

SPECIFICATION OF WORKS

London Aquatics Centre Queen Elizabeth Olympic Park London E20 2ZQ

Replacement and extension of the existing access control system

Prepared on behalf of
London Legacy Development Corporation
Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ

Job No: 30385

Date: August 2018

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SPECIFICATION REVISION SCHEDULE

London Aquatics Centre Queen Elizabeth Olympic Park London E20 2ZQ

Prepared on behalf of
London Legacy Development Corporation
Level 10
1 Stratford Place
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For and on behalf of Baily Garner LLP

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| Revision | Issue Date | Reason for Issue |
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| 1.0 | 13 July 2018 | Client Review |
| 2.0 | 17 August 2018 | Client Review |
| 3.0 | 4 th September 2018 | For Tender |

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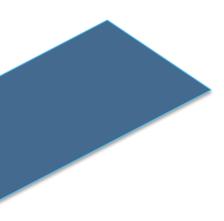
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00-05-10 Project Definition

101 Project description

- Project reference: BG30385
- Project title: London Aquatics Centre
- Project description: Replacement and extension of the existing access control system to the internal doors.

Design information

165 Drawings

- **Details**: Tender Drawings
- Reference:

AQL-SKE - Door Numbers Location Plan - 001 AQL-SKE - Door Numbers Location Plan - 002

- **Format**: Electronic.
- **Provision**: To be provided, subject to signing Supplier Confidentiality Agreement during the tender stage.
- Contract drawings:
 - Generally: Same as the tender drawings.

170 Preconstruction information

• **Scope**: 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.

- As built information:
 - Reference:

LC403-AQC-ARE-HS-OAM-0059 - O&M Manual for Painting and Decorating LC403-AQC-ARE-HS-OAM-0130 - O&M Manual for Doors and Ironmongery LC403-AQC-ARE-HS-OAM-0138 - O&M Manual for Ceilings LC403-AQC-ARE-HS-OAM-0141 - O&M Manual for Walls, Partitions and Linings

 Provision: To be provided, subject to signing Supplier Confidentiality Agreement during the tender stage.

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, paving 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. The provision of all Health and Safety facilities and all Fire Safety precautions, services, equipment, signage, facilities, marshals 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 an item excludes removal and disposing of associated pipework, wiring, ductwork or other services.
 - 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

120 Client

• Name: London Legacy Development Corporation

• Address: Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ

Contact: Louise JefferyTelephone: 020 3288 1800

• Email address: LouiseJeffery@londonlegacy.co.uk

150 Facilities Manager

Name: To be provided.Address: To be provided.

• Contact: To be provided.

• **Telephone**: To be provided.

• Email address: To be provided.

160 Project Manager

• Name: Baily Garner LLP

Address: 146-148 Eltham Hill, Eltham, London SE9 5DY

• Contact: June Park

• **Telephone**: 020 8294 1000

• Email address: June.Park@bailygarner.co.uk

Statutory roles

205 Principal Designer

Name: Baily Garner LLP

• Address: 146-148 Eltham Hill, Eltham, London SE9 5DY

Contact: Tracy CarpenterTelephone: 020 8294 1000

• Email address: healthandsafety@bailygarner.co.uk

210 Principal Contractor

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

270 Electrical services engineer

• Name: Baily Garner LLP

Address: 146-148 Eltham Hill, London, SE9 5DY

Contact: Benjamin OfforTelephone: 020 8294 1000

• Email address: Benjamin.Offor @bailygarner.co.uk

00-05-70 Project Location

110 Project location

• Details: London Aquatics Centre, Queen Elizabeth Olympic Park, London E20 2ZQ.

150 Surrounding land and building uses

• Surrounding land uses or activities: Various public leisure facilities.

170 Access

Details: Upon award of the contract, the Contractor will be issued with access cards for
necessary access to the areas to undertake the works. The Contractor will be
responsible to maintain security of the areas where access is provided and the access
cards. All access cards must be returned upon completion of the works. The Contractor
is to liaise with the Client by giving at least 48 hours' notice to obtain access to the site
throughout the tender and the contract periods.

00-10-70 Works Contract Content

120 The Works

• **Details**: Replacement and extension of the existing access control system to the internal doors.

00-20-70 Works contract

NEC3 Engineering and construction short contract

- The Conditions of Contract: The core clauses, conditions and secondary Options indicated, for the NEC3 Engineering and Construction Short Contract (April 2013).
- Housing Grants Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Regeneration and Construction Act 2011): Applies.
- Requirement: Allow for the obligations, liabilities and services described.

Contract data

The Employer

• The Employer: London Legacy Development Corporation.

The Works

 The Works: Replacement and extension of the existing access control system to the internal doors.

The Site

The site: London Aquatics Centre, Queen Elizabeth Olympic Park, London E20 2ZQ

Starting date

• Starting date: To be agreed, anticipated November 2018.

Completion date

• **Completion date**: To be agreed, anticipated 7 weeks from the commencement date.

Period for reply

Period for reply: 2 weeks.

Defects date

Defects date: 12 months from the completion and handover

Defects correction period

• Defects Correction Period: 2 weeks.

Delay damages

• **Delay damages**: £1,000/day, based on phased working.

Assessment day

• **Assessment day**: 4 weeks from the commencement date, the recurring dates thereafter, and the Completion Date.

Retention

Retention: 0%.

Adjudicator

• The Adjudicator:

Name: To be agreed.
Address: To be agreed.
Telephone: To be agreed.
Email address: To be agreed.

Interest on late payment

• Interest due: On late payment per complete week of delay.

• Amount: 2%.

Limitation of liability

• **Limit of Contractor's liability**: For loss of or damage to the Employer's property for any one event.

• **Amount**: £5,000,000.00.

Insurance

• **Employer provided insurance**: For the existing structure, London Aquatic Centre, and the associated areas, including those not being worked on by the Contractor, in the joint names of the Employer and the Contractor.

Insurance cover

- Cover for the third insurance stated in the Insurance Table:
 - **Amount (minimum)**: £5,000,000.00.
- Cover for the fourth insurance stated in the Insurance Table:
 - **Amount (minimum)**: £5,000,000.00.

Adjudicator nominating body

• Adjudicator nominating body: The President or Vice President or other duly authorised officer of the London Court of International Arbitration

Tribunal

• The tribunal: The courts of England and Wales

Arbitration

• Arbitration procedure: Does not apply.

Price list

Price list

- Pricing the Works: By Schedules of Work.
- **Basis for valuation of variations**: At the discretion of the Project Manager's reasonable assessment.

Works information

Description of the Works (1)

- **The Works comprise**: Replacement and extension of the existing access control system to the internal doors.
- Contractor designed work:
 - **Employer's requirements**: In accordance with Tender Document.
 - Contractor's proposals: Full DWG drawing proposals and associated details for the Project Manager to review in accordance with the requirements of the tender document.

Drawings (2)

Drawings applicable to this contract: Tender drawings.

Specifications (3)

- The Specification documents: Schedules of Work and referenced documents
- **Preconstruction information**: To be provided upon request during the tender period.

Constraints on how the Contractor provides the Works (4)

- Construction hazards: Refer to Pre-Construction Information.
- Material hazard: Refer to Pre-Construction Information.
- Considerate Constructors Scheme: Not applicable.

Requirements for the programme (5)

• **Programme**: Required.

Services and other things provided by the Employer (6)

- Employer provided:
 - Facilities: Access to publically available cafes and toilet facilities.
 - Parking: Up to 2 no. vehicular access and parking facility can be provided on site subject to provision of vehicle details and 24 hours' notice, and additional provision may be provided at the Park HQ, if necessary.
- Date supplied: In accordance with the timescales detailed within the Contract Data.

Site information

Site information

- **Information**: To be provided upon request during the tender period.
- Publicly available information: No.

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.

120 Preliminary Enquiry

• **Details**: Project overview.

130 Tenders to be invited

• Number of tenders to be invited (maximum): Unknown.

150 Tender Programme

- **Details**: As per the Contract data.
- **Key dates**: Last date for queries: As detailed in the ITT document.

160 The Invitation to Tender

- Form: Covering letter
- Location of Tender documents: Contracts Finder

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 Project Definition section.

180 Tender queries

Notification requirements: Give notice in writing to the Issuing Authority or the
Architect (with a copy to the Quantity Surveyor) as soon as possible and not less than 5
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. Prices to clarify inclusion/exclusion of VAT.

• 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**: The Contractor is to liaise with the Client by giving at least 48 hours' notice to obtain access to the site throughout the tender and the contract periods.

230 Return of Tender

- Return of Tender:
 - Destination: In accordance with Contracts Finder requirements.
 - Time and date: As stipulated in the Instruction to Tenderers.
 - Format: Electronic.
 - Special procedures: In accordance with Contracts Finder rules and requirements.
- **Documents to be returned with the Tender**: The contractor is to return a fully priced copy of the tender documentation and a compliant Form of Tender, no later than the date identified above.
- **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: 1
 - Assessment criteria: JCT Tendering Practice Note 2016
 - Assessment model details: Alternative 1 (stand by price or withdraw)
- Alternative Tenders:
 - Submission: Permitted in conjunction with compliant tender.
 - Basis: Time based alternatives.

320 Error resolution

- **Arithmetical errors**: Tender price will prevail. An opportunity will be given to confirm the Tender or withdraw.
- **Technical errors**: The Tender is deemed to meet or exceed the requirements of the Tender documents. Amendment of the Tender to reflect this will not constitute a variation and no claim for additional costs will be accepted.
- Corrections: An endorsement will be added to the priced documents indicating that
 rates or prices (excluding preliminaries, contingencies, Prime cost and Provisional sums)
 inserted therein will be adjusted in the same proportion as the corrected total differs from
 that stated incorrectly.

340 Post-Tender negotiations

• **Negotiations**: May be required.

• **Details**: To be notified following the date for tender return.

410 Notification to Tenderers

• Notification method: By way of formal letter.

00-40-70 Works Contract Establishment

ACCESS

110 Access to the site

- Details: The Contractor is to access the site via the back of house areas throughout the duration of the Works. Access arrangements to be arranged by liaison with the Client and the facility manager.
- **Limitations**: Work on the site is to be arranged outside of times of events held. Event schedule to be provided during and after the tender stage, as required and updated.

120 Use of the site

- **General**: Do not use the site for any purpose other than carrying out the contract work.
- **Limitations**: Work on the site is to be arranged outside of times of events held.

145 Traffic and vehicles

• **Limitations**: Up to 2 no. vehicular access and parking facility can be provided on site subject to provision of vehicle details and 24 hours' notice, and additional provision may be provided at PQH, if necessary. The Works on the site is to be arranged outside of times of events held, and by pre-arrangement with the Client and facility manager.

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

- **Position**: Submit proposed details of intended siting.
- **Maintenance**: Alter, adapt and move as necessary. Remove when no longer required and make good.

GENERAL INFORMATION

180 Site Waste Management Plan

- **Development**: The person responsible for developing the plan will be the Contractor.
- Content:

Identity of proposed Principal Contractor.

Location of the site.

Description of the project.

Estimated project cost.

Types and quantities of waste that will be generated.

Resource management options for these wastes including proposals for minimization, reuse and/or recycling.

The use of appropriate and licensed waste management contractors.

Record keeping procedures.

Waste auditing protocols.

• **Submittal date**: With pre-construction stage Health and Safety plan.

190 Environmental policy

- Employer's Environmental Policy:
 - Availability: To be held on site.
 - **Evidence of compliance**: Evidence of compliance: BS EN ISO 14001.
- Project Environmental Management System:
 - **General**: Develop a system compatible with the Employer's policy.
 - Format: Develop a system compatible with the Employer's policy

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).
- Level of accreditation: Gold.
- **Submittal date**: With pre-construction stage Health and Safety plan.

PROGRAMME

250 Programme

- **Master programme**: Submit an approved form a master programme for the Works before and during the Works, and upon request.
- Include:
 - Stages: Work stages or elements of the construction as appropriate for the Works.
 - Information: Design, production information and proposals provided by the Contractor, subcontractors or suppliers, including inspection and checking.
- Dates: Earliest start and finish dates for each activity and identification of critical activities.
- **Planning**: Planning and mobilization by the Contractor.
- **Engineering services**: Running in, adjustment, commissioning and testing of engineering services and installations.
- **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 which is not well defined: where and to the extent that the programme implications for this work are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.

• Format: Electronic.

• Submittal date: At the first pre-commencement meeting.

280 Commencement of work

 Notice: Before the proposed date for commencement of work on site give minimum notice of 1 month.

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.
- 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 pre-construction stage Health and Safety plan.

320 Outline Construction Phase Health and Safety Plan

 The Contactor is to submit a site and works specific 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: A minimum of 2 weeks prior to the date of commencement.

330 Health and safety hazards

- **Hazards**: Refer to pre-construction information.
- **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**: Queen Elizabeth Olympic Park is a fully operational site of mixed use (parkland, recreational, residential, commercial etc.) therefore the Contractor is to be aware of the Health and Safety risks posed by such a site and exercise due care and consideration.

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:
- 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**: All management and staff as dictated within Section 3 General Conditions.

TEMPORARY ACCOMMODATION

430 Temporary accommodation – Contract minimum requirement

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

460 Temporary accommodation made available

 Accommodation made available by the Employer: The following may be used for the duration of the Contract without charge provided that:

It is used solely for the purposes of carrying out the Works.

The use to which it is put does not involve undue risk of damage.

Temporary adaptations are approved by or on behalf of the Employer before being carried out.

It is vacated on completion of the Works or determination of the Contract.

When vacated, its condition is at least equivalent to its condition at the start of the Contract

- **Details**: Publically available cafes and toilet facilities.
- Provider: Employer.
- Available services and facilities: The Contractor must ensure no dirt is tracked into
 internal areas and all facilities are to be maintained in a clean and tidy condition. Any
 non-compliance will result in the removal of Employer provided facilities and provision of
 new facilities at Contractor's expense.

480 Parking

- **Requirement**: Provide and maintain exclusively for use by Employer/ Purchaser and their representatives and consultants.
- Details: The Contractor will be permitted reasonable use of the London Aquatic Centre
 car park throughout the duration of work following advance agreement and arrangement
 with the Employer. Reasonable access to and use of the secured Park HQ can be
 provided upon request.

TEMPORARY SERVICES

500 Temporary Services – contract minimum requirement

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

510 Water

- **Supply**: The Employer's mains may be used for the Works as follows:
- **Metering**: Free of charge.
- **Source**: London Aquatic Centre.
- **Point of supply**: To be enquired and determined on site by the Contractor for their proposed use.
- Conditions and restrictions: Use only for the work and reasonable terms of use apply.
- **Continuity**: No liability will be accepted for the consequences of failure or restriction in supply.

540 Lighting and power

- **Supply**: Electric power from the Employer's mains may be used for the Works as follows:
- **Metering**: Free of charge.
- Point of supply: To be enquired and determined on site by the Contractor for their proposed use.
- Anticipated voltage and capacity: To be enquired and determined on site by the Contractor for their proposed use.
- Conditions and restrictions: Use only for the work and reasonable terms of use apply.
- **Continuity**: No liability will be accepted for the consequences of failure or restriction in supply.

550 Telephones

- **Temporary on site telephone**: Provide as soon as practicable after the start on site for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer.
- **Responses**: Make arrangements (e.g. call diverts) to ensure that incoming calls are answered promptly.
- **Employer's call charges**: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

580 E-mail and internet facility

- General: As soon as practicable after the start on site provide a suitable e-mail facility
 on site, with a separate dedicated connection, for the use of the Contractor,
 Subcontractors and those acting on behalf of the Employer.
- **Use on behalf of Employer**: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

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.

840 Personal protective equipment

- **General**: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified, the following:
- 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.

00-50-70 Works Contract Management

GENERALLY

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.
- **Replacement of supervisory personnel**: Give maximum possible notice before changing supervisory personnel.

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: 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: Every 2 weeks.
- Venue: On site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Employer, Premises Management, Contractor and Project Manager.
- Chairperson: Project Manager.
 - Duties: The Chairperson will send invitations, receive apologies, distribute agendas, take and distribute minutes via the Employer's Conject portal system.

190 Photographs

- Frequency of intervals: Daily to record work progress.
- Image format: JPEG.
- Other requirements: Photographs are not to capture images of venue staff and users.

OPERATION

200 Employer's representatives inspections

- Access: Provide at reasonable times.
- **Inspections**: Agree dates and times 24 hours 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.
- **Provide**: Protective clothing and/ or equipment site for the Employer, the Employer's representatives and other visitors to 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.

240 Service runs

- **General**: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut in situ.
- **Coordination with other works**: Submit details of locations, types and methods of fixing of services to fabric and identification of runs and fittings.

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.

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.
- **Details**: The site will be active at all times throughout the contract period, and the Contractor is to be vigilant at all times to ensure provision of suitable segregation between works areas and the building users.

- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- **Overtime**: No claims for overtime will be accepted, contractor to include for all overtime for out of hours working within their tender submission.

310 Occupier's rules and regulations

Occupier's rules and regulations: Comply.

320 Mobile telephones and portable electronic equipment

• **Restriction**: The use of mobile telephones and electronic equipment is restricted to within the Contractor's accommodation and welfare areas provided by the Client.

330 Working precautions and restrictions

- Hazardous areas:
 - Description: As per Pre-Construction information.
 - Precautions: Proportionate to risk.
- Permit to work:
 - Area: All areas.
 - Procedures: Operatives to sign in and out of internal areas, procedures are to be established to ensure all areas remain secure throughout the duration of work.
 Access to working areas is to be pre-agreed with the Employer and the facility manager.

340 Livery

- Requirements:
 - Operatives: Liveried hi-visibility clothing and badge identification.
 - Vehicles: Required.

PROTECTION FROM

390 Noise and vibration

- **Noise control**: In accordance with BS: Code of practice for noise and vibration control on construction and open sites. Noise, and HSE L108 Controlling Noise at Work.
- Noise levels from the Works: Noisy work is defined as work activities which exceed 80db.
- **Measurement area**: At any point within the London Aquatic Centre and its associated site boundary, including car park and pedestrian areas.
- **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.

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.

440 Asbestos containing materials

 Requirement: Report immediately suspected materials discovered during execution of the Works. Do not disturb and agree methods for safe removal or encapsulation.

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.

530 Laser equipment

- **Construction laser equipment**: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

540 Powder actuated fixing systems

• Use: Not permitted.

PROTECTION OF

580 Existing services

- **Confirmation**: Notify service authorities, statutory undertakers and/ or adjacent owners of proposed work not less than 1 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. Reinstate in original positions.

680 Especially valuable or vulnerable items

- Protection: Ensure provision and maintenance of special protective measures to prevent damage.
- Method statement: Submit within 1 week of request describing special protection to be provided.

METHOD AND SEQUENCE

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.

780 Use or disposal of materials

• **Specific limitations**: The contractor is to ensure all surplus materials are removed from site in a timely manner, and the clearance of all skips and the like are phased in accordance with the works item being carried out and spoil associated with such tasks.

790 Working hours

• **Specific limitations**: Works not to be undertaken during the event days, which are to be later confirmed.

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 or European 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: Contractor to mark up 'Construction Stage' drawings with as built changes (if any) for the Architect to finalise as Record drawings.
 - Drawings format: DWG and PDF.
- Record specification:
 - Specification format: NBS.
 - Submittal date: 1 week prior to Completion and handover.

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

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.

410 Setting out records

 Record drawings: Include details of grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the Contract and at completion and handover, and upload to Conject.

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.

460 Electrical installation certificate

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

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.

QUALITY CONTROL

540 Proposals for rectification of non-compliant products and executions

- **Non-compliant items**: Submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
 - Opening up, inspection, testing, making good, adjustment of the Contract
 Sum, or removal and re-execution: Submit proposals.
 - Submittal date: As 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.

DAYWORK

600 Daywork

 Labour, plant and materials definitions: As described in 'Definition of Prime Cost of Daywork carried out under a Building Contract' published by the RICS and the Construction Confederation.

630 Daywork vouchers

- **Notice**: Give reasonable notice to person countersigning daywork vouchers before starting work to be recorded.
- Information requirements:
 - Details: Include a full description of the work undertaken time spent on individual tasks.
 - Reference: To the instruction under which the work is authorized.
 - Signature: Sign by Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.
 - Submittal date: No later than the end of week in which the work has been completed.

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 from LLDC 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. A
 design framework for building services 4th edition 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.

150 Rules of measurement

• **Method of measurement**: RICS New Rules of Measurement: Detailed measurement for building works. NRM 2 1st Edition.

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.

DOCUMENTS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

290 Standard Price Book

- Basis for valuation: A standard price book will be used.
- The book: SPONS Architects and Builders Price Book.
- Date of publication: 2018.
- Include:
 - Price adjustment: As defined.

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: As defined prior to commencement, during the contract period should any programme alterations arise, prior to each progress meeting and on request of the Project Manager.

380 Method statements

- **Method statements**: Prepare describing how and when the following procedures are to be carried out.
- **Procedures**: As required by CDM Regulation 2016 and to the satisfaction of the Principal Designer.
- Submittal date: Within 1 week of request.

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: Within 1 week of request.

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 1 week of request.

INFORMATION

730 Notification of compensation event

• **Content**: Notwithstanding the Contractor's obligations under the Contract written notice must also be given of other causes which apply concurrently.

740 Quotations for proposed instructions or compensation events

- 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.

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.

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): 1 day 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 1 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.

900 Commissioning programme

- Submittal date: 1 week (minimum) before commissioning commences.
- **Format**: Electronic.
- Commissioning manager: The Principal Contractor.

910 Performance testing programme

- Submittal date: 1 week (minimum) before performance testing commences.
- Format: Electronic.
- **Commissioning manager**: The Principal Contractor.

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.

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): 2 weeks.

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: The Employer.
- Completion: Give notice when remedial works have been completed.

INFORMATION

240 The Building Manual

- Responsibility for production: The Principal Contractor.
- **General**: Obtain and provide comprehensive information for owners and users of the completed Works. Include 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.

- Format: Electronic and hard copy.
- Number of copies: 2 copies.
- **Delivery to**: The Principal Designer.
- Latest date for submission: 2 weeks before the date for completion stated in the contract.

310 Content of the Building Manual

- **General**: Details of the property, the parties, fire safety strategy, operational requirements and constraints of a general nature.
- **Building fabric**: Design criteria, maintenance details, product details, and environmental and trafficking conditions.
- **Building services**: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
- **Documentation**: Guarantees, warranties, maintenance agreements, test certificates and reports.

320 Presentation of Building Manual

- Format: Electronic and hard copy. Hard copy to be in 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.
- **Level of training**: As required for full and expert operation of system.
- Time Allowance (minimum): 2 days.

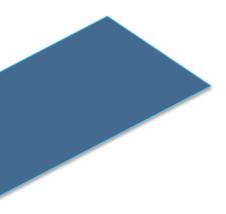
400 Schedule for spare parts

- 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.
- Content: Include in the priced schedule for:
 - Manufacturers' current prices, including packaging and delivery to site. Checking receipts, marking and numbering in accordance with the schedule of spare parts.
 - Referencing to the plant and equipment list in Part 3 of the Building Manual. Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: With Operation and Maintenance manual.

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: 2 complete sets.
- Consumables: Supply a complete list of all consumables necessary for the operation.
- Submittal date: At completion.

SECTION 2 MATERIALS AND WORKMANSHIP



25-85-60/150 Multicoat plaster system

System outline

25-85-60/150 Multicoat plaster system

• System performance:

25-85-60/210 Flatness;

25-85-60/212 Smoothness;

25-85-60/216 Angularity; and

25-85-60/220 Continuity of coats.

- System manufacturer: British Gypsum.
- Substrate preparation:

25-85-60/618 Removal and renewal of existing plaster; and 25-85-60/622 Removing defective existing plaster.

- First undercoat:
 - Material: 45-55-60/372 Gypsum plaster.
- Second undercoat:
 - Material: 45-55-60/372 Gypsum plaster.
- Final coat:
- **Beads**: Existing.
- Samples: Existing.
- **Execution**: 25-85-60/754 Junction of new plasterwork with existing.
- **System completion**: 25-85-60/895 Verification of performance

System performance

25-85-60/210 Flatness

- Requirement:
 - Standard: To BS EN 13914-2.
 - Class: To match the adjacent surfaces.

25-85-60/212 Smoothness

- Requirement:
 - Standard: To BS EN 13914-2.
 - Level of smoothness: To match the adjacent surfaces.

25-85-60/216 Angularity

- Requirement:
 - **Standard**: To BS EN 13914-2.
 - Limits of angularity: To match the adjacent surfaces.

25-85-60/220 Continuity of coats

• All coats: Continuous, without putlog holes and other breaks.

Products

45-55-60/372 Gypsum plaster

• Manufacturer: British Gypsum

Product reference: Gyproc EasiFill

• Standard: Manufacturer's standard.

• **Designation**: Manufacturer's standard.

• **Execution**: 45-55-60/715 Finish to plaster.

Execution

25-85-60/618 Removal and renewal of existing plaster

- Location and extent: Agree, at least on a provisional basis, before work commences.
- Extent: Minimise.
- Existing rainwater downpipes, brackets etc.: Remove from working area and set aside for reuse.
- Existing coatings and coverings: Remove to expose plaster.

25-85-60/622 Removing defective existing plaster

- **Plaster to be removed**: Detached, soft, friable, badly cracked, affected by efflorescence or otherwise damaged.
- Removing defective plaster:
 - **Finish**: Cut back to a square, sound edge.
 - Extent: Minimise.
- **Dust and loose material**: Remove from exposed substrates and edges.

25-85-60/754 Junction of new plasterwork with existing

• **New plasterwork**: Finish flush with original face of existing plasterwork to form a seamless junction.

45-55-60/715 Finish to plaster

- Finish: To match existing.
- Appearance:
 - Smooth finish:

Generally: A tight, matt, smooth surface with no hollows, abrupt changes of level or trowel marks. No crazing.

Standard of finish: To manufacturer's recommendations.

- Wood float finish: An even overall texture. Finish with a dry wood float as soon as wet sheen has disappeared.
- Textured and patterned finishes: Consistent and even. Carry out work on each surface as one continuous operation.

System completion

25-85-60/895 Verification of performance

- **Requirement**: Check completed system and provide assurance of compliance with specified performance.
- Submissions:
 - Format: Check completed system and provide assurance of compliance with specified performance.
 - **Timing**: Prior to undertaking the works.

35-05-50/150 Minor joinery system

System outline

35-05-50/150 Minor joinery system

- **System performance**: 35-05-50/290 Compliance with performance requirements.
- Perimeter and junction trims: Existing.
- **Skirtings**: Existing.
- Decorative trims: Existing.
- **Bedding**: Existing.
- Execution: 35-05-50/630 Fixing metal
- System completion: 35-05-50/890 Verification of performance

System performance

35-05-50/290 Compliance with performance requirements

• **Requirements**: Proof of compliance with specified performance.

Execution

35-05-50/610 Installation of isolated trims generally

- Straight runs: In one piece or in long lengths with as few joints as possible.
- Joints at angles: To match existing.
- Position and level: To match existing.

35-05-50/630 Fixing metal

- **General requirements**: 35-05-50/610 Installation of isolated trims generally.
- Support and fixing: To match existing.

System completion

35-05-50/890 Verification of performance

 Requirements: Check completed system and provide assurance of compliance with specified performance.

35-85-60/195 Water-borne paint system

System outline

35-85-60/195 Water-borne paint system

- System performance:
 - 35-85-60/230 Resistance to moisture of coating system; and 35-85-60/210 Design of coating system.
- System manufacturer: AkzoNobel.
- **Preparation**: To manufacturer's recommendations.
- Initial coats: To manufacturer's recommendations.
- Undercoats: To manufacturer's recommendations.
- **Finishing coats**: To manufacturer's recommendations.
- Execution:
 - 35-85-60/603 Handling and storage of coating materials;
 - 35-85-60/605 Surfaces not to be coated;
 - 35-85-60/607 Wet paint signs;
 - 35-85-60/620 Preparation for coating systems generally;
 - 35-85-60/623 Fixtures and fittings removal before applying coating systems;
 - 35-85-60/625 Application of coating systems around hardware;
 - 35-85-60/677 Previously painted plaster;
 - 35-85-60/685 Wall coverings and application of coating systems; and
 - 35-85-60/700 Applying coating generally.
- System completion:
 - 35-85-60/800 Information to be provided on completion; and
 - 35-85-60/895 Verification of performance.

System performance

35-85-60/210 Design of coating system

- **Design**: Complete the design of the system.
- Standard: In accordance with BS 6150.
- Requirement: Works to be undertaken as per the manufacturer's recommendations.
- **Compatibility**: Coating materials shall be compatible with each other and be appropriate for the particular surface of application and conditions of exposure, all in accordance with manufacturers' recommendations. They shall also be compatible with, and not inhibit the performance of, any preservative/ fire retardant or other pretreatment.
- **Proposals**: Submit technical information, calculations and manufacturers' literature.
- **Timing**: Before execution.

35-85-60/220 Fire performance of coating system

- Design:
 - Standard: To match the existing.

35-85-60/230 Resistance to moisture of coating system

- **Resistance to moisture penetration**: Conducive to requirements set by relevant Building Regulations.
- Control of surface and interstitial condensation: In accordance with BS 5250.
- Design of external walls to resist damage from interstitial condensation: In accordance with BS 5250.

Execution

35-85-60/603 Handling and storage of coating materials

- Coating materials: Deliver in sealed containers, labelled clearly with brand name, type
 of material and manufacturer's batch number.
- Materials from more than one batch: Store separately. Allocate to distinct parts or areas of the work.

35-85-60/605 Surfaces not to be coated

Surfaces to be cleaned but not coated: To match existing.

35-85-60/607 Wet paint signs

Requirement: Provide where necessary.

35-85-60/620 Preparation for coating systems generally

- Standard: In accordance with BS 6150.
- **Substrates**: Sufficiently dry in depth to suit coating.
- Suspected existing hazardous materials: Prepare risk assessments and method statements covering operations, disposal of waste, containment and reoccupation, and obtain approval before commencing work.
- Efflorescence salts: Remove.
- **Dirt, grease and oil**: Remove.
- Contamination of surfaces and substrates: Give notice.
- Surface irregularities: Remove.
- **Joints, cracks, holes and other depressions**: Fill flush with surface. Provide smooth finish.
- Dust, particles and residues from preparation: Remove and dispose of safely.
- Water-based stoppers and fillers: Apply before priming.
- Oil based stoppers and fillers: Apply after priming.
- Doors, opening windows and other moving parts: Ease, if necessary, before coating.

35-85-60/623 Fixtures and fittings removal before applying coating systems

- **Items to be removed**: As necessary to undertake the works.
- Replacement: Refurbish as necessary, refit when coating is dry.

35-85-60/625 Application of coating systems around hardware

• **Hinges**: Contractor's choice.

- Other hardware: Remove from surfaces to be coated before painting.
- Refurbishment: Remove old coating marks. Clean and polish.
- Replacement: Refit when coating is dry.

35-85-60/630 Previously coated surfaces generally

- **Preparation**: In accordance with BS 6150, clause 11.5.
- Contaminated or hazardous surfaces:
 - Coatings suspected of containing lead: Give notice.
 - Substrates suspected of containing asbestos: Give notice.
 - Significant rot, corrosion or other degradation of substrates: Give notice.
- Risk assessments and method statements for suspected existing hazardous materials: Submit. Obtain approval before commencing work.
- Removing coatings: Do not damage substrate and adjacent surfaces or adversely affect subsequent coatings.
- Loose, flaking or otherwise defective areas: Carefully remove to a firm edge.
- Alkali affected coatings: Completely remove.
- Retained coatings: Thoroughly clean to remove dirt, grease and contaminants. Provide key on gloss coated surfaces
- **Partly removed coatings**: Apply additional preparatory coats to restore original coating thicknesses, with flush surface a junctions.
- Completely stripped surfaces: Prepare as for uncoated surfaces.

35-85-60/677 Previously painted plaster

- **General requirements**: 35-85-60/630 Previously coated surfaces generally.
- Loose or otherwise defective material: Remove.
- Surface defects: Fill with plaster or other suitable filler and abrade to a smooth surface.

35-85-60/685 Wall coverings and application of coating systems

- Retained wall coverings: Check that they are in good condition and well adhered to substrate.
- Previously covered walls: Wash down to remove paper residues, adhesive and size.

35-85-60/700 Applying coating generally

- Application: In accordance with BS 6150, clause 9.
- **Environmental conditions**: Maintain suitable temperature, humidity and air quality during application and drying.
- **Surfaces**: Clean and dry at time of application.
- Thinning and intermixing of coatings: Not permitted unless recommended by manufacturer.
- Overpainting: Do not paint over intumescent strips or silicone mastics.
- Initial coats:
 - Thickness: To suit surface porosity.
 - Application: As soon as possible on same day as preparation is completed.

- **Finish**: Even, smooth and of uniform colour. Free from brush marks, sags, runs and other defects.
- Cutting in: Cut in neatly.
- **Doors, opening windows and other moving parts**: Ease before coating, and between coats.

System completion

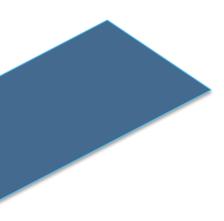
35-85-60/800 Information to be provided on completion

• Submittals: Operation and maintenance information and Product certification.

35-85-60/895 Verification of performance

• **Requirement**: Check completed system and provide assurance of compliance with specified performance.

SECTION 3 GENERAL CONDITIONS AND ACCESS PROVISIONS



Section 3: General Conditions

3.1 General

- 3.1.1 The works comprise of the replacement and extension of the existing access control system utilising the existing facilities and provisions wherever possible, in accordance with the Tender Drawings and Door and Finish Schedule.
- 3.1.2 The Contractor will be deemed to have included in the tender for redecorating all previously decorated surfaces and areas of new materials where making good and repairs to components have been necessary.

3.2 Costs Deemed to be Included

- 3.2.1 The Contractor is to include the following when pricing:
- 3.2.2 All means of safe height elevation for access to facilitate the works.
- 3.2.3 Removal of all fixtures and fittings in order to facilitate the works and re-fix upon completion, and any necessary temporary storage and labelling to ensure items are returned and fitted to the correct location.
- 3.2.4 All necessary making good and decoration works caused following the Works.
- 3.2.5 Regular cleaning of the working areas keeping the site free of dirt and debris caused by the Works and builder's cleaning upon completion of the Works.
- 3.2.6 All costs in conjunction with the Works, including but limited to materials, plant and labour.
- 3.2.7 Submission of site and works specific risk assessment and method statement as part of the tender submission.
- 3.2.8 All relevant safe working practices, necessary access equipment provision, etc. relevant to the proposed works, in order to carry out the Works in accordance with the Health and Safety at Work etc. Act 1974 and the Work at Height Regulations 2005.
- 3.2.9 Provisions for safeguarding, barriers and sign posting to protect the occupiers and the public from the Contractor's activities and operations. All safety signage must conform to the Health and Safety (Safety Signs and Signals) Regulations 1996 which involves the use of pictograms in four distinctive colours and shapes.

3.3 Schedule of Works and Pricing

- 3.3.1 The proposed works are to be undertaken in accordance with the Materials and Workmanship (Section 2) within this specification.
- 3.3.2 This section is to be read in conjunction with the Preliminaries (Section 1), Material and Workmanship (Section 2), Schedule of Works (Section 4) and Electrical Performance Specifications

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(Section 5) of the Specification of Works, including any appendices thereto. Any discrepancies shall be reported to the Project Manager as soon as possible after discovery.

- 3.3.3 The Contractor is to price the Works assume that the building where Works are to be undertaken and the adjacent sites will remain fully in occupation and operation for the duration of the Works.
- 3.3.4 Access to the building is to remain unhindered for the duration of Works. Include for all necessary dustsheets, temporary protection, moving and reinstatement of all services, fittings, etc. as necessary, leaving all areas free of debris and functional at the end of each day.
- 3.3.5 The tenderers are to check all dimensions prior to ordering any materials, parts, etc. Any installation / fixing must in accordance with manufacturer's instructions and relevant BS Codes of Practice.
- 3.3.6 The cost against each item within the Specification of Work is to include all associated cost for labour, plant, materials, overheads, profit, etc. Do not include such costs elsewhere, so that the cost recorded is for full and fixed for the related work.
- 3.3.7 The Contractor is to return a fully priced specification showing individually price for the corresponding item in the correct pricing column. Failure to comply with the above may result in your tender deemed invalid.
- 3.3.8 The Contractor is to note that any provisional sums included are strictly not to be expended without the Project Manager's approval. Any expenditure of such sums would be calculated at the rates provided for the related or similar item. Where such items are omitted, the amount shall be deducted from the contract value and no allowance would be made for any consequential loss and expense or alteration to the Specification of works.
- 3.3.9 Any variation would be notified to the Contractor by the Project Manager in the form of Contract Instruction. The Contractor shall be aware that instruction received by other parties would not be considered to form a part of the contracted works, and that no loss or expense claims brought to bear by the reduction in work shall be entertained by the Employer.
- 3.3.10 The Contractor is to inspect the site prior to tender submission.

3.4 Tender Drawings

- 3.4.1 The Specification of Works should be read in conjunction with the Tender Drawings.
- 3.4.2 Any discrepancies are to be raised to the Project Manager at tender stage, for clarification to be provided.
- 3.4.3 Assumptions included in the tender submission will not be accepted. Any clarifications should be raised prior to submitting bid.

3.5 **Principal Contractor**

- 3.5.1 The Principal Contractor is to take full responsibility for the coordination, organisation, programming, provision and deployment of all services, and sub-contract labour, together with their liaison in general with the Client, occupants and visitors within the building and members of the Project Team in relation to the execution of the Works.
- 3.5.2 All costs associated with the Principal Contractor's roles listed above are deemed included for in their itemised costs.

3.6 Management of the Works

- 3.6.1 The Contractor shall devote specific levels of personnel and supervisors in order to execute the project to the requirements and satisfaction of the Project Manager and the Client, and as detailed within the Specifications of Works.
- 3.6.2 The Contractor shall provide sufficient staff, permanent site foreman, supervisors and the like to co-ordinate the operatives on site.
- 3.6.3 The Contractor is to take in to consideration of the nature of the facility, frequency of the visitors at various times and minimise the disturbance to the facility users wherever possible.
- 3.6.4 The Project Manager reserves right to request replacement of any member of the Contractor's management team, any individual or group of individuals, whereby a cause for their removal shall be given. Any requests for claims for cost or time with regard to the above will not be entertained and all items and costs shall be deemed included.
- 3.6.5 All site personnel including sub-contractors are to be issued with security passes which must be worn at all times whilst on site. Non-compliance with this condition will result in the non-admittance or removal of individuals from the site.
- 3.6.6 The Contractor is to note that a high standard of workmanship is expected. Therefore, it will be the responsibility of the contracts manager or of equivalent representative to inspect the works prior to the Project Manager's inspection. Where necessary, unsatisfactory work would be requested to be reproduced at the Contractor's own expenses.
- 3.6.7 The site foreman must report to the Principal Contractor on a regular basis to inform and discuss issues and programming.
- 3.6.8 The Contractor to allow for liaison with the facility managers and occupants, where required. This is to include liaison with the facility managers regarding the Works in its programming and access restrictions, etc. throughout the Works.

3.7 | Health & Safety Implications

3.7.1 The Contractor is to fully review the Pre-Construction Information

during the tender stage in line with the Specification of Works.

- 3.7.2 The Contractor is to provide a Construction Phase Plan as part of their tender submission and update as necessary throughout the duration of the Works.
- 3.7.3 The Contractor is to ensure record keeping of all operative and visitors to the site. This is to include representatives from the Client, the Project Manager, quality control inspector, statutory inspector, and the like.
- 3.7.4 The Contractor is to provide a diary, within which any comments and observations from the Client and/or the Project Manager shall be noted and discussed during the subsequent site meetings.
- 3.7.5 The Contractor shall note that this project may be notifiable under the Construction (Design and Management) Regulations 2015. The Contractor is to assess the programme and labour required, and to advise the Project Manager whether the works would be notifiable during the tender process. The Contractor is to take into consideration all relevant information and required procedures when programming and include any cost associated in the tender price.
- 3.7.6 The Contractor is to provide a Construction Phase Health & Safety Plan including risk assessments and method statements (RAMS) and this is to be agreed with the Client or the Principle Designer.
- 3.7.7 Provide all suitable safety and security signs for distribution around the site during the course of the works.

3.8 **Programme**

- 3.8.1 The Contractor shall provide the Client and the Project Manager with a project specific programme, detailing lead-in times, site set up periods and site activities, throughout the contract period and advise any changes at the earliest reasonable opportunity.
- 3.8.2 The Contractor is to take responsibility in submission and revision of programme, especially at all progress meetings together with contractor's progress report.
- 3.8.3 The Contractor is to provide a programme as part of the tender submission, and note that failure to do so may invalidate the tender submission.

3.9 **Communication and Identification**

3.9.1 Ensure all operatives, including any sub-contractors to display identification whilst on site. The site foreman is to record and maintain operatives on site, keeping it available for review by the facility managers upon request.

3.10 | Meetings

3.10.1 The Contractor shall allow for attending all meetings, and organising where required, complying with the requirements as

detailed within the Specification of Works.

- 3.10.2 Attendance by the appropriate Contractor's representative would be required as a minimum for the regular progress meetings. Attendance of specific representative shall be consulted with the Project Manager.
- 3.10.3 In addition, a representative of the Client would be invited to attend the regular progress meetings to ensure adequate liaison.

3.11 Site Administration and Storage

- 3.11.1 The Contractor is to liaise with the facility managers to establish the most suitable arrangement to provide the site accommodations, and submit proposal for approval by the Project Manager, prior to its set up.
- 3.11.2 Reasonable provision of temporary administration and storage facilities, together with those washing and toilet requirements for welfare can be provided by the Client as detailed in the Preliminaries (Section 1) of this document, and location of which are to be agreed with the Client and the Project Manager.
- 3.11.3 The Contractor is to follow all necessary procedure in obtaining necessary statutory approval. All cost associated are deemed included within the cost for the related item.
- 3.11.4 The Contractor must contain all working activities and storage of materials within designated working areas, as the remainder of the building will be in use throughout the duration of the Works.
- 3.11.5 Storage of items outside pre-agreed compound without the Project Manager's approval would not be permitted under any circumstances.
- 3.11.6 Materials, equipment, etc. must not be left on site causing trip hazards for operatives, staff or visitors and that they are to be kept out of sight to prevent any unauthorised use of the materials or accidents arising during the works.
- 3.11.7 The Contractor is to ensure that all stored materials, items or rubbish on site do not interfere or block any entrances or exits, especially of the fire exits.

3.12 **Photographic Schedule of Condition**

3.12.1 The Contractor shall record full photographic schedule of condition of all areas likely to be affected directly or indirectly by the works, including the delivery and storage of materials and the removal of waste from or access to working areas.

3.13 Access Provisions

3.13.1 The Contractor is to allow for sufficient access equipment to undertake the proposed works, in strict accordance with the current health and safety legislation.

3.14 Licenses

- 3.14.1 Where necessary, the Contractor shall be responsible for obtaining any necessary permission and store or display as required.
- 3.14.2 The Contractor is to include all costs associated with the above, obtaining and maintaining licenses in the tender submission.

3.15 Relocation of Furniture

- 3.15.1 The Contractor is to remove all items located or stored within the working areas, to safely undertake the works, and reinstate following the Works.
- 3.15.2 The Contractor is to assist the Client, staffs and facility user as far as practically reasonable with relocation of their belongings prior to the works and reinstatement following the works, ensuring no item is damaged as a result of the works undertaken.
- 3.15.3 The Contractor is to include all cost associated with the relocation and reinstatement items as part of the cost for Schedule of Condition and Photographic Schedule.

3.16 **Protection**

- 3.16.1 The Contractor is to be reminded that the building will remain occupied predominantly by member of the public throughout for the duration of the works. The Contractor is to take all necessary steps to ensure health and safety of the building users including any visitors and the public, providing sufficient means of protection.
- 3.16.2 The Contractor is to provide sufficient barriers, warning tapes, signage, etc. to sufficiently guard off the working area by non-operatives.
- 3.16.3 Where a ladder is used, any resting points shall be padded to prevent damage to exterior and interior of the buildings. Any damage caused must be made good by the Contractor at their own cost. Ladders are to be used only where there are no other methods available, and in in conjunction with adequate health and safety considerations and provisions.
- 3.16.4 Any items or materials stored overnight must be securely stored within the Contractor's compound, and must not be left on site unsecured under no circumstances.
- 3.16.5 The Contractor must not dispose any surplus or defective paint, or other liquids by pouring down gullies, WCs, sinks, etc. The Contractor must dispose such waste appropriately off site.

3.17 Cleanliness

- 3.17.1 The Contractor is to take a special notice that the building would be occupied throughout the Works. Therefore, an appropriate care and consideration for the building users, their belongings and personal effects is expected from the Contractor.
- 3.17.2 At the end of each working day, the Contractor is to ensure that the site is left in the condition and layout found, with no health and

safety issues remaining.

- 3.17.3 The Contractor is to ensure each area is left in a habitable and clean condition.
- 3.17.4 All furniture, fixtures and fittings should be reinstated as found upon completion of the Works in the relevant area.
- 3.17.5 The Contractor is to clear from the site all rubbish, debris, building materials, tools, plants, etc. at the end of each working day. No items are to be left unsecured on site under no circumstances.
- 3.17.6 The Contractor is to undertake the Works in such way that the site is provided with access control system at all times. The Contractor may submit proposals and obtain approval where non-provision of access control system for a short period of time. Under no circumstances, any areas are to be left insufficiently secured at the end of each working day.

3.18 Parking, Deliveries and Security

- 3.18.1 The Contractor shall allow within their tender sum for the safe storage of all goods, materials and plant on site. Therefore any loss will not be the subject of any additional claims.
- 3.18.2 The Contractor is to make due allowance and be diligent in executing the Works to maintain the security of the building as well as the security and safe well-being of the building users including visitors.
- 3.18.3 Vehicular parking facilities for reasonable number vehicles (i.e. 2 no.) can be arranged, and further provision may be facilitated at the Park HQ. The Contractor is to liaise and agree the provision and arrangement with the Client and the facility managers in advance.
- 3.18.4 Subject to giving notice to the Client and facility manger and prearrangement in place, delivery of goods can be arranged to be unloaded at the London Aquatic Centre car park and delivered via back of house facilities. Alternative arrangement can be made at the Park HQ.
- 3.18.5 Whilst the Works are being carried out, all adjacent areas should be properly protected by providing all temporary protection such as temporary hoarding, screens, etc. as appropriate to segregate building users from the working areas.

3.19 | Making Good

3.19.1 The Contact is to make good any damage caused by the Works undertaken to the Client's satisfaction, in relation to the Specification of Works.

3.20 Quality Check and Site Clearance

3.20.1 The Contractor is to ensure to complete all specified works to the Specification of Works and to the Client's satisfaction, ensuring that there are no nails or screws proud of any material, unless otherwise

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specified, leaving trip hazards or left unfinished, for example.

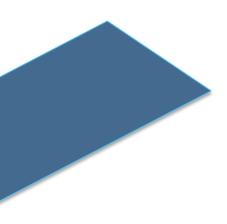
- 3.20.2 The Contractor is to clear tools and equipment from the site and remove all rubbish or debris and dispose off-site, leaving the site clean, safe and tidy.
- 3.20.3 The Contractor is to include all costs associated with the above quality check and site clearance within the tender submission.

3.21 **Completion and Handover**

- 3.21.1 Two weeks prior to the anticipated completion and handover date, the Principal Contractor must provide the following documentation where applicable and hand to the Project Manager:
 - Information to update the existing Health and Safety File in accordance with the relevant sections of the Specification of Works. The Contractor shall provide confirmation that all relevant information has been submitted to the Principle Designer for inclusion within the Health & Safety File, otherwise this may result in delay to the certified date of completion and handover.
 - All guarantees, warranties, commissioning and completion certificates in relation to products and systems installed.
 - All electrical installation certificates for the items installed, refitted and relocated, confirmation that the tests prescribed are in line with the current IEE wiring regulations, and the results recorded.
 - Certificates for waste disposal in relation to materials removed from the site.
- 3.21.2 The completion will not be certified in the absence of any of the above mentioned items and no Loss and Expenses claims would be considered in this respect.

London Aquatics Centre, Queen Elizabeth Olympic Park Replacement and Extension of the Existing Access Control System **Section 3: General Conditions** Collection From Section 3/Page 1 From Section 3/Page 2 From Section 3/Page 3 From Section 3/Page 4 From Section 3/Page 5 From Section 3/Page 6 From Section 3/Page 7 From Section 3/Page 8

SECTION 4 SCHEDULE OF WORKS



Section 4: Schedule of Works

4.1 Introduction

- 4.1.1 The Contractor is to refer to the remainder of the Specification of Works, for the full details of the works.
- 4.1.2 The Contractor is to submit their tender in strict accordance with the Specification of Works. The Contractor may submit proposal of alternative products for the Project Manager's consideration, complete with a technical submittal including full technical details, calculations etc. enabling a detailed comparison.
- 4.1.3 The Contractor is to visit the site during the tender period in order to sufficiently price for the works.
- 4.1.4 The Contractor is to include for making good and redecoration of all affected areas including of previously decorated and areas of new materials.

4.2 Site Address

4.2.1 Address of the site is London Aquatics Centre, Queen Elizabeth Olympic Park, London E20 2ZQ.

4.3 Access to Site

- 4.3.1 The Contractor is to liaise with the Client by giving at least 48 hours' notice to obtain access to the site throughout the tender and the contract periods.
- 4.3.2 Upon award of the contract, the Contractor will be issued with access cards for necessary access to the areas to undertake the works. The Contractor will be responsible to maintain security of the areas where access is provided and the access cards. All access cards must be returned upon completion of the Works.

4.4 Regulations

- 4.4.1 The Contactor is to identify, ensure full compliance and obtain all necessary permissions and approvals of all applicable and relevant regulations.
- 4.4.2 The listed are a representative list of regulations and guidelines, for the purpose of illustration only.
- 4.4.3 The Health and Safety at Work etc. Act 1974 and all associated regulations and requirements of the Health and Safety Executive:
 - The Buildings Regulations 2010
 - The Construction (Design and Management) Regulations 2015
 - The Control of Substances Hazardous to Health Regulations 2002
 - Planning Law

- County and Local Authority Byelaws
- The Electricity at Work Regulations 1989
- IET Wiring Regulations 17th Edition (BS 7671:2008 incorporating amendment No 3:2015), and all associated IET Guidance Notes
- The Noise at Work Regulations 2005
- The Clean Air Act 1956
- The Petroleum (Consolidation) Regulations 2014
- The Fire Precautions Act 1971
- The Pressure Vessel (Safety) Regulations 1991
- EC Directives and associated Codes of Practices
- CIBSE Guidelines
- Environment Agency Pollution Prevention Guidelines
- 4.4.4 The Contractor is to provide a copy of all certificates and approval documents to the Project Manager as soon as practically reasonable, but no later than a week prior to completion and handover. The Contractor is to maintain all of the above documents and keep them available for provision upon request.
- 4.5 Scope of Works
- 4.5.1 The Works include, but not limited to the following.
- 4.5.2 The Contractor is responsible for the procurement, delivery, off-loading, installation, testing and commissioning of the systems and equipment detailed below:
 - Provision of new access control system in accordance with the Door Numbers Location Plans and Door Schedule;
 - Utilisation of the existing installation wherever possible;
 - Provision of new hardware and wiring where required;
 - Overhaul and repair of any retained facilities;
 - Removal of redundant any services for the existing access control system;
 - Testing, commissioning and programming of the completed systems;
 - · Repairs and making good of any affected areas; and
 - Provision of Operating and Maintenance manuals for the new installation and record drawings.
- 4.5.3 The Contractor is to notify any out of hours works necessitated by contract programme, and include any costs associated within the tender submission.
- 4.6 | Contract Drawings
- 4.6.1 The contract drawings are the tender drawings.
- 4.6.2 All measurements are to be taken by the Contractor prior to

undertaking any works specified.

- 4.6.3 The Contractor is to review the following drawings in conjunction with the Specification of Works and Door Schedule:
 - AQL-SKE Door Numbers Location Plan 001
 - AQL-SKE Door Numbers Location Plan 002

4.7 | Method of Working

- 4.7.1 The Contractor is to review and propose appropriate methods of working in line with the Specification of Works and propose programme.
- 4.7.2 The Contractor is to make all due allowance for programming, sequencing of the works throughout completion and handover in order to accommodate the proposed completion date.
- 4.7.3 The Contractor is to make all due allowance for any change in site set up, access provisions, etc. throughout the Works.

4.8 Asbestos

- 4.8.1 As building was constructed post 2000, presence of asbestos containing materials (ACMs) on site is not anticipated.
- 4.8.2 The Contractor is to notify the Project Manager of any need of further investigation or specialist surveys, as soon as practically reasonable.
- 4.8.3 Where required, the Contractor is to safely dispose any asbestos containing materials removed from the site, retain any necessary Waste Consignment Notices and provide a copy to the Project Manager.

4.9 **Protection**

- 4.9.1 The Contractor is to note that the building will remain occupied throughout the contract period.
- 4.9.2 The Contractor is to take all necessary steps to ensure the building users are protected against any injury.
- 4.9.3 The Contractor is to ensure that any materials, items or tools left on site are securely stored within the contractor's compound, leaving the site free of any trip or slip hazards.
- 4.9.4 The Contractor is to ensure that dust and debris is kept to a minimum, with provision of appropriate protection to adjacent areas and regular site clearance throughout the works.
- 4.9.5 The Contractor is to note that all damage carried out shall be made good at their own expense.

4.10 | Site Waste

4.10.1 All waste must be must be disposed of in line with the current legislations.

- 4.10.2 Cart away any dirt and debris from the working areas and regularly remove and dispose off-site as soon as reasonably possible. Care should be taken to ensure that adjacent surfaces are protected from consequential staining. Any soiling resulted by the Works shall be cleaned upon completion and handover of the Works.
- 4.10.3 The Contractor is to proposed waste removal plans for liaison with the Client and facility managers, and obtain their approval in their location, logistics and keeping prior to commencement of the works.
- 4.10.4 The Contractor is to obtain, maintain and display any necessary licenses.
- 4.10.5 Following removal of waste and any associated facilities undertake repair or make good any affected areas, to the facility managers and the Project Manager's satisfaction.

4.11 Inspection and Provision of Design Proposals

4.11.1 The Contractor is to undertake all necessary inspections prior to installation of the new system to provide design proposals and subsequent reports to the Project Manager at least 2 weeks prior to undertaking installation works.

4.12 | Programming and Sequencing

- 4.12.1 The opening hours of the site are Monday to Sunday between 6.00am to 10.30pm. The Works can be undertaken during these hours.
- 4.12.2 The Works are not to be undertaken during the events or any specific requirements of the Client, both currently and later confirmed, subject to the Client's reasonable notice.
- 4.12.3 The Contractor is to programme and sequence the Works in phases in accordance with the zones defined in the Door Numbers Location Plans.
- 4.12.4 The Works are to be undertaken without disruption to the regular operation of the facilities wherever possible.
- 4.12.5 The Contractor is to undertake the Works in such way that the site is provided with access control system at all times. The Contractor may submit proposals and obtain approval where non-provision of access control system for a short period of time. Under no circumstances, any areas are to be left insufficiently secured at the end of each working day.
- 4.12.6 The Contractor is to provide proposed programme of the Works in accordance of the above and statutory and local authority's requirements, for liaison with the Client and the facility managers and to obtain their approval.
- 4.12.7 The Contractor is to liaise with the Project Manager, the Client and the facility managers in sequencing of the works prior to undertaking any works with sufficient notice, in order for the Project

Manager to notify and liaise with the facility managers and/ or client as necessary.

4.12.8 The Contractor is to propose the best possible sequencing and programme of the works to achieve the minimal disturbance and the works duration.

4.13 | Strip Out / Removal

- 4.13.1 The Contractor is to utilise the existing installation wherever feasible whilst complying with the statutory and manufacturer's requirements and recommendations.
- 4.13.2 Where necessary, carefully and safely isolate, dismantle and remove the existing access control system equipment including but not limited to all associated fittings, fixings, brackets, cabling, etc., and dispose off-site.
- 4.13.3 Following necessary removal of the existing installations, adequately tidy, clip back and undertake necessary repairs to the retained installations, cabling, etc., leaving them available for later use. All live services are to be kept protected at all times, otherwise left disconnected.
- 4.13.4 Whilst the strip out and removal, care should be taken to minimise any damage to adjacent surfaces and installations. The Contractor is required to make good any damage caused.

4.14 Installation of New Access Control System

- 4.14.1 The Contractor is to undertake the Works in consideration of the existing provision and the operation of the existing access control system, causing the minimal disturbance in the operation of the site and adjacent areas.
- 4.14.2 It is the Contractor's responsibility to inform, liaise and seek approval by the facility managers of any unavoidable interference to the site's usual operation, prior to proceeding with the Works.
- 4.14.3 Undertake necessary tests to establish that any retained services are fully operational and suitable for installation of new systems.
- 4.14.4 The Contractor is to immediately notify the Project Manager of any issues and concerns in the design and installation of the proposed works.
- 4.14.5 In accordance with the Performance Specifications (Section 5), Tender Drawings and Door Schedule, provide and install new access control system complete with all associated fittings, cabling, equipment, etc. utilising the existing services wherever feasible.
- 4.14.6 The Contractor is to install new systems in strict accordance with the manufacturer's requirements and recommendations, and all relevant regulations and statutory requirements.
- 4.14.7 New wiring and associated services to be surface mounted with metal conduit pipe trunking to match the existing provisions. Utilise

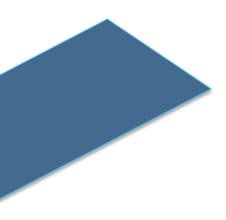
the existing penetration, containments and pull through the existing provisions wherever feasible.

- 4.14.8 Chase in or contain services behind the existing finishes where it is feasible and cost effective to do so, and to the surfaces provided with dismountable panelling systems.
- 4.15 | Switching from the Existing to New System
- 4.15.1 The Contractor is to provide proposal for switching strategy from the existing to new system causing minimal disruption to the site's operation and seek approval by the Project Manager, the Client and the facility managers, prior to commencement of the woks.
- 4.16 Making Good Works
- 4.16.1 Upon completion of the Works and certification of the operation of new system, remove and dispose off-site, all installations, equipment, fixtures, fittings, etc. associated with the redundant system.
- 4.16.2 Undertake all necessary repairs, make good and reinstate finishes to the areas where the existing installations are removed, to match and flush with adjacent surfaces.
- 4.16.3 Undertake repairs to all affected surfaces to be undertaken to flush and match in colour, texture, performance, etc. with the existing adjacent surfaces, and in accordance with the Materials and Workmanships (Section 2) and Gyproc EasiFill Product Data Sheet (Appendix A).
- 4.16.4 Following the repair works, undertake redecoration works to any disturbed surfaces to flush and match in colour, texture, performance, etc. with the existing adjacent surfaces, and in accordance with the Materials and Workmanships (Section 2) and AkzoNobel Specification (Appendix B), using following products to associated substrates as below:
 - Plaster surface: Dulux Trade Durable Flat Matt
 - Concrete surface: Dulux Trade Diamond High Performance
 - Timber surface: Armstead Trade Acrylic Gloss
- 4.16.5 Where reinstatement of the surface finish is not feasible, the Contractor is to provide proposal of alternative method that is the closest match with adjacent surfaces in their materials, colours, textures, profiles, etc. All associated fixings to be minimal and flush with adjacent surfaces whilst being adequate.
- 4.16.6 There are spare original tiles stored on site, which the contractor may utilise upon request for the purpose of undertaking repair and making good works.
- 4.17 | Completion
- 4.17.1 Upon completion of the works, undertake builder's cleaning of all working areas to remove any temporary sheeting and protection, and clear any bust and debris.

London Aquatics Centre, Queen Elizabeth Olympic Park Replacement and Extension of the Existing Access Control System 4.17.2 The Contractor is to demonstrate and explain the operation and control of the new installation to the facility managers. 4.17.3 Upon completion of the Works, undertake all necessary inspections and certify the new installation. Provide inspection reports and certificates to the Project Manager at least 1 week prior to completion and handover. 4.17.4 Provide the Client and Project Manager with all information required to update the existing health and safety file, including but not limited to as built drawings in DWG format, user manuals and operation and maintenance manuals of the newly installed services at least 1 week prior to completion and handover.

London Aquatics Centre, Queen Elizabeth Olympic Park Replacement and Extension of the Existing Access Control System **Section 4: Schedule of Works** Collection From Section 4/Page 1 From Section 4/Page 2 From Section 4/Page 3 From Section 4/Page 4 From Section 4/Page 5 From Section 4/Page 6 From Section 4/Page 7

SECTION 5 ELECTRICAL PERFORMANCE SPECIFICATION



Section 5: Electrical Specification

5.1. **General**

- 5.1.1. As part of their brief London Legacy Development Corporation proposed to carry out improvement works to the existing access control systems at the London Aquatics Centre.
- 5.1.2. The existing access control system is predominantly Lenel OnGuard system (Software and Hardware) and temporary access control system, Paxton access control system.

5.2. **System Description**

- 5.2.1. Lenel OnGuard access control system is supported by FCWnx OnGuard software which runs to its end of life by the 31st of December 2019, and no longer have technical support after this date.
- 5.2.2. Paxton access control system is presently supported by Net2 software, provided by Paxton, a UK based access control system provider.
- 5.2.3. These systems are two separate systems, and totally independent and they do not support third party system. The predominant Lenel FCNnX software system does not and cannot be linked or integrated with a third party access control system. The Lenel OnGuard system can be integrated with a third party access control system, provided the third party is on the Lenel OnGuard Open Access Alliance Programme.
- 5.2.4. While the temporary system, Paxton access control system cannot be integrated into the Lenel system, this is due to the fact that Paxton is not part of the Lenel OAAP Programme, and the Net2 System software provided by Paxton does not support third party access control system.

5.3. **Regulations**

- 5.3.1. Particular attention is drawn to the following, which lists relevant statutory instruments, regulations and codes of practice.
- 5.3.2. The list is not exhaustive and any omissions from the list shall not exonerate the Contractor from his responsibilities under his duty of care.
 - Health and Safety at Work Act
 - Electricity Supply Regulations
 - Electricity at Work Regulations
 - 18th Edition of the IET Wiring Regulations (BS7671:2018)
 - Fire Detection & Alarms (BS5839:2017)
 - Health, Safety and Welfare Regulations
 - The Building Regulations

- Fire Authority Regulations
- All Statutory Legislation
- All current British and European Standards & Codes of Practice
- Construction (Design and Management) Regulations

5.4. **Technical Submittals**

- 5.4.1. The Contractor shall submit to the Project Manager the following design information for comment / approval:
 - a) Design drawings in DWG and PDF Format
 - b) Schedule of equipment, wiring accessories etc.
 - c) Technical submittals shall be submitted via e-mail ten working days in advance of the requirement for a response. Submittals will be returned with the following status:-
 - d) Proceed with no comments
 - e) Proceed and incorporate comments
 - f) Rejected amend as comments and resubmit

5.5. **Scope of Works**

- 5.5.1. The works shall include but not be limited to the following. The Contractor will be responsible for the procurement, design, delivery, off-loading, installation, testing & commissioning and setting to work of the systems and equipment detailed below:-
 - · Strip out of existing access control system
 - Extend, relocate and adapt existing cabling wherever possible
 - Utilising, extending and adapting where necessary existing proximity card readers.
 - Provisions of a complete access control system, to the doors as detailed on the door schedule and tender drawings.

5.6. **Enabling Works**

- 5.6.1. The Contractor is to price for complete stripping out and installation of a new access control system to the London Aquatics Centre.
- 5.6.2. The electrical supplies to areas were works are not undertaken shall remain operational with minimal disruptions.
- 5.6.3. While works are carried out at the London Aquatic Centre some phases shall remain operational at all times.

- 5.6.4. It shall be the responsibility of the Contractor to provide an installation phase plan as part of their tender price.
- 5.6.5. Prior to submission of their Tender, the Contractor shall carry out a site visit/inspection to ensure he familiarises himself with the extent of the existing Electrical Installation and to clearly determine the extent of work required.
- 5.6.6. In advance of the commencement of the strip out work of the existing access control systems the Contractor shall provide detailed and comprehensive method statements.
- 5.6.7. The Contractor shall also provide a method statement at the commencement of the enabling works detailing how temporary and enabling works will be carried out.
- 5.6.8. The Contractor shall ensure care is taken when existing system is stripped out as this should be handed back to the Client, complete with update. Should the client choose not to keep the accessories associated with the existing access control system the Contractor shall discard in an appropriate manner.
- 5.6.9. All existing cable containment shall remain in situ, these shall not be stripped out as they will be re-utilised, extended and adapted where possible for the new access control system to be installed.
- 5.6.10. For the purpose of tendering, the Contractor shall allow within their tender return price for using the existing containment and power supplies. Existing cable containment is not compatible with proposed, the Contractor shall install new cabling containment.

5.7. **Electrical Services Design**

- 5.7.1. The Contractor shall undertake a complete design of the system to be installed. The design shall include but not limited to the following:-
 - Installation of new cabling, and re-using of existing cabling. It shall be
 the responsibility of the Contractor to ensure that the new cabling is
 compatible with existing cabling.
 - Design and installation of all equipment associated with the new access control system for the London Aquatics Centre.
 - Reusing, extending and adapting existing containment where possible.
 - Provision of new containment where required.
 - Reusing, extending and relocating where necessary some access control devices / accessories associated with the existing systems.
 - It shall be the responsibility of the contractor to ensure that the proposed access control system is fully compatible with the associated accessories of the existing system.

5.8. **Electrical Installation Works**

- 5.8.1. Entry shall be through the access controlled doors and should be via a non-contact programmable access Cards.
- 5.8.2. The proximity card shall be "business" card size and should be with pictures etc to allow for verification of ID
- 5.8.3. It shall be the responsibility of the Contractor to investigate the size of the proximity card readers prior to the installation so as to ascertain the existing system is compatible and can be reused.
- 5.8.4. The proposed system shall have the ability to program cards to allow access restrictions on an individual basis and to allow access to every door to different individuals.
- 5.8.5. Exit through all doors shall be via a manually operated push to exit button. Quantities and locations shall be as detailed on the tender drawings and door schedule.
- 5.8.6. The new access control system shall be "open protocol" to necessitate flexibility should future modifications need to be made to the system.
- 5.8.7. The system shall have the capacity for future expansion (future doors to be added at a later date).
- 5.8.8. The Contractor shall install a complete working access control system including all equipment, locking devices, conduit, cable, controller, supply of proximity card readers etc.
- 5.8.9. The system software shall be linked with the existing main head-end server PC. The PC is located in the MER (room) opposite the Creche.
- 5.8.10. The Contractor is to provide a full schedule of proposed equipment to be Client for approval prior to installation.
- 5.8.11. All electrical installation works shall be designed, selected and erected in compliance with 18th Edition of the IET Wiring Regulations (BS 7671:2018).
- 5.8.12. The Contractor shall interface all relevant software to the new access control panel to be located next to the fire alarm panel in a MER room within the main reception area.
- 5.8.13. All associated accessory of the access control system is to be vandal and tamper resistant.
- 5.8.14. All components within the access control panels shall be of modular design to permit easy maintenance.
- 5.8.15. The Contractor shall make good after work where existing services are removed, extended, relocated, adapted and decorated / painted.
- 5.8.16. The making good shall be to the satisfaction and approval of the Project Manager. Where existing recessed/flushed services are disconnected and removed the Contractor shall allow for removing flushed accessory boxes and making good accordingly.

5.9. | Mounting Height

- 5.9.1. It shall be the responsibility of the contractor to investigate if the existing height are compliant with Part M.
- 5.9.2. The Contractor shall supply and install new magnetic locks to the doors indicated in the Door Schedule. Installation of the magnetic locks shall be in accordance with the manufacturer's wiring recommendations.

5.10. Wiring Installation

- 5.10.1. All cables shall be concealed and contained within galvanised steel trunking/conduit flush fitted within public areas. All runs shall be mechanically continuous throughout and be fully protected. All connections to final circuits and terminations i.e. through walls etc. shall be protected by conduit sleeves.
- 5.10.2. At no point should the Contractor install cabling through a doorframe.
- 5.10.3. The Contractor shall allow for fire stopping of all openings within the London Aquatics Centre.

5.11. **Proximity Access Control Readers**

- 5.11.1. The Contractor shall ensure that the proximity readers are:
 - Vandal resistant.
 - Fixed with vandal resistant and tamperproof screws
- 5.11.2. Readers shall be wired to the internal reader buzzer to give both audio and visual LED indication on operation.
- 5.11.3. The contractor shall be responsible for all related accessories, software, locks, cabling.
- 5.11.4. After installation the Contractor shall test and commission the system. The Contractors shall provide test certificates for the installed system.

5.12. | Fascia Plate

5.12.1. The fascia plate shall be 2.5mm 12SWG Stainless Steel BS 316 marine grade brushed stainless steel plate fixed with a minimum of 4 no. vandal resistant screws.

5.13. Back Boxes

5.13.1. The new installation shall follow the mounting height and installation of the existing system. For instance if an existing proximity card reader is recessed then the new card reader shall also be recessed.

5.14. | Door Release - Push to exit button (PTE)

- 5.14.1. New push to exit buttons shall be supplied and installed as per the Tender drawings and as built information.
- 5.14.2. The PTE's shall be double pole switching (isolate access control by removing the supply to the magnetic lock and activate timer) 10 seconds delay before reset adjustable 0 to 60 seconds.

- 5.14.3. The mounting heights shall be as per the existing installation.
- 5.14.4. The switch shall be wired to break the positive feed to the lock to open the door when the button is operated and held. This is a fail-safe method of entry. Under no circumstance shall the negative feed be disconnected to open the door.
- 5.14.5. The switch shall also be wired to provide a timed release, when the push to exit button momentarily operates the switch.

5.15. | Power Supply Unit

- 5.15.1. The access control system shall be served from a power supply control units located in the electrical cupboard (as dictated by the design). The Contractor shall ensure all controllers are located in accessible cupboards and out of sight of general building users.
- 5.15.2. All enclosures shall be fitted within a suitable service equipment cupboard. The access control enclosures and marshalling boxes shall not be fitted in a vulnerable area.
- 5.15.3. The power supply enclosure cabinet door is to be reversible to suit the cupboard it is fitted within.
- 5.15.4. Each cabinet door locked is to be locked with LK1242E security barrel lock(s).
- 5.15.5. All power supply units shall be complete with LED status and fault indicators.
- 5.15.6. Fused protection on input and output circuits shall be provided by the contractor.
- 5.15.7. The Contractor shall provide engraved labels fitted to the cabinet doors of the PSU of the installed access control panel engraved "Access Control".
- 5.15.8. The cabinet is to be earthed in accordance with the general requirements of 18th Edition of the IET Wiring Regulations (BS 7671:2018)
- 5.15.9. An A4 sized document pocket shall be fitted to each cabinet door. This pocket shall contain the system manuals and wiring schematic and engineer log sheet.

5.16. | Standby Batteries

- 5.16.1. The Contractor is to Provide battery back-up supplies to maintain the installed Access Control system complete operation for a minimum of 4 hours on loss of main electrical supply.
- 5.16.2. The stand by batteries shall incorporate the following:
 - Automatic charging with LED status indicators.
 - Nickel Cadmium or sealed lead acid batteries.
 - Automatic changeover on loss, or restoration, of mains supplies.

Charging rate set to provide the battery 13.8 volts.

5.17. | Fire Alarms

- 5.17.1. The Contractor shall ensure the new access control system is interfaced with the buildings existing fire alarm system.
- 5.17.2. The Contractor shall ensure that when the buildings fire alarm system is activated all access controlled doors fail safe "open".

5.18. **Earthing and Bonding**

- 5.18.1. The complete electrical installation must be correctly earthed in accordance with the general requirements of 18th Edition of the IET Wiring Regulations (BS 7671:2018). In the case of low voltage cables DC circuits grounded at the same potential throughout the installation. In addition where the systems voltage has a potential risk of contact with metallic fixed structures, those items must be supplementary bonded to earth. in full accordance with 18th Edition of the IET Wiring Regulations (BS 7671:2018)
- 5.18.2. The Contractor shall also strictly follow the manufacturer's earthing requirements.

5.19. **Operation and Maintenance Manuals**

- 5.19.1. Provide two bound copies and two CD's of the operation and maintenance manuals. (As detailed in other sections of this specification).
- 5.19.2. These manuals shall include but not limited to: -
- 5.19.3. Full details of all components of the system with manufacturer's technical literature and illustration.
- 5.19.4. Complete wiring (DWG) diagrams of the system as installed. Standard manufacturers wiring diagrams will not be acceptable unless annotated to show their individual applications on the site.
- 5.19.5. Manufacturers Guarantee Certificates where the period is greater than one year from the date of Practical Completion.
- 5.19.6. Full spare part list of all equipment installed complete with 'order reference' numbers.

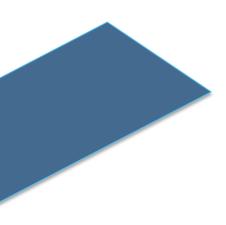
5.20. Testing and Commissioning

- 5.1.1. The Contractor is responsible for and shall carry out commissioning of the entire system.
- 5.20.1. The Contractor shall fully test and commission the installation in parts or sections as dictated by the progress of the works. All test equipment must comply with the relevant British Standard.
- 5.1.2. The commissioning certificates shall be handed to the Project Manager on completion of commissioning and switch on of the system.

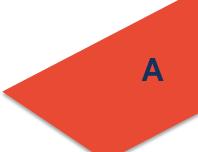
- 5.20.2. Carry out commissioning of the access control and system.
- 5.20.3. The Contractor shall demonstrate to the Project Manager all features of the system to include: -
 - The proximity card reader has been correctly programmed and proving their operation by random selection.
 - Demonstrate the communication of the access control system and the remote PC.
- 5.20.4. Should any demonstration fail to meet requirements a further demonstration will be required to the Project Manager's total satisfaction at no extra cost.
- 5.20.5. Defects Liability Period
- 5.20.6. The installer defects liability period of 12 months from the issue of the final Certificate of Practical Completion includes for all "breakdowns" of the controlled Entry System in this period except those for which, in the opinion of the Project Manager, the Contractor is not responsible.
- 5.20.7. The Contractor shall ensure that any defects in the operation of the system shall be attended to within twenty-four hours of the defect being notified to him, any time of the year including holidays. No payment is allowed for abortive visits due to no access being available. If the Contractor fails to remedy the defects within twenty-four hours the Project Manager/Administrator may arrange for the works to be carried out by others and the Contractor will be contra-charged for all costs incurred.
- 5.21. As Built Information and Record Drawings
- 5.21.1. The Contractor will provide comprehensive record documentation including 'as built' drawings in DWG / CAD format.
- 5.21.2. Maintenance manuals will contain full operating and maintenance instructions sufficient to enable the plant to be operated, maintained, dismantled, reassembled and adjusted.
- 5.21.3. Documentation issued for final use must also include AutoCAD Release 2008 version format record drawings and the written document loaded onto a CD Rom and flash drive (all details saved in PDF / Acrobat Adobe).
- 5.21.4. The document covers will be substantial, of adequate size, distinctive and of sufficient strength to protect the contents for the life of the installation. The binding will give a permanent anchorage along the left-hand side whilst allowing the text to be flat without damage to the spine.
- 5.21.5. The front cover and where appropriate the spine, will have the name or logo type of the employer, the name of the building and details of the services included within in the manual clearly displayed in permanent lettering. Where the manual is contained in more than one volume, a volume number will be added.

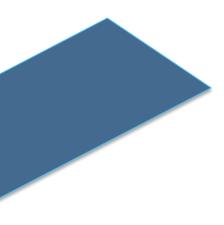
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| 5.21.6. | The title page will identify the building, describe the services referred to in the manual and give the full name and address of the employer. It will also contain, date of completion and date of handover of the services to the employer. The issue date of the manual, with the name and address of the manual author and the author's reference number. | |
| 5.21.7. | The preliminary pages will contain the full name, address and telephone number of the Project Manager, the Contractor and all other specialists employed by them. A description of how to use the manual with any limitations on its use will be included. | |
| 5.21.8. | The preliminary pages will include a contents list, list of all supplementary documents and a record of amendments to the manual. | |
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| Main Summary | | |
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| From Section 5 : Electrical Performance Specification | | |
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Gyproc EasiFill 20

Product Data Sheet

Product description

Overview

Gyproc EasiFill 20 is a lightweight quick setting filler ideal for patching repairs and small jointing jobs. The product offers a combined setting and air-drying gypsum-based material for bulk filling and finishing. Gyproc EasiFill 20 is easy to mix and fast setting. It has a high coverage rate with minimal drying shrinkage and is easy to sand. Gyproc EasiFill 20 is part of a range of products offering different setting and workability times depending on their intended use.

Applications

The product has a working time of 20 minutes. Due to its quick setting nature it enables further coats to be applied within approx. 30 minutes after the previous coat has been finished. Gyproc EasiFill 20 is the ideal product when using Gyproc Plasterboard Patches as all its key benefits are essential for quick repairs. It can also be used for small jointing jobs like fixing up paper-faced cove or for general filling when a quick turnaround is essential.

Note: Gyproc EasiFill 20 is not intended for use on Glasroc F MULTIBOARD and Glasroc F FIRECASE.

Range

| Product | Bag size kg | Water required approx. litres | Setting time approx. mins | Workable time approx. mins | Coverage Im |
|--------------------|----------------|-------------------------------------|---------------------------------|----------------------------------|----------------|
| Gyproc EasiFill 20 | 10 | 7 | 30 | 20 | Approx. 100 |
| | 5 | 3.5 | 30 | 20 | Approx. 50 |

Standards

Gyproc EasiFill 20 complies with *EN 13963 type 3B*, and is manufactured under a Quality Management System in accordance with *BS EN ISO 9001:2015*. The QMS is independently audited (certificate no: *FM 504548*).

Application and installation

Background preparation

The surface should be dry, clean, free from dust and grease and protected from the elements. If being used for jointing the boards should be fixed according to the manufacturer's recommendations and there should be no steps between adjoining boards. Gaps that are greater than 3mm should be pre-filled using Gyproc EasiFill 20 or any other of the Gyproc EasiFill range of products. Always use the correct fixings and ensure that any screw heads are just below the liner surface before spotting and jointing. Please refer to **White Book** or **Site Book** Jointing section.

Storage

Bags should be stored dry, as absorption of water shortens the setting time, causes set lumps to form in the bags and may reduce the strength of the set product. If storing on a concrete floor, dry timber platforms should be provided. If stored correctly, Gyproc EasiFill 20 has a shelf life of 6 months and bags are marked with the 'use by' date in order to assist with stock rotation.



Application and installation continued

Mixing

It Gyproc EasiFill 20 is pre-mixed and only clean water needs to be added to prepare it for use. Simply put cold fresh water into a bucket and add the powder to it, stirring as you go. Mix the product until a smooth paste and then leave to stand for five minutes to allow any undissolved powder to soak up moisture. After the material has been left for the prescribed time, re-stir to a creamy consistency. Excess mechanical mixing should be avoided. Tools and water used in the mixing process must be clean. Once the material starts to set, it must be used quickly or discarded. It cannot be remixed. Contamination from previous mixes can shorten the setting time and reduce the strength of the product when set.

Application

Apply Gyproc EasiFill 20 to the joint to embed the tape, then immediately overcoat to fully fill the tapered board edges and feather out onto the board surface. Allow to set for a minimum of 30 minutes, and then apply the finishing coat. Gyproc EasiFill 20 can be over-coated even when it's not entirely dry, although it must have set. The procedure for finishing angle joints, screw spotting, etc is similar please refer to the British Gypsum **Site Book** for full details.

Finishing

Drying

Gyproc EasiFill 20 has been specially formulated to air dry as well as set, making it an ideal material for many applications. Primarily intended to be used as a filler it does have the ability to be used as a two-coat joint application as a filler and finish. It may also be over-coated with air drying materials such as Gyproc QuickSand Joint Cement, Gyproc Ready Mix Joint Cement or Gyproc ProMix LITE if desired. Please refer to **White Book** or **Site Book** Jointing section.

Decoration

Once the material has dried, it can be lightly sanded to remove any trowel marks, etc. Ensure the surface is then dusted down. Apply decoration with the minimum of delay after Gyproc Drywall Primer or Gyproc Drywall Sealer has dried. Note that, as with all wall and ceiling areas, gloss or high-sheen finishes will highlight any variations of the surface, particularly with shallow-angle lighting. The use of low-sheen or matt finishes minimises this risk. Jointing should be carried out under similar lighting conditions to those used for subsequent inspection and use. Heavy, semi-rigid or impermeable wall coverings may involve

specialist adhesives or techniques which may not be compatible with Gyproc Drywall Primer or Gyproc Drywall Sealer. Consult the wall covering and adhesive manufacturers for specific recommendations. Impermeable wall coverings fixed with water-based adhesives should not be applied over Gyproc Drywall Sealer, as the drying of the adhesive will be severely restricted.

Vinyl or other low-permeability wall coverings can restrict drying of water-based adhesives. This combination should, therefore, not be applied directly to plasterboard treated with Gyproc Drywall Sealer. The use of specialist adhesives, for example, with cloth backed or solid vinyl wall covering, may result in damage to the plasterboard surface during subsequent stripping. If the use of such adhesives is necessary, consideration should be given to cross-lining with lining paper before applying the wall covering. As with all wall and ceiling areas, high-sheen gloss finishes will highlight variations of the surface, particularly with shallow angle lighting. The use of low-sheen or matt finishes minimises this risk. For the correct specification in respect of any applied decorative material, reference should be made to the manufacturer of that material.



Performance

Fire resistance

Most fire-rated British Gypsum systems require the board joints to be filled, either with Gyproc jointing materials or Thistle finishing plasters, even in locations where the system is not visible to building users. Gyproc EasiFill 20 is suitable for this purpose.

Effect of temperature

The ambient and background temperature must be maintained above 2°C until fully dry. Dry, bagged product is not affected by low temperatures. Once fully set and dry, Gyproc EasiFill 20 is only suitable for situations where the temperature does not exceed 49°C.

Effect of condensation and other moisture

Gyproc EasiFill 20 should be protected from continuous exposure to moisture. Prolonged or repeated exposure to moisture may cause a loss of strength and / or adhesion.

Saint-Gobain Construction Products UK Limited is a limited company registered in England under company number 734396, having its registered office at Saint-Gobain House, Binley Business Park, Coventry, CV3 2TT, UK. Saint-Gobain Construction Products UK Limited trades as British Gypsum for part of its business activities.

British Gypsum reserves the right to revise product specification without notice. The information herein should not be read in isolation as it is meant only as guidance for the user, who should always ensure that they are fully conversant with the products and systems being used and their subsequent installation prior to the commencement of work. For a comprehensive and up-to-date library of information visit the British Gypsum website at: british-gypsum.com. For information about products supplied by Artex Limited or Saint-Gobain Isover please see their respective websites.

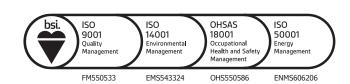
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T: 0115 945 6123 F: 0115 945 1616

E: bgtechnical.enquiries@bpb.com

Training enquiries: 0844 561 8810

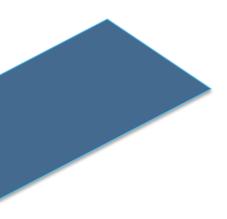
British Gypsum August 2018 PDS-314-03





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APPENDIX AKZONOBEL SPECIFICATION







Specification

Project Ref:

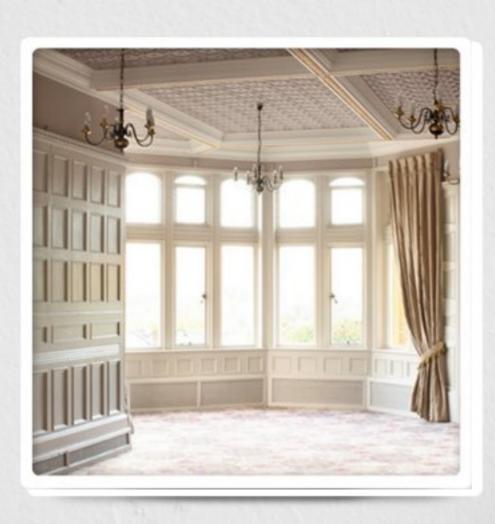






Table of Content

Front Page Table of Content Paint Schedule **NBS** Specification Site Work Instruction

Project Ref:

















Paint Schedule

The information below is to identify individual Systems for building areas to be painted.

In order to achieve the optimum results it is extremely important to adhere to the systems and Site Work instructions vEXT1 quoted. Please note that AkzoNobel will not accept responsibility for any amendments to or unauthorised usage of the wording contained in the systems sheets or in the Site Work Instructions vEXT1.

Prior to the start of the painting contract, Client and Painting Contractor must agree arrangements with regard to Site Work Instructions vEXT1.

| Paintable Surface | PS Code | Finish Product | Colour | Coats | Notes |
|----------------------------|---------|---|--------|-------|-------|
| Interior | | | | | |
| INT Plaster / plasterboard | D34 | Dulux Trade Durable Flat Matt | null | 2 | null |
| INT Plaster / plasterboard | D92W | Dulux Trade Diamond High Performance | null | 2 | null |
| INT non resinous softwood | AM1011S | Armstead Trade Acrylic Gloss | null | 2 | null |

IMPORTANT NOTES

Due to the potential deterioration of the existing coatings and/or the potential deterioration of the existing substrates referred to within this project, the use of these specific project documents are limited to 24 months from their date or origination to the completion of the painting contract. It is recommended that this documentation be reviewed with AkzoNobel when completion of the project is greater than 24 months from the date of document origination. The origination date is on the front/title page of the specification.

I would draw your attention to the legal declaration below. It is important to remember that these specifications provided by AkzoNobel are protected by copyright and database right and are dependent in performance terms on the use of AkzoNobel and colour defining references cannot be converted to what appears to be an equivalent system from another paint manufacturer without subsequent potential loss of performance.

Project Ref:















PaintSpecificationCreator

| System code | | D34 | |
|-------------------|---|-------------------------------|-------------------------------|
| Building part | | Plaster Surface | |
| Surface Substrate | Interior - INT Plaster / plasterboard | Required Finish Coat | Dulux Trade Durable Flat Matt |
| Surface Condition | Previously painted - Good Previously painted - Light failure Previously painted - Partial failure | No. of Finish System Coats | 2 |
| Finish Type | Water Based | | |

- Comply at all times with BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) and BS EN ISO 12944: 1998 Paints and Varnishes - Corrosion Protection of Steel Structures by Protective Paint Systems (or as amended).
- AkzoNobel Decorative Paints will not accept responsibility for any unauthorised amendments or usage of the wording contained in this System sheet and in Akzonobel Decorative Paints Site Work Instructions vEXT1.
- In order to achieve the optimum results, it is extremely important to adhere to the systems and AkzoNobel Decorative Paints Site Work Instructions vEXT1 quoted.
- Products supplied for the carrying out of this specification are compliant with Statutory Instrument 2005 No. 2773 (Environmental Protection) - The Volatile Organic Compounds in Paints, Varnishes and Vehicle Refinishing Products Regulations 2005

Preparation

The amount of preparatory work required on a Previously Coated Surface can vary considerably due to a variety of circumstances. This System is for Preparation up to and including partial failure/breakdown <50%. (See AkzoNobel Site Work Instruction vExt1 for further information.)

Thoroughly clean down the surfaces to remove all dirt grease and surface contaminants.

Remove all blistered, poorly adhering or otherwise defective coatings. Powdery and friable surface coatings should be completely removed by scraping, brushing and washing. Allow the surface to fully dry before proceeding. Where appropriate, rub down sound areas to produce the necessary 'key' for good adhesion and 'feather' broken edges of existing coatings. *Dust off. Note

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1.)

Priming

If surfaces remain powdery and friable after thorough preparation, they must be sealed with: 1 coat of Dulux Trade Stain Block Primer.

Prime all sound bare areas and areas exposed by the removal of coatings with: 1 coat of Dulux Trade Durable Flat Matt of appropriate shade thinned up to 1 part clean water to 5 parts of product as appropriate.

Making Good

Make good cracks, holes and other imperfections with Polycell Trade Easy Sand Interior Filler. Allow such making good to dry out thoroughly. Rub down smooth to match surrounding area and *dust off.

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1.)

Project Ref:















Finishing System

2 coats of Dulux Trade Durable Flat Matt of selected shade.

| System code | | D92W | | | | | |
|-------------------|---|-------------------------------|--------------------------------------|--|--|--|--|
| Building part | | Concrete Surface | | | | | |
| Surface Substrate | Interior - INT block / concrete (walls)INT Plaster / plasterboard | Required Finish Coat | Dulux Trade Diamond High Performance | | | | |
| Surface Condition | Previously painted - Good Previously painted - Light failure Previously painted - Partial failure | No. of Finish System Coats | 2 | | | | |
| Finish Type | Water Based | | ' | | | | |

- Comply at all times with BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) and BS EN ISO 12944: 1998 Paints and Varnishes - Corrosion Protection of Steel Structures by Protective Paint Systems (or as amended).
- AkzoNobel Decorative Paints will not accept responsibility for any unauthorised amendments or usage of the wording contained in this System sheet and in Akzonobel Decorative Paints Site Work Instructions vEXT1.
- In order to achieve the optimum results, it is extremely important to adhere to the systems and AkzoNobel Decorative Paints Site Work Instructions vEXT1 quoted.
- Products supplied for the carrying out of this specification are compliant with Statutory Instrument 2005 No. 2773 (Environmental Protection) - The Volatile Organic Compounds in Paints, Varnishes and Vehicle Refinishing Products Regulations 2005

Preparation

The amount of preparatory work required on a Previously Coated Surface can vary considerably due to a variety of circumstances. This System is for Preparation up to and including partial failure/breakdown <50%. (See AkzoNobel Site Work Instruction vExt1 for further information.)

Thoroughly clean down the surfaces to remove all dirt grease and surface contaminants.

Remove all blistered, poorly adhering or otherwise defective coatings. Powdery and friable surface coatings should be completely removed by scraping, brushing and washing. Allow the surface to fully dry before proceeding. Where appropriate, rub down sound areas to produce the necessary 'key' for good adhesion and 'feather' broken edges of existing coatings. *Dust off.

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1.)

Priming

If surfaces remain powdery and friable after thorough preparation, they must be sealed with: 1 coat of Dulux Trade Stain Block

Prime all sound bare areas and areas exposed by the removal of coatings with: 1 coat of Dulux Trade Diamond High Performance of appropriate shade thinned up to 1 part clean water to 5 parts of product as appropriate.

Project Ref:















PaintSpecificationCreator

Making Good

Make good cracks, holes and other imperfections with Polycell Trade Easy Sand Interior Filler. Allow such making good to dry out thoroughly. Rub down smooth to match surrounding area and *dust off.

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1.)

Finishing System

2 coats of Dulux Trade Diamond High Performance of selected shade.

Recommendations for the cleaning of surfaces coated with Dulux Trade Diamond technology products can be found in AkzoNobel Site Work Instruction vExt1.

| System code | | AM1011S | |
|-------------------|---|-------------------------------|------------------------------|
| Building part | | Timber Surface | |
| Surface Substrate | Interior - INT non resinous softwood | Required Finish Coat | Armstead Trade Acrylic Gloss |
| Surface Condition | Previously painted - Good Previously painted - Light failure Previously painted - Partial failure | No. of Finish System Coats | 2 |
| Finish Type | Water Based | | ' |

- Comply at all times with BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) and BS EN ISO 12944: 1998 Paints and Varnishes - Corrosion Protection of Steel Structures by Protective Paint Systems (or as amended).
- · AkzoNobel Decorative Paints will not accept responsibility for any unauthorised amendments or usage of the wording contained in this System sheet and in Akzonobel Decorative Paints Site Work Instructions vEXT1.
- In order to achieve the optimum results, it is extremely important to adhere to the systems and AkzoNobel Decorative Paints Site Work Instructions vEXT1 guoted.
- Products supplied for the carrying out of this specification are compliant with Statutory Instrument 2005 No. 2773 (Environmental Protection) - The Volatile Organic Compounds in Paints, Varnishes and Vehicle Refinishing Products Regulations 2005

Preparation

The amount of preparatory work required on a Previously Coated Surface can vary considerably due to a variety of circumstances. This System is for Preparation up to and including partial failure/breakdown <50%. (See AkzoNobel Site Work Instruction vExt1 for further information.)

Completely remove all blistered, poorly adhering or otherwise defective coatings. Open-up all joints which are not tight fitting and rake out thoroughly. Wash down remaining areas in good condition with soap and water, detergent solution or suitable solvent to remove all dirt, grease and surface contaminants, rinse off and allow to dry. Rub down overall to provide a 'key' (this is particularly important when applying water based systems to previous coatings that are known, or suspected to be, solvent based) and 'feather' broken edges of existing coatings. *Dust off.

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1. for further information.)

Apply two thin coats of a knotting solution, appropriate for use under a water based undercoat, to all knots and resinous areas and allow to harden. Ensure all surfaces are fully dry before proceeding.

Project Ref:















Priming

Spot prime any bare metal, metal fixings nail heads etc with: 1 coat of Armstead Trade Primecoat Metal Primer Zinc Phosphate.

Prime all bare areas and areas exposed by the removal of coatings with 1 coat of coat(s) Armstead Trade Primecoat Acrylic Wood Primer Undercoat.

Prime overall with: 1 coat of Armstead Trade Quick Dry Gloss.

Priming overall with this coating is essential as it acts as a 'tie' coat between the previously solvent based and the new water based system.

Making Good

Make good all nail-holes, open joints and open grain etc. with a Polycell Trade filler appropriate to the surface and according to the manufacturer's instructions. Allow making good to dry before being rubbed down smooth and *dusted off.

Use only good quality/compatible materials and follow the manufacturers' recommendations for use, even if at variance with this system.

Note

*When rubbing down dry and/or dusting off wear a suitable face mask to avoid the inhalation of dust. (See AkzoNobel Site Work Instruction vExt1.)

Finishing System

2 coats of Armstead Trade Quick Dry Gloss of selected shade.

Project Ref:















NBS Specification

The information below is for NBS subscribers only. It is designed for use with the NBS Section M60. Project: London Aquatics Centre Access Control

Interior

NBS reference 114BAAG

Building area/surface Plaster Surface

Preparation and Application

Manufacturer - ICI Paints AkzoNobel

2 Number of Finishing Coats

> NBS reference **119YBBD**

Building area/surface Concrete Surface

Preparation and Application Manufacturer - ICI Paints AkzoNobel

Number of Finishing Coats

NBS reference 113AAAG

Building area/surface Timber Surface

Preparation and Application Manufacturer - ICI Paints AkzoNobel

> Number of Finishing Coats 2

Project Ref:

















| | AkzoNobel |
|------------------|--|
| Clause Reference | Section 1: Manufacturer and Brand Information |
| SW 1.01 | Manufacturer Contact Details AkzoNobel, Wexham Road, Slough, Berkshire, SL2 5DS Tel: 08444 817 818 Email: duluxtrade.advice@akzonobel.com Web: www.duluxtrade.co.uk |
| Clause Reference | Section 2: Information on Conditions of Use |
| SW 2.01 | Use of Specified Products Coating materials to be obtained from the manufacturer and specified brand where indicated. It is not permissible to substitute the indicated brand. It is the responsibility of the painting contractor to familiarise him/herself with these materials. |
| SW 2.02 | Relevant Code of Practice Care and attention must be employed when using the systems and the relevant British Code of Practice must also be complied with. BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) and BS EN ISO 12944: 1998 Paints and Varnishes - Corrosion Protection of Steel Structures by Protective Paint Systems (or as amended). |
| SW 2.03 | Conditions Suitable/Unsuitable for Painting Most coatings are dependent on the evaporation of the solvent or thinner at the initial drying stage. High or Low Temperature and/or High Humidity will affect coating application and can permanently affect the coatings performance. It is therefore recommended that application is not carried out when the temperature falls below 5 degrees centigrade (Solvent borne) or 8 degrees centigrade (Water borne) or when the relative humidity exceeds 80%. Consideration must also be taken regarding the temperature of the surface to which the coating is to be applied. Refer to BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) for further guidance. |
| Clause Reference | Section 3: Preparation |
| SW 3.01 | Painted Finishes / BS Code of Practice The whole of the painted surfaces shall be finished in accordance with BS 6150: 2006 Code of Practice for Painting of Buildings (or as amended) and additional requirements quoted. The surfaces coated should exhibit a fair and even surface of constant colour, substantially free of brushmarks, fatty edges etc. |

Project Ref:















| AkzoNobel | | | | | | | | | | |
|------------------|---|--|--|--|--|--|--|--|--|--|
| Clause Reference | Section 4: Colour | | | | | | | | | |
| SW 4.01 | Good Working Practice When Using Colour | | | | | | | | | |
| | Before application, ensure that all materials are from the same batch. If mixed batch tins are purchased they should be 'boxed' to avoid potential colour variation. 'Boxing' requires the mixing together of the different batches in a larger container to ensure consistency of colour. Colour variation can occur when purchasing a colour for a project from a variety of sources rather than from one source and/or location. The risk of colour variation, can be reduced by taking the following action: (a) Avoid using a mixture of ready mixed colour and in store tinted colour (b) Avoid using a variety of batch numbers whether ready mixed or in store tinted. For the purpose of in store tinted colour a batch is considered to be materials tinted on one machine at the same time. (c) Purchase sufficient material for the project at one time from the same source of supply tinted on the same tinting machine. Where this is not appropriate due to storage restrictions, the supplying merchant may be able to store sufficient quantities in store for call off when required. It is good working practice to hold back sufficient original material to 'touch up' any areas of damage to the paint film prior to completion. With some paints and / or colours, especially products with mid or high sheen and / or deep colours, it may be necessary to recoat the whole area to avoid noticeable differences in film appearance for example under acute lighting conditions. | | | | | | | | | |

Project Ref:

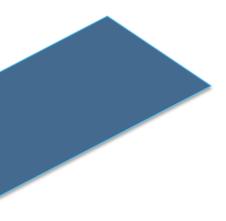














| Desig | Designer: June Park | | | | | No: | 30385 | Rev: - Rev Date: - | | | | | | | | |
|-----------|--|--|---------------------------|-----|--------|---------------|--|---|----------------------|-------------------------------|---|-------------------------------|--|---|---------------|--|
| Projec | Project: London Aquatics Centre | | | | | t e: 9 | July 2018 | Principle Designer: | - | | | | | | | |
| | acement and e em to the intern | | existing access control | | | | | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | sk Rat | ing | Action at Design Stage | Control Options (Contractors) | | Control Options (Contractors) | | Control Options (Contractors) | | R | esidı Risk | |
| | | | | L | s | R | | | | L | s | R | | | | |
| 1.0 | Working at Heig | ght | | | | | | | | | | | | | | |
| 1.1 | Removal and installation of new cabling Making good works | Fall and falling objects | Contractor Building users | 1 | 2 | 2 | Works cannot be avoided. | Working areas to be restricted from public access. Provision of PPE and warning notices. Adequate safety training and risk assessments and Toolbox Talks, etc. Use of adequate access platform and operate in accordance with recommendations of access platform used. | | 1 | 1 | 1 | | | | |
| 2.0 | Slips, Trips & F | alls | | | | | | | | | | | | | | |
| 2.1 | All work activities | Existing steps, ramps and changes in level | Contractor | 2 | 2 | 4 | Works cannot be avoided. | Site inductions and walk around existing work areas to identify any steps, ramps, changes in floor levels, slippery surfaces, etc. | | 1 | 1 | 1 | | | | |
| 2.2 | All work activities | Materials left on floor causing trips and falls. | Contractor Building users | 2 | 2 | 4 | Subject to contractor's manner of undertaking works. | Specify for the contractor to protections, and keep the vand report any issues through | vorking areas clear, | 1 | 1 | 1 | | | | |

Key:

Probability: 1, 2, 3
= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity) = S = R



| Desig | Designer: June Park | | | | | No: | 30385 | Rev: - Rev Date: - | | | | | | | |
|---|-----------------------------------|---|--------------------|-----|-------|--------------|--|--|---|---|---|---|---|---------------|--|
| Projec | Project: London Aquatics Centre | | | | | e : 9 | July 2018 | Principle Designer: | - | | | | | | |
| Replacement and extension of the existing access control system to the internal doors | | | | | | | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | k Rat | ing | Action at Design Stage | Control Options (Contractors) | | | at Design Stage Control Options (Contractors) | | R | esidu Risk | |
| | | | | L | s | R | | | | L | s | R | | | |
| 3.0 | 3.0 Collision/Entrapment/Collapse | | | | | | | | | | | | | | |
| 3.1 | Taking down ceilings | Collapse of ceiling during dismantling. | Contractor | 2 | 2 | 4 | Works cannot be avoided. | Provision of guarded working platforms. Provision of PPEs. Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 1 | 1 | | | |
| 4.0 | Manual Handlin | g | | | | | | | | | <u> </u> | | | | |
| 4.1 | Access equipment | Lifting large access equipment platforms | Contractor | 1 | 2 | 2 | Works cannot be avoided. | Provision of PPE and warning notices. Provision of Manual Handling training. | | 1 | 2 | 2 | | | |
| 4.2 | Materials and equipment | Lifting materials in bulk and large/heavy equipment | Contractor | 1 | 2 | 2 | Ensure adequate access and lifting equipment is specified. | Provision of PPE and warning notices. Provision of Manual Handling training. | | 1 | 2 | 2 | | | |

Key:

Probability: 1, 2, 3
= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity)



| Desig | Designer: June Park | | | | | No: | 30385 | Rev: - | Rev Date: - | | | | | |
|-----------|-----------------------------------|---------------------------------------|---------------------------|-----|----------|---------------|--|---|---------------------|-------------------------------|---|------------|--|--|
| Projec | Project: London Aquatics Centre | | | | Dat | t e: 9 | July 2018 | Principle Designer: - | | | | | | |
| | acement and e em to the intern | | existing access control | | | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | sk Rat | ing | Action at Design Stage | Control Options (Contractors) | | Control Options (Contractors) | | ctors) Res | | |
| | | | | L | S | R | | | | L | s | R | | |
| 5.0 | Fire | | | | | | | | | | | | | |
| 5.1 | Smoking and burning | Burns, ignition of flammable material | Contractor Building users | 1 | 3 | 3 | Disallow such activities. | Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 2 | 2 | | |
| 5.2 | Electrical works | Electric ignition | Contractor Building users | 1 | 3 | 3 | Ensure carrying out of works by adequately qualified operatives. | Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 2 | 2 | | |
| 6.0 | Electrocution | | | | <u> </u> | | | | | | | | | |
| 6.1 | Electrical works | Electrocution | Contractor | 2 | 2 | 4 | Works cannot be avoided. | Provision of guarded working platforms. | | 1 | 1 | 2 | | |
| | | | | | | | | Provision of PPEs. | | | | | | |
| | | | | | | | | Adequate safety training ar and Toolbox Talks, etc. | nd risk assessments | | | | | |

Key:

Probability: 1, 2, 3

= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity)



| Designer: June Park | | | | | Job No: 30385 | | | Rev: - Rev Date: - | | | | |
|---|-----------------------|----------------------|---------------------------|-----|--------------------------|-----|--------------------------------|--|---------------------|------------------|---|---|
| Project: London Aquatics Centre | | | | | Date: 9 July 2018 | | | Principle Designer: - | | | | |
| Replacement and extension of the existing access control system to the internal doors | | | | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | k Rat | ing | Action at Design Stage | Control Options (Contractors) | | Residual Risk | | |
| | | | | L | s | R | | | | L | s | R |
| 7.0 | 7.0 Dust / Fumes | | | | | | | | | | | |
| 7.1 | Rubbing down surfaces | Dust inhalation | Contractor Building users | 1 | 2 | 2 | Works cannot be avoided. | Wherever possible ensure areas are ventilated and isolated from other operatives. Provision of PPEs. Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 1 | 1 |
| 8.0 | 8.0 Noise / Vibration | | | | | | | | | | | |
| 8.1 | Use of electric tools | Noise and vibration | Contractor Building users | 2 | 1 | 2 | Works plan to minimise impact. | Provision of PPEs. Adequate safety training ar and Toolbox Talks, etc. Works to be undertaking in statutory and local authority | accordance with the | 2 | 1 | 2 |

Key:

Probability: 1, 2, 3
= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity)



| Designer: June Park | | | | | Job | No: | 30385 | Rev: - Rev Date: - | | | | |
|---|------------------------------|-------------------------------------|--------------------|-----|--------------------------|-----|---|--|--|------------------|---|---|
| Project: London Aquatics Centre | | | | | Date: 9 July 2018 | | | Principle Designer: - | | | | |
| Replacement and extension of the existing access control system to the internal doors | | | | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | k Rating | | Action at Design Stage | Control Options (Contractors) | | Residual Risk | | |
| | | | | L | S | R | | | | L | s | R |
| 9.0 | 0 Site Location Hazards | | | | | | | | | | | |
| 9.1 | Working on existing services | Inadequate isolation prior to works | Contractor | 2 | 2 | 4 | Services to be adequately isolated prior to working. Use of BS and EU standard fixtures when adapting existing system. | Provision of PPEs. Adequate safety training and risk assessments and Toolbox Talks, etc. Services to be adequately isolated prior to working. Use of BS and EU standard fixtures when adapting existing system. | | 1 | 1 | 1 |
| 9.2 | Working near plant rooms | Inadequate interference with plants | Contractor | 2 | 2 | 4 | Works cannot be avoided. | Site inductions to provide sufficient information. Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 1 | 1 |
| 9.2 | Working near plant rooms | Shut in plant rooms | Contractor | 2 | 2 | 4 | Works cannot be avoided. | Site inductions to provide sufficient information. Avoid lone working. | | 1 | 1 | 1 |

Key:

Probability: 1, 2, 3
= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity)



| Designer: June Park | | | | | Job | No: | 30385 | Rev: - | Rev Date: - | | | | |
|---------------------------------|----------------------------------|--|---------------------------|-----|----------|------|---|--|---------------------|---|-----|---|--|
| Project: London Aquatics Centre | | | | | | e: 9 | July 2018 | Principle Designer: - | | | | | |
| | acement and e m to the interr | | existing access control | I | | | | | | | | | |
| Ref No | Activity /Element | Potential Hazards | Population at Risk | Ris | k Rating | | Action at Design Stage | Control Options (Contractors) | | R | ıal | | |
| | | | | L | S | R | | | | L | s | R | |
| 10.0 | 0 Hazardous Materials | | | | | | | | | | | | |
| 10.1 | Painting | Fumes from solvent based paint | Contractor Building users | 2 | 2 | 4 | Avoid use of solvent based paint. | Wherever possible ensure areas are ventilated and isolated from other operatives. Provision of PPEs. Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 1 | 1 | |
| 10.2 | Hazardous materials on site | Inadequate interference with hazardous materials | Contractor | 2 | 2 | 4 | Provide sufficient information at pre- construction stage to facilitate adequate planning of works. | Site inductions to provide sufficient information. Adequate safety training and risk assessments and Toolbox Talks, etc. | | 1 | 1 | 1 | |
| 11.0 | Cuts & Abrasio | ns | | | • | • | | | | • | | | |
| 11.1 | Cutting materials on site | Cutting and abrasion | Contractor | 3 | 2 | 6 | Subject to contractor's manner of undertaking works. | Adequate safety training an and Toolbox Talks, etc. | nd risk assessments | 1 | 1 | 1 | |

Key:

Probability: 1, 2, 3
= L Likelihood (Low, Medium, High)
= S Severity (Low, Medium, High)
= R Risk (Likelihood x Severity) = S = R



Designer's Risk Assessment

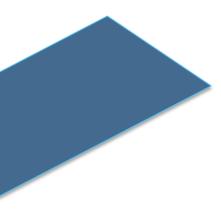
| Rev. | Issue Date | Reason for Issue |
|------|------------|------------------|
| 01 | July 2018 | For Tender |
| | | |
| | | |

| Prepared By: | |
|-----------------------|--|
| Authorised for Issue: | |
| | |
| | |

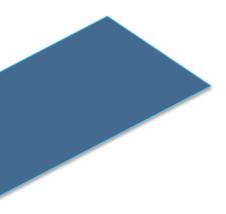
Key:

Probability: 1, 2, 3 = L Likelihood (Low, Medium, High) = S Severity (Low, Medium, High) = R Risk (Likelihood x Severity)

APPENDIX PRE-CONSTRUCTION INFORMATION (TO FOLLOW)



APPENDIX STANDARD CONTRACT - NEC3 SHORT CONTRACT





<u>nec</u> 3 Engineering and Construction

Short Contract

A contract between **London Legacy Development Corporation**

> and **TBC**

for Replacement and extension of the existing access control system at London Aquatics Centre

| Contents | Page |
|---------------------------|------|
| Contract Forms | |
| Contract Data | 2 |
| The Contractor's Offer | 4 |
| The Employer's Acceptance | 4 |
| Price List | 5 |
| Works Information | 6 |
| Site Information | 9 |
| Conditions of Contract | CC1 |

The Employer is

Name London Legacy Development Corporation

Address Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ

Telephone 020 3288 1800

E-mail address LouiseJeffery@londonlegacy.co.uk

The works are Replacement and extension of the existing access control

system

The site is London Aquatics Centre, Queen Elizabeth Olympic Park,

London E20 2ZQ, as identified on the Site Location Map.

The starting date is TBC.

The completion date is TBC.

The period for reply is 2 week.

The defects date is 12 months after Completion

The defect correction period is 2 week.

The delay damages are TBC.

The assessment day is the 4 weeks from the commencement date, the recurring dates

thereafter, and the Completion Date.

The retention is 0%

Does the United Kingdom Housing Grants, Construction Yes and Regeneration Act (1996) as amended by the Local Democracy, Economic Development and Construction Act 2009 apply?

The Adjudicator is

To be agreed immediately upon either Parties serving a Notice of Adjudication, and in the event the Parties fail to agree upon a suitable person who is able to act as the Adjudicator the referring party requests the Adjudicator nominating body to select a

person to act as the Adjudicator.

Name To be agreed.

Address To be agreed.

Telephone To be agreed.

E-mail address To be agreed.

The interest rate on late payment is 2% per complete week of delay.

The Contractor is not liable to the Employer for loss of or damage to the Employer's

property in excess of £5m (Five Million Pounds) for any one event.

The Employer provides this For the existing site, the Employer's insurance policy would be

insurance notified to cover the agreed scope of works to be undertaken by

the contractor for the duration of the works.

The minimum amount of cover for the third insurance stated in the

Insurance Table is £5m (Five Million Pounds) for any one event.

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is £5m (Five Million Pounds).

The Adjudicator The President or Vice President or other duly authorised officer

nominating body is of the London Court of International Arbitration.

The *tribunal* is The Court of England and Wales.

If the *tribunal* is arbitration, the arbitration procedure is

Not Applicable.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005 with amendments September 2011) and the following additional conditions.

None.

The Contractor's Offer

| | The Contractor is |
|------------------------------------|---|
| Name | TBC |
| Address | TBC |
| Telephone | TBC |
| E-mail address | TBC |
| The percentage for o | overheads and profit added to the Defined Cost for people is 0%. |
| The percent | tage for overheads and profit added to other Defined Cost is 0%. |
| | the Works in accordance with the conditions of contract for an ordance with the conditions of contract. |
| The offered total of the Prices is | TBC plus VAT |
| Signed on behalf of the Contract | tor |
| Name | |
| Position | |
| Signature | Date |
| | |
| The <i>Employer</i> 's | s Acceptance |
| The Employer accepts the Conti | ractor's Offer to Provide the Works |
| Signed on behalf of the Employe | er |
| Name | |
| | |
| Position | |
| Signature | Date |
| | |

Price List

Item Description Unit Qty Rate Price

As per the Specifications, and Tender Submission.

The total of the Prices

£TBC

Works Information

1 Description of the works

The Works comprised of replacement of the existing access control system with an open protocol system. The new system to provide for the existing provisions, alterations and additions as per the Door Numbers Location Plan (Appendix A) and the Door Schedule (Appendix B).

The Works to include complete supply and installation of new access control system, and associated electrical works, builder's works and making good.

Upon completion, the Contractor is to provide all related information and clear the site by undertaking the builders cleaning.

2 Drawings

| Drawing number | Revision | Title |
|----------------|----------|---|
| | | |
| BG/30385/SM | - | Site Map (<mark>Appendix A</mark>) |
| AQL-SKE-001 | - | Door Numbers Location Plan (Appendix A) |
| AQL-SKE-002 | - | Door Numbers Location Plan (Appendix A) |

Works Information

3 Specifications

| Title | Date or revision | Tick if publicly available |
|--|------------------|----------------------------|
| Specification of Works by Baily Garner LLP (BG Ref: 30385) | July 2018 | - |
| System specification and design information to be provided by the Contractor | TBC | TBC |

4 Constraints on how the Contractor Provides the Works

The Contractor is to take extra care to to undertake the Works causing minimal disturbance with the venue and the visitors.

The Contractor is strictly disallowed to take photographs and interact with young and / or vulnerable persons.

The Works to be undertaken to accommodate the restrictions noted in the Schedule Event Dates (Appendix G).

Works Information

5 Requirements for the programme

The contractor is to confirm the phasing of the works including duration, programmer of public access restriction required. Anticipated commencement and completion dates.

The Contractor is to update and provide programme throughout the Works.

6 Services and other things provided by the Employer

| Item | Date by which it will be provided |
|---|-----------------------------------|
| The Employer will provide access to the public cafe and toilet facilities for the duration of the works. | For the duration of the Works. |
| The Employer will provide reasonable vehicular parking facilities for the duration of the works, subject to sufficient notice and provision of information. | For the duration of the Works. |
| The Employer will provide reasonable usage of electrical power supply for the purpose of undertaking the works. | For the duration of the Works. |

Site Information

The Site is located within Queen Elizabeth Olympic Park, which is a fully operational site with various facilities within, such as parkland, leisure, recreational and commercial and facilities, and open to public access. There are also residential units within close proximities.

The subject Site, London Aquatics Centre is a public leisure facility providing facilities such as swing pools, gyms and other ancillary facilities. There are also various staff and operational facilities within.

Care should be taken to ensure general Health and Safety of the Site and the surrounding areas may be affected by the Works, and to undertake the works at minimal disturbance and interaction with the facility users.

A car park is provided to the northeast of the site providing vehicular access to the facility users. The Contractor may utilise this vehicular parking facility subject to pre-arrangement with the Client.

CONDITIONS OF CONTRACT

1 General

Actions 10

The Employer and the Contractor shall act as stated in this contract and in a 10.1 spirit of mutual trust and co-operation.

Identified and defined 11 terms

11.1

- In the conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
- (1) Completion is when the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.
 - (2) The Completion Date is the completion date unless later changed in accordance with this contract.
 - (3) A Defect is a part of the works which is not in accordance with the Works Information.
 - (4) The Defects Certificate is either a list of notified Defects which the Contractor has not corrected by the defects date or a statement that there are no such Defects.
 - (5) Defined Cost is the amount paid by the Contractor in Providing the Works (excluding any tax which the Contractor can recover) for
 - people employed by the Contractor,
 - Plant and Materials,
 - work subcontracted by the Contractor and
 - Equipment.

The amount for Equipment includes amounts paid for hired Equipment and an amount for the use of Equipment owned by the Contractor which is the amount the Contractor would have paid if the Equipment had been hired.

- (6) Equipment is items provided by the Contractor, used by him to Provide the Works and not included in the works.
- (7) Indirect Subcontractor means any subcontractor or subconsultant of whatever tier beneath any Subcontractor appointed in relation to the works.
- (7) The Parties are the Employer and the Contractor.
- (8) Plant and Materials are items intended to be included in the works.
- (9) The Price for Work Done to Date is the total of
 - the Price for each lump sum item in the Price List which the Contractor has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.
- (10) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
- (11) To Provide the Works means to do the work necessary to complete the works in accordance with this contract and all incidental work, services and actions which this contract requires.
- (12) Site Information is information which describes the site and its surroundings and is in the document called 'Site Information'.

- (13) Works Information is information which either
 - specifies and describes the works or
 - states any constraints on how the Contractor Provides the Works

and is either

- in the document called 'Works Information' or
- in an instruction given in accordance with this contract.

Law 12

- 12.1 This contract is governed by the law of the country where the site is.
- 12.2 No change to this contract, unless provided for by the *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.3 This contract is the entire agreement between the Parties.

Communications 13

- - 13.1 Each communication which this contract requires has effect when it is received in writing at the last address notified by the recipient for receiving communications.
 - 13.2 If this contract requires the Employer or the Contractor to reply to a communication, unless otherwise stated in this contract, he replies within the period for reply.

The *Employer's* authority and delegation

- 14.1 The Contractor obeys an instruction which is in accordance with this contract and is given to him by the Employer.
- 14.2 The Employer may give an instruction to the Contractor which changes the Works Information.
- The Employer's acceptance of a communication from the Contractor or of his 14.3 work does not change the Contractor's responsibility to Provide the Works or his liability for his design.
- The Employer, after notifying the Contractor, may delegate any of the 14.4 Employer's actions and may cancel any delegation. A reference to an action of the *Employer* in this contract includes an action by his delegate.

Access to the site and provision of services

- 15
 - The Employer allows access to and use of the site to the Contractor as 15.1 necessary for the work included in this contract.
 - 15.2 The Employer provides services and other things as stated in the Works Information.

Early warning

- 16
 - 16.1 The Contractor and the Employer give an early warning by notifying the other as soon as either becomes aware of any matter which could
 - increase the total of the Prices,
 - delay Completion or
 - impair the performance of the works in use.

The Contractor may give an early warning by notifying the Employer of any other matter which could increase his total cost. Early warning of a matter for which a compensation event has previously been notified is not required.

16.2 The Contractor and the Employer co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

2 The Contractor's main responsibilities

Providing the Works 20

- The Contractor Provides the Works in accordance with the Contract and the 20.1 Works Information.
- 20.2 The Contractor does not start work which the Contractor has designed until the Employer has accepted that the design complies with the Works Information.

Subcontracting and 21

people

- If the Contractor subcontracts work, he is responsible for Providing the 21.1 Works as if he had not subcontracted.
- 21.2 This contract applies as if a subcontractor's employees and equipment were the Contractor's.
- 21.3 The Employer may, having stated reasons, instruct the Contractor to remove an employee. The Contractor then arranges that, after one day, the employee has no further connection with the work included in this contract.
- 21.4 The Contractor shall demonstrate to the satisfaction of the Employer that it has in place, and shall procure that its Subcontractors shall have in place, appropriate procedures for ensuring the welfare of their respective employees or other persons engaged in the works, including procedures for reporting and handling instances and perceived instances of fraudulent behaviour and procedures protecting whistleblowers.
- On or before the starting date, the Contractor shall notify the Employer of 21.5 the name, contact details and details of the legal representatives of each Subcontractor and Indirect Subcontractor, to the extent that such information has not already been provided by the Contractor to the Employer under this contract.
- 21.6 The Contractor shall promptly notify the Employer of any changes to the information notified under clause 21.5 and provides the name, contact details and details of the legal representatives of any Subcontractor who is engaged after the starting date.
- 21.7 The Contractor shall ensure that each subcontract with a Subcontractor or between a Subcontractor and an Indirect Subcontractor complies with Regulation 113 of the Public Contracts Regulations 2015.

Access for the Employer

22.1 The Contractor provides access for the Employer and others notified by the Employer to work being done for this contract and to stored Plant and

Materials

3 Time

Starting and Completion

- The Contractor does not start work until the starting date and does the work so that Completion is on or before the Completion Date.
- 30.2 The Contractor submits a forecast of the date of Completion to the Employer each week from the starting date until Completion.
- 30.3 The Employer decides the date of Completion and certifies it to the Contractor within one week of the date.
- 30.4 The Employer may instruct the Contractor to stop or not to start any work and may later instruct him to re-start or start it.

The programme 31

31.1 The Contractor submits programmes to the Employer as stated in the Works Information.

4 Defects

Searching for and notifying Defects 40.1

- 40
 - Until the defects date, the Employer may instruct the Contractor to search for a
 - 40.2 The Employer may notify a Defect to the Contractor at any time before the defects date.

Correcting Defects

- 41
 - 41.1 The Contractor corrects a Defect whether or not the Employer notifies him of it.
 - 41.2 Before Completion, the Contractor corrects a notified Defect before it would prevent the Employer or others from doing their work.
 - After Completion, the Contractor corrects a notified Defect before the end of 41.3 the defect correction period. This period begins at the later of Completion and when the Defect is notified.

41.4 The Employer issues the Defects Certificate to the Contractor at the later of the defects date and the end of the last defect correction period.

Uncorrected Defects 42

42.1 If the Contractor has not corrected a notified Defect within its defect correction period, the Employer assesses the cost of having the Defect corrected by other people and the Contractor pays this amount.

Repairs 43

43.1 Until the Defects Certificate has been issued and unless otherwise instructed by the Employer, the Contractor promptly replaces loss of and repairs damage to the works, Plant and Materials.

5 Payment

Assessing the amount 50 due

50.1

- The Contractor assesses the amount due and, by each assessment day, applies to the Employer for payment. There is an assessment day on Completion and in each month from the starting date until the month after the Defects Certificate has been issued.
- 50.2 The Contractor's application for payment includes details of how the amount has been assessed. The first application for payment is for the amount due. Other applications are for the change in the amount due since the previous payment.
- The amount due is 50.3
 - the Price for Work Done to Date
 - plus other amounts to be paid to the Contractor (including any tax which the law requires the *Employer* to pay to the *Contractor*)
 - less amounts to be paid by or retained from the *Contractor*.
- 50.4 The Employer corrects any wrongly assessed amount due and notifies the Contractor of the correction before paying the Contractor.
- 50.5 The Contractor pays delay damages for each day from the Completion Date until Completion.
- 50.6 An amount is retained from the Contractor in the assessment of each amount due until Completion. This amount is the retention applied to the Price for Work Done to Date. The amount retained is halved in the first assessment made after Completion and remains at this amount until the assessment day after the Defects Certificate is issued. No amount is retained in the assessment made after the Defects Certificate has been issued.
- 50.7 If the Employer requires a programme to be submitted, one quarter of the Price for Work Done to Date is retained in assessments of the amount due until the Contractor has submitted a first programme to the Employer showing the information which the Works Information requires.

Payment 51

- 51.1 The Employer pays within thirty days after the assessment day which follows receipt of an application for payment by the Contractor.
- 51.2 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid. Interest is calculated at the rate stated in the Contract Data or, if none is stated, at 0.5% of the delayed amount per complete week of delay.

6 Compensation events

Compensation events 60

60.1 The following are compensation events.

- (1) The Employer gives an instruction changing the Works Information unless the change is in order to make a Defect acceptable.
- (2) The Employer does not allow access to and use of the site to the Contractor as necessary for the work included in this contract.
- (3) The Employer does not provide something which he is to provide by the date for providing it stated in this contract.

- (4) The Employer gives an instruction to stop or not to start any work.
- (5) The *Employer* does not work within the conditions stated in the Works Information.
- (6) The *Employer* does not reply to a communication from the *Contractor* within the *period* required by this contract.
- (7) The *Employer* changes a decision which he has previously communicated to the *Contractor*.
- (8) The *Employer* instructs the *Contractor* to search for a Defect and no Defect is found.
- (9) The Contractor encounters physical conditions which
 - are within the site,
 - · are not weather conditions and
 - an experienced contractor would have judged, at the date of the Contractor's Offer, to have such a small chance of occurring that it would have been unreasonable to have allowed for them.

Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.

- (10) The *Contractor* is prevented by weather from carrying out all work on the *site* for *period*s of time, each at least one full working day, which are in total more than one seventh of the total number of days between the *starting date* and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.
- (11) The *Employer* notifies a correction to an assumption which he has stated about a compensation event.
- (12) An event which
 - stops the Contractor completing the works or
 - stops the Contractor completing the works by the Completion Date

and which

- neither Party could prevent,
- an experienced contractor would have judged at the date of the Contractor's Offer to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and
- is not one of the other compensation events stated in this contract.
- (13) A difference between the final total quantity of work done and the quantity stated for an item in the Price List.
- (14) A loss of or damage to the works, Plant and Materials which
 - is not the fault or responsibility of the Contractor or
 - could not have been prevented by any reasonable action of the Contractor.
- 60.2 In judging the physical conditions for the purposes of assessing any compensation event, the *Contractor* is assumed to have taken into account
 - the Site Information,
 - publicly available information referred to in the Site Information.
 - information obtainable from a visual inspection of the site and
 - other information which an experienced contractor could reasonably be expected to have or to obtain.

Notifying compensation 61

events 61.1 The *Contractor* notifies the *Employer* of an event which has happened or which he expects to happen as a compensation event if

- the Contractor believes that the event is a compensation event and
- the Employer has not notified the event to the Contractor.

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event he is not entitled to a change in the Prices or Completion Date unless the event arises from an instruction of the *Employer*.

- 61.2 If the Employer decides that an event notified by the Contractor
 - arises from a fault of the Contractor,
 - has not happened and is not expected to happen,
 - · has no effect upon the Defined Cost or upon Completion or
 - is not one of the compensation events stated in this contract,

he notifies the *Contractor* of his decision that the Prices and the Completion Date are not to be changed.

If the *Employer* decides otherwise, he instructs the *Contractor* to submit a quotation for the event. The *Employer* notifies the decision to the *Contractor* or instructs the *Contractor* to submit a quotation within one week of the *Contractor*'s notification to the *Employer* of the event.

- 61.3 If the *Employer* decides that the *Contractor* did not give an early warning of the event which the *Contractor* could have given, the *Employer* notifies that decision to the *Contractor* when instructing the *Contractor* to submit a quotation.
- 61.4 If the *Employer* decides that the effects of a compensation event are too uncertain to be forecast reasonably, the *Employer* states assumptions about the event when instructing the *Contractor* to submit a quotation. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Employer* notifies a correction.
- 61.5 A compensation event is not notified after the *defects date*.

Quotations for 62 compensation events 62.

- A quotation for a compensation event comprises proposed changes to the Prices or rates and any delay to the Completion Date assessed by the Contractor. The Contractor submits details of his assessment with each quotation. The Contractor submits a quotation within two weeks of being instructed to do so by the Employer or, if no such instruction is received, within two weeks of the notification of a compensation event.
- 62.2 The *Employer* may instruct the *Contractor* to submit a quotation for a proposed instruction or a proposed changed decision. The *Contractor* does not put a proposed instruction or a proposed changed decision into effect.
- 62.3 The Employer replies within two weeks of the Contractor's submission.

For a proposed instruction or proposed changed decision, the *Employer's* reply is

- notification that the proposed instruction will not be given or the proposed changed decision will not be made,
- notification of the instruction or changed decision as a compensation event and acceptance of the quotation or
- notification of the instruction or changed decision as a compensation event and notification that the *Employer* does not agree with the quotation.

For other compensation events, the Employer's reply is

- acceptance of the quotation or
- notification that the Employer does not agree with the quotation.
- 62.4 If the *Employer* does not agree with the quotation, the *Contractor* may submit a revised quotation within two weeks of the *Employer*'s reply. If the *Employer* does not agree with the revised quotation or if none is received, the *Employer* assesses the compensation event and notifies the assessment.
- 62.5 After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Employer* may instruct the *Contractor* to submit alternative quotations for a compensation event.

Assessing compensation 63

events 63.1

For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.

- For other compensation events, the changes to the Prices are assessed by forecasting the effect of a compensation event upon the Defined Cost or, if the compensation event has already occurred, the assessment is based upon the Defined Cost due to the event which the Contractor has incurred. Effects on Defined Cost are assessed separately for
 - people employed by the Contractor,
 - Plant and Materials,
 - work subcontracted by the Contractor and
 - Equipment.

The Contractor shows how each of these effects is built up in each quotation for a compensation event. The percentages for overheads and profit stated in the Contractor's Offer are applied to the assessed effect of the event on the Defined Cost.

- 63.3 The effects of compensation events upon the Defined Cost are assessed at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. The following are deducted from the Defined Cost for the assessment of compensation events
 - the cost of events for which this contract requires the Contractor to insure and
 - other costs paid to the Contractor by insurers.
- A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.
- If the Employer has decided and notified the Contractor that the Contractor did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the Contractor had given early warning.
- 63.6 Assessment of the effect of a compensation event includes risk allowances for cost and time for matters which are at the Contractor's risk under this contract.
- 63.7 Assessments are based on the assumptions that the Contractor reacts competently and promptly to the compensation event and that any additional cost and time due to the event are reasonably incurred.
- 63.8 A compensation event which is an instruction to change the Works Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the Party which did not provide the Works Information.
- 63.9 The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

7 Title

Objects and materials 70 within the site 70.1

The Contractor has no title to an object of value or of historical or other interest within the site. The Contractor does not move such an object unless instructed to do so by the Employer.

No Marketing Rights 71

71.1 Identified and defined terms:

> Olympic Movement: includes the British Olympic Association, the International Olympic Committee, other National Olympic Committees, the London Organising Committee of the Olympic Games and any other organising committee of Olympic Games, any Olympic team, and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the International Olympic Committee from time to

71.2 In relation to the provision of the Works, the Contractor shall not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Contractor with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate)

71.3 The *Contractor* agrees that any member of the Olympic Movement shall have the rights to enforce the terms of this clause 71

Anti-Corruption 72

72.1 Unless defined elsewhere in this Contract, the defined terms have the meaning set out below:

Anti-Bribery Laws means any and all statutes, statutory instruments, bye laws, orders, directives, treaties, decrees and laws (including any common law, judgement, demand, order or decision of any court, regulator or tribunal) which relates to anti-bribery and/or anti-corruption, including the Bribery Act 2010 as amended.

- 72.2 The *Contractor* shall, and shall procure that its officers, employees, agents and any other persons who perform the *works* for or on behalf of it in connection with the Contract shall:
 - comply with all applicable Anti-Bribery Laws;
 - not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
 - not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;
 - not do or omit to do any act or thing which causes or may cause the Contractor to be in breach of and/or to commit an offence under any Anti-Bribery Laws;
 - the above, not do or omit to do any act or thing which causes or may cause the *Contractor* to be guilty of an offence under section 7 Bribery Act (or would or may do so if the *Contractor* was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and
 - provide the *Employer* with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.

72.3 The Contractor r shall:

- promptly report to the Employer any request or demand for any financial or
 other advantage of any kind received in connection with the performance
 of the Contract by it or by its officers, employees, agents or any other
 person who performs the works for or on behalf of it in connection with the
 Contract; and
- upon request, certify to the Employer in writing signed by a director of the Contractor that the Contractor has complied with all of its obligations under this Clause 79 The Contractor shall provide such supporting evidence of compliance as the Contractor may request.
- 72.4 The *Contractor* shall immediately give written notice to the *Employer* upon a breach, or suspected breach, of any of its obligations at this Clause 72.4. occurring.
- 72.5 Without prejudice to Clause 72.4, the *Contractor* shall immediately give written notice to the *Employer* of any financial or other advantage, inducement or reward it has given or intends to give (whether directly or through any third party) to any person (including any employee of the *Employer* and/or the Employer) in connection with the awarding or continuation in force of the Contract.

- 72.6 The *Contractor* shall keep, for a minimum of six years and at its normal place of business, detailed, accurate and up to date records and books of account showing all payments made and received and all other advantages given and received by the *Contractor* in connection with the Contract and the steps taken by the *Contractor* to comply with Anti-Bribery Laws. The *Contractor* shall ensure that those records and books of account are sufficient to enable the Employer to verify the *Contractor*'s compliance with this Clause 72.6.
- 72.7 The *Contractor* shall permit the *Employer* and any person nominated by it for this purpose, to have such access on demand to the *Contractor* 's premises, personnel, systems, books and records as the *Contractor* may require to verify the *Subcontractor*'s compliance with this Clause 72.
- 72.8 The *Employer* may terminate the Contract immediately by giving written notice to that effect to the *Subcontractor* if the *Subcontractor* is in breach of any of its obligations under this Clause 72 or if the *Employer* has reasonable cause to believe that such a breach has occurred or may occur.
- 72.9 If the *Employer* terminates the Contract in accordance with Clause 72.8, the *Contractor* shall not be entitled to claim compensation or any further remuneration from the *Employer*, regardless of any activities carried out or agreements with third parties entered into before termination.
- 72.10 The *Employer* shall be entitled, by giving written notice to that effect to the *Contractor* to require the *Contractor* to remove from the performance of the *Contract* any of the *Contractor*'s officers, employees or agents in respect of whom the *Contractor* is in breach of any of its obligations or warranties under Clause 72.
- 72.11 The *Contractor* shall indemnify, keep indemnified and hold harmless the *Employer* in full and on demand from and against all liabilities (including any tax liability), direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the *Employer* incurs or suffers directly or indirectly in any way whatsoever as a result of any proceedings under section 7 Bribery Act being brought against the *Contractor* as a result of the conduct of the *Employer* or any of its officers, employees, agents or any other persons who perform the *works* for or on behalf of it in connection with the Contract, where such proceedings do not result in a conviction against the *Employer*, including the costs of procuring the *Contract Works* from a person other than the *Contractor* (including the costs of interim service provision, the costs of any re-tender and the amount by which any new supplier's prices exceed the Charges payable to the *Contractor* under the Contract).
- 72.12 *The Contractor* shall procure that its sub-contractors comply with the provisions of clause 72.

Transparency 73

73.1 Unless defined elsewhere in this Contract, the defined terms have the meaning set out below:

Contract Information (i) the Contract is its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 51 which shall consist of the *Contractor's* name, the expenditure account code, the expenditure account code description, the clearing date and the invoice amount;

Transparency Commitment means the *Employer's* commitment to public its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the *Employer's* own published transparency commitment.

73.2 The *Contractor* acknowledges that the *Employer* is subject to the Transparency Commitment. Accordingly, the *Contractor* hereby gives its consent for the *Employer* to publish the Contract Information to the general public.

8 Indemnity, insurance and liability

Limitation of liability 80

80.1 For any one event, the liability of the *Contractor* to the *Employer* for loss of or damage to the *Employer*'s property is limited to the amount stated in the Contract Data. The *Contractor* is not liable to the *Employer* for the *Employer*'s indirect or consequential loss except as provided for in the *conditions of contract*. Exclusion or limitation of liability applies in contract, tort or delict and otherwise and to the maximum extent permitted in law.

Indemnities 81

81.1

- The *Employer* indemnifies the *Contractor* against claims, proceedings, compensation and costs payable which are the unavoidable result of the *works* or of Providing the Works or which arise from
 - fault,
 - negligence,
 - breach of statutory duty,
 - infringement of an intellectual property or
 - interference with a legal right

by the *Employer* or by a person employed by or contracted to the *Employer* except the *Contractor*.

- 81.2 The Contractor indemnifies the Employer against other
 - losses and claims in respect of
 - · death of or injury to a person and
 - loss of and damage to property (other than the works, Plant and Materials) and
 - claims, proceedings, compensation and costs payable arising from or in connection with the Contractor's Providing the Works.
- 81.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility contributed to the losses, claims, proceedings, compensation and costs.

Insurance cover 82

82.1 The *Contractor* provides, in the joint names of the Parties and from the *starting date*, the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data.

INSURANCE TABLE

| Insurance against | Minimum amount of cover or minimum limit of indemnity | Cover provided until |
|--|---|---|
| Loss of or damage to the works | The replacement cost | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | The replacement cost | The Defects Certificate has been issued |
| The Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Works | The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately | |

Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract

The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

9 Termination and dispute resolution

Termination and reasons for termination 90.1

If either Party wishes to terminate the Contractor's obligation to Provide the Works, he notifies the other Party giving details of his reason for terminating. The Employer issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the Contractor does no further work necessary to Provide the Works.

- 90.2 Either Party may terminate if the other Party has become insolvent or its equivalent (Reason 1).
- 90.3 The Employer may terminate if the Employer has notified the Contractor that the Contractor has defaulted in one of the following ways and the Contractor has not stopped defaulting within two weeks of the notification.
 - Substantially failed to comply with this contract (Reason 2).
 - Substantially hindered the *Employer* (Reason 3).
 - Substantially broken a health or safety regulation (Reason 4)
 - Breached clause 71 and/or 72 (Reason 4A)
 - Following the occurrence of any of the circumstances described in Regulation 73 (1) of the Public Contracts Regulations 2015 (or any equivalent provisions in the regulations implementing the EU Utilities Directive 2014/25). (Reason 4B),

The Employer may terminate for any other reason (Reason 5).

- 90.4 The Contractor may terminate if
 - the Employer has not made a payment within ten weeks of the assessment day which followed receipt of the Contractor's application for it (Reason 6) or
 - the Employer has instructed the Contractor to stop or not to start any substantial work or all work for a reason which is not the Contractor's fault and an instruction allowing the work to re-start or start has not been given within eight weeks (Reason 7).
- The Employer may terminate if an event which the Parties could not 90.5 reasonably prevent has substantially affected the Contractor's work for a continuous period of more than thirteen weeks (Reason 8).

Procedures on termination

91 91.1

On termination, the Employer may complete the works himself or employ other people to do so. The Contractor leaves the site and removes the Equipment.

Payment on termination 92

- 92.1 The amount due on termination includes
 - an amount due assessed as for normal payments.
 - the cost of Plant and Materials provided by the Contractor which are on the site or of which the Contractor has to accept delivery
 - any amounts retained by the Employer.
- If the Employer terminates for Reason 1, 2, 3, 4, 4A or 4B the amount due 92.2 on termination also includes a deduction of the forecast additional cost to the Employer of completing the works.
- If the Contractor terminates for Reason 1, 6 or 7 or if the Employer 92.3 terminates for Reason 5, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.

Dispute resolution 93

93.1 A dispute arising under or in connection with this contract is referred to and decided by the *Adjudicator*.

The Adjudicator 93.2

- (1) The Parties appoint the *Adjudicator* under the NEC *Adjudicator*s Contract current at the *starting date*. The *Adjudicator* acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.
- (2) If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or is unable to act, the Parties choose a new adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the *Adjudicator* nominating body to choose one. The *Adjudicator* nominating body chooses an adjudicator within four days of the request. The chosen adjudicator becomes the *Adjudicator*.
- (3) The *Adjudicator*, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

The adjudication 93.3

- (1) A Party may refer a dispute to the Adjudicator if
 - the Party notified the other Party of the dispute within four weeks of becoming aware of it and
 - between two and four further weeks have passed since the notification.

If a disputed matter is not notified and referred within the times set out in this contract, neither Party may subsequently refer it to the *Adjudicator* or the *tribunal*.

- (2) The Party referring the dispute to the *Adjudicator* includes with his referral information to be considered by the *Adjudicator*. Any more information is provided within two weeks of the referral. This *period* may be extended if the *Adjudicator* and the Parties agree.
- (3) The *Adjudicator* may take the initiative in ascertaining the facts and the law related to the dispute. He may instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.
- (4) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.
- (5) If the *Adjudicator*'s decision includes assessment of additional cost or delay caused to the *Contractor*, he makes his assessment in the same way as a compensation event is assessed.
- (6) The Adjudicator decides the dispute and notifies the Parties of his decision and his reasons within four weeks of the referral. This *period* may be extended by up to two weeks with the consent of the referring Party, or by any *period* agreed by the Parties.

If the *Adjudicator* does not notify his decision within the time allowed, either Party may act as if the *Adjudicator* has resigned.

- (7) Unless and until the *Adjudicator* has notified the Parties of his decision, the Parties proceed as if the matter disputed was not disputed.
- (8) The Adjudicator's decision is binding on the Parties unless and until revised by the tribunal and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The Adjudicator's decision is final and binding if neither Party has notified the other within the times required by this contract that he intends to refer the matter to the tribunal.

Review by the tribunal 93.4

A Party may refer a dispute to the tribunal if

- the Party is dissatisfied with the Adjudicator's decision or
- the Adjudicator did not notify a decision within the time allowed and a new adjudicator has not been chosen,

except that neither Party may refer a dispute to the *tribunal* unless they have notified the other Party of their intention to do so not more than four weeks after the end of the time allowed for the *Adjudicator*'s decision.

If the United Kingdom Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (the Act) applies to this contract, the following additional conditions apply.

Definitions

- 1.1 (1) The payment due date for an application for payment by the Contractor is the assessment day which follows receipt of that application.
 - (2) The final date for payment is three weeks after the payment due date.

Assessing the amount due

- 1.2 The Contractor's application for payment is the notice of payment specifying the sum that the Contractor considers to be due at the payment due date (the notified sum). The Contractor's application states the basis on which the amount is calculated and includes details of the calculation.
- 1.3 The following replaces sub-clause 50.4

If the *Employer* intends to pay less than the notified sum, he notifies the *Contractor* of the amount which the *Employer* considers to be due not later than seven days (the prescribed period) before the final date for payment. The *Employer*'s notification states the basis on which the amount is calculated and includes details of the calculation. A Party pays the notified sum unless he has notified his intention to pay less than the notified sum.

Compensation event

1.4 If the Contractor exercises his right under the Act to suspend performance, it is a compensation event.

The Adjudication

1.5 The following replaces sub-clause 93.3(1)

A Party may issue to the other Party a notice of his intention to refer a dispute to adjudication at any time. He refers the dispute to the *Adjudicator* within one week of the notice.

- 1.6 The *Adjudicator* may in his decision allocate his fees and expenses between the Parties.
- 1.7 The Adjudicator may, within five days of giving his decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.
- 1.8 If the *Adjudicator*'s decision changes an amount notified as due, payment of the sum decided by the *Adjudicator* is due not later than seven days from the date of the decision or the final date for payment of the notified amount, whichever is the later.