Recreational facility at Amager Bakke

Description of the Building Project (DBP) (BSB – Danish)

Client: The Amager Bakke Foundation (FAB)
Total advisor: BIG
Architect: BIG
Engineer: MOE
Briefing

1.1 General

*bips B2.010, Standard Specification – Description of the Building Project/September 2008* shall apply, together with the present project-specific description.

The present Description of the Building Project is in the following and in other documents also designated DBP.

In the present DBP, the abbreviation "FAB" stands for the company:
The Amager Bakke Foundation, Kraftværksvej 25, 4., DK-2300 Copenhagen S

In the present DBP, the abbreviation "ARC" stands for the company:
I/S Amager Ressourcecenter, Kraftværksvej 31, DK-2300 Copenhagen S.

From medio 2017 the adress will be changed for both companies listed above to "Vindmøllevej 6, DK-2300 Copenhagen S"

When in the present DBP, the word contractor is used without a following contract number, all contractors are to tender for the work. When the word contractor is followed by a contract number (e.g. contractor E5), the contractor for the contract in question must include the service in his tender and perform the service as stated.

1.2 The building project

1.2.1 General

I/S Amager Ressourcecenter is erecting a new energy plant to replace the current waste incineration plant, which has been in operation since 1970.

The energy plant will be established with two 35 t/h Incinerator/Boiler lines.

The new energy plant will consist, from east to west, of a Tipping hall in which waste will be driven from Kraftværksvej via a weighbridge and ramp up to the floor of the Tipping hall, which is raised 5 m above ground level.

In the eastern section of the process building there will be two lines with a Incinerator/boiler and electrical filter. Underneath these there will be separate rooms accommodating a common turbine plant and other ancillary equipment. In the western section of the process building, there will be two lines for flue gas purification and a number of auxiliary facilities and systems.

A ramp will be established to the north of the energy plant to provide public access to the roof from ground level.

An administration building, a control room and a visitors' centre will be located adjacent to the plant's western facade. An observation platform will be created on the roof of the administration building. The building will be connected to the process hall.
The recreational facilities will be established on the roof. The facilities includes a green roof park with trees and a mountainous landscape, a dry-ski slope with skilifts and carpet lifts and a climbing wall on the northern part of the façade. **The Description of the Building Project concerns the realization of the recreational facility at the power plant Amager Bakke.**

### 1.2.2 Contracts/activities

The construction project "New energy plant" has provisionally been divided into the following contracts and activities:

**Work for FAB consists of:**
- Establishment of a ski-rental facility on ground level, in front of the power-plant
- Purchase and mounting of ski-surface on the roof
- Establishment of a climbing wall
- Establishment of a surface lift and carpet lifts

**Work for ARC consists of:**
- Evacuation stairs
- Establishment of a green park on the roof
- Parking lot in front of the building

The list is not comprehensive in regards to the work that will be carried out to finalize the new power plant and recreational facility.

### 1.2.3 Client’s supplies

*In respect of bips B2.010 Standard Specification, Par. 2:* The contractor’s objections must be entered before use of the supply and no later than 5 working days after receipt.

### 1.3 Project organisation

**Employer:**
The Amager Bakke Foundation
Kraftværksvej 25, 4.
DK-2300 Copenhagen S

**Client Consultant:**
V2C
Torveporten 2
DK-2500 Valby

**Design management:**
Bjarke Ingels Group – BIG
Kloverbladsgade 56
DK-2500 Valby
Engineering consultant, building construction works:
MOE A/S
Buddingevej 272
DK-2860 Søborg

Architectural consultant, building construction works:
Bjarke Ingels Group – BIG
Kløverbladsgade 56
DK-2500 Valby

Engineering consultant, Electro-Mechanical works:
Rambøll Danmark
Hannemanns Allé 53
DK-2300 Copenhagen S

Working environment coordinator (P), design phase:
Bjarke Ingels Group – BIG
Kløverbladsgade 56
DK-2500 Valby

Project website administrator
MOE A/S
Buddingevej 272
DK-2860 Søborg

Construction site organisation

Construction site manager:
MOE A/S
Buddingevej 272
DK-2860 Søborg

Working environment coordinator (U), construction phase:
Rambøll Danmark
Hannemanns Allé 53
DK-2300 Copenhagen S

Supervision, building construction works:
MOE A/S
Buddingevej 272
DK-2860 Søborg

Supervision, architectural works:
Bjarke Ingels Group – BIG
Kløverbladsgade 56
DK-2500 Valby
1.4 Project documents

1.4.1 Descriptions
See the standard specifications in the individual work specification.

1.4.2 Drawings/construction models

**Printing of revisions to drawings and descriptions**
In the case of revisions to the employer's drawings and descriptions which are to be forwarded to the contractor, the employer or his consultants will upload the revised documents to the project website (www.projectweb.dk), allowing the contractor access to them there. The contractor must allow for receiving 10 revisions of all drawings and descriptions in the lists of drawings and documents listed in the tender documents, including any drawings and descriptions forwarded in amendment letters. In his tender the contractor allow for all expenses for printing revisions, including administration of drawings and descriptions over and above the single printed copy received from the employer.

Any expenses on printing drawings and descriptions in format A2 or larger, over and above the 10 revisions which the contractor has allowed for in his tender, shall be paid for by the employer. Expenses on printing drawings and descriptions in formats smaller than A2 must always be paid by the contractor, regardless of whether the limit of 10 revisions has been exceeded. However, the employer will attempt to indicate which pages have been revised etc. in detail drawings consisting of several A4 sheets.

The 10 revisions of all drawings and descriptions must be regarded as the average number of expected revisions of drawings and descriptions, in the sense that if, for example, one drawing has been revised 11 times and another 9 times, the contractor will not receive printing expenses for the 11th drawing revision, as this is offset by the lesser expense on the other drawing. The contractor must also expect new drawings to be supplied which are not included on the drawings lists in the tender documents. These drawings will be included in the total statement of printing expenses to be divided between the employer and the contractor, if any, in the sense that if one drawing in the tender documents is revised, say, 7 times, and one drawing which was not included in the drawings list in the tender documents is revised 3 times, this corresponds to 10 revisions of one document in the contractor's tender.

The contractor will not receive payment for the administration of drawings, descriptions and other project documentation which exceed the above 10 revisions.

In the tender list, the contractor must state unit prices for printing expenses, including administration, to be applied in the case that the employer has to pay the contractor's printing expenses.

The contractor must also pay all his own printing expenses for printing all other documents such as memos, sketches, etc.
1.5 Shared tools

1.5.1 Employer forms

The contractor can use his own system for a number of standard forms if those can be accepted by the construction site manager. The contractor shall submit his standard forms for acceptance no later than 15 calendar days after the contract is signed.

Standard forms that the employer wishes the contractor to use can be:
- Technical Inquiry (TI)
- Deviation Report (DR)
- Contract Change Notes (CCN)
- Supervision Reports (SR)

The above list of standard forms which the employer wishes the contractor to use is not exhaustive.

If the standard forms used by the contractor are not accepted by the construction site management the contractor will have to use the employer’s standard forms.

1.5.2 Digital communication

Project website
During design and erection of the new energy plant, a digital project website will be used as a document management system, and can be found at www.projectweb.dk.

The project website is for use for document management, information exchange during the course of the project and for archiving relevant project documents. Only applicable project documents may be uploaded to the project website, i.e. provisional documents will not be exchanged on the project website except in specially defined areas of the project website following prior agreement with the project website administrator. For the whole contract period, the contractor must use the project website and follow the guidelines for its use as laid down in the ProjectWeb manual.

If the contractor so wishes, the employer will hold a single introductory course on the project website for the contractor’s employees, including sub-contractors and suppliers who may have occasion to use the project website. The introductory course will last approx. one hour. The contractor must pay the participation expenses of his own employees, sub-contractors and suppliers.

During construction work, the project website will be used for, e.g. exchanging project documents such as drawings, descriptions, project memos, supervision reports and various minutes of meetings, etc. For example, the contractor must use the project website for exchanging/archiving technical inquiries with the Supervision.
Email standard

Quality, risk and environmental management system
The contractor must use his own quality, risk and environmental management systems.

1.6 Mandatory terms and conditions

1.6.1 Labour clause

ILO Convention no. 94 concerning labour clauses shall apply.

According to Construction Contract.

1.6.2 Evaluation

No additions to bips B2.010, Standard Specification.

2. References

2.1 General

In respect of bips B2.010 Standard Specification, Par. 1: As a supplement to the references in the standard specification, the following selected references shall also apply.

2.2 Statutory instruments

- ILO Convention no. 94:
  Bekendtgørelse nr. 1 af 4. januar 1957 om Danmarks ratifikation af den Internationale Arbejdskonference i Geneve i året 1949 vedtagne konvention om arbejdsklausuler i offentlige kontrakter, Udenrigsministeriet.
  (Statutory Instrument no. 1 of 4 January 1957 on Denmark's ratification of the convention agreed at the International Labour Conference, Geneva, 1949, on labour clauses in public contracts, Ministry of Foreign Affairs.)
- ILO Convention nos. 29 and 105:
  Concerning forced labour
- ILO Convention nos. 100 and 111:
  Concerning discrimination in employment
- ILO Convention nos. 138 and 182:
  Concerning minimum ages for access to employment and prohibition of child labour
- ILO Convention nos. 1, 26, 30 and 131:
  Regarding pay and working hours.
- ILO Convention no. 155:
  Concerning a safe and healthy working environment.
- ILO Convention nos. 87, 98 and 135:
  Concerning freedom to organise
- Building and Construction Regulations, Copenhagen, October 2012

In respect of bips B2.010 Standard Specification, Par. 2, as amended:
Statutory Instrument no. 1422 of 27 December 2008 on amendment of the statutory instrument on the duties of project planners and consultants etc. under the Working Environment Act.

In respect of bips B2.010 Standard Specification, Par. 4, as amended: Statutory Instrument no. 477 of 18 May 2011 on the amendment of the statutory instrument on building and construction work in the period 1 November to 31 March.

2.3 Circulars
Municipality of Copenhagen, Circular no. 11/2010 of 27 August 2010, on requirement for private enterprises to engage apprentices.

2.4 Danish standards
No additions to bips B2.010, Standard Specification.

2.5 Other references
No additions to bips B2.010, Standard Specification.

3. General Conditions AB 92

A. Contractual basis
The following is a list of deviations, additions and supplementary provisions which shall take precedence over AB 92. The conditions shall apply to building and construction work carried out in connection with the erection of a new energy plant by I/S Amager Ressourcecenter.

The following abbreviations are used:

TC: Tender conditions
WS: Work specification
TPB: Tender and Payment Basis

General conditions
§ 1 subs. 2. The term "work" in these conditions shall also mean the project and the term "sub-contractor" shall also mean consulting technicians engaged by the contractor

§ 1 subs. 3. Deviations, additions and supplementary provisions shall be indicated by reference to the section of AB 92 to which they apply.

The employer's invitation to tender
§ 2 subs. 2. If quantities are given in BOQ, the tender must be based on these quantities and on TPB. Quantities shall be listed as indicated in TPB and paid for according to the unit prices in BOQ.

Conditions, drawings and descriptions shall supplement each other, such that a service is to be included in the contractor's tender even if it is only mentioned in one place. However, if a service is described differently in two or more documents, then, regardless of the mutual priority of the documents, the contractor shall be
obliged, without additional payment or extension of time, to carry out the
described services in the way required by the employer.

§ 2 subs. 5. No fee may be required for tender documents to ensure their return.

The Contractor’s bid

§ 3 subs. 4. Compliance with official requirements as laid down in statutory provi-
sions, building regulations, standards or other generally applicable regulations shall
be covered by the tender.

The tender sum shall include payment for the employer’s use of the tender project
for execution of the contract and for the further design and project planning neces-
sary to achieve this.

The contractor shall be obliged to keep himself informed about work which is adja-
cent to or connected with the contractor’s scope of work. The contractor shall be
obliged to participate in the ongoing coordination of his work with the other work
which shall be carried out. The contractor must proactively participate in this work
with a view to securing the best possible outcome of the employer’s plan for exe-
cution of the whole project.

§ 3 subs. 5. The period for which the tender shall remain open is stated in TC.

§ 3 subs. 6. Shall not apply.

The contract

§ 4. The tender documents include a draft construction contract which will form
basis for the contract for the work.

Assignment of rights and obligations etc.

§ 5. The contractor shall only be entitled to issue a single assignment of his claims
from the employer. Assignment may only be made to a financial institution ap-
proved by the employer.

§ 5 subs. 4. If subcontractors are used for substantial parts of the work, their
names must be submitted and approved by the employer at contract signature.
These subcontractors may not be changed without the employer’s written ap-
proval.

If the contractor wishes to enter into contracts with significant subcontractors dur-
ing execution whose names were not submitted at contract signature, this may
only be done with the employer's written approval.

B. Performance bond and insurance

The provision by the contractor of a performance bond

§ 6 subs. 1. The performance bond must be deposited with a financial institution
or a bonding company approved by the employer. The financial institution/bonding
company must as a minimum be rated A1 by Moody’s, A by Standard and Poor’s or
A+ by Fitch. The performance bond must be fully valid regardless of the relation-
ship between the financial institution/bonding company and the contractor.
§ 6 subs. 2. The contractor must allow for the amount of the performance bond to be regularly adjusted in relation to the actual contract sum up to the time of handing over.

The provision by the employer of a performance bond
§ 7. § 7 shall be omitted in full in the legal relationship between the employer and the contractor, as the employer is not to provide a performance bond for his payments.

Insurance
§ 8. The employer has taken out an all-risk policy combined with a liability policy. Coverage under the employer's liability policy will always be secondary to the contractor's liability insurance. The contractor must have taken out ordinary commercial liability insurance, including extended cover for damage caused by excavation work. The policy shall cover the entire subject of the work, and all contractors and subcontractors.

The policy shall not cover contractors' and subcontractors' machinery, working equipment, tools, tool sheds or other items belonging to them or used by the contractor and his employees.

§ 8 subs. 3. Apart from usual liability insurances, each contractor/supplier shall be obliged to take out liability insurance for shipping vessels or aircraft, to the extent that these are used as working equipment. This shall apply despite the employer having taken out all-risk and third-party liability insurance.

C. Performance of the contract
Working schedule and measurements
§ 9. The working schedule must be available no later than 5 working days after contract signature. The working schedule produced shall be based on a normal working week of 5 days.

The contractor's draft work schedule shall be presented to the employer for comments and approval. The working schedule shall show in detail the duration of the various activities into which the work is broken down. The working schedule must be so detailed that the progress of work can be followed in detail at each site meeting. The contractor must at each site meeting provide a copy of the working schedule with the actual progress drawn in.

The following requirements shall serve as the basis for the contractor's time and work planning:

- Division into sections, sequence of work, direction of work flow
- Critical activities
- Critical path
- Special risks (working environment, safety and time)
- Deadlines for any employer deliveries
- A personnel overview
Requests which result in deviations from the present contract time schedule which the construction site manager believes could disrupt the pace of work or the execution of specific tasks, including the work of other contractors, will not normally be granted.

The contractor must revise the detailed working schedule if the actual stage of work has deviated in important ways from the assumptions in the latest version of the working schedule, in order to keep to the employer's main time schedule.

The contractor's working schedule must keep to the main deadlines in the contract time schedule, including deadlines subject to penalties, final deadlines and other deadlines included in the tender time schedule.

The contractor's working schedule must be so flexible that the employer may with a reasonable notice exercise his right under § 14-3 to require the work to be increased by 15% of the total contract sum, without changing the deadlines in the work schedule.

The contractor must monitor and contribute to ongoing performance planning as carried out by the employer.

The contractor must within a reasonable time after contract signature enter into contracts with subcontractors and significant suppliers.

**Services provided by the contractor**

§ 10. In cases where the contractor provides drawings or other project materials, these must be submitted to the employer within a reasonable time before the work is carried out. By reviewing the drawings or other project material, the employer assumes no liability for their accuracy.

Unless otherwise stated, expressions in the tender documents such as "carry out", "assemble", "install", etc. imply that the contractor must carry out the work in question including all deliveries and other necessary tasks and subtasks.

Deviations from the project in question may only be initiated with the written acceptance from project supervisors.

Expenses for seasonal precautions must be included in the contractor's tender under the item in the tender list called "management of own construction site". Weather-dependent winter preparations shall be priced according to the relevant items in the tender list.

Materials and deliveries not specified in the tender documents must be approved by the employer before purchase or use.

If the employer supplies materials or components to the contractor, the associated conditions will be stated in WS.

§10 subs. 2. Where the tender documents describe particular makes or material types with the addition "or similar product", alternative makes and material types
will be regarded as compliant provided that the products or materials offered appropri-
ately fulfil the requirements and demands for quality, appearance, dimen-
sions, technical specification and operating economy and any qualities guaranteed
by the contractor/supplier or specially extended guarantees noted in the specifica-
tion of requirements. If the employer so requires, technical documentation from a
manufacturer or a test certificate from an authorised approvals body must be pro-
duced.

§ 10 subs. 4. Corresponding provisions apply to consulting technicians engaged
by the contractor, cf. § 1-2.

More stringent requirements may be laid down in WS for supplier’s liability for ma-
terials and other supplies.

§ 10 subs. 5. This must be notified before the sub-contractor or sub-supplier is
approved by the employer.

Project conferences, documentation and tests

§ 11. The contractor must participate in one or more project conferences.

Special requirements for the contractor’s quality control shall be described in WS.

The contractor must supply free of charge documentation for the origins and suita-
bility of materials and provide customary samples.

All documentation of the quality of work, including written guarantees, test certifi-
cates etc. shall be submitted to the employer by the contractor no later than at the
time of handover.

Deterioration of the work etc. Maintenance

§ 12. A contractor who has suffered deterioration etc. under § 12 shall be obliged
to report this to the employer as soon as possible after becoming aware of the
matter.

§ 12 subs. 2. If a contractor has caused damage to work carried out by another
contractor, the employer shall be entitled to require the contractor to use the other
contractor for repairing the damage to the latter’s work. Alternatively, the em-
ployer may himself choose to enter into an agreement with the other contractor to
repair the damage at the expense of the contractor who caused the damage.

Repairs must take place at a time agreed with the employer.

Damage must be reported to the employer as soon as possible after it has been
acknowledged by the party causing or suffering the damage.

Relations to public authorities

§ 13 subs. 1. The contractor shall be responsible for ensuring that design and
project planning performed by the contractor or the latter’s subcontractors is suffi-
ciently documented to allow for approval by the public authorities. Materials for official approval must pass via the employer, who is responsible for contact with the authorities.

§ 13 subs. 2. The employer shall notify the work to the Danish Working Environment Authority (AT). The contractor is responsible for ensuring that all official requirements relating to the environment, working environment and safety which affect his work are complied with. Exemptions may only be applied for with the written consent of the employer. See also Description of the Building Project, Sections 4.2.2 and 4.2.3

Alterations in the work
§ 14. The employer shall be entitled to reduce the work by up to 15 % of the contract sum and to assign this work to another contractor. The contractor is not entitled to adjust the unit prices in the tender list as a result of a reduction in work.

§ 14 subs. 2. Extra work and changes may only be carried out by written request from the employer. Where no request exists, the employer shall not be obliged to honour such work.

If the contractor discovers that a job cannot be carried out according to the agreed unit prices, he must immediately submit a claim to the employer for a different form of settlement.

The fact that there is disagreement between the contractor and the employer over whether a job is contract work or extra work, shall not entitle the contractor to omit carrying out the work in question.

§ 14 subs. 3. Adjustment within 15 % of the contract sum for work not covered by unit prices shall be in the form of a proportionate adjustment of the contract sum for the relevant items in BOQ. In the case of a reduction this means that the contractor shall not receive earnings on the parts of the work which will not be carried out.

In the case of a reduction exceeding 15 % of the contract sum, the rules in § 14-5 shall apply. In the case of an increase exceeding 15 % of the contract sum, the rules in § 14-4 shall apply.

Items in TPB marked as unlimited variables (W) may be varied freely by the employer beyond the limits of § 14-3 or even completely omitted.

Unless otherwise agreed, the quantity shall be determined from the drawings. There may be additional rules for the calculation of quantities in TPB.

If the calculation is made from measurements, the contractor shall make personnel available free of charge for the measurements.

Normally, measurements shall be taken at the end of work, but if measurements will then be hampered by subsequent work, these must be done during execution
of the work. Omitting to carry out measurements will mean that the contractor will lose any claims to additional payments unless the claim can be adequately substantiated and documented.

Unless specially mentioned in TPB, quantities shall be calculated from the finished performance, and hence wastage of materials, reinforcing laps and other necessary additions for completing the work must be included in the contracted unit prices.

§ 14 subs. 4. Payment by unit prices or according to an agreed quotation

1.1 Extra work shall generally be paid in accordance with the unit prices or hourly rates stated in BOQ. The unit prices cover all work related to the work in question, and the expenses specified in 2.3 below are thus covered by the unit prices.

1.2 The unit prices apply regardless of whether the work is performed by the contractor or a sub-contractor. The unit prices apply regardless of whether only a part of the work is covered by such unit prices; the other parts of the work shall in that case be paid for according to the rules in section 2 below.

1.3 If no relevant unit prices apply, the contractor shall provide a fixed-price quotation or separate unit prices for the work. If such quotation or unit price is agreed by the employer, the quoted price shall apply. If not, the rules in section 2.1 – 2.6 below, shall apply.

2. Payment if no unit price or agreed quotation applies

2.1 If section 1 does not apply, services performed shall be honoured by the employer refunding the contractor’s actual, documented expenses plus an overhead of 8%.

2.2 The Contractor shall not be entitled to the above stated 8% overhead if the work is carried out by a member of the Contractor’s consortium, by a company within the same company group as the Contractor or by a sub-sub-contractor (if the Contractor’s sub-contractor has carried out control of the sub-sub-contractors).

2.3 Out of the percentage addition specified above, the contractor shall pay all expenses for controlling his own personnel, for insurance, additional tools and plant, scaffolding, worksite huts, consumption goods such as oil, water, power, printing etc., administrative work such as ordinary project planning, control of employees, foremen, bookkeeping, issuing of invoices, participation at meetings, presentation of the claim(s) or preparation of quality assurance documentation.

2.4 In the case of larger items of plant, the contractor may by prior agreement be granted a leasing fee, where this is indicated in the contractor’s quotation for extra work.
2.5 The contractor shall supply weekly reports of consumption of labour and materials for approval by the employer. However, the employer shall be entitled to require daily report sheets for daily scrutiny.

2.6 For each billing claim, the contractor shall be obliged to provide documentation, for example by producing original invoices, payroll lists, contractor’s drawings, etc.

Lack of clarity, obstructions or similar matters
§ 15 subs. 5. The principles of § 15-5 shall also apply if execution is prevented or becomes unreasonably burdensome due to legislative interventions or other interventions by the public authorities.

Ancient monuments
§ 16.

The employer’s supervisors
§ 17 subs. 3. The contractor must make available free of charge the necessary equipment, including ladders and platforms, for allowing the supervisors access to the locations where the work is being carried out or has been carried out.

The supervisors’ random inspection of the contractor’s drawings, working methods, supplies and completed work shall not relieve the contractor from responsibility for mistakes, omissions and delays.

Work management by the contractor
§ 18. Before work begins, the contractor must inform the employer in writing of the names of the persons who are to manage the work and represent the contractor to the employer on the contractor’s behalf.

§ 18 subs. 2. If the conduct of the contractor’s representatives or foremen gives justifiable cause for complaint, they must, at the employer’s demand, be excluded from the construction site.

Site meetings
§ 19. Site meetings shall be held regularly throughout the construction period. After each meeting, consecutively numbered minutes shall be drawn up by the employer. The contents of the minutes shall be accepted unless objections are raised at the next site meeting. The employer’s construction management, construction works, shall convene site meetings. The contractor shall be obliged to attend.

Collaboration with other contractors
§ 20. The individual contractor must arrange his construction site in consultation with the employer and in accordance with the plan for general construction site organisation.

At the transition from one contract to another, the contractor taking over the work shall be obliged to raise objections at once to errors and omissions in previously performed work, which the contractor taking over as a professional has or ought to
have seen, and which are of significance for the work of the contractor overtaking the work.

If the contractor neglects this duty, he must bear all direct and indirect costs arising from any subsequent repair.

**Calling-in of employer and contractor. Parties residing abroad**

§ 21.

**D. The employer’s obligation to pay**

**Payment**

§ 22 subs. 1. Within 30 calendar days of receipt of such request, cf. subs. 11, including a correctly completed invoice, the employer shall effect payment.

The invoice must be forwarded electronically in the format OIO-XML. Apart from the normal rules from the tax authorities, the invoice must include EAN no. 5790002127854, the purchasing number and an attached statement of performed work referring to the individual items in BOQ, together with the contract sum and previously paid amounts.

The employer has the right to reject any invoice in which the above points have not been respected. If the employer receives a faulty invoice or an invoice which does not satisfy the above requirements, the employer must inform the contractor of this. The payment date will then be calculated from the receipt of a correct invoice.

The contractor cannot expect payment before the performance bond, cf. § 6, has been provided.

The contractor must provide the construction management, construction works, with an advisory payment schedule no later than at the kick-off meeting.

§ 22 subs. 2. Advance payments may only be made if the contractor supplies security for the whole sum excluding VAT by using the template given in Appendix 3 to this Description of the Building Project.

§ 22 subs. 5. If no date for payment is agreed in the case of extra work, the invoice may only be sent once the extra work has been completed. For other payment terms, see the addition to § 22-1.

Additional work not included in BOQ must be invoiced separately.

§ 22 subs. 6. Quotations shall be fixed-price.

§ 22 subs. 10. The deadline in § 22 subs. 10 shall be set as the first working day falling 30 calendar days after the receipt of the final settlement.
The right of contractor to stop work
§ 23.

E. Extension of time limits and delays

The contractor's right to extension of time limits
§ 24. An increase to the contract sum within the limits in § 14, as commented, (+/- 15%) shall not give entitlement to an extension of the time limit, provided the increase is notified to the contractor sufficiently early so that it has no real influence on a viable critical path. The associated overcapacity must be included in the tender.

§ 24 subs. 1, sub-section 4. An extension of the time limit shall only be granted under the provisions of Section 8.3 of the present Description of the Building Project.

§ 24 subs. 2. During the course of the contract, the contractor must regularly assess progress and immediately inform the employer if he is unable to start, further or conclude the individual activities in accordance with the time schedule approved by the employer. Any deviation must be reported to the employer immediately and included in the next site meeting minutes, such that all deviations are recorded, and such that measures for catching up lost time can be implemented at once.

If the delay is due to matters which do not entitle the contractor to a time extension, he must on his own initiative and expense initiate the additional effort necessary to make up for the delay.

If the delay is due to matters which entitle the contractor to a time extension, he must at the employer's request initiate the additional effort necessary to avoid or reduce the delay. Only in this instance will the contractor's documented expenses on additional effort be paid for by the employer.

The contractor's liability in case of delays
§ 25. Deadlines subject to liquidated damages or other special sanctions shall be indicated in the construction contract and/or the contract time schedule.

§ 25 subs. 2. For each calendar day that the contractor exceeds the time limits subject to liquidated damages or the final deadline, the employer shall be entitled to deduct continuous liquidated damages from the contractor's claims as stated in the construction contract.

If the contractor has liquidated damages imposed, this shall have no effect on his duty to pay liquidated damages for his failure to fulfil a later deadline subject to penalty, whether intermediate or final. This implies a duty on the contractor to make up for the delay in order to ensure to compliance with the agreed time schedule.

Apart from liquidated damages, the contractor must defray the costs of his own work without refund, where such work would not have been necessary if intermediate and final deadlines had been observed.
The employer's right to extension of time limits

§ 26. The employer shall have the exclusive right to make use of unused weather condition days and other slack time due to a reduction in the scope of the contract under § 14, in order to reduce any delays for which the employer is responsible.

The employer's liability in case of delay

§ 27. The contractor's priced compensation or refund claims must be sent to the employer as soon as possible and no later than 10 working days after the circumstance which in the contractor's opinion entitles him to compensation or refund was detected or should have been detected.

If a claim is not presented within the deadline, the claim in question shall become void.

F. Handing-over of the work

Handing-over meeting

§ 28 subs. 2. A defect is always material if it prevents or hinders the start-up of another contract or if it causes the employer significant inconvenience. The employer shall be entitled to refuse handover of the contract if the total cost of remedying defects is to exceed DKK 250,000 or if it will take more than 14 calendar days to remedy all defects.

Handing-over protocol

§ 29 subs. 3. The handover protocol shall be regarded as approved if no objection is entered by contractor or employer within 10 working days of its arrival.

G. Defects

The concept of defect

§ 30.

Defects established during handing-over

§ 31. If remedying a defect requires an intervention in another contractor's work, the employer shall be entitled to require that the contractor uses the other contractor to remedy any damage to the latter's work. Alternatively, the employer may choose to enter into an agreement with the other contractor to remedy the latter's work at the contractor's expense.

Defects established after handing-over

§ 32. If remedying a defect requires an intervention in another contractor's work, the employer may require the contractor to use the other contractor to remedy any damage to the latter's work. Alternatively, the employer may choose to enter into an agreement with the other contractor to remedy the latter's work at the contractor's expense.

§ 32 subs. 5. Remedial work is always urgent if rectification of the defect is necessary for operational reasons.

Lapse of the contractor's obligation to rectify, etc.

§ 33 subs. 1. If a remedial action will involve significant operating losses for the employer, the contractor's right to rectify shall lapse, as the employer may instead require a reduction in price, cf. § 34.
The employer's right to reduction of the contract sum
§ 34.

The contractor's liability for consequential damage
§ 35.

Cessation of liability for defects
§ 36.

H. 1- and 5-year inspections

1-year inspections
§ 37.

5-year inspections
§ 38.

Joint inspection rules
§ 39 subs. 3. If the contractor or employer is not present at the inspection, the inspection schedule shall be regarded as approved if no objections from contractor or employer are received within 10 working days after its arrival.

I. Special provisions on determination

The employer's right to determine the contract
§ 40 subs. 1. The employer may also determine the construction contract if there have been serious or repeated breaches of rules on the part of the contractor relating to the environment, the working environment or safety, when the circumstance can be ascribed to the contractor's wilful or gross neglect.

The contractor's right to determine the contract
§ 41.

Bankruptcy, suspension of payments, composition, etc.
§ 42.

Death of a party
§ 43.

Joint rules on determination
§ 44 subs. 5. The same shall apply to drawings, descriptions and other project material, etc.

J. Disputes

Inspection and survey by experts
§ 45.

Expert opinions on security provided, etc.
§ 46.

Arbitration
§ 47. If an action is brought against the employer in an ordinary court as a result of matters which can be ascribed to the contractor's work, the employer may have the contractor joined in such court proceeding.
4. Building site

The contractor may not require extra payment for the following matters mentioned in Sections 4 and 5 of this DBP. Works are to be included in his tender.

DBP and Health and Safety Plan (HSP/PSS) shall cover the whole construction site area, Vindmøllevej, “R98 building”, work areas, worksite hut and storage site and common areas, and shall apply to all who are present or working in the construction site area.

DBP and HSP shall be important elements of the health and safety work on the construction site.

With reference to legislation (statutory instruments, Working Environment Authority - AT notices, AT guidance, etc.), the latest version shall always apply, regardless of any date mentioned in this DBP.

Distribution list
DBP and HSP shall be distributed to the following (see also Section 1.3 for parties):

- The employer, The Amager Bakke Foundation
- The Construction Site Manager
- The Assembly Manager
- Working Environment Coordinator (P), design phase
- Working Environment Coordinator (U), construction phase
- Contractors and suppliers, construction works
- Engineering Consultant, building construction works
- Architectural Consultant, building construction works
- General Safety Manager at Amager Ressourcecenter
- Employer Consultant

If the term "working days" is used in this DBP, in work specifications (WS) or other documents related to the Project "new energy plant" working days are defined as Monday, Tuesday, Wednesday, Thursday and Friday exclusive days defined as Holidays.

The employer shall cover the contractor’s expenses to winter related measures in the period from 1 November to 31 March according to Danish rules cf. S.I. no. 477 of 18 May 2011 on building and construction works in the period 1 November to 31 March and detailed specifications in the complete tender project including the present DBP. Seasonal and bad weather-related measures in the period from 1 April to 31 October shall be covered by the contractor and shall be included in his offer.

4.1 General

4.2 Rules

The construction site manager shall have overall authority over the site.

The construction site manager and assembly manager shall have free access to all parts of the construction site.
Work on the construction site may only begin by agreement with the construction site manager and after:

- A kick-off meeting has been held, normally about 2 weeks before start-up of the contractor’s work on the site.
- Personnel have attended the introduction to safety course "Safety info for external workers“ held by I/S Amager Ressourcecenter. No access to the construction site will be granted without attendance at the introduction to safety course. The introduction to safety course must be revised every 12 months. Proof of attendance must be provided at the employer’s demand.
- The Work Task Description (AOB), for the work in question shall be provided by the contractor. These must be forwarded electronically (as PDF file) via the project website to the construction site manager no later than 5 working days before work commences on the construction site.
- It must be stated in the contractor’s work schedule how many AOB’s will be necessary for the contract. The contractor must clarify the number of AOB’s with the working environment coordinator (U) prior to contract start.
- On commencing a task or where a worker moves from one task to another, it is the contractor’s responsibility to ensure that the worker has studied the AOB and Workplace Assessment (APV) for the work which he is to perform. This could be done at a team meeting. The contractor must provide the working environment coordinator (U) with documentation that the material has been so studied.
- It is the contractor’s responsibility to ensure that his own employees and any subcontractors are familiar with the contents of DBP and HSP. The contractor must forward documentation to the working environment coordinator (U) showing that familiarisation has taken place.
- The contractor accepts liability in respect of the employer for inconvenience or loss due to his own employees’ or his subcontractors’ failure to comply with DBP and HSP.
- The contractor must submit an environmental management plan describing how it will be ensured that applicable legislation and conditions stipulated by the employer are being complied with. This plan shall be forwarded to the employer via the construction site manager at the kick-off meeting.

This procedure shall apply during the whole course of the work, i.e. even in the case of expansion and/or changes in the labour force.

**Personal protective equipment and clothing**
Approved work clothes, helmet and close-fitting safety footwear must be worn everywhere on the construction site.

The employer may set requirements for the use of yellow or orange reflective jackets for outdoor work (usually in the period 1 November to 1 April and/or in connection with crane work).

**Contravention of safety rules**
The employer requires all contractors and suppliers on the construction site to make contribute to the employer’s goal of a safe, healthy working environment on the construction site. If, exceptionally, it is discovered that a contractor is not
meeting this responsibility, the employer will call the management of the contractor in question to a dialogue meeting. The contractor will be asked to confirm the measures necessary for avoiding a repetition.

In the case of serious infringements of the safety, environmental or working environment rules, work will be halted by the construction site manager or working environment coordinator (U) until such time as the work can be executed safely and healthily.

The above will be noted and later be incorporated in the employer's evaluation of the individual contractor's performance.

The contractor's works manager/contact person will be involved in any discussion of proposed measures, warnings or exclusions.

If the contractor or his personnel ignore advice from the employer or the employer as represented by the construction site manager, the assembly manager, construction management (construction works or M&E), supervision management (construction work or M&E), supervision or working environment coordinator (U), immediate exclusion from the site may result. Exclusion shall be justified in writing by the construction site manager and will be for a duration of:

- 3 months – for incidents/near-misses relating to injury to self or damage to machinery, buildings or other plant.
- 6 months – for incidents/near-misses relating to other persons (in addition to the what is stated under "3 months")
- 12 months – for incidents/near-misses with potential for fatalities of self and other persons

Smoking
Smoking is only permitted out of doors. In certain locations/areas, smoking is not permitted out of doors, due to risk of fire and explosion. The contractor must himself erect smoking sheds as necessary, and include these in the tender.

Alcohol and narcotics
It is not permitted to possess or ingest alcohol or narcotics on the construction site. It is not permitted to be present on the construction site while intoxicated.

Possession or ingestion of alcohol or narcotics or presence on the construction site while intoxicated shall result in immediate exclusion.

Overnight stays
It is forbidden to spend the night anywhere on the construction site, including worksite hut areas or car park.

Theft
All theft from the construction site shall be recorded. The responsible work manager must complete a form reporting the theft to the local police, with a copy of the report to the construction site manager. If theft is detected, this shall result in
immediate exclusion from the construction site of the person or persons responsible for the theft.

4.2.1 General

Reporting to construction site management (building construction works) and supervision management (building construction works) and working environment coordinator (U)

The contractor shall forward the following information to the construction site management (building construction works), supervision management (building construction works) and working environment coordinator (U) before each site meeting:

- A list of work to be performed before the next site meeting (but only for one week in advance), containing work areas, manning, indication of hazardous or risky work
- Date and description (headings) of contractor's internal team meetings regarding AOB and APV.
- Progress update on work schedule.
- Documentation for extra work (any daily contract notes must be signed every day)
- Status of quality controls and any errors detected, and of remedial action taken

The information for the working environment coordinator (U) prior to site meetings will primarily be bullet points 1-3.

The contractor must provide the following information to construction management (building construction works) in a report at the end of each month:

- Work force levels on the construction site (max., min., and average) broken down by the contractor's own employees and the individual subcontractors
- Dates and observations regarding the contractor's safety rounds in his own storage, worksite hut and work areas.
- Status of purchasing, production and assembly/execution/erection
- Financial status
- Deviations compared to contract basis

However, the information from the monthly report for the working environment coordinator (U) will primarily be bullet points 1-2.

Kick-off meetings

Before the contractor starts work on the construction site, an introductory kick-off meeting must be held, attended by:

- The contractor's person responsible for the contract
- The construction site manager
- Working environment coordinator (U)
- Construction manager (building construction works)
- Supervision manager (building construction works)
- Supervision
- Working environment coordinator (P) (if assessed necessary)

Construction management (building construction works) will invite the contractor to the kick-off meeting.

**Coordination meetings**
If the construction site manager deems it expedient, a short daily coordination meeting shall be held with the contractor's managers for the construction works or the foremen for the individual contracts and the managers for M&E services. The duration of the meeting shall be approx. 30 minutes and shall be for the purpose of coordinating the day's activities.

**The contractor's duties**
The contractor shall be responsible for ensuring that national legislation, including working environment legislation, is complied with. It shall be the contractor's responsibility to monitor his own and his subcontractors' activities on the construction site to ensure that these are carried out with due consideration for health and safety and that the applicable legislation and regulations are being followed.

The contractor must ensure that employees and subcontractors have the correct training and certificates for the work they perform. This must be capable of verification on demand from the employer.

The use by the contractor or his subcontractors/suppliers of child labour in order to meet the stipulations and services in the construction contracts shall be totally unacceptable to I/S Amager Ressourcecenter. The contractor must monitor his subcontractors/suppliers in respect of use of child labour. If the contractor becomes aware that a subcontractor/supplier is using child labour, he must inform I/S Amager Ressourcecenter without delay and at the same time ensure that such use ceases immediately and is replaced by adult labour.

The contractor must communicate the employer's requirements and ensure that his subcontractors comply with them.

The contractor must be able to document that employees have been continuously informed about safety matters on the site, e.g. orders by the working environment coordinator (U) or working environment authority inspectors, serious accidents or incidents etc., by means of regular team meetings.

It shall be the contractor's duty to ensure that team meetings are held with or by his subcontractors.

The contractor must participate in emergency drills.

The contractors must cooperate with audits if the employer decides to hold a contractor's audit.

**Work management and cooperation**
The contractor must appoint a supervisor to lead, coordinate and check the work. The supervisor must be trained for the work in question and have attended the three-day course "Working environment training for construction work", as offered by a provider approved by the Danish Working Environment Authority (AT). Documentation that the supervisor has attended the three-day course "Working Environment training for construction work", as offered by a provider approved by the Danish Working Environment Authority (AT) must be produced for the construction site manager on demand. If the contractor cannot verify attendance on the course, the employer may require the supervisor to be replaced by another trained person from the contractor's staff. The supervisor must be fully employed on the contract and be present every day on which work is carried out on the construction site (both inside and outside normal working hours) and must have the necessary number of employees available during all phases of contract delivery. The person must be able to speak and understand Danish or English. The contractor's responsibility for work supervision shall also apply in respect of his subcontractors.

The work must be organised and implemented with the greatest possible consideration for other construction workers active at the same time, to give smooth cooperation with the other contractors. The contractor must participate in coordination work with other construction and assembly workers.

**Foreign labour (non-Danish)**
Reference is made to *ILO Convention no. 94*: Statutory Instrument no. 1 of 4 January 1957 on Denmark's ratification of the convention agreed at the International Labour Conference, Geneva, 1949, on labour clauses in public contracts, Ministry of Foreign Affairs.

Each contractor must ensure that foreign labour fulfils the requirements of the applicable Statutory Instrument on "Anerkendelse af erhvervsmæssige kvalifikationer erhvervet i udlandet" ("Recognition of vocational qualifications gained abroad").

Each contractor must ensure that his labour force, including foreign labour, complies with national legislation and regulations and applicable Danish employment and labour rules. Documentation of this should be forwarded to the construction site manager.

Each contractor must ensure that the general supervisor and/or safety representative is able to communicate fluently with the foreign labour force and ensure that all necessary information reaches them (e.g. minutes of safety meetings, site meetings, etc.) If the contractor finds it necessary to translate minutes and the like from Danish to another language, the contractor must pay the expenses of this.

**Non-Danish speaking employees**
Out of consideration for the safety of employees who do not speak or understand Danish, the contractor shall be required to implement the following principles and document that these have been complied with before work commences.

Thus, all employees must:
The contractor’s senior employees with daily responsibility for non-Danish-speaking employees must be able to read and understand Danish and speak either Scandinavian or English as well as speak the language(s) spoken by the non-Danish-speaking employees.

At least one of the contractor’s employees on duty must both read and understand Danish, speak Scandinavian or English and speak the language(s) spoken by the non-Danish-speaking employees. This employee must be available for interpreting in the event of safety issues. No work shall be permitted if this employee is not on duty.

Any employee required to perform hazardous work or to work with hazardous substances must have the necessary training.

Technical qualifications gained abroad must be documented and approved by the Danish Working Environment Authority (AT) or CIRIUS before the employee in question commences skilled work.

Safety training and certificates must be documented and approved by the Danish Working Environment Authority (AT) before work begins.

In the case of certain certificates, a 12-month working period can be accepted without this approval.

APVs for areas in which non-Danish-speaking personnel are employed must contain information on dealing with non-Danish-speaking employees, their training and documentation of foreign qualifications.

**Subcontractors**

The contractor must as soon as possible inform construction management (building construction works) of the arrival of subcontractors and their contact person. The contractor must ensure that his most important subcontractors attend a kick-off meeting as mentioned above.

**4.2.2 Public authority regulations and guidelines**

The organisation of the construction site and the individual construction site facilities must at all times fulfil all applicable rules and instructions within the area, including those from the Working Environment Authority and from municipal and other public authorities. The contractor must ensure that these are complied with.
4.2.3 Public authority permits and notifications

- The employer shall arrange for the construction site to be notified to the Danish Working Environment Authority (AT).
- The employer shall arrange for environmental approval of the project.
- The employer shall arrange for the necessary demolition and construction permits.

If a contractor wishes to seek dispensation from the Working Environment Authority, this must be with the employer’s written consent.

If the contractor is under an obligation to seek approval from the environmental authorities for work, a copy of this must be provided to construction management (building construction works).

4.2.4 Handling of materials and products

Workplace instruction manual
If it is necessary to use hazardous substances or materials, contractor’s occupational hygiene instructions and a workplace instruction manual (APB) must be available in Danish.

The individual contractor/supplier shall be responsible for ensuring that these documents are available, that they are adapted to the specific workplace and that they are complied with.

A copy of the contractor’s occupational hygiene instructions and the APB must be forwarded to the working environment coordinator (U) before the product is taken in to use.

Substances and materials subject to labelling requirements
Chemicals and ancillary substances to be used on the construction site must be mentioned in the employer’s current “list of substances subject to labelling requirements”.

If applications are made for using other hazardous substances or materials which may cause problems for other contractors, the contractor must agree on their conditions of use with the construction site manager and working environment coordinator (U) before the substance is used. The working environment coordinator (U) will then provide a briefing at the safety meetings.

Storage of chemicals
Chemicals must be stored in their original packaging approved for this purpose and may not be transferred to other containers without agreement from the working environment coordinator (U).

Larger stocks of chemicals must be approved by the construction site manager, and it shall be the contractor’s responsibility to ensure that this is done according to applicable legislation relating to collection, locked storage and fire protection.
If substances are used which emit flammable or toxic fumes, the contractor, in consultation with the construction site manager or construction management (building construction works) and the working environment coordinator (U) must arrange for the rooms used to be well ventilated. Work with hazardous substances must be planned so that hazardous fumes cannot spread to other parts of the construction site or accumulate in pockets in machine components or building structures. If there is a risk of dangerous gas concentrations, a gas meter with alarm must be installed. The contractor must also ensure that no ignition sources are used in locations where flammable fumes are able to accumulate.

4.3 Transfer and handover of the construction site
The contractor's bid shall be based on the construction site as described and/or as is on the occasion of the contractor's inspection prior to submission of tender.

It shall be the contractor's responsibility to reinstate the areas placed at his disposal to the same condition as at transfer, unless otherwise stated in the tender documents.

If the area deviates from the tender basis/inspection report, the contractor must no later than at the kick-off meeting inform the employer of this.

4.4 Existing conditions

Local conditions
The contractor's employees must comply with ARC's procedures, including instruction signs.

If the working methods chosen by the individual contractor require further reinforcement of such conditions, this must be included in the contractor's bid.

Access to existing waste handling center
The contractor and his employees must not enter ARC's existing waste handling center, unless their contract includes work here.

Pipelines, cables, manholes etc.
The employer is aware of the following pipeline and cable owners who have pipelines, cables and manholes within or near the working areas.

Electrical supply and lighting:
HOFOR
Ørestads Boulevard 35
DK-2300 Copenhagen S

DONG Energy
Nesa Allé 1
DK-2820 Gentofte

Water:
HOFOR
Ørestads Boulevard 35
DK-2300 Copenhagen S

I/S Amager Ressourcecenter
Kraftværksvej 31
DK-2300 Copenhagen S

Amagerværket HOFOR
Kraftværksvej 37
DK-2300 Copenhagen S

Sewerage:
HOFOR
Ørestads Boulevard 35
DK-2300 Copenhagen S

I/S Amager Ressourcecenter
Kraftværksvej 31
DK-2300 Copenhagen S

By & Havn
Nordre Toldbod 7
DK-1013 Copenhagen K

Heating:
HOFOR
Ørestads Boulevard 35
DK-2300 Copenhagen S

Gas:
HOFOR
Ørestads Boulevard 35
DK-2300 Copenhagen S

Telecommunications:
TDC
Teglholmsgade 1-3
DK-0900 Copenhagen K

Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Internal cables:
I/S Amager Ressourcecenter
Kraftværksvej 31
DK-2300 Copenhagen S

Amagerværket HOFOR
In addition the employer shall establish drainage, electrical supply, lighting, water pipes, etc. as shown on the employer’s construction site drawing and permanent underground pipeline and cables in accordance with pipeline and cable plans.

The location of pipelines and cables on the drawings supplied by the employer may not be assumed to be accurate, so the contractor shall be obliged to obtain current pipeline and cable information from the utility companies, etc. well before work starts.

The conditions laid down by the pipeline and cable owners must be followed by the contractor.

The contractor may not assert that any damage caused by the contractor to these pipelines and cables, etc. is due to lacking or faulty information from the employer.

It shall at all times be the contractor’s responsibility to make the necessary agreements with pipeline and cable owners regarding relocation or relaying of pipelines and cables. All agreements must be submitted to the construction site manager and approved by him. It shall be the contractor’s responsibility to request measurements and tracing of pipelines and cables in the field from the owners.

It should be noted that work near the DONG Energy high and low tension cables etc., must only be carried out under DONG Energy’s supervision. DONG Energy must be given at least 8 days’ notice before starting work. The contractor must show the construction site manager documentation that supervision by DONG Energy has been requested.

Pollution
See the work specifications (WS).

Geotechnical/hydrogeological/environmental matters
In connection with the preliminary investigation of the site, geotechnical, hydrogeological and environment studies were also made, including a number of geotechnical boreholes. The results of these studies, including borehole profiles, are presented in the reports and memos noted below (All in Danish):

- Geoteknisk (placerings)undersøgelse – datarapport
  Rapport 1, rev. 2, 2010-11-26, GEO projekt nr. 33716,
  Dok nr. A&CDD_R001_3001; MBG journal AF10_0049
- Geoteknisk projektundersøgelse – datarapport
  Rapport 2, 2011-08-08, GEO projekt nr. 33716,
  Dok nr. A&CDD_R001_3017; MBG journal AF11_0061
- Bestemmelse af bundmoduler på projektarealet
  Rapport 3, 2011-10-04, GEO projekt nr. 33716,
  Dok. nr. A0&CDD_R001_3035; MBG journal AMF11_0116
- Vurdering af geotekniske og hydrologiske parametre
General reference is made to these reports, which can be downloaded from the project website. The contractor shall be obliged to study the above reports. If any delays or extra expenses arise in the contract as a result of matters mentioned in the reports, or which can be derived from information in the reports, the contractor shall not be entitled to claim a time extension or extra payment.

### 4.5 The employer’s measurements

**Measurements**

The employer has set out 4 main benchmarks as starting points for measuring the construction and assembly work. The contractor shall perform all other measurements and plotting at his own expense.
At a distance from the new energy plants, 5 fixed prisms shall be established on nearby buildings and harbour jetties in order as backup for the 4 main benchmarks.

The employer will set a number of secondary benchmarks as time goes by.

The contractor shall be responsible for ensuring that his own measurements are correctly executed and must provide personnel and equipment for any checks by the employer.

**Coordinates and levels**
- Coordinates relate to DKTM3
- Levels relate to DVR90

4.6 **Layout of the construction site**
The contractor must comply with the rules in Statutory Instrument no. 1516 of 16 December 2010 on building and construction work.

**Consignments**
Consignments to the construction site must be clearly marked, with a consignment address consisting as a minimum of:

*The Amager Bakke Foundation*
*c/o Amager Ressourcecenter*
*Construction site*
*Project: New energy plant*
*Vindmøllevej 6*
*DK-2300 Copenhagen S*

The recipient must as a minimum be designated by:

*Receiving contractor with name and mobile phone no.*

Materials may generally be delivered to the site on working days between 07.00 a.m. and 5.00 p.m. The recipient must be notified in good time, depending on the type and extent of the consignment.

The contractor must himself arrange for lifting gear and personnel for receiving deliveries.

**Access to the construction site**
The gate will be manned between 08.30 a.m. and 7.30 p.m. on all working days, from Monday to Friday.

The employer's construction site office will be manned between 08.00 a.m and 4.00 p.m. on all working days, from Monday to Friday.

Access to the construction site outside these times must be arranged with the construction site manager.
Access to the construction site shall be via the main gate. The gate is fitted with a card reader and personal registration must be performed on all the contractor's employees and on the employees of any sub-contractor.

Goods transport and persons without an access card who have not been pre-notified to the main gate/security guard, construction site manager, working environment coordinator (U) or construction management (building construction works) will be denied access.

All drivers must stop on entry and exit, and the security guard is entitled to carry out an inspection.

**Transportation and unloading**
Entry of material must normally be by vehicle, see Section 4.7 on the construction site's traffic areas.

Contractors must ensure that the supplier brings all necessary lifting tackle, including straps, ropes, wires, chains, hoists and winches. Restricted equipment must be clearly marked.

**Collection of materials**
Large deliveries of materials and large machinery such as cranes may not be collected from the construction site without the prior knowledge of the construction manager, construction works.

**Cameras and photography**
During the construction period, the site may be subject to video surveillance. The main aim of surveillance is photographic documentation of construction progress.

**Canteen, kiosk and dispensing machines**
The employer alone shall be permitted to set up sales outlets and dispensing machines on site.

**Nuisance from construction site**
The location of the construction site means that odour problems and drifting of soil, sand, coal, ash and other dust particles may occur. The contractor may not raise any compensation claim against the employer in respect of these.

**4.6.1 Construction site plan**
The boundaries of the construction site are shown on site plans and building site plans. In the following, the plans are called the "employer's construction site plans".

As a minimum, the construction site plan must include the following information:

- Connection points for water, sewerage and electricity
- Access and transport routes for vehicular and pedestrian traffic
- Escape routes
- Location of fire, rescue and first-aid equipment
4. Construction site

- Storage sites for individual contractors
- Temporary work areas and workshops
- Location of workshop containers
- Risk areas

The individual contractor must develop from this a construction site drawing for his own work areas, indicating as a minimum:

- Location of cranes, hoists and scaffolding
- Location of containers for materials, workshops and waste containers
- Location of fire, rescue and first-aid equipment
- Other information relevant to construction site safety

The contractor's own construction site plan must be submitted to the working environment coordinator (U) whenever it is updated by the contractor. The contractor shall pass a paper copy of the plan to the working environment coordinator (U) together with an electronic copy in dwg format or similar processable format via the project website.

4.6.2 Boundaries, fencing and screening of construction site

Boundaries

Fencing
The employer shall establish a construction site fence, including gates. Removal of the fence shall be performed in conjunction with final site work. The extent of construction site fencing shall be shown on the employer's construction site plan. Fencing around the site must be 1.8 to 2 m in height and must be wire fencing with posts.

The employer shall be responsible for keeping the construction site fence intact. If the contractor observes a breach in the construction site fence, this must be reported to the construction site manager.

Screening

4.6.3 Closure

Periodic closure

Lockup period
Daily opening of the construction site at 6.30 a.m. and closure at 7.30 p.m shall be performed by the employer's security company. However, see also Section 4.6.4

4.6.4 Security guard system
The employer will not establish a security guard system or a security guard.

4.6.5 Protection from theft

4.6.6 Signage

Prohibition and instruction signs
The employer shall supply, maintain, develop and take down signs with information, instructions and orders in common traffic or work areas, as shown on the employer's construction site plan.
The contractor must in the case of particularly hazardous work erect, maintain and take down mandatory signs and barriers in his own work area. These signs must be provided by the contractor. This also applies if the contractor uses subcontractors in his own work areas.

Signs and markings on the site and in buildings must be followed without question. Persons who fail to comply with notices and markings may be excluded from the site by the employer without further warning.

**Worksite hut signs**
All worksite huts and containers, even if leased, must have clear signs bearing the contractor's company name, home address and contact telephone number.

Flags, pennants etc. must not be flown without the construction site manager's consent.

**Joint construction site signs**
The employer shall erect a general construction site sign to identify the construction site and project. The sign must be used by all contractors according to further guidelines and to agreement with the construction site manager.

The joint construction site sign will contain details of all contractors and suppliers carrying out on the construction site. Information on the construction site sign will include the contractor's/supplier's name, address and Company Register number. For foreign companies, the RUT number will also be shown.

**4.6.7 First aid boxes**
The employer shall establish a first aid station, as shown on the employer's construction site plan.

The employer shall arrange for the supply, setting up and maintenance of first aid boxes throughout the construction site, except in the individual contractor's own work areas and worksite huts.

The contractors must ensure that first aid equipment is available for their own employees and those of any subcontractors/suppliers in their own work areas. Contractors shall be responsible for maintenance of this first aid equipment.

**4.6.8 Firefighting equipment**
The employer shall arrange for the supply, setting up and maintenance of firefighting equipment for the whole construction site.

Contractors shall be obliged to familiarise themselves with fire extinguishing equipment available in the vicinity of their own work areas. Existing fire extinguishing equipment shall be shown on the employer's construction site plan. When performing hot work, contractors must bring their own firefighting equipment.
Contractors shall be required to perform a fire safety inspection outside normal working hours in their own work areas, if it is ascertained that the work area cannot be adequately protected and there is continued risk of fire. This also applies if the contractor uses subcontractors in his own work areas. The construction site manager may require the contractor to carry out this fire safety inspection.

In order to prevent spread of fire, doors and gates must be kept closed.

4.7 Traffic areas on the construction site

4.7.1 Parking

Parking shall only be permitted in designated parking areas in the marked bays (see construction site plan). Contractors need to be aware that the number of parking spaces provided by the employer will vary as the construction site develops. Daily occupation of parking spaces shall be on a "first come first served" basis. If, during the construction period, a time occurs when the construction site manager assesses that there are parking space problems, he may introduce a parking space quota scheme for a shorter or longer period. In this case, contractors will be assigned a number of parking spaces proportionate to the number of their employees daily engaged on the construction site. Any costs incurred by the contractor as a result of the quota scheme will not be separately honoured by the employer.

Goods vehicles which are used as containers/mobile workshops may be permitted on site with the agreement of the construction site manager according to the same rules as worksite huts/containers, on issue of a "Parking permit".

Other parking facilities shall be shown on the employer's construction site plan.

4.7.2 External traffic areas

Access routes are shown on the employer's construction site plan.
Any large and heavy transports on site must be agreed with the construction site manager.

Contractors must remove spillage from their own deliveries from paths and roads at their own expense. Contractors must re-establish roads and areas at their own expense if these are damaged by their deliveries or traffic. The employer will regularly photograph conditions on the construction site for registration purposes.

**Access and escape routes**
Access and escape routes in common areas will be shown on the employer’s construction site plan.

Contractors must provide the working environment coordinator (U) with a report of access and escape routes in their own work areas. This also applies if the contractor uses subcontractors in his own work areas.

Access and escape routes must comply with current regulations.

**Catwalks and stairs**
Catwalks and stairs must not be blocked at any time by the contractor, either completely or partially, without permission from the construction site manager.

**Soil loading**
The soil on the construction site can generally bear a load of 20 kN/m².

The contractor must establish the necessary surfacing for loads greater than specified on the employer’s construction site plan and pay the costs of this. This also includes for example piling of concrete piles which only can be done by the contractor due to an agreement with the construction site manager.

However, before setting up cranes, the contractor should always obtain a geotechnical assessment. The contractor must himself pay the cost of the geotechnical assessment. The geotechnical assessment must be presented to the construction site manager.

**4.7.3 Traffic areas in buildings**
The employer shall be responsible for supply, erection, maintenance, relocation and dismantling and removal of temporary staircases, etc. in common traffic areas.

Traffic areas will be able to carry payloads up to 300 kg/m².

In traffic areas in his own work areas, the contractor must supply, erect, maintain, relocate and remove temporary staircases, catwalks etc. at his own expense. This also applies if the contractor uses subcontractors in his own work areas.

**4.7.4 Covering of holes in traffic areas**

Holes in decks and excavations
The responsibility for establishing, maintaining and restoring coverings, barriers and markings shall rest on the individual contractor – unless otherwise specifically mentioned in the individual construction contract.

The contractor shall be obliged to instruct his employees about this, and he must take all necessary measures to ensure that the instructions given are complied with. The contractor must ensure that a working method is agreed in each case, and is responsible for ensuring that the measures are correctly executed and maintained.

If the contractor's work is finished before it is safe to remove the measures, these must remain on site free of charge until they are no longer needed, after which the contractor shall remove them.

**Coverings**  
Coverings must be implemented in accordance with the rules of the Working Environment Authority.

Holes, e.g. in storey decks, roof surfaces, manholes etc. shall be covered with suitable secured covers and plates. Covers and plates must be able to withstand the loads expected in the area. The contractor must cover holes in his own work areas and pay the cost of this. This also applies if the contractor uses subcontractors in his own work areas.

**Barriers**  
Barriers must be implemented in accordance with the rules of the Working Environment Authority.

The barrier material must be solid, e.g. wood or steel, functional even in cases of poor visibility and be able to withstand a person colliding with it. In the case of barriers outside, the construction site manager may require them to be illuminated during lighting-up periods. Lighting costs must be included in the contractor’s tender.

Where there is a risk of materials falling into lower levels, kickboards must also be set up.

Larger and permanent barriers must show the company name, the period and reason for the barrier, together with the name and number of a contact person.

**Markings**  
Marking of areas must be performed with suitable materials. When marking off and area, e.g. in connection with crane lifting, it must be ensured that unauthorised persons are not able to enter the area by accident.

Larger and permanent markings must show the company name, the period and reason for the barrier, together with the name and number of a contact person.
Establishment of guard rails in traffic areas
From the start of excavation of construction pits, the contractor shall undertake to ensure that these guard rails are always intact.

Lighting of traffic areas
The employer shall establish and maintain emergency lighting in common traffic areas. Permanent lighting shall be installed by the employer as the work is finished in accordance with applicable regulations.

Establishment and maintenance of traffic and working lighting in the contractor's own traffic area shall be down to the individual contractor in accordance with applicable regulations.

Construction site lighting shall be controlled by dimming relays and timer switches with daily and weekly programs and power reserve.

Outdoor traffic areas shall be lit by light masts.

Weather condition precautions in traffic areas
The employer shall perform snow clearance in common traffic areas.

The contractor must perform snow clearance in his own traffic areas, cf. S.I. no. 477 of 18 May 2011 on building and construction work in the period 1 November to 31 March. This also applies if the contractor uses subcontractors in his own work areas.

Clearing and cleaning of traffic areas

Good order and tidiness
The employer shall be responsible for daily clearing and cleaning of common areas. The contractor is responsible for daily clearing and cleaning of his own working area. This also applies if the contractor uses subcontractors in his own work areas.

The contractor must at all times help to keep the areas tidy, cf. AT Guidance on "Forebygelse af ulykkesrisici ved hjælp af orden og rydelighed" ("Prevention of risk of accident by orderliness and tidiness").

Clearing up
The contractor must clear up daily, and at least once a week perform cleaning within his own work area and storage area. This also applies if the contractor uses subcontractors in his own work areas. In addition, whenever considered necessary, the construction site manager may require clearing and cleaning of the contractor's work and storage area. The cost of this shall be paid by the contractor, or the construction site manager will have the area cleared or cleaned at the contractor's expense, following a warning.

It is forbidden to leave paper, plastic etc. which could be blown round the site or onto surrounding areas. All flammable waste, e.g. wood wool, cotton waste or cardboard boxes, must be removed daily.
The construction site manager may order a contractor to coordinate clearance with other contractors in the contractor’s own work area.

**Orderliness**
All cables, pipelines and connections on the construction site must fulfil and be used in accordance with applicable Danish legislation and regulations.

During work, good order must be maintained in materials and tools. The whole construction site, including the work and storage areas, must always be kept in a neat and tidy condition. Nothing may be placed or abandoned so as to form a nuisance or hazard to persons.

Discarded materials must be immediately removed from the construction site, to avoid being confused for fault-free materials.

**Cables and wiring**
General rules for suspending cables and protecting them from damage must be followed.

Electrical cables on roads and open areas are unacceptable unless protected from damage.

It is not permitted to allow cables and the like to block doors and gates.

**Spillage**
If a contractor’s own work or transport of materials causes a spillage, the contractor must immediately have this removed at his own expense.

Chemical and oil spills must be reported immediately to the construction site manager by the contractor.

Collection, cleaning and disposal of oil spills or spills of other chemicals shall be handled in cooperation with the construction site manager.

**Pressurised cylinders**
Pressurised cylinders must be removed at the end of working hours and stored in a separate area designated by the construction site manager. Both the location and the number of pressurised cylinders stored must be indicated on the contractor’s own site plan.

Nothing may be located in such a way as to impede construction progress.

### 4.8   Worksite hut area and storage area
The contractor shall establish a worksite hut area as needed for his own employees and sub-contractors.

### 4.8.1   Worksite huts
**Office, mess and sanitation huts etc.**
The contractor may assume to provide the following:
4. Construction site

- Office workspaces as needed, with facilities that makes it possible to held internal meetings
- Mess facilities as needed, with showers and changing facilities

The contractor must, no later than 10 working days after contract signature report to the construction site manager his requirements for office workspaces and mess facilities.

The contractor should be aware that office workspaces will be established in open-plan offices.

The worksite huts may not be used for overnight stays.

The employer may order contractors to conduct fire safety inspections in worksite huts after the end of working hours.

**Location of worksite huts, materials and other equipment**

The location of cranes, lifts, hoists, worksite huts, workshop containers, materials and the like must be agreed with the construction site manager. The contractor must take note of the transport distances between the worksite hut area, storage area and the work area, cf. employer’s construction site plan.

If the employer considers it necessary for the operation of I/S Amager Ressourcecenter, other contracts, supply/storage of materials and the like, the contractor must relocate the equipment/materials in question as directed by the construction site manager.

The contractor must protect his own worksite huts and stored material from fire. If the construction site manager finds it necessary, the contractor must supply portable fire extinguishers in the vicinity of flammable parts.

**Toilets**

The contractor shall establish interim toilets in accordance with S.I. no. 1516 of 16 December 2010 on building and construction work. The erection, relocation, maintenance and removal of interim toilets shall be performed by the contractor.

If it is considered expedient, the construction site manager will assign access to toilets in or near the building and assembly areas.

**4.8.2 Storage site**

The storage site shall be located according to the employer’s construction site plan.

The contractor shall at the start of the contract take over the work and storage sites shown on the employer’s construction site plan, which he shall protect from the weather and maintain until the areas on the employer’s construction site plan are transferred to another contractor.

The contractor must continuously coordinate entry by vehicles to the construction site and storage site with other contractors and suppliers in the construction
phase. The storage site will have a limited area, and the contractor will be responsible for planning the delivery of materials so as to minimise duration of storage and quantity of stored items.

The surface of the storage sites shall be road base.

Materials must only be stored on the construction site as directed by the construction site manager. Materials must be unloaded at the indicated storage site. If this cannot be done, the materials must be moved there as soon as possible.

Materials may not normally be stored in the immediate vicinity of the work area. The contractor must include an element for internal transport on the construction site.

No materials may be stored on the construction site which are not connected with the contract in question.

Containers for materials and workshops must be located so as to prevent fires spreading. The employer or a public authority may order contractors to conduct fire safety inspections in containers for materials and workshops after the end of working hours.

During the construction period, the contractor must avoid storing materials which increase fire load on the construction site. Where storage is necessary, official regulations must be followed.

There must be at least 2 m free passage next to fences and around buildings, electrical cabinets, stored materials etc. In certain cases, exceptions may be agreed with the construction site manager.

**Storage and protection of stored material**

The contractor must establish the necessary protection for his own materials to prevent damage by the weather etc. The storage of galvanised and painted parts must be such that no rust is transferred to the galvanised or painted parts from underlying panels, beams or similar.

Materials must not be stored such that water can accumulate in pockets or cavities.

**Seasonal and winter related measures in the period 1 November to 31 March**

The contractor is responsible for ensuring that adequate measures are taken to protect stored materials in his own storage area, cf. S.I. no. 477 of 18 May 2011 on building and construction works in the period 1 November to 31 March.

The contractor must perform snow clearance on his own storage areas, cf. S.I. no. 477 of 18 May 2011 on building and construction work in the period 1 November to 31 March.
Lighting of storage areas
Establishment and maintenance of traffic and work lighting in the contractor’s own storage area shall rest with the individual contractor in accordance with applicable regulations.

4.8.3 Tent workshops
If it is desired to erect tent workshops/stores, this must be agreed individually with the construction site manager. The contractor must arrange for fire protection in the case of cutting and grinding work in tents and buildings.

4.8.4 Waste handling and waste containers
ARC is certified for the environment and working environment under ISO 14001 and DS/OHSAS18001. This includes a requirement for traceability of all waste fractions and other parts disposed of by ARC. The contractor must ensure traceability.

- All contractors shall install their own containers, as directed by the construction site manager, for waste fractions generated by their own activities.
- Contractors must pay all costs associated with the disposal of their own waste.

The contractor must comply with applicable waste handling legislation (S.I. no 224 of 7 March 2011 on waste). It shall be the contractor’s responsibility to report data to the Waste Data System in accordance with S.I. no. 224 of 7 March 2011 on waste.

Removal of all waste fractions in vehicles shall be performed in consultation with the construction site manager. Removal and disposal must be as directed by the Municipality of Copenhagen, and a copy of the requisite documents must be handed to the construction site manager (weighbridge tickets etc.).

It must be documented that transport companies have been approved by the Municipality of Copenhagen.

The contractor must document that these instructions have been followed.

4.8.5 Lighting in worksite hut area and on storage site
The contractor shall establish and maintain emergency lighting in the worksite hut area.

4.8.6 Winter related measures in worksite hut area and on storage site
The employer shall undertake snow clearance of the common worksite hut area and common traffic routes at the storage site.

The contractor shall perform snow clearance on his own storage site, cf. S.I. no. 477 of 18 May 2011 on building and construction work in the period 1 November to 31 March.

4.8.7 Clearing up in worksite hut area and on storage site
Each contractor shall be obliged to undertake regular clear-ups in the worksite hut area and storage site.
4.9 **Work areas**

**Covering of existing plant**
Plant near work areas must be securely covered by the contractor to avoid soiling or damage. It shall be the contractor’s responsibility to secure suitable materials for such coverings, the work on which may only take place by agreement with the construction site manager.

However, if soiling or damage to other plant does occur, this must be reported immediately to the construction site manager, who in consultation with the contractor will have the damage repaired at the latter’s expense. This shall also apply to damaged final painting.

4.9.1 **Covering over holes in work areas**

4.9.2 **Establishment of guard rails in work areas**
Excavations must be cordoned off and marked according to applicable regulations by the contractor in question.

During the individual contract, guard rails shall be set up and maintained on all building parts to be established during the contract. The guard rails shall be taken down by the contractor who establishes permanent building parts which replace the guard rails, which shall then be handed over to the contractor who set them up at an agreed location on the construction site.

4.9.3 **Lighting in common work areas**
The employer shall establish and maintain emergency lighting in common work areas. Permanent lighting shall be installed by the employer as the work is completed.

Establishment and maintenance of traffic and work lighting in the contractor’s own work area shall rest with the individual contractor. This also applies if the contractor uses subcontractors in his own work areas.

4.9.4 **Winter related measures in common work areas**
The contractor shall arrange for snow clearance, de-icing and gritting of his own work areas. This also applies if the contractor uses subcontractors in his own work areas.

For combating slippery driving conditions, the contractor may only use grit or urea.

Other winter related measures are further described in the individual work specifications (WS).

4.9.5 **Clearing up and cleaning of work areas**
See also Section 4.8.7
4.10 Technical aids
The contractor must at his own expense supply, establish, operate, maintain and remove technical aids.

4.10.1 Cranes and material hoists etc.
All erected tower and mobile cranes must have mutual radio contact on a separate shared dedicated frequency and an emergency frequency.

All erected tower cranes must be numbered as directed by the working environment coordinator (U). In a central position by the tower cranes, a crane stretcher must be located, e.g. in an emergency aids container. The crane stretcher shall be provided next to the tower crane by the contractor who erects the crane.

Crane drivers must be able to produce their crane certificates for the working environment coordinator (U).

The contractor must erect and dismantle his cranes/hoists as agreed with the construction site manager. Work on cranes/hoists must be done according to Section 5.4 "Precautions for hazardous work".

Out of consideration for ordinary traffic on the construction site, the arrival of mobile cranes at the construction site must be coordinated with the construction site manager.

Cranes and materials hoists must be approved. Servicing and maintenance must be documented by the contractor in accordance with the regulations. The documentation must be produced on demand. Plant which is defective or has not been maintained according to the regulations for the plant in question must be removed from the construction site immediately by the contractor.

If it is a requirement that the crane is notified to the Working Environment Authority, this shall be the contractor's responsibility. Documentation of this shall be forwarded to the construction site manager before use begins.

The contractor must no later than at the kickoff meeting indicate the use of cranes/hoisting tackle in connection with his work. The contractor must also provide proposals as to:

- Location of cranes/hoists on his own construction site plan submitted to the employer, cf. relevant rules.
- Soil loading
- Work area for crane/hoist
- Period for erection and use of crane/hoist
- Any loadings from the crane/hoist (static and dynamic loading)

The construction site manager must approve the contractor's proposals and is entitled to require changes in them in order to ensure that all work on the construction site can be performed according to the tender schedule and with due regard for health and safety.
It shall be the contractor’s responsibility to ensure that attachment is done according to the relevant rules and that loads do not exceed the maximum loads at the attachment points.

No attachments may be made to existing parts of buildings or plant without prior written permission from the construction site manager. Only trained persons may make attachments to the cranes.

Where several different tasks are being performed simultaneously, the contractor must permit other contractors/suppliers to use the contractor’s cranes and material hoists if this can be done without significant expense and inconvenience to the contractor.

Fork-lift trucks, personnel hoists and aerial work platforms
Construction hoists, aerial work platforms, personnel baskets, fork-lift trucks and other non-registered vehicles may only be used after the contractor has checked that they have been serviced and approved in accordance with the relevant legislation. For use of these vehicles, see the instruction manual and relevant legislation.

The contractor must on demand from the employer produce documentation for approval and use of the equipment.

Hoisting platforms and self-hoisting gondolas
Hoisting platforms and self-hoisting gondolas etc. must fulfil the requirements of the Working Environment Authority regulations.

If it required for hoisting equipment and winches to be notified to the Working Environment Authority, this shall be the contractor’s responsibility. Documentation of this should be forwarded to the working environment coordinator (U).

4.10.2 Personnel lifts
Establishment, maintenance and dismantling of any permanent lifts for persons and materials are further described in the work specifications (WS) for electrical work or lifts.

The employer shall establish a number of permanent lifts to be commissioned at different times in the construction phase. By agreement with the construction site manager, the contractor may use the lifts when they are in operation.

4.10.3 Scaffolding and work platforms
The contractor must erect and dismantle his scaffolding as agreed with the construction site manager, e.g. with regard to location and time. Scaffold erection must be performed in accordance with applicable legislation and the manufacturer’s instructions. The manufacturer’s instructions must be produced on demand.

Before being taken into use, scaffolds must be fitted with a sign showing:

- Who has erected it
- Who will be using it
- The maximum loading
This shall apply regardless of exceptions in the applicable legislation.

The contractor must ensure that scaffolds are inspected every 14 calendar days.

Where several different tasks are being performed simultaneously in the same area, the contractor must permit other contractors/suppliers to use the scaffold if this can be done without significant expense and inconvenience to the contractor.

**Fall protection**

Fall protection must be used in accordance with Working Environment Authority guidelines for use of fall protection.

The contractor must inform the working environment coordinator (U) when it is necessary to use fall protection and in which areas. The contractor must provide the working environment coordinator (U) with a written report whenever fall protection is activated, possibly by use of AOB.

### 4.11 Construction site utility supplies

#### 4.11.1 Water and drainage

Water shall be provided free of charge from a stop cock on the construction site, as directed by the construction site manager. From here the contractor must lead his own pipelines to the consumption point. The contractor must ensure that taps and pipelines do not leak and that the system is functional in sub-zero temperatures. Costs for this must be included in the contractor’s tender.

Drainage must be led by the contractor to the employer’s outlet, as directed by the construction site manager. All installations must be executed by an authorised company and the necessary approvals must be available and submitted to the construction site manager by the contractor on demand.

On completion of a delivery/contract, water pipes to the stop cock shall be removed and drainage to the employer’s outlet removed up to the connection, which must be suitably plugged after use. The contractor shall be responsible for this work. Failure to carry out this work shall be remedied at the contractor’s expense.

The employer cannot not be held responsible for interruptions to the water supply.

#### 4.11.2 Electricity

The contractor must, no later than at the kickoff meeting, notify the construction site manager of his maximum power requirements and times of peak load.

The construction site manager shall assign connection facilities for the contractor’s distribution equipment. Electrical consumption shall be paid by the employer. The location of control boards shall be specified on the employer’s construction site plan.
The contractor must arrange for the necessary distribution and sub-distribution equipment for the contract, and also for suspension and registration of temporary cables as directed by the Construction Manager (building construction works). These works must be included in the contractors tender.

The contractor shall be responsible for ensuring that electrical plant complies with the applicable legislation for electrical installations and for proper protection and maintenance of construction site installations.

All installations must be checked as a minimum every three months by an authorised electrician in accordance with applicable legislation. Documentation for this must be produced by the contractor on demand.

Electrical installations must be carried out by an authorised installer and the necessary permits must be available.

The contractor must permit connection of hand tools from other contractors.

On leaving the site, the contractor must remove his installations up to the connection point. Failure to carry out this work shall be remedied by the employer at the contractor's expense.

The employer may not be held responsible for interruptions to the electrical supply.

**Compressed air**
The employer shall not provide compressed air.

**4.11.3 Communications**
The employer shall ensure that there is access to a telephone line (terrestrial) for emergency calls during the entire construction period.

**4.12 Special requirements for buildings in use**

**4.12.1 General**
Tools must be selected by the contractor so as to cause the minimum nuisance to any residents/employees, in terms of noise, vibration, dust and emissions.

It shall not be permitted to use transistor radios and the like on the construction site.

Access to areas in use must be in accordance with the following rules:
- All contractor's employees requiring access the construction site must have been issued with an identity card. The contractor shall be obliged to report immediately any lost ID cards.
- The construction site manager shall be responsible for administration of keys.

**4.12.2 Information to third parties**
The procedure for information to third parties shall always be arranged with the construction site manager.

**4.12.3 Temporary operation**
No additions to *bips B2.010, Standard Specification*. 
Description of the Building Project
4. Construction site
5. Health and safety

5.1 General

Section 4 of this DBP and the Health and Safety Plan (HSP) shall cover the whole construction site area, "R98 building", the work area, worksite hut area and storage site and common areas, and shall apply to all who are present or working on the construction site area. See also the employer’s construction site plan.

This DBP and HSP shall be important elements of the health and safety work on the construction site.

General reference should be made to HSP. The current version of HSP is available on www.projectweb.dk.

Whenever reference is made to legislation (Danish Working Environment Authority (AT) orders, Danish Working Environment Authority (AT) guidelines etc.) the contractor must always take this to mean the latest version.

Safety work on construction site
The employer puts great stress on responsibility and regards quality, the working environment and the environment as common areas of concern.

The employer has a clear goal of zero injuries in work on the employer's site. The employer expects all contractors and suppliers to cooperate with each other and with the employer and his consultants in order to achieve this goal.

The employer requires contractors to participate in safety activities, such as dialogue meetings, kickoff meetings, safety meetings, safety courses etc., arranged by the employer.

In connection with his own contract, the contractor must establish and maintain all safety measures required by the law.

The contractor is responsible for safety works in his own work area. This also applies if the contractor uses subcontractors in his own work areas.

Introduction to safety
All persons who are to work on the construction site, must participate in an introduction to safety course of approx. one hour's duration before work commences. No access to the construction site will be granted without attendance at the introduction to safety course. At the introduction to safety course, participants will be informed about the applicable safety rules on the construction site. The contractor must pay for the participation of his own employees, sub-contractors and suppliers on the introduction to safety courses. If the contractor will be sending persons on the course who have a mother tongue other than Danish, he must notify this at least 2 weeks before the persons in question are to take part. The contractor must also at his own expense arrange for an interpreter to be present at the introduction to safety course.
The introduction to safety course shall be held 2 days a week at fixed times, generally Monday and Wednesday at 8.00 a.m. It is the duty of contractors to ensure that they register their employees and those of their subcontractors for the introduction to safety course.

5.1.1 Organisation
Described in Section 1.3 of the present description

5.1.2 Construction site coordination
See current version of HSP, available on www.projectweb.dk

5.1.3 Safety meetings
The working environment coordinator (U) shall lead the meetings and prepare the minutes. Safety meetings shall be conducted in Danish and the minutes shall also be prepared in Danish. The minutes shall be sent to the meeting participants, the construction site manager, the assembly manager, the construction managers (construction works + M&E), contractors, M&E suppliers, engineering and architectural consultants, the employer's consultant and the employer. Minutes shall be sent via the project website.

Ordinary safety meetings shall be held at least once every two weeks. However, the contractor must allow for weekly meetings.

Extraordinary safety meetings shall be held if there are serious accidents, cases of poisoning or other adverse effects on health or near-misses, and otherwise as the need arises.

The agenda for the safety meetings will be shown on HSP.

5.2 Health and Safety Plan (HSP)
HSP has been drawn up by the working environment coordinator (Planning) and shall be continuously updated by the working environment coordinator (U). The employer has delegated his obligation to complete and update HSP and his coordination duties to the working environment coordinator (U).

It shall be the contractor's responsibility to introduce all employees to HSP before they start their contract work.

HSP must ensure that individual parties are able to carry out their work tasks while complying with the requirements of S.I. no. 1516 of 16 December 2010 on building and construction work and the requirements of working environment legislation generally. The plan must also ensure proper work procedures and coordination of safety precautions.

During the whole period, HSP will be available for consultation by persons engaged on the construction site and their employers.

Health and safety requirements with significance for tendering shall be laid down in this DBP, in the work specifications (WS) and in HSP.
5.3 Working environment

5.3.1 General

See current version of HSP, available on www.projectweb.dk

5.3.2 Limitation of noise nuisance

Noise must be combated at source, i.e. the necessary precautions must be taken to prevent noise exceeding the permitted limits, cf. AT Order on noise and execution of work.

Where this cannot be satisfied, ear defenders must be used, and notices displayed requiring their use.

Noisy work

Noise from the construction site must fall within the threshold values in "Forskrift for miljøforhold fra Bygge- og anlægsarbejder i Københavns Kommune" ("Building and Construction Regulations in Copenhagen"), October 2012, published by the Municipality of Copenhagen. Threshold limits for noise load measured outdoors near inhabited buildings:

Monday – Friday from 7.00 a.m. to 7.00 p.m.: 70 dB
At other times and on holidays: 40 dB
Maximum values at night from 10.00 p.m. to 07.00 a.m. 55 dB

Other thresholds, including permissible periods for noisy building and construction work are given in "Forskrift for miljøforhold fra Bygge- og anlægsarbejder i Københavns Kommune" ("Building and Construction Regulations in Copenhagen"), October 2012 published by the Municipality of Copenhagen.

It is a further requirement from the Municipality of Copenhagen that the following activities are prohibited outside normal working hours (7.00 a.m. to 6.00 p.m.):

- driving of sheet piling and piles, etc.
- use of electric drilling and cutting equipment or similar tools
- use of tower cranes and the like
- use of electrical aerial work platforms and the like
- use of compressed air tools
- erection and dismantling of scaffolding
- Unloading and loading of building materials and waste
- similarly noisy activities

If the contractor wishes to carry out a task listed above outside normal working hours, the contractor must seek dispensation from the Municipality of Copenhagen following prior notice to the construction site manager. In addition, the threshold values for noise loads measured outside near inhabited buildings must be complied with as noted above.

5.3.3 Limitation of damage and nuisance from vibrations

See current version of HSP, available on www.projectweb.dk
5.3.4 **Limitation of dust nuisance**  
See the current version of HSP, available on [www.projectweb.dk](http://www.projectweb.dk) and "Forskrift for miljøforhold fra Bygge- og anlægsarbejder i Københavns Kommune" ("Building and Construction Regulations in Copenhagen"), October 2012, published by the Municipality of Copenhagen.

5.3.5 **Limitation of ergonomic nuisance**  
See current version of HSP, available on [www.projectweb.dk](http://www.projectweb.dk)

5.4 **Precautions for hazardous work**  
See current version of HSP, available on [www.projectweb.dk](http://www.projectweb.dk)
6. **Surrounding environment**

6.1 **General**

In general, the contractor must at all times comply with the requirements in the Environmental Centre’s publication “Miljømæssige forholdsregler ved bygge- og anlægsarbejder i Københavns Kommune” (“Environmental precautions for building and construction work in the Municipality of Copenhagen”).

**Qualifications**

The contractor’s environmental coordinators must have practical experience in the environmental management of building and construction work, including the necessary proven knowledge of environmental and working environment matters. Documentation for this must be produced by the contractor on demand by the employer.

**Environmental action plan**

As part of his daily work on the environmental and working environment management of the contract, the contractor must draw up an environmental action plan which satisfies the employer’s requirements and describes the contractor’s environmental activities.

The environmental action plan must as a minimum contain:

- A survey of expected environmental impacts arising from the contract’s working processes
- Description of the contractor’s own actions for minimising environmental impact and fulfilling the employer’s goals, including: a strong focus on minimising noise and pollution both to the surrounding environment and to the internal environment during the construction phase; the establishment of a safe and healthy workplace in which, with very few exceptions, it is safe to move about without ear defenders and without suffering the effects of annoying/unhealthy dust and heat
- Description of measurement methods and calculations for documenting the contractor’s own actions in the environmental and working environment fields
- Description of measures and actions to be taken if environmental and working environment thresholds are breached

Prior to start of work, the environmental action plan must be approved by the construction site manager. The environmental action plan must be forwarded by the contractor to the construction site manager a minimum of 5 working days prior to the planned start of work.

If the contractor wishes to change working methods and this may result in increased nuisance to residents, or he wishes to carry out work outside normal working hours, the construction site manager must be given warning of this at least 1 week before it is desired to start work, and the environmental action plan must be updated. The construction site manager must also approve in writing the use of such working methods before the contractor starts work.
If the contractor becomes aware of complaints relating to the work, the construction site manager must be informed immediately.

**Inspection and documentation**
The contractor must ensure by the organisation and implementation of the work that the requirements for environmental conditions have been met in all contract activities.

Inspection and monitoring of environmental conditions must be documented on inspection forms which are regularly forwarded to the employer. The inspection forms must as a minimum contain the measurement procedure, including measurement equipment and measurement results.

**Emergency management plan**
Prior to the start of work, the contractor must submit an emergency management plan to the construction site manager, describing the precautions the contractor expects to take if, in the event of an accident during the performance of the work, the risk arises of damage to the surrounding environment.

**6.2 Noise**
On the first occasion that a noisy activity begins, the contractor must check that the threshold values can be complied with. The inspection must be performed by carrying out noise measurements in the immediate vicinity of the nearest home and at a reference distance (10-30 m) from the noise source. Measurements at the reference distance must be used as a basis for calculating noise loads when the work process is moved closer to or farther away from the inhabited area.

Noise calculations and measurements must be carried out in accordance with the Environmental Protection Agency’s guidelines nos. 5/1993 "Beregning af støj fra virksomheder" ("Calculation of external noise from businesses") and 6/1984 "Måling af ekstern støj fra virksomheder" ("Measurement of external noise from businesses").

In the event of complaints from neighbours about noise, the contractor must carry out measurements and/or calculations as agreed with the construction site manager.

All noise measurements shall be part of the contractor's work contract.

If the threshold values are breached, work must be stopped and preventive measures implemented at the contractor's expense.

**6.3 Vibrations**
Apart from the general provisions, and in order to give protection from vibration damage to surrounding buildings, the maximum particle speed for vibration at the building's foundation \(V_{peak}\) must not exceed 5.0 mm/sec.

In connection with the sinking of sheet piling or similar at distances to buildings closer than 50 m, the contractor, as part of his services, must make daily measurements to check for vibrations which could be damaging for buildings at 3 positions on the foundations.
The measurement of vibrations damaging to buildings must be done in accordance with DIN 41509, Part 3, May 1986: “Erschütterungen im Bauwesen. Einwirkungen auf bauliche Anlagen”.

The first time an activity starts which causes vibrations, the contractor must check and document that the threshold values can be complied with.

In the event of complaints from neighbours about vibration, the contractor must carry out measurements and/or calculations as agreed with the construction site manager.

If the requirements are being breached, the work must be stopped and preventive measures implemented.

All vibration measurements and preventive measures shall be part of the contractor’s work contract.

6.4 Dust
See DBP Sections 5.3.4 and 4.7.8 including bips B2.010, Standard Specification.

6.5 Atmospheric emissions
The ever greater weights of containers make necessary vehicles which can cope with a higher gross weight on the container platform, which in practice means the use of 4-axled vehicles for some of the transports. The following requirements shall apply regardless of vehicle type.

The contractor must at all times use vehicles with Euro 6 engines or engines which are less polluting.

Before taking vehicles into use, the construction site manager must be sent documentation of the engine type and required fittings.

Subcontractors must use vehicles with the same specifications as above.

The contractor shall be obliged to use the necessary number of vehicles for meeting the stipulated time limits for collection. If need be, reserve vehicles may be used without a request being made, and at no expense to Amager Ressourcecenter.

6.6 Spillages of oil and chemical products
See DBP Section 4.7.8
7. Quality management

7.1 General
The contractor must perform quality management on his services in accordance with the intentions of the Quality Management Regulations and follow a quality management system based on the requirements of "DS/ISO 9001: 2008, Quality Management Systems – Requirements" or similar.

7.2 Construction management

7.3 Site meetings
*In respect of bips B2.010 Standard Specification, Par. 1:* The agenda for site meetings shall be notified/discussed at the kickoff meeting.

After work starts on the construction site, a site meeting will normally be held once a week at first, but later it may be agreed to hold it every 14 days. Construction management (building construction works) shall prepare minutes of the site meetings.

7.4 Quality plan
*In respect of bips B2.010 Standard Specification, Par. 1:* No later than 5 working days prior to the first project conference, the contractor must forward the quality plan to construction management (building construction works). No later than 5 working days after receiving any comments on the quality plan from construction management (building construction works), the contractor must forward the revised quality plan to construction management (building construction works) for acceptance.

7.5 Project conference
*In respect of bips B2.010 Standard Specification, Par. 1:* Building construction (building construction works) may decide to hold project conferences according to trade.

Also, if need be, supplementary project conferences may be held before starting critical/complicated parts of the work.

*In respect of bips B2.010 Standard Specification, Par. 2:* The result of the contractor's process and project scrutiny must be sent to construction management (building construction works) no later than 5 working days before the project conference is due to be held. Project conferences shall be held 10 working days after the contractor has received project material released for production.

7.6 Kickoff meetings for contract works
The time of the kickoff meeting shall be agreed with construction management (building construction works). However, kickoff meetings must be held at least 5 working days before the contractor starts work on the construction site.

7.7 Inspection and documentation by the contractor

7.7.1 General
Immediately after transferring the work to the contractor, the contractor must on the basis of the work specifications (WS) prepare inspection schedules and send
them to construction management (building construction works) for review and approval.

Inspection schedules must show which inspections have not been verified as performed at Notice of Completion but are to be documented no later than at the handover meeting.

The inspection schedules for individual tasks must be sent to construction management (building construction works) a minimum of 5 working days before the tasks are due to start.

All inspections must be based on clearly delimited inspection sections. If defects and omissions are noted within an inspection section, the work or delivery associated with the inspection section shall be regarded as not accepted. The contractor must at his own expense carry out all necessary remedial measures on non-accepted inspection sections until the prescribed quality is reached.

Work within the defined inspection sections or batches shall only be regarded as concluded when all quality assurance documentation has been handed by the contractor to construction management (building construction works).

The contractor's acceptance inspection of deliveries must at least cover checking for visible transport damage, inspection of accompanying documentation and a simple identification check of shape, dimensions, quantity and labelling, as assurance against gross errors. Proposals for remedying defects and omissions must be submitted to construction management (building construction works) for acceptance. If necessary the non-accepted delivery must be rejected. Reject parts must be effectively prevented from being used by mistake and be immediately removed from the building site.

Lack of inspection or documentation shall be regarded as non-performance of the contractor's work and will, among other measures, trigger retention of instalment payments or of the final settlement, until the situation is rectified, at no extra expense to the employer.

_In respect of bips B2.010 Standard Specification, Par. 1:_ Specified requirements for the contractor's inspection and documentation are shown in the work specifications (WS).

### 7.7.2 Management of performance of works documents

### 7.7.3 Filing of documentation

### 7.7.4 Inspection documentation

Inspection documentation must be provided digitally and in 1 collated printed set at the handover meeting.

### 7.7.5 O&M documentation

For use in the operation of the energy plant by I/S Amager Ressourcecenter, the contractor must provide specifications for the products and components used, to the extent laid down in the work specifications (WS).
Operating and maintenance material must in principle cover all materials and components included in the contractor's services. Products and components indicated in work specifications must be regarded as overall lists. Overall lists must be supplemented by the contractor's list with additional information, to the extent required to complete the O&M documents.

As changes may be made to building parts during the construction phase, the contractor must update the description of building parts and associated O&M material so that it agrees with the actual design of the building part on handover.

The O&M material must be provided digitally by direct entry onto the employer's operations system via the Internet. Delivery by CD-rom, email, etc. shall not be accepted. O&M material must be provided in Danish, unless another language is acceptable by prior written agreement with I/S Amager Ressourcecenter. Only documents in the following file formats shall be accepted: DOC (Word), XLS (Excel), PDF, TXT and DWG. The following image formats shall be accepted: BMP, TIF, JPG and GIF. However, scanned text shall not be accepted, whatever the format.

The contractor's operating services shall include:
- Participation in dialogue on digital operations documents
- Preparation of correct operations material in digital form and in the agreed quantity
- Participation in kickoff meeting for digital delivery. I/S Amager Ressourcecenter expects to use a well-known, readily available digital operating system. The contractor will be informed of which operating system I/S Amager Ressourcecenter intends to use before contract signature
- Use of the operating system's digital delivery module for data entry of O&M information over the Internet.

The digital O&M delivery process may be as follows:
1. The contractor gives provides I/S Amager Ressourcecenter with the name of his entry coordinator
2. The contractor delivers an overall list of products and components. The overall list must include the products and components in the work specifications supplemented by the contractor's own information on products and components
3. Kickoff meeting
4. The contractor forwards the timetable for delivery of O&M material according to his own work schedule including interim deadlines subject to penalty from the contract time schedule and the present points 1-9.
5. Final determination of level of detail for entry of O&M information
6. The contractor enters the O&M information into I/S Amager Ressourcecenter’s operating system.
7. The contractor contacts I/S Amager Ressourcecenter 15 working days prior to delivery, indicating progress on entry of O&M information. At this point it is expected that the contractor will have entered 80% of the O&M information to the O&M system
8. Delivery of O&M material
9 Consultants will scrutinise the O&M information entered by the contractor and the contractor will make any adjustments arising from this.

The contractor shall have full responsibility for complying with the imposed time limits and for the correctness and completeness of the delivered material.

The extent and level of as-built documentation to be delivered by the contractor to the employer shall be stated in the individual WS.

7.8 Handover
The handover meeting shall be conducted in accordance with the guidelines in BPS Publication 50, handover protocol.

7.9 Quality assurance after handover
8. Time management

8.1 General

8.2 Time schedule

The time schedule in the invitation to tender contains information on starting date and intermediate and final deadlines for the contract.

In respect of bips B2.010 Standard Specification, Par. 3: The employer may lay down requirements as to the level of detail in order to accommodate simultaneous and future contracts.

In respect of bips B2.010 Standard Specification, Par. 4: No later than 15 working days after contract signature, the contractor must forward a work schedule to construction management (building construction works). The contractor's work schedule must be delivered electronically in "MS Project" format, version 2010 or older.

The contractor must inform how many persons will be engaged, who will be involved in the separate tasks and the periods of work which presents a special hazard.

The work schedule must be updated regularly by the contractor, and whenever major/important changes occur in execution of the work. The employer may lay down requirements to the contractor for updating.

The contractor's progress must be shown on his work schedule. The work schedule must show any intermediate deadlines as indicated in the contract time schedule.

As a part of the detailed coordination on site, the contractor shall on a weekly basis deliver input to a dynamic 6 week detailed construction time schedule (hereafter named 6WS). The input shall be delivered no later than 12.00 AM every Friday to the construction site manager (ARC).

Input will have to be delivered in a pre-defined template made by ARC. The construction site manager will coordinate the detailed input from all contractors and suppliers. The input to 6WS shall contain the contractors own detailed work time schedule on "unit-size" level, erection plans, which shall include location which also include level, need for common tools, safety and health related issues and other erection information. The input shall cover the contractor's complete scope of supply and all tasks necessary to finalize the installation works. The level of detail shall provide sufficient detail for the construction site manager to break the tasks into sections of "man-days". Input must be handed over in Microsoft Project [.mpp] and must be made in accordance with the template.

8.3 Weather condition days

Weather condition and lost work days must be reported in writing to construction management (building construction works) on the same day as they are recorded. The report must contain a description of the reason for the weather condition/lost work day, which activities were affected and whether these are on the critical path.
in relation to the contractor's own work schedule and the employer's main time schedule.

The allowed-for number of lost days, excluding Saturdays, Sundays and public holidays is as follows:

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<tr>
<th>Jan</th>
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<th>Mar</th>
<th>Apr</th>
<th>May</th>
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The contractor must allow for the same number of days in his work schedule. Time extension will only be given for approved weather condition days in addition to the above for work which lies on the critical path in the work schedule. The contractor cannot use the unused weather condition days.

Weather condition days shall be totalled each month.

The following criteria for weather condition days shall only apply to work in which wind, precipitation and temperatures mean that planned activities cannot be carried out to the prescribed quality or responsibly in relation to health and safety.

Approval of weather condition days is recommended when one or more of the following threshold values are exceeded:

- **Wind:** 10 minute average speed at 10 m height ≥ 15 m/s, measured in period 08.00 a.m. - 04.00 p.m for more than an hour
- **Precipitation Rain (snow):** ≥ 6 mm, measured in period 08.00 a.m. - 04.00 p.m
- **Temperature:** ≤ -5°C, measured at 08.00 a.m. for concrete works
- **Temperature:** ≤ -10°C, measured at 08.00 a.m. for steel works

The contractor shall thus be obliged to provide documentation of the above on request by the employer.

The documentation may be obtained from the nearest weather station unless otherwise agreed with construction management (building construction works). Only weather condition days which delay work on the critical path in the work schedule will prompt a time extension.
Appendix 1: Organisation diagram

It refers to the Health and Safety Plan

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<thead>
<tr>
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<th>EMAIL</th>
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<tr>
<td>Amager Bakke</td>
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<tr>
<td>Vindmøllevej 6</td>
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<tr>
<td>2300 København S</td>
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<tr>
<td>Acces to the building site is through the main gate. Transport delivery and persons that the site management ARC, work environment coordinator (U) are not informed about will be denied access.</td>
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<td><strong>Lead management</strong></td>
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<td><strong>Work environment coordinator (P)</strong></td>
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<tr>
<td><strong>Building site manager</strong></td>
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<td>**Engineer (B&amp;A)</td>
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<td>Fagtilsyn (B&amp;A)**</td>
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I/S Amager Ressourcecenter

New energy plant

Date: 22.06.2017
Rev. date: 
Appendices
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<tr>
<td>Tilsynscenter Øst</td>
<td>Anders Svendsen</td>
<td></td>
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<tr>
<td>Postboks 1228</td>
<td>Centerchef Ti-</td>
<td>7012</td>
<td></td>
<td><a href="mailto:at@at.dk">at@at.dk</a></td>
</tr>
<tr>
<td>0900 København C</td>
<td>Ti-</td>
<td>1288</td>
<td></td>
<td><a href="mailto:ars@at.dk">ars@at.dk</a></td>
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Appendix 2: Insurance policy

Certificate of Insurance
This is to certify – to whom it may concern – that I/S Amagerforbrænding has taken out Contractors All Risk Insurance as follows:

Policy holder: I/S Amagerforbrænding, Kraftværkvej 31, 2300 Copenhagen S.
Insured: I/S Amagerforbrænding Contractors, subcontractors, Suppliers and sub suppliers
Carrier: TrygVesta policy signed 22. March 2010

Contractors All Risk

<table>
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<tr>
<th>Description</th>
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<tr>
<td>Debris Removal</td>
<td>DKK 50,000,000</td>
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<tr>
<td>Expenditure Expenses</td>
<td>DKK 10,000,000</td>
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<tr>
<td>Guarantee Maintenance (Boiler and Turbine)</td>
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<tr>
<td>Extended Maintenance (Other works)</td>
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<tr>
<td>Defects in Design, Material, Workmanship (LEG3)</td>
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<tr>
<td>Fire and storm</td>
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<tr>
<td>Loss Adjuster:</td>
<td>Cunningham Lindsey Leif Hansen A/S.</td>
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<tr>
<td>Deductible in Excess:</td>
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<td></td>
<td>DKK 250,000 any one claim for Civil Works in the construction phase and in the Defect Liability period (Extended Maintenance)</td>
</tr>
<tr>
<td></td>
<td>DKK 500,000 any one claim for Electromechanical Works in the erection and commissioning phase and Defect Liability period (Guarantee Maintenance)</td>
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</tbody>
</table>

Public Liability

| Sum Insured:                           | DKK 100,000,000 |
| Business Insured:                      | All activities of the insured such as — but not limited to — activities related to the new plant. |
| Deductible in Excess:                  | DKK 0 any one personal injury claim |
|                                          | DKK 250,000 any one property claim |
| Defects Liability Period:              | 24 months |

The above certificate of insurance is for informational purposes only and in no way alters or changes the coverage provided under I/S Amagerforbrænding’s policies. The original conditions shall always prevail.

Willis Denmark 18th January 2011

Willis I/S – Tuborgvej 5 – DK 2000 Hørsholm. Telephone: +45 39 46 66 49
Appendix 3: Template for advance payment bond

PERFORMANCE BOND FOR DELIVERY
pursuant to AB92 § 22, subs. 2

At the request
of:________________________________________________________________
(contractor)

we hereby provide a performance bond to the I/S Amager Ressourcecenter, Co. Reg.
No. 34208115, Kraftværksvej 31, DK-2300 Copenhagen S (“Employer”)

covering payment of up to a total of DKK

in writing Danish Kroner [...] 

in respect of an advance payment covering
(description of materials etc.)

in accordance with a construction contract dated:

intended for (project):

I. Payment in accordance with the guarantee
If the Employer requests payment under this Guarantee, such request must be made in writ-
ing and notified simultaneously to the Contractor and the guarantor, with an exact indication
of the nature and extent of the alleged breach as well as the magnitude of the amount
claimed. The amount shall be payable to the Employer within 10 workdays of receipt of the
above notification, unless the Contractor, before the end of this ten-day period, has filed a re-
quest with the Danish Building and Construction Arbitration Board (voldgiftsnævnet for by-
gge- og anlægsvirksomhed) requesting a decision from an expert appointed by the Arbitration
Board, as to whether the Contractor’s payment claim is justified, in which case the provisions
of § 46 of AB 92 shall apply.

If an expert appointed by the Danish Building and Construction Arbitration Board determines
that a claimed payment is to be effected under this payment guarantee, such payment must be
made by the amount determined by the expert within three working days of receipt by the
parties and the guarantor of written notification of such expert’s decision, see § 46 subs. 7 of
AB 92. The guarantor is obliged to effect such payment in accordance with the decision of
the expert regardless of whether the underlying dispute between the parties has been or will be submitted to arbitration.

The amount of the payment to be made by the guarantor shall be reduced by any and all payments made by the Contractor to the Employer relating to the Employer’s claim, prior to the issuing of such expert’s opinion. The guarantor is not entitled to set off any claim it or the Contractor may have against the Employer in connection with making payments to the Employer.

II. Write-down and expiry of the guarantee
A. The guarantee shall expire when the materials to which the advance payment applies have been delivered to the construction site in a condition according to contract.
B. The guarantee shall be proportionately reduced in the case of partial deliveries.
C. Except for matters relating to payment under the Guarantee (which are settled under the expert procedure described in AB 92 § 6 subs. 7, cf. I. above), disputes between the guarantor and the Employer are settled by arbitration with the Danish Building and Construction Arbitration Board (voldgiftsnævnet for bygge- og anlægsvirksomhed).
D. As a matter of form, the original guarantee document must be returned to the guarantor immediately after the expiry of the guarantee.

Guarantee no./ref. no.:

______________________________

As guarantor:

______________________________

(signature)