

SECTION 1

Preliminaries and General Conditions

6017

World Museum - External LED Lighting Installation

Preliminaries

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00-05-10 Project definition

101 The Project

- **Project reference:** 6016
- **Project title:** World Museum - Temporary Exhibition Area - HVAC Installation
- **Project description:** The design and installation of colour change LED lights to the front facade of the museum alongside the Byrom Street elevation, William Brown Street Elevation from the lower Moat Area, Behind the Meadow Area and within the colonnade area of the Old Entrance to the Museum.

110 Project documents

- **Document type:** Specification.
- **Title:** World Museum - External LED Lighting Installation
- **Reference:** 6017
- **Status:** Tender.
- **Format:** Electronic.
- **Provision:** Provided.

110 A Project documents

- **Document type:** Contract Drawings.
- **Title:** Appendix A - Tender/Contract Drawings included in Specification Appendix A
- **Reference:** 6016
- **Status:** Tender.
- **Format:** Electronic.
- **Provision:** included in Specification Appendix A, individual drawings issued electronically

00-05-15 Works terminology

110 Terminology

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

210 Description terminology

- **Attendance:** Includes
The use of the Main Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant,
The provision of temporary lighting of an equivalent brightness to the finished lighting brightness,
The provision of water,
The clearing away of rubbish and paying all charges in connection with its disposal, the provision of secure hard standing space for the sub-contractor's own offices, plant and material storage,
The use of standing mess rooms, sanitary accommodation and welfare facilities and
The provision of all Health and Safety facilities and all Fire Safety precautions, services, equipment, signage, facilities, Marshalls and the like necessary to comply with the relevant parts of the Joint Fire Code.
Additional requirements should be described as 'Special attendance'.
- **Building Manual:** A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.
- **Construction Work:** Permanent work together with temporary work.
- **Contractor:** The party who undertakes to perform the services, supply goods or carry out work defined in a contract. Includes Main Contractor, Prime Contractor, Supplier, Service provider, Builder, Subcontractor, etc. as the context dictates, which may be defined terms in certain standard contract forms.
- **Contractor's choice:** Selection delegated to the Contractor, but liability to remain with the specifier.
- **Contractor's design:** Design to be carried out or completed by the Contractor, supported by appropriate contractual arrangements, to correspond with specified requirements.
- **Cost:** The amount paid or given by one party to another in exchange for goods, work or services.
- **Designer:** A person carrying out design on a project.
- **Deviation:** Difference between a specified dimension or position and the actual dimension or position.
- **Employer:** The party to the Contract for whom the goods, work or services are provided. Includes Client (in consultancy contracts and CDM Regulations), the Employer, Building owner or Purchaser (in construction contracts), the Developer (in development agreements and funding agreements), or the 'Main' contractor in contractor/ subcontractor agreements - which may be defined terms in certain standard contract forms
- **Estimate:** An approximate evaluation of either 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 body under whose name the particular product, component or system is marketed.
Product reference - the proprietary brand name and/ or reference by which the particular product, component or system is identified.
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 requires another to design and/or build.
- **Schedule of rates:** The subdivision of product and execution prices by a pre-determined unit basis.
- **Schedule of Work:** The subdivision of work items by a pre-determined classification. Can form the basis of a pricing document where Bills of Quantities are not used.
- **Schematic:** A drawing of a system showing components, products, systems and their interconnections.
- **Site equipment:** The Contractor's apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works and the remedying of defects.
Includes Appliances, vehicles, consumables, tools, temporary work, scaffolding, cabins and other site facilities.
Excludes: Temporary work, Employer's products and equipment or anything intended to form or forming part of the permanent Works.
- **Specification:** Written description of requirements.
- **System:** Products, components, equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- **Temporary work:** Incidental work to undertaken during construction but not intended to form part of the completed work.

310 Activity terminology

- **Advise:** See 'Communicate'.
- **Agree:** See 'Communicate'.
- **Approve:** Record conformance of work to specified criteria by giving formal or official sanction.
- **Communicate:** Includes advise, inform, agree, confirm, notify, seek or obtain information, consent or instructions, or make arrangements.
- **Confirm:** See 'Communicate'.
- **Ease:** Adjust moving parts of designated products, systems or work to achieve free movement and good fit in open and closed positions.

- **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include labour, materials and site equipment for that purpose.
- **Give notice:** Communicate in writing to the person administering the Contract at the address listed therein.
- **Inform:** See 'Communicate'.
- **Keep for recycling:** As 'keep for use' but relates to a naturally occurring material rather than a manufactured product.
- **Keep for reuse:** Do not damage designated products, systems or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or Purchaser, or for use in the Works as instructed.
- **Make good:** Execute local remedial work to designated work. Make secure, sound and neat.
- **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- **Notify:** See 'Communicate'.
- **Quote:** Use 'Estimate'.
- **Recycle:** Collect, sort, process and convert discarded or recovered components into raw materials for use in the creation of new products.
- **Refix:** Fix previously removed products.
- **Remove:** Disconnect, dismantle as necessary and take out the designated products or work, together with associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Removal of a system includes this work.
- **Remediate:** Action or measures taken to lessen, clean-up, remove or mitigate the existence of hazardous materials existing on a property; in accordance with standards, specifications or requirements as may be required by statutes, rules, regulations or specification.
- **Repair:** Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and replacement.
- **Replace:** Supply and fix new products matching those removed. Execute work to match the original new state of that removed.
- **Reuse:** Recover components to be fixed or used in the project or other buildings without the requirement for recycling.
- **Submit:** Deliver an item in a specified format to a specified person within a specified timeframe.
- **Submit proposals:** Submit information in response to specified requirements.
- **Supply and fix:** Supply of products, components or systems to be fixed, together with their fixing.

00-05-20 Project participants

110 Project participants

- **Company:**
 - **Name:** National Museums and Galleries on Merseyside
 - **Address:** 127 Dale Street, Liverpool, L2 2JH
 - **Telephone number:** 0151 478 4637
- **Contact:**
 - **Name:** Mark Howells
 - **Telephone number:** 0151 478 4637
 - **Email address:** mark.howells@liverpoolmuseums.org.uk
- **Title:** Employer/Project Manager

110 A Project participants

- **Company:**
 - **Name:** Cunliffes Ltd
 - **Address:** Claire Court, Oriel Rd, Bootle, Liverpool L20 7AD
 - **Telephone number:** 0151 944 2030
- **Contact:**
 - **Name:** Phil Welch
 - **Telephone number:** 0151 944 2030
 - **Email address:** philw@cunliffes.com
- **Title:** Contract Administrator

00-05-70 Project location

110 Project location

- **Details:** World Museum
- **Address:**
 - **Street:** William Brown St
 - **City:** Liverpool
 - **Post code:** L3 8EN

150 Surrounding land and building uses

- **Surrounding land uses or activities:** The surrounding areas are heavily used by tourists and general pedestrians and the access to the site for parking will be restricted

170 Access

- **Details:** Safe and secure access routes are to be agreed with the Employer before commencement of works on site.
Refer to the CDM Pre-Construction Information for further details.
- **Limitations:** There will be no space available for parking of contractor's vehicles within the site compound and they must not be parked on surrounding pedestrianised areas around the Museum building. Allow for parking using publicly available parking spaces.

170 A Access

- **Specific Employer Requirements:** Comply with the following NML documents:
 - Security Instructions for Contractors
 - NML Supplemental Conditions
 - Safety Guidelines for Contractors
- **Plant/Switchgear Rooms:** A site specific induction for the contractor will be required in relation to accessing plant rooms for switch gear and ventilation controls etc. Representatives from the main contractor and any sub-contractors will be required to attend a site specific induction designed to inform contract staff on the locations of and access procedures to various plant/switch gear rooms within the Museum. The induction will be carried out by MOL Mechanical and Electrical Staff so key contract staff can familiarise themselves with the locations of the plant/switch gear rooms and the equipment contained within these rooms. Access to these rooms will be strictly controlled on site to prevent unauthorised entry.

00-10-70 Works Contract Content

120 The Works

- **Details:** The design and installation of colour change LED lights to the front facade of the museum alongside the Byrom Street elevation, William Brown Street Elevation from the lower Moat Area, Behind the Meadow Area and within the colonnade area of the Old Entrance to the Museum.

130 Work by others concurrent with the Contract

- **Details:** Base Build construction works to Exhibition Areas and Horseshoe Gallery
- **Timescale:** Concurrent

130 A Work by others concurrent with the Contract

- **Details:** Fit-Out works to Exhibition Areas and Horseshoe Gallery
- **Timescale:** Concurrent

130 B Work by others concurrent with the Contract

- **Details:** HVAC alteration works to the Horseshoe Gallery
- **Timescale:** Concurrent

130 C Work by others concurrent with the Contract

- **Details:** Security and Fire Alarm alteration works to Exhibition Areas and Horseshoe Gallery
- **Timescale:** Concurrent

130 D Work by others concurrent with the Contract

- **Details:** Alterations to CCTV camera locations/targeting in Exhibition Areas and Horseshoe Gallery
- **Timescale:** Concurrent

00-20-70 Works contract

JCT Intermediate Building Contract with contractor's design (ICD)

- **The Contract:** JCT Intermediate Building Contract with contractor's design, 2011 Edition, incorporating Amendment 1, March 2015 and New Rules of Measurement Update, August 2012.
- **Requirement:** Allow for the obligations, liabilities and services described.

The Recitals

The Works (First Recital)

- **The Works comprise:** The design and installation of colour change LED lights to the front facade of the museum alongside the Byrom Street elevation, William Brown Street Elevation from the lower Moat Area, Behind the Meadow Area and within the colonnade area of the Old Entrance to the Museum.
- **Location of the works:** World Museum, William Brown St, Liverpool, L3 8EN

Contractor's designed portion (Second Recital)

- **The Works include the design and construction of:** All electrical containment and routes for electrical wiring will be designed by the contractor. Where possible this is to follow existing routes and locations however there will be areas this may not be possible. When not following additional locations, wiring and containment is to remain hidden and out of sight, taking into account the Grade II* Listed building status of the World Museum and the listed building consent required to have any additional visible services to the facade.
Any additional Wiring and services required to the front facade is to be subject of approval by the CA.

Contract drawings (Third Recital)

- **Contract drawings:** See section 00-05-10/110A

Other documents supplied by the Employer (Fourth Recital)

- **Documents:** The Specification.
- **Named person:** The whole of the text referring to a named person as a subcontractor will not be deleted.

Pricing by the Contractor (Fifth Recital - (A))

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

Information release schedule (Ninth Recital)

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

Division of the Works into sections (Eleventh Recital)

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

The Articles

Architect/ Contract Administrator (Article 3)

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

Quantity Surveyor (Article 4)

- **Quantity surveyor:** Cunliffes Ltd

Principal Designer (Article 5)

- **Principal Designer:** Will be the Contractor following commencement of the Contract.

Principal Contractor (Article 6)

- **Principal Contractor:** Will be the successful Base Build Contractor (yet to be appointed)

Legal proceedings (Article 9)

- **Amendments:** none

Incorporation of Amendment 1 (CDM regulations) - Article 10

- **Add as Article 10:** The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to and amended by Amendment 1(CDM Regulations), March 2015

Incorporation of Special Conditions - Article 11

- **Add as Article 11:** The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Special Conditions annexed hereto

Contract particulars

Part 1: General

Employer's Requirements (Fourth Recital)

- **Employer's Requirements:** Are included in Section 2 of the Specification and on the Tender Drawings

Contractor's Proposals (Sixth Recital)

- **Contractor's Proposals:** Required.

CDP Analysis (Sixth Recital)

- **CDP Analysis:** Required.

Construction industry scheme (CIS) (Eighth Recital and clause 4.5)

- **Employer at the Base Date:** Is a 'contractor' for the purposes of the CIS.

CDM Regulations (Tenth Recital)

- **The project:** Is notifiable.

Framework Agreement (Twelfth Recital)

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

Supplemental provisions (Thirteenth Recital and Schedule 5)

- **Collaborative working:** Paragraph 1 applies.
- **Health and safety:** Paragraph 2 applies.
- **Cost savings and value improvements:** Paragraph 3 does not apply.
- **Sustainable development and environmental considerations:** Paragraph 4 applies.
- **Performance indicators and monitoring:** Paragraph 5 does not apply.
- **Disputes:**
 - **Notification and negotiation:** Paragraph 6 applies.
 - **Employer's nominee:** The Contract Administrator.
 - **Contractor's nominee:** Submit with tender.
 - **Replacement nominees:** As each party may notify to the other from time to time.

Arbitration (Article 8)

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

Base Date (Clause 1.1)

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

Date for completion of the Works (Clause 1.1)

- **Date for completion of the Works:** 31st January 2018

Addresses for service of notices (Clause 1.7)

- **Employer:**
 - **Address:** 127 Dale Street, Liverpool, L2 2JH
 - **E-mail:** mark.howells@liverpoolmuseums.org.uk
- **Contractor:**
 - **Address:** tbc
 - **E-mail:** tbc

Date of possession of the site (Clause 2.4)

- **Date of Possession of the site:** On or before 15th January 2018

Deferment of possession of the site (Clause 2.5)

- **Clause 2.5:** Applies.

- **Period of deferment (maximum):** six weeks.

Liquidated Damages (Clause 2.23.2)

- **Damages:**

- **Rate:** 5% of the contract sum for the first day;
and 1% of the contract sum per day thereafter;

subject to the maximum amount of liquidated damages being capped at the sum of 10% of the contract sum.

Rectification period (Clause 2.30)

- **Period:** Twelve months from the date of practical completion of the Works.

Contractor's designed portion (Clause 2.34.3)

- **Limit of Contractor's liability for loss of use:** unlimited.

Advance payment and advance payment bond (Clause 4.6)

- **Advance payment:** Clause 4.6 does not apply.

Interim payments due dates (Clause 4.7.1)

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

Interim payments percentages of value (Clause 4.8.1)

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

Listed items - uniquely identified (Clause 4.9.4)

- **Listed items - uniquely identified:** This entry in the Contract Particulars will be deleted.

Listed items - not uniquely identified (Clause 4.9.5)

- **Listed items - not uniquely identified:** This entry in the Contract Particulars will be deleted.

Contribution, levy and tax fluctuations (Clause 4.15 and Schedule 4)

- **Schedule 4 (Fluctuations Option):** Will be deleted.

Contractor's insurance - injury to persons or property (Clause 6.4.1.2)

- **Insurance cover:** For any occurrence or series of occurrences arising out of one event.
- **Amount:** Ten Million Pounds.

Insurance - liability of Employer (Clause 6.5.1)

- **Insurance:** Not required.

Insurance of the Works - insurance options (Clause 6.7 and Schedule 1)

- **Schedule 1:** None of insurance options A, B or C applies, Government Policy of non-insurance as it applies to the Employer. Any claim will be dealt with on its own merits and on a basis of strict liability

Terrorism cover (Clause 6.10 and Schedule 1)

- **Details of cover:** Pool Re Cover is not required.

Joint Fire Code (Clause 6.12)

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

Contractor's Design Portion - Professional Indemnity Insurance (Clause 6.16)

- **Level of cover:**
 - **Indemnity required:** Relates to claims or series of claims arising out of one event.
 - **Amount:** Five Million Pounds.
- **Cover for pollution and contamination claims:** Is required, with a limit of indemnity of five million pounds.
- **CDP Professional Indemnity Insurance:**
 - **Expiry of required period:** 12 Years.

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

- **Period of suspension:** 2 months.

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

- **Period of suspension:** 2 months.

Adjudication (Clause 9.2.1)

- **The Adjudicator:** To Be Appointed By Nominating Body.
- **Nomination:** Required where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established).
- **Nominating body:** The Royal Institution of Chartered Surveyors.

Part 2: Collateral Warranties

Purchaser and Tenant Warranties (Part 2(A) Clauses 7.4 and 7.6)

- **Identity:** Purchaser or Tenant in whose favour collateral warranties may be required.

- **Name, class or description of person:** The Contractor shall whenever required to do so by the Employer promptly execute and deliver a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the terms of the draft Contractor's warranty contained in Appendix 1 of the NML Special Conditions appended to these Preliminaries.

Collateral Warranties from Subcontractors (Part 2 (E))

- **Part 2(E):**
 - **Conditions:** Clauses 3.5 and 3.6 of the Contract.
 - **Collateral warranties:** Will be required from the following subcontractor or categories of subcontractor.
 - **Name or category:** Any subcontractor undertaking design work.
 - **Types:** Bespoke Sub-Contractor Warranty as template included in Appendix 2 of the NML Special Conditions appended to these Preliminaries
 - **Professional Indemnity insurance:**
 - Level:** Relates to claims or series of claims arising out of any one event.
 - Amount:** Two Million Pounds.
 - Period:** 12 Years.

The Conditions

Special Conditions

- **Generally:** refer to and incorporate NML Special Conditions annexed hereto

Section 1 (Definitions and Interpretation)

Applicable law (Condition 1.11)

- **Amendments:** none

Section 2 (Carrying out the Works)

Section 3 (Control of the Works)

Named subcontractors (Condition 3.7)

Section 4 (Payment)

Section 5 (Variations)

Section 6 (Injury, Damage and Insurance)

Section 7 (Assignment and Collateral Warranties)

Section 8 (Termination)

Section 9 (Settlement of Disputes)

Execution

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

Contract Guarantee Bond

- **Contract Guarantee Bond:** is not required.

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. Particular attention is drawn to the need to provide complete information including Tender Method Statements with the Tender. Failure to comply may result in a NIL score for the Quality Assessment.
- **Costs:** No liability is accepted for costs incurred in the preparation of a Tender.

120 Preliminary Enquiry

- **Details:** Previously undertaken prior to tender documentation being sent out.

130 Tenders to be invited

- **Number of tenders to be invited (maximum):** 3

160 The Invitation to Tender

- **Form:** Tender Cover Letter.
- **Location of Tender documents:** Electronic Format to be issued via www.WeTransfer.com

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.
- **Number of hardcopy documents provided:** One to each contractor if requested

180 Tender queries

- **Notification requirements:** Give notice in writing to the Issuing Authority via email (Ian.Lindsay@liverpoolmuseums.org.uk) (with a copy to the Quantity Surveyor) as soon as possible and not less than three working days before the date for return of Tenders.

190 Tender instructions

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

210 Pricing

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

220 Site visit

- **Nature of the site:** Ascertain before Tendering, including access thereto and local conditions and restrictions likely to affect the execution of the Work.
- **Arrangements for visit:** Arrange via the Museum Estates team
Bernard.Connolly@liverpoolmuseums.org.uk

230 Return of Tender

- **Return of Tender:**
 - **Destination:** Tenders@liverpoolmuseums.org.uk
 - **Time and date:** 12 noon Monday 2 October 2017
 - **Format:** The bidder must provide a full submission by email. Bids should be in Microsoft Word, Excel or PDF format.
 - **Special procedures:** The submission must be made to Tenders@liverpoolmuseums.org.uk. To ensure that your submission is successful you should ensure that each email is less than 8Mb. Emails should be titled "xxx Name - External LED Lights Installation". If multiple emails are sent the header should indicate they are "Part x of xx".
Bid submissions must be received no later than Noon on 2nd October 2017. Any response received after this date and time may be discounted from further consideration. Any requirement that the bidder might have for proof of delivery is at the bidder's discretion and cost.
- **Documents to be returned with the Tender:** Fully priced Specification document; Form of Tender; Confirmation of agreement with NML Procurement Protocol
- **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:** All.
 - **Assessment criteria:** Most economically advantageous.
 - **Assessment model details:** The Assessment Model will be 70% Financial / 30% Quality; Tender Method Statements will be used for the Quality assessment, with individual Method Statements weighted as described elsewhere in these documents.
- **Alternative Tenders:**
 - **Submission:** Permitted in conjunction with compliant tender.
 - **Basis:** Design based alternatives to adopt innovative ways of mitigating the time risk associated with the project.
Alternative designs must be **equivalent to or exceed** the indicative design solution provided in the Employer's Requirements.
Note that any alternative tenders which are not submitted in conjunction with a compliant tender will be regarded as qualified and not considered further.

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:** in the event that all tenders received are in excess of the available budget for the Works.

410 Notification to Tenderers

- **Notification method:** Contractors will be notified in writing following completion of the tender analysis and formal appointment of the successful contractor.

00-40-70 Works Contract Establishment

ACCESS

110 Access to the site

- **Details:** Main access onto site will be via staircase 11. Safe and secure access routes are to be agreed with the Employer before commencement of works on site.
- **Limitations:** Shared use of the Goods lift will be permitted by prior arrangement with the building managers

110 A Access to the site

- **Details:** Comply with the following NML documents:
 - Security Instructions for Contractors
 - NML Supplemental Conditions
 - Safety Guidelines for Contractors

120 Use of the site

- **General:** Do not use the site for any purpose other than carrying out the contract work.

145 Traffic and vehicles

- **Limitations:** There will be no space available for parking of contractor's vehicles within the site compound and they must not be parked on surrounding pedestrianised areas around the Museum building. Allow for parking using publicly available parking spaces.

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

- **Position:** The Employer will establish a shared compound area within the NML Car Park at the rear of the Museum in Cuerden Street. Messing and canteen facilities will be provided by the Employer, either within the existing building or in temporary accommodation within the compound. There will be very limited space available for storage of materials and the Contractor shall arrange for materials to be delivered to site as and when required for immediate incorporation into the Works.

GENERAL INFORMATION

160 Cash flow forecast

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

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:** Within one week of request.

210 Considerate Constructors Scheme

- **Registration:** Before starting work, register the site with the Considerate Constructors Scheme and pay the appropriate fee.
- **Address:** Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
- Tel. 01920 485959.
- Fax. 01920 485958.
- Free phone 0800 7831423
- Web. www.ccscheme.org.uk
- E mail. enquiries@ccscheme.org.uk
- **Standard:**
 - **Minimum compliance level:** Very good.

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.

PROGRAMME

250 Programme

- **Master programme:** When requested and before starting work on site, submit in an approved form a master programme for the Works.
- **Include:**
 - **Information:** Design, production information and proposals provided by the Contractor, subcontractors or suppliers, including inspection and checking.
- **Planning:** Planning and mobilization by the Contractor.
- **Dates:** Earliest start and finish dates for each activity and identification of critical activities.

- **Engineering services:** Running in, adjustment, commissioning and testing of engineering services and installations.
 - **Instructions:** Work resulting from instructions issued in regard to the expenditure of provisional sums.
- **Concurrent work:** Work by or on behalf of the Employer and concurrent with the contract. The nature and scope of which, the relationship with preceding and following work and relevant limitations are suitably defined in the Contract Documents.
- **Exclusions:** Work that is not well defined: where and to the extent that the programme implications for this are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- **Number of copies:** One hard copy. One PDF copy. One electronic copy (in native form allowing analysis and manipulation in programming software).
- **Submittal date:** No later than 7 days after requested by the C.A.

280 Commencement of work

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

HEALTH AND SAFETY INFORMATION

300 Health and Safety information

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

320 Outline Construction Phase Health and Safety Plan

- **Content:**
 - **Provision of information:** Provide all information to the Principal Contractor within one week of request to enable an holistic, site-wide Health & Safety Plan to be developed.
Copy to CA.
 - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the Contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
 - **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.

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

330 Health and safety hazards

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

340 Preconstruction information

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

350 Execution hazards

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

360 Product hazards

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

- **Significant hazards:** Refer to Pre-Construction Information Pack included with the Tender Documents.

370 Construction phase health and safety plan

- **Provision of information:** Provide all information to the Principal Contractor within one week of request to enable an holistic, site-wide Health & Safety Plan to be developed. Copy to CA.
- **Delivery to the Client:** No later than one week before commencement on site.
- **Confirmation:** Do not start construction work until written confirmation is received that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- **Content:** Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan and the Preconstruction information.

MANAGEMENT AND STAFF

400 Management and staff – Contract minimum requirement

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

TEMPORARY ACCOMMODATION

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:** The Contractor may use an area set aside by the Employer.
The Contractor shall provide and maintain appropriate protection against damage to all finishes, fixtures, fittings and equipment if using these areas.

480 Parking

- **Details:** There will be no space available for parking of contractor's vehicles within the site compound and they must not be parked on surrounding pedestrianised areas around the Museum building. Allow for parking using publicly available parking spaces.

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:** Metered by the Contractor and charged to the Contractor.
- **Source:** To be confirmed.
- **Point of supply:** To be confirmed.
- **Conditions and restrictions:** To be confirmed.
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

530 Gas

- **Supply:** The Employer's mains may be used for the Works as follows:
- **Metering:** Metered by the Contractor and charged to the Contractor.
- **Source:** To be confirmed.
- **Point of supply:** To be confirmed.
- **Conditions and restrictions:** To be confirmed.
- **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:** Metered by the Contractor and charged to the Contractor.
- **Point of supply:** To be confirmed.
- **Available capacity:** To be confirmed.
- **Frequency:** 50 Hz, Alternating.
- **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 and Subcontractors and pay charges.
- **Responses:** Make arrangements (e.g. call diverts) to ensure that incoming calls are answered promptly.

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.

590 Meter readings

- **Charges for service supplies:** Where to be apportioned ensure that: Meter readings are taken by relevant authority at possession and/ or completion as

appropriate.
Copies of readings are supplied to interested parties.

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.

700 Use of permanent heating system

- **Permanent heating system:** May be used for drying out the Works and/ or services, and for controlling temperature and humidity levels.
- **Requirements:** Take responsibility for operation, maintenance and remedial work. Arrange supervision by and indemnification of the appropriate Subcontractors. Pay fuel and associated costs.

730 Mechanical plant – contract minimum requirement

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

TEMPORARY WORKS

760 Temporary works – contract minimum requirement

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

790 Name boards and advertisements

- **General:** Obtain approval, including statutory consents, and provide a temporary name board displaying:
Title of Project.
Name of Employer/ Purchaser.
Names of Consultants.
Names of Contractor and Subcontractors.
- **Special requirements:** Design to be approved prior to installation.

830 Surveying equipment

- **General:** Provide on site and maintain in accurate condition the following:
- **Equipment:** all necessary equipment.

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.
 - **Number required:** 3
- **High visibility waistcoats:** Provide.
 - **Standard:** To BS EN ISO 20471, Class 2.
 - **Number required:** 3
- **Safety boots:** Provide.
 - **Standard:** To BS EN ISO 20345, with steel insole and toecap.
 - **Number of pairs required:** 5 pairs various sizes.
- **Disposable respirators:** Provide.
 - **Standard:** To BS EN 149.FFP1S.
- **Eye protection:** Provide.
 - **Standard:** To BS EN 166.
- **Ear protection:** Provide.
 - **Standard:** Muffs to BS EN 352-1, plugs to BS EN 352-2.
- **Hand protection:** Provide.
 - **Standard:** To BS EN 388, 407, 420 or 511 as appropriate.

00-50-70 Works Contract Management

GENERALLY

SUPERVISION, COOPERATION AND COORDINATION

130 Supervision

- **Requirement:** The whole of the contract work and any significant parts must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality, progress and coordination.
- **Evidence:** Provide names, CV's, qualifications and any other documentary evidence.
- **Submittal date:** Within one week of request.
- **Replacement of supervisory personnel:** Give maximum possible notice before changing supervisory personnel.

140 Coordination of engineering services

- **Suitability:** Site organization staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- **Evidence:** Submit when requested CVs or other documentary evidence relating to the staff concerned.

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 two weeks.
- **Venue:** On site
- **Accommodation:** Ensure availability at the time of such meetings.
- **Attendees:** Contract Administrator, Contractor, Principal Designer, Principal Contractor, Quantity Surveyor
- **Chairperson:** Contract Administrator.

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

170 Progress report

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

180 Contractor's progress meetings

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

OPERATION

200 Employer's representatives inspections

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

230 Measurement

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

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.
- **Special requirements:** Please refer to NML Security Instructions and Safety Guidelines etc

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 museum building will remain occupied but not in the working areas. On occasions, NML staff may require to enter or pass through the working area and a protocol for this is to be agreed at the outset and agreed with the Principal Contractor.
- **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- **Overtime:** If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

300 Access control

- **Controlled areas:** Please refer to NML Security Instructions and Safety Guidelines etc
- **Control type:** Please refer to NML Security Instructions and Safety Guidelines etc
- **Authorized persons:** Submit a list of the names of persons requiring access together with other related information reasonably required.
- **Return of equipment:** On request or on completion of the work to which it relates.

310 Occupier's rules and regulations

- **Occupier's rules and regulations:** Comply.
- **Details:**
 - **Generally:** Please refer to NML Security Instructions and Safety Guidelines etc

370 Explosives

- **Use:** Not permitted.

390 Noise and vibration

- **Noise control:** In accordance with BS: Code of practice for noise and vibration control on construction and open sites. Noise,
- **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

- **Restrictions:** Obtain consent before using percussion tools and other noisy appliances.
Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.
- **Vibration:** Avoid damage to exhibits and casings arising from vibration

400 Pollution

- **Prevention:** Protect the site, the Works and the general environment including the atmosphere, land, and water courses against pollution.
- **Contamination:** If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

420 Pesticides

- **Use:** Not permitted.

430 Nuisance

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

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.

445 Antiquities

- **Requirement:** Report immediately fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- **Preservation:** Keep objects in the exact position and condition in which they were found.
- **Special requirements:** This does not include display exhibits!

450 Fire prevention

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

460 Smoking on site

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

470 Burning on site

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

480 Moisture

- **Wetness or dampness:** Prevent, where this may cause damage to the Works.

- **Drying out:** Control humidity and the application of heat to prevent:
Blistering and failure of adhesion.
Damage due to trapped moisture.
Excessive movement.

500 Infected timber and contaminated materials

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

510 Waste

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

520 Electromagnetic interference

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

540 Power actuated fixing systems

- **Use:** Not permitted.

550 Invasive species

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

580 Existing services

- **Confirmation:** Notify service authorities, statutory undertakers and/ or adjacent owners of proposed work not less than one week before commencing site operations.
- **Identification:** Before starting work, check and mark positions of mains and services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- **Work adjacent to services:** Comply with service authority's or statutory undertaker's recommendations.
Adequately protect, and prevent damage to services.
Do not interfere with their operation without consent of service authorities, statutory undertakers or other owners.
- **Identifying services:**
 - **Below ground:** Use signboards, giving type and depth.

- **Overhead:** Use headroom markers.
- **Damage to services:**
 - **Action:** Immediately give notice and notify appropriate service authority or statutory undertaker.
 - **Repair:** Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
- **Liability:** Measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's or statutory undertakers recommendations.

590 Roads and footpaths

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

630 Existing features

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

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.
- **Removal by Employer:**
 - **Timing:** Before work starts in relevant areas.
 - **Item:** Removal of free standing furniture and equipment

METHOD AND SEQUENCE

720 Method and sequence of work Restrictions

- **Specific limitations:** Agree phasing of works with Base Build contractor to ensure that the new plant room is completed in readiness for the plant installation.

750 Existing structures

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

760 Materials for recycling or reuse

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

790 Working hours

- **Specific limitations:** The Employer has arranged for extended working hours to be facilitated in order to mitigate time pressures on the various projects being undertaken. The following extended working hours are therefore available:

Monday - Friday: 8am - 8pm
Saturday: 10am - 4pm

Any additional costs which will be incurred by the Contractor in working during these extended hours are to be included within the tender and will not be chargeable as an additional cost.

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:** as required for ongoing operation and maintenance
 - **Drawings format:** electronic copies and source DWG file
- **Record specification:**
 - **Specification format:** Electronic
 - **Submittal date:** Two weeks after request.

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.

240 A Workmanship skills - approved installers

- **Element:** BMS installation / modifications
- **Requirement:** Must be carried out by NML Maintenance Contractor: CBRE Ltd (Contact details provided elsewhere.)

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.
- **Testing:** Not required.

SAMPLES AND APPROVALS

330 Samples

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

340 Approval of products

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

350 Approval of execution

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

ACCURACY AND SETTING OUT GENERALLY

370 Accuracy of instruments

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

380 Setting out

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

400 Critical dimensions

- **Critical dimensions:** Set out and construct the Works in accordance with the critical dimensions and tolerances stated.
- **Details:** Services/fittings etc mounted within or on the ceiling are to be returned to their original locations within a tolerance of +/- 300mm to allow for revised grid setting out

410 Setting out records

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

SERVICES GENERALLY

430 Services regulations

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

460 Electrical installation certificate

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

470 Gas, oil and solid fuel appliance installation certificate

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

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

550 Measures to establish acceptability

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

560 Quality control

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

630 Daywork vouchers

- **Notice:** Give reasonable notice to, and gain prior approval of, 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 following that in which the work has been done.

00-70-70 Works Contract Administration

USE OF DOCUMENTS

100 Freedom of information

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

110 Drawings

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

120 Cross references

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

130 Referenced documents - conflicts

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

140 Dimensions

- **Dimensions:** Do not scale.

160 Measured quantities

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

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

230 Additional copies of drawings and documents

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

DOCUMENTS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

260 Priced Activity Schedule

- **Submit:** With the tender.

350 Programme

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

380 Method statements

- **Method statements:** Prepare describing how and when the following procedures are to be carried out.
- **Procedures:** See Schedule included with Tender Documents
- **Submittal date:** With the tender.

410 Alternative time proposals

- **Alternative time proposals:** Not acceptable.

420 Design documents

- **Scope:** Include the following in the Contractor's Proposals.
- **Design drawings:** See Specification / Employer's requirements
- **Technical information:** See Specification / Employer's requirements
- **Submittal date:** See Specification / Employer's requirements

440 Quality control resource statement

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

470 Outline construction phase health and safety plan

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

490 Site Waste Management Plan

- **Development:** The person responsible for developing the plan will be the Contractor.
- **Content:** Identity of proposed Principal Contractor for the purposes of the Regulations.
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:** Within one week of request.

SUBLETTING AND SUPPLY

600 Domestic subcontracts - list

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

INFORMATION

740 Proposed instructions

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

750 Design and production information

- **Master programme:** Make reasonable allowance for completing design and production information, submission (including for CDM purposes), comment, inspection, amendment, resubmission and reinspection.
- **Design and production information:** Submit two copies, one could be returned with comments and this will be deemed to be a direction, notice or instruction under the Contract. Ensure that necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
- **Contractor's changes:** Support request for substitution or variation to the Employer's requirements with relevant information.
- **Final version of design and production information:**
 - **Format:** DWG and PDF.
 - **Submittal date:** Within one week of request.
- **Employer's amendments:** If considered to involve a variation to the Employer's requirements, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.

780 Contractor's design information

- **General:** Complete the design and detailing of parts of the Works as specified.
- **Provide:**

- **Production information:** Based on the drawings, specification and other information.
- **Liaison:** Ensure coordination of the work with related building elements and services and with concurrent Works being undertaken by Others..
- **Master programme:** Make reasonable allowance for completing design and production information, submission (including for CDM purposes), comment, inspection, amendment, resubmission and reinspection.
- **Submittal date:** Within one week of request.

800 Insurance

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

820 Insurance claims

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

830 Climatic conditions - records

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

840 Ownership of products

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

860 Labour and equipment returns

- **Records:** Provide for verification at the beginning of each week in respect of each of the previous seven days.
- **Include:**
 - **Labour:** The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or services, including those employed by subcontractors.
 - **Equipment:** The number, type and capacity of mechanical, electrical and power operated equipment employed in connection with the Works or service.

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):** Two days prior to overtime being worked.
- **Concealed work:** If executed during overtime for which notice has not been submitted, it may be required to be opened up for inspection and reinstatement at the Contractor's expense.

880 Defects in existing work report

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

890 Tests and inspection schedule

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

900 Commissioning programme

- **Submittal date:** Two weeks (minimum) before commissioning commences.
- **Format:** Electronic.

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.

00-80-70 Works Contract Completion

NOTIFICATION

100 Notice of completion

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

140 Partial possession by Employer

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

150 Completion in sections or in parts

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

COMPLETION WORK

170 Work before completion

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

180 Security at completion

- **General:** Leave the Works secure with, where appropriate, accesses closed and locked.

- **Keys:** Account for and adequately label keys. Hand over to the duly authorized person with an itemized schedule. Retain a duplicate schedule signed by that person as a receipt.

190 Rectification and defects

- **Notice:** Give reasonable notice for access to the various parts of the Works.
- **Access arrangements:** Arrange with NML Assistant Director of Estates
- **Completion:** Give notice when remedial works have been completed.

INFORMATION

240 The Building Manual

- **Purpose:** The Building Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It must provide an overview of the main design principles and describe key components and systems within the finished Works to enable proper understanding, efficient and safe operation and maintenance.
- **Scope:**
 - **Part 1:** General.
 - **Part 2:** Fabric.
 - **Part 3:** Services.
 - **Part 4:** The Health and Safety File
 - **Part 5:** Building User Guide.
- **Responsibility for production:** The Contractor - provide sub-manual to the Principal Contractor for incorporation into the whole project File
- **Date required:** Draft to be provided prior to Practical Completion of Section 1. Final version to be provided before completion of Section 2
- **Information provided by others:** Collate as the project develops
- **Compilation:** Prepare all information for Contractor designed or performance specified work including as-built drawings. Obtain or prepare all other information to be included in the Manual.
- **Reviewing the Manual:** Prepare and circulate a complete draft. Amend in the light of any comments and recirculate. Do not proceed with production of the final copies until authorized.
- **Final copies of the Manual:**
 - **Number of copies:** Two.
 - **Format:** 1 hard copy; 1 electronic copy
 - **Latest date for submission:** Final version to be provided before completion of Section 2
- **As-built/ record drawings and schedules:**
 - **Number of copies:** Two
 - **Format:** 1 hard copy; 1 electronic copy

250 The Health and Safety File

- **Responsibility for production:** The Principal Contractor
- **Content:** Refer to the Pre Construction Information Pack.

- **Format:** Electronic (PDF).
- **Delivery to:** The CA
- **Latest date for submission:** Draft to be provided prior to Practical Completion.

260 Content of the Building Manual part 1: General

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual:
- **Index:** List the constituent parts of the Manual, together with their location in the document.
- **The Works:** Description of the buildings and facilities.
Ownership and tenancy, where relevant.
Health and Safety information – other than that specifically required by the Construction (design and management) regulations
- **The Contract:** Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
Overall design criteria.
Environmental performance requirements.
Relevant authorities, consents and approvals.
Third party certification, such as those made by 'competent' persons in accordance with the Building Regulations.
- **Operational requirements and constraints of a general nature:** Maintenance contracts and contractors.
Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
Emergency procedures and contact details in case of emergency.
Other specific requirements.
- **Timescale for completion:** Draft to be provided prior to Practical Completion of Section 1. Final version to be provided before completion of Section 2

270 Content of the Building Manual Part 2: Building fabric

- **Content:** Not required

280 Content of the Building Manual Part 3: Building services

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

- **Product details:** Including for each item of plant and equipment:
Name, address and contact details of the manufacturer.
Catalogue number or reference.
Manufacturer's technical literature, including detailed operating and maintenance instructions.
Information and guidance concerning dismantling, repair, renovation or decommissioning.
 - **Operation:** A description of the operation of each system, including:
Starting up, operation and shutting down.
Control sequences.
Procedures for seasonal changeover.
Procedures for diagnostics, troubleshooting and faultfinding.
 - **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
 - **Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:** List for each item of plant, equipment, valves, etc. used in the installations, including:
Electrical circuit tests.
Corrosion tests.
Type tests.
Work tests.
Start and commissioning tests.
 - **Equipment settings:** Schedules of fixed and variable equipment settings established during commissioning.
 - **Preventative maintenance:** Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
 - **Lubrication:** Schedules of all lubricated items.
 - **Consumables:** A list of all consumable items and their source.
 - **Spares:** A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
 - **Emergency procedures:** For all systems, significant items of plant and equipment.
- **Timescale for completion:** Draft to be provided prior to Practical Completion of Section 1. Final version to be provided before completion of Section 2

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

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual, including:
Residual hazards and how they have been dealt with.
Hazardous materials used.
Information regarding the removal or dismantling of installed plant and equipment.
Health and safety information about equipment provided for cleaning or maintaining the structure.
The nature, location and markings of significant services.
Information and as-built drawings of the structure, its plant and equipment.
- **Information prepared by others:** As necessary
- **Timescale for completion:** Draft to be provided prior to Practical Completion.
- **Submit to:** The Principal Contractor.

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

- **Content:** Obtain and provide the following:
Building services information.
Emergency information.
Energy and environmental strategy.
Water use.
Transport facilities.
Materials and waste policy.
Re-fit/ re-arrangement considerations.
Reporting provision.
Training.
Links and references.
- **Timescale for completion:** Draft to be provided prior to Practical Completion.

320 Presentation of Building Manual

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

340 Information for commissioning of services

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

350 Training

- **Objective:** Before completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- **Level of training:** to be confirmed.
- **Time Allowance (minimum):** to be confirmed.

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:** Prior to Practical completion

410 Tools and consumables

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

SECTION 1

Schedule of Amendments to 2011 JCT Intermediate Form of contract with design

**THE BOARD OF TRUSTEES OF NATIONAL MUSEUMS AND GALLERIES ON MERSEYSIDE
(EMPLOYER)**

EXTERNAL LED LIGHTING INSTALLATION WORKS AT WORLD MUSEUM LIVERPOOL

**JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN 2011,
INCORPORATING AMENDMENT 1 (CDM REGULATIONS), MARCH 2015**

SPECIAL CONDITIONS

**Part 1
Amendments**

The Articles, Contract Particulars, Conditions and Schedules are amended as follows and shall be construed accordingly:

Articles of Agreement

Arbitration

8 Delete.

Incorporation of Amendment 1 (CDM Regulations)

10 Add as Article 10

'The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to and amended by Amendment 1 (CDM Regulations), March 2015.'

Incorporation of Special Conditions

11 Add as Article 11:

'The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Special Conditions annexed hereto.'

[Note: Article 11 to be endorsed on page 7 of the printed Intermediate form.]

Contract Particulars

Collateral Warranties

Part 2 Delete and substitute:

'See Special Conditions'.

Execution Provisions

The Articles are to be executed as a deed.

Conditions

Definitions

1.1 Delete the definitions of Finance Agreement, Funder, Purchaser and Tenant in the standard form.

1.1 Add the following definitions:

Change Control Process means the process (and the only process) by which the Employer will provide any authorisation for a Variation to the Works as set out at Appendix 3;

Force Majeure means (or force majeure) means any unpredictable occurrence which is beyond the responsibility and control of either Party, attributable either to the forces of nature or to other circumstances not confined in their effects wholly or principally to the Parties, any Employer's Persons or Contractor's Persons, the Site or the Works;

Group Company means any subsidiary company or holding company of an assignor, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in s 1159 Companies Act 2006, as amended, but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in s 1159(1)(a);

Mortgagee means a person having or acquiring a mortgage or charge over the Site or the Works or any part of the same;

Other Contractors means any persons employed engaged or authorised by the Employer to carry out works or provide supplies and/or services not forming part of this Contract, including (without limitation) any persons as may be specified in the Contract Documents;

Purchaser means a person having or acquiring a freehold interest in the Site or the Works or any part of the same, or a purchaser for a capital consideration of a leasehold interest;

Site means the site of the Works;

Tenant means a person having or acquiring a leasehold interest in the Site or the Works or any part of the same, other than a Purchaser;

Contracts (Rights of Third Parties) Act 1999

1.6 Delete and Substitute:

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

Notices

1.7.3A Add as clause 1.7.3A:

'Any notice, certificate or other communication (notice) to be given under Section 4 (Payment) may, in addition to any other permitted method of service, be delivered by hand or sent electronically to the email address of the addressee, provided, if sent by email and not delivered by hand, a copy is sent on the same day to the addressee by pre-paid first class post. Any notice served in accordance with this clause 1.7.3A takes effect as being given and served:

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

Effect of Final Certificate

1.9.1.1 Delete.

1.9.2 In line 2, after 'issued,' insert:

'or if any arbitration or other proceedings are commenced for the purpose specified in and within the period stated in clause 1.9.3,'.

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

Materials, goods and workmanship

2.2.1 Delete the second sentence of clause 2.2.1. Substitute:

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

Prohibited materials

2.2A Add as clause 2.2A:

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

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

Work not forming part of the Contract

2.7 Delete clause 2.7 and replace with the following wording:

2.7.1 The Contractor shall permit and facilitate the execution of work on the Site not forming part of the Works by the Other Contractors or as may be required by the Employer having regard to the progress of the Works and the Contractor shall provide access to the Site and the use

of thoroughfares, service ways and drainage to such persons. The Contractor shall fully and actively cooperate with all such persons and shall coordinate his work with them. The Contractor shall comply with all instructions issued by the Architect/Contract Administrator in respect of coordination of all work on site. The Contractor shall where necessary or where directed by the Employer arrange and/or attend meetings with the Other Contractors on the Site and shall ensure that no interruption, delay, impediment or interference is caused by or to such Other Contractors in or by the execution of the Works.

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

2.7.3 The Contractor shall not be entitled to any extension of time and/or loss and expense arising from any delay caused by any Other Contractors to the extent that such delay and/or loss and expense is caused or contributed to by the Contractor's breach of this clause 2.7.

Contractor's master programme

2.8A Add as clause 2.8A:

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

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

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

Materials and goods – on Site

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

Materials and goods – off Site

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

Relevant Events – instructions to open up work

2.20.2.3 Delete and substitute:

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

that an extension of time should be awarded in respect of such instruction given under clause 3.15;

Relevant Events – Suspension by Contractor

2.20.5 In line 1, after 'under clause 4.13' insert 'or clause 8.10.3'.

Relevant Events – Force Majeure

20.20.13 Delete and substitute:

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

Delay caused by Contractor's default

2.20A Add as clause 2.20A:

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

Practical completion

2.21A Add as 2.21A:

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

Liquidated damages for non-completion

2.23.2 Add at the end of clause 2.23.2:

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

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

Defects etc. – Relevant Part

2.27 Add at the end of clause 2.27:

'provided that the Architect/Contract Administrator shall not be required to issue such certificate any earlier than 14 days after the end of the Rectification Period applicable to such Relevant Part'.

Defects – rectification

2.30 In line 4 after 'Contractor' insert:

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

Defects requiring urgent attention

2.30A Add as clause 2.30A:

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

2.30B Add as Clause 2.30B:

'If the Contractor fails to comply with the Employer's instructions in accordance with clause 2.30 and/or 2.30A then the Employer may:

2.30B.1 instruct others to rectify the defect identified by the Employer's instruction under clause 2.30 and/or 2.30A; and

2.30B.2 the Employer may deduct and/or recover from the Contractor as a debt any and/or all costs, damages, losses, liabilities arising out of or in connection with the instructing of others to rectify the defects and/or carry out such works on behalf of the Contractor;

and in any event, the Contractor shall indemnify the Employer for all and/or any costs, losses, liabilities, damages whatsoever arising out of and in connection with the Contractor's failure to comply with instructions given pursuant to clause 2.30 and/or 2.30A.'

Defects etc. at Practical Completion

2.30C Add as clause 2.30C:

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

2.30D Add as clause 2.30D:

'During the Rectification Period, if any defects, shrinkages or other faults in the Works (or the rectification of the same) cause or contribute to the exhibition and/or gallery of which the Works form part to close, or be unable to open, the Contractor shall be liable to the Employer for all costs, expense, liability, losses, claims and damage suffered as a result of the closure or non-opening of the gallery and/or exhibition, including but not limited to the loss of ticket sales and the reimbursement of admission fees.'

Certificate of making good

2.31 Add to the end of clause 2.31:

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

CDP Design Work – copyright

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

2.33.3 Add as clause 2.33.3:

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

Design liability

2.34 Delete and substitute:

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

Person-in-Charge

3.2 Delete clause 3.2 and substitute:

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

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

Replacement of Architect etc.

3.4.1 Delete the second sentence of clause 3.4.1.

Named Sub-Contractors

3.7 In lines 3 and 4, delete “not later than 21 days” and replace with “forthwith”.

Instructions on Provisional Sums

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

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

Work not in accordance with the Contract

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

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

Instructions as to removal of work etc.

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

Payment for goods on Site – passing of property

4.8.1.2 Add before the semi-colon at the end:

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

Contractor's Interim Applications and Payment Notices

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

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

Interim payments – final date and amount

4.11.1 Delete '14 days'. Substitute '21 days'.

4.11.5 Delete the second sentence and substitute:

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

Pay Less Notices and general provisions

4.12.3 Delete and substitute:

'The Employer shall be under no fiduciary obligation with regard to the percentage of the total value not included in the amounts of the interim payments to be certified under clauses 4.7.2 (**Retention**); and any right of the Employer to deduct or to set off any amount

(whether arising under any express term or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies consist of or include any Retention.'

Loss and expense: Relevant Matters

4.18A Add as clause 4.18A:

'Notwithstanding any other provision, the Contractor shall not become entitled to the addition of any amount to the Contract Sum nor to any other financial adjustment under clause 4.17 in respect of any cost, loss or expense incurred by reason of any error, omission, negligence or default of the Contractor or of any sub-contractor or supplier or of any of his or their employees or agents.'

Variations

5.8 Add as clause 5.8:

"5.8.1 The Contractor shall comply with the Change Control Process and the Contractor shall not make or permit any Variation to the Works unless written authorisation has been obtained from the Employer/Contract Administrator in accordance with the Change Control Process. For the avoidance of any doubt, verbal instructions for a Variation given to the Contractor shall not be permitted and shall not be in accordance with the Change Control Process. The Contractor shall not be entitled to any extension of time or an addition to the Contract Sum in respect of any Variation for which the written authorisation of the Employer or of the Contract Administrator has not been obtained in accordance with the Change Control Process.

5.8.2 The Contractor shall ensure that its sub-contractors (including Specified Sub-Contractors) comply with the Change Control Process."

Liability of Contractor – personal injury or death

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

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

Liability of Contractor – injury or damage to property

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

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

Joint Names Policy

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

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

Government Policy of Non-Insurance

6.9A Add as clause 6.9A:

'In the event of any physical loss or damage being caused which would be covered by a policy of All Risks Insurance, the Contractor shall with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works. The Employer shall pay the Contractor the reasonable and properly incurred costs of the restoration, replacement or repair of such loss or damage and the removal and disposal of debris and such amounts shall be paid to the Contractor under certificates of the Architect/Contract Administrator at the intervals stated in clause 4.7.'

Assignment and Collateral Warranties

7.1 Delete the whole of Section 7 and substitute:

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

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

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

Termination – default by Contractor

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

Termination – insolvency of Contractor

8.5.1 Delete. Substitute:

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

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

'either Party'.

Termination – Contractor to vacate Site

8.6A Add as clause 8.6A:

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

Consequences of termination

8.7.4 Add at the end of clause 8.7.4:

'provided that if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of this clause 8.7.4 the Employer shall be deemed to have paid the same amount to procure the completion of the outstanding Works under clause 8.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract.'

Termination by Contractor – Default by Employer

8.9.1.1A Add as clause 8.9.1.1A:

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

Insolvency of Employer

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

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

8.10.3 Add at the end of clause 8.10.3:

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

Adjudication

9.2 Add at the end of clause 9.2:

'Provided that:

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

Arbitration

9.3–9.8 Delete clauses 9.3–9.8 inclusive.

Schedule 2 – Named Sub-Contractors

- 2 Delete paragraph 2.
- 3 Delete paragraph 3.
- 4 Delete paragraph 4.
- 5 Delete paragraph 5.
- 9 Delete paragraph 9.
- 10 In clause 10.1 on line 3, delete “, 8.2 or 9” and replace with “or 8.2”.
In clause 10.2.1 on line 4 delete “, 8.2 or 9” and replace with “or 8.2”.
In clause 10.2.4 on line 2 delete “, 8.2 or 9” and replace with “or 8.2”.
- 11 In clause 11.2 on line 3 delete “or paragraph 5.3”.

Schedule 4 – Fluctuations

- 9.2.1 Delete.

Part 2
Additional Conditions

The following additional conditions shall have effect:

A1. Contractor's warranty

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

A2. Sub-Contractors

A2.1 In the event that the Contractor appoints any sub-contractor(s) with a material design responsibility (each a "**Specified Sub-Contractor**"), each Specified Sub-Contractor shall be appointed by deed on terms to be approved by the Employer, and within 7 days after the appointment of a Specified Sub-Contractor the Contractor shall supply a complete certified copy of the sub-contract to the Employer along with evidence that the Specified Sub-Contractor maintains professional indemnity insurance in the amount required by the sub-contract.

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

A2.3 Whenever the Employer from time to time requires, the Contractor shall ensure that any Specified Sub-Contractor executes and delivers a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the form of the draft contained in Appendix 2, with such modifications (if any) as the Contractor or sub-contractor may propose and the Employer may approve.

A3. Site conditions

A3.1 The Employer gives no warranty or representation as to the condition of the Site or any adjoining property or any services in or under the site or as to the accuracy or sufficiency of any soils or survey data or other data contained in any document made available to the Contractor by the Employer, or as to any recommendations or conclusions made or reached in any such document.

A3.2 Clause A3.1 shall not affect the application or interpretation of clause 2.12 of the Conditions (Contract Bills).

A4. Project meetings

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

contractors or suppliers as are appropriate in the circumstances, and may be attended by representatives of the Employer and/or any of the Employer's consultants.

A5. Operations on Site

- A5.1 The Contractor shall provide to the Architect/Contract Administrator if and as the Architect/Contract Administrator requests in writing, details of the Contractor's proposals for the means of access to the Site during the construction period, vehicle parking facilities on Site, loading and unloading areas for materials, site compounds, temporary warning and direction signs on adjacent highways and any other similar information as to the Contractor's working arrangements. If necessary the Contractor shall amend such details to obtain the approval of the local planning authority or other relevant public authority having jurisdiction with respect to the Works.
- A5.2 The Contractor shall be wholly responsible for the design, adequacy, stability and safety of all temporary works required in and about the construction of the Works, save insofar as it is provided in any Contract Document that the design of any temporary works is to be provided by any member of the Employer's design team, in which case the Contractor shall not be responsible for the production or the adequacy of such design.
- A5.3 In and about the execution of the Works the Contractor shall maintain and not cause any interference to any support enjoyed by any adjoining land or any structures, other than any structures which are to be demolished as part of the Works.
- A5.4 The Contractor shall:
- (a) keep all enclosures around the Site clear of graffiti, posters and other unauthorised attachments, so far as is practicable;
 - (b) implement measures for the regulation of traffic to and from the Site including wheel-washing procedures and street cleaning and comply with any requirements of the police or highway authorities with regard to local traffic arriving at and departing from the Site;
 - (c) carry out the Works in such a manner as not to cause any trespass or actionable nuisance and as to cause as little noise, interference, inconvenience or disturbance to the public or to the owners and occupiers of adjoining property as is reasonably practicable;
 - (d) obtain for itself any licences required to oversail any land outside the Site boundaries; and
 - (e) make good or meet the cost of making good of all damage caused to roads, footpaths and property adjoining the Site and to any services, arising from the carrying out of the Works.

A6. As-built data and energy performance

- A6.1 At or before practical completion of the Works or any Section, the Contractor shall provide to the Employer an energy performance certificate and a recommendation report for the Works or Section, in conformity with regulation 29, Building Regulations 2010.

A6.2 At or before practical completion of the Works or any Section, the Contractor shall without charge provide to the Architect/Contract Administrator such draft as-built or final issue drawings, specifications and other details (in 3 copies) and draft service manuals (in 3 copies) as are specified in the Contract Documents, containing sufficient information to enable the Works or such Section to be properly maintained and operated.

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

A7. Confidentiality

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

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

A7.3 The Contractor shall ensure that any sub-contract and any appointment of a consultant entered into by the Contractor for the purposes of the Works contains the provisions in clauses A7.1 and A7.2 (*mutatis mutandis*) and shall take all reasonable steps to ensure that such provisions are enforced.

A8. Approvals

A8.1 No inspection, testing, approval or review and no omission to inspect, test, approve or review on the part of the Employer shall diminish any duty or liability hereunder of the Contractor.

A8.2 Whenever in these Special Conditions there is a reference to any approval by the Employer, such approval shall not be withheld or delayed without reasonable cause.

A9. Set-off

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

A10. Interpretation

In the case of any inconsistency between these Special Conditions and any other term of this Contract the Special Conditions shall prevail. In the case of any inconsistency between the Conditions and any other term of this Contract (except these Special Conditions) the Conditions shall prevail.

APPENDIX 1
Contractor's Warranty

APPENDIX 2

Specified Sub-Contractor Warranty

APPENDIX 3

Change Control Process

This document sets out the proposed process to be implemented on the project to identify and raise potential changes early in the construction process to eliminate the un-necessary and un-controlled growth of the project cost and to avoid potential delays to the project.

1 The Change Control Process

1.1 Definitions

- “Instruction” means, where the building contract is in the traditional form, an instruction issued by the Architect; or, if the building contract is in a design and build form, an instruction issued by the Employer’s Agent.
- “NML” means The Board of Trustees of National Museums and Galleries on Merseyside.
- “Project Manager” means Client/Consultant.
- “Project Team” means NML, the Professional Team (including any Architect, Principal Designer, Structural Engineer and Quantity Surveyor), the Principal Contractor and any sub-consultants/sub-contractors.

1.2 Introduction

The greatest risk for increased costs, disruption and programme delay revolve around change. It is recognised that some change(s) will be necessary and it is imperative that the process of change is managed so as to control the project within NML’s financial constraints. The Project Team are therefore required to:

- Implement and adopt the change control process. This process ensures that the cost and programme affects are clearly understood and approved prior to changes being implemented.
- Link the change control process to contingency management. This will ensure that where change threatens the project budget, compensatory savings are secured.
- Apply the process throughout the construction stage of the project.

1.3 Overview

The Change Control process will be managed by the Client/Consultant with the support of the Project Team.

No change will be implemented by the Design team or the Contractor unless written authorisation has been obtained from the Client through this process.

Change for the purpose of this process is defined as follows:

“Any movement or development in terms of design, specification, workmanship or construction method from the approved design and defined by the Contract and the drawings and specification listed therein.”

Effective change control requires input from all members of the Project Team and it is important to ensure that all members of the Team are fully aware of their responsibilities and are committed to implement the process.

1.4 Process

Changes can be originated by any organisation within the Project Team. One person from each organisation shall be nominated as their ‘Change Originator’ and will be responsible for all aspects of complying with process.

The project must be closely monitored in order that any changes, from whatever source, are identified.

The process for Change Control can be summarised as follows:

1. The Change Originator should firstly discuss the proposed change with NML in order to gain their approval that the change is to be considered further. It is however essential that the flow of information is not obstructed and it is the responsibility of all of the relevant parties to ensure that the momentum of the process is maintained.
2. The Change Originator must obtain a number for his Change Request. Numbers will be issued in sequence by the Client/Project Manager.
3. On the issued Change Request form, the Change Originator is required to complete, Originator (name & company), date, Description (of change) and Reason (for change).
4. The Change Originator then indicates in the distribution box those organisations that are to receive and comment on the proposed change. He then circulates this form for comment and facilitates appraisal by each of the recipients of the Change Request. The Change Originator then prepares a co-ordinated response from all relevant parties for submission to the contract administrator and the principal contractor, indicating a description of the proposed change, the reason for the change and the implications of the change, in the boxes provided. It is essential at this point that all of the effects of the change whether direct or indirect are identified. This information must be supplemented by drawings and other attachments as required.
5. Once submitted, contract administrator and the principal contractor will undertake an assessment of the likely commercial impact and affect on programme. Once again the contract administrator and the principal contractor must consider both the direct and

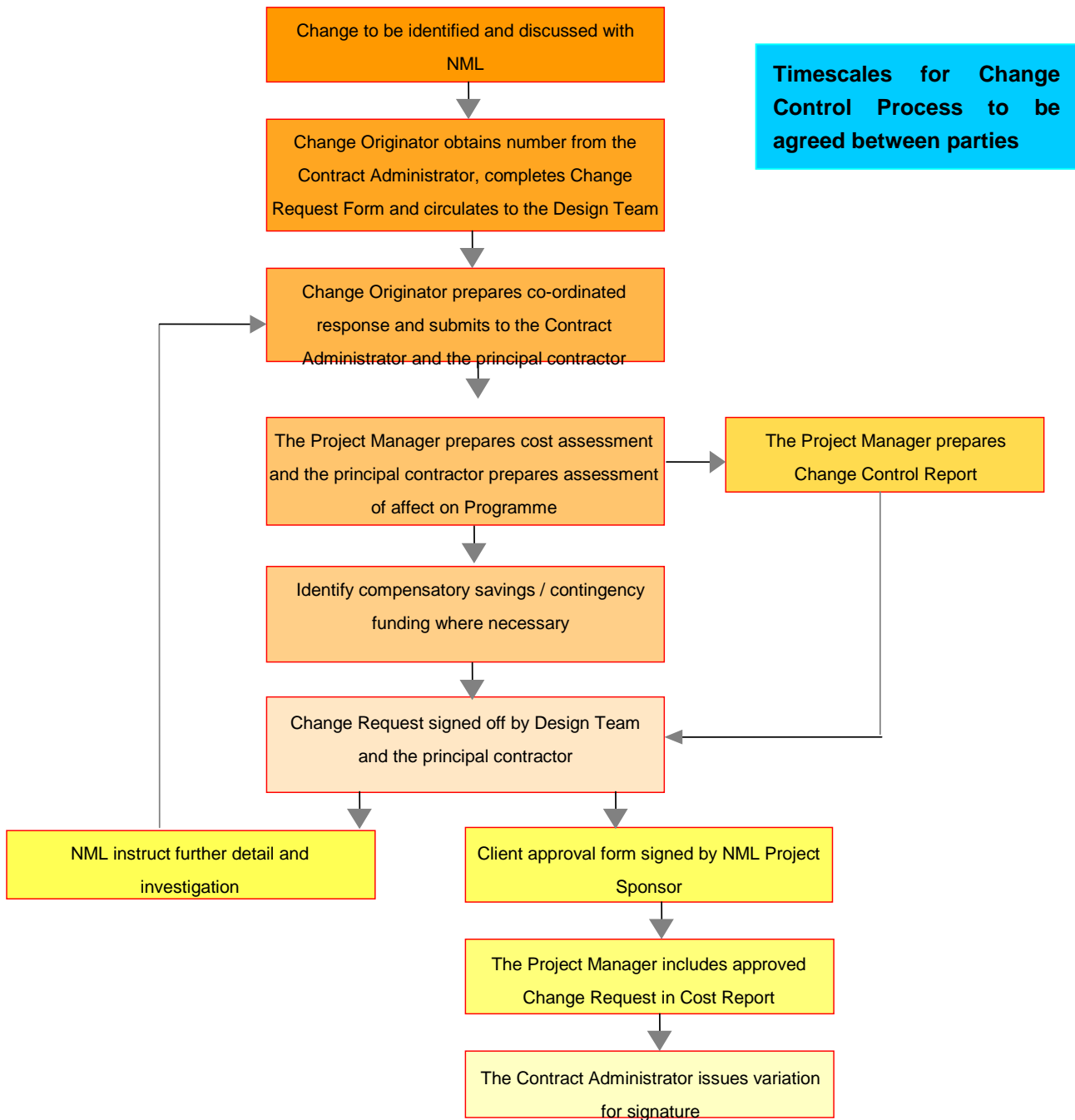
the indirect effect of the change. (Through the process outlined above cost and time assessments are based on the full co-ordinated implications of the change).

6. The cost and programme implications are indicated in the boxes provided and the source of funding the change i.e. contingency, VE or compensatory saving will be indicated by Contractor/Consultant / NML. All proposed changes will be included in the Change Control Report prepared by the Client/Consultants.
7. The Change Request is then signed off by the contract administrator and the principal contractor for approval by NML.

NO CHANGES SHOULD BE ACTIONED UNTIL THIS FORMAL PROCESS IS COMPLETED AND WRITTEN APPROVAL IS ATTAINED FROM THE PROJECT SPONSOR OR, IN THEIR ABSENCE, A FORMALLY DELEGATED NAMED PARTY.

8. The Change Control Status Report will be presented along with the Change Request Forms at formal monthly meetings, or more regularly as required.
9. The Change and its consequential impact, will be discussed and challenged at that meeting, agreed, revised or rejected by NML and if necessary, resubmitted at a subsequent stage.
10. If the Change is approved, the Change Request Form is signed by NML and an Contract Administrator Instruction can then be raised referenced back to the approved Change Control Form. Funds can only be drawn from the appropriate source once approval of the change is given.
11. Only in agreement with NML will Change Proposals be considered and approved outside of the formal Change Control meeting.

Change Control Process



CHANGE CONTROL FORM

REQUEST FOR CHANGE

Change Nr

Date Raised:	Date Response Required:			
Proposed Change:				
Proposed by: Designer/Client/Principal Contractor/Other				
<p>Effect to:</p> <p>Programme</p> <p>Resources</p> <p>Construction Cost</p> <p style="text-align: right; margin-right: 100px;">Omit</p> <p style="text-align: right; margin-right: 50px;">Add</p> <hr style="width: 20%; margin-left: auto; margin-right: 0;"/> <p style="text-align: right; margin-right: 10px;">ex VAT</p> <p>Net Add</p> <div style="border: 1px solid black; width: 80px; height: 20px; margin-left: auto; margin-right: 0;"></div> <p>Design Fee:</p>				
Designers Comments: See justification above				
Signed	For	Date		
.....			
Contractor's Comments: None				
Signed	For	Date		
.....			
Cost Managers Comments: The costs are considered fair and reasonable				
Signed	For	Date		
.....			
Client's Comments:				
Change APPROVED by National Museums Liverpool		<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">Yes</td> <td style="padding: 2px 10px;">No</td> </tr> </table>	Yes	No
Yes	No			
Signed	Project Sponsor	Date		
.....			

SECTION 1

Appendices to Preliminaries and General Conditions

Appendix 1

Deed of Collateral Warranty

Dated

(1) **[CONTRACTOR]**

and

(2) **[BENEFICIARY]**

and

(3) **[EMPLOYER]**

Deed of Collateral Warranty

Relating to a Building Contract in respect of a development at
[.....]



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THIS DEED is made the day of 201[]

BETWEEN:-

- (1) 'The Contractor' [.....] (Company No. [.....]) whose registered office is situate at [.....]; and
- (2) 'The Beneficiary' [.....] (Company No. [.....]) whose registered office is situate at [.....]; and
- (3) 'The Employer' [.....] (Company No. [.....]) whose registered office is situate at [.....].

WHEREAS:

- A The Employer wishes to carry out certain development works at [.....] (the "Development").
- B [The Employer has appointed the Contractor under a contract (the "Building Contract") dated [.....] to carry out the design and construction of works comprising the Development.]
- C The Beneficiary has an interest in the Development as [landlord / tenant / purchaser / funder] pursuant to a [lease / Building Contract / development agreement / purchase agreement / agreement for lease / funding agreement] dated [.....]

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

'Building Contract' means a contract dated [.....] entered into between the Employer and the Contractor incorporating the [.....] as further amended which has been placed with the Contractor in relation to the construction of the Works such forming part of the Development.

'Development' means the [] works on the Site.

'Deleterious Materials' means any products, substances or materials which:

- (a) do not conform with British and European Union Standards or Codes of Practice or good building practice or the publication entitled 'Good Practice in the Selection of Construction Materials 2011' authored by Hoare Lea and Partners and published by the British Council for Offices; or
- (b) are generally known to be deleterious to health and safety and/or the durability of buildings or structures in the particular circumstances in which they are used or specified for use; or
- (c) are known to be prohibited materials (either to health and safety or to the durability of the Works); or

- (d) contravene any relevant or standard code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice.

'Documents' means the designs, drawings, models, details, plans, calculations, specifications, surveys, reports and other similar or related documents and the designs contained in them, whether in hard copy or in electronic form, which have been or are hereafter prepared, written, originated or made by or on behalf of the Contractor for any purpose whatsoever in connection with the Development.

'Employer' means the person named as Employer in the Building Contract or any substitute Employer having all the benefits obligations and liabilities arising under the Building Contract due to, without limitation:-

- (i) the operation of a deed of novation;
- (ii) the exercise by a beneficiary of a collateral warranty of substitution provisions contained therein; or
- (iii) the operation of any substitution provisions contained in any other instrument.

'Practical Completion' means practical completion of the construction of the Works in accordance with the terms of the Building Contract.

'Site' means the land situate at and known as [.....].

'Statutory Requirements' means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Development or the performance of any obligations under this Deed and any regulation or bye-law of any local authority or statutory undertaker or equivalent or relative public body which has any jurisdiction with regard to the Development or with whose systems the Works are or are to be connected, any requirements relating thereto which may be stipulated as pre-requisites for the adoption of any services, drains, sewers, pipes, wires, cables, or other service transmission media by any such local authority, statutory undertaker or body (where the same are to be adopted) and any requirements of the fire officer.

'Works' means the work to be undertaken by the Contractor in relation to the Development more particularly described in the Building Contract.

1.2 In this Deed unless there is something in the subject or context inconsistent therewith:

- (a) where the expression 'Contractor' includes two or more persons, obligations expressed or implied to be made by or with any of such persons, shall be deemed to be made by or with such persons jointly and severally;
- (b) any reference to a statute shall include any statutory extension, or modification or re-enactment of such statute and any order instrument, plan, regulation, permission or direction made or issued thereunder or deriving validity therefrom;

- (c) the clause and paragraph headings in this Deed are for convenience only and shall not affect the construction in this Deed;
- (d) any reference to a clause sub-clause paragraph or appendix shall be a reference to the clause sub-clause or paragraph of or appendix to this Deed so numbered or named;
- (e) words importing the singular only shall include the plural and vice versa and words importing one gender shall be treated as including reference to any gender;
- (f) words importing the whole shall be treated as including reference to any part thereof.

2. CONTRACTOR'S OBLIGATIONS

2.1 The Contractor warrants and undertakes to the Beneficiary that:

- (a) subject to clause 2.1(b) the Contractor shall comply and has complied with the provisions to be complied with on the part of the Contractor contained in the Building Contract.
- (b) in all duties and obligations performed and to be performed pursuant to the Building Contract the Contractor has exercised and will continue to exercise the reasonable skill care and diligence to be expected of an appropriately qualified and competent contractor experienced in designing and constructing works of a similar size, scope, purpose and complexity as the Development.
- (c) subject to clause 2.1(b) the design of the Development to which the duties and obligations to be provided by the Contractor under the Building Contract relate will on Practical Completion and thereafter satisfy any performance specification or requirement expressly included or referred to in the Building Contract.
- (d) subject to clause 2.1(b) the design and specification of the Development to which the duties and obligations to be provided by the Contractor under the Building Contract relate have been undertaken using good up-to-date practice and shall ensure that its design shall comply with all Statutory Requirements and all planning permissions, building regulations, approvals and other licences, approvals and consents of governmental, local, statutory or other authorities relating to the carrying out and use of the Development.
- (e) subject to clause 2.1(b), materials and goods for that part of the Development for which the Contractor has responsibility pursuant to the Building Contract will be specified to be of appropriate quality.
- (f) where the Contractor has agreed to carry out design and/or inspection duties and obligations pursuant to the Building Contract these will be undertaken with regard to seeing that the construction of the Development is being carried out generally in accordance with the Building Contract and the Statutory Requirements such that all workmanship manufacture or fabrication is or will be of the specified standard.

Provided that nothing in this clause shall imply any fitness for purpose obligation and, for the avoidance of doubt, any fitness for purpose obligation or warranty is specifically excluded.

- 2.2 Without prejudice to his obligations under the Building Contract or otherwise at law the Contractor warrants and undertakes to the Beneficiary that he has maintained at all times since he commenced work in respect of the Development professional indemnity insurance cover with a reputable insurer of at least [.....] million pounds (£[.....],000,000.00) in respect of each and every claim but subject to a separate annual aggregate limit of indemnity in respect of claims arising out of pollution contamination date recognition or asbestos that may be made against the Contractor in relation to defects or insufficiency of his duties and obligations.
- 2.3 The Contractor undertakes to the Beneficiary to maintain such insurance as detailed in clause 2.2 above for a period of 12 years from the date of Practical Completion of the Development provided that such insurance is generally available in the United Kingdom insurance market on commercially reasonable rates.
- 2.4 Any increase or additional premium required by insurers by reason of the Contractors own claims record or other acts or omissions particular to the Contractor shall be deemed to be within commercially reasonable rates.
- 2.5 The Contractor shall ensure that any sub-contractors engaged in relation to any such design of the Development shall carry appropriate insurance cover for such design.
- 2.6 The Contractor undertakes to the Beneficiary:
 - (a) upon written request from the Beneficiary to provide the Beneficiary with documentary evidence that such insurance has been renewed and remains in force;
 - (b) to inform the Beneficiary if such insurance ceases to be available and to fully cooperate with the Beneficiary with any measure required including obtaining single project indemnity cover and without limitation completing any proposal for insurance and associated documents and to obtain in respect of that period such reduced cover (if any) as is available to the Contractor at reasonable rates.
- 2.7 Subject to clause 2.1(b) the Contractor further warrants to and undertakes with the Beneficiary that it has not specified for use and shall not specify for use and shall use all reasonable skill and care consistent with the supervisory and inspection responsibilities to be undertaken as part of the duties and obligations to ensure that there shall not be used in the Works (unless authorised by the Employer in writing) any Deleterious Materials.
- 2.8 The Contractor shall notify the Beneficiary as soon as reasonably practicable if any materials that the Contractor has specified for the Development become classified as deleterious and/or prohibited in accordance with clause 2.7 before the completion of the Works.

3. DUTY OF CARE

The Contractor warrants that in addition to the warranty given under Clause 2 hereof he owes to the Beneficiary and will continue to owe to the Beneficiary a duty of care

equal to that which the Contractor now owes to the Employer pursuant to the Building Contract.

4. STEP-IN RIGHTS

- 4.1 The Contractor will, if so required by notice in writing given by the Beneficiary and (subject to clause 4.3), accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Development upon the terms and conditions of the Building Contract. Subject to clause 4.3 the Contractor shall assume that, between the Employer and the Beneficiary, the Beneficiary may give a notice under this clause and the Contractor shall not enquire whether the Beneficiary may give a notice under this clause. Further provided that in complying with this clause 4, the Contractor does not waive any breach of the Building Contract or default under the Building Contract by the Employer.
- 4.2 The Contractor further agrees that it will not without first giving to the Beneficiary not less than 21 days notice in writing exercise any right it may have to terminate the Building Contract or to treat the same as having been repudiated by the Employer or to discontinue the performance of any duties and obligations to be performed by the Contractor pursuant thereto. Such right to terminate the Building Contract or to treat the same as having been repudiated or discontinue performance shall cease if, within such period of notice and subject to clause 4.3, the Beneficiary shall give notice in writing to the Contractor requiring the Contractor to accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Development upon the terms and conditions of the Building Contract.
- 4.3 It shall be a condition of any notice given by the Beneficiary under clauses 4.1 or 4.2 that:
- (a) the Beneficiary or its appointee accepts liability for payment of monies payable to the Contractor under the Building Contract and for the performance of the Employer's obligations for payment of monies outstanding at the date of such notice;
 - (b) upon the issue of any notice by the Beneficiary under clauses 4.1 or 4.2, the Building Contract shall continue in full force and effect as if no right of termination on the part of the Contractor had arisen and the Contractor shall be liable to the Beneficiary and its appointee under the Building Contract in lieu of its liability to the Employer;
 - (c) if any notice given by the Beneficiary under clauses 4.1 or 4.2 requires the Contractor to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Contractor as guarantor for the payment of all monies from time to time due to the Contractor under the Building Contract from the Beneficiary's appointee.
 - (d) if the Contractor has given rights in relation to the Building Contract similar to those contained in this clause 4 to any other person then if both the Beneficiary and any such other person serve notice under clause 4.1 or 4.2 or its equivalent the notice served by the Beneficiary shall [prevail] [not prevail] [not prevail over any notice served by [Name] but prevail over any notice served by any other person.]

5. COPYRIGHT

- 5.1 Copyright and property in the Documents prepared or to be prepared by or on behalf of the Contractor or his sub-contractors shall remain vested in the Contractor or his sub-contractors, as the case may be. The Contractor hereby grants with full title guarantee to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to copy and use the Documents prepared or to be prepared by or on behalf of the Contractor or his sub-contractors and to reproduce the designs contained in them for any purpose whatsoever relating to the Development including, but without limitation the execution, completion, maintenance, letting, advertisement, reinstatement and repair of the Development. Such licence shall enable the Beneficiary to copy and use the Documents for the extension of the Development but such use shall not include a licence to reproduce the designs contained in it for any extension of the Development. Such licences shall be capable of sub-licence and transfer by the Beneficiary. The Contractor hereby undertakes to procure from his sub-contractors the grant of the necessary licences in favour of the Beneficiary to give effect to this clause 5.1. The Contractor shall not be liable for any use of any of the Documents for any purpose other than that for which the Documents were prepared or provided by the Contractor.
- 5.2 The Contractor hereby undertakes that it will not assert against the Beneficiary or any sub- licensee of the Beneficiary any right which the Contractor may have to be identified as author of any the Documents and the Contractor hereby waives any moral rights it has in the Documents (and if any of the Documents are prepared by any employee of the Contractor, the Contractor shall obtain a waiver and release of any moral rights in the Documents from such employee) and consents to acts or omissions of the Beneficiary which would without such waiver constitute a breach or infringement of such moral rights.
- 5.3 The Contractor shall be liable for and shall indemnify the Beneficiary against any and all legally enforceable and reasonably mitigated claims, proceedings, losses, liabilities, damage, costs and/or expenses the Beneficiary may suffer or incur in the event:-
- (a) that the rights granted by the Contractor pursuant to this clause are at any time determined by a court of law or advised by leading counsel to be invalid, ineffective or impaired in any way; and/or
 - (b) in the event of any claim or proceedings by any third party (whether upheld or not) that the exercise of the rights granted by the Contractor pursuant to this clause infringe the rights of such third party.
- 5.4 The Contractor shall supply copies of any Documents to the Beneficiary within 7 days of any reasonable request by the Beneficiary and the Beneficiary shall pay the Contractor's reasonable copying charges for such copies.

6. ASSIGNMENT

- 6.1 The benefit of all or any of the Contractor's obligations under this Deed and/or any benefit arising under or out of this Deed may be assigned by the Beneficiary without the consent of the Contractor but any assignment made pursuant to the provisions of Clause 6.2 shall not count as an assignment for the purposes of this clause 6.1.

- 6.2 The benefit of all or any of the Contractor's obligations under this Deed and/or any benefit arising under or out of this Deed may be assigned by the Beneficiary without the consent of the Contractor in respect of any assignment:-
- (a) by way of security; or
 - (b) to or from subsidiary or other associated companies within the same group of companies as the Beneficiary
- 6.3 The Contractor shall not without the prior written consent of the Beneficiary assign the benefit of or in any way transfer its obligations under this Deed.
- 6.4 The Contractor shall not be entitled to contend that any person, firm, company or body to whom this Deed or any benefit under this Deed is assigned in accordance with this Clause 6 is precluded from recovering under this Deed any loss incurred or sustained by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person, firm, company or body is an assignee and not a named promisee under this Deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any costs by reason of the disposal of any interest in the Development or that the Beneficiary or any intermediate Beneficiary has not suffered any or as much loss as such assignee.

7. NOTICES

- 7.1 Any notice to be given by the parties hereunder shall be deemed to be duly given if it is delivered by hand or sent by special delivery to the other party at its registered office or such other address as the party to be served shall have previously notified in writing and in the case of any such notices the same if sent by special delivery shall subject to proof of the contrary be deemed to have been received forty eight hours after being posted (excluding Saturday Sunday and Public Holidays) and if delivered by hand shall be deemed to have been received at the time of delivery.
- 7.2 Copies of all notices required by this Deed to be given either to the Beneficiary or the Contractor shall be sent simultaneously to the other parties to this Deed by the party giving the notice.

8. CONTINUING EFFECT AND LIMITATION PERIOD

Notwithstanding the completion of the Development the provisions of this Deed shall continue to have effect as between the Contractor and the Beneficiary for the period of twelve years from the date of Practical Completion of the Development. No proceedings shall be commenced against the Contractor under this Deed more than 12 years after the Date of Practical Completion of the Works as certified under the Building Contract.

9. THE EMPLOYER

The Employer has entered into this Deed to confirm its approval of the provisions hereof.

10. RELIANCE BY THE BENEFICIARY

The Contractor acknowledges that the Beneficiary shall be deemed to have relied upon the performance by the Contractor of the Contractor's obligations under the Building Contract.

11. LIABILITY

11.1 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Contractor including without prejudice to the generality of the foregoing any remedies for negligence.

11.2 The Contractor's duties and obligations to the Beneficiary hereunder shall be no greater and of no longer duration than the duties and obligations which he would owe to the Beneficiary had the Beneficiary been named as Employer under the Building Contract (but disregarding any defence in the nature of set-off and disregarding any counterclaim which the contractor might have had against the Employer in such circumstances).

11.3 The liability of the Contractor under this Deed shall not be released, diminished or in any other way affected by:

- (a) the appointment by the Beneficiary of any person to survey the Development or to monitor the carrying out of the Development or to inspect any documents relating to them on behalf of the Beneficiary or the failure to appoint such a person;
- (b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary; or
- (c) any other independent inquiry into any relevant matter which the Beneficiary may make or fail to make.

12. EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 ('the Act') shall not apply to this Deed such that none of the provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Act on any party who is not a party to this Deed.

13. LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to submit to the jurisdiction of the Courts of England and Wales.

14. SEVERABILITY

If any term or condition of this Deed is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Deed and the validity and enforceability of the remainder of this Deed shall not be affected or impaired thereby.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written

Executed as a Deed by)
CONTRACTOR)
acting by)

Director

Director/Secretary

Executed as a Deed by)
BENEFICIARY)
acting by)

Director

Director/Secretary

Executed as a Deed by)
EMPLOYER)
acting by)

Director

Director/Secretary

Appendix 2

Deed of Collateral Warranty

Dated _____

(1) [SUB-CONTRACTOR]

and

(2) [BENEFICIARY]

and

(3) [CONTRACTOR]

Deed of Collateral Warranty

Relating to a Sub-contract for the provision of [.....] works
relating to a development at
[.....]



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THIS DEED is made the day of 201[]

BETWEEN:-

- (1) 'The Sub-contractor' [.....] (Company No. [.....]) whose registered office is situate at [.....]; and
- (2) 'The Beneficiary' [.....] (Company No. [.....]) whose registered office is situate at [.....]; and
- (3) ['The Contractor' [.....] (Company No. [.....]) whose registered office is situate at [.....].]

WHEREAS:

- A The Employer wishes to carry out certain development works at [.....] (the '**Development**').
- B The Employer has appointed the Contractor under a contract dated [.....] (the '**Building Contract**') to carry out the construction of works comprising the Development.
- C The Contractor has appointed the Sub-contractor under a contract dated [.....] (the '**Sub-contract**') to carry out the construction of works comprising the Development.
- D The Beneficiary has an interest in the Development as [Employer / tenant / purchaser / funder] pursuant to a [Building Contract / development agreement / purchase agreement / agreement for lease / funding agreement] dated [.....]

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

'Building Contract' means a contract dated [.....] entered into between the Employer and the Contractor incorporating the [.....] as further amended which has been placed with the Contractor in relation to the construction of the Works such forming part of the Development.

'Development' means the [.....] of [.....] on the Site.

'Deleterious Materials' means any products, substances or materials which:

- (a) do not conform with British and European Union Standards or Codes of Practice or good building practice or the publication entitled 'Good Practice in the Selection of Construction Materials 2011' authored by Hoare Lea and Partners and published by the British Council for Offices; or
- (b) are generally known to be deleterious to health and safety and/or the durability of buildings or structures in the particular circumstances in which they are used or specified for use; or

- (c) are known to be prohibited materials (either to health and safety or to the durability of the Works); or
- (d) contravene any relevant or standard code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice.

'Documents' means the designs, drawings, models, details, plans, calculations, specifications, surveys, reports and other similar or related documents and the designs contained in them, whether in hard copy or in electronic form, which have been or are hereafter prepared, written, originated or made by or on behalf of the Sub-contractor for any purpose whatsoever in connection with the Development.

'Employer' means the person named as Employer in the Building Contract or any substitute Employer having all the benefits obligations and liabilities arising under the Building Contract due to, without limitation:-

- (i) the operation of a deed of novation;
- (ii) the exercise by a beneficiary of a collateral warranty of substitution provisions contained therein; or
- (iii) the operation of any substitution provisions contained in any other instrument.

'Practical Completion' means practical completion of the construction of the Works in accordance with the terms of the Building Contract.

'Site' means the land situate at and known as [.....].

'Statutory Requirements' means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Development or the performance of any obligations under this Deed and any regulation or bye-law of any local authority or statutory undertaker or equivalent or relative public body which has any jurisdiction with regard to the Development or with whose systems the Works are or are to be connected, any requirements relating thereto which may be stipulated as pre-requisites for the adoption of any services drains, sewers, pipes, wires, cables, or other services transmission media by any such local authority, statutory undertaker or body (where the same are to be adopted) and any requirements of the fire officer.

'Sub-contract' means a contract dated [.....] entered into between the Contractor and the Sub-contractor which has been placed with the Sub-contractor in relation to the construction of the Works such forming part of the Development.

'Works' means the work to be undertaken by the Contractor in relation to the Development more particularly described in the Building Contract.

1.2 In this Deed unless there is something in the subject or context inconsistent therewith:

- (a) where the expression 'Sub-contractor' includes two or more persons, obligations expressed or implied to be made by or with any of such persons, shall be deemed to be made by or with such persons jointly and severally;

- (b) any reference to a statute shall include any statutory extension, or modification or re-enactment of such statute and any order instrument, plan, regulation, permission or direction made or issued thereunder or deriving validity therefrom;
- (c) the clause and paragraph headings in this Deed are for convenience only and shall not affect the construction in this Deed;
- (d) any reference to a clause sub-clause paragraph or appendix shall be a reference to the clause sub-clause or paragraph of or appendix to this Deed so numbered or named;
- (e) words importing the singular only shall include the plural and vice versa and words importing one gender shall be treated as including reference to any gender;
- (f) words importing the whole shall be treated as including reference to any part thereof.

2. SUB-CONTRACTOR'S OBLIGATIONS

2.1 The Sub-contractor warrants and undertakes to the Beneficiary that:

- (a) subject to clause 2.1(b) the Sub-contractor shall comply and has complied with the provisions to be complied with on the part of the Sub-contractor contained in the Sub-contract.
- (b) in all duties and obligations performed and to be performed pursuant to the Sub-contract the Sub-contractor has exercised and will continue to exercise the reasonable skill care and diligence to be expected of an appropriately qualified and competent [.....] experienced in designing and constructing and maintaining works of a similar size, scope, purpose and complexity as the Development.
- (c) subject to clause 2.1(b) the design of the Development to which the duties and obligations to be provided by the Sub-contractor under the Sub-contract relate will on Practical Completion and thereafter satisfy any performance specification or requirement expressly included or referred to in the Sub-contract.
- (d) subject to clause 2.1(b) the design and specification of the Development to which the duties and obligations to be provided by the Sub-contractor under the Sub-contract relate have been undertaken using good up-to-date practice and shall ensure that its design shall comply with all Statutory Requirements and all planning permissions, building regulations, approvals and other licences, approvals and consents of governmental, local, statutory or other authorities relating to the carrying out and use of the Development.
- (e) subject to clause 2.1(b), materials and goods for that part of the Development for which the Sub-contractor has responsibility pursuant to the Sub-contract will be specified to be of appropriate quality.
- (f) where the Sub-contractor has agreed to carry out design and/or inspection duties and obligations pursuant to the Sub-contract these will be undertaken

with regard to seeing that the construction of the Development is being carried out generally in accordance with the Building Contract and the Statutory Requirements such that all workmanship manufacture or fabrication is or will be of the specified standard.

Provided that nothing in this clause shall imply any fitness for purpose obligation and, for the avoidance of doubt, any fitness for purpose obligation or warranty is specifically excluded.

- 2.2 Without prejudice to his obligations under the Sub-contract or otherwise at law the Sub-contractor warrants and undertakes to the Beneficiary that he has maintained at all times since he commenced work in respect of the Development professional indemnity insurance cover with a reputable insurer of at least [.....] million pounds (£[.....],000,000.00) in respect of each and every claim but subject to a separate annual aggregate limit of indemnity in respect of claims arising out of pollution contamination date recognition or asbestos that may be made against the Sub-contractor in relation to defects or insufficiency of his duties and obligations.
- 2.3 The Sub-contractor undertakes to the Beneficiary to maintain such insurance as detailed in clause 2.2 above for a period of 12 years from the date of Practical Completion of the Development provided that such insurance is generally available in the United Kingdom insurance market on commercially reasonable rates.
- 2.4 Any increase or additional premium required by insurers by reason of the Sub-contractor's own claims record or other acts or omissions particular to the Sub-contractor shall be deemed to be within commercially reasonable rates.
- 2.5 The Sub-contractor shall ensure that any sub-sub-contractors engaged in relation to any such design of the Development shall carry appropriate insurance cover for such design.
- 2.6 The Sub-contractor undertakes to the Beneficiary:
 - (a) upon written request from the Beneficiary to provide the Beneficiary with documentary evidence that such insurance has been renewed and remains in force;
 - (b) to inform the Beneficiary if such insurance ceases to be available and to fully cooperate with the Beneficiary with any measure required including obtaining single project indemnity cover and without limitation completing any proposal for insurance and associated documents and to obtain in respect of that period such reduced cover (if any) as is available to the Sub-contractor at reasonable rates.
- 2.7 Subject to clause 2.1(b) the Sub-contractor further warrants to and undertakes with the Beneficiary that it has not specified for use and shall not specify for use and shall use all reasonable skill and care consistent with the supervisory and inspection responsibilities to be undertaken as part of the duties and obligations to ensure that there shall not be used in the Works (unless authorised by the Employer in writing) any Deleterious Materials.
- 2.8 The Sub-contractor shall notify the Beneficiary as soon as reasonably practicable if any materials that the Sub-contractor has specified for the Development become

classified as deleterious and/or prohibited in accordance with clause 2.7 before the completion of the Works.

3. DUTY OF CARE

The Sub-contractor warrants that in addition to the warranty given under Clause 2 hereof he owes to the Beneficiary and will continue to owe to the Beneficiary a duty of care equal to that which the Sub-contractor now owes to the Contractor pursuant to the Sub-contract.

4. STEP-IN RIGHTS

- 4.1 The Sub-contractor will, if so required by notice in writing given by the Beneficiary and (subject to clause 4.3), accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the Development upon the terms and conditions of the Sub-contract. Subject to clause 4.3 the Sub-contractor shall assume that, between the Contractor and the Beneficiary, the Beneficiary may give a notice under this clause and the Sub-contractor shall not enquire whether the Beneficiary may give a notice under this clause. Further provided that in complying with this clause 4, the Sub-contractor does not waive any breach of the Sub-contract or default under the Sub-contract by the Contractor..
- 4.2 The Sub-contractor further agrees that it will not without first giving to the Beneficiary not less than 21 days notice in writing exercise any right it may have to terminate the Sub-contract or to treat the same as having been repudiated by the Contractor or to discontinue the performance of any duties and obligations to be performed by the Sub-contractor pursuant thereto. Such right to terminate the Sub-contract or to treat the same as having been repudiated or discontinue performance shall cease if, within such period of notice and subject to clause 4.3, the Beneficiary shall give notice in writing to the Sub-contractor requiring the Sub-contractor to accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the Development upon the terms and conditions of the Sub-contract.
- 4.3 It shall be a condition of any notice given by the Beneficiary under clauses 4.1 or 4.2 that:
- (a) the Beneficiary or its appointee accepts liability for payment of monies payable to the Sub-contractor under the Sub-contract and for the performance of the Contractor's obligations for payment of monies outstanding at the date of such notice;
 - (b) upon the issue of any notice by the Beneficiary under clauses 4.1 or 4.2, the Sub-contract shall continue in full force and effect as if no right of termination on the part of the Sub-contractor had arisen and the Sub-contractor shall be liable to the Beneficiary and its appointee under the Sub-contract in lieu of its liability to the Contractor;
 - (c) if any notice given by the Beneficiary under clauses 4.1 or 4.2 requires the Sub-contractor to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Sub-contractor as guarantor for the payment of all monies from time to time due to the Sub-contractor under the Sub-contract from the Beneficiary's appointee.

- (d) if the Sub-contractor has given rights in relation to the Sub-contract similar to those contained in this clause 4 to any other person then if both the Beneficiary and any such other person serve notice under clause 4.1 or 4.2 or its equivalent the notice served by the Beneficiary shall [prevail] [not prevail] [not prevail over any notice served by [Name] but prevail over any notice served by any other person.]

5. COPYRIGHT

- 5.1 Copyright and property in the Documents prepared or to be prepared by or on behalf of the Sub-contractor or his sub-sub-contractors shall remain vested in the Sub-contractor or his sub-sub-contractors, as the case may be. The Sub-contractor hereby grants with full title guarantee to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to copy and use the Documents prepared or to be prepared by or on behalf of the Sub-contractor or his sub-sub-contractors and to reproduce the designs contained in them for any purpose whatsoever relating to the Development including, but without limitation the execution, completion, maintenance, letting, advertisement, reinstatement and repair of the Development. Such licence shall enable the Beneficiary to copy and use the Documents for the extension of the Development but such use shall not include a licence to reproduce the designs contained in it for any extension of the Development. Such licences shall be capable of sub-licence and transfer by the Beneficiary. The Sub-contractor hereby undertakes to procure from his sub-sub-contractors the grant of the necessary licences in favour of the Beneficiary to give effect to this clause 5.1. The Sub-contractor shall not be liable for any use of any of the Documents for any purpose other than that for which the Documents were prepared or provided by the Sub-contractor.
- 5.2 The Sub-contractor hereby undertakes that it will not assert against the Beneficiary or any sub- licensee of the Beneficiary any right which the Sub-contractor may have to be identified as author of any the Documents and the Sub-contractor hereby waives any moral rights it has in the Documents (and if any of the Documents are prepared by any employee of the Sub-contractor, the Sub-contractor shall obtain a waiver and release of any moral rights in the Documents from such employee) and consents to acts or omissions of the Beneficiary which would without such waiver constitute a breach or infringement of such moral rights.
- 5.3 The Sub-contractor shall be liable for and shall indemnify the Beneficiary against any and all legally enforceable and reasonably mitigated claims, proceedings, losses, liabilities, damage, costs and/or expenses the Beneficiary may suffer or incur in the event:-
 - (a) that the rights granted by the Sub-contractor pursuant to this clause are at any time determined by a court of law or advised by leading counsel to be invalid, ineffective or impaired in any way; and/or
 - (b) in the event of any claim or proceedings by any third party (whether upheld or not) that the exercise of the rights granted by the Sub-contractor pursuant to this clause infringe the rights of such third party.
- 5.4 The Sub-contractor shall supply copies of any Documents to the Beneficiary within 7 days of any reasonable request by the Beneficiary and the Beneficiary shall pay the Sub-contractor's reasonable copying charges for such copies.

6. ASSIGNMENT

- 6.1 The benefit of all or any of the Sub-contractor's obligations under this Deed and/or any benefit arising under or out of this Deed may be assigned by the Beneficiary without the consent of the Sub-contractor but the total number of assignments pursuant to this clause 6.1 shall not exceed three but any assignment made pursuant to the provisions of Clause 6.2 shall not count as an assignment for the purposes of this clause 6.1.
- 6.2 The benefit of all or any of the Sub-contractor's obligations under this Deed and/or any benefit arising under or out of this Deed may be assigned by the Beneficiary without the consent of the Sub-contractor in respect of any assignment:-
- (a) by way of security; or
 - (b) to or from subsidiary or other associated companies within the same group of companies as the Beneficiary
- 6.3 The Sub-contractor shall not without the prior written consent of the Beneficiary assign the benefit of or in any way transfer its obligations under this Deed.
- 6.4 The Sub-contractor shall not be entitled to contend that any person, firm, company or body to whom this Deed or any benefit under this Deed is assigned in accordance with this Clause 6 is precluded from recovering under this Deed any loss incurred or sustained by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person, firm, company or body is an assignee and not a named promisee under this Deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any costs by reason of the disposal of any interest in the Development or that the Beneficiary or any intermediate Beneficiary has not suffered any or as much loss as such assignee.

7. NOTICES

- 7.1 Any notice to be given by the parties hereunder shall be deemed to be duly given if it is delivered by hand or sent by special delivery to the other party at its registered office or such other address as the party to be served shall have previously notified in writing and in the case of any such notices the same if sent by special delivery shall subject to proof of the contrary be deemed to have been received forty eight hours after being posted (excluding Saturday Sunday and Public Holidays) and if delivered by hand shall be deemed to have been received at the time of delivery.
- 7.2 Copies of all notices required by this Deed to be given either to the Beneficiary or the Sub-Contractor shall be sent simultaneously to the other parties to this Deed by the party giving the notice.

8. CONTINUING EFFECT AND LIMITATION PERIOD

Notwithstanding the completion of the Development the provisions of this Deed shall continue to have effect as between the Sub-contractor and the Beneficiary for the period of twelve years from the date of Practical Completion of the Development. No proceedings shall be commenced against the Sub-contractor under this Deed more than 12 years after the Date of Practical Completion of the Works as certified under the Building Contract.

9. THE CONTRACTOR

[The Contractor has entered into this Deed to confirm its approval of the provisions hereof.]

10. RELIANCE BY THE BENEFICIARY

The Sub-contractor acknowledges that the Beneficiary shall be deemed to have relied upon the performance by the Sub-contractor of the Sub-contractor's obligations under the Sub-contract.

11. LIABILITY

11.1 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Sub-contractor including without prejudice to the generality of the foregoing any remedies for negligence.

11.2 The Sub-contractor's duties and obligations to the Beneficiary hereunder shall be no greater and of no longer duration than the duties and obligations which he would owe to the Beneficiary had the Beneficiary been named as employer under the Sub-contract (but disregarding any defence in the nature of set-off and disregarding any counterclaim which the Sub-contractor might have had against the Contractor in such circumstances).

11.3 The liability of the Sub-contractor under this Deed shall not be released, diminished or in any other way affected by:

- (a) the appointment by the Beneficiary of any person to survey the Development or to monitor the carrying out of the Development or to inspect any documents relating to them on behalf of the Beneficiary or the failure to appoint such a person;
- (b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary; or
- (c) any other independent inquiry into any relevant matter which the Beneficiary may make or fail to make.

12. EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 ('the Act') shall not apply to this Deed such that none of the provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Act on any party who is not a party to this Deed.

13. LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to submit to the jurisdiction of the Courts of England and Wales.

14. SEVERABILITY

If any term or condition of this Deed is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Deed and the validity and enforceability of the remainder of this Deed shall not be affected or impaired thereby.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written

Executed as a Deed by)
SUB-CONTRACTOR)
acting by)

Director

Director/Secretary

Executed as a Deed by)
BENEFICIARY)
acting by)

Director

Director/Secretary

Executed as a Deed by)
[CONTRACTOR AS EMPLOYER])
acting by)

Director

Director/Secretary

SECTION 2

Schedule of Works

Item	Description	Qty	Unit	Rate	£	p
	<u>World Museum</u> <u>External LED Lighting Installation</u>					
	<u>GENERALLY</u>					
A	The contractor should allow in his pricing for undertaking the works in accordance with the Preliminaries, which include the following clauses:		Item			
B	The standard of works shall be in compliance with the current British Standards and shall be executed to the entire satisfaction of the Contract Administrator.		Item			
C	It is the responsibility of the contractor to visit site and ensure that he has included all for all works necessary to complete the Works as per the tender drawings and specification irrespective of whether or not they are specifically referred to in this Schedule of Works.		Item			
D	The contractor is to include in his rates for all tools and equipment required for the proper execution and completion of the works.		Item			
E	The contractor shall remove from site at the end of each working day, all surplus materials and debris as it accumulates and on completion of the work shall leave the site clean and tidy to the entire satisfaction of the CA.		Item			
F	If storage is required the contractor must confine the storage of tools and materials to an area indicated and agreed with the person in charge of the premises, and all tools and materials are to be secured during absence from site.		Item			
G	The contractor is to include for the temporary removal including disconnection if necessary of all existing cables, wiring, conduits, pipe work and other fittings affected by the works and shall protect such items and neatly refit and re-clip on completion of the works.		Item			
H	The contractor is to include for the permanent removal including disconnection of all existing cables, wiring, conduits, pipe work and other fittings which become redundant as a result of the works.		Item			
J	The contractor is to check all measurements on site prior to commencing manufacture / installation of any elements of the project		Item			
K	The contractor will be responsible for providing all necessary scaffold and hoists for gaining access to the works.		Item			
L	The contractor will be responsible for providing temporary hoarding, dust and weather proofing throughout the duration of the works.		Item			
			to collection		£	

Item	Description	Qty	Unit	Rate	£	p
A	The contractor is to allow here or elsewhere for any out of hours or shift working required to complete the Works within the defined contract period.		Item			
B	The contractor is to allow here or elsewhere for complying with all appended NML Supplemental and Special Conditions		Item			
C	The contractor is to allow here or elsewhere for all required design and compliance with the Design Review process outlined in the Specification, including any required re- work and re-submissions arising from non-compliant submissions.		Item			
D	The contractor is to allow here or elsewhere for the provision of the stipulated design warranties in respect of their own works and any specialist sub-contracted works.		Item			
	In addition to the general requirements to co-ordinate the Works, as described in the Preliminaries, provide the following specific co-ordination requirements:					
E	This contract comprises part of the infrastructure and capital works required to facilitate the Terracotta Army Exhibition. Other works will be undertaken during the contract period in respect of base build alterations to the Temporary Exhibits area (Queuing Hall); HVAC alterations to Horseshoe Gallery; Exhibition Fit-Out and Security Alarm systems.		Item			
F	Allow for all required co-ordination to ensure that the Works are not compromised by other contracts and that this contract does not compromise other concurrent contracts.		Item			
			to collection		£	

Item	Description	Qty	Unit	Rate	£	p
	<u>CONTRACTORS DESIGN PORTION</u>					
A	It is the responsibility for the electrical contractor to check the current capacities and determine whether additional upgrades, boards, switches etc are required to enable the below proposed works to be undertaken. This to be undertaken at tender stage and CA to be made aware of any requirements during this period.					
B	All electrical wiring and routes including containment are to be designed and undertaken by NICEIC Approved contractors and in accordance with the current IEE Wiring 17th Edition Regulations, self certified for the requirements of the external lights.					
C	The building services design must be undertaken out by a professional person / practise who are fully accredited to the CIBSE/NICEIC and they must carry full professional Indemnity insurance cover to the minimum value of £10m cover for a period of at least 12 years for the entire design and installation from Practical Completion Certification.					
	<u>DESIGN SUBMISSION:</u>					
D	The Building Services Design must be submitted to the Contract Administrator (CA) for review and comment and this shall include copies of all drawings and associated calculations. All proposed design information must be provided to the CA by 8th January 2018.					
E	The CA will respond with an A, B, C code as follows:-					
F	A = No comments, proceed to installation.					
G	B = Minor comments, incorporate and proceed to installation.					
H	C = Major comments, incorporate and resubmit.					
J	The contractor shall allow a one-week period for this review process to take place from receipt of drawings.					
			to collection		£	

Item	Description	Qty	Unit	Rate	£ p
	<p><u>SCHEDULE OF WORKS</u></p> <p>NOTES:</p> <p>A This Schedule of Works must be read and priced in conjunction with the tender Specification documents, Employers Requirements and tender drawings.</p> <p>B Except where associated with "Provisional" Items, any quantities indicated in this Schedule of Works are to be treated as indicative only and must not be relied upon for pricing. Tenderers shall in all cases satisfy themselves that quantities adequately reflect the required scope of Works described in the whole of the Specification documents.</p> <p><u>Stripping Out</u></p> <p>C Remove all existing external lights from their existing fittings and brackets. These fittings/brackets locations are to be reutilised where possible.</p> <p>D <u>Byrom Street Fascia</u></p> <p>Equipment Required 6 x Tryka Module 48 RGBW 36 Deg IP67 2 x Tryka Strip Module 12 RGBW 400mm Oval Optic IP66 9 x Tryka Strip Module 36 RGBW 1200mm Oval Optic IP66 10 x Tryka S/S Mounting Brackets (Pairs) for above 16 x Tryka IDS 2 EL 4-Ch DMX Drivers 16 x Tryka GST Mains/Connectors for above</p> <p>E <u>Main Frontage (Current Entrance and Moat)</u></p> <p>Equipment Required 10 x Tryka Module 48 RGBW 36 Deg IP67 7 x Tryka Strip Module 36 RGBW 1200mm Oval Optic IP66 7 x Tryka S/S Mounting Brackets (Pairs) for above 17 x Tryka IDS 2 EL 4-Ch DMX Drivers 17 x Tryka GST Mains/Connectors for above</p>				
		to collection		£	

Item	Description	Qty	Unit	Rate	£	p
A	<u>Main Frontage (Behind Meadow)</u> Equipment Required 6 x Tryka Module 48 RGBW 36 Deg IP67 1 x Tryka Module 16 RGBW 36 Deg IP67 7 x Tryka IDS 2 EL 4-Ch DMX Drivers 7 x Tryka GST Mains/Connectors for above					
B	<u>Frontage (Old Column Entrance)</u> Equipment Required 4 x Tryka Module 36 RGBW 1200mm 36 Deg IP67 4 x Tryka IDS 2 EL 4-Ch DMX Drivers @ 4 x Tryka GST Mains/Connectors for above ShowCAD PC Multi-universe Control System incl. Touch Screen PC					
C	Install all above equipment to locations shown on drawing and as per installation instructions from the manufacturer. <u>Site Inspections</u>					
D	The chosen lighting supplier is to inspect the works on a weekly basis and provide a brief report with photographs to the Client and Consultant Allow the PC Sum of £5,000 (Five Thousand Pounds) for any additional armoured cabling required that may not have been allowed for. Allow here for OH & P of rthe amoive amount. Allow here for MCD. Allow here for General Attendance. <u>Contingency Sum</u>					
E	Allow the Contingency Sum of £3,500.00 (Three Thousand and Five Hundred Pounds) for unforeseen works to be expended or deducted in whole or part as directed by the Contract Administrator.					3,000.00
			to collection		£	

Item	Description	Qty	Unit	Rate	£ p
	<p><u>COLLECTION</u></p> <p style="text-align: right;">Page 1</p> <p style="text-align: right;">Page 2</p> <p style="text-align: right;">Page 3</p> <p style="text-align: right;">Page 4</p> <p style="text-align: right;">Page 5</p>				
			to Final Summary	£	

NATIONAL MUSEUMS LIVERPOOL

Design Brief

1.01 INDICATIVE DRAWINGS

As this is a Design and Build scheme the drawings issued at tender stage are indicative only.

Where manufacturers and models of equipment are specified the intention is that these set a base quality specification which the Contractor must meet or exceed. The Contractor must submit alternatives at tender stage. If no alternatives are submitted the Contractor shall install the equipment listed on the indicative drawings. The CA shall assess whether alternatives submitted at tender stage are of equal quality and acceptable to the client. It is recommended that the Contractor prices a fully compliant scheme and indicates the alternative products below the line as potential value engineering savings in order that the tender can be properly assessed.

It is the Contractors responsibility to ensure they include all electrical costs associated with the mechanical services design and any other 3rd party electrical requirements included within the contract.

Any claims due to lack of coordination between domestic sub-contractors will not be considered.

There will be a Drawing / Specification Register issued with this tender package listing all information within this package.

1.02 DESIGN AND BUILD

The Contractor shall note that this project is a design and build project and the Contractor will be responsible for the design and design development throughout the project in line with current British Standards, Planning and Building Control requirements and Local Authority requirements. Tender Submission and Review:

Davies Partnership will review and evaluate each mechanical and electrical submission and will advise the client on the suitability of each proposal.

It should be noted that during the tender period, there will be a mid tender review and it is a tender requirement that the tenderers attend this review to present their proposed scheme, even if only in a draft form for discussion / approval.

Following the tender submission, a further review will take place to ensure the contractor's final scheme has met the intended standards and the requirements of the various design briefs. This review will take place immediately after formal submission and will be reviewed by Davies Partnership and the client. This review will include a commercial and quality based assessment plus a review of the scheme proposals and likely success in meeting the requirements of Part L and the general requirements of this brief.

Post Tender / Pre-Commencement:

Prior to commencing work on site the Contractor must have issued all design information, calculations, materials, equipment samples details, specialist wiring details etc. to the client/clients representatives and incorporated any comments received onto the design drawings.

Works will not be allowed to start on site until all designs and materials have been viewed by the client/clients representatives and they are satisfied with the Contractors information, materials and designs and all information submitted has achieved an 'A' or 'B' review status.

The Contractor shall note that multiple issues of design packages for comment will not be permitted as this may hold up commencement of work on site. It is envisaged that the Contractor will issue one complete package of drawings and design

information for Design Team comment and upon receipt of these comments will issue the final design package to the Design Team incorporating all comments. Davies Partnership will be prepared to work with the “designers” to ensure compliance and will be prepared to chair mid review meetings if thought to be of benefit.

The Design Teams examination and comment on drawings and design is in general form only and is not intended to serve as a detailed check. Comments issued will not relieve the Contractor of his responsibility for errors in the design and incorrect setting out nor does it relieve the Contractor from providing the designs, materials and performing the works as required by the contract document and specifications.

Davies Partnership will comment on all elements of the design as required but will not be formally “approving” any elements. Comments will be made for consideration and adjustment. Davies Partnership have no design responsibility for the scheme. The mechanical and electrical design responsibility is with the Contractor.

1.03 BUILDING REGULATIONS PART L COMPLIANCE

It is incumbent on the Contractor that full compliance with Part L of the Building Regulations is demonstrated. All costs associated with this compliance must be included within the tender.

1.04 SERVICES COORDINATION

It shall be the combined responsibility of the Contractor’s entire team to ensure that all services routes are discussed and agreed and detailed for review by the CA. Therefore, prior to any M&E systems being installed a full co-ordination meeting will have taken place to establish the full extent of works.

SECTION 3

Final Pricing Summary

External LED Lighting Installation

at

World Museum

for

National Museums Liverpool

FINAL SUMMARY

£ p

SECTION 1: Preliminaries and General Conditions
SECTION 2: Schedules of Works and Design Brief
2.1 - Schedule of Works:

TOTAL CARRIED TO FORM OF TENDER £

APPENDICES

APPENDIX A

Schedule of Tender / Contract Drawings

APPENDIX A - TENDER/CONTRACT DRAWINGS

This is the Appendix referred to in Preliminaries clause A11/110

The Tender/Contract Drawings are:

<u>Drawing No.</u>	<u>Title</u>	<u>Revision</u>
6017-LED-01	External Lighting Plan	-

APPENDIX B

CDM Pre Construction Information

Topic	Information Presented	Originator
1. Project Description		
(a) Project Description	<p>The design and installation of colour change LED lights to the front facade of the museum alongside the Byrom Street elevation, William Brown Street Elevation from the lower Moat Area, Behind the Meadow Area and within the colonnade area of the Old Entrance to the Museum.</p> <p>There may be other contractors working within this work area and others throughout the building who will be under the control of Cunliffe’s who will be undertaking the role of contract administrator.</p> <p>This is a Design & Build contract; for the purposes of the CDM Regulations the Contractor will act as Principal Designer.</p>	
(b) Appointments		
<ul style="list-style-type: none"> ▪ Client 	The Board of Trustees of the National Museums and Galleries on Merseyside (trading as National Museums Liverpool)	
<ul style="list-style-type: none"> ▪ CDM Contractor 	The Contractor	
<ul style="list-style-type: none"> ▪ Principal Designer 	The Contractor (Design & Build)	
(b) Key date – Start of the Construction Phase	15 th January 2018	
(c) Key date – Finish of the Construction Phase	31 st January 2018	
(d) Mobilisation period	<p>2 Weeks</p> <p>During the mobilisation period the contractor will develop this document into the construction phase plan (which must be agreed by the Principal Designer/NML before any work commences on site.)</p>	

Topic	Information Presented	Originator
(e) Will structure be used as a workplace?	WML will remain open for the duration of the works; however this work is to be completed to spaces closed off to the general public. Strict access limitations will apply as some MOL staff and potentially other contractors will need access to various parts of the building during the works.	
(f) Is there an existing health & Safety File?	No specific Health & Safety file is on site. However access will be made available to operational and maintenance manuals.	
(g) Are there any existing drawings, calculations, design philosophies or building reports?	Existing/As fitted drawings are available upon request.	
(h) Is there an Asbestos Register or Asbestos Reports?	Details of any Asbestos will be included in the attached Asbestos Register	
(j) Have any of the following surveys been undertaken? <ul style="list-style-type: none"> ▪ Asbestos ▪ Timber ▪ Structural ▪ Ground ▪ Topographical ▪ 	N/A	
2. Client's Considerations		
(a) Arrangements for; <ul style="list-style-type: none"> ▪ Planning and managing the construction work 	Site progress meetings chaired by the Contract Administrator and will be held Weekly on site. These meetings shall be attended by representatives of the Contractors/sub contractors.	

Topic	Information Presented	Originator
<ul style="list-style-type: none"> ▪ Health and safety goals for the project 	<p>There should be zero accidents and the client requires the contractors to ensure thorough and robust policies and procedures to ensure the competence of those on site is ensured and that the management of the works are adequately controlled. Full site inductions should take place for new staff working on or visiting the project, the contractor is also required to maintain a signing in and out log.</p>	
<ul style="list-style-type: none"> ▪ Communication and liaison from Client to others 	<p>All communication will be made through the Contract Administrator</p>	
<ul style="list-style-type: none"> ▪ Security of the site 	<p>All personnel will be required to attend an induction course prior to entering the Site. The induction courses will be held on site on a day agreed with the Principal Designer. A security pass system will be in operation on Site and the Contractor shall adhere to directions given by authorised security personnel and the Contract Administrator. Details for signing in and out of the building will be advised during the site induction process.</p> <p>The Contractor shall comply with all regulations and operating restrictions imposed by the Client / Principal Designer with regard to access routes throughout the site. In addition the Contractor shall liaise with the Principal Designer to obtain building security badges for staff during the carrying out of the works.</p> <p>The Contractor shall give the Contract Administrator/Principal Designer 24 hours’ notice of personnel visiting the site.</p>	
<ul style="list-style-type: none"> ▪ Provision of welfare 	<p>The Contractor shall be responsible for the provision of first aid trained representatives and first aid equipment for his own staff and workmen at all times.</p> <p>The Client / Principal Designer will ensure that provision is made for accommodation for WCs and messing facilities. This is to be confirmed at the pre-contract meeting.</p>	

Topic	Information Presented	Originator
(b) Requirements relating to the health and safety of the client’s employees, customers or those involved in the project such as;		
<ul style="list-style-type: none"> ▪ Site transport arrangements or vehicle movement restrictions 	The Contractor shall ensure that all delivery vehicles and refuse vehicles are of a size suitable to negotiate the surrounding roads and area in a safe manner. The area around the building is subject to parking restrictions and drivers must comply with site rules when driving / operating vehicles or machinery in this area. There will be no contractor parking allowed on site.	
<ul style="list-style-type: none"> ▪ Client permit-to-work systems 	Permit systems will be administered on behalf of the Client by the Contract Administrator. Permits will be required, but not limited to; Hot works, Access to plant rooms, Access to risers, Access to electrical equipment rooms,	
<ul style="list-style-type: none"> ▪ Existing fire precautions 	The building has an active automatic fire detection system. The Contractor must advise the Client/ Principal Designer if it is necessary to isolate areas / zones within the building whilst works are being undertaken. Burning of materials on site arising from the works will not be permitted. Smoking (or e-cigarettes) will not be permitted anywhere on site. The use of naked lights will not be permitted except in cases of absolute necessity and extreme care shall be taken in the use of all equipment likely to cause fire. Hot works permits will be issued if these works are necessary. Hot Work Permits will be issued by the Contract Administrator as required. These will include details of extinguishers, personnel, how long a fire watch is to be maintained after hot works and how long before closure of the site these should be completed and any other rules and restrictions. The Contractor will however be	

Topic	Information Presented	Originator
	expected to utilise any method other than hot works if deemed practical and economical by the Principal Designer.	
<ul style="list-style-type: none"> ▪ Existing emergency procedures 	The building has a major / minor incident emergency plan together with emergency evacuation procedures. These will be explained to the Contractor during the site induction.	
<ul style="list-style-type: none"> ▪ Areas excluded from the works – authorised requirements 	The Contractor will only be able to work in the building as agreed with the Contract Administrator. Safe means of access to work areas/galleries will be detailed in the construction phase health and safety plan, induction process and coordination meetings.	
<ul style="list-style-type: none"> ▪ Existing smoking restrictions 	The building is a no smoking area. Designated smoking areas are to be identified in the construction phase health and safety plan.	
<ul style="list-style-type: none"> ▪ Existing parking restrictions 	There will be no contractor parking allowed on site.	
(c) Format of Health & Safety File and any conditions relating to its content	On completion of his works, the Contractor should provide two copies of the Health and Safety File, Operation and Maintenance instructions in hardback ring binders plus one copy electronically on a CD.	
3. Existing on-site risks and environmental restrictions		
(a) Safety hazards including;		
<ul style="list-style-type: none"> ▪ Boundaries and means of access 	Access to WML will be from the rear loading bay area, via an agreed route and NOT via the main entrance.	

Topic	Information Presented	Originator
<ul style="list-style-type: none"> ▪ Any restrictions on deliveries or waste collection or storage 	<p>All deliveries are to be made to the building at a time agreed with the Contract Administrator. The materials required within WML can be brought up via the goods lift.</p> <p>The Contractor will ensure nothing is damaged within WML as scaffolding and/or other means of access and/or materials are moved throughout the building.</p> <p>Roads, loading bays and access lifts shall be left clean and clear to allow access for emergency vehicles at all times.</p> <p>The Contractor will be responsible for removal of all debris and rubbish arising from the Contract Works and must maintain a clean and clutter free environment. The contractor will endeavour to re-cycle as much of the old suspended ceiling as possible.</p> <p>Storage space is limited and the Contractor shall be given a specific storage area located on the second floor of WML. Space however will be limited and the contractor should anticipate the use of “just in time” deliveries.</p> <p>The Contractor shall thoroughly clean the working and storage areas daily as the works proceed to the satisfaction of the Client/ Contract Administrator and remove rubbish, debris and surplus materials daily.</p> <p>No flammable materials are to be stored on the Site.</p>	
<ul style="list-style-type: none"> ▪ Adjacent land uses 	<p>The building is located in a busy area of the city, adjacent busy road junctions and other large areas used for recreational and commercial activities. William Brown Street is a cul – de sac with limited access and strict parking restrictions.</p>	
<ul style="list-style-type: none"> ▪ Existing storage of hazardous materials 	<p>Not Applicable</p>	

Topic	Information Presented	Originator
<ul style="list-style-type: none"> ▪ Location of existing services (particularly those concealed) 	The Contractor shall protect, uphold and maintain all existing pipes, ducts, sewers, service, mains, cables, etc. during the execution of the Works.	
<ul style="list-style-type: none"> ▪ Ground conditions, underground structures or water courses 	Not Applicable	
<ul style="list-style-type: none"> ▪ Information about existing structures (stability, structural form, fragile or hazardous materials, anchorage points for fall arrest systems) 	Not Applicable.	
<ul style="list-style-type: none"> ▪ Previous structural modifications (weakening or strengthening) 	Not Applicable	
<ul style="list-style-type: none"> ▪ Fire damage, ground shrinkage, movement or poor maintenance which may adversely affect structure 	Not Applicable	
<ul style="list-style-type: none"> ▪ Any difficulties relating to plant and equipment 	Access to some areas of the will be over existing partitions the contractor is to ensure adequate protection from falls is clearly defined within it's method statements.	

Topic	Information Presented	Originator
<ul style="list-style-type: none"> ▪ Any stressed or post tensioned structures 	Not Applicable	
<ul style="list-style-type: none"> ▪ Other H&S information from earlier designs 	Not Applicable	
(b) Health hazards including		
<ul style="list-style-type: none"> ▪ Asbestos 	Refer to register attached.	
<ul style="list-style-type: none"> ▪ Existing storage of hazardous materials 	Not Applicable	
<ul style="list-style-type: none"> ▪ Contaminated land 	Not Applicable	
<ul style="list-style-type: none"> ▪ Existing structures containing hazardous materials 	Not Applicable	
<ul style="list-style-type: none"> ▪ Health risks from Client’s activities 	Not Applicable	
<ul style="list-style-type: none"> ▪ Working near water (leptospirosis, drowning) 	Not Applicable	
<ul style="list-style-type: none"> ▪ Working at height 	The works involve working at ceiling/soffit height approx. 3m above floor level.	
4. Significant Design and Construction Hazards		
(a) Significant design assumptions	Refer to specification and drawings.	
(c) Other control measures	<p>Any internal scaffolds, working platforms, crash decks and the like which may be used for access for these works are to be designed by a competent person.</p> <p>All Site personnel shall wear safety footwear. Eye protection and gloves shall be worn when drilling, cutting or grinding work is being carried out.</p>	

Topic	Information Presented	Originator
(d) Arrangements for co-ordination of ongoing design work and handling design changes	The Contractor shall confirm any changes of design with the Contract Administrator/NML before carrying out any works.	
(e) Information on significant risks identified during design	Please refer to specific design risk assessments.	
(f) Materials requiring particular precautions	No specific materials on site	

APPENDIX C
NML Safety Guidelines



NATIONAL MUSEUMS LIVERPOOL

SAFETY GUIDELINES FOR CONTRACTORS

Revised by
Health and Safety Section 2015

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1. Introduction

National Museums Liverpool (hereafter referred to as NML) will make every effort to identify and utilise competent contractors, in accordance with its statutory obligations under the Health and Safety at Work Act (1974) and the Construction (Design and Management) Regulations 2015.

It is important that contractors are aware of the importance NML places on safe working procedures. The purpose of this booklet is to ensure:

- that NML and its contractors discharge their respective statutory obligations;
- that the health and safety of members of the public, employees and contractors employees is ensured;
- that safe access and egress is maintained;
- that safe working methods are established.

These guidelines have been prepared as a code of practice so that contractors can adopt safe working methods and comply with various statutory requirements.

However it must not be assumed that the contents of this code of practice covers every contingency or hazard, and observance of the rules, does not relieve contractors of their obligations or any obligations under the conditions of Contract.

Contractors must ensure that these guidelines are made known to and understood by both their employees and sub-contractors.

2. Contractors Employees and Vehicles

The contractor shall ensure that every person employed is sufficiently qualified, competent and supervised with regard to both the provisions of the contract and all relevant statutory provisions / duties. Additionally, evidence of employee competence may be requested, where appropriate, for:

- operation of hydraulic platform /MWEF/ lorry mounted crane;
- use of cable avoidance / detection tools;
- abrasive wheels (mounting / dressing wheels);
- scaffold erection;
- other specific tasks as required.

The contractor must provide all employees engaged under the contract with an appropriate form of identification, to be approved by NML, containing the following details:

- photograph of operative;
- operatives name;
- contractors name, address and telephone number.

The contractors shall ensure that identification is visible and worn at all times during the contract. Contractors must also comply with NML's signing-in procedures, ensuring that appropriate identification is provided when signing into a building and that all passes provided are duly returned upon leaving the building. Operatives who fail to wear identification will be removed from site.

All vehicles used by the contractor in the course of works must display the company name and telephone number.

It will be the responsibility of the contractor to ensure that all sub-contractors comply with these requirements.

3. Abrasive Wheels

All grinding machines used by contractors must comply with the requirements of the Provision and Use of Work Equipment Regulations 1998. Any person who mounts or dresses a wheel must be properly trained in accordance with this legislation. The names of all such persons must be recorded in the register for the purposes of the regulations (F2346). In addition a certificate of competence must be issued to every such trained person. The register and certificate of competence must be available for inspection by appointed NML representatives.

All users of grinding machines must wear the necessary Personal Protective Equipment including eye protection, ear defenders and respiratory protective equipment. On those occasions in which grinding machines are used extensively, for example to remove large amounts of pointing, NML may require the contractor to provide dedicated local exhaust ventilation.

Should the use of abrasive wheels be required, the contractor must advise the Estate Management Department as a permit to work may be required.

4. Asbestos

Any contractor visiting NML's sites, must contact the building manager on arrival, in order to inspect the on-site asbestos register.

Should any contractor be unsure of the nature of any fibrous products in the vicinity of the work, they must seek guidance from the Estate Management Department.

Should any contractor disturb any asbestos products, they should **immediately isolate the area** and contact the building manager/Estate Management Department.

No contractor shall undertake any work involving asbestos removal, management or treatment unless they hold a current licence under the Control of Asbestos Regulations 2012. Prior to the commencement of treatment works the relevant **Licensed Contractor** will be provided with a bulk analysis report, completed by an analysis laboratory, which holds UKAS accreditation.

Contractors will be required to complete a Risk Assessment and Method Statement Form, for the consideration of NML's Snr Health and Safety Officer prior to the commencement of work. All air monitoring associated with the Asbestos treatment work shall be undertaken by a UKAS accredited laboratory, appointed by the Authority.

5. Cartridge Tools

Cartridge tools may only be used with prior approval from the Estate Management Department.

Cartridge tools can only be used for specialist applications and only low power indirect acting type tools must be used.

6. Vibrating Tools Regulations

Control of Noise

The Control of Noise at Work Regulations 2005 and Control of Vibration at Work Regulations 2005. Current noise action levels are **80db(A)**, **85db(A)** and **87db(A)** respectively. This means that employers must ensure that ear protection is introduced. If the noise reaches the action levels stated in the regulation. Noise surveys must be carried out by a competent person to ensure that workshop noise is kept to the lowest level as far as is reasonably practicable. This will include an examination of machinery, tools and equipment to determine whether or not noise levels can effectively be reduced by possible modifications. For example, more regular maintenance, replacing with new, noise dampening, metal cutting blades, noise attenuation of walls/ceilings, etc. If ear protection needs to be acknowledged as a last resort mechanism, the reduced action level criteria in bold above, must now apply.

Control of Vibration

Contractors must need to ensure that the levels of vibration from their equipment are reduced to the lowest level possible when on site. Contractors, when planning operations, must adopt an hierarchy of control measures in an effort to reduce the amount of employee exposure to vibrating tools. For example, a driver operated mechanical excavator/breaker could be used to break into concrete slabs instead of a hand operated pneumatic drill. Where possible and practicable, hand tools should be considered rather than vibrating ones.

If vibrating tools must be used, their use must be limited according to the levels of vibration that they produce. The Health and Safety Executive (HSE) have imposed an **exposure limit value (ELV)** of 5 metres per second squared ($5m^2$) on all vibrating tools. An **exposure action limit value (EAV)** of ($2.5m^2$) has also been set by HSE. Immediate action must be taken if the level of vibration reaches this level. As a "rule of thumb", a pneumatic drill (breaker) could reach its **EAV** after a **few minutes** use. Grinders and sanders may reach that level in approximately a **half hour!**

The Control of Vibration at Work Regulations 2005 imposes a duty on contractors to:

Assess
Control
Check

In order to do this, a risk assessment needs to be prepared to include the use of appropriate tools, possible alternative methods to reduce employee vibration, minimum exposure limits set on all vibrating tools and health surveillance where appropriate on noise and vibration exposure.

7. Confined Spaces

Work in confined spaces shall be subject to the requirements as laid down in the 'Safe Working in Sewers and at Sewage Works' Health and Safety Guidelines No. 2 (issued by 'The National Joint Health and Safety Committee for the Water Service') and other Codes of Practice, Guidance Notes and British Standards appertaining to the particular operation.

No contractor's employees may enter manholes, sewers, tanks or other confined spaces without the appropriate certificated training, the necessary tests being carried out and the correct safety rescue equipment being provided for such operations.

8. Drilling Operations

Contractors must not **under any circumstances** commence drilling operations without carrying out a thorough survey of the area in question. The survey **must** include:

- a thorough check for hidden electrical, gas, water etc pipes using a wall scanning device;
- a check on the fabric of the wall to be drilled (dust emissions must be kept to an absolute minimum during drilling operations);

9. Demolition

All demolition work must conform with the Construction Design and Management Regulations 2015.

All necessary steps must be taken to warn, and prevent the approach of, persons who may be endangered by the operations.

A detailed method statement specific to the operation must be provided and approved. Additional special precautions will apply should the demolition involve handling any material suspected of containing asbestos or any other hazardous material.

10. Excavations

All excavation work must be carried out in compliance with the Construction Design and Management regulation 2015. Before work commences, NML shall provide the contractor with any plans in its possession detailing the presence of underground services. On those occasions in which plans are not in the possession of NML the contractor will be directed to the relevant Statutory Undertaking.

The Contractor shall ensure that excavation work, carried out in the vicinity of underground services conforms at all times to the requirements of the regulation. The contractor must ensure that there are no buried services in the vicinity of the area to be excavated. Safe working will be established through a combination of the use of service plans and / or the use of cable detection / avoidance tools and safe digging techniques.

Edge protection must be erected around excavations and all necessary support work for excavations beyond 1.2m in depth. All excavations must be inspected by a competent person every day and, where an excavation is deeper than 1.2m and is open for 7 days, it must be examined and its condition recorded in the register for the purpose.

11. Electrical Equipment (Portable)

Contractors using portable electrical equipment shall ensure it operates at a voltage not greater than 110 volts, centre tapped to earth.

All electrical equipment must be safe to use and comply with the requirements of 'The Electricity at Work Regulations 1989'. The equipment must be isolated from the supply at the end of each working period (e.g. lunch times, evening etc).

All portable / electrical equipment must be tested and maintained in accordance with the guidance contained in the H.S.E. publication in IND(G)107L: Maintaining Portable and Transportable Electrical Equipment.

12. Fire Precautions

The contractor must take all necessary precautions to prevent personal injury, death and damage to the works or other property from fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.

The contractor, his employees and all sub-contractors are to comply with the 'Standard Fire Precautions for Contractors Engaged on Crown Works' whilst carrying out the works. No naked flames, welding or spark producing apparatus, equipment or processes are to be used to carry out operations of work without prior specific authority from the employer.

Smoking **will not** be permitted onsite or in the compound.

The contractor must familiarise themselves with NML's evacuation procedures and ensure that established fire routes are maintained. Any work which requires alterations to existing fire routes or the disconnection of any part of an active fire alarm system requires the prior permission of the Estate Management Department.

All forms of heating and lighting in cabins provided by the contractor must be installed and maintained so as not to present a fire or health risk. The contractor shall equip every cabin used as an office or mess room with a suitable fire extinguisher. A reasonable standard of cleanliness must be maintained in and around these places and all fire exits must be kept clear of obstructions.

Contractors working in occupied premises shall ensure established escape routes for employees and the public are maintained. Where work requires alterations to existing escape routes or disconnection of any part of an active fire alarm system NML's Snr Health and Safety Officer must be informed prior to work commencing.

All highly flammable liquids / materials must be stored in accordance with statutory regulations.

13. Housekeeping

Contractors must keep their work areas clean and not allow rubbish or scrap, etc, to accumulate. The working area must be left in a tidy and safe condition at all times.

Particular attention shall be paid to stacked materials.

14. Lifting Appliances and Lifting Gear

Contractors shall ensure that all lifting appliances and lifting gear are accompanied by a current test certificate, a mandatory examination and inspection documentation.

Test certificate and inspection registers must be available for inspection by the appointed NML representatives.

15. Liquid Petroleum Gas Portable Cylinders

All LPG cylinders not in use must be stored in a compound **not less** than 3m from any building and stored in an upright position. The compound **must be divided** to separate full cylinders from empty ones and be clearly marked Liquid Petroleum Gas – Highly Flammable – No Smoking. Oxygen cylinders must not be stored alongside LPG and it is prohibited to keep additional or unnecessary cylinders at the workplace including empty ones.

Suitable fire extinguishers (CO₂ or dry powder types) must be provided in the storage area and in the vicinity of the workplace.

Tar boilers, heaters, melting torches and like appliances, must be fitted with not less than 4.57m of armoured hose and there must never be less than 3.04m between the cylinder and the appliance. (Heat of any description must never be applied to any LPG cylinder). Tar boilers must never be left unattended.

No 'Hot Work' may be undertaken on a flat roof above an occupied room and all access and egress points must be protected with a suitable canopy to protect persons entering and leaving premises.

The dangers of inadequate ventilation cannot be over-emphasised particularly where cookers, heaters etc, are used in offices, mess cabins. Do not block up ventilators.

16. Overhead Power Lines

NML will undertake to provide contractors with information about the presence of overhead power lines in the immediate vicinity of the work location.

If a work task requires the contractor to bring plant, vehicles or equipment within 9m of lines on wooden poles and 15m of lines on steel pylons, the contractor must contact the owner of the lines in order to agree a method of work and appropriate precautions.

Contractors working in the vicinity of overhead power cables must consult the owner of the lines (usually the electricity supplier) before work commences, in order that the proposed work can be discussed and the lines diverted, made dead or other precautions taken.

All such work shall be subject to the requirements detailed in H.S.E. Guidance Note G.S.6: Avoidance of Overhead Electric Lines, including the erection of timber or non-conductive goal posts, warning signs etc.

17. Plant and Machinery

In accordance with the Provision and Use of Work Equipment Regulations 1998 the contractor shall ensure that all plant / machinery / equipment is of good mechanical construction, fit for the purpose in hand, properly maintained and all necessary inspections carried out.

NML shall request sight of records of test, maintenance and examination for certain safety critical items of equipment, including:

- air monitoring equipment;
- cable detection / avoidance tools;
- negative pressure units.

All plant / machinery / equipment **must** be operated by a **competent person** who must ensure that no unauthorised persons are allowed to operate the plant / machinery. Evidence of machine competency must be provided on request.

18. Permit to Work

Whenever there is a need to control a particularly hazardous process, or in response to a specific statutory requirement, the contractor will be required to implement a permit to work system. Processes which will require a permit to work system to be implemented will include:

- confined space entry;
- boiler flue / furnace operations;
- hot work;
- working near water;
- abrasive wheels;
- electrical operations (as advised).

19. Protective Equipment

The contractor shall ensure that suitable Personal Protective Equipment (PPE) is issued and its use enforced in accordance with the requirements of the Personal Protective Equipment at Work Regulations (1992).

It is the responsibility of the contractor to ensure his employees are provided with all necessary personal protective equipment. Contractor's employees who fail to wear required personal protective equipment will be removed from site.

NML will notify the contractor of those sites which, due to head injuries being reasonably foreseeable, have been designated as 'hard hat' sites. The contractor shall ensure that safety helmets are issued to and worn by his employees, sub-contractors and visitors, as required by the Construction (Head Protection) Regulations 1989.

20. Reporting Accidents

The contractor shall notify NML of all accidents to its employees, arising from the contract that are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

All accidents involving members of the public, arising from the contract, shall be reported to NML by the contractor.

An investigation must be carried out by the contractor and a copy of his report forwarded to NML's Snr Health and Safety Officer.

21. Toxic / Hazardous Materials and Substances

Contractors using toxic / hazardous materials or substances shall ensure that they provide NML with a copy of a Risk Assessment prior to use, in accordance with the requirements of the Control of Substances Hazardous to Health Regulations 2002 (as amended). Particular attention will be paid to the risks to health of staff and members of the public.

In some cases, such as extensive proprietary wood treatments and Damp Proof Courses, NML may also request a detailed method statement prior to the commencement of work.

Contractors shall ensure that all their employees are familiar with the C.O.S.H.H. assessment for any hazardous materials or substances they are using, including the identified control measures.

22. Underground Services

When undertaking excavations, in areas where underground services may be present, NML will endeavour to provide the contractor with plans indicating the presence of the underground surfaces, where these are held. On those occasions in which service plans are not held by NML, the contractor will be directed to the appropriate statutory body.

Notwithstanding the availability of service plans, the contractor must ensure that safe digging and safe working methods, including the use of cable detection and avoidance tools, are implemented in accordance with HS(G)47: Avoiding Danger from Underground Services.

The contractor shall ensure that a written record of the test and calibration is maintained, and available, for all Cable Avoidance Tools.

The contractor shall ensure that all users of Cable Avoidance / Detection Tools have been trained and certified in their use.

23. Welding and Flame Cutting

Contractors intending to use oxy-acetylene or electric welding or cutting plant shall discuss the fire precautions with the occupier of the premises and / or the appointed NML representative prior to the issue of a permit to work. Particular attention must be given to the following:

- the immediate work area must be segregated to the greatest extent practicable by non combustible screens;
- the immediate work area must be adequately cleaned and freed from combustible material before work commences;
- work in any enclosed building or structure shall require the presence of an additional employee whose duty shall be to guard against the outbreak of fire;
- adequate and suitable means of extinguishing fire shall be readily available;
- a **thorough examination** of the work area **shall be carried out** at the end of **each** working period;
- all burning / welding gear should only be retained at the workplace for the duration of its actual use. All cylinders must be secured or fixed in purpose built trolleys and flashback arrestors fitted between the regulator and hose;
- prior to 'burning off' existing metal work built into or projecting through walls or partitions an examination must be carried out to establish that the other end of the metal is not in close proximity to combustible material which may be ignited by the conduction of heat.

24. Work at Heights

All aluminium tower scaffolds used by the contractor must be of sound construction and erected by a competent person who has completed a tower scaffolding course (PASMA) or in the case of tube and fitting scaffolds, a competent scaffold contractor (Registered Scaffolder: CITB).

A Hand-Over Certificate must be obtained for all tube and fitting scaffolds, a copy of which must be available for inspection by NML's Health and Safety Officer.

Scaffolding inspections must be carried out as required, every seven days and after adverse weather conditions, the results of which must be recorded in the Scaffold Register This register must be available for inspection by the appointed NML representative.

The new Work at Height Regulations requires a suitable and sufficient assessment of the risk at lower levels (under 2 metres) as well as at higher levels. Extending ladders must only be used as a last resort when all safer alternatives have been discounted for reasons of practicality. All ladders must be subjected to a formal recorded annual inspection and must also be inspected on every occasion of use.

A ladder must be set on a firm level base and secured, usually by lashing, at or near its upper resting place. If it cannot be lashed, the ladder may be footed (permissible only if ladder is 3m or less) or a suitable proprietary ladder safety device used.

Ladders must show evidence of recent inspection **before** being allowed on site. They must be appropriate to the height of working. **Under No Circumstances** must contractors borrow ladders (or any other access equipment) from NML.

When undertaking work on a pitched roof, other than for a short duration, the contractor shall ensure that suitable edge protection, consisting of a guardrail and toe board is provided. An intermediate guardrail is required if there is an unprotected gap exceeding 470mm between guardrail and toe board. Short duration work, such as TV mast erection or the replacement of odd tiles, can be carried out by the use of a

suitable roof ladder with a properly fitted ridge iron. In this event, a harness (to EN361) and Lanyard (EN358) **must** be used, firmly attached to a secure anchorage point.

Mobile elevated work platforms (M.E.W.P) must be tested annually under L.O.L.E.R. 1998. The operatives must hold a IPAF license and safety harnesses must be worn when working inside the M.E.W.P. The Work at Height Regulations 2005 requires a written agreed emergency rescue procedure for M.E.W.P operatives.

Crawling ladders / crawling boards must be provided for safe access and egress to the work area on the roof except where the handhold and foothold afforded by the battens or similar members of the structure afford safe access and egress.

Where 'mansafe' systems are provided by NML, contractors must familiarise themselves in the means of operation and use harness / lanyard systems as previously described.

25. Work Sites (Protection of Employees and Members of the Public)

During works, safe access and egress to and from buildings adjacent to the immediate work area must always be provided. Where there is a danger that persons may be struck by falling objects or the fall of stacked materials, suitable preventative measures **must be provided** i.e. barriers, signs, chocks etc.

The contractor shall ensure that if the entrance is obstructed during work, that suitable alternative provision is made for members of the public, with particular attention paid to the needs of the elderly and persons with mobility problems.

The contractor **must ensure** that adequate segregation between the works and areas occupied by members of the public/staff is maintained **at all times**. Under no circumstances should unauthorised persons be able to gain access to the work site.

26. Written Method Statements (Safe Working)

The contractor will be expected to provide a detailed method statement, prior to the commencement of work, for any of the following operations:

- asbestos works;
- crane operations;
- demolition;
- laser equipment / devices;
- working at height;
- excavations.

Additionally, method statements may be requested for alternative operations considered to be of a hazardous nature.

The method statement should be submitted to the Estate Management Department for approval by NML's Snr Health and Safety Officer.

ACKNOWLEDGEMENT OF SAFETY GUIDELINES ISSUE

STATEMENT OF CONTRACTOR

I, the undersigned, acknowledge issue of NML's *Safety Guidelines for Contractors* booklet.

I also confirm, that myself, my employees (or sub-contractors where required) will **strictly adhere** to the recommended procedures contained within the aforementioned booklet.

Signed:

Print Name:

Name of Company:

Address:

.....

Date:

!!! IMPORTANT !!!

If you have any medical conditions or are on any medication, please make us aware by stating below:

APPENDIX D

NML Supplemental Conditions

NML SUPPLEMENTAL CONDITIONS

Tenders

It is essential that the Specification and Schedule of Works are read in conjunction with the drawings and with an inspection of the site. No allowance will be made for any claim for additional work to carry out any item of work due to the Contractor not having ascertained the full implication of the work at tender stage.

The Contract price will be a fixed sum exclusive of VAT. All tenders must allow for the provision of labour, supervision, materials, fittings, plant and equipment etc. required to complete the work.

The Contractor is to allow for all costs arising from the employment of direct labour or any sub-contractor employed by the contractor.

The Contractor is to allow for all expenses, fares, subsistence etc. necessary and must include all packing and transportation costs required to complete the work.

The Contractor shall study the contract documents and allow for carrying out the work in accordance with the true intent and meaning of the documents and include for all labour, materials, fittings etc. that may be required but not specifically called for in the Specification, Schedule of Works or drawings.

It is the Contractor's responsibility to study the contract documents carefully and seek clarification of any discrepancies, ambiguities or other aspects that do not appear to be clear before submitting the tender.

The Contractor is required to examine the site of the proposed work and make all necessary recommendations concerning the operation of any existing environmental system, security system or fire system which may be affected by the type and method of carrying out the work.

General Conditions

The Contractor is not to park any vehicles, owned or operated by their work-force, sub-contractor, representatives, etc., within parking areas designated as staff or visitor parking, or in any driveway, fire access route, walkway, etc., unless granted permission to do so by security.

The work area should be cleaned with a vacuum cleaner on a daily basis, or more frequently if necessary, to keep floor reasonably clean and the area free of dust.

The Contractor, their representatives or any other person associated with the work, are not permitted to smoke anywhere within the museum grounds unless in areas specifically and clearly labelled as smoking

areas. This is in order to minimise the risk of fire and smoke damage to objects and buildings, and to reduce the threat to life of the occupants.

The delivery of all materials and equipment to the work site must be pre-arranged with the Visitor Services Manager and security office, to ensure that the location and time of loading / unloading is acceptable to both parties. The Contractor must give particular attention to keeping clear access into the building in the event of fire.

The Contractor must ensure that at any time during the period of work, any entrance or exit, hallway, stairway (fire stairs or otherwise) etc, is kept in the same passable condition in which it was found.

Should any member of the Contractor's workforce discover a potential fire hazard in existing electrical wiring or any other system affected by the work, the Contractor will immediately report this in writing to the Contract Administrator / security office / Supervising Officer.

In the event of any incident considered by security staff or other qualified administrative personnel to constitute a reason to evacuate the work site, all of the Contractor's employees shall follow the directions of these authorities and shall be subject to their instructions pending a return to normal activities.

Security and Restrictions on Site

The Contractor, his employees and all sub-contractors must report to security each day, sign in and obtain a security badge which must be worn at all times.

The Contractor must not trespass beyond the authorised areas of work and access thereto.

The use of portable radios and tape/cassettes players, personal iPods (with or without headphones) or the like will not be permitted.

The Contractor shall ensure that the works, materials and equipment are safeguarded from damage and theft. It is the Contractor's responsibility to safeguard all deliveries during loading and unloading.

Limitations of Working Hours and Overtime

It is recognised that compliance with the shutdown period may require the adoption of multi-shift working. This is acceptable, subject to prior arrangement with the Contract Administrator.

No work which will be covered up and subsequently not available for inspection may be carried out out of normal working hours of 8am - 5pm. In the event that this occurs, the Contractor may be requested to remove and replace work at no additional cost to allow inspection.

Health, Safety and Welfare

The Contractor shall allow for all measures to ensure full compliance with enactments, regulations and working rules relating to safety, health and welfare of workpeople.

The Contractor must ascertain for himself any information he may require to ensure the safety of all employees, sub-contractors employees and persons engaged on the works.

The contractor will be permitted to share these facilities with other site operatives on the strict understanding that any abuse of this arrangement will not be tolerated and will lead to this offer being withdrawn.

SECURITY INSTRUCTIONS FOR CONTRACTORS

The following are instructions for contractors working on NML property and are intended to assist in the smooth running of a project whilst providing a secure site.

Procedures for contractors working on site:-

- All contractors should sign in and out at the Security Control Room at the beginning and end of each working day.
- Contractors should only enter or exit the site by the approved route.
- Under no circumstances will contractors be allowed into areas of collection storage.
- Contractors should fully comply with the NML Fire and Evacuation procedures.

Contractors may be required to provide, in advance, the names of operatives working on the site, to NML's Security Officer.

Equipment and materials should not be placed against the side of buildings.

Ladders must be chained to a secure point when not in use at all times and at the end of each working day, weekend or holiday period.

Contractors will not under any circumstances disconnect or move any movement detectors or cameras, or cut any cable that might be associated with the security system of the building.

SITE CONTACT NUMBERS

NML Contract Administrator	Mark Howells	0151 478 4637
NML Senior Security Officer	John Fitton	0151 478 4680
NML Senior H & S Officer	Joseph Dixon	0151 478 4673
Site Security	MITIE	TBC

APPENDIX E

NML Procurement Protocol

NML Procurement Protocol

The procurement of all works, goods and services by National Museums Liverpool (NML) will be based on value for money, having due regard for propriety and regularity, and in doing so, it will support the strategic objectives of NML – in particular to maximise and make best use of the resources available.

We will strive to improve our commitment to best practise procurement by:

- Procedures covering the procurement of goods, services and works (i.e. all non pay expenditure) will be designed to obtain best value for money, whilst reducing risk, and ensuring legal compliance. Value for money takes financial (particularly whole life costs) and qualitative factors, and fitness for purpose into consideration. Therefore, purchases are made based on the best value in terms of technical and commercial merit and NOT just cost alone.
- Procurement activities will be undertaken in a transparent, professional and ethical manner.
- Whole life costs will be considered when procuring goods and services. In addition to the upfront cost of buying the goods, the cost of installation, operating, maintenance, decommissioning and disposal should be taken into account.
- All relevant legal requirements, including UK and EU legislation, will be complied with in all procurement activities.
- The Head of Procurement has overall responsibility for the operation of efficient and effective procurement processes.
- All procurement activity must be carried out with honesty and integrity, avoiding even the appearance of impropriety, maintaining consistency in all processes and actions.
- Goods and services will be procured by competition unless there are compelling reasons to the contrary. The minimum competitive requirements for expenditure will be set out in NML internal Financial guidelines. NML publishes its tender opportunities on Contracts Finder, in compliance with the changes introduced within the Public Procurement Regulations 2015. (Contracts Finder is the Government's single platform providing access to public sector procurement related information and documentation, including the facility to publish both tender and contract documents in a single place.)

- Single tender action, where only one supplier is asked to respond to a procurement need, should only be used in exceptional circumstances and must be justified in advance in accordance with internal Financial guidelines
- NML will strive to procure via aggregation of requirements across NML in order to establish central contracts to ensure economies of scale. It will be compulsory to use such contracts unless otherwise agreed with the Head of Procurement.
- NML will strive to use frameworks, such as CCS, ESPO and CPC, where it can be shown that benefits are delivered.
- The procurement of works, goods and services over certain financial thresholds will be in accordance with the European Community Procurement Rules i.e. the publishing of notices in the Official Journal of the European Union.
- All staff (including externally grant funded) and any party who may commit expenditure directly on behalf of the Museum have a responsibility to familiarise themselves and comply with the Procurement Policy. In doing so they will support and maintain the integrity of the procurement process, and seek to ensure value for money procurement processes and for overseeing the procurement of all goods, services and works.
- NML is committed to adopting full e-procurement, with the use of electronic tendering, electronic ordering of goods and payment to our suppliers, resulting in improved efficiency and a reduction in costs for us and those who do business with us.
- NML will treat all suppliers fairly and equally and with upmost integrity. Supplier's confidential information must not be disclosed to any third party or used in any way without the consent of the supplier.
- Any material personal interest which may affect, or be seen to affect, impartiality or judgement should be declared by any staff member involved in the procurement process.
- We will report quarterly on the performance of NML's procurement activity.
- **Sustainable Procurement** - Our sustainability objective is to ensure a continuous improvement in procurement decisions measured against delivering sustainable trading. More specifically, we seek to avoid adverse social and environmental impact in the supply-chain, the reduction of environmental impact from service operations and the purchase of products that meet recognised environmental standards. (See Sustainable Procurement statement)
- **Ethical Procurement** - Our ethical objective is to ensure that people in the supply-chain are treated with respect and have rights with regard to employment including the rights to freely choose employment, freedom of association, payment of a national living wage, working hours that comply with national laws, equal opportunities, recognised employment relationship, freedom from intimidation and to a safe and healthy working environment. (See Ethical Procurement statement)

- NML expects its suppliers to make similar commitments with regard to sustainability and ethical practises and to confirm this during its dealings with NML. Acceptance of this will be asked during the tender process and as part of the Terms and Conditions of business.
- We will strive to make NML a beacon of best practice for procurement.

Ethical Procurement Statement

Procurement has a role to play in minimising any risk of social exploitation within the supply chain. This statement addresses the expectation that our staff and suppliers have a natural respect for our ethical standards in the context of their own particular culture and that relationships with our suppliers are based on the principle of fair and honest dealings at all times.

The same principle of fair and honest dealings must be extended to all others with whom our suppliers do business, including employees, sub-contractors and other third parties and their local communities.

As an organisation, NML staff should ensure that we behave ethically not only in the direct impact of our activities, but also indirectly through our supplier relationships. Hence, NML requires that goods and services purchased will be sourced ethically and bought from supply sources which maintain ethical standards throughout their supply chains

In all procurement activities, NML staff must consider the suppliers they deal with, ensuring compliance with the following key elements:

1. Procurement Practice - NML staff will always act professionally and selflessly by:
 - (a) maintaining the highest possible standard of integrity in all their business relationships both inside and outside the organisations where they work;
 - (b) rejecting any business practice which might reasonably be deemed improper and never using their authority for personal gain;
 - (c) declaring any material personal interest which may affect, or be seen to affect, their impartiality, or judgement, in respect of their procurement duties. The declaration of interest may be in connection to a supplier, colleague or third party, and would be deemed to impinge on their impartiality
2. Fairtrade – to seriously consider Fairtrade products where applicable.
3. Ethical Procurement Labour Framework (Child Labour) - It is recognised that the use of child labour continues to be a significant problem across world-wide supply chains particularly in sub-contracted manufacturing within the developing world. It is unacceptable to NML that any goods or services procured use Child Labour in any part of the associated supply chain.
4. Minimise our environmental impact by seeking to:
 - Use renewable energy and manage our energy efficiently
 - Reduce our reliance on fossil fuels
 - Reduce our reliance on chemicals that persist in the environment and have the potential to harm health.
 - Embrace natural products and services.
 - Minimise waste through recycling and other sustainable waste management practices.
5. Modern Slavery Act 2015 –we will comply with the modern slavery act. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. As part of our

tendering process we will insist that responders provide assurances that they have undertaken appropriate due diligence in ensuring that there is no slavery or human trafficking within the supply chains that serve their contract with NML. We will also add appropriate clauses to our standard contracts.

Standards expected of our Suppliers

We expect our suppliers to comply with legal requirements and to adopt the following moral principles:

- **Regulatory compliance** - Suppliers shall comply with all national and other applicable law and regulations. Where the national law and this Standard are in conflict, the highest standards consistent with national law should be applied.
- **Elimination of child labour** - Suppliers should develop or participate in and contribute to policies and programmes that provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- **Right to a national living wage** - Wages paid for a standard working week meet or exceed national (or, where applicable, local) legal standards.
- **Avoidance of excessive working hours** - Standard working hours must comply with national laws and national benchmark industry standards; whichever affords greater protection to the employee.
- **No discrimination** - A policy of equality for all should be in place and there should be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, religious beliefs, union membership or political affiliation.
- **No harsh or inhumane treatment** - Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse of other forms of intimidation shall be prohibited.
- **Safe and Healthy Working Conditions** - To provide a safe and healthy working environment bearing in mind international standards, the prevailing knowledge of the industry and of any specific hazards.
- **Environment** - To comply with all environmental legislation, regulations and all local laws which relate to the organisations environmental aspects to facilitate the protection of the environment.

Summary - Suppliers must uphold basic human rights. No organisation within the supply chain should be linked to an oppressive regime, or be involved in a business that may damage the reputation of or is unacceptable to the principles of NML .

Sustainable Procurement Statement

NML is committed to sustainable procurement. Sustainable procurement is often described as the purchase of works, goods or services in a way that achieves value for money on a whole life basis. This means that purchases are considered in terms of the associated positive or negative impacts on the community, both local and global, the economy and the environment.

NML recognises its responsibilities to carry out its Procurement activities in an environmentally responsible and sustainable manner. NML will therefore strive to:

- Comply with all relevant environmental legislation.
- Ensure that all procurement decisions are taken in the spirit of the NML Sustainability Policy
- Ensure that suppliers environmental credentials are, as far as legally practicable, considered in the supplier appraisal process.
- Sustainability requirements will be considered and where appropriate will be specified in initial tender documentation for both suppliers and contractors, to ensure suppliers and contractors are aware of our environmental and social criteria at an early stage in the tender process.
- Where practicable, we will purchase goods that have a minimal impact upon the environment, both local and global. Factors taken into consideration will include sustainability of resource production, transportation, full life energy/raw material consumption and waste production and percentage recycled content.
- Environmental and social factors shall be considered in the purchasing process. Specifically this includes considering what the product is made from, the product durability, where it is made and by whom, the efficiency of the product during use and the processes involved in its production and distribution, what the disposal requirements are and if it can be reused or recycled.

Acknowledgement of NML Procurement Protocol

STATEMENT OF BIDDER

I, the undersigned, acknowledge and agree to comply with NML's Procurement Policy, specifically the statements re Ethical Procurement and Sustainable Procurement.

I also confirm, that myself, my employees (or sub-contractors where required) fully comply with the Modern Slavery Act 2015.

Signed:

Print Name:

Name of Company:

Address:

.....

Email Address:

Date:

!!! IMPORTANT !!!

PLEASE RETURN THIS PAGE WITH YOUR TENDER RETURN

APPENDIX F
Asbestos Management Plan

ASBESTOS MANAGEMENT PLAN

For

**National Museums Liverpool
World Museum Liverpool
William Brown Street
Liverpool**



22nd November 2016

Asbestos Management Plan

Author: Stephen Jarvis – Asbestos Management UK Ltd (AM UK LTD)

Issue Date: November 2016 Date of next Review: November 2017

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Asbestos Management Plan

1.0 General Statement

National Museums Liverpool recognises the responsibilities and duties under the Health and Safety at Work etc Act 1974, to provide as healthy and safe an environment as is reasonably practicable for all employees, contractors, visitors and members of the public.

Under the Control of Asbestos Regulations (CAR) 2012 National Museums Liverpool recognises and accepts its duty to manage asbestos in non-domestic premises.

This plan relates solely to the management of asbestos containing materials (hereafter known as ACM's), it is a live document and will be reviewed periodically as and when new legislation, Approved Code of Practice (ACOP) and good practice is changed.

2.0 Legal Responsibility

National Museums Liverpool has an explicit duty to assess and manage the risks from asbestos and is ultimately responsible for the implementation of the Asbestos Policy.

National Museums Liverpool will ensure that Asbestos management of World Museum Liverpool, William Brown Street, Liverpool is compliant with current HSE Control of Asbestos (CAR) 2012 legislation.

2.1 Duty Holders Responsibility

- Survey World Museum Liverpool, William Brown Street, Liverpool and take reasonable steps to determine the location of ACM's.
- Presume materials to contain asbestos unless there is evidence not to do so.
- Make and maintain a written record of the locations of asbestos and presumed asbestos materials.
- Assess the risk of exposure and document actions necessary to manage the asbestos.

2.2 Management Responsibilities

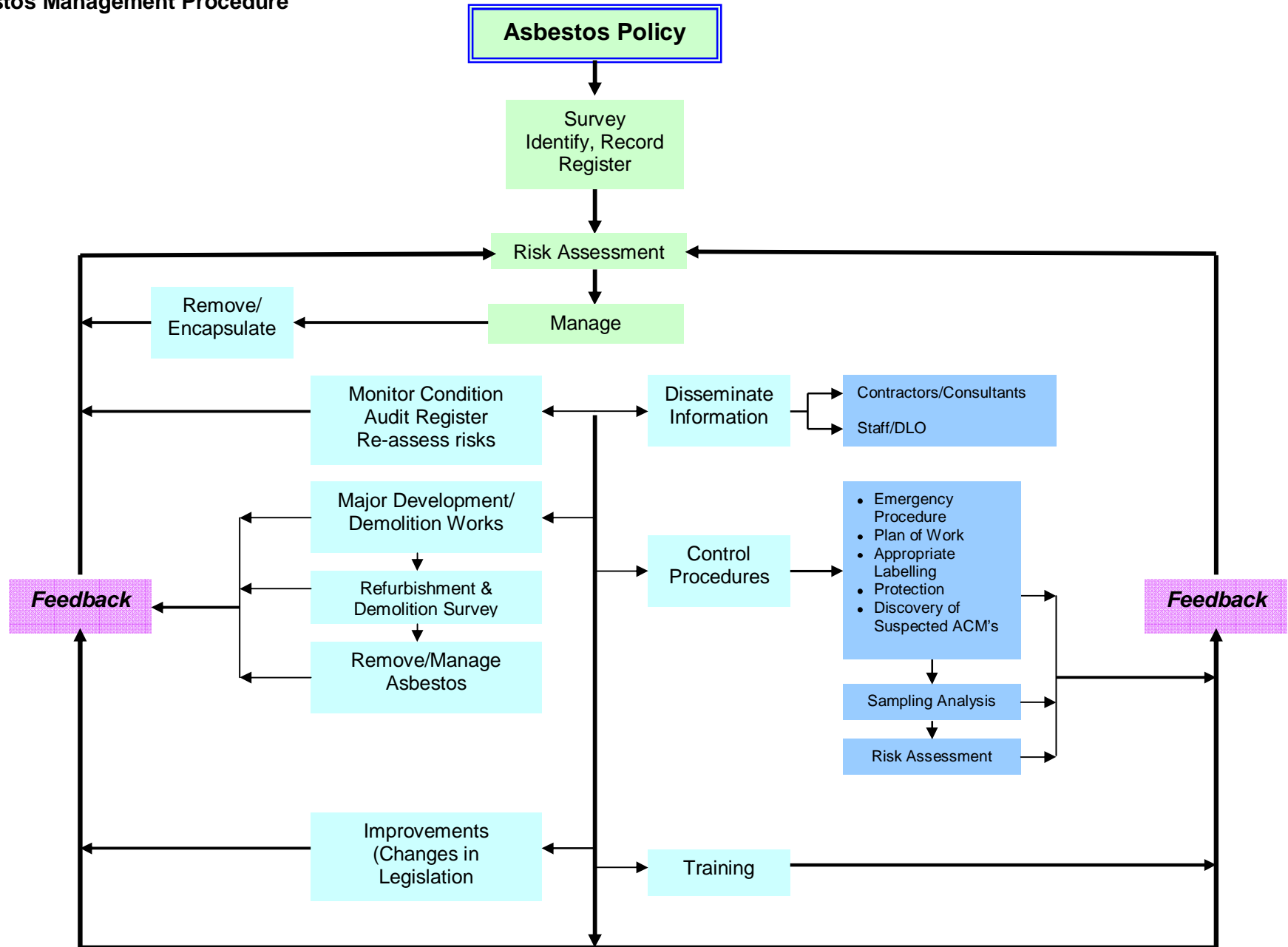
- Identify and train personnel to oversee the Asbestos Management Plan.
- The Register of ACM's shall be kept up to date and shall provide a record of the location, condition, maintenance and removal for all ACM's on National Museums Liverpool premises.
- To repair, seal, label or remove asbestos, if there is a risk of exposure due to its condition or location.
- Periodically monitor the condition of ACM's, update the asbestos register and reassess the risk.
- Make information available to those who may come into contact or disturb ACM's. Information shall be provided in a written/electronic format and shall be correct on the date it is presented.
- Arrangements shall be put in place so that work which may disturb the ACM's comply with current legislation.
- Ensure that prior to the commencement of any works which may have the potential to bring staff into contact with

ACM's, the asbestos register should be consulted and information used within the risk assessment for the works.

2.3 Employees Responsibilities

- Report any defects or suspected ACM's prior to starting/continuing with work.
- Make full and proper use of any control measures put in place for working with or adjacent ACM's e.g. PPE.
- Follow carefully all the procedures set out in the 'Plan of Work' for the works.
- Keep the work place clean, Eat and drink only in agreed locations.

3.0 Asbestos Management Procedure



4.0 Surveying Premises for ACM's

In order to manage the risk from asbestos, the Duty Holder shall ensure that a suitable and sufficient assessment is carried out as to whether asbestos is or isn't liable to be present

An initial assessment shall be made as to whether ACM's may be present within National Museums Liverpool buildings and areas of the Estate.

This will be followed by a full Management survey as recommended in HSE Guidance document HSG 264 Asbestos the survey guide. The survey shall be undertaken by a competent surveyor qualified to BIOH 402.

Asbestos survey reports shall be presented in a format compatible with the current asbestos register and shall provide the following minimum information:-

- Purpose and date of survey
- Annotated floor/site plans indicating sampling points and unique references
- Asbestos material assessment
- Priority Assessment (to be prepared in consultation with Duty Holder)
- Asbestos Risk assessment
- Recommendation

In advance of all major refurbishment and demolition work a Refurbishment & Demolition survey shall be carried out as recommended in HSG 264 Asbestos the survey guide.

Survey reports shall be presented in a format compatible with the current asbestos register. All information from the

Refurbishment & Demolition survey shall be made available to the Principal Contractor and included in the Pre Tender Health and Safety Plan where appropriate.

In the absence of information relating to ACM's within any National Museums Liverpool it shall be assumed that asbestos is present and therefore appropriate controls dependant on activity shall be put in place to avoid any exposure to asbestos.

5.0 Asbestos Register

Current ACM risk assessments are based on a material/priority score and algorithm which is compatible with that recommended in HSG 264 Asbestos the survey guide.

Data contained within the asbestos register will be frequently reviewed and updated in line with physical alterations of National Museums Liverpool along with asbestos removal, encapsulation and environmental cleaning works being carried out. The database will be regularly updated by a competent person.

Information regarding ACM's and general information on management of asbestos may be obtained by contacting National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626** who will check the register and provide appropriate information.

National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626** strive to raise awareness of Asbestos materials and encourage staff to check the asbestos register prior to commencing any work activity. Awareness training can be provided to key personnel if

required to ensure asbestos is considered in all activities and that appropriate checks are made from the asbestos register.

5.1 Audit process

Asbestos materials identified within the National Museums Liverpool asbestos register shall be periodically reviewed.

The audit process shall involve a visual inspection of all ACM's listed in the asbestos register. Each material shall be reassessed on its condition and likelihood of disturbance by **Asbestos Management UK Ltd (AM UK LTD)**

Results from the audit survey shall be fed back into the asbestos database. Where changes are identified risk assessments will be revised and priorities adjusted and appropriate management controls put in place.

5.2 Management of ACM's

Identified ACM's have been assessed for risk and categorised National Museums Liverpool is committed to reducing the risks from asbestos to a minimum.

The programme for asbestos removal and environmental cleaning work shall continue in accordance with the National Museums Liverpool Asbestos Policy.

Regardless of priority all ACM's shall as far as practicable be identified and totally removed by specialists in advance of major refurbishment and demolition works.

6.0 Asbestos Removal and Environmental Cleaning Works

Works involving the treatment, encapsulation or removal of ACM's shall be undertaken by approved licensed asbestos

contractors or the Principal Contractor for the removal or treatment of asbestos shall:

- Consult the Asbestos Register and survey information in the Health and Safety plan to assess the risk and ascertain the scope and extent of asbestos removal.
- Provide a 'Plan of Work' for the Project Manager/ Principal Contractor as to how the asbestos shall be removed in compliance with current legislation.
- Notify Health & Safety Executive at least 14 days prior to works to which (CAR) 2012 applies.
- Notify National Museums Liverpool Health and Safety Officer when preparing the works for removal to allow independent inspection and smoke testing to be carried out if required.

7.0 Airborne Monitoring

An Independent Analytical company UKAS accredited to ISO17025 (or equivalent) shall be employed to carry out these works.

7.1 Clearance Testing

All available information from National Museums Liverpool Asbestos Register (applicable to areas concerned) shall be made available to the independent analyst prior to commencing these works.

On satisfactory completion of these works, the analyst shall produce a report that will allow National Museums Liverpool Asbestos Register to be updated.

7.2 Reassurance Monitoring

Airborne monitoring shall be carried out in areas considered sensitive, or in situations where it is considered necessary, to provide documentary evidence that no leakage has occurred. Reassurance monitoring shall be carried out at the discretion of National Museums Liverpool

7.3 Personal Monitoring

Licensed contractors 'working with asbestos' shall take adequate steps to monitor the exposure of their employees to asbestos, all in accordance with current legislation.

8.0 Use of Direct Labour and External Contractor (non licensed)

Only minor incidental work may be carried out by direct labour and contractors who are not licensed. Minor work being defined as work involving any of the following materials:

- Asbestos cement – asbestos cement products
- Articles of bitumen, resin or rubber which contain asbestos
- Asbestos insulating board where action levels are not likely to be exceeded or the duration of the work is less than 1 hour for 1 person or a total of 2 hours for all the people working on it within any 7 day period.

Any such work carried out shall be subject to a risk assessment undertaken on a job by job basis by a competent person. Working procedures shall strictly follow the 'Plan of Work' produced following the risk assessment, as well as recommendations published by the Health & Safety Executive: 'Asbestos Essentials' task manual.

9.0 Control of Waste Asbestos

9.1 Storage and Disposal of ACM's

During and on completion of asbestos removal and environmental cleaning works, ACM's shall be double bagged/wrapped as it is produced. Bags shall be sealed, labelled and cleaned prior to removal from the enclosure. Bags containing asbestos waste shall be transported along an agreed route for immediate removal from site, or safe storage within a lockable container located in an agreed position on site.

Asbestos waste material generated from 'non licensed' works either by contractors or direct labour such as asbestos cement and bitumen products shall be double bagged/wrapped and stored in a secure lockable location.

Where damage cannot occur. Final removal and disposal of these items shall be arranged via a licensed asbestos removal contractor.

All asbestos waste shall be disposed of strictly at a site licensed to receive it all in accordance with the Special Waste Regulations 1996. The Contractor responsible for disposal of asbestos waste shall provide National Museums Liverpool with documentary evidence of safe disposal via copies of consignment notes.

10.0 Work carried out by/on behalf of National Museums Liverpool Prior to commencement of any work where there is a possibility of disturbing ACM's (however minor), the person who is intending to commission work shall carry out a risk assessment.

A check for the presence of ACM's should be made by contacting National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626** who will check the asbestos register and provide an assessment report either verbally or written. This report shall be supplied to the competent person responsible for managing the Asbestos Register and who is able to interpret the information and correctly assess any risks identified.

If an initial enquiry is negative it must not be assumed that there is no asbestos. Although every effort has been made to identify locations, destructive investigations have not taken place and no building can be said to be completely free of asbestos. If any suspect material is encountered prior to or during works, works must cease and suspected material must be reported to National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626**.

If there is any uncertainty as to the accuracy of the details in the register then asbestos survey should be carried out.

11.0 Non-Removal of Asbestos during Building Work

Where a decision is taken by National Museums Liverpool not to remove ACM's then precautionary measures shall be put in place. This will include:

- Information regarding ACM's shall be made available to the contractor prior to the commencement of works.
- The Contractor shall provide details of the measures to be taken in order to protect the material from damage/disturbance of ACM's arising from the works.
- Routine airborne monitoring of the working area may be requested as reassurance that the work is not disturbing ACM's.

- Limitation of access controls to be put in place.
- Limitation of extent of works to be put in place.

12.0 Emergency Procedure: - Reporting Of Suspected ACM's Identification of Disaster Zone

The following procedure should be followed whenever suspected ACM's or a disaster zone is identified:-

- Stop work immediately.
- Isolate the area, i.e. shut doors and windows etc.
- Post warning notices and inform people in the immediate area and request that everyone keep away.
- Make contact with National Museums Liverpool and/or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626** and provide details of the occurrence.
- National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626**
- In circumstances where no records are available National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626** shall organise for samples to be taken for analysis by a UKAS accredited testing, sampling and analysis laboratory.
- Appropriate risk assessments and control procedures shall be agreed following consultation with National Museums Liverpool or **Asbestos Management UK Ltd (AM UK LTD)** and implemented to avoid exposure of ACM's to building users.
- Encapsulation, treatment or removal of disturbed ACM's shall be carried out in accordance with current legislation before areas are re-occupied. In circumstances where a

'site' is under the control of a Principal Contractor and ACM's are discovered the Procedures contained in the Health & Safety Plan should be followed and the Project Manager and Planning Supervisor

Asbestos awareness training sessions will be provided where appropriate.

- Informed as soon as practical.

The following points should be noted:

- **Do not** allow works to continue on any materials, which are suspected of containing asbestos.
- If suspected ACM's have been damaged or disturbed during work(s) in progress, the materials should be left in-situ, the work(s) suspended and the area isolated pending further investigation.
- **Do not** attempt to take a sample. The actual act of sampling asbestos can expose the sampler to dangerous levels of fibres and it is possible to contaminate the surrounding area.
- Samples should **only** be taken by **Asbestos Management UK Ltd (AM UK LTD)** on **0845-260-6626**

13.0 Training

It is essential that as well as recognising the hazard, every effort is made to minimise/eliminate the risks to the working population by effectively controlling and managing all work where asbestos is present.

Training can play an important role to help reduce the risk of exposure. National Museums Liverpool is committed to reducing the potential of this risk to both staff and anyone who visits or undertakes maintenance works at National Museums Liverpool

ASBESTOS PERMIT TO WORK

For

National Museums Liverpool

PERMIT TO WORK (ASBESTOS)

This permit to work is issued to the following person. No other work other than that detailed must be carried out.

(Complete in Block Capitals)

Work to Carry Out:	Company Name:
---------------------------	----------------------

Name of personnel:	Position
---------------------------	-----------------

Date/s of work:	Duration of Permit:
------------------------	----------------------------

Location/s of work in the building

Description of work (specific)

The contractor must view the asbestos report prior to the commencement of work and satisfy themselves to the best of their knowledge that their work activities will not displace the known locations of the asbestos containing materials.

* Delete as applicable

One Copy for Office

Duplicate copy to contractor

◆ Contractor

I acknowledge that I/we have examined the asbestos report in relation to the proposed area of work as defined by the Responsible Person and that the work activities will not displace the asbestos materials. I hereby declare that no other work than that stated above will be carried out, and all precautionary measures will be adhered to:

Name:		Signature:	
Designation:		Time:	Date:

◆ Authorisation

Name of person issuing permit (Responsible Person):		Signature:	
Designation:		Time:	Date:

◆ Clearance

I hereby declare that the work stated above has/has not* been completed
Details:

Name:		Signature:	
Designation:		Time:	Date:

◆ Cancellation

All copies of this permit to work are hereby cancelled:

Name:		Signature:	
--------------	--	-------------------	--

Actual Work involving licensed asbestos containing materials will only be carried out by a licensed asbestos removal contractor and with the appropriate forms of asbestos controls in place. Non licenced asbestos containing material can be worked upon provided HSE guidelines are followed

* Delete as applicable

One Copy for Office

Duplicate copy to contractor

Permit to Work - Guidance

CONTROL

A Permit to Work procedure is a formal written system used to control certain types of work which are potentially hazardous. The term 'Permit to Work' refers to the pro-forma or certificate which forms a part of an overall safe working system.

The essential features of Permits to Work are:

1. Clear definition of who may authorise particular work.
2. Clear identification of who is responsible for specifying the necessary precautions to be taken.
3. Effective instruction and training to all personnel in the issue and use of permits.
4. Performance monitoring in order to ensure that the safe system is implemented as intended.

The permit is therefore a written document that gives authorisation to certain people to carry out specific work within certain time constraints and which sets out the main precautions needed to complete the work safely and without any risks to health to those people who are involved. The mere issue of a Permit to Work does NOT

(i) Simply give permission to carry out dangerous work or (ii) makes a job safe.

RESPONSIBLE PERSON

For the purpose of this Permit to Work, the Responsible Person is deemed to be a member of the Company who is appropriately conversant with the current Asbestos Survey Report and any accompanying documentation.

The Responsible Person should check the exact work areas affected against the Asbestos Survey Report.

If asbestos containing materials are likely to be disturbed Asbestos Management UK Ltd (AM UK) should be contacted on [0845-260-6626](tel:0845-260-6626) or by email: steve@asbestosmanagementuk.co.uk

ASSESSMENTS OF RISK

The purpose of a Permit to Work system is to ensure that proper consideration is given to the risks of particular work and that these are assessed and controlled before work starts.

OBJECTIVES

The primary objectives of the procedure are to:

Ensure proper authorisation of designated work which may be of: certain types any type within certain designated areas

UNDERSTANDING

Management and Supervision must ensure that persons involved in such work fully understand the exact:

- Identity, nature and extent of the job
- the hazards involved
- the precautions to be taken
- limitations as to the extent of the work and of the time during which the work may be carried out

LINE MANAGEMENT

It is important to ensure that the line manager in direct charge of an area, location, unit, plant, installation or equipment is fully aware of all the work being done. A system of control must be provided. Provision must be made for a record showing that the nature of the work and the necessary precautions have been checked by the appropriate persons. Line management should also provide a formal hand-back procedure to ensure that the part of the plant, installation or equipment affected by the work is in a safe condition before production is resumed and normal work etc.

INDIVIDUAL RESPONSIBILITIES

Clear information, instruction, training and guidance should be given to all who have responsibilities under Permit to Work procedures including:

- i) Management and, where appropriate, occupiers and owners
- ii) Contractors and sub-contractors
- iii) Supervisors and Foremen
- iv) other employees or non-management and supervisory staff

CIRCUMSTANCES IN WHICH PERMITS MUST BE USED

These include potentially hazardous work for which Permits to Work are normally required e.g.

- | | |
|------------------|----------------------|
| i) Maintenance | vii) Re-construction |
| ii) Repairs | viii) Dismantling |
| iii) Inspection | ix) Adaptation |
| iv) Testing | x) Modification |
| v) Alteration | xi) Cleaning |
| vi) Construction | |

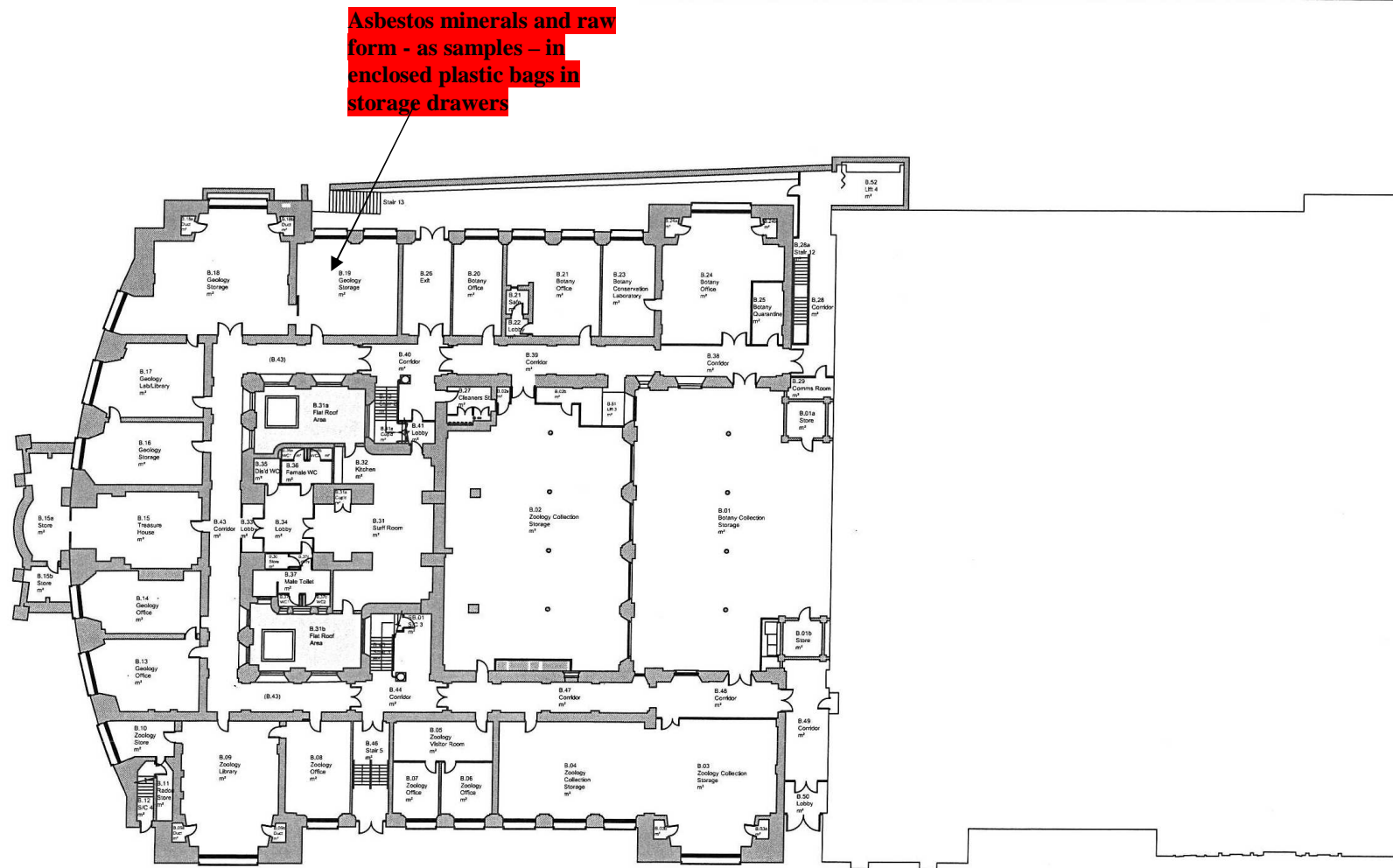
[This permit need only be issued where the Responsible Person is aware of the presence of asbestos in the proposed work area and/or if the nature of the work may in any foreseeable way lead to the disturbance of asbestos in this or any adjoining areas.](#)

SITE PLAN

OF

National Museums Liverpool

WORLD MUSEUM LIVERPOOL - BASEMENT

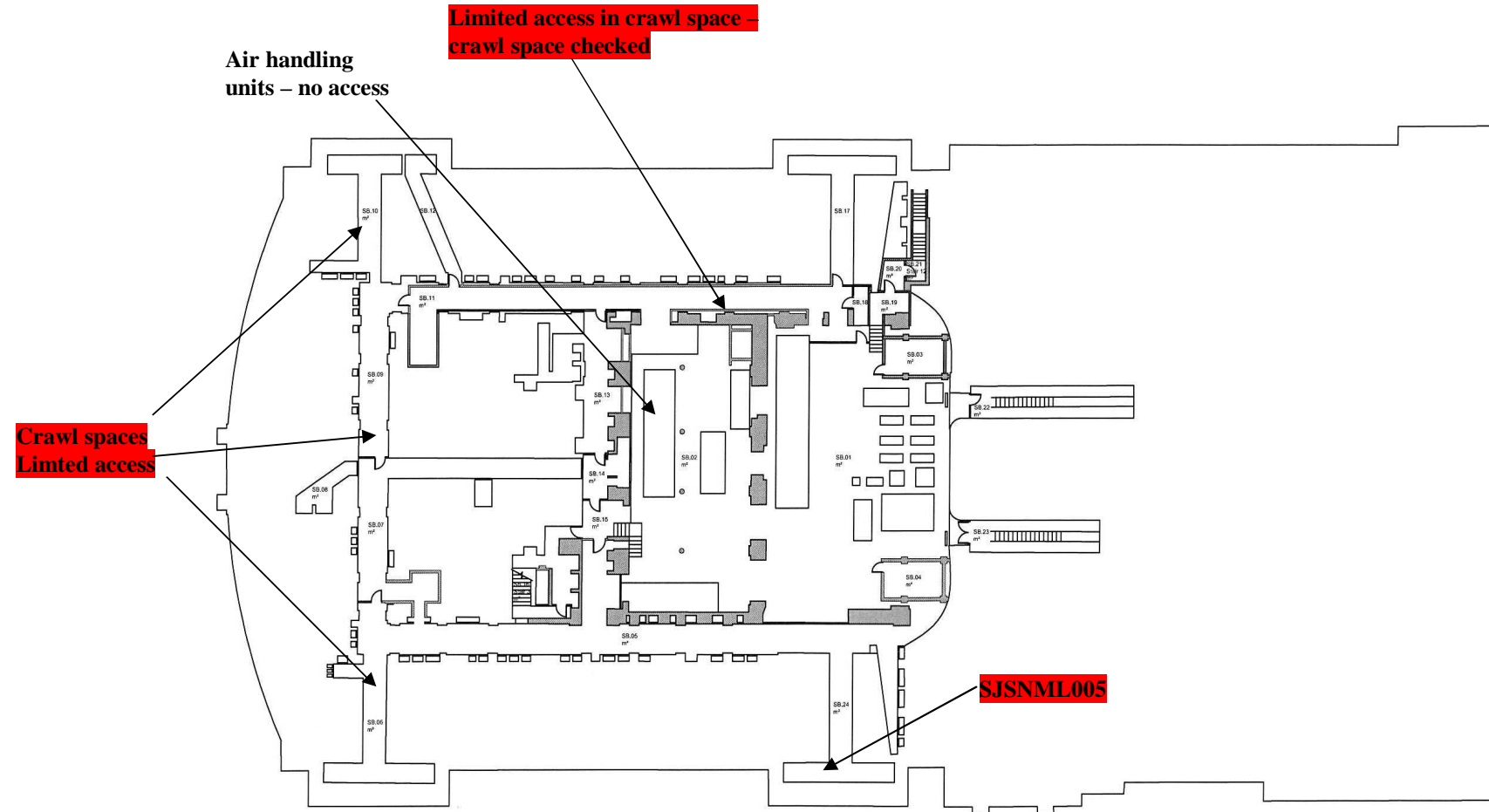


Revision	Details	Name and Date
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Title Floor Basement		
Drawing Number NML - WML / 02		Revision
Scale A4	Date 11/01/06	Drawn GM
		Status Base
NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool L2 2JH		

Negative

Positive

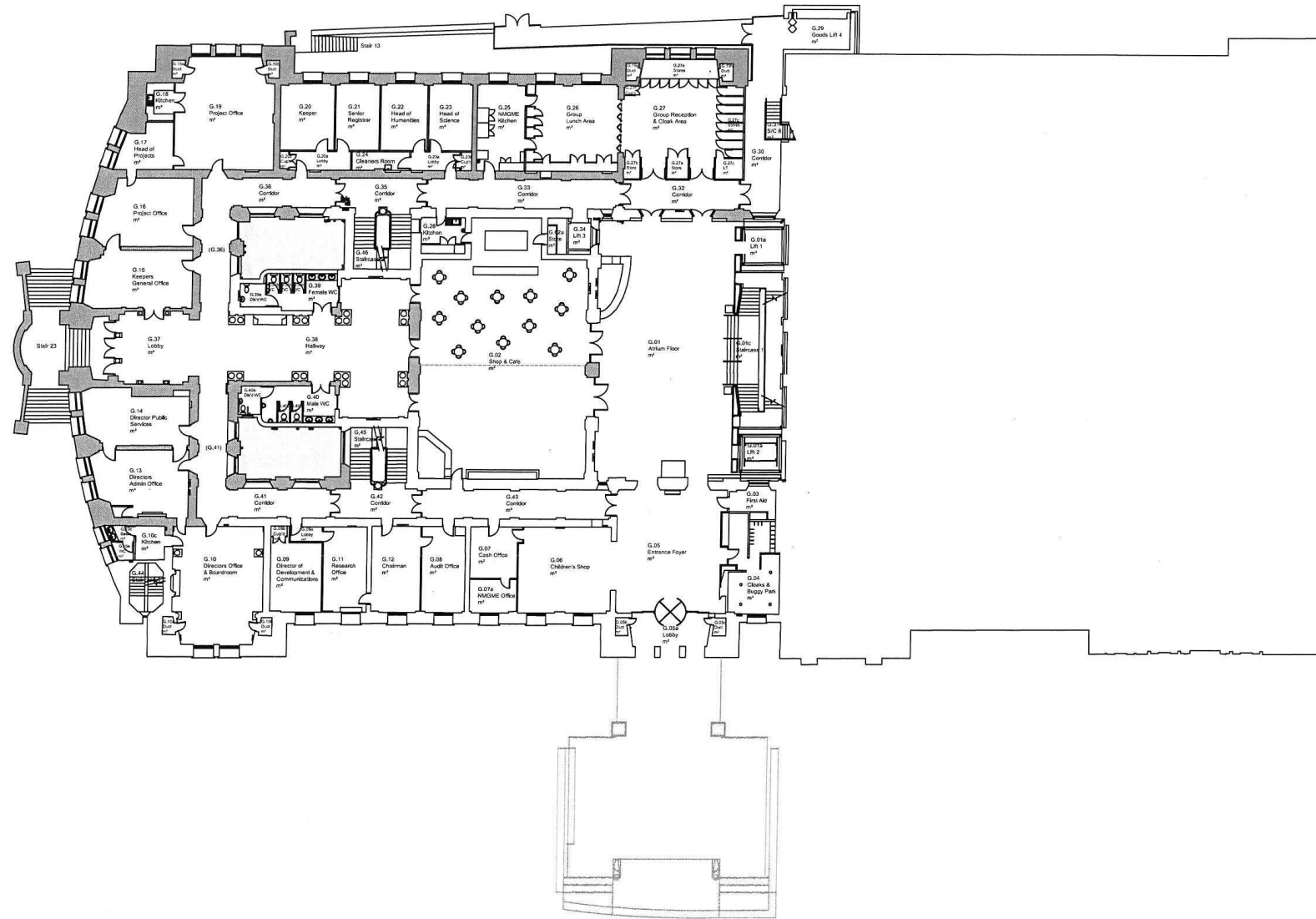
WORLD MUSEUM LIVERPOOL – SUB BASEMENT



Revision	Details	Name and Date	
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Title Floor Sub Basement			
Drawing Number NML - WML /01		Revision	
Scale A4	Date 11/01/06	Drawn GM	Status Base
NATIONAL MUSEUMS		LIVERPOOL	

Negative
 Positive

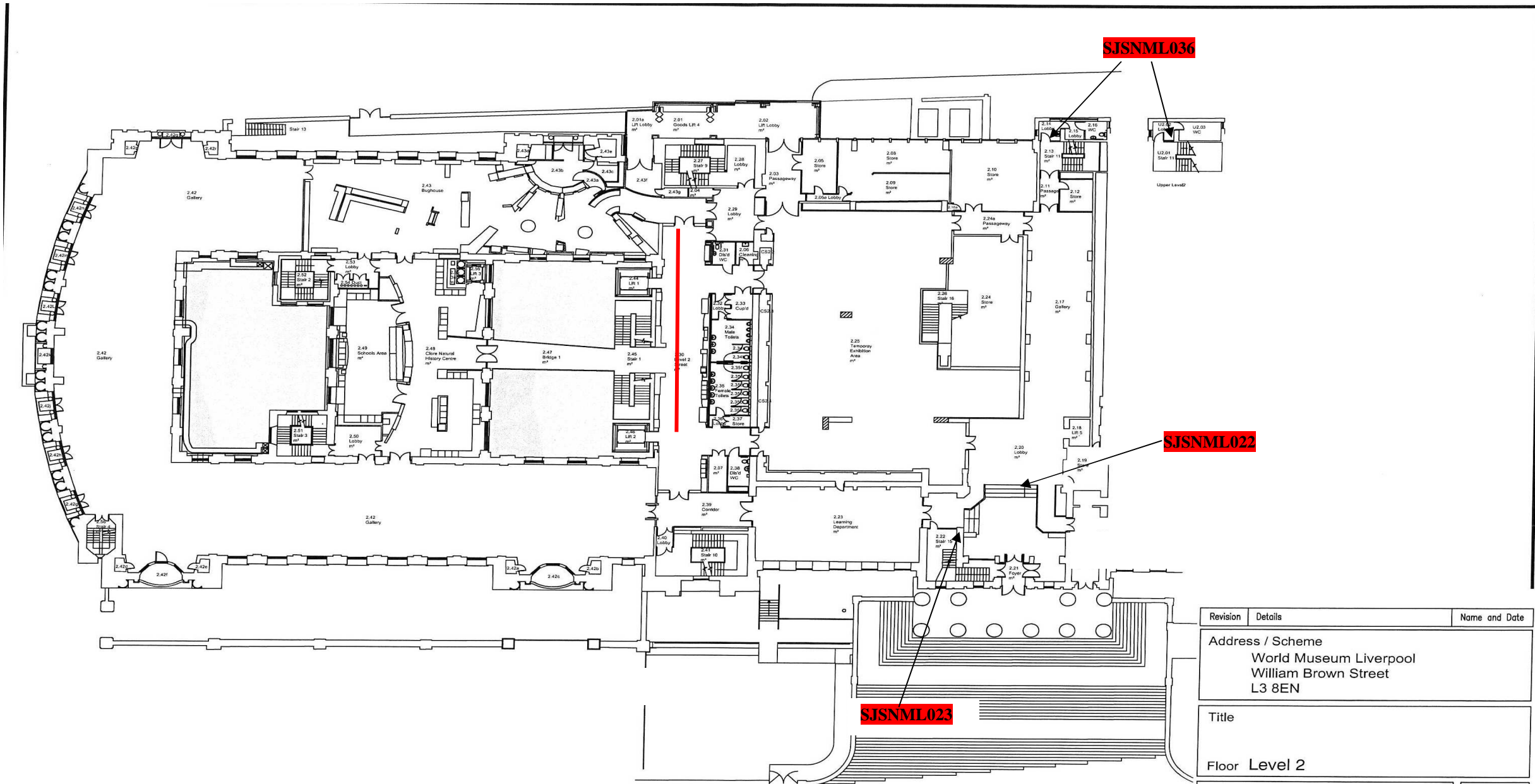
WORLD MUSEUM LIVERPOOL – GROUND FLOOR



Revision	Details	Name and Date
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Title		
Floor Ground		
Drawing Number NML - WML / 03		Revision
A4	Scale 1:500	Date 11/01/06
	Drawn GM	Status Base
NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool L2 2JH		

Negative
 Positive

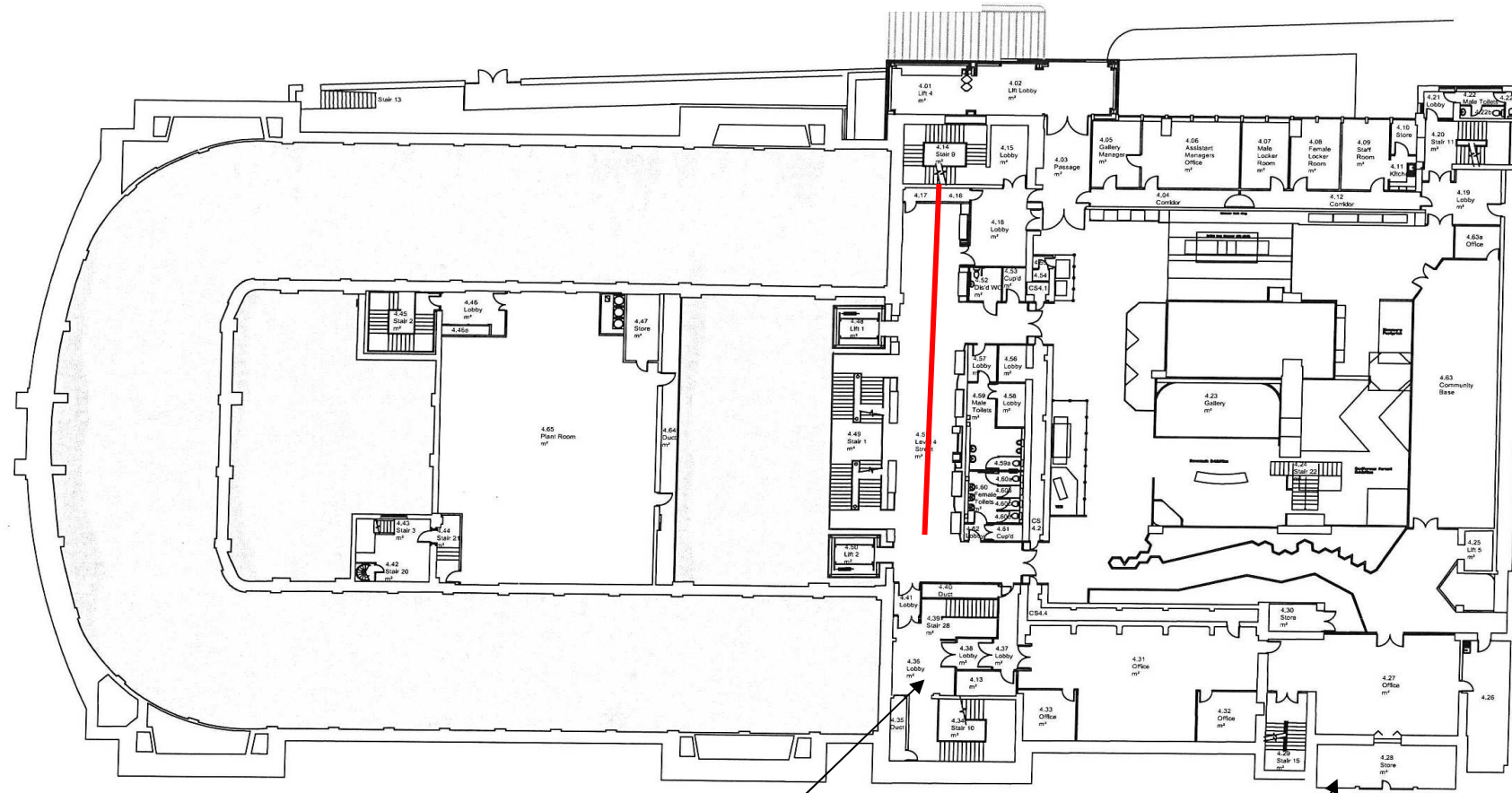
WORLD MUSEUM LIVERPOOL – LEVEL 2



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Title Floor Level 2		
Drawing Number NML - WML /05		Revision
Scale A4 1:500	Date 11/01/06	Drawn GM
Status Base		
NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool L2 2JH		

Negative
 Positive

WORLD MUSEUM LIVERPOOL – LEVEL 4



Level 4 – Presume Asbestos Insulation
Tiles to Ceiling Stair well 10

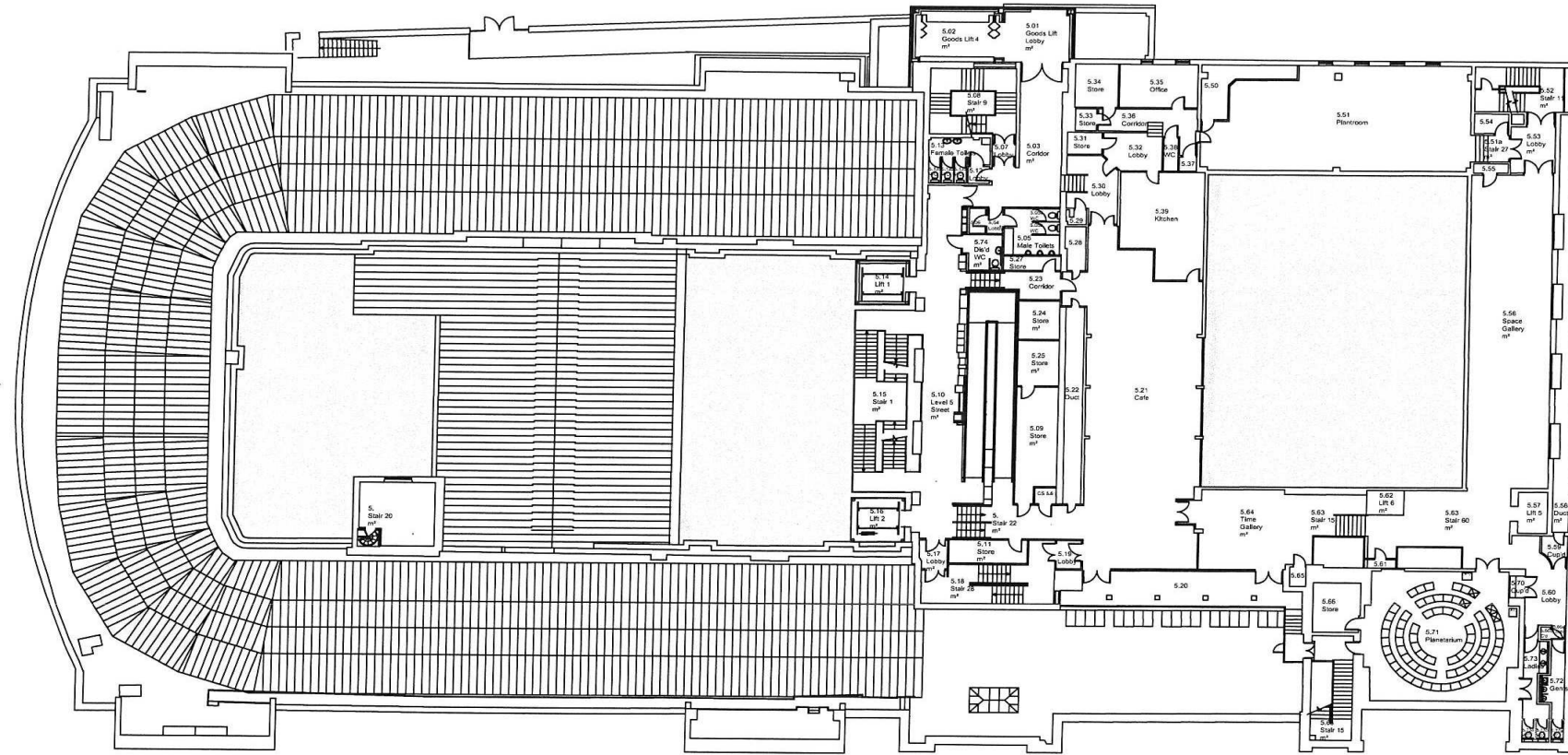
SJSNML031

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	Title	
	Floor Level 4	
	Drawing Number NML - WML / 08	Revision
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Negative

Positive

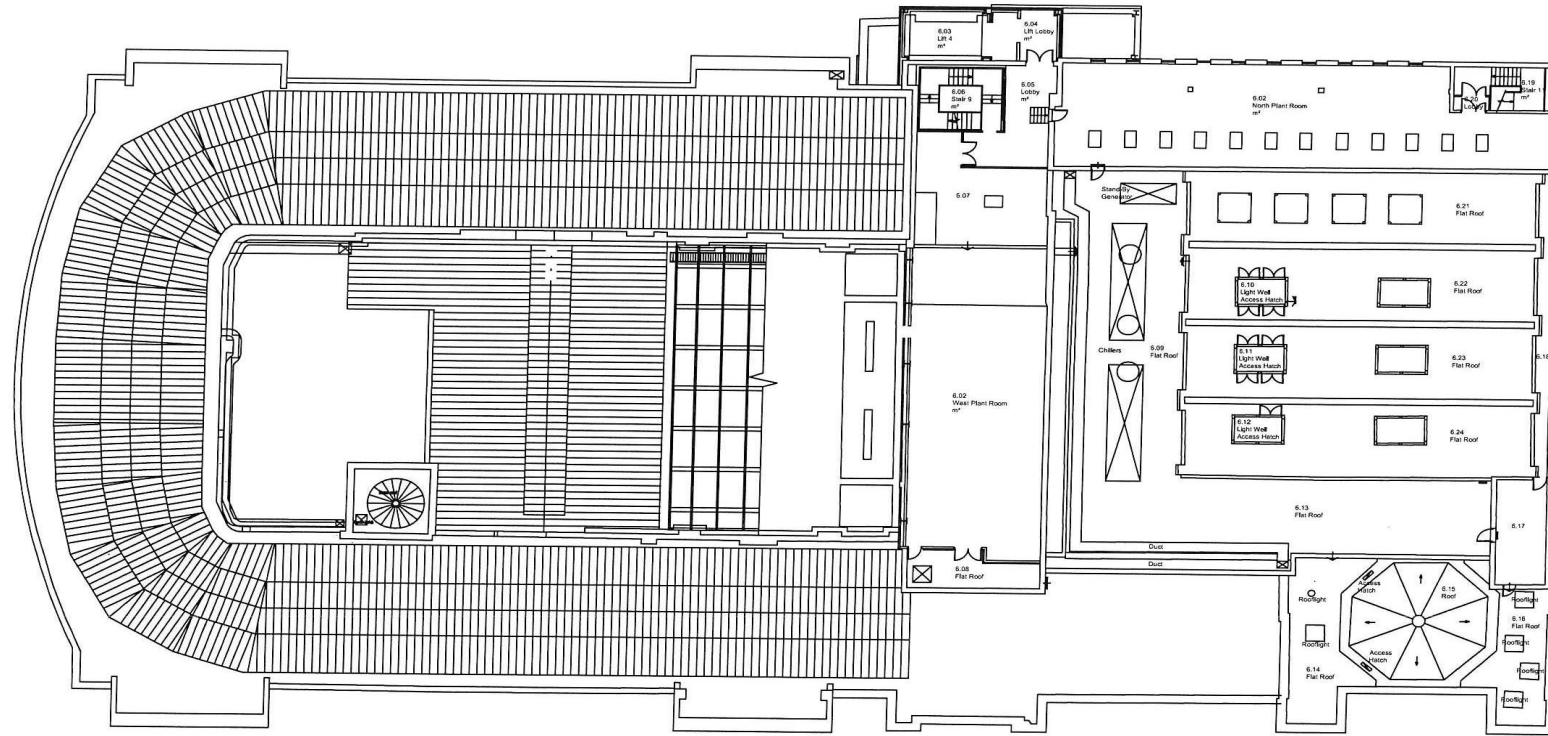
WORLD MUSEUM LIVERPOOL – LEVEL 5



Revision	Details	Name and Date
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Title Floor Level 5		
Drawing Number NML - WML /09		Revision
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NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool L2 2JH		

Negative
 Positive

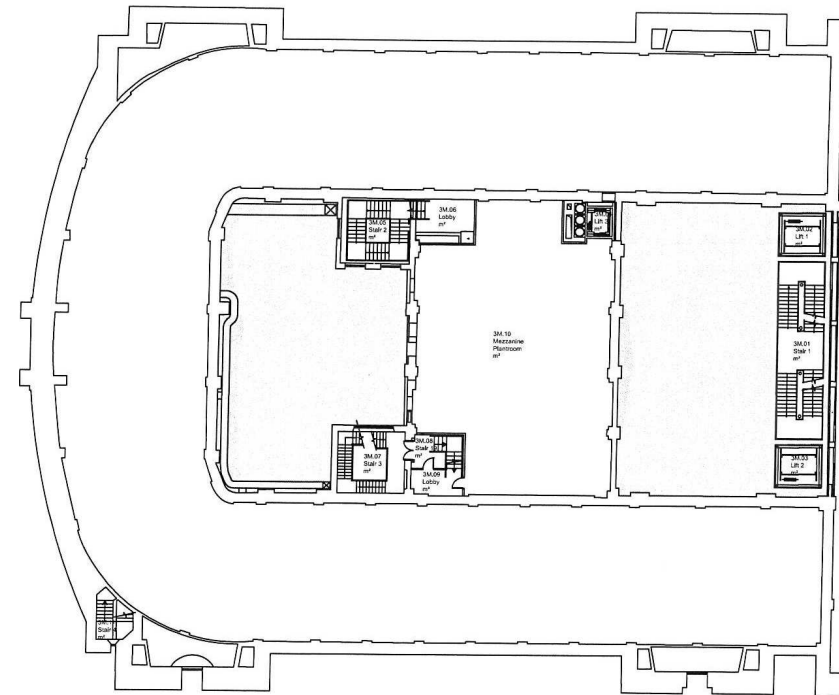
WORLD MUSEUM LIVERPOOL – LEVEL 6



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Drawing Number NML - WML / 10		Revision
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	Drawn GM	Status Base
NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool L2 2JH		

Negative
 Positive

WORLD MUSEUM LIVERPOOL – PLANTROOM MEZZANINE OVER LEVEL 3

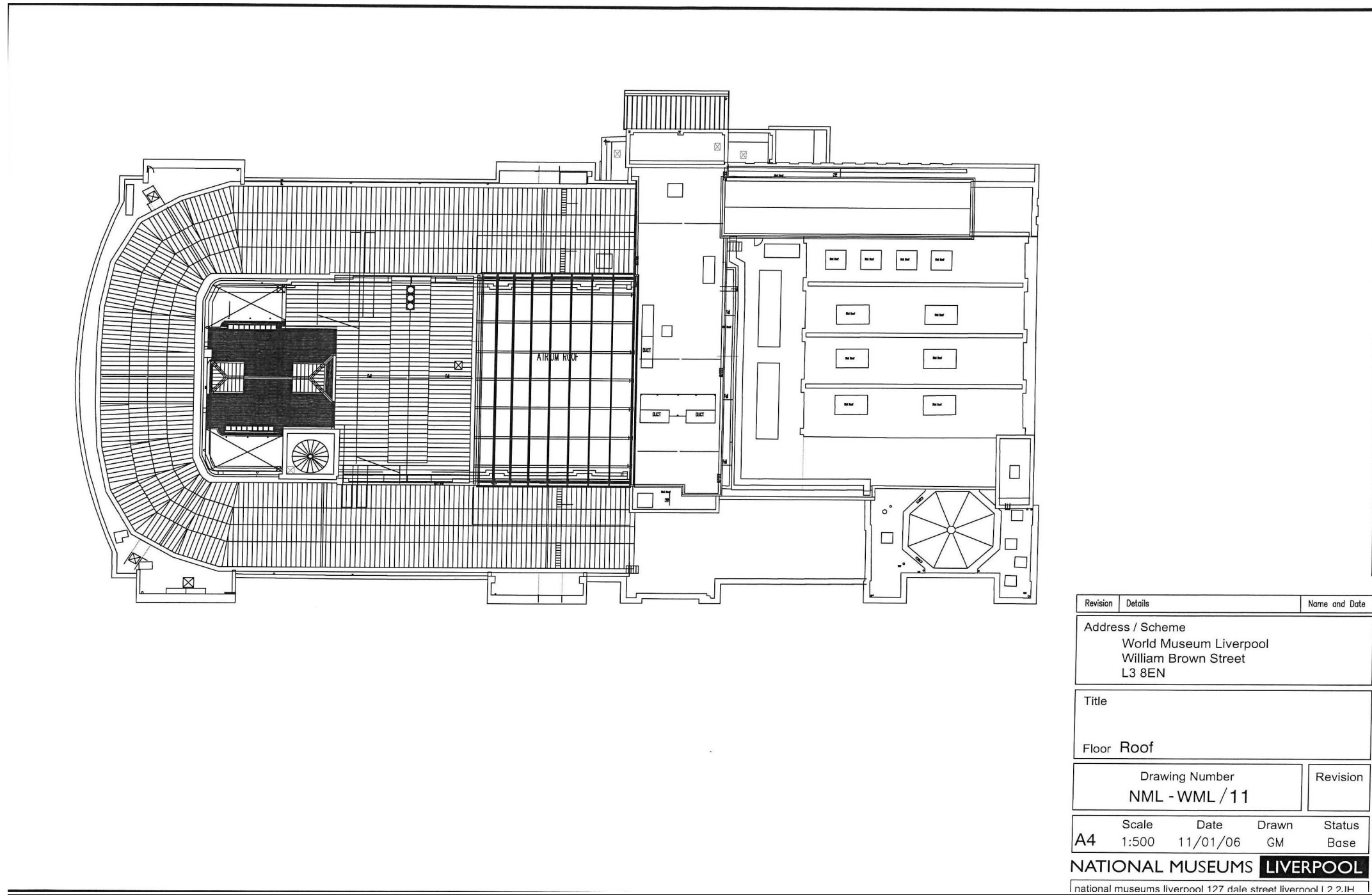


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Drawing Number NML - WML /07		Revision	
Scale A4	Date 11/01/06	Drawn GM	Status Base
NATIONAL MUSEUMS LIVERPOOL			
national museums liverpool 127 dale street liverpool L2 2JH			

 Negative

 Positive

WORLD MUSEUM LIVERPOOL – ROOF



Revision	Details	Name and Date
Address / Scheme World Museum Liverpool William Brown Street L3 8EN		
Title		
Floor Roof		
Drawing Number NML - WML / 11		Revision
Scale A4	Date 11/01/06	Drawn GM
		Status Base
NATIONAL MUSEUMS LIVERPOOL		
national museums liverpool 127 dale street liverpool l2 2,1H		

Negative
 Positive

ASBESTOS MANAGEMENT
REGISTER
For
National Museums Liverpool

Asbestos Register



Client: National Museums Liverpool

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Date: 22nd November 2016

Reference No.	Building Ref.	Level/Floor	Room/Area	Product Type	Proposed Action	Review Date	Comments
SJSNML005	Museum	Sub-Basement	Crawl space	Rope	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Sub-Basement	Old stairwell to street – no access	Presume contaminated	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Basement	Storage drawer – geology store	Raw samples of Asbestos	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Levels 1-6	Service riser / duct	Presume contaminated	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Levels 1-4	Ceiling voids over public corridor	Presume contaminated above boards	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Level 1	Two separate store rooms – see layouts	Presume contaminated above boards (see stickers)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Level 1 – Outside	Roof on pitched roofs	Slate (Presumed)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.



Asbestos Register *Continued*



Sample No.	Building Ref.	Level/Floor	Room/Area	Product Type	Proposed Action	Review Date	Comments
SJSNML022	Museum	Level 2	Old entrance foyer – on steps – black edging	Bitumen	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
SJSNML023	Museum	Level 2	Stairwell 15 – behind a heater at bottom of stairwell	Board (AIB)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Throughout	Throughout building on sache windows	Rope (Presumed)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
SJSNML031	Museum	Level 4	Store room off picnic area – Lining walls	Board (AIB)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
NST	Museum	Level 5	Time gallery	Ceiling Tiles (Presumed)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.
SJSNML036	Museum	Levels 1,2,3 stair well mezz floor	Stairwell 11 – board at side of door into toilet & office areas – painted black x3	Board (AIB)	Monitor	November 2017	Inspection carried out 22 nd November 2016. All Satisfactory.