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Section A – PRELIMINARIES

Section A10 – Project Particulars

A10/110 The Works
The contract is for emergency cover, general maintenance, repair and small building works to existing Fingal County Council housing stock (3,583 units approx.) and other council facilities, in the North and East of the county. See Map no. 26-003-T-1001.

A10/120 The Employer
Fingal County Council, Fingal County Hall,
Main Street, Swords, Co. Dublin.
Telephone: +353-1-8905000.

A10/130 Project Supervisor Construction Stage
Fingal County Council intends to appoint the successful tenderer as Project Supervisor Construction Stage (PSCS) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations 2013. The contractor shall include for complying with Safety, Health and Welfare at Work Acts and Regulations current at the date of tender.

Contractor shall be appointed by the client under a collateral agreement to the main contract as Project Supervisor for the Construction Stage in respect of the project pursuant to the Safety, Health and Welfare at Work (Construction) Regulations 2013. The contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to Regulations 6 and 7 of the regulations.

The contractor shall include for procuring that the insurance cover required to be obtained and maintained by the contractor pursuant to Clause 21 of the main shall provide indemnity in respect of any claim for bodily injury or property damage which the contractor may incur by reason of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project.

A copy of the pre-qualification questionnaire issued by agreement between the R.I.A.I., A.C.E.I, I.E.I. and the C.I.F is included with the tender documentation. Section 1 has been completed by Fingal County Council. Sections 2 and 3 should be completed and returned with the Tender.

A copy of the form of Appointment of Project Supervisor for Construction Stage issued by agreement between R.I.A.I., S.C.S., A.C.E.I., I.E.I. and the C.I.F is included with the tender documentation. The successful contractor will be required to complete this agreement.

A10/140 Person Empowered by the Contract to Act on Behalf of the Employer
Fionnuala May B.Arch; MRIAI, County Architect,
Architects Department, Fingal County Council, Fingal County Hall,
Main Street, Swords,Co. Dublin.
Telephone: +353-1-8905000.

A10/150 Project Supervisor Design Process
Fingal County Council, Fingal County Hall,
Main Street, Swords, Co. Dublin.
Telephone: +353-1-8905000.

A10/200 Consultants

a) Architect:
   Architects Department, Fingal County Council, Fingal County Hall,
   Main Street, Swords, Co. Dublin.
   Telephone: +353-1-8905000.

Section A – PRELIMINARIES

b) Quantity Surveyor:
Quantity Surveying Section, Architects Department, Fingal County Council, Fingal County Hall, Main Street, Swords, Co. Dublin.
Telephone: +353-1-8905000.

Section A11 – Tender and Contract Documents

A11/110 Tender Documents
The tender documents are:

1. General
Minor Building Works - Residential - Public Service Bodies – sRFT

2. Volume A
a) Drawings - As per Drawing Schedule
b) General Housing Specification:
- Section A – Preliminaries
- Section B – Appendices
- Sections C to X – Materials and Workmanship

c) Sealing Fireplace Specification
d) External Windows and Doors Specification
e) Specification for Electrical Installs in new & existing buildings (Specification for Electrical 2025)
f) Specification for Installation of Gas Central Heating Systems in New/Existing Dwellings 2025
g) Specification for Installation of Oil-Fired Central Heating Systems
h) Specification for Installation of Air to Water Heat Pump Central Heating Systems in New/Existing Dwellings 2025
i) Procedure for Flushing of Heating Systems

3. Volume B
Form of Tender and Schedule

4. Volume C
Pricing Document

5. Volume D
PW-CF11 Conditions of Contract
PW-CF11 Model Form for Appointment of PSCS
PW-CF11 Model Form for Task Order
PW-CF11 Rates of Pay and Conditions of Employment Cert
PW-CF11 Standard Agreement
C1 - PRE-QUAL QUEST PSCS

Safety and Health Documentation
a) Form SHW D1 - Preliminary Safety and Health Plan.
b) Design and the Principles of Prevention.
c) Form SHW G1 - Appointment of Project Supervisor for Construction Stage. (for Information)
d) Confirmation by Contractor of Validity of Safety Statement.

A11/120 Contract Documents
The contract documents are:

Volume A
Works Requirements (as above)

Section A – PRELIMINARIES

Volume B
Form of Tender & Schedule

Volume C
Pricing Document

sRFT Letter of Intent (issued by email through Supplygov.ie)

Volume D
Tender Acceptance
PW-CF11 Conditions of Contract
PW-CF11 Model Form for Appointment of PSCS
PW-CF11 Model Form for Task Order
PW-CF11 Rates of Pay and Conditions of Employment Cert
PW-CF11 Standard Agreement

A11/125 Freedom of Information
The Freedom of Information Act 1997 (FOI Act) came into operation for Local Authorities including Fingal County Council on 21st October 1998. If any Contractor considers any of the information supplied by them is commercially sensitive or confidential in nature this should be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material will in response to FOI requests be examined in the light of exemptions provided for in the FOI Act.

A11/160 Preliminary Safety and Health Information
Information for insertion in the Safety and Health Plan is included in these preliminaries in section A34. It refers to information given elsewhere in the preliminaries, specification and drawings. See also A11/110 above.

A11/180 Other Documents
None

Section A12 – The Site/ Existing Buildings

A12/110 The Site
F.C.C. housing stock in North and East Fingal (3,583 units approximately) and other Council facilities

A12/140 Existing Mains and Services
The Contractor to confirm the location of existing mains and services, where appropriate with relevant statutory and utility providers, before commencing the works. Also see Clause A34/510.

The Contractor should also arrange for and agree with all relevant utility providers, and the relevant Council contractors and agents, the disconnection/ relocation/ reconnection of their supplies during the works.

Note: location of services for individual services may not be known.

A12/160 Soil and Ground Water
Nil

A12/170 Site Investigation
Nil

A12/180 Safety and Health File

Section A – PRELIMINARIES

Where available the Safety and Health Files for certain sites may be seen by appointment, during normal office hours at: Architects Dept., Fingal County Council, Fingal County Hall, Main Street, Swords, Co. Dublin. Telephone: +353-1-8905000.

A12/200 Access to Site
The Contractor must address the following issues:-

- Minimization of the use of the Contractors vehicles to the sites.
- Access for construction traffic and deliveries to the site shall take cognisance of existing pedestrian and vehicular traffic.
- All approach roads (including any temporary access roads) and adjoining footpaths to the site must be kept clear at all times of all dirt or debris accruing from vehicles coming to or returning from the site or originating in any other way from the site.
- Maintenance and making good of damage if any to roads, footpaths, services etc. caused by or attributable in any way to the delivery or removal of plant, materials or the like to the site or as a result of the execution of the works.
- Safety of residents.

Note: The provision of safe access to and egress from sites is the sole responsibility of Contractor.

The Guidance for the Control and Management of Traffic at Roadworks - July 2007, published by the Department of the Environment, Heritage & Local Government, shall be observed at all times.

The Contractor shall provide during the whole time of the progress of the works for efficient watching during the ingress and egress of all vehicles, whether in his ownership or otherwise through the access gates or entrance road to the site, and for efficient warning of the movement of such vehicles to members of the public on the public highway and of persons within the site, as necessary.

The Contractor shall provide and maintain any necessary temporary roads, footways, hard standings, sleeper tracks, and ramps during the execution of the works.

Any temporary footways shall be provided with adequate route markers. Clear away all temporary works on completion and make good any damage.

The Contractor shall ensure that vehicles and plant connected to the works do not obstruct access to adjoining properties.

A12/210 Parking
Parking for the Contractor's and employees' vehicles must not obstruct entrances to sites and dwellings or otherwise cause hazard or nuisance.

A12/220 Use of the Site
Do not use the sites for any purpose other than carrying out the Works.

- **Working Area:**
  The Contractor's working area to be confined within the site boundary unless previous written agreement has been given by the Architect.

- **Working Hours:**
  Work shall only be carried out during normal working hours unless previously agreed.
  Normal working hours are defined as:
  08.00 – 18.00 Monday to Friday
  09.00 – 13.00 on Saturdays.
  No work shall be carried out on Public or Bank Holidays.

Section A – PRELIMINARIES

- **Waste:**
  There shall be no overnight storage of waste. Waste skips shall be removed at the end of each working day. See also Clause A34/430.

A12/230 Surrounding Land and Building Uses
Predominately Local Authority or private housing. The Contractor to familiarise himself with any other use in the individual locations and if necessary report to PSDP and apparent hazard arising.

A12/240 Safety and Health Hazards
The nature and condition of each dwelling cannot be fully and certainly ascertained before it is opened up. However the Contractor should note:

- Existing occupied houses, with associated traffic and access hazards.
- Item 4.4 of the 'Design and Principles of Prevention'.
- The site is currently serviced by mains gas.
- Existing underground drains and sewers.
- Existing underground water mains.
- Existing underground ducted services (electricity and telephone).
- Existing over ground and underground services (electricity and telephone).
- The presence of asbestos within some of the materials/finishes of the existing dwelling (refer to Refurbishment & Demolition Asbestos Survey).

The accuracy and sufficiency of this information is not guaranteed by the Employer, Architect or Project Supervisor (Design). Ascertain if any additional information is required to ensure the safety of all persons and the Works.

Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

A12/250 Site Visit
Before tendering the Contractor tendering will be deemed to have visited the sites and ascertained for himself their nature, access thereto, extent of the work likely to be carried out, the conditions and restrictions under which it is to be executed, levels of the ground, facilities for delivery and storage of materials, plant, etc., and to have generally obtained his own information in all matters and incidentals which could in any way affect the execution of the Works or influence his tender.

Arrangements for visits can be made by contacting: ***: Housing Dept, Fingal County Council at +353-1-8905588*** during normal office hours.

<u>Section A13 – Description of the Work</u>

A13/110 Preparatory Work by Others
None anticipated

A13/120 The Works
The work consists of emergency cover, general maintenance, repair and small building works to existing Fingal County Council housing stock and other Council facilities in North and East Fingal (2,917 units approximately), refer to area maps.
The works include:

- General repairs and maintenance to the building fabric.
- General plumbing repairs and maintenance (in some instances heating systems may be included).
- Repairs to fireplaces and flues.
- Repairs to, and on occasion, replacement of joinery (i.e. windows and doors including glazing).
- Repair replacement of kitchen units.

Section A – PRELIMINARIES

- Repairs and maintenance to underground drainage (private drains only).
- Repairs and maintenance to external works such as paths, fences and boundary walls.
- Painting and decorating.
- Repairs to finishes (i.e. walls, floors and ceilings).
- Minor demolitions (i.e. sheds, outhouses, boundary walls, etc).
- Some landscaping works such as cutting back of shrubbery, clearance of household items and maintenance of landscaped areas.

A13/130 Work by others Concurrent with Contract
None

A13/140 Completion Work by Others
None

Section A20 – Public Works Term Maintenance and Refurbishment Works Contract

The Contract

The contract will be PW-CF11 Term Maintenance & Refurbishment Works Contract, v1.7 25/11/2025

Requirement

Allow for the obligations, liabilities and services described therein against the following headings:

Conditions

1. Conditions
2. The Contract
3. Duration of Term
4. Task Orders
5. Completing Tasks
6. Quotation for Tasks
7. Payment
8. Site Operations and Works
9. Contractor's Personnel
10. Pay and condition of employment for workers
11. Loss and damage
12. Insurances
13. Property
14. Ethics in Public Office
15. Law and disputes
16. Contractor's risk of loss and damage to the Works and Employer's existing facility

The Schedule

The completed Schedule of the Contract is set out in and attached to the Form of Tender.

Execution

The contract will be executed under seal.

Section A – PRELIMINARIES

Section A30 – Tendering /Subletting /Supply

MAIN CONTRACT TENDERING

A30/110 Scope
These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

A30/145 Tendering Procedure
In accordance with Multi-Party Framework Agreement for Minor Building Works Residential – Public Service Bodies.

A30/160 Exclusions
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

A30/170 Acceptance of Tender
- The Employer and Employer's representatives offer no guarantee that any tender will be recommended for acceptance or be accepted, and will not be responsible for any cost incurred in the preparation of any tender.
- Acceptance:
  Conditional on evidence that parent company guarantees, performance bonds, collateral warranties, tax clearance certificate, insurances, and adherence to Employment Regulations can be provided. Also evidence of competence to act as PSCS and to construct the works in accordance with the contract documents and in compliance with the Building Regulations must be provided.

A30/190 Period of Validity
After submission or lodgment, keep tender open for consideration (unless previously withdrawn) for not less than six months.

PRICING /SUBMISSION OF DOCUMENTS

A30/220 Pricing of Preliminaries
If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items. Otherwise, the cost of Preliminaries will be spread pro-rata over the contract period.

A30/250 Priced Documents
- Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
- Measurements: Where not stated, ascertain from the drawings.
- Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
- Submit 'Tender Summary' with tender; and detailed make-up of tender within one week of request.

A30/310 Tender
Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

Tenderers are deemed to have made a thorough examination the tender drawings and documents, the site and all features thereof and generally obtained their own information in all matters and incidentals which could in any way influence his tender

Section A – PRELIMINARIES

The lowest or any tender will not necessarily be accepted.

Fingal County Council reserves the right to open all Tender Summaries.

A30/435 Bill of Quantities
Nil

A30/440 Pricing Document
Pricing document: Volume C, Notional Pricing Document for notional detailed schedule of works provided to Tenderers.

A30/480 Programme
The work to be programmed to comply with the Contract period of 92 calendar days.

A30/500 Tender Stage Method Statements

- Method statements: Prepare, describing how and when the procedures required under Safety and Health legislation are to be carried out.
- Statements: Submit at least one week in advance of the commencement of the specific works sequence.

A30/510 Alternative Method Tenders
None acceptable.

A30/515 Alternative Time Tenders
None acceptable.

A30/530 Substitute Products
No substitutions allowed at Tender stage.

A30/540 Quality Control Resources
The Contractor shall provide full and adequate supervision and site administration during the progress of the works and shall keep a competent and authorised Agent or General Foreman, approved by the Architect (which approval may be withdrawn at any time) constantly on the works. Such authorised Agent or General Foreman shall give his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Architect.

At time of tendering the Contractor shall describe the organisation and resources to control the quality of the Works, including the work of subcontractors. He shall also identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.

A30/570 Safety and Health Information
The Contractor shall provide a description of the organisation and resources to safeguard the safety and health of operatives, including those of subcontractors, and of any person whom the works may affect.
He shall include:

- A copy of the contractor's safety and health policy document, including risk assessment procedures.
- Method statements on how risks from hazards identified in the preliminary safety and health plan will be addressed.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Accident, sickness and enforcement action records for the past five years.
- Relevant construction knowledge and experience of managing, co-ordinating and monitoring others.
- Experience in preparing and monitoring compliance with safety plans/ files.
- The number and type of staff available for this project with details of their training, skills, experience and duties.

Section A – PRELIMINARIES

- Proposed site organization including emergency procedures, fire prevention and escape and arrangements for welfare facilities.
- Review procedures to obtain feedback.

A30/590 Waste Management
The Contractor shall prepare a waste management plan in accordance with "Best Practice Guidelines on the Preparation of Waste Management Plans for Construction and Demolition Projects – July 2006", published by the Department of the Environment, Heritage and Local Government. Construction waste to be minimised by separation of hazardous and recyclable materials such as packaging, timber, metal, concrete etc.

Submit: Two Weeks Prior to Commencement.

Section A – PRELIMINARIES

A30/670 Specialists
Electrical Work – The Contractor to submit with his tender the name of his Electrical Sub-Contractor.

Section A31 – Provision, Content and Use of Documents

DEFINITIONS AND INTERPRETATIONS

A31/110 Definitions
Meaning the terms, derived terms and synonyms used in the preliminaries /general conditions and specification is as defined below or in the appropriate referenced document.

A31/120 Communications
- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek orobtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

A31/130 Products
- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

A31/135 Site Equipment
- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

A31/160 Terms Used in Specification
- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials.
  Dispose of unwanted materials. Excludes taking out, and disposing of, associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the
  Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat.
  Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- Approved, Directed and Selected in the specification shall mean approved, directed and selected in writing by the Architect.

Section A – PRELIMINARIES

- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

A31/170 Manufacturer and Product Reference

- Definition: When used in this combination:
  - Manufacturer: The firm under whose name the particular product is marketed.
  - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

Substitution of Products

A31/200 Products

If an alternative product to that specified is proposed, obtain approval before ordering the product.

- Reasons: Submit reasons for the proposed substitution.
- Documentation: Submit relevant information, including:
  - manufacturer and product reference;
  - cost;
  - availability;
  - relevant standards;
  - performance;
  - function;
  - compatibility of accessories;
  - proposed revisions to drawings and specification;
  - compatibility with adjacent work;
  - appearance;
  - copy of warranty/ guarantee.
- Alterations to adjacent work: If needed, advise scope, nature and cost.
- Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

A31/210 Cross References

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

A31/220 Referenced Documents

Conflicts: Refer to the Architect.

A31/240 Substitution of Standards

- Specification to Irish, British or European Standard: Products complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in Ireland can be substituted.
- Before ordering: Submit notification of all such substitutions.
- When requested: Submit for verification documentary evidence as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.

A31/250 Currency of Documents

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

Section A – PRELIMINARIES

A31/260 Sizes

- General dimensions: Products are specified by their coordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in IS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood and hardwood sawn and further processed sections.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

A31/410 Additional Copies of Drawings Documents

- Copies: Two of each contract drawing and contract document will be issued free of charge.
- Additional copies: Issued on request and charged to the Contractor.

A31/440 Dimensions

Do not rely on Scaled dimensions.

A31/450 Measured Quantities

- Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.
- Precedence: The specification and drawings shall override the measured quantities.

A31/460 The Specification

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.
- All building works and materials used shall comply with Fingal Co. Co. General Housing Specification and be carried out to the satisfaction of Fingal Co. Co. Architects Department.

A31/470 Divergence from the Statutory Requirements

Where there is divergence between the drawings or specification and the requirements of the Building Regulations, EPA Guidelines, other Statutes, statutory undertakers requirements and other regulatory authorities inform the Architect immediately.

DOCUMENTS PROVIDED BY CONTRACTOR /SUB-COTRACTORS /SUPPLIERS

A31/555 Submission of Information

- General: Provide the detailed design and/ or complete the design of products and executions in accordance with the specification.
- Provide:
  - Works proposals based on the drawings, specification and other tendering information.
  - Liaison to ensure coordination of the work with related building elements and services.
- Design/ production information: Submit two copies, one could be returned with comments. If amendments are necessary ensure that these are done without delay and resubmit unless it is confirmed that it is not required.
- Changes to Works Requirements: Submit, supported by all relevant information, if proposals differ from the Works requirements or require changes at the interface with adjacent work.
- Information from Subcontractors/ Suppliers:
  - Obtain in time to meet the programme.
  - Check dimensions are correct, account is taken of all related work, and construction is practicable.
  - Note any comments on one copy of the design/ production information, and then submit with the required number of additional unmarked copies. Such checking will not relieve the specialist or the subcontractors/ Suppliers of their respective responsibilities for design, co-ordination and documentation.

Section A – PRELIMINARIES

- Submit: Two copies of final version of proposals. Distribute copies to all affected parties and keep one copy on site.

A31/610 Production Information
- Contractor/ Domestic subcontractor provide: Product information and/or drawings.
- Submit:
  - For comment and make any necessary amendments.
  - Sufficient copies of final version for distribution to all affected parties.

A31/620 As Built Drawings Information
- Description of work: Amendments to existing systems.
- Provide: Drawings/ information: - drawings and technical information,.
- Submit: Two weeks after request

A31/630 Technical Literature
- Keep for reference by all supervisory personnel:
  - Manufacturers' current literature relating to all products to be used in the Works.
  - Relevant IS or other National Standards and Codes of Practice.
  - Current Building Regulations

A31/640 Maintenance Instructions and Guarantees
- Components and equipment: Obtain and/or retain copies, register with manufacturer and hand over on or before installation.
- Emergency call out services: Provide subcontractors' telephone numbers for use after completion.

DOCUMENT /DATA INTERCHANGE

A31/850 Electronic Data Interchange
- Data: Types and classes of communication: Fax and e-mail.
- Parties: Between Contractor and Design Team (Architect, Engineer, Quantity Surveyor).
- Requirements:
  - Ability to transmit, receive and read: Word, Excel and PDF documents and JPEG files.

A32/110 Supervision
- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority, utility company or other public authority.
- Obtain and supply information as necessary for coordination of the work.

A32/130 Insurance Claims
- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person administering the contract on behalf of the Employer, Project Supervisor Design stage and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.
- Health and Safety: Advise the HSA of any notifiable occurrence.

A32/140 Climatic Conditions
- Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures (including overnight).
  - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

Section A – PRELIMINARIES

A32/150 Ownership

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

PROGRAMME /PROGRESS

A32/240 Commencement of Work

- Notice: Before the proposed date for commencement of work on site give minimum notice of 14 calendar days.

A32/250 Monitoring

- Progress: Keep progress reports, see Clause A32/265.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

A32/260 Progress Meetings

- General: Progress meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: Every two weeks, unless otherwise agreed
- Location: On site.
- Chairperson (who will also take and distribute minutes): Architect.

A32/265 Contractor's Progress Report

- General: Submit a progress report at least 2 calendar days before the progress meeting.
- Content: Notwithstanding the Contractor's obligations under the Contract the report must include where appropriate:
  - A progress statement by reference to the Contractors programme for the Works.
  - Details of any matters materially affecting the regular progress of the Works.
  - Subcontractors' and suppliers' progress reports.
  - Any requirements for further drawings or details or instructions.
  - Labour and equipment returns as Clause A32/480.
  - Health and Safety Report.
  - Health and Safety File – progress on compilation.
  - Building Regulation compliance documents and inspection reports.

A32/270 Contractor's Site Meetings

- General: Hold meetings whenever appropriate with subcontractors and suppliers shortly before the progress meetings to facilitate accurate reporting of progress.

A32/280 Photographs

- When Required: Record significant works prior to and on completion or as otherwise agreed with the Architect
- Image format: JPEG.
- Number of images from each location: one minimum.
- Other requirements: Additional photographs of other locations to be included in any report concerning any incident reported to HAS or Garda.

A32/285 Partial /Phased Possession by Employer

Handovers:

· Individual dwellings will be accepted for handover on their completion prior to the contract completion date.

· Where a house is not immediately occupied, on handover, the Contractor shall provide attendance in accordance with Clause B1.03.

Section A – PRELIMINARIES

A32/290 Notice of Completion

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.
- Period of notice (minimum): two weeks.
- See also Section B, Appendix A

A32/310 Extensions of Time

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

CONTROL OF COST

A32/420 Removal /Replacement of Existing Work

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

A32/440 Measurement

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

A32/450 Verification Certificates

- Use: To verify work that is costed on a day by day basis (dayworks).
- Before commencing work: Give reasonable notice to person countersigning verification certificates.
- Content: Before delivery each certificate must be:
  - Referenced to the instruction under which the work is authorized.
  - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
- Submit: By the end of the week in which the work has been executed.

A32/460 Interim Valuations

- Applications: Include details of amounts due under the Contract together with all necessary supporting information.
- Submission: At least seven days before established dates.

A32/470 Products Not Incorporated in the Works

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

A32/475 Products Stored off Site

- Evidence of title: Submit five working days prior to the period of interim certificates stated within the appendix to the contract.
- Include for products purchased from a supplier:
  - A copy of the contract of sale and a written statement from the supplier that any conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to any encumbrance or charge.

Section A – PRELIMINARIES

- Include for products purchased from a supplier by a subcontractor or manufactured or assembled by any subcontractor:
  - Copies of the subcontract with the subcontractor and a written statement from the subcontractor that any conditions relating to the passing of property have been fulfilled.

A32/480 Labour and Equipment Returns

- Daily records: Include in monthly Progress Report for verification.
- Records must show:
  - The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
  - The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works.

No work will be allowed to be charged for as daywork unless as ordered in writing by the Architect. If daywork is authorised, the Architect's representative (Clerk of Works) is to be notified of its commencement and completion, and the men employed thereon are not to be employed on other work during its progress without notification to the Clerk of Works. When the work is charged as daywork, day sheets, signed by the Foreman and Clerk of Works are to be forwarded weekly to the Architect by not later than Thursday morning following the week in which the work was executed. In the event of any breach of these requirements, the Architect's estimate of the time required for such day work will form the basis of payment.

Section A33 – Quality Standards /Control

STANDARDS PRODUCTS AND EXECUTION

A33/110 Incomplete Documentation

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.
- Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
- Should the Contractor find any discrepancies between the contract documents, he shall immediately notify the Architect, whose decision in writing in respect thereof shall be final.

A33/120 Workmanship Skills

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With FAS Construction Skills Certification Scheme or equivalent programme recognised by FAS.
- Evidence: When requested, operatives must produce a card containing the following details:
  - Name of the registering body.
  - Registration number.
  - Expiry date.
  - Contact details of issuing body.
  - Holder's name and photograph.
- Persons engaged upon the works should insofar as is practicable, and without affecting the efficiency of the work, be recruited from the local FAS offices to the extent that the total labour requirement exceeds he Contractor’s core workforce

A33/130 Quality of Products

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.

Section A – PRELIMINARIES

- Whole quantity of each product required to complete the Works: Consistent in kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

A33/135 Quality of Execution

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- Dimensions: Check on-site dimensions.
- Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- Location and fixing of products: Adjust joints open to view so they are even and regular.

A33/140 Compliance

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.

A33/150 Inspections

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.

A33/160 Related Work

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

A33/170 Manufacturer's Recommendations /Instructions

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

A33/180 Water for the Works

- Mains supply: Clean and uncontaminated.
- Other: If proposed, provide evidence of suitability.

Section A – PRELIMINARIES

SAMPLES /APPROVALS

A33/210 Samples

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.
- Submit sample for approval in good time to allow for inspection and testing, if required.

A33/220 Approval of products

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

A33/230 Approval of Execution

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

ACCURACY /SETTING OUT

A33/310 Accuracy of Instruments

- Accuracy in measurement: Instruments shall be set up and calibrated in accordance with manufacturers' recommendations

A33/320 Setting Out

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

A33/330 Appearance and Fit

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.

A33/340 Critical Dimensions

- Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated.
- Location: Detailed on drawings:

A33/350 Levels of Structural Floor

- Maximum tolerances for designed levels to be +/- 3 mm.

A33/360 Record Drawings

- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

Section A – PRELIMINARIES

SERVICES GENERALLY

A33/410 Services Regulations

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

A33/420 Water Regulations

- Requirements: All installations shall comply with the requirements of Water services Department and Mechanical Services Section of Fingal Co. Co. All negotiations and charges will be the responsibility of the Contractor except for connection charges which on receipt of details from Contractor will be paid for by Fingal County Council.
- Consent: Allow adequate time to receive all necessary consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.
- See also Section B, Appendix C

A33/440 Gas Installation Certificate

Nil

A33/445 Service Runs

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

A33/450 Mechanical and Electrical Services

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works to the satisfaction of Fingal County Council Mechanical and Electrical Inspectors.
- Records: Copies to be lodged in the Building Manual and Health & Safety file.

SUPERVISION /INSPECTION /DEFECTIVE WORK

A33/510 Supervision

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

A33/520 Co-ordination of Engineering Services

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

A33/530 Overtime Working

- Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.
  - Minimum period of notice: seven calendar days.
  Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

Section A – PRELIMINARIES

A33/540 Defects in Existing Work

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

A33/550 Access for Inspection

- Removal: Before removing facilities for access, give notice of not less than seven calendar days.

A33/560 Tests and Inspections

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented. Arrangements shall be made with Fingal County Council for regular inspection of the works; no work shall be covered-up prior to inspection by Fingal Co. Co.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- Records: Submit a copy of test certificates and retain copies on site.
- Tests:
  The Contractor will nominate an independent testing authority to test stone, concrete and concrete products in accordance with the specification and arrange for such testing.
  The contractor should allow for the cost of such testing in his tender. The contractor shall instruct the testing laboratory to issue copies of the test results directly to the Architect and Structural Engineer, or other member of the design team as the Architect may direct.

A33/610 Proposals for Rectification of Defective Products /Executions

- Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

A33/620 Measures to Establish Acceptability

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

A33/630 Quality Control

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

WORK AT OR AFTER COMPLETION

A33/710 Work Before Completion

- General: Make good all damage consequent upon the work.
- Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.

Section A – PRELIMINARIES

- Cleaning: Clean the works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

A33/720 Security at Completion
- General: Leave the Works secure with, where appropriate, all accesses closed and locked.
- Keys: Keep secure all employers keys. Account for return to the employer at completion of the contract.

A33/730 Making Good Defects
- Remedial work: When defect reported, arrange with the Architect.
- Rectification: Give reasonable notice for access to the various parts of the Works.
- Completion: Notify when remedial works have been completed.
- See also Section B, Appendix B

A33/740 Highway /Sewer Adoption
Nil

Section A34 – Security /Safety /Protection

SECURITY, HEALTH AND SAFETY

A34/120 Execution Hazards
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: As noted in the Preliminary Safety and Health Plan.

A34/130 Product Hazards
- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in Code of Practice for the Safety, Health and Welfare at Work (Chemical Agents) Regulations 2001.
- Common hazards: Not listed, controlled by good management and site practice.
- Significant hazards As noted in the Preliminary Safety and Health Plan.

A34/140 Site Specific Safety and Health Plan (Construction Stage)
- Submission: Present to the Employer/ Client no later than 14 calendar days before commencement of work on site.
- Confirmation: Do not start construction work until the Employer has confirmed in writing that the Safety and Health Plan for the construction stage includes the procedures and arrangements required by the Safety, Health and Welfare at Work (Construction) Regulations, and the Safety, Health and Welfare at Work (Work at Height), and Noise Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Safety and Health Plan, clause A30/570, and the information communicated by the Project Supervisor Design Process.

A34/150 Security
- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the works and adjoining property.

Section A – PRELIMINARIES

- Special requirements: All Contractor's staff and sub-contractors to carry photographic ID at all times as Item 1.10.2 of the Preliminary Safety and Health Plan.

The Contractors attention is also drawn to item 4.4 of the Principles of Prevention document.

A34/160 Stability
- Responsibility: Maintain the stability and structural integrity of the Works during the Contract.
- Design loads: Obtain details, support as necessary and prevent overloading.

A34/170 Occupied Premises
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users the site and adjoining premises.
- Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

A34/180 Passes
- Photo ID to be carried at all times.
- Copies of Safepass cards to be available for inspection at all times.

A34/190 Occupier's Rules and Regulations
See Item 5.0 of the Preliminary Safety and Health Plan and Item 4.4 of the Principles of Prevention document.

A34/200 Mobile Telephones
Not applicable.

A34/210 Employers Representative Site Visits
- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

A34/220 Working Precautions /Restrictions
- Hazardous areas: Operatives must take precautions as follows:
  - Work area: Proximity to electricity mains
  - Precautions: Liaise with ESB and follow their guidelines.
  - Work area: Proximity to gas mains.
  - Precautions: Liaise with Bord Gais and follow their guidelines.

PROTECT AGAINST THE FOLLOWING

A34/310 Explosives
Use: Not permitted

A34/330 Noise Control
- Standard: Comply with the provisions of the European Communities (Protection of Workers) (Exposure to Noise) Regulations – SI 157 during the execution of the Works.
- Pneumatic drills and other noisy appliances: Do not use without consent of the Architect outside permitted working hours.
- Radios or other audio equipment: Do not use or permit employees to use in ways or at times that may cause nuisance.

Section A – PRELIMINARIES

A34/340 Pollution

- Prevention: Protect the site, the Works and the general environment, including roads, drains, streams and waterways against discharges, or other pollution.
- Contamination: If pollution occurs inform immediately, including the Architect and appropriate Authorities and provide relevant information.

Section A – PRELIMINARIES

A34/350 Pesticides

- Suitability: Use only where specified or approved, and then only products regulated by the Pesticides Control Service of the Department of Agriculture and Food.
- Use: In accordance with manufacturer's instructions and materials data sheets.
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or are no longer required.

A34/370 Asbestos Containing Material

- Duty: Report immediately any suspected materials discovered during execution of the works.
  - Do not disturb.
  - Confirm presence of asbestos and agree methods for safe removal or encapsulation.
- Notification: To the HSA 28 days before any asbestos is removed.

A34/380 Fire Prevention

- Duty: Prevent personal injury, death, and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The "Joint Fire Code").

A34/390 Smoking on Site

Smoking on site: Not permitted.

A34/400 Burning on Site

Burning on site: Not permitted

A34/410 Moisture

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

A34/420 Infected Timber

- Removal: Where instructed to remove timber affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.

A34/430 Waste

- Includes: Rubbish, debris, spoil, containers and surplus material, sludge and contaminated soil
- Minimize: Keep the site and Works clean and tidy. The Contractor should note that leaving rubbish skips on site is not advised and **not permitted** overnight.
- Remove: Frequently and dispose off site in a safe and competent manner:
  - Disposal of all waste to be carried out by registered waste disposal contractor only.
  - Non-hazardous material: In a manner approved by the Local Authority.
  - Hazardous material: In accordance with relevant regulations and approved by Local Authority.
  - Documentation: Retain on site.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site. Construction waste: A waste management plan to be prepared in accordance with 'Best Practice Guidelines on the Preparation of Waste Management Plans for Construction and Demolition Projects' (DOELGH) and Fingal County Council requirements. Construction waste to be minimised by separation of hazardous and recyclable materials such as packaging, timber, metal, concrete etc.
- Submit: Two Weeks Prior to Commencement.

A34/440 Electromagnetic Interference

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

Section A – PRELIMINARIES

A34/450 Laser Equipment

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

PROTECT THE FOLLOWING

A34/510 Existing Services

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

A34/520 Roads and Footpaths

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

A34/530 Existing Topsoil /Subsoil

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- Protection: Before starting work submit proposals for protective measures.

A34/540 Retained trees /Shrubs /Grassed Areas

- Protection: Preserve and prevent damage, as Clause D11, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense. In the event of such a tree not being available, the contractor shall be liable for a payment of liquidated damages to the value of €1,200 per tree.

Section A – PRELIMINARIES

A34/550 Retained Trees

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice. Change level of ground within an area 3 m beyond branch spread.

A34/560 Existing Features

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
- Special requirements: None.

A34/570 Existing Work

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

A34/580 Building Interiors

Protection: Prevent exposure to weather during course of alteration work.

A34/600 Existing Furniture, Fittings and Equipment

- Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

A34/610 Especially Valuable /Vulnerable Items

- During excavation and site clearing, the foreman and workmen shall watch out for objects that may be of archaeological or historical interest. All such articles whether coins, old pottery, fossils, tools, utensils or weapons, bones, urns, or vases, stone lined graves, or the like are to be considered the property of the Council. The position of any such objects in the strata should be especially noted on discovery and marked on the layout or site plan. On any such find being made, a telephone message is to be sent to the County Manager's Office, Fingal County Hall, Main Street Swords, Fingal, Co. Dubllin - (Telephone No. 01 8905000) and the find is not to be disturbed until his written instructions are given as to the disposal of such articles.

A34/620 Adjoining Property

- Permission: Obtain as necessary from other owners if requiring to erect scaffolding on, or otherwise use adjoining property.

  The Contractor shall give the Architect seven clear days notice in writing before executing any work to or affecting adjoining properties. Entry onto adjoining properties and commencement of such works shall only be undertaken after receipt of confirmation of agreement from adjoining owner.

  Provide everything that may be necessary for the protection and safety of adjoining property while carrying out the works. The Contractor shall alter, adapt and maintain as necessary any temporary works required in this connection and finally clear away and make good.

A34/630 Existing Structures

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:

Section A – PRELIMINARIES

- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining property, that may be endangered or affected by the Works.
- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.

- Adjacent structures: Monitor and immediately report excessive movement.

A34/640 Materials For Recycling/ Reuse

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

Section A35 – Specific Limitations on Method /Sequence /Timing

A35/130 Method and Sequence of Work

- Specific Limitations: Include the following in the programme:
  - Maintain 24 Hour access, and services to all existing and adjoining property

The Contractor shall give due and proper notice to the Architect, and await his inspection before executing foundations or any work connected with drainage or otherwise covering up works, or proceeding with works, about which there is any doubt or difficulty.

A35/140 Scaffolding

Standing scaffolding: Make available to subcontractors at all times.

A35/160 Use and Disposal of Materials

- Specific limitations:
  - Topsoil: refer to Clause D9 and unless otherwise directed by the Architect all topsoil and sub-soil from site stripping required for contouring and landscaping the site shall be retained within the site boundaries.

A35/170 Working Hours

Specific limitations: as Clause A12/220.

A35/180 Completion of Sections or Parts

- General: Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its completion, depends for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- Remainder of the Works: Ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.
- See also Clause A32/290 and Section B, Clause B1.03 and Appendix 'A'.

Section A36 – Facilities /Temporary Work /Services

GENERALLY

A36/110 Spoil Heaps, Temporary Works and Services

- Location: Give notice of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

Section A – PRELIMINARIES

ACCOMMODATION

A36/230 Temporary Accommodation
- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to the Commencement Date.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

A36/260 Sanitary Accommodation
- Facilities: Provide and maintain temporary sanitary accommodation for the use of persons employed upon the site. Provide and maintain in a clean condition, sanitary accommodation for the Employer's representatives, separate from the Contractor's supervisory staff. Remove and make good at completion.

A36/280 Existing Accommodation
- Restrictions on use:
  - Use of existing buildings for storage or welfare facilities is prohibited without signed consent of Fingal County Council.

A36/290 Car Parking
See A12/210.

TEMPORARY WORKS

A36/310 Roads
Permanent roads, hard standings and footpaths on the site: The following may be used, subject to clause A34/520.

A36/320 Temporary Works
Employer's Specific Requirements: As may be listed in the 'Schedules of Work' in Section B

A36/330 Temporary Fencing to existing Trees /Vegetation
Nil

A36/340 Name Boards /Advertisments
Nil

SERVICES AND FACILITIES

A36/410 Lighting
Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

A36/420 Lighting and Power
Supply: The Contractor will be responsible for securing a temporary electrical supply. See Clause A36/530.

A36/430 Water
Supply: The Contractor will be responsible for securing a temporary mains water supply. See Clause A36/530.

A36/440 Telephones
Direct communication: As soon as practicable after the Date of Possession provide the Contractor's person in charge with a mobile telephone.

Section A – PRELIMINARIES

A36/450 Employers Site Telephones
Nil

A36/470 E-mail Facility
The Contractor shall ensure as soon as practicable after the Date of Possession he has an email facility on or off site.

Section A – PRELIMINARIES

A36/510 Temperature and Humidity
Levels required by the Employer: Maintain the following minimum temperature:
+18°C internally @ -1°C externally.

A36/520 Use of Permanent Heating Systems
See A36/530 below.

A36/530 Beneficial Use of Installed Systems
- The following permanent systems may be used for the Works subject to a separate written permission of the Architect before commencement of the works:
  - Electrical supply
  - Water supply
  - Heating System

The Contractor will be responsible for any costs arising.

A36/540 Meter Readings
- Charges for service supplies: Where to be apportioned ensure that:
  - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
  - Copies of readings are supplied to interested parties.

A36/550 Thermometers
- General: Provide on-site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

A36/560 Surveying Equipment
Nil

A36/570 Personal Protective Equipment
Nil

<u>Section A37 – Operation /Maintenance of the Finished Works</u>

GENERALLY

A37/105 The Building Manual
- Responsibility: To be produced by the Contractor.
- General: Obtain and provide comprehensive information for owners and users of the completed Works including all buildings and their systems, to enable efficient and safe operation and maintenance.
- Content:
  – Building fabric: Design criteria for contractor designed elements, manufacturer's instructions for cleaning, repair and maintenance of products.
  – Building services: Description and operation of systems, diagrammatic drawings, record drawings, identification of services, product details, equipment settings, maintenance schedules, consumable items, spares and emergency procedures.
  – Documentation: Guarantees, warranties, maintenance agreements, test certificates and reports.
- Specific requirements: TBA
- Format: TBA .
- Number of copies: TBA.
- Delivery to: Architect by handover date.

Section A – PRELIMINARIES

A37/110 Safety File

- Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) is carried out.
- Content: Obtain or prepare the following and submit to the Project Supervisor Design Process:
  - Construction drawings, specification and pricing documents used and produced throughout the construction process for all design work the Contractor is responsible for.
  - Maintenance facilities, procedures and requirements for the structure.
  - The nature, location and markings of utilities and services, including emergency and fire fighting.
  - Manuals and certificates produced by specialist contractors and suppliers which outline operating and maintenance procedures and schedules for products and equipment installed as part of the structure (typically lifts, electrical and mechanical installations, pressure vessels, control and instrumentation systems, window cleaning facilities).
  - Manuals, certificates and instructions for dismantling and removal of products, equipment and systems.
  - Details of hazards associated with products and executions used in the construction.
  - Access requirements/ restrictions.
  - Authorities and statutory undertakers plus copies of consents and approvals.
  - Contractors, subcontractors, suppliers and manufacturers including name and number of individuals to be contacted in case of emergency.
  - The fire safety strategy for the buildings and site: Include drawings showing fire appliance routes, emergency escape routes, fire resisting doors, location of emergency and fire fighting systems, services shut-off valves, switches, etc.
- Submit: Within two weeks of request from Project Supervisor Design Process.

A37/210 Information for Commissioning of Services

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

A37/220 Training

- Objective: Before completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Safety File.
- Operating time: Include a minimum of three days.

A37/230 Spare Parts

- General: Before completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock by the Employer for maintenance of the services installations.
- Content: Include in the priced schedule for:
  - Manufacturers' current prices, including packaging and delivery to site.
  - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - Referencing to the plant and equipment list in Part 3 of the Safety File.
  - Painting, greasing, etc. and packing to prevent deterioration during storage.
- Latest date for submission: prior to practical completion.

A37/250 Tools

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.
- Time of submission: At completion.

Section A – PRELIMINARIES

Section A50 – Work Products By /On Behalf of the Employer

A50/110 Work By /On Behalf of Employer

- Title: Central Heating System
- Description of work: Installation of New gas fired system.
- Carried out by: Contractor
- Attendance: Allow for the following additional to those reasonably required by the conditions of contract: - Contractor to provide for attendance on works and co-ordinate installation or upgrade of heating system.

A50/120 Products provided By /On Behalf of Employer

Nil