

**Preliminaries & Contract  
Conditions**

**Wondrous Place Gallery - Graphics Works**

**Ref: 6880 - Graphics**

## Table of Contents

00-05-10 Project Definition.....	3
00-05-15 Works Terminology.....	4
00-05-20 Project Participants.....	7
00-05-70 Project Location.....	9
00-10-70 Works Contract Content.....	10
00-20-70 Works contract.....	11
00-30-70 Works Contract Procurement.....	16
00-40-70 Works Contract Establishment.....	18
00-50-70 Works Contract Management.....	23
00-60-70 Works Contract Verification.....	30
00-70-70 Works Contract Administration.....	36
00-80-70 Works Contract Completion.....	41

## 00-05-10 Project Definition

### 101 Project description

- **Project reference:** 6680 - Graphics
- **Project title:** Museum of Liverpool - Wondrous Place Gallery
- **Project description:** The works will require the production and installation of new graphics to existing and new wall areas and new setworks throughout the gallery space

### Design information

### 165 Drawings

- **Details:** Refer to schedule of works

### 170 Preconstruction information

- **Scope:** Refer to the pre-construction information pack included in Appendices

# 00-05-15 Works Terminology

## 110 Terminology

- **Meaning:** Terms, derived terms and synonyms used are as defined in this section or in the appropriate referenced document.

## 210 Description terminology

- **Attendance:** Includes  
The use of the Main Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant,  
The provision of temporary lighting of an equivalent brightness to the finished lighting brightness,  
The provision of water,  
The clearing away of rubbish and paying all charges in connection with its disposal, the provision of secure hard standing space for the sub-contractor's own offices, plant and material storage,  
The use of standing mess rooms, sanitary accommodation and welfare facilities and  
The provision of all Health and Safety facilities and all Fire Safety precautions, services, equipment, signage, facilities, Marshalls and the like necessary to comply with the relevant parts of the Joint Fire Code.  
Additional requirements should be described as 'Special attendance'.
- **Building Manual:** A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.
- **Construction Work:** Permanent work together with temporary work.
- **Contractor:** The party who undertakes to perform the services, supply goods or carry out work defined in a contract. Includes Main Contractor, Prime Contractor, Supplier, Service provider, Builder, Subcontractor, etc. as the context dictates, which may be defined terms in certain standard contract forms.
- **Contractor's choice:** Selection delegated to the Contractor, but liability to remain with the specifier.
- **Contractor's design:** Design to be carried out or completed by the Contractor, supported by appropriate contractual arrangements, to correspond with specified requirements.
- **Cost:** The amount paid or given by one party to another in exchange for goods, work or services.
- **Designer:** A person carrying out design on a project.
- **Deviation:** Difference between a specified dimension or position and the actual dimension or position.
- **Employer:** The party to the Contract for whom the goods, work or services are provided. Includes Client (in consultancy contracts and CDM Regulations), the Employer, Building owner or Purchaser (in construction contracts), the Developer (in development agreements and funding agreements), or the 'Main' contractor in contractor/ subcontractor agreements - which may be defined terms in certain standard contract forms
- **Estimate:** An approximate evaluation of quantity, number, extent, time or cost of part or the whole of a project.
- **Execute:** To complete a task fully and put into effect. To fix, apply, install or lay products securely, accurately, plumb and in alignment.
- **Existing:** Items retained in place to receive new work.
- **Fastener:** Device for mechanically attaching something to something else.
- **Manufacturer and Product reference:** Manufacturer – the person or legal entity under whose name or trademark the particular product, component or system is marketed.  
Product reference – the proprietary brand name and/ or identifier by which the particular product, component or system is described.

References are as specified in the manufacturer's technical literature current on the date specified.

- **Manufacturer's standard:** Where used in conjunction with a specified proprietary product, accessories to be those recommended by the product manufacturer.
- **Permanent Work:** Work to be constructed and completed in accordance with the Contract.
- **Price:** An indication of the amount required to be paid by one party to another in exchange for goods, work or services.
- **Product:** Material, both manufactured and naturally occurring, goods and accessories for permanent incorporation into the Works.
- **Requirements:** A description in outline or detailed form of the development, or a part of it, which one party wants another to undertake, design and/ or construct.
- **Schedule of rates:** The subdivision of product and execution prices by a pre-determined unit basis.
- **Schedule of Work/ Work Schedule:** The subdivision of work items by a pre-determined classification. Can form the basis of a pricing document where Bills of Quantities are not used.
- **Schematic:** A drawing of a system showing components, products, systems and their interconnections.
- **Site equipment:** The Contractor's apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works and the remedying of defects.  
Includes Appliances, vehicles, consumables, tools, temporary work, scaffolding, cabins and other site facilities.  
Excludes: Temporary work, Employer's products and equipment or anything intended to form or forming part of the permanent Works.
- **Specification:** Written description of requirements.
- **System:** Products, components, equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- **Temporary work:** Incidental work to undertaken during construction but not intended to form part of the completed work.

### 310 Activity terminology

- **Advise:** See 'Communicate'.
- **Agree:** See 'Communicate'.
- **Approve:** Record conformance of work to specified criteria by giving formal or official sanction.
- **Communicate:** Includes advise, inform, agree, confirm, notify, seek or obtain information, consent or instructions, or make arrangements.
- **Confirm:** See 'Communicate'.
- **Ease:** Adjust moving parts of designated products, systems or work to achieve free movement and good fit in open and closed positions.
- **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include labour, materials and site equipment for that purpose.
- **Give notice:** Communicate in writing to the person administering the Contract at the address listed therein.
- **Inform:** See 'Communicate'.
- **Keep for recycling:** As 'keep for use' but relates to a naturally occurring material rather than a manufactured product.
- **Keep for reuse:** Do not damage designated products, systems or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or Purchaser, or for use in the Works as instructed.

- **Make good:** Execute local remedial work to designated work. Make secure, sound and neat.
- **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- **Notify:** See 'Communicate'.
- **Quote:** Use 'Estimate'.
- **Recycle:** Collect, sort, process and convert discarded or recovered components into raw materials for use in the creation of new products.
- **Refix:** Fix previously removed products.
- **Remove:** Disconnect, dismantle as necessary and take out the designated products or work, together with associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials.  
Removal of a system includes this work.
- **Remediate:** Action or measures taken to lessen, clean-up, remove or mitigate the existence of hazardous materials existing on a property; in accordance with standards, specifications or requirements as may be required by statutes, rules, regulations or specification.
- **Repair:** Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and replacement.
- **Replace:** Supply and fix new products matching those removed. Execute work to match the original new state of that removed.
- **Reuse:** Recover components to be fixed or used in the project or other buildings without the requirement for recycling.
- **Submit:** Deliver an item in a specified format to a specified person within a specified timeframe.
- **Submit proposals:** Submit information in response to specified requirements.
- **Supply and fix:** Supply of products, components or systems to be fixed, together with their fixing.

## 00-05-20 Project Participants

### Management and delivery roles

#### 120 Client

- **Name:** The Board of Trustees of the National Museums and Galleries on Merseyside
- **Address:** 127 Dale Street, Liverpool L2 2JH
- **Contact:** Andrea Campomanes
- **Telephone:**

#### 130 Contract Administrator

- **Name:** Cunliffes
- **Address:** Claire Court, Oriel Road, Liverpool, L20 7AD
- **Contact:** Phil Welch
- **Telephone:** 0151 944 2030
- **Email address:** philw@cunliffes.com

#### 160 Project Manager

- **Name:** NML
- **Address:** 127 Dale Street, Liverpool L2 2JH
- **Contact:** Andrea Campomanes
- **Telephone:**
- **Email address:**

#### 205 Principal Designer

- **Name:** Cunliffes Ltd
- **Address:** Claire Court, 20 Oriel Road, Bootle, Merseyside, L20 7AD.
- **Contact:** Phil Welch
- **Telephone:** 0151 944 2030

#### 210 Principal Contractor

- **Name:** TBC
- **Address:**
- **Contact:**
- **Telephone:**
- **Email address:**

### Design roles

#### 260 A Lead Design

- **Value 1:** NML Design Team
- **Value 2:** 127 Dale Street, Liverpool L2 2JH

- **Value 3:** Lee Kenyon

**300 Quantity surveyor**

- **Name:** Cunliffes
- **Address:** Claire Court, Oriel Road, Liverpool, L20 7AD
- **Contact:** Phil Welch
- **Telephone:** 0151 944 2030
- **Email address:** philw@cunliffes.com



## 00-05-70 Project Location

### 110 Project location

- **Details:** Museum of Liverpool
- **Address:**
  - **Street:** Pier Head, Liverpool Waterfront
  - **City:** Liverpool
  - **Post code:** L3 1DG

### 130 Existing buildings on, or adjacent to the site

- **Details:** Two Storey Building

### 150 Surrounding land and building uses

- **Surrounding land uses or activities:** Commercial Area.

### 170 Access

- **Details:** To be confirmed at the pre start meeting.
- **Limitations:** All roads and access routes are to be left unobstructed at all times.

## 00-10-70 Works Contract Content

### 120 The Works

- **Details:** Museum of Liverpool - Wondrous Place Gallery - Graphics production and Installation

### 130 Work by others concurrent with the Contract

- **Details:** NML's dedicated contractors will also be carrying out works packages to be overseen and incorporated within the main works package. Contractor for 'Fit out Package' of works will act as Principal Contractor for the full period of the appointment and oversee and manage other contracts working on their site. All as detailed in the schedule of works.
- **Timescale:** Between July 2021 and 15th October 2021

### 140 Completion work by others

- **Details:** On completion of the graphics installation the Exhibition team will be installing artefacts/Set works into the gallery space. On completion of this the contractor may need to return to site to touch up areas or complete graphics installation works. All as detailed in the schedule of works
- **Timescale:** TBC

### 160 Products provided by, or on behalf of employer

- **General:** Details of products to be fixed by the Contractor are given in the work sections. Use for no other purpose than the Works.
- **Handling:** Accept delivery, check against receipts and take into appropriate storage.
- **Surplus products:** Keep safe and obtain instructions.

### 300 Provisional sum for defined work

- **Details:** See Schedule of works
- **General attendance:** Allow for all management, supervision and welfare and allow adequate time within the programme. Programme in with the contract works.

### 310 Provisional sum for undefined work

- **Details:** See Schedule of works
- **General attendance:** Allow for all management, supervision and welfare and allow adequate time within the programme. Programme in with the contract works.

# 00-20-70 Works contract

## JCT Intermediate Building Contract (IC)

- **The Contract:** JCT Intermediate Building Contract 2016 Edition.
- **Requirement:** Allow for the obligations, liabilities and services described

## THE RECITALS

### First The Works

- **The Works comprise:** Museum of Liverpool - Wondrous Place gallery
- **Location of the works:** Museum of Liverpool, Pier Head, Liverpool Waterfront, Liverpool, L3 1DG

### Second Contract drawings

- **The Contract Drawings:** See drawings included in the schedule of works package

### Third Other documents supplied by the Employer

- **Comprise:** the Specification and The Works Schedules
- **Named person:** The whole of the text referring to a named person as a subcontractor will be deleted.

### Fourth A Pricing by the Contractor

- **Pricing by the Contractor:** Option A will apply and option B will be deleted.
- **Priced document:** Specification and Work Schedules
- **Priced Activity Schedule:** The words 'and has provided the Employer with a priced schedule of activities annexed to this Contract (the Activity Schedule)' will be deleted.

### Sixth Information release schedule

- **The Sixth Recital:** Will be deleted.

### Eighth Division of the works into sections

- **The Eighth Recital:** Will be deleted.

## ARTICLES

### 3 Architect/ Contract Administrator

- **Architect/ Contract Administrator:** Cunliffes.

### 4 Quantity Surveyor

- **Quantity surveyor:** Cunliffes.

### 5 Principal Designer

- **Principal Designer:** is the Architect/CA.

## **6 Principal Contractor**

- **Principal Contractor:** is the designated 'Fit Out Contractor'

## **9 Legal proceedings**

- **Amendments:** None

## **CONTRACT PARTICULARS**

### **Fifth Recital and Clause 4.6 Construction industry scheme (CIS)**

- **Employer at the Base Date:** Is not a 'contractor' for the purposes of the CIS.

### **Seventh Recital CDM Regulations**

- **The project:** Is notifiable.

### **Ninth Recital Framework Agreement**

- **Framework agreement:** Does not apply.

### **Tenth Recital and Schedule 5 Supplemental provisions**

- **Collaborative working:** Supplemental provision 1 applies.
- **Health and safety:** Supplemental provision 2 applies.
- **Cost savings and value improvements:** Supplemental provision 3 applies.
- **Sustainable development and environmental considerations:** Supplemental provision 4 does not apply.
- **Performance indicators and monitoring:** Supplemental provision 5 does not apply.
- **Notification and negotiation of disputes:** Supplemental provision 6 applies.
- **Where Supplemental Provision 6 applies:**
  - **Employer's nominee (Or such replacement as may be notified):** The CA.
  - **Contractor's nominee (Or such replacement as may be notified):** Submit with Tender

## **Article 8 Arbitration**

- **Article 8 and clauses 9.3 to 9.8 (arbitration):** Do not apply.

## **Clause 1.1 Base Date**

- **Base date:** 5 days before the date for return of tenders.

## **Clause 1.1 Date for completion of the Works**

- **Date for completion of the Works (where completion by sections does not apply):** 15th October 2021

## **Clause 1.7 Addresses for service of notices**

- **Employer:**
  - **Address:** NML Estates Department, 127 Dale Street, Liverpool
- **Contractor:**
  - **Address:** TBC

**Clause 2.4 Date of possession of the site**

- **Date of Possession of the site:** TBC

**Clause 2.5 Deferment of possession of the site**

- **Clause 2.5:** Applies.
- **Where clause 2.5 applies, maximum period of deferment (if less than six weeks) is:** Six Weeks

**Clause 2.23.2 Liquidated Damages**

- **Damages:**
  - **Rate:** £700
  - **Period:** per calendar day.

**Clause 2.30 Rectification period**

- **Period following date of practical completion:** Twelve months from the date of practical completion of the works

**Clause 4.3 and 4.9 Fluctuations provision**

- **Fluctuations Provision:** No Fluctuations Provision applies.

**Clause 4.7 Advance payment and advance payment bond**

- **Clause 4.7:** Does not apply.
- **Advance Payment Bond:** Is not required.

**Clause 4.8 Interim payments – Interim Valuation Dates**

- **The first Interim Valuation Date:** to be agreed but at the end of the month following the month of possession.
- **Subsequent dates:** The same date each month or the nearest Business Day in that month.

**Clause 4.9.1 Interim payments - percentage of value**

- **Where the Works, or those works in a section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is:** 95%
- **Where the Works, or those works in a section, have achieved practical completion, the percentage in respect of the completed works is:** 97.5%

**Clause 4.10.4 Listed items - uniquely identified**

- **Listed items:** The contract particulars entry for clause 4.10.4 will be deleted

**Clause 4.10.5 Listed items – not uniquely identified**

- **Listed items:** The contract particulars entry for clause 4.10.5 will be deleted.

**Clause 6.4.1 Contractor's Public Liability Insurance: Injury to persons or property**

- **Insurance cover (for any one occurrence or series of occurrences arising out of one event):** Ten Million Pounds

**Clause 6.5.1 Insurance - liability of Employer**

- **Insurance:** Not required.

**Clause 6.7 and Schedule 1 Works insurance - insurance options**

- **Schedule 1:** None of the insurance options A, B or C apply. Government policy of non-insurance as it applies to the employer. Any claim will be dealt with on its own merits and on a basis of strict liability
- **Percentage to cover professional fees:** 15%

**Clause 6.15 Joint Fire Code**

- **The Joint Fire Code:** Does not apply

**Clause 7.2.1 Performance bond or guarantee**

- **Performance bond or guarantee from bank or other approved surety:** Is not required.

**Clause 7.2.2 Guarantee from contractor's parent company**

- **Guarantee:** Is not required.

**Clause 7.3 Collateral warranties**

- **Details:** See special conditions and separate collateral warranty documents appended

**Clause 8.9.2 Period of suspension (termination by Contractor)**

- **Period of suspension:** 3 months.

**Clauses 8.11.1.1 to 8.11.1.5 Period of suspension (termination by either Party)**

- **Period of suspension:** 3 months.

**Clause 9.2.1 Adjudication**

- **The Adjudicator is:** To be appointed by Nominating body
- **Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established):** The Royal Institution of Chartered Surveyors.

**CONDITIONS****Section 1: Definitions and Interpretation****1.5 Reckoning periods of days****1.12 Applicable law****Section 2: Carrying out the Works**

### **Section 3: Control of the Works**

### **Section 4: Payment**

#### **Contractor's Interim Applications and payment Notices**

- **Clause 4.11.1:** Amend first line of clause to say: "In relation to any interim payment the Contractor shall not less than ....."
- **Clause 4.12.1:** line 1 delete "...14 days..." and insert "...31 days..."

### **Section 5: Variations**

### **Section 6: Injury, Damage and Insurance**

### **Section 7: Assignment and Collateral Warranties**

### **Section 8: Termination**

### **Section 9: Settlement of Disputes**

### **EXECUTION**

- **The Contract:** Will be executed as a deed.

# 00-30-70 Works Contract Procurement

## 110 Compliance with Tender rules

- **Compliance:** Failure to comply may result in Tenders being rejected at the sole discretion of the Employer.
- **Costs:** No liability is accepted for costs incurred in the preparation of a Tender.

## 135 Project Team Agreement

- **Execution:** Complete and return within 7 days of request.

## 160 The Invitation to Tender

- **Form:** Contracts Finder
- **Location of Tender documents:** Electronic format sent via e-mail OR web transfer download link.

## 165 Tender acceptance

- **Tender acceptance period:** Tenders must remain open for acceptance, unless previously withdrawn, for a minimum of 13 weeks from the date for return of Tender.
- **Assurance:** Nothing contained in this Document or its application should be inferred to guarantee that a Tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

## 170 The Tender documents

- **The Tender documents:** As described in the Tender Cover Letter.
- **Number of hardcopy documents provided:** Tender documents issued electronically.

## 180 Tender queries

- **Notification requirements:** Give notice in writing to the Issuing Authority as soon as possible and not less than five working days before the date for return of Tenders.

## 190 Tender instructions

- **Qualifications:** Do not amend or alter documents without written instruction.
- **Confidentiality:** Do not reveal details of parts of the Tender or supporting documents (except for the necessary purposes of preparing that Tender) without the Employer's express written permission.

## 210 Pricing

- **Pricing:** Price and extend each item individually as instructed. Do not group items together.
- **Currency:** Pounds sterling.

## 220 Site visit

- **Nature of the site:** Ascertain before Tendering, including access thereto and local conditions and restrictions likely to affect the execution of the Work.
- **Arrangements for visit:** Contact the person named in the ITT documentation.

## 230 Return of Tender

- **Return of Tender:**



- **Destination:** refer to details in the ITT documentation
- **Time and date:** refer to details in the ITT documentation
- **Format:** refer to details in the ITT documentation
- **Special procedures:** refer to details in the ITT documentation
- **Documents to be returned with the Tender:** refer to details in the ITT documentation and other tender information provided
- **Inability to tender:** Advise immediately if the work as defined in the Tender documents cannot be tendered.  
Define those parts, stating reasons for the inability to tender.

### 310 Assessment

- **Assessment of Tenders:**
  - **Number to be assessed in detail:** A full assessment criteria is explained in the ITT documentation
- **Alternative Tenders:**

### 320 Error resolution

- **Arithmetic and technical errors:** The Tenderer will be given an opportunity to confirm an offer or amend it to correct genuine errors. If correction means that the Tender is no longer eligible for acceptance under the selected assessment criteria, then it will be disqualified from that process.

### 340 Post-Tender negotiations

- **Negotiations:** May be required.
- **Details:** in the event that all tenders received are in excess of the available budget for the Works.

### 410 Notification to Tenderers

- **Notification method:** Contractors will be notified in writing following completion of the tender analysis.

# 00-40-70 Works Contract Establishment

## ACCESS

### 110 Access to the site

- **Details:** The Contractor shall maintain access through the site at all times from all access points to the highway. Vehicular access for Deliveries, Skip Access/ Egress Route must be direct to the site compound/designated areas, which is to be agreed with the successful contractor prior to works commencing on site.
- **Limitations:** Avoid Peak times. Times to be confirmed at the pre-contract meeting.

### 120 Use of the site

- **General:** Do not use the site for any purpose other than carrying out the contract work.
- **Limitations:** Times for deliveries to be agreed with the NML and Visitor Services

### 145 Traffic and vehicles

- **Limitations:** All roads and access routes are to be left unobstructed at all times.

### 150 Storage, accommodation, mechanical plant, temporary works and services

- **Position:** Within a secure site compound location to be agreed
- **Maintenance:** Alter, adapt and move as necessary. Remove when no longer required and make good.

## GENERAL INFORMATION

### 160 Cash flow forecast

- **Submission:** Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based on the programme for the Works.

### 225 Freight Vehicle safety requirements

- **Vehicle equipment (minimum):** Audible alert to other road users to the planned movement of the vehicle when the vehicle's indicators are in operation. Prominent signage at the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside. Properly adjusted class VI mirror/s or Fresnel lens to eliminate the near side blind spot. Side under run guards.
- **Drivers:** Trained on vulnerable road user safety through an approved course. Hold a current valid Certificate of Competence. Have a valid driving licence and be legally able to drive the vehicle.
- **Registration Scheme membership:** Submit evidence of registration with and accreditation to the Fleet Operator Recognition Scheme (FORS).

## PROGRAMME

## 250 Programme

- **Master programme:** When requested and before starting work on site, submit in an approved form a master programme for the Works.
- **Include:**
  - **Information:** Design, production information and proposals provided by the Contractor, subcontractors or suppliers, including inspection and checking.
- **Planning:** Planning and mobilization by the Contractor.
- **Dates:** Earliest start and finish dates for each activity and identification of critical activities.
- **Engineering services:** Running in, adjustment, commissioning and testing of engineering services and installations.
  - **Instructions:** Work resulting from instructions issued in regard to the expenditure of provisional sums.
- **Concurrent work:** Work by or on behalf of the Employer and concurrent with the contract. The nature and scope of which, the relationship with preceding and following work and relevant limitations are suitably defined in the Contract Documents.
- **Exclusions:** Work that is not well defined: where and to the extent that the programme implications for this are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- **Number of copies:** Two copy.
- **Submittal date:** No later than 7 days after requested by the C.A.

## 280 Commencement of work

- **Notice:** Before the proposed date for commencement of work on site give minimum notice of one week.

## HEALTH AND SAFETY INFORMATION

### 300 Health and Safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- **Include:** Construction Phase Health & Safety Plan.
- **Policy document:** A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
  - **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
  - **Training:** Records of training and training policy.
  - **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- **Submittal date:** Within one week of request.

### 320 Outline Construction Phase Health and Safety Plan

- **Content:**
  - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the Contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
  - **Management system:** Details of the proposed management structure, responsibilities and

arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.

- **Selection:** Proposed procedure for ensuring competency of other contractors, the self employed and designers.
  - **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
  - **Emergency:** Procedures including those for fire prevention and escape.
  - **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
  - **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
  - **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.
- **Submittal date:** Within one week of request.

### 330 Health and safety hazards

- **Hazards:** Refer to the Pre-Construction Information Pack included with the Tender Documents.
- **Limitations:** The nature and condition of the site and/ or buildings cannot be fully ascertained before they are opened up.
- **Information:** The accuracy and sufficiency of this information provided about existing hazards is not guaranteed by the Employer/Purchaser or their representative. Ascertain if additional information is required to ensure the safety of persons and the Works.
- **Training:** Ensure that all relevant personnel are aware of the hazards listed and have received appropriate training to deal with them.

### 340 Preconstruction information

- **Availability:** Integral with the project specification, including but not restricted to the following:  
Description of project.  
Client's consideration and management requirements.  
Environmental restrictions and on-site risks.  
Significant design and construction hazards.  
The Health and Safety File.

### 350 Execution hazards

- **Common hazards:** Not listed. Control by good management and site practice.
- **Significant hazards:** Refer to Pre-Construction Information Pack included with the Tender Documents.

### 360 Product hazards

- **Hazardous substances:** Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Guidance Notes: Environmental Hygiene (EH): Workplace exposure limits. Containing the list of workplace exposure limits for use with the Control of Substances Hazardous to Health Regulations 2002 (as amended).
- **Common hazards:** Not listed. Control by good management and site practice.

### **370 Construction phase health and safety plan**

- **Delivery to the Client:** No later than one week before commencement on site.
- **Confirmation:** Do not start construction work until written confirmation is received that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- **Content:** Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan and the Preconstruction information.

## **MANAGEMENT AND STAFF**

### **400 Management and staff – Contract minimum requirement**

- **Details:** Allow for compliance with contract obligations.
- **Cost significant items:**

### **410 Management and Staff – Additional requirement**

- **Dedicated staff role:** Site Foreman

## **TEMPORARY ACCOMMODATION**

### **430 Temporary accommodation – Contract minimum requirement**

- **Details:** Allow for compliance with the Contract obligations.

### **480 Parking**

- **Requirement:** Provide and maintain exclusively for use by Employer/ Purchaser and their representatives and consultants.
- **Details:** Restrictions on parking of the Contractor's and employees' vehicles: Parking for all operatives and contractors staff and visitors is restricted to any space afforded within the contractors site compound.

## **TEMPORARY SERVICES**

### **500 Temporary Services – contract minimum requirement**

- **Details:** Allow for compliance with Contract obligations.

### **540 Lighting and power**

- **Supply:** Electric power from the Employer's mains may be used for the Works as follows:
- **Point of supply:** To be confirmed.
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

## **TEMPORARY SECURITY**

### **600 Security – contract minimum requirement**

- **Details:** Allow for compliance with Contract obligations.

## TEMPORARY SAFETY AND CONTROL

### 630 Safety and environmental protection – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.

### 670 Control and protection – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.

### 710 Beneficial use of installed systems

- **Permanent systems:** Do not use for any purpose other than running in, testing and commissioning.
- **Other uses:** If permission is given for any other use of a system before the Works are accepted as complete, enter into a separate written agreement recording details of the terms and conditions of use.

### 730 Mechanical plant – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.

## TEMPORARY WORKS

### 760 Temporary works – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.

### 790 Name boards and advertisements

### 840 Personal protective equipment

- **General:** Provide for the sole use of operatives working for the contractor.
- **Safety helmets:** Provide.
  - **Standard:** To BS EN 397, neither damaged nor time expired.
- **High visibility waistcoats:** Provide.
  - **Standard:** To BS EN ISO 20471, Class 2.
- **Safety boots:** Provide.
  - **Standard:** To BS EN ISO 20345, with steel insole and toecap.
- **Disposable respirators:** Provide.
  - **Standard:** To BS EN 149.FFP1S.
- **Eye protection:** Provide.
  - **Standard:** To BS EN 166.
- **Ear protection:** Provide.
  - **Standard:** Muffs to BS EN 352-1, plugs to BS EN 352-2.
- **Hand protection:** Provide.
  - **Standard:** To BS EN 388, 407, 420 or 511 as appropriate.

# 00-50-70 Works Contract Management

## GENERALLY

### SUPERVISION, COOPERATION AND COORDINATION

#### 130 Supervision

- **Requirement:** The whole of the contract work and any significant parts must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality, progress and coordination.
- **Evidence:** Submit, including details of the person proposed; their relevant skills, training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history; work related assessments and management structure.
- **Submittal date:** Within one week of request.
- **Replacement of supervisory personnel:** Give maximum possible notice before changing supervisory personnel.

#### 140 Coordination of engineering services

- **Suitability:** Site organization staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- **Evidence:** Submit on request, including details of the person proposed; their relevant skills, training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history; work related assessments and management structure.

## PROGRESS

#### 150 Monitoring

- **Progress:**
  - **Records:** Record on a copy of the programme kept on site.
  - **Delays:** Minimize. Take appropriate action to recover lost time.
  - **Corrective action:** Where progress falls below target, Submit proposals.
  - **Submittal date:** As soon as possible.
  - **Completion forecast:** Submit on the last working day of each week.

#### 160 Progress meetings

- **General:** Meetings will be held to review progress and other matters arising from administration of the Contract.
- **Frequency:** TBC at pre start meeting
- **Venue:** TBC
- **Accommodation:** Ensure availability at the time of such meetings.
- **Attendees:** Project Manager / Architect / Client / Contractor.
- **Chairperson:** Contract Administrator.
  - **Name:** To be confirmed.

- **Duties:** The Chairperson will send invitations, receive apologies, distribute agendas, take and distribute minutes.

#### 170 Progress report

- **Submittal date:** At least one business day before the site meeting.
- **Requirement:** Notwithstanding the Contractor's obligations under the Contract the report must include the following.
- **Content:** as below:.
- **Progress statement:** Detailing matters materially affecting the regular progress of the Works with reference to the master programme.
- **Progress reports:** Subcontractors and suppliers.
  - **Information:** Requirements for further drawings or details or instructions to fulfil obligations under the Conditions of Contract.

#### 180 Contractor's progress meetings

- **General:** Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

#### 185 A Extension of Time

- **Notice:** When a notice of the cause of any delay or likely delay in the progress of the Works is given under the contract, written notice must also be given of all other causes which apply concurrently.
- **Details:** As soon as possible submit:
  - Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.
  - All other relevant information required by the contract.

#### 186 B Interim Valuations

- **Applications:** Include details of amounts due under the contract together with all necessary supporting information
- **Submissions:** At least seven days before established due dates

### OPERATION

#### 200 Employer's representatives inspections

- **Access:** Provide at reasonable times.
- **Inspections:** Agree dates and times several days in advance, to enable affected parties to be present.
- **Safety:** Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require compliance of the Employer and Employer's representatives when visiting the site.

#### 210 Removal or replacement of existing work

- **Extent and location:** Agree before commencement.
- **Execution:** Carry out in ways that minimize the extent of work.



## 220 Ownership of materials

- **Alteration or clearance work:** Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

## 230 Measurement

- **Covered work:** Give notice before covering work required to be measured.

## 260 Security

- **Protection:** Safeguard the site, the Works, products, materials, and existing buildings affected by the Works from damage and theft.
- **Access:** Take reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- **Special requirements:** Ensure that all employees and subcontractors stay within the appropriate work areas and access routes

## 280 Stability

- **Responsibility:** Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- **Design loads:** Obtain details, support as necessary and prevent overloading.

## 290 Occupied premises

- **Extent:** Existing buildings will be occupied and/ or used during the Contract.
- **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- **Overtime:** If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

## 310 Occupier's rules and regulations

- **Occupier's rules and regulations:** The Contractor must comply with NML's rules for contractors which are available upon request.

## 370 Explosives

- **Use:** Not permitted.

## 390 Noise and vibration

- **Noise control:** In accordance with BS: Code of practice for noise and vibration control on construction and open sites. Noise,
- **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- **Restrictions:** Obtain consent before using percussion tools and other noisy appliances. Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

## 400 Pollution

- **Prevention:** Protect the site, the Works and the general environment including the atmosphere, land, and water courses against pollution.

- **Contamination:** If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

#### 420 Pesticides

- **Use:** Not permitted.

#### 430 Nuisance

- **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- **Surface water:** Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

#### 445 Antiquities

- **Preservation:** Keep objects in the exact position and condition in which they were found.

#### 450 Fire prevention

- **Requirement:** Prevent personal injury or death, and damage to the Works or other property from fire.
- **Standard:** Comply with 'Fire prevention on construction sites' - the joint code of practice on the protection from fire of construction sites and buildings undergoing renovation.

#### 460 Smoking on site

- **Smoking on site:** Not permitted.

#### 470 Burning on site

- **Burning on site:** Not permitted.

#### 480 Moisture

- **Wetness or dampness:** Prevent, where this may cause damage to the Works.
- **Drying out:** Control humidity and the application of heat to prevent:  
Blistering and failure of adhesion.  
Damage due to trapped moisture.  
Excessive movement.

#### 500 Infected timber and contaminated materials

- **Removal:** Where instructed to remove material affected by fungal and/or insect attack from the building, minimize the risk of infecting other parts of the building.
- **Testing:** Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels.

#### 510 Waste

- **Includes:** Rubbish, debris, spoil, containers and surplus material.
- **Requirement:** Keep the site and Works clean and tidy. Remove rubbish, dirt and residues before closing voids and cavities in the construction.
- **Waste:** Remove frequently and dispose off site in a safe and competent manner as approved and directed by the Waste Regulation Authority.
- **Recyclable material:** Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
- **Documentation:** Retain waste transfer documentation on site.

#### 520 Electromagnetic interference

- **Duty:** Prevent excessive electromagnetic disturbance to apparatus outside the site.

#### 540 Powder actuated fixing systems

- **Use:** Not permitted.

#### 550 Invasive species

- **General:** Prevent the introduction or spread of species (e.g. plants or animals) that may adversely affect the site and the Works economically, environmentally or ecologically.
- **Requirement:** Report immediately suspected invasive species discovered during execution of the Works. Do not disturb and agree methods for safe eradication or encapsulation.

#### 580 Existing services

- **Confirmation:** Notify service authorities, statutory undertakers and/ or adjacent owners of proposed work not less than one week before commencing site operations.
- **Identification:** Before starting work, check and mark positions of mains and services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- **Work adjacent to services:** Comply with service authority's or statutory undertaker's recommendations.  
Adequately protect, and prevent damage to services.  
Do not interfere with their operation without consent of service authorities, statutory undertakers or other owners.
- **Identifying services:**
  - **Below ground:** Use signboards, giving type and depth.
- **Overhead:** Use headroom markers.
- **Damage to services:**
  - **Action:** Immediately give notice and notify appropriate service authority or statutory undertaker.
  - **Repair:** Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
- **Liability:** Measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's or statutory undertakers recommendations.

#### 590 Roads and footpaths

- **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- **Damage:** Make good if caused by site traffic, or otherwise consequent upon the Works, to the satisfaction of the Employer, Local Authority or other owner.

#### 630 Existing features

- **Protection:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

#### 640 Existing work

- **Protection:** Prevent damage to existing work, structures or other property during the execution of the Works.
- **Removal:** Minimum amount necessary.
- **Replacement work:** To match existing.

#### 650 Building interiors

- **Protection:** Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the execution of the Works.

#### 660 Existing furniture, fittings and equipment

- **Protection:** Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
- **Removal by Employer:**
  - **Timing:** Before work starts in relevant areas.

### METHOD AND SEQUENCE

#### 704 B Working On Site

- **Behaviour:** It is essential that persons working on site dress appropriately, moderate their tones, avoid swearing and behave in a respectful and considerate manner to cause least offence and disturbance to staff and those visiting the Museum.

#### 720 Method and sequence of work Restrictions

- **Specific limitations:** Works to be in accordance with the schedule of works and drawings

#### 730 Adjoining property

#### 740 Adjoining property restrictions

- **Precautions:** Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. Pay charges. Remove temporary protection and make good on completion or when directed.
- **Damage:** Bear cost of repairing damage arising from execution of the Works.

#### 750 Existing structures

- **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- **Supports:**
  - **Standards:** In accordance with BS 5975 and BS EN 12812.
  - **Requirements:** Provide and maintain incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, which may be endangered or affected by the Works.  
Do not remove until new work is strong enough to support existing structure.  
Prevent overstressing of completed work when removing supports.
- **Adjacent structures:** Monitor and immediately report excessive movement.

**760 Materials for recycling or reuse**

- **Duty:** Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- **Storage:** Stack neatly and protect until required by the Employer or for use in the Works as instructed.

**790 Working hours**

- **Specific limitations:** As per the schedule of works

# 00-60-70 Works Contract Verification

## STANDARDS OF PRODUCTS AND EXECUTIONS

### 110 Substitute products

- **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered.
- **Compliance:** Substitutions accepted will be subject to verification requirements detailed in the specification.

### 120 Substitution of products

- **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
- **Reasons:** Submit reasons and relevant information for the proposed substitution.
- **Information to be submitted:** Manufacturer and product reference.  
Cost.  
Availability.  
Relevant standards.  
Performance.  
Function.  
Compatibility of accessories.  
Proposed revisions to drawings and specification.  
Compatibility with adjacent work.  
Appearance.  
Copy of warranty or guarantee.
- **Alterations to adjacent work:** If needed, advise scope, nature and cost.
- **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

### 130 Equivalent products

- **Inadvertent omission:** Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

### 140 Substitution of standards

- **Specification:** To British Standard
- **Substitution:** May be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognized in the UK.
- **Ordering:** Submit notification of all such substitutions before ordering.
- **Documentary evidence:** Submit for verification when requested. Submitted foreign language documents must be accompanied by certified translations into English.

## DOCUMENTS AND INFORMATION

### 150 Currency of documents

- **Currency:** References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

#### 160 Incomplete documentation

- **Products and executions:** Where and to the extent that products or executions are not fully documented, they are to be as follows.
- **Requirements:**
  - **Standard:** Of a kind and quality appropriate to the nature and character of that part of the Works where they will be used.
  - **Suitability:** Suitable for the purposes stated or reasonably to be inferred from the project documents.
- **Contract documents:** Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from obligations or liabilities under the Contract.

#### 210 Record drawings and information

- **Record drawings:**
  - **Drawings scope:** Marked up "as-built" copies of drawings
  - **Drawings format:** 2x Hard Copies

#### 220 Technical information

- **Retain:** Available on site for reference by supervisory personnel.
- **Information:** Manufacturer's current information and relevant British Standards, relating to products to be used in the Works.

#### 230 Compliance

- **Compliance:** Retain on site evidence that the proprietary product specified has been supplied.
- **Submit:** Evidence of compliance with performance specifications, including test reports indicating properties tested, pass or fail criteria, test methods and procedures, test results, identity of testing agency, test dates and times, identities of witnesses and analysis of results.

### PRODUCTS AND EXECUTION

#### 240 Workmanship skills

- **Operatives:** Appropriately skilled and experienced for the type and quality of work.
- **Registration:** With Construction Skills Certification Scheme.
- **Evidence:** Operatives must produce evidence of skills and qualifications when requested.

#### 250 Quality of products

- **Generally:** New.
- **Supply:** Each product from the same source or manufacturer.
- **Quantity:** Whole quantity of each product required to complete the Works of a consistent kind, size, quality and overall appearance.
- **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
- **Deterioration:** Prevent, order in suitable quantities to a programme and use in appropriate sequence.
- **Recycling:** Proposals for recycled products may be considered.

#### 260 Quality of execution

- **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

- **Colour batching:** Do not use different colour batches where they can be seen together.
- **Dimensions:** Check on-site.
- **Finished work:** Not defective damaged, disfigured, dirty, faulty, or out of tolerance.
- **Appearance:** Adjust joints open to view so they are even and regular.

## 270 Inspections

- **Standard:** Inspection, or other action, of products or executions must not be taken as approval unless confirmed in writing including the following:  
Date of inspection.  
Part of the work inspected.  
Respects or characteristics which are approved.  
Extent and purpose of the approval.  
Associated conditions.

## 280 Related work

- **Details:** Provide trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is approximately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive new work.
- **Preparatory work:** Ensure necessary preparatory work has been carried out.

## 290 Manufacturer's recommendations and instructions

- **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to Tender.
- **Submit:** Details of changes to recommendations or instructions.
- **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
- **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

## 300 Water for the Works

- **Mains supply:** Clean and uncontaminated.
- **Suitability:** Do not use until evidence is provided.

## SAMPLES AND APPROVALS

## 330 Samples

- **Products or executions:** Comply with specification requirements and in respect of the stated or implied characteristics:  
To an express approval.  
To match a sample expressly approved as a standard for the purpose.

## 340 Approval of products

- **Programme:** Undertake or arrange submissions, samples, inspections and tests to suit the Works programme.
- **Approval:** Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- **Retain:** Complying sample in good, clean condition on site. Remove when no longer required.



### 350 Approval of execution

- **Programme:** Undertake or arrange submissions, samples, inspections and tests to suit the Works programme.
- **Approval:** Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- **Retain:** Complying sample in good, clean condition on site. Remove when no longer required.

## ACCURACY AND SETTING OUT GENERALLY

### 370 Accuracy of instruments

- **Measurement:** Use instruments and methods described in BS 5606, Appendix A.
- **Accuracy:** Maintain

### 380 Setting out

- **General:** Submit details of methods and equipment to be used in setting out the Works.
- **Levels and dimensions:** Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- **Completion of setting out:** Give notice before commencing construction.

### 400 Critical dimensions

- **Critical dimensions:** Set out and construct the Works in accordance with the critical dimensions and tolerances stated.

### 410 Setting out records

- **Record drawings:** Include details of grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the Contract and hand over on completion.

## SERVICES GENERALLY

### 430 Services regulations

- **Services:** New and existing services must comply with the Byelaws or Regulations of the relevant Statutory Authority.

### 440 Water regulations and byelaws notification

- **Requirements:** Notify Water Undertaker of work carried out to or which affects new or existing services. Submit required plans, diagrams and details.
- **Consent:** Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

### 450 Water regulations and byelaws Contractor's certificate

- **Content:**
  - **Installation:** Describe the new installation and/ or the work carried out to an existing installation, including the address.
- **Statement:** Confirm that the installation complies with the relevant Water Regulations or Byelaws.

- **Inspection:** Provide the Contractor's name and address, the name and signature of the individual responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Certificate on completion of the work, include a copy to the Water Undertaker.

#### 460 Electrical installation certificate

- **Certification:** The original certificate is to be lodged in the Building Manual at the completion of relevant electrical work.

#### 470 Gas, oil and solid fuel appliance installation certificate

- **Content:**
  - **Installation:** Describe the new installation and/ or the work carried out to an existing installation including the address.
  - **Safety:** Include special recommendations or instructions for the safe use and operation of appliances and flues.
- **Statement:** Confirm that the installation complies with the appropriate safety, installation and use regulations.
  - **Inspection:** Provide the Contractor's name and address, the date on which the installation was checked and the name, qualifications and signature of the competent person responsible for checking compliance.
- **Submit:** Before the completion date stated in the contract.

#### 480 Mechanical and electrical services

- **Final tests and commissioning:** Carry out so that services are in full working order at completion of the Works.
- **Confirmation:** Provide a Building Regulations notice, signed by a suitably qualified person, to Building Control that systems have been commissioned in accordance with approved procedures.
- **Records:** A copy to be lodged in the Building Manual.

#### 500 Continuity of thermal insulation

- **Record and report:** Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to the Specification.
  - **Content:** Address of premises, the Contractor's name and address, the name, qualification and signature of a competent person responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Before completion of the Works.
- **Copy:** Include in the Building Manual.

### QUALITY CONTROL

#### 540 Proposals for rectification of non-compliant products and executions

- **Non-compliant items:**
  - **Opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution:** Submit proposals
  - **Submittal date:** So soon as possible after discovery of items which are or appear to be non-compliant.
- **Acceptability:** Such proposals may be unacceptable and contrary instructions may be issued.

#### **550 Measures to establish acceptability**

- **General:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures will be at the expense of the Contractor and will not be considered as grounds for revision of the completion date.

#### **560 Quality control**

- **Procedures:** Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- **Records:** Maintain full records, keep copies on site for inspection, and submit copies on request.
- **Content of records:**
  - **Identification:** Of each element, item, batch or lot including location in the Works.
- **Inspections, tests and approvals:** Purpose and dates.
  - **Description:** Nature and extent of nonconforming work found.
  - **Corrective action:** Details of work carried out.

# 00-70-70 Works Contract Administration

## USE OF DOCUMENTS

### 100 Freedom of information

- **Records:** Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- **Received requests:** Obtain instruction before proceeding.  
Do not supply information to those who are not project participants without express written permission.
- **Confidentiality:** Maintain at all times.

### 110 Drawings

- **Definitions:** Building Applications Guide: Design framework for building services. 4th edition A design framework for building services. Design activities and drawing definitions.
- **CAD data:** In accordance with BS 1192.

### 120 Cross references

- **Accuracy:** Check remainder of the annotation or item description against the terminology used in the cited section or clause.
- **Related terminology:** Where a numerical cross-reference is not given the relevant sections and clauses of the Specification will apply.
- **Relevant clauses:** Clauses in the cited specification section dealing with general matters, ancillary products and execution also apply.
- **Discrepancy or ambiguity:** Before proceeding, obtain clarification or instructions.

### 130 Referenced documents - conflicts

- **Precedence:** Specification prevails over referenced documents.

### 140 Dimensions

- **Dimensions:** Do not scale.

### 160 Measured quantities

- **Measured quantities:** When ordering products and constructing the Works, the accuracy and sufficiency of the measured quantities is not guaranteed.
- **Precedence:** The Specification and drawings shall override the measured quantities.

## DOCUMENT AND DATA INTERCHANGE

## DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

### 230 Additional copies of drawings and documents

- **Additional copies:** Reasonable number of copies issued free of charge.

## DOCUMENTS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

### 260 Priced Activity Schedule

- **Submit:** With the tender.

### 350 Programme

- **Programme of work:** Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
- **Submittal date:** Within one week of request.

### 380 Method statements

- **Method statements:** Prepare describing how and when the following procedures are to be carried out.
- **Procedures:** Demolition of the junior building
- **Submittal date:** Within one week of request.

### 400 Alternative method proposals

- **General:** In addition to and at the same time as tendering for the Works as defined in the tender documents, alternative methods of construction and installation may be submitted for consideration. Alternatives, which would involve significant changes to other work, may not be considered.
- **Alternative method proposals:** Include a complete and precise statement of the effects on cost and programme.
- **Safety method statement:** Carry out a health and safety risk assessment for each alternative and where appropriate provide a safety method statement suitable for incorporation in the Health and Safety Plan.
- **Full technical data:** Submit for each alternative together with details of any consequential amendments to the design and/ or construction of other parts of the Works.
- **Submittal date:** With the tender.

### 410 Alternative time proposals

- **General:** In addition to and at the same time as undertaking to complete the contract work by the date for completion or period specified in the Contract, an alternative proposal based upon a different date or period may be submitted.
- **Date for Completion:** If any such proposal is accepted, the date for completion or period inserted in the Contract will be the date stated in or determined from the alternative proposal.

### 440 Quality control resource statement

- **Resources:** Describe the proposed organization and resources to control the quality of the Works, including the work of subcontractors.
- **QA staff:** Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.

### 450 Health and safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- **Include:**

- **Policy document:** A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
- **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
- **Training:** Records of training and training policy.
- **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- **Submittal date:** With the tender.

#### 470 Outline construction phase health and safety plan

- **Content:**
  - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the Contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
  - **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
  - **Selection:** Proposed procedure for ensuring competency of other contractors, the self employed and designers.
  - **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
  - **Emergency:** Procedures including those for fire prevention and escape.
  - **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
  - **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
  - **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.
- **Submittal date:** Within one week of request.

#### 480 Health and safety file information

- **Information:** Provide as required by the Principal Contractor and Provide as required by the Principal Designer.
- **Details:** as set out in the pre-construction information.

### SUBLETTING AND SUPPLY

#### 600 Domestic subcontracts - list

- **Content:** Details of proposed subcontractors and the work for which they will be responsible.
- **Submittal date:** Within one week of request.

### INFORMATION

#### 740 Proposed instructions

- **Estimates:** If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- **Include:**
  - **Cost breakdown:** A detailed breakdown of cost, including allowance for direct loss and expense.
  - **Resources:** Details of additional resources required.
  - **Programme:** Details of adjustments to be made to the programme for the Works.
  - **Other:** Other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- **Inability to comply:** Inform immediately if it is not possible to comply with any of the above requirements.

#### 800 Insurance

- **Documentary evidence:** Before starting work on site submit details and/ or policies and receipts for the insurances required by the Conditions of Contract.

#### 820 Insurance claims

- **Notice:** If an event occurs which may give rise to a claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person administering the contract on behalf of the Employer and the Insurers.
- **Failure to notify:** Indemnify the Employer against loss, which may be caused by failure to give such notice.

#### 830 Climatic conditions - records

- **Climatic conditions:** Record accurately and retain.
- **Information:**
  - **Air temperatures:** Daily maximum and minimum, including overnight.
  - **Delay records:** Due to adverse weather, include description of the weather, types of work affected and number of hours lost.

#### 840 Ownership of products

- **Ownership:** At the time of each valuation, supply details of those products not incorporated into the Works which are subject to reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- **Evidence:** When requested, provide evidence of freedom of reservation of title.

#### 850 Listed products stored off site

- **Evidence of title:** Submit reasonable proof that the property in 'listed items' is vested in the Contractor
- **Supplier:** For products purchased from a supplier include a copy of the contract of sale and a written statement from the supplier that conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to encumbrance or charge.
- **Subcontractor:** For products purchased from a supplier by a subcontractor or manufactured or assembled by a subcontractor, copies of the subcontract with the Subcontractor and a written statement from the Subcontractor confirming that conditions relating to the passing property have been fulfilled and the products are not subject to encumbrance or charge.

#### **870 Overtime working schedule**

- **Requirement:** Prior to overtime being worked, submit notice of times, types and locations of work to be done.
- **Notice period (minimum):** Three days prior to overtime being worked.
- **Concealed work:** If executed during overtime for which notice has not been submitted, it may be required to be opened up for inspection and reinstatement at the Contractor's expense.

#### **880 Defects in existing work report**

- **Undocumented defects:** When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- **Documented remedial work:** Do not execute work which may hinder access to defective products or executions, or be rendered abortive by the remedial work.

#### **890 Tests and inspection schedule**

- **Timing:** Agree and record dates and times of tests and inspections to enable affected parties to be represented.
- **Confirmation:** Provide one working day prior to each test or inspection. If sample or test is not ready, agree a new date and time.
- **Records:** Submit a copy of test certificates and retain copies on site.

#### **920 Maintenance instructions and guarantees**

- **Components and equipment:** Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- **Information location:** In Building Manual.
- **Emergency call out services:**
  - **Telephone numbers:** Provide for use after completion.
  - **Extent of cover:** Office hours only.



# 00-80-70 Works Contract Completion

## NOTIFICATION

### 100 Notice of completion

- **Requirement:** Give notice of the anticipated dates of completion of the whole or parts of the Works.
- **Associated work:** Ensure necessary access, services and facilities are complete.
- **Period of notice (minimum):** Two weeks.

### 140 Partial possession by Employer

- **General:** If clauses 2.25 to 2.29 of the Condition of Contract are applied ensure necessary access, services and other associated facilities are also complete.

### 150 Completion in sections or in parts

- **General:** Where it is proposed to take possession of a Section or part of the Works and such Section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site, complete that other work in time to permit such possession to take place.
- **Remainder of the Works:** During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

## COMPLETION WORK

### 170 Work before completion

- **General:** Make good damage consequent upon the Works. Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
- **Cleaning:** Clean the Works thoroughly inside and out, including accessible ducts and voids. Remove splashes, deposits, efflorescence, rubbish and surplus materials.
- **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- **COSHH dated data sheets:** Obtain for materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- **Minor faults:** Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- **Moving parts of new work:** Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### 180 Security at completion

- **General:** Leave the Works secure with, where appropriate, accesses closed and locked.
- **Keys:** Account for and adequately label keys. Hand over to the duly authorized person with an itemized schedule. Retain a duplicate schedule signed by that person as a receipt.

### 190 Rectification and defects

- **Notice:** Give reasonable notice for access to the various parts of the Works.

- **Access arrangements:** Arrange with School Office.
- **Completion:** Give notice when remedial works have been completed.

## INFORMATION

### 240 The Building Manual

- **Purpose:** The Building Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It must provide an overview of the main design principles and describe key components and systems within the finished Works to enable proper understanding, efficient and safe operation and maintenance.
- **Scope:**
  - **Part 1:** General.
  - **Part 2:** Fabric.
  - **Part 3:** Services.
  - **Part 4:** The Health and Safety File
  - **Part 5:** Building User Guide.
- **Responsibility for production:** The Contractor.
- **Date required:** Prior to Practical Completion.
- **Compilation:** Prepare all information for Contractor designed or performance specified work including as-built drawings. Obtain or prepare all other information to be included in the Manual.
- **Reviewing the Manual:** Prepare and circulate a complete draft. Amend in the light of any comments and recirculate. Do not proceed with production of the final copies until authorized.
- **Final copies of the Manual:**
  - **Number of copies:** Two.
  - **Format:** Paper folded to A4.
  - **Latest date for submission:** One week before the date for completion stated in the contract.
- **As-built/ record drawings and schedules:**
  - **Number of copies:** Two.
  - **Format:** Paper folded to A4.

### 250 The Health and Safety File

- **Responsibility for production:** The Contractor.
- **Content:** Refer to the Pre Construction Information Pack.
- **Format:** Electronic (PDF).
- **Delivery to:** The Principal Designer.
- **Latest date for submission:** One week before practical completion.

### 260 Content of the Building Manual part 1: General

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual:
- **Index:** List the constituent parts of the Manual, together with their location in the document.
- **The Works:** Description of the buildings and facilities.  
Ownership and tenancy, where relevant.  
Health and Safety information – other than that specifically required by the Construction (design and management) regulations

- **The Contract:** Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.  
Overall design criteria.  
Environmental performance requirements.  
Relevant authorities, consents and approvals.  
Third party certification, such as those made by 'competent' persons in accordance with the Building Regulations.
- **Operational requirements and constraints of a general nature:** Maintenance contracts and contractors.  
Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.  
Emergency procedures and contact details in case of emergency.  
Other specific requirements.

## 270 Content of the Building Manual Part 2: Building fabric

- **Content:** Obtain and Provide the following, including all relevant details not included in other parts of the Manual:
  - **Detailed design criteria:** Including:  
Floor and roof loadings  
Durability of individual components and elements  
Loading restrictions  
Insulation values  
Fire ratings  
Other relevant performance requirements
  - **Construction of the building:** A detailed description of methods and materials used.  
As-built drawings recording the construction, together with an index.  
Information and guidance concerning repair, renovation or demolition/ deconstruction.
  - **Periodic building maintenance guide chart:** Provide for all significant items of work
  - **Manufacturer's instructions index,:** Include relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
  - **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
  - **Test certificates and reports required in the specification:** Obtain, including:  
Air permeability.  
Resistance to passage of sound.  
Continuity of insulation.  
Electricity and Gas safety.

## 280 Content of the Building Manual Part 3: Building services

- **Content:** Obtain and Provide the following, including all relevant details not included in other parts of the Manual:
  - **Detailed design criteria and description of the systems, including:** Including:  
Services capacity, loadings and restrictions.  
Services instructions.  
Services log sheets.  
Manufacturers' instruction manuals and leaflets index.  
Fixtures, fittings and component schedule index.
  - **As-built/ record drawings:** For each system recording the construction, together with an index, including:  
Diagrammatic drawings indicating principal items of plant, equipment and fittings.  
Record drawings showing overall installation.  
Schedules of plant, equipment, valves, etc. describing location, design performance and

- unique identification cross referenced to the record drawings.
- Identification of services – a legend for colour coded services.
- **Product details:** Including for each item of plant and equipment:
  - Name, address and contact details of the manufacturer.
  - Catalogue number or reference.
  - Manufacturer's technical literature, including detailed operating and maintenance instructions.
  - Information and guidance concerning dismantling, repair, renovation or decommissioning.
- **Operation:** A description of the operation of each system, including:
  - Starting up, operation and shutting down.
  - Control sequences.
  - Procedures for seasonal changeover.
  - Procedures for diagnostics, troubleshooting and faultfinding.
- **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
- **Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:** List for each item of plant, equipment, valves, etc. used in the installations, including:
  - Electrical circuit tests.
  - Corrosion tests.
  - Type tests.
  - Work tests.
  - Start and commissioning tests.
- **Equipment settings:** Schedules of fixed and variable equipment settings established during commissioning.
- **Preventative maintenance:** Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
- **Lubrication:** Schedules of all lubricated items.
- **Consumables:** A list of all consumable items and their source.
- **Spares:** A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- **Emergency procedures:** For all systems, significant items of plant and equipment.
- **Annual maintenance summary chart:** For all systems.

## 290 Content of the Building Manual Part 4: the Health and Safety File

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual, including:
  - Residual hazards and how they have been dealt with.
  - Hazardous materials used.
  - Information regarding the removal or dismantling of installed plant and equipment.
  - Health and safety information about equipment provided for cleaning or maintaining the structure.
  - The nature, location and markings of significant services.
  - Information and as-built drawings of the structure, its plant and equipment.

## 300 Content of the Building Manual Part 5: the Building User Guide

- **Content:** Obtain and provide the following:
  - Building services information.
  - Emergency information.
  - Energy and environmental strategy.
  - Water use.
  - Transport facilities.
  - Materials and waste policy.

Re-fit/ re-arrangement considerations.  
Reporting provision.  
Training.  
Links and references.

### 320 Presentation of Building Manual

- **Format:** A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled
- **Selected drawings:** Where these are needed to illustrate or locate items mentioned in the Manual: if larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- **As-built/ record drawings:** The main sets may form annexes to the Manual.

### 340 Information for commissioning of services

- **General:** Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- **Submittal date:** At commencement of commissioning.

### 350 Training

- **Objective:** Before completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.

### 400 Schedule for spare parts

- **General:** Before Completion, submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.

### 410 Tools and consumables

- **General:** Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- **Quantity:** Two complete sets.
- **Consumables:** Supply a complete list of all consumables necessary for the operation.
- **Submittal date:** At completion.

## SCHEDULE 1

### Part 1 – NML Schedule of Amendments

#### Definitions

1.1 Add as a new definition:

"Change Control Process: the process (and the only process) by which the Employer will provide any authorisation for a change to the Works as set out at Schedule 3."

"Coronavirus: the novel coronavirus which causes the illness COVID-19, and variants thereof, and which was declared to be a pandemic by the World Health Organisation in March 2020."

Coronavirus Measures: public health measures introduced in connection with the Coronavirus which directly affects the execution of the Works at the site in any of the following ways:

- (i) unavailability of appropriate goods and materials
- (ii) unavailability of appropriate labour
- (iii) restrictions on travel
- (iv) closure or partial closure of the site
- (v) delays caused by additional health and safety procedures

but only to the extent that any of the events in (i) to (v) above are:

- (a) not capable of mitigation or avoidance, either in whole or in part, by a reasonably competent contractor using best endeavours in respect of such mitigation or avoidance; and
- (b) not caused or significantly contributed to by the Contractor's or the Contractor's Persons' negligence, default, breach of Contract, failure to follow official governmental guidance (whether mandatory or otherwise) or Statutory Requirements relating to the Coronavirus, COVID-19 or variants thereof.

"Other Contractors: any persons employed engaged or authorised by the Employer to carry out works or provide supplies and/or services not forming part of this Contract, including (without

limitation) any persons as may be specified in the Contract Documents."

### **Contracts (Rights of Third Parties) Act 1999**

1.6 Delete and Substitute:

'This Contract is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.'

### **Notices**

1.7.3A Add as clause 1.7.3A:

"Any notice, certificate or other communication (notice) to be given under Section 4 (Payment) may, in addition to any other permitted method of service, be delivered by hand or sent electronically to the e-mail address of the addressee, provided, if sent by e-mail and not delivered by hand, a copy is sent on the same day to the addressee by pre-paid first class post. Any notice served in accordance with this clause 1.6.3 takes effect as being given and served:

- (a) if delivered by hand or sent by e-mail by 4.00 pm on a Business Day, on that day; but otherwise,
- (b) on the next Business Day."

### **Effect of Final Certificate**

1.9.1.1 Delete.

1.10 In line 1, delete 'Save as stated in clause 1.9 no'. Substitute 'No'.

1.11.2 Delete "and either Party's consent under" and replace with "or".

### **Materials, goods and workmanship**

2.2.1 Delete the second sentence of clause 2.2.1. Substitute:

'Subject as prescribed in the Contract Documents or stated in the Contract Documents to be a matter for the opinion or satisfaction of the Architect/Contract Administrator, all materials and goods shall be new and appropriate for their use, and all materials, goods and workmanship shall be of a satisfactory quality.'

### **Prohibited materials**

2.2A Add as clause 2.2A:

'Save as required under or pursuant to any other provision of this Contract the Contractor shall not use or permit to be used in the Works any materials:

- (a) which by their nature or application contravene any British Standard or EU equivalent;
- (b) which contravene the recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (2011); or
- (c) which are considered to be deleterious within the building design professions.'

### **Contractor's master programme**

2.8A Add as clause 2.8A:

'The Contractor shall prepare and provide to the Architect/Contract Administrator a detailed master programme for the execution of the Works, and such programme shall:

- (a) show the Date of Possession and the Date for Completion;
- (b) show the dates for submission of all design information to be submitted by or on behalf of the Contractor to the Architect/Contract Administrator for approval;
- (c) be consistent with the Information Release Schedule; and
- (d) comply with any other applicable requirements of the Contract Documents,

and if and whenever there is any material delay to the execution of the Works, the Contractor shall provide to the Architect/Contract Administrator a revised programme for the carrying out of the Works.'

### **Materials and goods – on Site**

2.17 In line 4 of clause 2.17, delete 'paid' and substitute 'discharged'.

### **Materials and goods – off Site**

2.18 In line 2 of clause 2.18, delete 'paid' and substitute 'discharged'.

### **Relevant Events**

2.20.2.3 Delete and substitute:

'for the opening up for inspection or testing of any work, materials or goods (including making good) under clause 3.14, unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract; or under clause 3.15, if it is agreed by the Parties or determined by an Adjudicator appointed pursuant to clause 3.15.2 that an extension of time should be awarded in respect of such instruction given under clause 3.15;'



2.20.5 In line 1, after 'under clause 4.14' insert 'or clause 8.10.3'.

2.20.12 At the end of the clause, before ';' insert

'excluding Coronavirus Measures'

2.20.13 Delete and substitute:

'any other occurrence or circumstances amounting to Force Majeure.'

2.20.14 Add as clause 2.20.14:

'delay to Works, which is and/or would have been unavoidable by a competent Contractor acting reasonably, caused by or in connection with:

.1 Coronavirus, COVID-19, or variants thereof;

.2 any epidemic or pandemic (whether global or national; or

any reasonable action(s) taken by the Contractor (to include without limitation, suspension of the whole or any part of the Works) as a consequence of the foregoing.'

#### **Delay caused by Contractor's default**

2.20A Add as clause 2.20A:

'Notwithstanding any other provision, the Contractor shall not become entitled to any extension of time for the completion of the Works or any part of the Works on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or of any sub-contractor or supplier, or of any of his or their employees or agents.'

#### **Practical completion**

2.21A Add as 2.21A:

'For the purposes of the foregoing, **Practical Completion** means a state in which the Works are (or any Section is) complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works (or Section); provided that where it is expressly stated in any provisions of the Contract Documents that the testing, commissioning, regulation or adjustment of any mechanical or electrical services is to be completed, or that any other thing is to be done, before the practical completion of the Works or any Section, the Works or Section shall not be considered to be practically completed until the same is completed or done as the Contract Documents require.'

#### **Liquidated damages for non-completion**

2.23.2 Add at the end of clause 2.23.2:

'; and the Employer's notice under clause 2.23.2 may also suffice as the Employer's notification under clause 2.23.1.2 provided it is given before the date of the Final Certificate.'

2.24 In line 2, after 'pay or repay' insert 'or allow'.

#### **Defects – rectification**

2.30 In line 4 after 'Contractor' insert:

'within a reasonable time after notification by the Architect/the Contract Administrator'.

#### **Defects requiring urgent attention**

2.30A Add as clause 2.30A:

'In cases of urgency the Architect/the Contract Administrator may require any matter notified under clause 2.30 to be made good within such period of time specified by the Architect/the Contract Administrator as the circumstances require.'

#### **Defects etc. at Practical Completion**

2.30B Add as clause 2.30B:

'The foregoing provisions of this clause 2.30 apply mutatis mutandis to any defects, shrinkages or other faults and to any items of incomplete work remaining at practical completion.'

#### **Certificate of making good**

2.31 Add to the end of clause 2.31:

'Provided that the Architect/the Contract Administrator shall not be required to issue any certificate to that effect any earlier than 14 days after the end of the relevant Rectification Period.'

#### **CDP Design Work – copyright**

2.33.1 Delete line 1 and change 'the' in line 2 to 'The'.

2.33.4 Add as clause 2.33.4:

'The Contractor warrants that the use of the Contractor's Design Documents will not infringe the rights of any third person.'

## **Design liability**

2.34 Delete and substitute:

'The Contractor warrants that there has been exercised and will be exercised in the design of the Contractor's Designed Portion and each and every part of the same all the skill and care reasonably to be expected of duly qualified and experienced designers undertaking the design of works similar in scope and character to the Contractor's Designed Portion or such part of the Contractor's Designed Portion.'

## **Person-in-Charge**

3.2 Delete clause 3.2 and substitute:

'3.2.1 Before commencing the Works on Site, the Contractor shall appoint a Person-in-Charge whose identity is to be approved in advance of appointment by the Architect/Contract Administrator in writing (such approval not to be unreasonably withheld or delayed). The Person-in-Charge shall be employed to act as the full time representative of the Contractor on the Site throughout the construction period. The Contractor shall not (save in circumstances which render it unavoidable) remove the Person-in-Charge without the written consent of the Architect/Contract Administrator, which consent shall not be unreasonably withheld or delayed. Any vacancy in the office of Person-in-Charge shall be filled by a person to the approval of the Architect/Contract Administrator as aforesaid.

3.2.2 Any instructions given to the Person-in-Charge by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.'

## **Conditions of sub-contracting**

3.6.5.3 Delete from 'clause 2.18' until the end of the clause. Substitute: 'clause A2'.

## **Postponement of Work**

3.12 Re-number clause 3.12 as 3.12.1

3.12.2 Add as clause 3.12.2

'The Parties agree that if an instruction is issued under clause 3.12.1 postponing work for reasons related to Coronavirus, COVID-19, variants thereof or Coronavirus Measures, there shall be no adjustment to the Contract Sum under this Contract and/or no entitlement for the Contractor to seek general damages connected to the postponement whether under this Contract or otherwise.'

## **Instructions on Provisional Sums**

3.13 In line 1, delete 'The'. Substitute:

'If and as required by the Employer, the'.

#### **Work not in accordance with the Contract**

3.15.2 In the last two lines of clause 3.15.2, delete 'shall be referred to person appointed under the dispute resolution procedures of this Contract.' Substitute:

'may be referred to an Adjudicator appointed under clause 9.2 (**Adjudication**) whose decision shall be final and not subject to review by the court or any arbitrator save in respect of any irregularity or alleged irregularity in the appointment of the Adjudicator or in the conduct of the Adjudication.'

#### **Instructions as to removal of work etc.**

3.16.1 In lines 1 and 2, after 'removal from the site', insert 'or rectification'.

#### **CDM Regulations**

3.18.1 Add at the end of clause 3.18.1:

'The Contractor shall promptly on the written request of the Principal Designer provide, and shall ensure that any sub-contractor, through the Contractor, provides, to the Principal Designer (or, if the Contractor is not the Principal Contractor, to the Principal Contractor) such information Principal Designer reasonably requires for the preparation of the health and safety file.'

#### **Payment for goods on Site – passing of property**

4.9.1.2 Add before the semi-colon at the end:

'and provided the Contractor has supplied to the Architect/the Contract Administrator reasonable evidence that property in such materials and goods will pass to the Employer after the value of such materials and goods included in an Interim Certificate has been discharged by the Employer, pursuant to clause 2.17'.

#### **Contractor's Payment Applications and Payment Notices**

4.11.1 In line 1, delete 'may' and insert 'shall'.

4.11.2.2 In line 2, after 'Payment notice to' insert 'the Employer, with a copy to'.

#### **Interim payments – final date and amount**

4.12.1 Delete '14 days'. Substitute '31 days'.

4.12.5 Delete the last sentence and substitute:

'Where a Pay Less Notice is given, the sum to be paid by the Employer on or before the final date for payment shall be the sum stated as due in the notice.'

**Pay Less Notices and general provisions**

4.13.3 Delete and substitute:

'The Employer shall be under no fiduciary obligation with regard to the percentage of the total value not included in the amounts of the interim payments to be certified under clauses 4.8.2 (**Retention**); and any right of the Employer to deduct or to set off any amount (whether arising under any express term or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies consist of or include any Retention.'

**Loss and expense: Relevant Matters**

4.17.2.1 Add after '3.12'

'(excluding any such instruction which is in response to or connection with Coronavirus and/or Coronavirus Measures)'

4.17.4 Add at the end of clause

'For the avoidance of doubt the Parties acknowledge that an act or omission which is in response to or connection with Coronavirus and/or Coronavirus Measures will not amount to impediment, prevention or default under this clause 4.17.4.'

4.17A Add as clause 4.17A:

'Notwithstanding any other provision, the Contractor shall not become entitled to the addition of any amount to the Contract Sum nor to any other financial adjustment under clause 4.15 in respect of any cost, loss or expense incurred by reason of any error, omission, negligence or default of the Contractor or of any sub-contractor or supplier or of any of his or their employees or agents.'

**Contractor's liability – personal injury or death**

6.1 In line 3, after 'Works', insert:

'or in the performance of the Contractor's obligations under clause 2.30 (Defects rectification)'.

**Contractor's liability – injury or damage to property**

6.2 In line 4, after 'Works', insert:

'or in the performance of the Contractor's obligations under clause 2.30 (Defects rectification)'.

### **Government Policy of Non-Insurance**

Delete 6.7 and substitute:

"In the event of any physical loss or damage being caused which would be covered by a policy of All Risks Insurance, the Contractor shall with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works. The Employer shall pay the Contractor the reasonable and properly incurred costs of the restoration, replacement or repair of such loss or damage and the removal and disposal of debris and such amounts shall be paid to the Contractor under certificates of the Architect/Contract Administrator."

### **Joint Names Policy**

6.8 In the definition of Joint Names Policy, after 'Contractor', insert:

'and any one or more third persons specified in writing by the Employer to the Contractor, being persons having or acquiring an interest in or mortgage or charge over the Site or the Works'.

### **Preservation of All Risks Insurance**

6.9A Add as clause 6.9A:

'The Employer and the Contractor shall each comply with the terms and conditions of the Works Insurance Policy to be complied with on its part, and neither the Employer nor the Contractor shall by any act or neglect cause such insurance to be void or voidable or entitle the insurer to refuse any claim (in whole or in part) in respect of any risk or amount for which such policy is expressed to provide indemnity.'

### **Loss or damage to Existing Structures – right of termination**

6.14 In line 2 delete 'either Party'. Substitute 'the Employer'.

In line 3 delete 'given to the other'

6.14.1 Delete 'the Party to whom it is given'. Substitute 'the Contractor'.

### **Assignment**

7.1 Delete clause 7 and substitute:

7.1 The Employer's rights under this Contract may be assigned:

- (a) as security to any Mortgagee (and such rights may be re-assigned on redemption);
- (b) by absolute assignment to any Group Company;
- (c) by absolute assignment on two other occasions only.

7.2 The Contractor may not assign or charge the benefit of this Contract or any right arising under it without the written consent of the Employer.

### **Collateral Warranties**

Delete clauses 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8

### **Termination – default by Contractor**

8.4.1.3 In line 2, after 'remove', insert 'or rectify'.

### **Termination – assignment by Contractor**

8.4.1.4 Delete '7.1' and substitute '7.2'.

### **Termination – insolvency of Contractor**

8.5.1 Delete. Substitute:

'If the Contractor is or becomes Insolvent, the Contractor shall so notify the Employer forthwith and either Party may at any time by notice to the other, terminate the Contractor's employment under this Contract.'

8.5.3 In line 1, delete 'the Employer'. Substitute:

'either Party'.

### **Termination – Contractor to vacate Site**

8.6A Add as clause 8.6A:

'Upon the termination of the Contractor's employment under this Contract (and any purported termination by notice given by the Employer) the Contractor shall forthwith vacate the Site.'

### **Consequences of termination**

8.7.4 Add at the end of clause 8.7.4:

'provided that if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of this clause 8.7.4 the Employer shall be deemed to have paid the same

amount to procure the completion of the outstanding Works under clause 8.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract.'

### **Payments on account**

8.8A Add as clause 8.8A:

'If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6 the following provisions shall apply:

- .1 At any time before service of the Employer's Statement under clause 8.7.4 or 8.8, the Employer may serve on the Contractor a particularised forecast of the amount of the debt for which the Contractor will become liable under clause 8.7.5 or 8.8.2, or if it is not practicable to forecast the full amount of such debt, the Employer may forecast an amount below which such debt could not fall in any foreseeable circumstances, and in either case the Employer may thereafter from time to time serve a revised forecast whenever it is practicable to make such revised forecast.
- .2 The Contractor may agree any forecast provided under clause 8.8A.1 or may propose any lesser forecast and in that case the amount agreed or proposed shall be payable by the Contractor to the Employer as an on-account payment in respect of the Contractor's liability under clauses 8.7.5 or 8.8.2.
- .3 Any Employer's forecast under clause 8.8A.1 if not agreed, may be referred for determination by an expert (Expert) under clauses 8.8A.4–8.8A.9.
- .4 The Expert, if not agreed between the Parties, may be appointed on the application of either Party by the nominating body specified for the purposes of clause 9.2.1 in Part 1 of the Contract Particulars, but the Expert shall act as an Expert and not as an arbitrator, nor as an adjudicator.
- .5 In respect of any Employer's forecast, the Expert may order the Contractor to make an on-account payment to the Employer of such amount (if any) as he sees fit and in respect of any Employer's revised forecast (or in respect of any application to him made by the Contractor) may order the payment of such further amount (or may order the repayment of all or any part of any previous on-account payment) as he sees fit.
- .6 The Parties shall provide to the Expert and to each other such information and documentation as is in their possession or command and as the Expert requires, to enable him to determine any matter referred to him for decision (other than any information or documentation that would enjoy privilege from disclosure in legal proceedings).
- .7 The Parties are jointly and severally liable to the Expert for his fees and expenses, provided that, as between the Parties, the Expert may make such order or orders as he sees fit as to liability for any costs in and of the expert determination.



- .8 In the absence of fraud, the Expert shall have no liability to either Party for any act or omission in connection with the discharge of his functions as Expert.
- .9 The Parties shall be bound by and shall comply with any order or direction of the Expert until the discharge of the Contractor's liability to the Employer (or of the Employer's liability to the Contractor) under clause 8.7.5 or 8.8.2, provided that any orders of the Expert as to the costs in and of the expert determination shall be final. Any on-account payments or repayments made pursuant to this clause 8.8A shall be taken into account in the determination of the amount of any debt due by either Party to the other, pursuant to clause 8.7.5 or 8.8.2.'

#### **Termination by Contractor – Default by Employer**

8.9.1.1A Add as clause 8.9.1.1A:

'fails to comply with the decision of an adjudicator appointed under clause 9.2 requiring the Employer to pay any amount to the Contractor (except to the extent that the court has granted relief from enforcement of the adjudicator's decision, subject to the Employer's compliance with any condition attaching to such relief); or'.

#### **Insolvency of Employer**

8.10.1 In line 1, after 'notice to the Employer', insert:

'or the Employer may by notice to the Contractor'.

8.10.3 Add at the end of clause 8.10.3:

'and an extension of time for completion shall be given under clause 2.19 equal to the period of suspension'.

#### **Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations**

8.11.1.5 Delete ',' and add ';or'

8.11.1.6 Add as clause 8.11.1.6

'Coronavirus Measures.'

8.11.2 Delete everything after 'clause 8.11.1 in respect of' and insert:

.1 the matter referred to in clause 8.11.1.3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person; and/or

.2 any delay or suspension referred to in 8.11.1 where

- (i) such suspension was caused or materially contributed to by the Coronavirus, COVID-19, or variants thereof; and/or

- (ii) the Contractor was granted an extension of time pursuant to the Relevant Event at clause 2.26.15 in respect of such suspension or part thereof.'

### **Adjudication**

9.2 Add at the end of clause 9.2:

'Provided that:

- .3 the Adjudicator shall have power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to him; and
- .4 at the same time as he gives any decision, the Adjudicator shall give reasons for the decision in writing.'

### **Arbitration**

9.3–9.8 Delete clauses 9.3–9.8 inclusive.

### **Schedule 4 – Fluctuations**

9.2.1 Delete.

## **Part 2 – Additional Conditions**

### **A1. Contractor's Warranty**

The Contractor shall whenever required to do so by the Employer promptly execute and deliver a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the terms of the draft Contractor's warranty contained in Appendix 1.

### **A2. Sub-Contractors**

A2.1 In this clause A2 Specified Sub-Contractors means any sub-contractor or supplier of the Contractor for the following elements of the Works:

[Ground improvement works]

[Piling]

[Structural steel frame/roof structure]

[Pre-cast concrete floors/stairs]

[Profile metal cladding/roofing]

[Mechanical services]

[Electrical services]

[Fenestration]

[Curtain walling]

[Raised Access Floors]

[Lifts]

[•]

[•]

A2.2 Each of the Specified Sub-Contractors shall be appointed by deed on terms to be approved by the Employer, and within 7 days after the appointment of a Specified Sub-Contractor the Contractor shall supply a complete certified copy of the sub-contract to the Employer.

A2.3 The Contractor shall ensure that each Specified Sub-Contractor, upon his appointment, executes and delivers a deed of warranty in favour of the Employer in the form of the draft contained in appendix 2, mutatis mutandis, with such modifications (if any) as the Contractor or sub-contractor shall propose and the Employer shall approve.

A2.4 Whenever the Employer from time to time requires, the Contractor shall ensure that each Specified Sub-Contractor executes and delivers a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the form of the draft contained in appendix 2, mutatis mutandis, with such modifications (if any) as the Contractor or sub-contractor shall propose and the Employer shall approve.

**A3. Site conditions**

- A3.1 The Employer gives no warranty or representation as to the condition of the Site or any adjoining property or any services in or under the site or as to the accuracy or sufficiency of any soils or survey data or other data contained in any document made available to the Contractor by the Employer, or as to any recommendations or conclusions made or reached in any such document.
- A3.2 Clause A3.1 shall not affect the application or interpretation of clause 2.12 of the Conditions (Contract Bills).

**A4. Project meetings**

From time to time on reasonable written notice the Architect/Contract Administrator may convene such periodic or ad hoc site meetings as are reasonably necessary for the conduct and management of any matters relating to the Works. Such meetings shall be attended by the Person-in-Charge and by such other representatives of the Contractor and/or its sub-contractors or suppliers as are appropriate in the circumstances, and may be attended by representatives of the Employer and/or any of the Employer's consultants.

**A5. Operations on site**

- A5.1 On or before the Date for the Commencement of the Works, the Contractor shall provide to the Architect/Contract Administrator a programme for the carrying out of the Works, and if and whenever there is any material delay to the Works, the Contractor shall provide to the Architect/Contract Administrator a revised programme for the carrying out of the Works.
- A5.2 The Contractor shall provide to the Architect/Contract Administrator if and as the Architect/Contract Administrator requests in writing, details of the Contractor's proposals for the means of access to the site during the construction period, vehicle parking facilities on site, loading and unloading areas for materials, site compounds, temporary warning and direction signs on adjacent highways and within the museum and any other similar information as to the Contractor's working arrangements. If necessary the Contractor shall amend such details to obtain the approval of the local planning authority or other relevant public authority having jurisdiction with respect to the Works.
- A5.3 The Contractor shall be wholly responsible for the design, adequacy, stability and safety of all temporary works required in and about the construction of the Works, save insofar as it is provided in any Contract Document that the design of any temporary works is to be provided by any member of the Employer's design team, in which case the Contractor shall not be responsible for the production or the adequacy of such design.
- A5.4 In and about the execution of the Works the Contractor shall maintain and not cause any interference to any support enjoyed by any adjoining land or any structures, other than any structures which are to be demolished as part of the Works.
- A5.5 The Contractor shall:
- (a) carry out the Works in such a manner as not to cause any trespass or actionable nuisance and as to cause as little noise, interference, inconvenience or disturbance to

the public or to the owners and occupiers of adjoining property as is reasonably practicable; and

- (b) make good or meet the cost of making good of all damage caused to roads, footpaths and property adjoining the site and to any services, arising from the carrying out of the Works.

A5.6 The Contractor shall permit and facilitate the execution of work on the Site not forming part of the Works by the Other Contractors or as may be required by the Employer having regard to the progress of the Works and the Contractor shall provide access to the Site and the use of thoroughfares, service ways and drainage to such persons. The Contractor shall fully and actively cooperate with all such persons and shall coordinate his work with them. The Contractor shall comply with all instructions issued by the Architect/Contract Administrator in respect of coordination of all work on site. The Contractor shall where necessary or where directed by the Employer arrange and/or attend meetings with the Other Contractors on the Site and shall ensure that no interruption, delay, impediment or interference is caused by or to such Other Contractors in or by the execution of the Works.

A5.7 If in the Contractor's opinion any works or proposed works by the Other Contractors are likely to delay the progress of the Works under this Contract the Contractor will so notify the Employer as soon as such delay becomes reasonably apparent.

A5.8 The Contractor shall not be entitled to any extension of time and/or loss and expense arising from any delay caused by any Other Contractors to the extent that such delay and/or loss and expense is caused or contributed to by the Contractor's breach of this clause A5.8.

#### **A6. As-built data**

A6.1 At or before practical completion of the Works or any Section, the Contractor shall without charge provide to the Architect/Contract Administrator such draft as-built or final issue drawings, specifications and other details (in 3 copies) and draft service manuals (in 3 copies) as are specified in the Contract Documents, containing sufficient information to enable the Works to be properly maintained and operated.

A6.2 Within 4 weeks after practical completion of the whole of the Works, the Contractor shall without charge provide to the Architect/Contract Administrator 3 copies of all such as-built or final issue drawings, specifications and other details and service manuals as are specified in the Contract Documents.

#### **A7. Confidentiality**

A7.1 Save with the Employer's prior written approval or as is reasonably necessary to enable the Contractor to perform its obligations under this Contract, the Contractor shall treat all information relating to this Contract and/or the Works as confidential.

A7.2 The Contractor may not without the prior written approval of the Employer use or authorise the use of any photograph or drawing or other depiction of the Works or any part of the Works for publicity purposes or in any annual report or accounts or otherwise for any purpose other than in connection with the performance of the Contractor's obligations under this Contract.

A7.3 The Contractor shall ensure that any sub-contract and any appointment of a consultant entered into by the Contractor for the purposes of the Works contains the provisions in clauses 1 and 4 (mutatis mutandis) of these Additional Conditions and shall take all reasonable steps to ensure that such provisions are enforced.

**A8. Set-off**

Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.

**A9. Interpretation**

In the case of any inconsistency between the Schedule of Amendments and Additional Conditions and any other term of this Contract the between the Schedule of Amendments and Additional Conditions shall prevail. In the case of any inconsistency between the Conditions and any other term of this Contract (except between the Schedule of Amendments and Additional Conditions) the Conditions shall prevail.