.1.5 The *Contractor* does not proceed with the relevant work until the *Service Manager* has accepted the *Task Order* programme.
- 4.1.6 When a *Task Order* is issued;
- The *Task* price list is inserted in the *Price List* and
 - The work involved is added to the *Scope*
- 4.1.7 The issue of a *Task* is not a compensation event

5 QUALITY MANAGEMENT

- 5.1.1 The *Contractor* shall deliver the *Service* in line with its own Quality Management Policy and all quality management objectives as expressed by the *Client*.
- 5.1.2 The *Contractor* shall detail within the *Contractor's Plan* the approach to quality management plan in accordance with the best practice.
- 5.1.3 All works carried out in the *Service* are to be governed by the *Contractor's* quality methodology detailed within the *Contractor's Plan*, which shall include quality assurance processes and frequencies both on and off the *Affected Property*.

6 TESTS AND INSPECTIONS

6.1 Testing

- 6.1.1 When works are completed as part of the *Service* or as a *Reactive Work Order*, the *Contractor* shall be responsible for testing the complete installation and associated systems.
- 6.1.2 The *Contractor* shall provide all necessary certified instruments, labour and materials to

carry out the specified tests.

- 6.1.3 The *Client* shall provide, free of charge, electricity, water and fuel as may reasonably be required to carry out the specified tests.
- 6.1.4 If in the opinion of the *Service Manager* any part of the works fails the specified tests then the *Contractor* shall remedy any defects and re-test that part of the installation to the satisfaction of the *Service Manager* at the *Contractor's* expense.
- 6.1.5 The *Service Manager* may also invite a *Client* representative to witness and sign off tests.

6.2 Certification, licenses and approvals

- 6.2.1 The *Contractor*, on behalf of the *Client* and in its own right as applicable, shall obtain and maintain for the period of the *Contract* all necessary statutory and regulatory approval certification and licensing to provide the *Service* and for the assets, plant and equipment associated with the *Scope*.
- 6.2.2 All certification and records shall also be clearly identified and logged as part of the *Contractor's* record management system for the *Client's* review.
- 6.2.3 The *Contractor* shall include in their monthly reporting any upcoming testing or other requirements associated with maintaining the full compliance of the installations and / or any areas where current compliance is at risk.
- 6.2.4 The *Client* may carry out annual compliance checks with outside consultants in respect of Fire Certification, Asbestos, Water Risk Assessments etc.
- 6.2.5 Any additional recommendations identified may be passed to the *Contractor* to be quoted as reactive works orders; however, this in no way removes the requirement for the *Contractor* to maintain the works in a compliant state on a day to day basis.

7 MANAGEMENT OF THE SERVICE

7.1 Project Team

- 7.1.1 The *Contract Data* identifies the *Client*, *Service Manager*, *Health & Safety Advisor* and

Contractor and the conditions of contract state what each is required to do.

7.1.2 Client Team

- i. The *Client* shall be members of the *Client* team or their designated representatives. In all matters the *Service Manager* shall ultimately instruct the *Contractor*.

7.1.3 Contractor Team

- i. The *Contractor* shall ensure there is a high level of management associated with the works under this *Scope* with suitable experience and expertise within the maintenance field available within the *Contractor* team at both a site and management level.
- ii. The *Contractor* staff shall remain consistent throughout the period of the *Service* and only be changed by agreement with the *Client* and giving a minimum of 1 months' notice of any such proposed change.
- iii. This to include monitoring of attendance and management of any required holiday or sickness cover to maintain the agreed minimum resource levels detailed in the *Scope* with staff fully conversant with the *Affected Property*, assets and buildings covered by the *Scope*. Equally all staff employed are to be able to move across the *Affected Property* as required with full knowledge of the installed services at each individual site.
- iv. The *Contractor* shall provide and maintain a method statement in the *Contractor's Plan* detailing how the *Service* will be managed in terms of on-going management including:
 - Management roles and responsibilities,
 - Administration/back office support roles and responsibilities,
 - A reporting structure chart
 - The CVs for the proposed *Contractor* roles who will be responsible for managing the *Service*, demonstrating appropriate experience and qualifications, including, but not limited to those listed below;

7.1.4 Lead Client Representative

- i. The *Contractor* shall identify the most senior member of *Contractor* staff in regular attendance on the *Affected Property* as the *Lead Client Representative*.
- ii. This *Lead Client Representative* shall be authorised to receive instructions and to be the point of contact between the *Contractor* and the *Client* on a day to day basis throughout the course of the *Service*.
- iii. This individual will, on behalf of the *Contractor* attend all meetings with the *Client* regarding the *Service* and authorise and sign all reports submitted to the *Client* by the *Contractor*.
- iv. Any change to this role is to be agreed by the *Client* with a minimum of 1 months' notice of such a proposed change.
- v. This *Lead Client Representative* shall take responsibility for the day to day relationship with the *Client*, coordinate, and manage the *Client's* requirements

7.1.5 Client Relationship Manager

- i. The *Contractor* shall name a *Client Relationship Manager* who shall be a senior executive of the *Contractor* who will have authority over all those working on the *Service* and be the point of escalation.

7.1.6 On-site management of subcontractors

- i. The *Contractor* shall be responsible for the day to day management of their subcontractors and that for all subcontractors the *Client's* Permit to Work System is adhered to at all times.
- ii. This shall also include arranging and escorting subcontractors or others under the *Contractor's* control both to gain access to the *Affected Property* and to the work area concerned, arranging necessary permits and H&S documents as may be required. In no way should the *Client* be required to provide this service.
- iii. The *Contractor* shall also provide such attendance as required by their subcontractors or others under the *Contractor's* control in respect of access to the *Affected Property* and restricted areas and or local service isolations.
- iv. The *Service Manager* shall be advised of any planned attendance by subcontractors or others under the *Contractor's* control on a minimum of a weekly basis.

7.2 Communication System

- 7.2.1 All communications between the *Contractor* and the *Client* are to be undertaken using electronic mail as the preferred method of communication.
- 7.2.2 All verbal communication or instructions received by the *Contractor* or others under their control are to be recorded as above and stored in an agreed location.

7.3 Helpdesk

- 7.3.1 The *Client* operate a Helpdesk that covers multiple services.
- 7.3.2 *Client* staff are directed to email maintenance job requests and faults to a central email address.
- 7.3.3 The *Client* reviews the requests and assigns them to the *Contractor*
- 7.3.4 The Contractor shall provide regular updates on every job to the Client
- 7.3.5 The Contractor shall define the process for managing helpdesk requests in the Contractor's Plan
- 7.3.6 The Contractor shall provide the Client with information relating to their management of this element of the Service as part of the regular reporting.

7.4 Management Procedures

7.4.1 Meetings

The *Contractor* shall include for attending regular meetings on-site with the *Client* staff and the *Service Manager* to discuss the progress of the *Service* and any issues relating to it.

7.4.2 Meeting Frequency/Attendance

The *Contractor* shall make the following *Contractor* staff available for the defined meetings;

Meeting				Client	
	Lead Client Representative	Client Relationship Manager	Director	Service Manager	Director
Weekly	X			X	
Monthly	X	X		X	
Quarterly Review	X	X		X	
Annual Review		X	X	X	X

7.4.3 Weekly Meeting

- i. The *Contractor* shall provide the *Client* with the following information, as a minimum, at the weekly meeting;
 - a. Any H&S or operational impact issues in the week ahead
 - b. A review of planned work for the following 2 weeks
 - c. A review of known Reactive works to be undertaken
 - d. A review of the previous weeks works
 - e. A review of planned resource (*Contractor* and Subcontractor)
 - f. Any local access requirements
 - g. Any local isolations required / planned
 - h. Resourcing (inc. holiday/sickness)
 - i. Any other matters raised by the *Client* team

7.4.4 Monthly Meeting

- i. This meeting will require the *Contractor's Lead Client Representative* to provide an update and assessment of *Contractor's* performance in accordance with the *Scope*.
- ii. The *Contractor* shall issue an agenda a minimum of 3 working days ahead of the monthly meeting and shall produce minutes.
- iii. The *Contractor* shall present a proposal for a monthly reporting template as part of the *Contractor's Plan*. This template shall be agreed with the *Client*. As a minimum, this document shall include key information relating to performance for the reporting period and forward planning for the next period.
- iv. The *Contractor* shall issue the report a minimum of 3 working days ahead of the monthly meeting.
- v. The report shall contain;
 - a. a dashboard of key contract metrics including financial performance and KPIs.
 - b. Actions from the previous monthly meeting
 - c. KPI Report including data
 - d. Orders issued over the year and status of each individual order.

- e. Small project work summary
 - f. List and date of subcontractors attending the Affected Property
 - g. Building update and plant conditions
 - h. Finance
 - i. Holidays and cover used
 - j. Events carried out and any future events listing engineer's hours
 - k. Health and Safety identifying accidents, Near Misses, Any concerns
 - l. Training requirements or undertaken and Toolbox talks carried out.
 - m. Utility data trends for the Affected Property, classifying any outliers in the trends
- vi. During the period of *Service* the *Client* and *Contractor* shall by agreement have the opportunity to add further measurable items to this list, such items to be implemented by the *Contractor* within 30 days of request.
 - vii. The *Contractor* shall take minutes of the meeting and issue them for review a maximum 5 working days after the meeting.

7.4.5 Quarterly & Annual Review Meetings

- i. These meetings will require the *Client Relationship Manager* supported by the *Contractor's Lead Site Representative* to provide an update and assessment of *Contractor's* performance in accordance with the *Scope*.
- ii. The *Contractor* shall issue an agenda a minimum of 5 working days ahead of the meetings and shall produce minutes.
- iii. The *Contractor* shall present a proposal for a quarterly and annual reporting template as part of the *Contractor's Plan*. This template shall be agreed with the *Client*. As a minimum, this document shall include key information relating to performance for the reporting period and forward planning for the next period.
- iv. The *Contractor* shall issue the report a minimum of 5 working days ahead of the monthly meeting
- v. The report shall contain a dashboard of key contract metrics including financial performance and KPIs.
- vi. During the period of *Service* the *Client* and *Contractor* shall by agreement have the opportunity to add further measurable items to this list, such items to be implemented by the *Contractor* within 30 days of request.

7.5 Contractor's Application for payment

- 7.5.1 All works shall be agreed prior to commencement with the *Service Manager*.
- 7.5.2 All works shall require a purchase order to be in place before commencement.
- 7.5.3 Correct and accurate monthly invoices shall be submitted to the *Client*, giving a clear breakdown of service solutions provided and include all maintenance, supervision, consumables and sundries as separate items. Invoices should be submitted at the end of the month.
- 7.5.4 All invoices shall be checked and signed off by the *Service Manager*.

8 WORKING WITH THE CLIENT AND OTHERS

- 8.1.1 The *Contractor* shall be responsible for identifying where delivery of the *Service* may clash with the activities of others operating in the *Affected Property*. In such instances, the *Service Manager* shall decide which activity takes priority.
- 8.1.2 Where the *Client* team or other contractors are appointed by the *Client* to deliver activity within the *Affected Property* the *Contractor* shall cooperate fully at the direction of the *Service Manager*.
- 8.1.3 The *Contractor* shall inform the *Client* of any complaints received in connection with the *Service*.
- 8.1.4 The *Contractor* shall deal directly with any such complaints and provide a senior employee and any specialists required to attend meetings at the *Client's* request and at no additional cost to resolve such complaints.
- 8.1.5 Where the *Contractor* is required to incorporate work provided by others, the *Contractor's* responsibility in respect of such work shall be limited to reviewing it and co-ordinating such work to the extent required to ensure the satisfactory performance of the *Service*.
- 8.1.6 The *Contractor* shall be responsible for obtaining such information as necessary to update the *Client* Asset Register following such works.
- 8.1.7 The *Contractor* shall at all times be the primary contact for liaison with and coordination of works within the *Affected Property* in respect of the statutory supply authorities and utilities providers (Gas, Water, Electricity, Telecoms etc.) in order to deliver the *Service*.

9 SERVICES AND OTHER THINGS TO BE PROVIDED BY THE CLIENT

9.1 Contractor Space

9.1.1 The following *Contractor* space is available at the *Affected Property* for use by the *Contractor*:

- i. Communal mess (used by *Client* staff)
- ii. Store (HMG)
- iii. Desk Space in Client Security Office (HMG)
- iv. Ad hoc storage on the sites of the *Affected Property*

9.1.2 There is little on-site storage available other than for lamps and critical spares, critical spares can be stored in plantrooms associated with the spares but this must be done in a manner compliant with H&S guidance.

9.1.3 For dedicated *Contractor* spaces, sole responsibility for cleanliness and decoration

9.2 IT

9.2.1 Basic PC provision linked to the *Client* BMS is available in the Client Security Office

9.2.2 Additional PC's and software required for the *Service* are to be supplied and maintained by the *Contractor*.

9.3 Telephones

9.3.1 The *Contractor* will have access to the *Client*'s land lines each site, however all other mobile communications are to be provided and maintained by the *Contractor*.

9.3.2 All *Contractor* contact details shall be provided to the *Client* and updated whenever changes occur.

9.4 Radios

- 9.4.1 The *Client* will provide radios to cover both sites

9.5 Catering Facilities

- 9.5.1 There are no *Client* catering facilities at the *Affected Property*, however *Contractor* staff are at liberty to use the various public catering outlets within the *Affected Property* at break times subject to availability and provided a clothing is clean and tidy.
- 9.5.2 The *Contractor* shall have access to the staff mess rooms where kettles, microwaves and fridges shall be available.
- 9.5.3 Identification must be displayed at all times when on the *Affected Property* including catering outlets. However, high visibility clothing shall be removed when in public catering outlets.

9.6 Utilities

- 9.6.1 Electricity and water required for the delivery of the *Service* can be utilised where available on the *Affected Property* by the *Contractor*.

10 HEALTH & SAFETY

10.1 General

- 10.1.1 The *Contractor* shall ensure compliance with all relevant statutory and good industry practice obligations regarding Health, Safety and Environmental management that arise out of, or in context with, the work undertaken by the *Contractor*. The *Contractor* is also expected to comply with any additional requirements as detailed in the *Client's* Health and Safety Policies and any other instructions issued by the *Client Health & Safety Advisor*.
- 10.1.2 The *Contractor* shall be responsible for all statutory or mandatory legislation affecting this Scope in its entirety, now and as it may change.
- 10.1.3 The *Contractor* will be responsible for the H&S management directly associated with the *Service* only, overall Health and Safety management of the *Affected Property* is supervised

by the *Client's* Health and Safety Advisor.

10.1.4 The *Client* will arrange ad hoc inspections to ensure that the *Contractor* complies with the relevant health and safety control measure and requirements. The *Contractor* shall allow the *Client* access to observe tasks in progress for this purpose.

10.1.5 The *Contractor* shall be mindful that significant parts of the *Affected Property* are open to the public and consideration for this should be made when undertaking all activities.

10.2 Affected Property Users

10.2.1 The *Contractor* shall, when delivering the *Scope*, ensure at all times the protection of the health and safety of all occupants of the *Affected Property*; Staff, employees, users, visitors and others that might reasonably be affected by their acts or omissions.

10.3 Unsafe Conditions

10.3.1 If the *Contractor* discovers any dangerous situations, inside or outside of the *Affected Property*, they shall bring these to the attention of the *Service Manager* by phone, then follow up in writing.

10.3.2 Should any of the *Contractor's* access equipment become damaged or unsafe they shall be scrapped and replaced by the *Contractor*.

10.4 Fire or Water Hazards

10.4.1 Any works performed by the *Contractor* likely to give rise to hazards from fire or water, such as the use of a naked flame, or cutting in to pipework, will be carried out in such a way as to observe the safety and protection of the *Affected Property* and staff and must be carried out in the presence of suitably equipped members of *Contractor Staff*. The *Service Manager* must be made aware of the use of a naked flame before any such work is undertaken.

10.4.2 The *Contractor* shall adhere to the Client permit to Work process as detailed in the *Client's Health and Safety Policy*.

10.4.3 The *Contractor* shall ensure all existing, new or temporary fire escape routes are

maintained clear and accessible at all times.

10.5 Asbestos

- 10.5.1 The Asbestos Register is available for inspection at Head of Estates Office.
- 10.5.2 The *Contractor* shall provide updates for the *Client's* Asbestos Register to the *Service Manager* and update all of the *Contractor's* own records and associated risk analysis, of all areas within the *Affected Property*, identifying those which:
- i. Are presumed by the *Contractor* to contain asbestos;
 - ii. It has been concluded by The *Contractor* that they do contain asbestos;
 - iii. It has been concluded by the *Contractor* that they do not contain asbestos;
 - iv. Are presumed by the *Contractor* that they do not contain asbestos (if in doubt, asbestos shall be presumed present).
- 10.5.3 The *Client* has removed or identified most of the asbestos from the *Affected Property*. However, it is possible that some areas of the *Affected Property* may include asbestos based materials that have not been previously identified within the Asbestos Register.
- 10.5.4 It is the *Contractor's* responsibility to bring to the attention of the *Service Manager* any area they consider asbestos based material is evident.
- 10.5.5 In the event of suspect material being found the *Contractor* shall immediately stop works, carry out procedures as set out in their risk assessments, method statements or site safety guidance and inform the *Service Manager*.
- 10.5.6 Where asbestos based materials have been discovered in the past and not removed, the asbestos has been encapsulated and labeled accordingly and recorded in the Asbestos Register.
- 10.5.7 The *Contractor* shall not use asbestos, or asbestos based materials in the execution of the works.
- 10.5.8 The *Contractor* shall discharge its obligations under the Control of Asbestos at Work Regulations 2006 and any other subsequent regulations and its amendments and

associated Approved Codes of Practice.

10.6 Equality Act

- 10.6.1 The *Contractor* shall be aware at all times of the implications of the Equality Act 2010 (including all subsequent amendments thereto and associated statutory instruments) and shall draw to the attention of the *Client* any issues at the *Affected Property* in relation to this legislation.

10.7 Legal Compliance

- 10.7.1 The Contractor is to comply with the Health and Safety at Work etc. Act 1974, including all associated statutory instruments subsequent amendments thereto and, to ensure the provision of premises, equipment and systems of work that shall be safe and without risks to the health of the public, occupants or third parties. This shall include including the Workplace (Health, Safety and Welfare) Regulations, Management of Health and Safety at Work Regulations, Provision and Use of Work Equipment Regulations, Personal Protective Equipment Regulations, Manual Handling Operations Regulations, Display Screen Equipment Regulations, Electricity At Work Regulations, Control Of Substances Hazardous to Health Regulations.
- 10.7.2 The *Contractor* shall be obliged to conform to all EC and UK statutory and legislative requirements and to keep up to date with all changes in law that may affect the *Service* on the *Affected Property*, and shall alter the provision of *Service* in reaction to those changes as appropriate. Full cognisance of British Standards, Professional and Trade Codes of Practice shall be taken. All changes shall be communicated to the *Service Manager* and the *Contractor's Plan* updated if required.
- 10.7.3 The *Contractor* shall demonstrate the ability to interpret future legislative changes and advise the *Client* of the potential for operational and financial impact. This ability shall be further demonstrated by the acknowledgement that only emergency legislation shall affect the *Client* financially in any one contract year.

10.8 Records

- 10.8.1 If requested by the *Client* or *Client's Representative*, the *Contractor* shall provide evidence that materials, workmanship and processes used or intended to be used in Providing the *Service* comply with the standards required under the *Scope* and other contract document.
- 10.8.2 The *Contractor* shall regularly update all maintenance records for the *Client*, including the

plant and equipment asset registers, PPM Schedule and logbooks, to enable an audit trail to be established in accordance with the agreed quality standards for the contract

10.8.3 All maintenance records are to be held onsite at each site on the *Affected Property*, along with back-up copies that the *Contractor* holds off-site.

10.8.4 The *Contractor* shall retain throughout the period of the Service copies of drawings, specifications, reports, calculations and other documents which record the *Service*; documents and information obtained or prepared by the *Contractor* or any of their subcontractors in connection with the *Service*.

10.9 PPE

10.9.1 The *Contractor* shall supply all necessary PPE to all those under its control, applicable to the tasks being performed.

10.9.2 The *Client* will not permit tasks to proceed if inappropriate or no PPE is found to be in use. In such cases the *Client* will not be liable for any abortive time etc. associated with providing the correct PPE.

10.10 Safe Systems of Work

10.10.1 Safe systems of working shall be provided for all areas where high-level access is required for the purpose of maintaining and or upgrading building elements or services

10.11 Permit to Work System

10.11.1 The *Client* operates a 'Permit to Work' system across the *Affected Property*

10.11.2 The *Contractor* shall adhere to all elements of the *Client's* Permit to Work process as detailed in the *Health and Safety Policy*.

10.11.3 The *Contractor* is to ensure all staff and subcontractors understand the implications of the conditions listed on the Permit.

10.11.4 A request for a Permit to Work form is required in advance of any works being carried out and shall be made to the *Security Manager* based at the London Road site.

10.11.5 Before commencing any work that is likely to interrupt normal operational activities at the

Affected Property, a request for authorisation is to be submitted by the *Contractor* to the *Service Manager* in the form of a Permit to Work request.

10.11.6 All works requiring access will require a Permit to Work including, but are not limited to:

- i. Working in confined spaces
- ii. Hot works
- iii. High and low voltage electricity works
- iv. Working with asbestos
- v. Working at height including on roofs and scaffold towers.

10.11.7 The permit to work system is owned and managed by the *Client* and the *Contractor*, or others employed by them in connection with the *Service*, shall conform in all respects to the Permit to work system.

10.11.8 The *Client's* permit to work system will be managed by the *Client Security Manager*.

10.11.9 During the mobilisation period the *Contractor* and all under their control will be required to become fully conversant with the *Client's* local Permit to Work system.

10.11.10 For all regular activities not specified above there may be the opportunity, in liaison with the *Service Manager*, to apply for an annual permit to work for low risk activities.

10.12 Signage

10.12.1 The *Contractor* will publish all Health and Safety notices for all users of the *Affected Property* and all other relevant signage related to the *Contractor's* works and areas of responsibility.

10.13 Competent Persons

10.13.1 The *Contractor* shall advise the *Client* of the competent person or persons appointed to assist with undertaking the measures required to meet the statutory duties under health; safety and fire legislation in accordance with Regulation 7 of the Management of Health and Safety at Work Regulations 1999. This named person(s) shall liaise on a regular basis with the *Client's* Health and Safety Advisor and attend monthly, quarterly and annual review meetings.

10.13.2 The *Contractor* shall notify the *Client* of those persons having management responsibility

for health and safety, and their specific duties, on a day-to-day basis where they differ from the person(s) identified above.

10.13.3 The *Contractor* shall identify the line management responsibilities for health and safety and the measures taken to ensure these are being executed effectively, to the *Client*.

10.13.4 The *Contractor* shall ensure that their staff or those working on behalf of the *Contractor* receive training, including induction training in accordance with their duties under health and safety (including fire) legislation and provide a copy of all such training and induction training programs to the *Client*.

10.14 Authorised Persons

10.14.1 The *Contractor* shall ensure that there are persons available with the appropriate technical qualification to undertake the following activities;

i. Electrical

- a. To carry out electrical risk assessments
- b. To make LV systems safe for work
- c. To prepare method statements
- d. To prepare Safety Programs
- e. To issue Low Voltage Permits to Work
- f. To issue Low Voltage Isolation Certificates
- g. To issue sanction to work on/adjacent live electrical equipment at Low Voltage

ii. Mechanical

- a. To carry out risk assessments for Mechanical systems
- b. To make Mechanical systems safe for work
- c. To prepare method statements
- d. To prepare Safety Programmes
- e. To issue Mechanical Permits to Work
- f. To issue Mechanical Isolation Certificates
- g. To issue sanction to work on/adjacent Mechanical equipment

10.15 INCIDENT REPORTING

10.15.1 All reportable incidents shall be notified to the *Service Manager* in addition to the enforcing authorities. The *Contractor* shall ensure that all accident reports arising from for all

accidents and incidents on the *Affected Property* are copied to the *Client*. The *Contractor* shall be proactive in the recording of near miss incidents on the *Affected Property*, and provide copies of any reports to the *Client*.

- 10.15.2 The *Contractor* shall be responsible for monthly reporting on accidents to The *Client*, including 'nil return' reporting.
- 10.15.3 The *Contractor* is responsible for providing updated copies of health and safety documentation to the *Client*, in the event of changes in legislation or other relevant event.

10.16 Construction (Design & Management) Regulations

- 10.16.1 Where the Construction (Design and Management) Regulations apply, the *Contractor* will undertake the duties of Principal Contractor (in accordance with Regulations 13 and 14) and/or Contractor (in accordance with Regulation 15) as applicable. The *Contractor* is also the Principal Designer and/or Designer unless an alternative Principal Designer and/or Designer is appointed, and undertakes the relevant duties (in accordance with Regulations 11 and 9 respectively).

10.17 HEALTH & SAFETY SUPPORT

- 10.17.1 The *Contractor* shall provide access to competent help for all *Contractor* staff and the *Client* in applying the provisions of health and safety law relevant to the *Service*.

10.18 Risk Assessments, Method Statements and Safe Systems of Work

- 10.18.1 The *Contractor* shall ensure that Risk Assessments, Method Statements and Safe Systems of work, are produced and maintained up to date for all significant risks arising out of or in context with the *Scope*, and other associated activities for which he has responsibility/control, and has provided these to the *Client* and that all local H&S Risk Assessments, Method Statements etc., remain up to date with regard to the works for which he has responsibility / control. Risk Assessments shall be site-specific and take full account of the effects of any work on building occupants and or the local environment.
- 10.18.2 During the mobilisation period and prior to the commencement of the *Service*, and at regular intervals thereafter, the *Contractor* shall undertake a full risk assessment of the *Service* at no additional cost to the *Client*.
- 10.18.3 The *Contractor* shall also provide site specific method statements (based on risk

assessment(s)) for the activities identified within the *Scope*.

- 10.18.4 Risk assessments and method statements are to be site specific and documented by the *Contractor*, and a copy provided to the *Client*. The *Contractor* shall implement such procedures and practices in relation to the *Service* as are necessary to remove or reduce the identified risks.

10.19 Sub-Contractors

- 10.19.1 The *Contractor* shall ensure that all of their subcontractor's comply with all legal and *Client* Health & Safety requirements.

11 SUBCONTRACTING

11.1 General

- 11.1.1 It is expected that the majority of the works to be carried out under the *Scope* will be self-delivered by the *Contractor*; however, a certain limited number of specialist areas may be undertaken by *Contractor* employed Subcontractors.
- 11.1.2 All sub-contractors shall operate within the performance and payment mechanisms of the *Contractor*.
- 11.1.3 The *Contractor* is responsible for providing the service as if he had not subcontracted the work.
- 11.1.4 The *Contractor* will submit the proposed conditions of contract for each subcontract to the *Client* for acceptance unless the *Client* has agreed that no submission is required. The *Contractor* shall not appoint a subcontractor on the proposed subcontract conditions submitted until the *Client* has accepted them.
- 11.1.5 It shall be the responsibility of the *Contractor* to ensure the *Client* is continuously updated with the names of the *Contractor's* staff, supply chain and consultants and their staff operating within the *Affected Property*.

11.2 Existing Subcontractors

- 11.2.1 A list of current subcontractors who activities fall fully/partially within the *Scope* can be

found in *Appendix X*.

- 11.2.2 A number of these subcontractors have specialist skills and knowledge of the *Affected Property* and systems and although the *Client* is not specifying contract elements the *Contractor* should consider the value of this knowledge.

11.3 Vetting

- 11.3.1 The *Contractor* shall institute a stringent vetting procedure when working with his supply chain. Any relationship entered into shall be subject to the headline terms of The *Contractor* and any reference to The *Contractor* shall be taken as reference to any sub-contractor working with or on behalf of The *Contractor*.
- 11.3.2 The *Contractor* shall warrant that the performance measures, within which they are expected to operate, have been transferred contractually to any supply chain sub-contractors.
- 11.3.3 The *Contractor* shall ensure that all subcontractors and supply-chain partners carry adequate insurance for their activities and that they are legally and professionally compliant in all activities performed as part of the *Service*.

11.4 Change Management

- 11.4.1 The *Contractor* shall maintain consistent performance throughout the *Contract* term and changes to Subcontractors shall only be by agreement with the *Service Manager* and subject to a minimum of one month's notice.

12 CLIENT'S SERVICE SPECIFICATIONS

12.1 SERVICE SPECIFICATION INTRODUCTION

- 12.1.1 This section is concerned with the particular details of the maintenance of the mechanical and electrical services, and the associated works, required within the *Affected Property*.
- 12.1.2 The *Contractor* shall be required to work closely with the *Client* team and the *Service Manager* will manage the contract on behalf of the *Client*.
- 12.1.3 The *Contractor* shall provide fully trained and qualified personnel to carry out the contract works within the *Affected Property*.

12.2 MOBILISATION

- 12.2.1 The activities that shall be carried out after the *Client* has selected the *Contractor*, but before the *Contractor* commences work on the *Affected Property*;

- i. The *Contractor* shall submit the *Contractor's Plan* detailing how the *Service* will be provided, reflecting the requirements of the *Scope* within the timeframe set out in the *Contract Data*
- ii. During the mobilisation period the *Contractor* is not responsible for undertaking the *Service*, but shall:
 - a. Ensure that the *Client's* rules and procedures are fully understood
 - b. Become acquainted with the *Affected Property*, layouts and access arrangements
 - c. Allow for attendance of key *Contractor* personal at meetings with the *Client* to discuss the actions required in the mobilisation and procedures to be adopted
 - d. Ensure that all *Contractor* staff are appropriately trained to undertake the scope of work identified
 - e. Ensure that *Contractor* staff are appropriately trained on the *Client* BMS and other systems such that they are competent in their correct use
 - f. Ensure that all available information is gathered for the execution of the *Service*
 - g. Undertake local Health and Safety induction where required by the *Client*.

- h. Provide electronic copies of any schedules produced against the Client's asset registers.
- i. Provide written reports to the Client covering the following:
 - Asset Exception Report
 - Provide a safety audit of the installations and working areas together with associated RAMs
 - Liaise with the *Client* to review and update the *Client's* Risk registers as required
 - Provide a schedule of suggested spares.
 - Provide disaster recovery plans / method statements for all key systems to be discussed and agreed with the *Client*

12.3 ASSET REVIEW

12.3.1 During the first 3 months of the *Contract* the *Contractor* shall undertake an asset verification across the *Affected Property* and produce an Asset Exception Report to bring to the attention of the *Client* any variance from the data provided, which could materially affect the price submitted, together with costs where appropriate. By the end of this period the *Contractor* shall be deemed fully aware of the level of installed plant and to be fully satisfied unless, the *Client* has been notified to the contrary.

12.3.2 The *Client* will review the Asset Exception Report with the *Contractor* to identify defects and may require (but offers no commitment to) the *Contractor* to;

- Undertake proposed remedial work, based on price breakdowns provided.
- Or;
- To review the tender scope of work in respect of the plant item concerned

12.3.3 During the first 3 months of the *Contract* the *Contractor* shall update the existing Asset Register. Updates to include;

- Manufacturer details including life expectancy
- Model number
- Serial number
- Date of installation

12.3.4 Each asset shall be given a unique asset number on the Asset Register, either as a

barcode that can be read electronically or a tag label.

12.3.5 The *Contractor* will enter all the updated asset data on the Client's Asset Register.

12.4 PERSONNEL AND SERVICES TO BE PROVIDED

12.4.1 Suitably mechanical and electrical qualified personnel are to be provided as minimum to support the Service.

12.4.2 The personnel shall provide regular attendance on the *Affected Property*, to carry out routine maintenance, breakdown maintenance, remedials and small works

12.4.3 Regular attendance at the *Affected Property* from a fully site inducted controls engineer to be conversant and competent with building management systems.

12.4.4 The following specialist trades shall attend the *Affected Property* as and when required;

- i. Refrigeration Engineer
- ii. Combustion Engineer
- iii. Additional specialists as required

12.4.5 The *Contractor* shall be responsible for providing adequate staff and resources to complete all of the various tasks as detailed in the *Scope*.

12.4.6 The *Contractor* shall state in its tender return the numbers and details staff to provide the cover required.

12.4.7 The *Contractor* shall be responsible for devising a suitable shift pattern to provide the *Client* with the requisite cover.

12.4.8 The *Lead Client Representative* shall be equipped with a mobile phone by the *Contractor* so that they are contactable at all times during normal working hours.

12.4.9 The *Lead Client Representative* shall act as the point of contact and shall take instructions from the *Service Manager*.

12.4.10 The *Lead Client Representative* shall liaise, instruct, programme, guide and manage the other operatives on the *Affected Property*.

12.4.11 The *Contractor* shall provide a mobile phone for use of the other on-site operatives to be

used when they are 'on-call' or when they leave the *Affected Property*.

- 12.4.12 The *Contractor* shall notify the *Service Manager* a minimum of one month in advance of any change to personnel working on the *Affected Property*. The *Contractor* shall also provide a list of replacement personnel.
- 12.4.13 During any period that the personnel are not fully utilised on the necessary routine maintenance they shall carry out minor works and repairs as directed by the *Service Manager* at no extra cost to the *Client*.
- 12.4.14 Unless otherwise agreed with the *Service Manager*, if the *Contractor* does not provide staff to cover the posts detailed by the *Contractor* in the *Price List*, The *Client* shall have the right to make appropriate pro-rata adjustments to the monthly charges. The *Contractor* shall detail within the *Contractor's Plan* how he will provide holiday and sickness cover to ensure the smooth operation of the *Scope*.
- 12.4.15 All personnel attending the *Affected Property* do so upon the approval of the *Service Manager* and all unsatisfactory staff shall be replaced by the *Contractor*.
- 12.4.16 The *Contractor* shall ensure that all new staff are familiar with the *Affected Property*, fully qualified and trained for the work required before commencing work in the *Affected Property*.
- 12.4.17 The *Contractor* shall provide CVs for all proposed staff for approval by the *Service Manager*.

12.5 SKILLS & TRAINING

- 12.5.1 The *Contractor* shall, if required by the *Client*, provide evidence of staff competence on request and provide the *Client* access to a regularly updated training matrix.
- 12.5.2 The *Contractor* shall provide the *Client* with evidence of personnel's competence on each anniversary of the contract award
- 12.5.3 The *Contractor* shall provide and training plan and skills matrix for all *Contractor* staff, these documents shall be available to the *Client* and reviewed by the *Contractor* on a monthly basis.

12.5.4 The Skills/training shall include, but not limited to;

- i. Planned preventative maintenance for the *Client's* M&E plant and equipment
- ii. Breakdown maintenance
- iii. Small works, installations
- iv. Replacements to electrical and mechanical services
- v. Emergency lighting maintenance and testing
- vi. Water treatment
- vii. Chlorination of cold water services and tanks
- viii. Cleaning and chlorination of DHWS calorifiers and chilled water buffer vessels
- ix. Cleaning of plantrooms
- x. Lamp replacement works
- xi. Fire damper testing
- xii. Boiler efficiency testing
- xiii. Controls maintenance
- xiv. Annual High Voltage maintenance for main HMG site

12.6 SITE COVER

- 12.6.1 The *Client* requires maintenance cover 24hrs 365 days per year, with a call-out facility when there are no Contractor staff on site
- 12.6.2 At least one *Contractor* operative will be required on the *Affected Property* on regular day(s) as agreed with the *Client*
- 12.6.3 The *Contractor* will be required to provide attendance for special events or additional activities; where these occur out of core hours these shall form a *Reactive Works Order* at the agreed rates when supplemented by time sheets.
- 12.6.4 All *Contractor* staff supporting special events and additional activities shall, as a minimum, be fully inducted on the *Affected Property*. In providing this cover there should be no impact to the *Service*.
- 12.6.5 Commercial activity requiring *Contractor* support is anticipated to increase during the contact period and may require simultaneous multi-site coverage.

12.7 INFORMATION MANAGEMENT SYSTEM

- 12.7.1 The *Contractor* shall provide a systematic process of information transfer and storage that is to form the central focus for all planned and reactive service provision.
- 12.7.2 The *Contractor* shall include full details of their plan for this process within the *Contractor's Plan*.
- 12.7.3 The process shall ensure the recording of the location and type of assets within the *Affected Property*.
- 12.7.4 The *Contractor* shall deliver the results of cyclical maintenance and reactive works through this process
- 12.7.5 It will be the responsibility of the Contractor that all data is stored and made available to the Client upon request.
- 12.7.6 The *Contractor* will be responsible for ensuring that their employees are adequately trained to deliver the process
- 12.7.7 Assets, each of which are individually numbered are capable of being identified in two hierarchical structures, one system based system hierarchy, the other geographically.
- 12.7.8 All managerial, quality monitoring, PPM tasks and reactive activities are to be managed, executed, and monitored through these processes.
- 12.7.9 The *Contractor* have processes in place capable of issuing maintenance work orders to their staff
- 12.7.10 The *Contractor* is to provide the necessary resources to integrate, maintain, extend, and enhance both the quality and the depth of the information held to the mutual benefit of both itself and the *Client*.
- 12.7.11 The Contractor shall capture maintenance costs, both for direct labour and for sub-contract labour, in addition to materials costs for each asset, the Contractor is also to capture other

material and sub-contract costs.

- 12.7.12 The *Client* shall in part review the *Contractor's* performance (KPI) by regularly and routinely querying the data held by the *Contractor* to ensure the feedback information associated with its activities is promptly and accurately recorded.
- 12.7.13 The *Contractor* is to ensure that the requirements for full access to *Contractor's* records, service information, and assets is achieved.
- 12.7.14 The *Contractor* is to recognise the *Client's* ownership of all data used or generated in the delivery of the *Scope*.
- 12.7.15 In relation to reactive activities that result in a repair which cannot be completed due to lead times of replacement parts or the need for *Client* sanction of costs, the *Contractor* shall create a measure allowing for the suspension of any activity under this scenario. The *Contractor* is to agree in advance with the *Service Manager* the exact criteria for any such potential suspension and / or where this would not be acceptable

12.8 PLANTROOMS

- 12.8.1 All plantrooms and working areas shall be maintained in a clean and tidy condition

12.9 PLANNED PREVENTATIVE MAINTENANCE

- 12.9.1 Planned Preventative Maintenance is to be maintenance activity undertaken on a planned regular/cyclical basis to maintain the condition of an asset to an operational standard at least equal to that it is in at the start of the *Service*.
- 12.9.2 The *Contractor* shall provide the *Client* with a Planned Preventative Maintenance (PPM) Schedule for the *Affected Property* as part of the *Contractor's Plan* based upon the Asset Register provided in *Appendix X*.
- 12.9.3 In the Asset Register Appendix X the Client has nominated it's assets in to 2 categories and has a different base maintenance requirement for each asset type. It shall be for The Contractor to provide a service that meets the base requirements of each maintenance

type. The Contractor shall, where appropriate, make proposals to enhance the service to meet the broader requirements of the Client.

Asset Classification	Base Maintenance Requirement
Critical	Planned Preventative & Reactive
Non-Critical	Reactive

- 12.9.4 The PPM Schedule shall be developed to ensure;
- Useful lifespan of the asset is maximised
 - Efficient and cost-effective use of the asset
 - The asset enables *Client* operations
 - The asset is operated safely and compliantly
- 12.9.5 The *Contractor* shall include within their tender and make adequate arrangements to provide the following to deliver the PPM for ME plant and equipment;
- Site familiar staff
 - Specialist trades
 - Additional labour
 - Materials and tools
 - Equipment
- 12.9.6 The schedule for the planned preventative maintenance shall be controlled by the *Contractor* and be made accessible to the *Client* at all times.
- 12.9.7 The PPM Schedule shall set out the timing and frequency of planned maintenance activity for the first year of the *Service*, based on work being carried out within the working hours identified in the *Scope*, in line with SFG20 (where applicable), manufacturer maintenance recommendations, British Standards, BSRIA guidelines and this *Scope*.
- 12.9.8 The *Client* shall be given the opportunity to comment on the PPM Schedule prior to the start of the *Service*. Any amendments are to be made by the *Contractor* at no additional cost before final acceptance is sought from the *Client*.
- 12.9.9 For each subsequent year of the *Service*, the *Contractor* shall review the PPM Schedule with the *Client* and generate a new annual PPM Schedule for the *Affected Property* and gain agreement from the *Client* at least two months in advance of implementation.
- 12.9.10 On an ongoing basis during the *Service* the *Client* will carry out reviews of the PPM activities being undertaken as set out in the *Contractor's* PPM Schedule. The *Contractor* will provide resource, at no additional cost to the *Client*, to assist in the planning and

undertaking of these review activities.

- 12.9.11 Records of these reviews may be forwarded to relevant governance bodies to demonstrate compliance is being achieved across the *Affected Property*.

12.10 WARRANTIES

- 12.10.1 Certain items of plant and equipment are still within the manufacturers warrantee periods.
- 12.10.2 The *Contractor* shall identify these plant items and to ensure any and all maintenance to maintain the manufacturers / installers warranties is carried out whether specifically identified as a SFG20 requirement or not.
- 12.10.3 This shall also apply to any new plant and equipment installed by the *Contractor* during the *Service*. Maintenance of all such plant and equipment shall be as required to maintain the manufacturers warrantee for the period of the manufacturers warrantee or 3 months whichever is the longer period.

12.11 BREAKDOWN

- 12.11.1 The *Contractor* shall provide suitably qualified staff to carry out repairs to any item of plant that breaks down or fails to operate.
- 12.11.2 The staff provided shall be capable of completing the necessary repair works and re-commissioning the plant.

12.12 REACTIVE WORK ORDER

- 12.12.1 *Reactive Work Orders* shall be used to instruct reactive maintenance requirements where the total cost is in excess of the Comprehensive Reactive Allowance threshold (CRA threshold) of £500.
- 12.12.2 Reactive work orders will be raised by the Client to the Contractor
- 12.12.3 The Contractor will respond with up to 3 quotes for consideration by the Client with indication of materials, labour and associated mark-ups. The Contractor is to respond with quotes being returned within 5 days unless these periods are changed with the agreement of the Client.
- 12.12.4 The Client will monitor progress of the Contractor quotes and resultant works as part of the

KPI process.

12.13 SMALL WORKS INSTALLATIONS (e.g. under £10,000)

- 12.13.1 As part of the *Service* where there is capacity for the *Contractor's* on-site staff they shall be required to complete small M&E works as directed by the *Service Manager*. Materials for these works will be charged to the *Client* by a *Reactive Work Order*.
- 12.13.2 The *Client* reserves the right not to offer any or any particular Small Works to the *Contractor* to price and may use an alternative procurement route to deliver such works.

12.14 MINOR WORKS

- 12.14.1 Minor Work is work other than Planned Preventative or Reactive Maintenance required by the *Client*. Minor Works include but are not limited to, replacement, remedial works, major repairs (normally over £10,000), refurbishment, upgrade/improvement works, redecoration, and removal.
- 12.14.2 Minor Works will be instructed by the *Client* to the *Contractor* via a *Reactive Work Order*.
- 12.14.3 The *Client* may also request that regular Minor Works to be included in the *Service* via a *Task Order*.
- 12.14.4 The *Client* reserves the right not to offer any or any particular Minor Works to the *Contractor* to price and may use an alternative procurement route to deliver such works.

12.15 EMERGENCY LIGHTING TESTING

- 12.15.1 Emergency lighting shall be tested to the requirements of BS 5266. The works shall be completed by the on-site staff. These works are to include both maintained and non-maintained fittings along with associated control and power equipment. The *Contractor* will also arrange for the programmed testing of all Emergency light fittings
- 12.15.2 Testing of emergency fittings will include flick testing (monthly), 1 hour discharge tests (every 6 months) and 3-hour discharge tests (annually).
- 12.15.3 For office areas, the Contractor shall endeavour to undertake work at a time that minimises impact to staff based in these areas.
- 12.15.4 For gallery areas, emergency lighting testing shall be completed outside of public opening

hours.

12.16 LAMP REPLACEMENT WORKS

12.16.1 The *Contractor* shall be responsible for monitoring and carrying out lamp replacement works for the *Affected Property*.

12.16.2 These works fall into the following broad categories;

- i. Offices
- ii. Galleries
- iii. External
- iv. Security

12.16.3 Offices

- i. Lamp faults to be advised to *Service Manager*. The *Service Manager* then instructs *Contractor* when to replace these lamps
- ii. Lamp replacement works in offices can be completed at any time providing;
 - a. The office occupants agree
 - b. Replacing the lamps does not cause a safety hazard

12.16.4 Galleries

- i. Lamp replacement works need to be completed before or after opening hours
- ii. The *Contractor* will be required to complete regular tours of all gallery areas to identify and replace defective lamps or fittings. Also as part of moving around the *Affected Property* they should capture any failed lamps or fittings
- iii. The following shall be excluded from these works;
 - a. Lighting in showcases
 - b. Projectors

12.16.5 External

- i. The *Contractor* is to be responsible for the replacement of all defective external lamps
- ii. The *Contractor* is responsible for cleanliness and operation of all fittings.

12.16.6 Stock

- i. The *Contractor* shall be responsible for ordering and keeping stocks of lamps, ballasts and fittings at the *Affected Property*.

- ii. As part of the *Contractor's* mobilisation activities the existing stock of lamps will be reviewed and discussed with the *Client* with any deficiencies brought to the attention of the *Client*.
- iii. It shall be the *Contractor's* responsibility to arrange for the certified disposal of replaced and or broken lamps
- iv. All lamp consumables must meet the required specification of the *Client*, in particular for *Collection* areas. If replacements are not like for like then approval must be sought from the *Service Manager*.

12.16.7 Strategy

- i. Where recommendations for upgrading to energy efficient alternatives are viable they shall be brought to the attention of the *Service Manager*. These recommendations shall also reflect *Client* conservation requirements.

12.17 CONTROLS

- 12.17.1 The *Contractor* shall provide and experienced controls engineer who is fully conversant with the Building Management Systems installed on the *Affected Property*
- 12.17.2 The *Client* has a minimum expectation of attendance from the Controls Engineer of one day a month. During attendance, they should make themselves known to the *Client*.
- 12.17.3 When the Controls Engineer is not present on the *Affected Property* access to specialist support.

12.18 HOLIDAY AND SICKNESS COVER

- 12.18.1 The *Contractor* shall notify the *Service Manager* a minimum of two weeks in advance of any planned holidays by the site personnel and shall arrange to provide suitable on-site cover.
- 12.18.2 Sickness cover shall be provided as soon as possible after the *Contractor's* office is notified. A replacement shall be provided no later than 3 hours after the normal start time on the first day of the reported illness. On subsequent days, the replacement shall be required to attend the *Affected Property* at the normal start time and shall only stop attending the day the normal operative returns.
- 12.18.3 Planned resource levels are to include provision for holiday and sickness cover. Any and all events of lack of minimum resource / site attendance are to be logged by the Contractor /

Client with corresponding reduction in monthly charge to the *Client*.

12.19 MAINTAINING ENVIRONMENTAL CONDITIONS

- 12.19.1 The *Contractor* shall be fully aware of the specific environmental conditions required in each of the *Client's* gallery and storage spaces and how the installed plant and equipment is to be used to achieve this.
- 12.19.2 These requirements are set out in **Gallery Users Guidelines**.
- 12.19.3 The *Contractor* shall pay particular regard to this requirement when planning PPM works / shut downs and shall liaise with the *Service Manager* to ensure such temporary arrangements, services or equipment are allowed to maintain required environmental conditions.
- 12.19.4 The *Contractor* shall monitor conditions via the BMS and their own local monitoring as required and advise the *Service Manager* of any concerns in maintaining the required conditions.
- 12.19.5 Any deviance from the required conditions shall be logged by the *Contractor* and reported in the monthly *Contractor* report with cause, rectification carried out and any further recommendations by the *Contractor* to avoid re-occurrence.
- 12.19.6 For critical *Collection* areas, reporting of alarm status to *Client* staff must be undertaken immediately in the event notification (e.g. BMS alarm) during core hours. A follow up report stating reasons for each digression to be produced within 1 week.
- 12.19.7 The *Contractor's* performance in maintaining required conditions will be assessed as a KPI.

12.20 LIMITED COMPREHENSIVE ELEMENT

- 12.20.1 The *Price List* shall be constructed on a comprehensive basis and includes staff, sub-contractors, spares, consumables, tools, training, access equipment, protective clothing and any other cost that is incurred.
- 12.20.2 All spares are to be included and the *Contractor* is to allow for replacing redundant parts or systems where required to keep the site fully operational.
- 12.20.3 Replacement of parts will be undertaken by the *Contractor*, where required. All parts replacement up to of *Comprehensive Threshold* of £500 in each case (including labour,

materials, profit margin, overheads, and any other relevant costs) will be carried out within the *Contractor's Plan* within the costs identified in the *Price List*

- 12.20.4 Where the cost for an individual event is more than £500 + VAT, the *Contractor* shall pay for the first £500 excluding VAT.
- 12.20.5 An accumulation of a number of small events like lamp replacements would be met by the *Contractor* as these would be considered to be separate events.
- 12.20.6 Replacement of parts will be undertaken by the *Contractor*, where required. All parts replacement up to of *Comprehensive Threshold* of £500 in each case (including labour, materials, profit margin, overheads, and any other relevant costs) will be carried out within the *Contractor's Plan* within the costs identified in the *Price List*
- 12.20.7 With the exception of emergencies, no parts replacement with a value in excess of £500 excluding VAT, is to be undertaken without prior agreement from the *Service Manager* or their delegate.
- 12.20.8 Where it is agreed by the *Client* that the *Contractor* will undertake a parts replacement with a value in excess of the *Comprehensive Threshold* of £500 the element above the *Comprehensive Threshold* will be priced separately by the *Contractor* on the basis of labour rates and a percentage addition to the net cost of any materials required, as set out in the *Price List*.
- 12.20.9 The *Contractor* will provide photographic evidence to the *Client* to evidence that all replacement parts not included as part of the agreed consumable items are necessary. Where the value of the parts replacement is in excess of £500 excluding VAT, photographs will be submitted along with the pricing breakdown.
- 12.20.10 The *Contractor* will not include in its main pricing the cost of works additional to the *Scope* over £500. These will be priced separately on the basis of labour rates (where capacity labour is not being utilised) and a percentage addition to the net cost of any materials required, as set out in the *Price List*, and will be supported by photographic evidence of the identified fault.
- 12.20.11 The expenditure of the *Contractor* against their tender pricing will be indicated within the *Contractor's* monthly reporting with indication of original allowance, expenditure to date and

expenditure in the reporting month.

12.21 EXCLUSIONS

12.21.1 For the avoidance of doubt the following are excluded from the *Scope*;

- i. Loss of power from Utility Supplier (other than works associated with agreed disaster recovery works).
- ii. Costs in excess of the *Comprehensive Threshold* of £500 in each case for Reactive Maintenance tasks including repairs and replacement parts.
- iii. Minor Works (instructed via *Reactive Works Orders*)

12.22 EQUIPMENT AND TOOLS

12.22.1 The *Contractor* is to provide all plant, equipment, and tools to enable full and complete delivery of the *Service*.

12.22.2 This includes the provision of uniforms, personal protective equipment, scaffold towers and mobile access equipment, where required, unless otherwise specified. Equipment and tools provided are in every respect to be suitable for the activity being delivered.

12.22.3 The *Contractor* is to use all equipment and tools for the delivery of the *Service* in accordance with the manufacturers' instructions and guidance and only for their intended purpose.

12.22.4 All equipment and tools used are to be checked for compatibility with the fabric and finishes of the *Affected Property*.

12.22.5 The *Contractor* is to ensure all equipment and tools used in the delivery of the *Service* do not present safety hazard to persons operating such equipment or to other building users. The use of all powered or automatically operated tools or equipment is permitted only after agreement has been reached with the *Client Health and Safety Advisor* and suitable precautions taken by the *Contractor*.

12.22.6 All tools used for measurement are to have a valid calibration certificate, all electrical devices are to be suitably PAT tested and possess valid certification which shall be clearly displayed on the equipment.

12.22.7 Any equipment requiring testing is to have a valid test or inspection certificate which shall

be clearly displayed on the equipment.

- 12.22.8 The *Contractor* is to ensure safe and secure storage of all plant and equipment, no claims for loss or damage relating to equipment will be considered in this regard.
- 12.22.9 The *Contractor* shall arrange regular “Tool Box Talks” in the safe operation and use of the tools and equipment utilised in the delivery of the *Service*.
- 12.22.10 The *Contractor* shall provide a register of all such equipment with certification, re-testing, and replacement dates for review by the *Client*.

12.23 SPARES AND CONSUMABLES

- 12.23.1 The *Contractor* shall keep a comprehensive stock of critical and high usage spares on site at the *Affected Property*.
- 12.23.2 These spares shall be kept in a secure location.
- 12.23.3 There is little on-site storage available, other than for lamps and critical spares, critical spares can be stored in plantrooms associated with the spares but this must be done in a manner compliant with H&S guidance.
- 12.23.4 Spares which may be required in the event of failures of plant as a contingency measure; such items may include portable humidifiers / de-humidifiers, heaters, cooling units etc. but which may not be available on site. The *Contractor* shall put in place a procedure with contact details for local hire or procurement of such specific items (and keep this up to date quarterly).
- 12.23.5 During mobilisation, the *Contractor* shall review the stock of spares held at the *Affected Property* and make a proposal for ongoing maintenance of the stock of spares as part of the *Contractor's Plan*.
- 12.23.6 The *Contractor* shall provide all consumable items required to deliver the *Service*. All *consumables* should meet with relevant standards. The *Contractor* shall keep the stock up to date. The *Client* reserves the right to request alternate comparable *consumables* and no additional cost to the *Client*.
- 12.23.7 The *Contractor* shall provide, as part of a monthly report, a full breakdown of all

consumables utilised in the delivery of the *Service* during the reporting period.

12.23.8 The Contractor is to include for the provision of all consumable items required to satisfactorily deliver the *Service*, including but not limited to;

- i. Lubricating oils and greases
- ii. Sealants
- iii. Jointing compounds and materials
- iv. Gaskets, seals and washers
- v. Valve packing
- vi. Humidifier bottles
- vii. Nuts, bolts, screws and plugs
- viii. Cable, conduit and trunking
- ix. Pipe brackets and supports
- x. Corrosion inhibitors, scale inhibitors and antifreeze chemicals
- xi. Replacement air filters (air handling units) including bag filters
- xii. Disposable test equipment
- xiii. All paints for general repainting of plant, anti-corrosion and colour coding
- xiv. Cleansing, degreasing and anti-corrosion fluids and materials
- xv. Descaling acids and neutralisers
- xvi. Distilled water
- xvii. Dip slides
- xviii. Rags
- xix. Replacement lamps (internal and external)
- xx. Replacement indicator panel lamps
- xxi. Pump/fan belts
- xxii. Fuses and wires
- xxiii. Miniature circuit breakers
- xxiv. Cable clips, connectors and grommets
- xxv. General purpose mastics.
- xxvi. Salt
- xxvii. Grease trap enzyme chemicals

12.24 WATER TREATMENT

12.24.1 The *Contractor* is to undertake all water services management and testing on behalf of the *Client* to manage all hygiene risks associated with water-based systems within the *Affected Property*, including legionella, E-coli and other water-borne bacteria.

12.24.2 The *Contractor* shall analyse and dose (as required) all of the closed heating and chilled

water circulation systems installed in the *Affected Property*.

- 12.24.3 The *Contractor* is to provide the *Service Manager* with written reports on the type of water treatment used and dosing quantities added to the various systems. These reports shall be issued to the *Service Manager* on an annual basis.
- 12.24.4 The *Contractor* shall provide dosing agents in accordance with a schedule agreed with the *Client* as part of the *Contractor's Plan*.
- 12.24.5 In so far as the law does not permit the *Client* to allocate, devolve, or transfer any task, responsibility, or role, the *Contractor* is to identify in writing to the *Service Manager* the required task, responsibility or role and supports them to meet their associated obligations.
- 12.24.6 All compliance tasks and roles relating to water-based systems carried out under this *Scope* shall meet the standards and requirements of HSE's Approved Code of Practice, Legionnaire's Disease: the control of legionella bacteria in water systems (ACOP L8), Edition 4, 2013 revision, and any later revisions, together with the HSG274 part 2, BS6700:2006 and the Water Supply (Water Fittings) Regulations 1999. The contractor undertaking this work shall be a member of the legionella control association.
- 12.24.7 The *Contractor* is to manage all hygiene risks associated with water-based systems on the Premises in accordance with SFG20, any statutory obligations and specific requirements of this *Scope*.
- 12.24.8 The assets concerned set out in the Asset Register this shall include but not be limited to; the Client's Water Storage and Boosting plant, and all associated monitoring and dosing equipment.
- 12.24.9 The *Contractor* is to implement a management and testing programme including but not limited to;
- i. Identifying and evaluating all potential sources of risk with respect to legionella bacteria
 - ii. Making recommendations of the particular means by which exposure to legionella bacteria is to be prevented or, where prevention is not reasonably practicable, controlled
 - iii. Setting out the boundaries of demarcation of responsibility for the water-based systems and the control of any associated exposure to legionella between any tenants/occupiers and the *Client*
 - iv. Providing and maintaining a set of up-to-date system schematics in line with the requirements of ACOP L8.

- v. Providing water testing and laboratory analysis services for water-based systems.
- vi. Preparing and implementing a control written scheme as described in the Code of Practice and in particular with section 53 including the items listed in paragraphs (a) to (e).
- vii. Establish an inspecting and monitoring regime and maintain records of the assessments, inspections, tests and procedures described in the following sections of this Term Brief in a format which meets the requirements of the Control of Substances Hazardous to Health Regulations 1999 and the Health and Safety at Work Act and is in accordance with the recommendations contained within the Approved Code of Practice 'The Prevention or Control of Legionella (Including Legionnaires' Disease)' published by the Health & Safety Commission and local water by laws.

12.24.10 The management and testing programme shall be included within the *Contractor's Plan*.

12.24.11 Prior to undertaking any works, the *Contractor* shall provide all necessary risk assessments, method statements, proposed techniques, and detailed operatives experience. Establish safe systems of work, including compliance with Permit to Work procedures.

12.24.12 The *Contractor* shall follow and implement all the relevant provisions of the 'Approved Code of Practice - Legionnaires' disease - The control of legionella bacteria in water systems' published by the Health and Safety Executive and approved by the Health and Safety Commission.

12.24.13 All records associated with the maintenance and testing of the *Client's* cooling towers shall be provided on a monthly basis to the *Service Manager*.

12.25 WATER TEMPERATURES

12.25.1 The *Contractor* shall carry out the following procedures and measurements;

12.25.2 On a monthly frequency measure and record the temperatures in the DHWS calorifiers and adjust as found necessary to maintain a flow temperature of water of 60 C. and a return temperature of at least 50 C.

12.25.3 On a monthly frequency measure and record the temperature at the sentinel outlets and at not less than 10% of the DHWS outlets in the *Affected Property*.

12.25.4 Plan the selection of outlets in a manner which will ensure that they are all used for sampling at least once in each ten-month period and on each occasion, include the sentinel

outlets i.e. nearest to and furthest from the DHWS plant.

- 12.25.5 Report to the *Client* immediately any circumstances in which the measured temperatures are less than 50 C within a minute of running water.
- 12.25.6 On a monthly frequency measure and record the temperatures in any water storage tank.
- 12.25.7 Report to the *Service Manager* immediately any circumstances in which the cold water measured temperatures exceed 20 C within two minutes of running water.
- 12.25.8 On a six-monthly frequency measure and record the temperature of the incoming water supply to the *Affected Property*.
- 12.25.9 Report to the *Service Manager* immediately any circumstances in which the measured temperatures exceed 20 C.
- 12.25.10 All dead legs shall be identified and purged on a monthly basis.

12.26 SHOWER HEADS AND SPRAY TAPS

- 12.26.1 In month one of the Contract and at three monthly intervals thereafter clean and chlorinate all shower heads and spray taps.
- 12.26.2 The *Contractor* shall carry out regular testing of TMVs to ensure they are delivering safe water temperatures between 39C and 43C

12.27 ANNUAL CHECK

- 12.27.1 Whether or not it is a requirement of the agreed written scheme carry out the procedures described in Section 182 of the Approved Code of Practice and note that these include the cleaning and sterilisation of all of the water storage tanks together with all hot and cold water down services pipework and fittings in the *Affected Property* and the internal inspection, and if necessary, the cleaning of the direct gas fired water heaters.

12.28 WATER SAMPLING

- 12.28.1 Whether or not it is a requirement of the agreed written scheme carry out the microbiological testing on a quarterly basis as described in Sections 183 to 189 of the

Approved Code of Practice.

- 12.28.2 The *Client* shall also undertake an independent annual audit of the *Affected Property* water services and shall liaise with the *Contractor* regarding any recommendations made therein.

12.29 FILTERS

- 12.29.1 Main air handling panel pre-filters are to be changed every 4 weeks with the main bag filters changed every 3 weeks or as required by the filter manometer gauges.

12.30 GAS FIRED BOILERS

- 12.30.1 Clean burners, flues and flue-ways, check for obstruction. Re-commission burners in accordance with manufacturer's instructions, record flue gas readings and retain in site log books.
- 12.30.2 Wire brush, treat and paint any corroded surfaces.
- 12.30.3 Check all valves, safety valves and controls for correct operation and emergency use.
- 12.30.4 Check all water connections for leaks.
- 12.30.5 Ensure all boiler plant rooms are maintained free of debris to reduce dirt infiltration in to boiler burners and flue ways.
- 12.30.6 Ensure all condensing boiler drains are free running and free from debris and corrosion.
- 12.30.7 All works undertaken to the boilers are to be undertaken by fully **qualified CORGI registered engineers**.

12.31 HUMIDIFIERS

- 12.31.1 All fixed units shall be serviced every 3 months.
- 12.31.2 All portable units shall be serviced every 4 months.
- 12.31.3 The humidifier, both steam injection and evaporation, both fixed and portable types are to be cleaned and serviced strictly in accordance with the manufacturers instructions, with the

water bottles being replaced before component failure.

- 12.31.4 All scale and slime shall be removed to prevent component failure from bacteria.
- 12.31.5 The condensate tray is to be cleared of any debris and sterilised plus the drain is to be checked and free running.
- 12.31.6 Any corroded metal sections are to be wire brushed, treated and painted.
- 12.31.7 Where the units are supplied with treated water the water treatment and monitoring is to be undertaken by a competent person.
- 12.31.8 The fixed humidifier units and system at the Study Collection Centre is to be checked during the scheduled site attendance. In addition the evaporative drum humidifiers and the distribution pipework is to be thoroughly cleaned, chlorinated and treated with biocide. These works are to be carried out at least annually by a specialist contractor.

12.32 PERIODIC FIXED WIRE TESTING

- 12.32.1 The *Contractor* shall be responsible for planning and undertaking scheduled periodic testing of the entire fixed wiring installations across the *Affected Property*.
- 12.32.2 Testing to be in accordance with BS 7671:2008 Requirements for Electrical Installations 17th Edition and as indicated under SFG20 across all of the *Affected Property*.
- 12.32.3 The planned works shall be undertaken so as not to disrupt the day to day operations of the *Client*, these being undertaken out of hours where required. Any potential disruption to day to day services shall be advised at least 1 month prior to the planned date and agreed with the *Service Manager* in advance.
- 12.32.4 The *Contractor* shall plan the fixed wiring testing to be scheduled on a basis of completing 20% per year so that the entire installations are tested over a 5-year period.
- 12.32.5 In addition, the *Contractor* will carry out annual thermal imagery testing of main intake low voltage switch boards and agreed (20%) local power and lighting distribution boards.
- 12.32.6 Any remedial works identified as a result of testing are to be brought to the *Service Manager* at the earliest opportunity and included in the *Contractor's* monthly reporting.

12.33 PORTABLE APPLIANCE TESTING

- 12.33.1 The *Contractor* shall undertake regular Portable Appliance Testing (PAT) at a maximum interval of 24 months. These shall be more frequent if directed by the *Service Manager* for higher risk items.
- 12.33.2 PAT of 3rd party catering equipment under the control of others will not be in scope and will be the responsibility of those operating that equipment areas.
- 12.33.3 Planning and records of the testing shall be recorded on the *Contractor's* record management system. This shall include renewal dates.
- 12.33.4 Testing and certification shall be carried out by a competent person.
- 12.33.5 All tested equipment shall be labelled with relevant information.
- 12.33.6 Any remedial works identified as a result of testing are to be brought to the *Service Manager* at the earliest opportunity and included in the *Contractor's* monthly reporting. All equipment that is unsafe shall be taken out of operation until made safe.
- 12.33.7 All equipment brought on to the *Affected Property* by the *Contractor* shall be accompanied by PAT test records and records made available to the *Client*.

12.34 OUT OF HOURS WORKING

- 12.34.1 The planned works shall be undertaken so as not to disrupt the day to day operations of the *Client*, these being undertaken out of hours where required. Any potential disruption to day to day services shall be advised at least 1 month prior to the planned date and agreed with the *Service Manager* in advance.
- 12.34.2 The *Contractor* is to ensure that there is a facility for out of hours call out for Sub-Contractors that service and maintain specialist pieces of equipment. The *Contractor* must be aware of call out rates for sub-contractors and agree these as part of the procurement

process.

12.34.3 For all out of hours call-outs the maximum time for attendance is 4 hours.

12.34.4 The *Contractor* is to create layout sheets of key plant areas with key plant and equipment highlighted for use by out of hour's team when responding to emergencies to assist in meeting the following priority levels

12.34.5 HELPDESK

The *Client* operate a Helpdesk that covers multiple services.

- i. *Client* staff are directed to email maintenance job requests and faults to a central email address.
- ii. A *Client* estates co-ordinator reviews the requests and assigns them to the *Contractor* utilising the following fields;
 - Request Type: Plumbing, Electrical, Lighting etc.
 - Location: Area within the *Affected Property*
 - Secondary location: Further detail
 - Status: New, Acknowledged, Awaiting Parts, Complete, Cancelled
 - Department: Including sub-departments
 - Owner: *Contractor* or *Client*
 - Priority: High/Medium/Low
 - Comment: Additional details
- iii. The *Contractor* shall provide regular updates on every job to the *Client*
- iv. The *Contractor* shall define the process for managing helpdesk requests in the *Contractor's Plan*
- v. The *Contractor* shall provide the *Client* with information relating to their management of this element of the *Service* as part of the regular reporting.

12.35 KEY PERFORMANCE INDICATORS

12.35.1 *Appendix X* details the *Contract* SLAs and KPIs. This is an outline of expected performance indicators which, when the *Contract* is awarded, shall be agreed and formalised between

the *Client* and the *Contractor*.

- 12.35.2 The agreed SLA's and KPI's shall be presented to the *Client* as part of the monthly contract review process.
- 12.35.3 Performance against these SLAs and KPIs, as certified by the *Client* on a monthly basis, will have a direct effect upon the monthly payments payable to the *Contractor* as described in the *Contract Data*.
- 12.35.4 Additional SLAs and KPIs may also be agreed between the *Contractor* and the *Client* to monitor performance of the *Contractor* and sub-contractors, and these can be agreed at any time during the life of the contract, but are expected to be finalised initially during *Mobilisation*.
- 12.35.5 KPI Categories
- i. General: A single measure shall apply to the *Affected Property*
 - ii. Site Specific: Shall be reported individually against each property
- 12.35.6 In the case of site specific Service Levels / KPI's each of the 5 zones will be scored independently, with any failure to achieve the penalty threshold for any one zone being taken as a failure for that Service Level / KPI.
- 12.35.7 Rectification of SLA/KPI failure
- i. If at any time the Scope is not delivered in accordance with the Service Levels and other components of the *Scope*, the *Contractor* shall at the *Client*'s option and without prejudice to the *Client*'s other rights and remedies:
 - a. Arrange all additional resources necessary to perform the *Scope* in accordance with the Service Levels as soon as possible and at no additional charge to the *Client*; and
 - b. Promptly remedy any default or re-perform any non-conforming Scope elements at the request of the *Client* at no additional charge.
 - ii. The *Client* may by written notice to the *Contractor* require the *Contractor* to remedy the deficiency as soon as reasonably

practicable in the light of the nature of the *Scope* and the type of deficiency.

- iii. If any deficiency has not been remedied to the *Client's* reasonable satisfaction within a reasonable period, the *Client* may notify the *Contractor* of such a failure and the *Client* and *Contractor* shall meet as soon as practicable after such notification (a "Rectification Meeting").
- iv. At the Rectification Meeting, the parties shall attempt to agree on the cause of the deficiency, one or more ways in which the deficiency could be remedied, and a timetable within which this will be done. The parties will also agree a suitable date for a follow up meeting to discuss the *Contractor's* progress or otherwise in remedying the deficiency.
- v. If the *Contractor* fails to meet the required Performance Standard / KPI in any one month the *Client* can reasonably determine that a deduction be made.
- vi. If at the follow up meeting the *Client* decides that the *Contractor* has not successfully remedied the deficiency then the *Client* may elect to:
 - a. require the *Contractor* and the *Client* to meet again to discuss the deficiency or ;
 - b. reimburse the *Client* for all associated costs for a 3rd party to complete the works.

12.35.8 KPI Performance Deductions

- i. Each of the Service Levels / KPI's (Performance Standards) set out in **Appendix X** will be marked on a "Pass / Fail" basis with the associated weighted score being achieved or rejected.
- ii. The Profit element of the Price as set out in the *Price List*, *Contractor* Profit shall be adjusted to give the actual profit due to the *Contractor* in any month as 1/12th of the Annual profit.
- iii. Performance Score shall be determined by the pass/fail of each KPI against scoring lower than the Penalty Threshold. The Performance Score shall be the total accumulated score of all KPIs expressed as a single % score.
- iv. Payment to the *Contractor* shall be reduced by an amount equal to the deduction stated here against the profit element of the *Price List*;

Actual Performance Score	% deduction
95% – 100%	Nil
85% – 94%	10%
75% – 84%	25%
65% – 74%	50%
0% – 64%	100%

v. Worked Example

If there are a total of 20 KPIs and in that month 5 score lower than the Penalty Threshold the *Contractor* shall score 75% in that month:

15 Passes (75% of total score) and 5 fails (25% of total score)
= 75% Performance Score

The % deduction against the profit for the stated month shall be 25% (see table)

If Core Profit for the stated month is £1000 then the payment to the *Contractor* shall be reduced by £250.

12.36 METHOD STATEMENTS

12.36.1 Detailed method statements are to be issued by the *Contractor* to the *Client* prior to the start of the *Service* as part of the *Contractor's Plan*.

12.36.2 The *Contractor* shall be responsible for the production and maintenance of the detailed method statements during the *Service*, which are to be updated periodically to reflect progress of the works, changes to the PPM programme or methodology and *Client* comments.

12.37 APPRENTICES

12.37.1 The *Contractor* is to take all reasonable steps to employ apprentices and to report to the *Client* the numbers of apprentices employed and the wider skills training provided.

12.38 WORKS REQUESTS

- 12.38.1 The *Contractor* shall implement their own process for logging all Client works requests received by telephone, email or other agreed means.
- 12.38.2 This process to be fully detailed in the *Contractor's Plan*, tested and demonstrated to the *Client*. The process shall be agreed by the *Client* and operational for the start of the contract.
- 12.38.3 Works requests of any nature are to be acknowledged by the *Contractor* in line with the priority schedule below
- 12.38.4 Each works request is to be allocated a unique reference and the *Contractor* is to keep the originator of the service request abreast of actions taken and timescales for resolution of the maintenance activity. Logging is to be undertaken by a process owned and managed by the *Contractor* according to local arrangements set out below.

12.39 WORKS PRIORITISATION

- 12.39.1 The *Client* requires the *Contractor* to operate under a formal service request system as above. The response and fix times for incidents managed through the service request system are as follows for core hours:

Key
Attend
Make Safe & Client Can Resume Operations
Permanent Fix

Priority	Description	HMG London Road	SCC Greenwich
High	Matters giving rise to an immediate health and safety risk to staff or the general public or to a major disruption to the <i>Affected Property</i> or unacceptable security risk	120 min	120 min
		4 hours	4 hours
		24 hours	24 hours
Medium	Matters that restrict the Client from conducting normal operations	240 min	240 min
		8 hour	8 hour
		48 hours	48 hours
Low	Matters of a routine nature	240 min	240 min
		if not require a fix to 'make safe' or be impacting on	
		4 working days	4 working days

- 12.39.2 For all out of hours High Priority events the *Contractor* shall attend within 2 hours.
- 12.39.3 The *Client* will set the priority level of service requirements, these shall only be revised by agreement with the *Contractor*.
- 12.39.4 The *Contractor* is to keep records of all incoming service requirements, the priority level allocated and the response time achieved. These records are to be made available to the

Client as part of the monthly management reporting.

12.40 DUCTWORK

- 12.40.1 The *Contractor* will include the planning of and inspection of the *Client's* ductwork and Air Conditioning systems as indicated in CIBSE TM44 and SFG20.
- 12.40.2 Any and all ductwork cleaning will be planned and carried out by the *Contractor* as part of the *Service*. All cleaning shall be agreed with the *Service Manager*.
- 12.40.3 Planning and records shall be illustrated and recorded on the *Contractor's* record management system.
- 12.40.4 Any remedial works identified as a result of testing are to be brought to the attention of the *Service Manager* at the earliest opportunity and included in the monthly reporting to the *Client*.
- 12.40.5 The *Contractor* shall be required to undertake Fire damper testing of the *Affected Property* as a minimum annually. The *Contractor* shall produce a fire damper register, containing accurate locations, and keep it up to date at all times.