



Moa Design LTD

PROJECT SPECIFICATION

32 Nicholls Street

32 Nicholls Street

Richmond

Christchurch

Issued for Tender/Consent

32 Nicholls Street

PROJECT OVERVIEW

Scope

Foundation Re-levelled as Per Cook Costello Plans/ Details /Specifications.

Interior re-configuration wall removed in living area covered by Engco refers to Plans/ Details /Specifications.

New Fire Installed refer to Woodsman installation Docs/Supporting/Spec.

Re-clad Weatherboard as noted on plans under Maintenance (Not covered by Moa Design) no t part of consent.

Address

Site Address	32 Nicholls Street
Suburb	Richmond
City	Christchurch
Lot #	56
DP #	5913

Site Conditions

Wind Zone	L - Low Wind Speed
Earthquake Zone	Zone 2
Exposure Zone	Zone C - Medium
Snow Loading Zone	Zone N4

Related Parties

Designer

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1 PRELIMINARIES & GENERAL

1.1 Project Overview - Other

1.1.1 Contract Documents

1.1.1.1 Contract Documents

The Contract Documents are complementary and comprise this Specification, the accompanying drawings, the Contract together with Schedules as specified below, any written documentation clarifications issued during tendering/estimating, any manufacturer/supplier information issued with this Specification, any list of agreed Subcontractors, the contract establishment letter and any other relevant correspondence, and any Site Instructions or additional details or instructions issued as Variations.

If the Architect/Designer has not been engaged to administer the Contract or observe the works, then the term Architect/Designer, where referred to in this specification, means Contract Administrator.

These Project Specific Conditions supersede the Standard Conditions where they are in conflict. Refer any ambiguity or apparent discrepancy within or between any Contract Documents to the Architect/Designer, whose interpretation shall be binding on all parties.

Ensure that all Trades are aware of all Conditions and that subcontract prices are accepted on this basis, and in a form acceptable to the Registered Master Builders Federation or the Certified Builders Association. Ensure that all persons engaged on the works are aware of all items in this specification and on the drawings that may in any way affect their section of the works.

1.1.2 Site

1.1.2.1 Site

Relevant site conditions are believed to be correctly represented in the Contract Documents, however the Contractor (and Subcontractors where appropriate) are requested to inspect the site to ascertain for themselves the nature and extent of the works and the rights and interests that may be interfered with in the execution of the works, as no claims for additional payment will be recognised on the grounds of insufficient description.

1.1.3 Adjacent Owners

1.1.3.1 Adjacent Owners

Carry out whatever actions or precautions are required to avoid or to absolutely minimise noise, dirt, dust, access, etc. inconvenience or disruption of any nature to the adjacent owners or tenants. Indemnify the Principal against any claims arising from this source.

1.1.4 Protection

1.1.4.1 Protection

Take all appropriate precautions to protect all third party property, services, etc., and indemnify the Principal against any claims arising from the construction operations. Any damage to third party property caused by construction activities or failure to protect shall be rectified as soon as possible by the person causing the damage, or by appropriately qualified trades-persons employed by the person responsible for the damage if necessary.

Suspend operations during weather which would affect the quality of work in progress. Secure the works as soon as possible against adverse weather, dust and vandals. Avoid structural damage that is caused by overloading.

Adequately protect all finished work and maintain until the date of Practical Completion. Each trade shall protect the work of all other trades, and each trade is responsible for making good any damage they cause to finished works. Arrange special protection as required for windows and doors, finished timber work, plumbing fittings and hardware, cabinets and other joinery, and similar items.

1.1.5 Responsibility

1.1.5.1 Responsibility

The Contractor will be held responsible for the full period of their legal responsibility in connection with this Contract for ensuring that all work execution, materials, and fittings, are completely in accordance with Contract requirements.

The Contractor is responsible to the Principal for the appropriateness and fitness, in relation to a reasonable expectation or requirement, of all of the materials and workmanship incorporated into the works by themselves or their subcontractors; for this reason few specific guarantees are required in these contract documents. The terms and conditions of any warranty or guarantee required or provided shall not in any way negate the minimum remedies available under common law as if no warranty or guarantee had been furnished.

No apparent expression of the Architect's/Designer's reasonable satisfaction shall be deemed to be acceptance of defective materials or workmanship within the terms of the Contract or to be an authority for any Variation except where such Variation is authorised as provided for in the Contract. Instructions that are given verbally are deemed to be instructions for proper execution of the works and do not involve extra charges.

Workmanship in all trades is required to be equal to or better than recognised good trade practice. The Contractor shall provide all necessary setting out information and component dimensions for subcontractors and shall check and be responsible for the accuracy of their work.

Should any tradesperson consider that the surface finish or general conditions of previous work are unsatisfactory to ensure a proper finish for their own work thereon, that tradesperson shall give immediate notice to the Contractor or Architect/Designer as appropriate and shall not proceed until all necessary improvements have been made. Failing such notice the trade concerned will not be relieved of responsibility for a poor finish due to such unsatisfactory condition.

Specialist Finishes Subcontractors are responsible for ensuring that substrates are completely appropriate for them to achieve first class results, and to this end shall, in sufficient time, instruct the Contractor with regard any fixings, primings, sealings or whatever for the substrate that vary in any

way from the substrate manufacturer's standard recommendations. The Contractor shall advise the Architect/Designer with regard these variances, and not proceed until the Architect/Designer has agreed to them.

The Contractor and all Subcontractors affected shall be jointly and severally responsible for completion of the whole of the works in a completely watertight condition and shall therefore examine all details to be satisfied that this condition can be achieved. If any detail is considered unsatisfactory the Architect/Designer shall be notified immediately and he/she will then either interpret the detail to the Contractor's satisfaction, or accept responsibility for watertightness at the points in question, always assuming reasonable workmanship.

Ensure that all materials or items incorporated into any particular construction or finish are compatible and that their individual use is approved by the manufacturers and/or suppliers of the other parts of the system.

For all electronic/electrical/mechanical operating systems all work and all necessary materials and items incidental to the primary item specified, that are incorporated into the works, shall be such as to leave a neat, efficient, easily maintained and robust installation, completely in accordance with all of the recommendations of the primary items' manufacturers. Where appropriate, source all parts of a system from a single supplier or manufacturer.

The Contractor shall make provision for all temporary works and services required for the satisfactory completion of the contract works. The Contractor shall pay all associated costs and fees; carry out all necessary maintenance, alterations and servicing requirements; and remove temporary works and services on completion of the contract works. Temporary works and services shall comply with the requirements New Zealand Building Code.

1.1.6 Specification

1.1.6.1 Specification

This Specification covers contract administration, standards, materials quality, workmanship and the scope of works only: the exact nature of the works and all specialist items, descriptions, etc., are contained on the drawings, which also take full precedence.

All clauses in all specification sections apply to their full extent and meaning to the entire Contract. Trade sections and paragraphs have been introduced into this specification for reference only and it shall not be construed that each trade section is a complete segregation of the materials and labour of that trade. The onus is on all trades to be conversant with any and all clauses which in any way affect their work.

(Be aware that the 'scope' noted in the 'Project Overview', and scope and general extent clauses within this specification, are included to provide a general indication only and must NOT be interpreted as schedules of quantities - the exact nature and extent of all aspects of the works are shown on the drawings).

1.1.7 Standards

1.1.7.1 Standards

New Zealand Standards (NZS), Australian Standards (AS), Joint Standards (AS/NZS), British Standards (BS), Acts of Parliament, Regulations made thereunder, Codes of Practice, and any specific Manufacturer's Instructions or Manufacturer's Recommendations that are referred to in these Contract Documents shall all be deemed to be the latest published edition thereof at the time of drawings issue, and shall be followed by the Contractor and all Subcontractors to the full extent applicable consistent with the intent of this Contract. Documents cited within other cited publications are deemed to form part of this specification.

Where Standards have a number of Divisions, e.g. AS/NZS 3500.1, AS/NZS 3500.2, etc., each of the Divisions relevant to this project is deemed to form part of this specification.

Retain current copies of significant cited documents and manufacturer's technical literature on the site.

1.1.8 Authorities and Charges

1.1.8.1 Authorities and Charges

Comply with all relevant provisions of the NZ Building Code, and with all relevant territorial or statutory authority regulations, by-laws, obligations, etc. Give all required notices.

The Principal has obtained a Land Use Consent. The Principal has applied for and paid for the Project Information Memoranda, the Building Consent and other approvals required for the works to start. The PIM and Building Consent will be forwarded to the Contractor as quickly as possible after they are issued by the Territorial Authority. Note: It is an offence under the Building Act to carry out work not in accordance with a Building Consent.

Should the Building Consent be subject to any conditions which modify the requirements of the Contract Documents in any way, the Architect/Designer reserves the right to negotiate any or all of these modifying conditions with the Building Consent Authority. If after these negotiations additional work is required, it will be handled as a Variation to the Contract.

1.1.9 Code Compliance Certificate

1.1.9.1 Code Compliance Certificate

The Principal will apply for the Code Compliance Certificate (CCC) and any other licenses or approvals for the building to be used. However, Practical Completion will NOT be certified until the CCC inspection has occurred and any additional works required by the local Building Consent Authority have been completed. To this end it is recommended that the Contractor obtains all required certificates, guarantees, Producer Statements, as-built drawings, etc., required for the CCC application as work proceeds, to facilitate application for the CCC as soon as the works are completed. For their part, the Principal hereby undertakes to apply for the CCC within one day of all required material being in hand. Likewise, the Contractor should have capacity available to attend as quickly as possible to any items identified by the Building Consent Authority as being required prior to the issue of the CCC.

1.1.10 Coordination of the Works

1.1.10.1 Coordination of the Works

Coordinate the works of all trades to ensure efficient progress of the works. Ensure that all holes, sleeves, penetrations, supports, etc., that are required for services are correctly incorporated as work proceeds. Identify and sufficiently forward-notify the appropriate persons of all deadlines for the supply of fittings, components, information, etc.

1.1.11 Documents Interpretation

1.1.11.1 Documents Interpretation

Except where they are clearly to the contrary, all dimensions are deemed to be to the bare surface of concrete, masonry, timber framing or other basic construction material. All figured dimensions take precedence over scaled sizes. Where any detail is included in more than one drawing the larger scale detail takes precedence. Where any ambiguity exists refer to the Architect/Designer for interpretation.

The word 'provide' and the word 'fix' used separately in the Documents shall be taken to mean 'provide and fix' unless otherwise stated.

When the term 'allow' occurs in the Documents, except with reference to Monetary Allowances, the cost of the item shall be at the risk of the Contractor.

The terms 'approved', 'directed', and 'selected' when used in the Documents refers to the approval, direction or selection of or by the Architect/Designer. Please give adequate notice of when these decisions are required. 'Architect/Designer' shall mean the Architect or Designer, their representative or any Consulting Engineer engaged by the Architect/Designer.

1.1.12 Work Shown and Mentioned

1.1.12.1 Work Shown and Mentioned

The Contract Documents show the extent and nature of the works but there is no warranty expressed or implied that they show each and every minor detail or item required to be included by the Contractor. Should any material, structural member, fixing, or item or work appear to be inadequately described, yet obviously necessary for the neat, strong and satisfactory completion of the work, it shall be incorporated into the Contract Works.

1.1.13 Site Safety

1.1.13.1 Health & Safety Plan

Before commencing work on the site, the Contractor shall prepare and submit to the contract administrator a health and safety plan. The health and safety plan shall include, but not be limited to:

- the health and safety of all people on the site and on other properties, and the general public;
- identification of existing and potential construction hazards and risks;
- safety procedures to eliminate, isolate or minimise construction hazards;
- the equipment to be used to minimise the hazards;
- the maintenance of a register of hazards for the site;
- the name and qualifications of the site safety person;
- emergency procedures;

- first aid facilities and safety equipment;
- the methodology for notifying, recording and investigating accidents and injuries.

Carry out all construction operations in accordance with the submitted health and safety plan.

1.1.13.2 Primary Duty of Care

A PCBU's primary duty of care includes, but is not limited to, so far as is reasonably practicable:

- providing and maintaining a work environment that is without risks to health and safety;
- providing and maintaining safe plant and structures;
- providing and maintaining safe systems of work;
- ensuring the safe use, handling and storage of plant, structures and substances;
- providing adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities;
- providing any information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking;
- monitoring the health of workers and the conditions at the workplace for the purpose of preventing injury or illness of workers arising from the conduct of the business or undertaking.

1.1.13.3 Health & Safety

Comply with the Health and Safety at Work Act 2015 (HSWA), and with all relevant Health and Safety at Work Regulations 2016, and with all relevant WorkSafe New Zealand (WorkSafe) Approved Codes of Practice and WorkSafe Information and Guidance, particularly those for construction and building maintenance. Comply with the relevant provisions of the New Zealand Building Code, in particular Clause F5.

So far as is reasonably practicable and according to a PCBU's (person conducting a business or undertaking) primary duty of care, take all necessary steps required to make the site and the contract works safe, and to provide and maintain a safe working environment. Ensure that all those working on or visiting the site are aware of the site safety rules and are not unnecessarily exposed to hazards.

Each PCBU, so far as is reasonably practicable, must ensure the health and safety of workers, and that other people are not put at risk by its work. If more than one PCBU has a duty in relation to the same matter, each PCBU with the duty must, so far as is reasonably practicable, consult, co-operate with, and co-ordinate activities with all other PCBUs who have a duty in relation to the same matter. PCBUs can enter reasonable agreements with other PCBUs to meet their duties, but cannot contract out of their duties.

Notify WorkSafe as soon as possible when a notifiable event occurs. Take all reasonable steps to preserve the site of the notifiable event in accordance with WorkSafe requirements. Ensure that the site of the event is not disturbed until authorised otherwise by WorkSafe. Keep records of all notifiable events.

Scaffolding shall comply with all Statutory and Local Authority Regulations, with the WorkSafe 'Best Practice Guidelines for Scaffolding', AS/NZS 1576 (Scaffolding equipment), AS/NZS 4576 (Guidelines

for Scaffolding), and AS/NZS 4994 (Roof edge scaffolding), and shall be maintained for the duration and removed on completion.

The use of ballistic fixings must absolutely comply with all relevant safety recommendations at all times. No rubbish fires are allowed on site. Portable/personal disc/tape players, radios and iPods must not be used anywhere on the site. No smoking on site, except in the designated location in accordance with the Smoke Free Environments Act 1990, the location of which will be determined by the Contractor, with the approval of the Principal.

1.1.14 Variations

1.1.14.1 Variations

The Architect/Designer will issue Site Instructions (SI) to amend or clarify the works. Upon receipt of a SI the Contractor shall immediately notify the Architect/Designer if they believe there are price or timing adjustment implications. The Architect/Designer will then issue a Variation Price Request (VPR) for pricing of the possible Variation by the Contractor, within the time stipulated, or within 10 days if no time is stipulated. If the Contractor does not return the VPR within the time stipulated the Architect/Designer will assess it at reasonable rates. Once agreement is reached on price and/or timing a Variation Order (VO) for the item will be issued. Note that works covered by a SI or a VPR must NOT be actioned until the VO is issued.

When a Variation is contemplated and timing does not allow SI and VPR action the Contractor is to advise, and record in the site diary, an estimate of price and timing implications. If accepted by the Architect/Designer, a VO will be issued immediately. The Contractor shall then co-operate with the Architect/Designer to establish agreed pricing.

Claims for Variations neither priced nor estimated prior to being put in hand (but considered valid) will be incorporated into Progress Payment Certificates or the Draft Final Accounts as claimed and accepted but with a proviso allowing 5 (five) days for written objections by either the Principal or the Contractor, to any aspect of them, for further consideration.

The Main Contractor's Variations Margin agreed pre-contract will be the maximum accepted for any trade unless higher rates are nominated pre-contract and are accepted. The Main Contractor's agreed Variations Margin shown shall be deemed to include all preliminary and general costs, overheads, variation processing costs, and profit. If no margin is given, a 5% overall margin will be applied.

Note that 'loss of anticipated profit' claims consequent upon reduction of works extent will NOT be recognised, and that the cost of processing Variations is deemed to be included in the P & G Allowance.

Also note that for Variations pricing all materials shall be charged at the actual net invoiced cost plus margin; i.e. recognised 'Trade Price', volume discounted where appropriate.

1.1.15 Progress Claims

1.1.15.1 Progress Claims

Progress Claims shall be in writing, shall be in accordance with the requirements of the Construction Contracts Act 2002, and shall include all of the following:

- The overall amount claimed.
- The percentage completion and amount claimed for each Subcontractor. For accurate claim verification please ensure that this breakdown exactly matches the trades costs breakdown agreed-to pre-contract.
- The total Contract Sum Adjustment for any/all Variations authorised prior to the claim.
- Items covered by Monetary Allowances listed separately.
- And, if specifically requested, confirmation that amounts previously claimed on behalf of Subcontractors, certified by the Architect/Designer, and paid by the Principal, have actually been paid to the Subcontractor (apart from normal retentions).

Note that retentions will be held exactly in accordance with the Conditions of Contract.

1.1.16 Cleaning and Completion

1.1.16.1 Cleaning and Completion

Clear construction debris and rubbish from the works at regular intervals, and additionally if so instructed by the Architect/Designer. Clean each space thoroughly before commencing any finishing works.

In preparation for the Practical Completion inspection carry out the following:

- Clean the works thoroughly, removing all debris, surplus materials, splashes, marks, temporary markings, etc. (All cleaning methods and materials shall be as recommended by the manufacturer of the item being cleaned).
 - Remove protective wrappings and coverings unless otherwise directed.
 - Touch up minor painting faults, carefully matching colour, and brushing out edges. Repaint any badly marked surfaces back to suitable break-lines.
 - Adjust, ease and/or lubricate as required all doors, drawers, controls and other moving parts to ensure their efficient operation.
 - Any other works required to leave all spaces ready for immediate occupation and all electronic/electrical/mechanical systems fully operational.
 - Clean out all spoutings, gutters, downpipes, and gullies and flush out all drains.
 - Clean all sanitary appliances and check all aspects of the water services.
 - Thoroughly re-inspect all aspects of the works (and have any defects fully rectified) to be certain that the works are completely ready for the Practical Completion inspection - if an unreasonable number of items are noted by the Architect/Designer during the inspection it will be terminated and then rescheduled for at least a week forward to allow proper completion to be achieved.
- (Note that a Code Compliance Certificate must be obtained before Practical Completion will be certified. Obtain all required certificates, guarantees, as-built drawings, etc., as work proceeds to enable the CCC application to be submitted as soon as construction is completed).

2 SITEWORKS

2.1 Preliminary

Refer to General Conditions of Contract and the Special Conditions in this Specification as appropriate. Read this section in conjunction with all other trade sections.

2.2 Compliance

Comply with the New Zealand Building Code 1992 including all revisions and amendments, Verification Methods where appropriate, and construction principles that are embodied in the Acceptable Solutions.

2.3 Demolition & Removal

2.3.1 Demolition

Demolish the following:

- Wall Cladding/ internal Walls as noted

Co-ordinate demolition works with appropriate Subcontractors to ensure that items scheduled (on the drawings) for reuse are salvaged in the appropriate sequence.

The following items are to be carefully removed for the Principal to dispose of:

- Kitchen joinery
- Kitchen appliances
- Woodburner

Apart from the items scheduled for reuse all demolition material becomes the property of the Contractor and together with rubble shall be removed from the site as quickly as possible.

All demolition work shall be carried out in accordance with the 'Best Practice Guidelines for Demolition in New Zealand', published by the New Zealand Demolition and Asbestos Association, and in a careful manner to avoid damage to existing constructions or property which is not scheduled for demolition.

Cooperate with adjacent property owners or occupiers before the use of noisy equipment to determine the timing of this work to minimise inconvenience or disruption.

Provide any necessary shoring or strutting or other protection to ensure complete safety and protection throughout the Contract. Protect Council footpaths, gutters, crossings etc. (and keep them free and clear of debris or excavation material) and pay all charges in connection with any damage rectification.

Remove, disconnect, seal, etc. service lines, e.g. water, sewer, stormwater, gas, electricity, telecoms, etc. to leave the site as if it were a 'green field' site. Refer to specific subcontractors specification sections for providing new or extended service feeds to the new house.

2.3.2 Asbestos Removal

2.3.2.1 Asbestos Removal

In addition to all other compliance requirements for general demolition, the removal, transportation and disposal of asbestos and Asbestos-Containing-Materials (ACMs) shall comply with the Health and Safety at Work (Asbestos) Regulations 2016, and with the '[Management and Removal of Asbestos Approved Code of Practice](#)' (ACOP).

Submit an Asbestos Management Plan conforming to the requirements of the ACOP that clearly outlines the management, handling and removal of asbestos materials.

Confirm all local authority and WorkSafe NZ requirements before commencing demolition. Only certified asbestos removers with a current Certificate of Competence for Restricted Work with Asbestos shall carry out work associated with asbestos materials and ACMs.

1. [Heat Source Specs](#)
2. [Sediment Control Plans](#)
3. [Engineers Details / Spec / Supporting](#)
4. [Engineers Details / Spec / Supporting](#)