Preliminaries Text Version - HP Bundle 2 (LMETB)

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***1. PRELIMINARIES PARTICULARS***
	1 PRELIMINARY PARTICULARS
	This Pricing Document must be completed in full and returned with the tender
	1.1 Project, parties and consultants
	The name, nature and location of the project
	Schools Energy Pathfinder 2025 - Heat Pump Programme - Bundle 2 (LMETB)
	The nature of the Works is the mechanical and electrical (M&E) plantroom upgrade enabling works including all associated builder's works and site works to facilitate heat pump installation.
	The location of the sites are as follows:
	Scoil Na Rithe, Drumree Road, Dunshaughlin, Co. Meath
	Our Lady of Mercy NS, Jim Brunnock Road, Kells, Co. Meath
	Castlejordan Central NS, Castlejordan, Co. Meath
	S N Cul An Mhuilinn, Culmullen, Drumree, Co. Meath
	Ughtyneill NS, Ughtyneill, Moynalty, Co. Meath
	St Oliver Post primary, Oldcastle, Co. Meath
	A general description of the works
	The contract comprises the following works:
	The Works comprise the upgrade of heating plantrooms across 6 No. school sites in County Meath, planned to be undertaken during the summer holiday period while the schools are closed to students. The Works Contractor shall be responsible for the installation of heat pump systems including all associated mechanical and electrical works, all necessary builder's works, and all associated siteworks. Siteworks shall include trenching, underground pipework and ducting connections to external heat pump units, together with the provision of concrete plinths and enclosures. The scope also includes all required modifications to existing structures and services and all works necessary to facilitate the installation, testing, commissioning and operation of the upgraded systems as detailed in Volume A Works Requirements.
	The names and address of the Employer and Consultants together with their respective roles.
	The 'Employer' shall mean
	Louth and Meath Education and Training Board (LMETB), Chapel Street, Dundalk, Co. Louth, A91 C7D8
	Names and addresses of the Consultants
	The term 'Employer's Representative' shall mean
	Semple & McKillop, Monaghan Rd, Drumillard Little, Castleblayney, Co. Monaghan
	The Building Services Engineer is:
	Semple & McKillop, Monaghan Rd, Drumillard Little, Castleblayney, Co. Monaghan
	The Quantity Surveyor is:
	McGahon Surveyors Ltd., Block 1, Quayside Business Park, Mill Street, Dundalk, Co Louth
	1.2 Description of site
	The Works are to be carried out across 6No. separate school sites in County Meath. The boundaries, access arrangements and positions of the Works are indicated on the Site Layout Plans included in the Works Requirements.

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***1. PRELIMINARIES PARTICULARS*** *(Continued)*
	The Contractor shall be deemed to have visited the sites and satisfied themselves as to all site conditions, access constraints and the nature of the existing buildings and surrounding areas.
	The existing boundaries of the site include the following:
	The existing boundaries to each of the school sites shall remain unchanged for the duration of the Works.
	The Contractor shall familiarise themselves with all boundary conditions and interfaces with adjoining properties and shall ensure no interference or damage is caused to same.
	Means of Access
	Access to the Works shall be via the existing entrances to each school site. No alternative access points shall be used without prior approval of the Employer's Representative.
	The Contractor shall provide and maintain safe and secure access to the Works areas at all times and implement appropriate traffic management and signage to minimise disruption to school operations, staff and local traffic.
	The Contractor shall be responsible for maintaining clean and safe access routes and shall make good any damage arising from their operations.
	Restrictions on Access
	The Contractor's working areas shall be limited to the designated Works areas only and shall not impede the operation of the remainder of the school sites.
	While the Works are planned during school holidays, the Contractor shall allow for the potential presence of school staff and others on site and shall ensure appropriate segregation, safety measures and controls are in place at all times.
	Existing emergency access and egress routes shall be maintained throughout the Works.
	Position of the Works
	The position and extent of the Works at each site are as indicated on the Site Layout Plans included in the Works Requirements.
	The Contractor shall set out and coordinate the Works to suit the existing buildings, services and site constraints.
	Existing Buildings and Services
	Existing school buildings and services located within each site as indicated in the Works Requirements.
	The Contractor shall ensure that all existing services remain operational within occupied areas for the duration of the Works and shall coordinate all works accordingly.
	The Contractor shall verify the location of all existing services prior to commencing works and shall be responsible for avoiding damage to same.
	ll necessary liaison with school representatives shall be undertaken to coordinate works, particularly in relation to any service interruptions, which shall be minimised and agreed in advance.
	Adjacent / Abutting Structures
	The Contractor shall allow for working in proximity to existing buildings and adjoining properties and shall take all necessary precautions to prevent damage or disturbance.
	A pre-construction condition survey of existing buildings, hardstandings and adjacent properties shall be carried out and issued to the Employer
	The Contractor shall liaise with adjacent stakeholders as required and shall ensure that disruption arising from the Works is kept to a minimum.
	1.3 Drawings and other documents
	Drawings and other documents used for the preparation of this bill of quantities are:
	^^^Documents contained in Volume A - Works Requirements
	Project Particulars & General Conditions
	^^^Provide for any costs arising from complying with items given in Volume A1 - Project Particulars
	Drawings - Copies

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***1. PRELIMINARIES PARTICULARS*** *(Continued)*
	Copies of the Drawings, additional to those provided for in the Conditions of Contract shall be provided at the Contractor's expense. Keep one copy of all contract drawings on the works for inspection by the Employer's Representative on completion of the works.
	Pricing Documents
	The basis of measurement is the Agreed Rules of Measurement, Issue Four 2010 (ARM4) and ARM 4 Supplement 1, agreed between the Construction Industry Federation and the Society of Chartered Surveyors Ireland.
	Mechanical & Electrical Works measured in accordance with The Agreed Rules of Measurement 4 to Supplement 2
	Tendering Contractors are referred to the General Rules section of ARM 4 Supplement 1 (Issue 1 2010) and the ARM Standing Committee Notice of Amendments to ARM 4, Supplement 2 dated 15th November 2019 used in the production of Volume C Pricing Document.
	Tenders must be priced in accordance with section 5.7 of the Instructions to Tenderers issued with this tender
	Errors in the Pricing Document will be dealt with in accordance with section 8.1 of the Instructions to Tenderers issued with this tender
	Unbalanced Tenders will be dealt with in accordance with section 8.2 of the Instructions to Tenderers issued with this tender
	Abnormally low tenders, abnormally high or low rates or prices will be dealt with in accordance with section 8.3 of the Instructions to Tenderers issued with this tender
	The Contractor shall keep one unpriced copy of the Pricing Document on the Works and the Employer's Representative or his representatives shall at all reasonable times have access to it.
	No alterations or qualifications of any kind may be made by the Tenderer to the text of the Pricing Document. Should any alteration amendment note or addition be made it will be ignored and the text prepared by the Quantity Surveyor shall be adhered to.
	The tendering contractor must comply with the rules set out in the Instructions to Tenderers when completing Volume C - Pricing Document
	Generic Names / Performance Requirements / Proprietary Names
	To avoid long descriptions repetitions, certain descriptions and measured items refer to the specification by use of the words " as described" whether so referred or not, all instructions and information contained in the Specification Clauses will be deemed to have been taken into consideration in pricing the whole of this Pricing Document.
	Wherever a proprietary name is used to specify a material or process it shall be deemed to have the term "or equivalent" appended to it.
	Where a material or process is described by reference to its proprietary name the name is used to indicate the standard of construction, appearance, ease of maintenance and durability acceptable to the Employer's Representative. The Employer's Representative will approve the use of alternatives where such alternatives are shown to equal or surpass the qualities of the product or process specified. Accordingly proprietary names wherever mentioned in the Specification, Pricing Document or on the drawings shall be deemed to mean the provision of the named product or process or an equivalent.
	If the Contractor wishes to propose an "equivalent" product to that specified, they must follow the following procedures:
	^^^a) Proposal to change must be formally requested through the employer's representative (ER) citing the reason why and demonstrating that the "equivalent" is equal to the original specification
	^^^b) The ER is entitled to seek further demonstration that the "equivalent" proposal is equal, and tendering contractors should expect and include for same
	^^^c) The ER's approval of the "equivalent" must be issued in writing prior to the works commencing
	In exceptional cases where it has not been possible to specify a generic element and a specific product has been named, an equivalent product to that specified is acceptable where it meets the technical, functional and aesthetic standards of that specified: the onus is on the contractor to ensure that an equivalent product to that specified meets the standard by means of an agreement cert, insurance backed guarantee or warranty, detailed specifications, fire test certificates where applicable, brochure and other means of proof of compliance. Notwithstanding this, the appropriate foregoing documentation and samples are to be provided to the architect prior to being incorporated into the construction.

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Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT***
	2. CONTRACT
	2.1 Form, type and conditions of contract
	Form, type and conditions of contract
	The Form of Conditions set out in the Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer with a cited revision reference commencing with v2 published on http://constructionprocurement.gov.ie/contracts/ on the date 10 days before the latest date for receipt of Tenders (disregarding any amendements posted on that date).
	Articles of Agreement
	^^^Agreement A2
	Conditions of Contract - clause headings
	^1. THE CONTRACT
	^^^1.1 Definitions
	^^^1.2 Interpretation
	^^^1.3 Inconsistencies
	^^^1.4 Pricing Document and Works Proposals
	^^^1.5 Performance Bond
	^^^1.6 (not used)
	^^^1.7 Joint Ventures
	^^^1.8 Assignment
	^^^1.9 Miscellaneous
	^^^1.10 Background Information
	^2.0 THE LAW
	^^^2.1 Law governing the Contract
	^^^2.2 Compliance with Legal Requirements
	^^^2.3 Consents
	^^^2.4 Project Supervisor
	^^^2.5 Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (Construction) Regulations 2013
	^^^2.6 Ethics in Public Office
	^^^2.7 Data Protection
	^3.0 LOSS, DAMAGE AND INJURY
	^^^3.1 Employer's Risks of Loss and Damage to the Works
	^^^3.2 Care of the Works
	^^^3.3 Insurance of the Works and Other Risk Items
	^^^3.4 Contractor's Indemnity
	^^^3.5 Employer's Indemnity
	^^^3.6 Public Liability and Employer's Liability Insurances

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^3.7 Professional Indemnity Insurance
	^^^3.8 Existing Facilities and Use or Occupation by Employer
	^^^3.9 General Requirements Concerning Insurance
	^^^3.10 Limitation of Liability
	^4.0 MANAGEMENT
	^^^4.1 Co-operation
	^^^4.2 Contractor's Representative and Supervisor
	^^^4.3 Employer's Representative
	^^^4.4 Employer's Representative's Communications
	^^^4.5 Instructions
	^^^4.6 Works Proposals
	^^^4.7 Required Contractor Submissions
	^^^4.8 (not used)
	^^^4.9 Programme
	^^^4.10 Progress Reports
	^^^4.11 Notice and Time for Employer's Obligations
	^^^4.12 Documents
	^^^4.13 Contractor's Management
	^^^4.14 Communications
	^^^4.15 Meetings
	^^^4.16 Confidentiality and Secrecy
	^^^4.17 Contractor's Things Not to be Removed
	^^^4.18 Contractor's Documents
	^5.0 CONTRACTOR'S PERSONNEL
	^^^5.1 Contractor's Personnel to carry out Contractor's Obligations
	^^^5.2 Qualifications and Competence
	^^^5.3 Pay and Conditions of Employment
	^^^5.4 Subcontractors and Specialists
	^^^5.5 Collateral Warranties
	^^^5.6 Removal of Work Persons
	^^^5.7 Weekly Labour Records
	^^^5.8 Ancillary Certificates
	^6.0 PROPERTY
	^^^6.1 Ownership of Work Items

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Job Name :	PRELIMS HP8 LMETB	**Job Description**
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^6.2 Infringement of Property Rights
	^^^6.3 Works Requirements
	^^^6.4 Rights in Contractor's Documents
	^7.0 THE SITE
	^^^7.1 Lands made available for the Works
	^^^7.2 Trespassers
	^^^7.3 Contractor Responsible for all Site Operations
	^^^7.4 Services for Employer's Facilities
	^^^7.5 Security and Safety of the Site and Nuisance
	^^^7.6 Other Contractors
	^^^7.7 Setting Out the Works
	^^^7.8 Archaeological Objects and Human Remains
	^^^7.9 Access and Facilities
	^^^7.10 (not used)
	^^^7.11 (not used)
	^^^7.12 Charges
	^8.0 QUALITY, TESTING AND DEFECTS
	^^^8.1 Standards of Workmanship and Works Items
	^^^8.2 Quality Assurance
	^^^8.3 Inspection
	^^^8.4 Tests
	^^^8.5 Defects
	^^^8.6 Defects Period
	^^^8.7 Defects Certificate
	^9.0 TIME AND COMPLETION
	^^^9.1 Starting Date
	^^^9.2 Suspension
	^^^9.3 Delay and Extension of Time
	^^^9.4 Programme Contingency
	^^^9.5 Omissions and Reduction of Time
	^^^9.6 Substantial Completion
	^^^9.7 (not used)
	^^^9.8 Liquidated Damages
	^10.0 CLAIMS AND ADJUSTMENTS

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^10.1 Compensation Event
	^^^10.2 Contractor to Pay Employer's Cost of Checking Quantities
	^^^10.3 Contractor Claims
	^^^10.4 Proposed Instructions
	^^^10.5 Employer's Representative's Determination
	^^^10.6 Adjustments to the Contract Sum
	^^^10.7 Delay Cost
	^^^10.8 (Not used)
	^^^10.9 Employer's Claims
	^11.0 PAYMENT
	^^^11.1 Interim Payment
	^^^11.2 Unfixed Works Items
	^^^11.3 Retention
	^^^11.4 Full payment
	^^^11.5 Final Statement
	^^^11.6 Time for Payment and Interest
	^^^11.7 Value Added Tax
	^^^11.8 Withholding Tax
	^12.0 TERMINATION
	^^^12.1 Termination on Contractor Default
	^^^12.2 Consequences of Default Termination
	^^^12.3 Suspension by the Contractor
	^^^12.4 Termination by the Contractor
	^^^12.5 Termination at Employer's Election
	^^^12.6 Consequences of Termination by Contractor or at Employer's Election
	^^^12.7 Survival
	^^^12.8 Payment
	^^^12.9 Reference to Conciliation
	^13.0 DISPUTES
	^^^13.1 Conciliation
	^^^13.2 Adjudication
	^^^13.3 Arbitration
	^^^13.4 Jurisdiction
	^^^13.5 Agent for Service

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^13.6 Continuing obligations
	^14.0 COVID-19 MADATORY CLOSURE
	^^^14.1 Covid-19 Definitions
	^^^14.2 Covid-19 General Provisions
	^^^14.3 Covid-19 Costs
	^15.0 PRICE VARIATION
	^^^15.1 Definitions
	^^^15.2 Contract Sum Adjustments
	^^^15.3 Proportions
	^^^15.4 Change in Law
	^^^15.5 Failure to Commence by the Start Date
	^^^15.6 Failure to Complete on Time
	^^^15.7 Excluded Amounts
	^^^15.8 Revisions to the Index Figures
	^^^15.9 Permitted Increases and Permitted Decreases for Material Categories and Fuel Categories
	^^^15.10 Adjustments for Labour
	^^^15.11 Efficiency
	^APPENDICES TO CLAUSE 15
	^^^Appendix 1 Definitions
	^^^Appendix 2 Permitted Increases and Permitted Decreases for Materials and Fuel
	^^^Appendix 3 Labour
	THE SCHEDULE - PART 1
	A. Employer's Representative and Communications
	B. Documents
	C. Project Supervisor
	D. Insurance
	E. Performance Bond
	F (i). Collateral Warranties
	F (ii). Ancillary Certificates
	F (iii). Named Specialists
	G. Dates for Substantial Completion, Sections, Liquidated Damages, Retention
	H. Early Completion

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	I. Defects Period
	J. Random Checks for Employment Records
	K. Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments
	L. Payment Particulars
	M. Cap on Liability
	N. Conciliation, Adjudication and Arbitration
	O. Rights in Contractor's Documents
	P. Material Categories
	The completed Schedule Part 1 of the contract is contained within Volume B. Provide herin if not included elsewhere for complying in all respects with the schedule & conditions as described.
	The insertions in the Schedule Part 1 are:
	A. Employer's Representative and Communications
	Sub-clauses 4.3 and 4.14
	Notices under clauses 12 and 13 to be sent to
	^^^Chief Executive, Louth and Meath Education and Training Board (LMETB)
	^^^Abbey Road, Navan, Co Meath, C15 N67E
	Other notices to the Employer to be sent to
	^^^Mr. Stephen Kernaghan, Semple & McKillop
	^^^Monaghan Rd, Drumillard Little, Castleblayney, Co. Monaghan
	^^^Phone: +353 42 974 9570
	^^^Email: stephenkernaghan@semplemckillop.com
	^^^The Employer's Representative is: Mr. Stephen Kernaghan, Semple & McKillop
	Notices to the Employer's Representative to be sent to
	^^^Mr. Stephen Kernaghan, Semple & McKillop
	^^^Monaghan Rd, Drumillard Little, Castleblayney, Co. Monaghan
	^^^Phone: +353 42 974 9570
	^^^Email: stephenkernaghan@semplemckillop.com
	Maximum adjustment to the Contract Sum for a single Change Order: Ç2,000.00
	Maximum cumulative value of adjustments to the Contract Sum for Change Orders in any 3 month period is: 0.25% of the Contract value, unless approved by the Employer.
	B. Documents
	Works Requirements are:
	^^^As Scheduled in Volume A Works Requirements
	Pricing Document is:

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^A Bill of Quantities measured in accordance with the: Agreed Rules of Measurement 4, Supplement 1 as included in Volume C.
	^^^Mechanical & Electrical works measured in accordance with The Agreed Rules of Measurement 4 to Supplement 2
	Works Proposals are:
	^^^As included in Volume D and attachments - Works Proposals (response to Technical Merit Criteria as outlined in Appendix 1 of the ITT document and accompanying tender information outlining the criteria).
	C. Project Supervisor (Sub-clause 2.4)
	^^^The Contractor is to be appointed project supervisor for the construction stage for the Works and any other work on the Site from the Starting Date until all construction work on the project has been completed.
	D. Insurance (Sub-clause 3)
	Insurance of the works: minimum amount insured for professional fees 12.5% of the Contract Sum
	Minimum indemnity limit for Public Liability insurance: Ç6,500,000 for any one event, but this limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden accidental pollution
	Minimum indemnity limit for Employers' liability insurance: Ç13,000,000 for any one event
	Maximum excess for Insurance of Works and other Risk Items: the greater of 1% of the Project Value or 0.5% of Contractor's turnover
	Maximum excess for Public liability: the greater of 1% of the Project Value or 0.5% of Contractor's turnover in respect of property damage only. There shall be no excess for death, injury or illness.
	There is no excess permitted for Employers' liability insurance.
	Permitted exclusions from all Insurances
	^^^War, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power
	^^^Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
	^^^Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel
	^^^Terrorism
	^^^Asbestos
	Permitted exclusions from insurance of the Works and other Risk Items:
	^^^Use or occupation of the Works by the Employer except in connection with the Works
	^^^Unless otherwise specified in the Works Requirements, cost of making good defects in the Works but not damage caused by such defects to other sound parts of the Works
	^^^Wear, tear, normal upkeep or normal repair or gradual deterioration
	^^^Inventory losses
	^^^Loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance
	^^^Failure of information technology
	^^^Mechanical or electrical breakdown but not resulting damage
	^^^Cessation of the Works for more than 3 months
	Permitted exclusions from public liability insurance:
	^^^Persons under a contract of service or apprenticeship with the insured

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	^^^Property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works
	^^^Defective workmanship or materials but not resulting damage
	^^^Mechanically propelled vehicles within the meaning of the Road Traffic Acts
	^^^Loss or damage due to design
	^^^Gradual pollution or contamination
	^^^Territorial limits
	^^^Unless otherwise specified in the Works Requirements, aircraft and waterborne craft
	^^^Fines, penalties, liquidated damages
	Permitted exclusions from employer's liability insurance:
	^^^Offshore work
	^^^Liability compulsorily insurable under the Road Traffic Acts
	Permitted exclusions for professional indemnity insurance:
	^^^Persons under a contract of service or apprenticeship with the insured
	^^^Ownership, use, occupation or leasing of mobile or immobile property
	^^^Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters
	^^^Dishonest, malicious, criminal or deliberate illegal acts
	^^^Libel and slander
	^^^Insolvency
	^^^Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages
	^^^Failure of information technology
	^^^Contractual liability that would not apply in the absence of the contract
	Optional insurance provisions
	Sub-clause 3.8 shall apply.
	Insurance of the works and other Risk Items shall include the following property of the Employer, other than the Works and Work Items: Not applicable and the minimum sum for which this property is to be insured shall be ÇNot applicable.
	If insurance of the Works and other Risk Items is to include terrorism cover, the minimum sum insured shall be: Ç0.00
	The Contractor is not required to extend the insurance of the Works and other Risk Items for a Section that has reached Substantial Completion until the Employer's Representative issues the certificate of Substantial Completion for the whole Works.
	Required extensions to Insurance: N/A
	Professional Indemnity Insurance is required
	If required, the Professional Indemnity Insurance is in place it must be kept in place for 12 years after Substantial Completion of the Works is certified by the Employer's Representative
	If required the minimum indemnity limit for professional indemnity insurance shall be Ç750,000 annual aggregate limit
	The maximum excess shall be the greater amount of 2% of the Contractor's annual turnover or Ç5,000.
	E. Performance Bond (Sub-clause 1.5)

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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	A performance bond is required
	The amount of the performance bond shall be 12.5% of the initial Contract Sum up to certification of Substantial Completion of the Works, and 6.25% of the initial Contract Sum for 450 days after that.
	F(i). Collateral Warranties (Sub-clause 5.5)
	Collateral Warranties are required from the following categories of Specialists, by the following dates; and the amount withheld from payments under sub-clause 11.4.1 area as follows:
	^^^Not applicable
	F(ii). Ancillary Certificates (Sub-clause 5.8)
	Ancillary Certificates are required from the following categories of Contractor's Personnel. The list reflects the works elements known at the time of tender but does not limit the Contractor's duties under sub-clause 2.3.1:
	^^^Refer to list of Ancillary Certificates included in Volume B - Schedule Part 1 (Note: The contractor should note that the list is not exhaustive).
	F(iii). Named Specialists (Sub-clause 5.4)
	^^^Not applicable
	G. Dates for Substantial Completion, Sections, Liquidated Damages, Retention
	The Works
	Date for Substantial Completion: Last day of 8 weeks starting on the contract date and including first threshold under Clause 9.4
	Rate of Liquidated Damages: Ç9,000 per week
	H. Early Completion (Sub-clause 9.6)
	The Employer's Representative is required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Substantial Completion.
	I. Defects Period
	The initial Defects Period is one year from the date of Substantial Completion of the Works
	J. Random Checks for Employment Records
	Sub-clause 5.3.3A(2) shall be part of the contract
	K. Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments (Sub-clauses 9.3,9.4, 10.1, 10.6, 10.7)
	Event Nr 17 (Compensation Event - Yes)
	Event Nr 18 (Compensation Event - Yes)
	Event Nr 19 (Compensation Event - Yes)
	Event Nr 20 (Compensation Event - Yes)
	Event Nr 21 (Compensation Event - Yes)
	Weather station for measurement of weather events: Dunsany weather station
	An order or other act of a court or other public authority exercising authority under Law includes a Covid-19 Mandatory Closure.
	In Sub-clause 9.4
	The programme contingency is five (5) Site Working Days of delay caused by Compensation Events
	In Sub-clause 10.6.4(3), the rates to be used to determine the cost of plant are the rates in: Not applicable

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	Modified as follows:
	Rates will be treated as if in euro and any rates in the Pricing Document
	In sub-clause 10.7, the amount to be added for delay cost is in accordance with sub-clause 10.7.1(2) the daily rate tendered by the Contractor in the Schedule, part 2D
	For the purposes of sub-clause 10.7, the Contractor is to tender in part 2D a single daily rate for delay costs
	L. Payment Particulars (Clause 11)
	Period for interim payment is: Monthly
	Minimum amount for interim payments, except release of retention, Ç5,000.00
	Up to the percentage stated below of the Contract value of the following unfixed Works Items may be included in an interim payment in accordance with sub-clause 11.2:
	On-Site Materials % of Contract value: 90%
	Off-Site Materials with Bond % of Contract value: 90%
	The retention percentage is 3%
	M. Cap on Liability (Sub-clause 3.10)
	Subject to sub-clause 3.10.2 of the Conditions of Contract, the monetary amount of the Contractor's liabilty to the EMployer under or arising out of this Contract shall not exceed the amount stated below:
	ÇAmount equal to Contract Sum
	N. Conciliation, Adjudication and Arbitration (Sub-clauses 13.2, 13.3 and 13.4)
	Failing agreement, the conciliator (or Standing Conciliator) will be appointed by: The President of the RIAI
	The arbitration rules are the Capital Works Management Framework (CWMF) Arbitration Rules for use with Public Works and Construction Services Contracts (AR1)
	The person or body to appoint the arbitrator, if not agreed by the parties, is The President of the RIAI
	The person to appoint the adjudicator, if not agreed by the parties is Chairperson of the Panel of Adjudicators
	O. Rights in Contractor's Documents (Sub-clause 6.4)
	Copyright and all other rights in the following Contractor's Documents and Works Proposals described in sub-clause 6.4.2 transfers to the Employer in accordance with sub-clause 6.4: Nil
	P. Material Categories (sub-clause 15.9.1)
	Table 1B (All Materials Category only) applies.
	STATUTORY COMPLIANCE
	Planning
	The Contractor shall comply with all planning permissions (where applicable) relating to the Works, including all conditions attached thereto, and shall ensure that the execution of the Works does not give rise to any breach of such conditions.
	Fire Safety
	The Contractor shall comply with all Fire Safety Certificates (where applicable) relating to the Works, including all conditions attached thereto, and shall ensure that the execution of the Works does not give rise to any breach of such conditions.

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	The Contractor shall engage a competent third party Fire Safety Certifier to provide an Ancillary Inspection Completion Certificate (SI RIAI ACI 02) in accordance with SI No. 9, in respect of all works relating to fire safety, including compliance with Building Regulations Part B and any applicable Fire Safety Certificate.
	Inspect & photograph each and every element of fire protection during construction:
	Provide a detailed report and photographic log upon completion with interim reports at each fortnightly site meeting.
	Provide Cs Cert for the supply & installation of the fire stopping.
	Disability Access Certificates (DAC)
	Not Applicable
	Building Control (Amendment) Regulations 2014
	Where applicable, the Contractor shall comply in full with the Building Control Regulations (as amended), including the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspection and Certification.
	The Contractor shall be responsible for the timely submission of all notices, documentation and statutory certificates required under the Regulations and shall ensure that no works commence until a valid Commencement Notice has been accepted by the Building Control Authority.
	Certification and Coordination
	The Contractor shall cooperate fully with the Assigned Certifier, Employer's Representative and Design Team and shall provide all information, documentation, inspections and confirmations required to support certification and compliance.
	The Contractor shall coordinate all subcontractors, specialists and designers to ensure the provision of all Ancillary Certificates, test certificates and inspection records required for completion and certification of the Works.
	Inspection Plan and Notifications
	The Contractor shall comply with the Preliminary Inspection Plan and Inspection Notification Framework and shall allow for all inspections, notifications, testing and record keeping required.
	No claim for delay or additional cost shall arise from the Contractor's failure to properly plan, notify, coordinate or complete inspections or provide required documentation.
	Records and Handover
	The Contractor shall maintain full and accurate records of inspections, tests and compliance throughout the Works and shall provide same to the Assigned Certifier as required.
	Prior to completion, the Contractor shall provide all documentation necessary to enable certification and registration of the Works on the Building Control Management System.
	Completion
	The Contractor shall ensure that all certification requirements are satisfied to enable completion of the Works, including the submission of the Certificate of Compliance on Completion where applicable.
	Ancillary Certification
	The Contractor shall engage and coordinate all necessary Ancillary Certifiers and ensure that all Ancillary Certificates are provided in accordance with the Works Requirements and the Building Control Regulations.
	Additional BC(A)R Requirements
	Fire Protection Photographic Log
	^^^Inspect & photograph each and every element of fire protection during construction:
	^^^Provide a detailed report and photographic log upon completion with interim reports at each fortnightly site meeting
	^^^Provide Cs Cert for supply & installation of firestopping

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	COMPLIANCE WITH BUILDING CONTROL ACT 2007
	All building works to conform fully with the requirements of the Building Control Act 2007 (including current amendments) and specific items of works are to be executed strictly in accordance with the recommendations set out in the various Technical Guidance documents. A full set of the Technical Guidance Documents to be provided and kept on site at the Contractor's expense.
	The Contractor on completion of the said Contract Works is to issue a certificate in a form acceptable to the Employer's Representative and Client confirming that all the Contract Works have been executed in accordance with the requirements of the Building Control Act 2007 and any amendments thereof.
	CONSTRUCTION CONTRACTS ACT 2013
	The Contractor shall comply with the Main Contractor requirements as set out in the Construction Contracts Act 2013 and shall include for all costs associated with same. The "payment claim date" shall fall within the final full calendar week of each month for the duration of the construction Contract until the Certificate of Practical Completion is awarded.
	2.2 Contractor's liability
	Contractors liability for risk or injury to persons and property and of damage to the works.
	Provide for taking out and maintaining Public Liability and Employer's liability Insurances against injury to persons and property (minimum sum for Public Liability Insurances: (Ç6,500,000 for each and every claim; minimum sum for Employer's Liability Insurance Ç13,000,000) as required by the Conditions of Contract.
	The Employer requires the Contractor to effect insurance in respect of the Contractor's liability for any such risk.
	Provide for taking out and maintaining All Risks Insurance for the full value of the Works and ancillary items required by the Conditions of Contract.
	The Contractor shall be responsible for any damage to adjoining property or existing site features arising from the Works and shall make good same at their own expense. The Contractor shall indemnify the Employer against any such claims.
	Before commencement of the Works, the Contractor shall submit proposals for the off-site disposal of waste materials, which shall only be disposed of at suitably licensed or permitted facilities in accordance with the Waste Management Acts. Details shall be submitted to and agreed with the Employer's Representative.
	The prices and rates shall include for any costs arising from the Contractor's obligations under the Waste Management Act 1996. or any other environmental legislation, with particular regard to the holding, transport recovery and disposal of waste arising from the carrying out of the works.
	Insurances provided by Contractors must be authorised for this jurisdiction.
	Any insurance policies which are renewed on or after 01 January 2021 with a UK domiciled Insurer will not be permitted in the ROI.
	Any insurance policies which were in force prior to 01 January 2021 with a UK domiciled Insurer will remain valid (solely for the purposes of paying claims) for a period of 15 years.
	Where asbestos handling or removal forms part of the Works, the Contractor shall ensure appropriate insurances are in place, including Employers Liability and Public/Products/Pollution Liability, with the Employer named as additional insured where required.
	2.3 Insurance liability of Employer
	The Employer shall bear the risk of loss or damage to its existing facilities and to those parts of the Works which it occupies or uses, in accordance with the Conditions of Contract.
	2.4 Local Authority fees and charges

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	The Contractor shall be responsible for obtaining all necessary approvals, permits and licences required for the execution of the Works and shall include for all associated costs.
	The Contractor shall comply with all statutory requirements and liaise with the relevant authorities as necessary. No additional costs shall be entertained in this regard.
	2.5 Obligations and restrictions imposed by the Employer
	a) Access to and possession or use of the site.
	Construction Access
	The Contractor shall be responsible for providing, maintaining and managing all access to the Works areas, including pedestrian and vehicular access, and shall ensure safe and secure ingress and egress at all times.
	The Contractor shall be deemed to have satisfied themselves as to all access constraints and site conditions prior to submission of their tender.
	Construction Access and Traffic Management
	The Contractor shall be responsible for all traffic management associated with the Works, including the preparation and implementation of a Construction Traffic Management Plan.
	The Contractor shall ensure that construction activities, deliveries and removals are coordinated to minimise disruption to school staff, local residents and the public, and shall allow for the continued operation of the school sites where staff may be present.
	Construction and school-related activities shall be appropriately segregated at all times, and all access routes shall be maintained in a safe, clean and operational condition.
	Restrictions on Use of Site
	The Contractor's operations shall be confined to the designated Works areas and shall not interfere with the operation of the remainder of the school sites.
	The Contractor shall provide all necessary security measures, including controlled access points, and shall prevent unauthorised access to the Works areas at all times.
	The Contractor shall ensure that existing emergency access and egress routes are maintained throughout the duration of the Works.
	Site Management and Control
	The Contractor shall implement appropriate site management procedures, including a site access control system, and shall ensure that all personnel entering the Works are properly managed and supervised.
	The Contractor shall not use the Site for any purpose other than the execution of the Works.
	Access for Employer's Representative
	The Employer's Representative and authorised persons shall be afforded full access to the Works, the Site and any workshops or locations where materials or components are being prepared for incorporation into the Works.
	b) Limitations of working space
	The Contractor shall allow for all constraints associated with the limited working areas at each site and shall plan and execute the Works accordingly.
	All Contractor and staff parking shall be confined to designated areas within the site boundaries, unless otherwise agreed.
	The Contractor shall confine their operations, storage of materials, plant and welfare facilities to the designated Works areas only and shall ensure that all areas are maintained in a safe, tidy and controlled condition.
	The Contractor shall ensure appropriate segregation between construction activities and any areas of the school sites that remain in use, including provision of safe access routes where required.

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	The Contractor shall be responsible for any damage to buildings, services, roads or external areas arising from the Works and shall make good same at their own expense.
	Where works extend beyond the immediate Works areas, the Contractor shall include for all necessary temporary works, protection, signage, permits and reinstatement to the satisfaction of the relevant authority.
	c) Limitations of working hours.
	The limitations on working hours will apply:
	The Contractor shall carry out the Works during normal working hours, as agreed with the Employer's Representative, and in accordance with any statutory requirements or planning conditions where applicable.
	The Contractor shall ensure that noise, vibration and general disturbance arising from the Works are minimised at all times.
	Any works required outside agreed working hours shall be subject to the prior approval of the Employer's Representative and compliance with all statutory requirements.
	d) Limitations on use operation of plant with respect to adjoining property
	The Contractor shall carry out the Works in a manner that minimises nuisance to adjoining properties and any occupied areas of the school sites, including control of noise, dust and vibration.
	The Contractor shall implement appropriate control measures and method statements as necessary and shall comply with all relevant statutory requirements and any planning conditions where applicable.
	e) The use or disposal of any material found on the site.
	No materials arising from the Site shall be removed or reused except in accordance with the instructions of the Employer's Representative.
	The Contractor shall be responsible for the proper handling, storage and disposal of all waste and surplus materials arising from the Works in accordance with all statutory requirements.
	The Contractor shall ensure that no deleterious materials are discharged into drainage systems or the surrounding environment and shall maintain appropriate records of waste disposal.
	Where hazardous or contaminated materials are encountered, the Contractor shall comply with all relevant statutory requirements and implement appropriate control and safety measures.
	f) Hoardings, fences, screens, temporary roofs, temporary name boards and advertising rights.
	The Contractor shall provide and maintain all necessary temporary fencing, hoarding, barriers and protection required to safely segregate the Works areas from the remainder of the school sites and the public.
	Such measures shall be appropriate to the nature and scale of the Works and shall generally comprise secure temporary fencing (e.g. Heras or similar), unless otherwise required by the Works Requirements or Employer's Representative.
	The Contractor shall ensure that the Works areas are secure at all times and that unauthorised access is prevented. Safe access routes shall be maintained for school staff and others where required.
	The Contractor shall provide all necessary signage, including safety signage and directional signage for construction access and deliveries. No advertisements or signage shall be displayed without the approval of the Employer's Representative.
	The Contractor shall allow for dust control measures as necessary, including localised dust screens or partitions within buildings where works are carried out in proximity to occupied areas.
	All temporary works and protection measures shall be maintained for the duration of the Works and removed on completion, with all affected areas made good.
	g) The maintenance and protection of existing services on, under or over the site.
	The Contractor shall identify, protect and maintain all existing services on, under or over the site for the duration of the Works.

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	The Contractor shall plan and execute the Works to minimise disruption to existing services and shall ensure that all services remain operational, except where temporary interruptions are agreed in advance with the Employer's Representative and the school.
	The Contractor shall verify the location of all existing services prior to commencing works and shall be responsible for avoiding damage to same.
	Where works involve connections to or alterations of existing services, these shall be carefully coordinated and carried out with the minimum disruption, including provision for any temporary measures required to maintain service continuity.
	The Contractor shall comply with all statutory requirements and liaise with relevant service providers where necessary.
	The Contractor shall be responsible for any damage to existing services and for the full cost of repair, reinstatement and any associated consequences arising from their operations.
	The Contractor shall allow for all necessary investigations to confirm the location and condition of existing services and no claims shall arise due to lack of knowledge in this regard.
	h) The execution or completion of the work in any specific order or in sections or phases, including any coincidental work not at the discretion of the contractor.
	The Works shall be planned and executed in a manner that minimises disruption to the operation of the school sites, with due regard to the presence of school staff and other users.
	The Contractor shall coordinate and sequence the Works appropriately across the various sites and shall allow for restricted access to certain areas where required.
	The Contractor shall liaise with the Employer's Representative and school representatives to agree the timing of any works that may impact access or services.
	Services Connections / Tie-ins
	Where the Works involve connections to or modifications of existing services, the Contractor shall plan and coordinate such works to minimise disruption.
	Any required service interruptions shall be agreed in advance with the Employer's Representative and the school and shall be carried out at appropriate times.
	The Contractor shall include for all programming, temporary works and measures necessary to facilitate such connections.
	Working Outside Designated Areas
	Where works are required outside the immediate Works areas, the Contractor shall liaise with the relevant stakeholders and obtain agreement on access, extent and timing in advance of carrying out such works.
	i) Maintenance of specific temperature and humidity levels.
	The Contractor shall provide any necessary temporary measures required to protect the Works and ensure suitable environmental conditions for installation and commissioning of equipment.
	j) Temporary accommodation and facilities for the use of the Employer including heating, lighting, furnishing and attendance.
	The Contractor shall provide all temporary accommodation and welfare facilities required for the execution of the Works in accordance with statutory requirements.
	The Contractor shall allow for meetings to be held on site in agreed locations, including within the existing school buildings where suitable and permitted.
	The Contractor shall provide adequate sanitary and welfare facilities for site personnel for the duration of the Works.
	k) Provision of connections to temporary voice and data communications systems for use of the Employer.
	The Contractor shall provide all communication systems necessary for the proper execution and management of the Works.

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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	l) Periodic using and access charges on voice and data communications systems for use of the Employer and associated running costs.
	No dedicated temporary voice or data communication systems shall be required for the Employer unless specifically stated in the Works Requirements.
	m) Provision of the Project Supervisor Construction Stage services by the Contractor under the Safety, Health and Welfare at Works (Construction) Regulations.
	The Contractor shall act as Project Supervisor for the Construction Stage (PSCS) and shall comply with all duties under the Safety, Health and Welfare at Work (Construction) Regulations 2013.
	The Contractor shall prepare, implement and maintain the Construction Stage Safety and Health Plan and shall coordinate all contractors and activities on site.
	The Contractor shall cooperate with the PSDP and provide all information required for the Safety File.
	Safety File
	The Contractor shall provide all information necessary for inclusion in the Safety File, including relevant drawings, specifications, certificates and operation and maintenance information, prior to completion of the Works.
	As-Built Information & O&M Manuals
	The Contractor shall provide as-built drawings and operation and maintenance manuals for all installed systems and equipment.
	Documentation shall include details of installed plant, operating instructions, maintenance requirements, test certificates and warranties, as applicable to the Works.
	Completion Certificates
	The Contractor shall provide all relevant completion and test certificates for the Works, including:
	Electrical installation certification (ETCI or equivalent)
	Mechanical and equipment commissioning certificates
	Manufacturer's certificates and warranties
	Any ancillary or statutory certificates required under the Contract
	Temporary Works
	The Contractor shall be responsible for the design, installation and safety of all temporary works required for the execution of the Works and shall comply with all statutory requirements.
	Fire Safety
	The Contractor shall ensure that fire safety measures are maintained at all times during the Works and that all works comply with Building Regulations Part B and any applicable Fire Safety Certificate.
	The Contractor shall provide all relevant fire safety certification on completion where applicable.
	Security
	The Contractor shall ensure that all Works areas are secure at all times and that unauthorised access is prevented.
	Appropriate site control measures, including a sign-in/sign-out system, shall be implemented.
	Environmental
	The Contractor shall comply with all statutory environmental requirements and shall ensure proper management, storage and disposal of waste materials.
	The Contractor shall take all reasonable measures to prevent pollution, nuisance and environmental damage arising from the Works.

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
Client's Name:	LMETB	Heat Pump Retrofit within Existing Schools and all associated works	

Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	Cleaning and Handover
	The Contractor shall maintain the Works in a clean and tidy condition throughout and shall, on completion, leave all areas clean and ready for use.
	n) Any other obligation or restriction
	ESB
	The Contractor shall be responsible for liaising with all relevant statutory authorities and service providers, including where applicable ESB, in relation to any connections, approvals or works required as part of the project.
	The Contractor shall include for all associated requirements to ensure that any necessary connections or modifications to services are completed within the programme.
	Programme
	The Contractor shall prepare and submit a detailed programme prior to commencement of the Works, indicating the sequence and duration of all activities, including procurement, installation, testing and commissioning.
	The programme shall demonstrate completion of the Works within the Contract period and shall be updated as required during the course of the Works.
	The Contractor shall coordinate the Works across all sites and allow for any constraints associated with access, service connections and working in existing school environments.
	The Contractor shall allow for all necessary submissions, inspections and approvals required under the Contract and statutory requirements within the programme.
	Include all the requirements set out in Clause 4.9.1 of the Contract
	Use of Services Prior To Handover
	The Contractor shall be responsible for the cost of all utilities used for construction, testing and commissioning of the Works prior to completion.
	The Contractor shall provide and maintain all services necessary for the proper execution and completion of the Works.
	Materials & Workmanship
	All materials and products used in the Works shall comply with the Construction Products Regulation (EU) No. 305/2011 and all applicable standards.
	British Standards (BS) and British Board of Agrement (BBA) certification are not acceptable methods of demonstrating compliance in accordance with Construction Products Regulation (EU) No 305/2011.
	Products shall be CE marked where required and be accompanied by the relevant Declaration of Performance.
	Where alternative materials or products are proposed, the Contractor shall provide evidence of equivalence in advance for approval.
	Regulations & Current Standards
	The Works shall be carried out in accordance with all applicable statutory requirements, Building Regulations, and relevant national and European standards and codes of practice.
	All referenced standards shall be the latest applicable editions at the time of tender.
	Schedule of Samples
	The Contractor shall submit samples of materials and workmanship as required by the Works Requirements or as reasonably requested by the Employer's Representative (ER) for approval prior to incorporation into the Works.
	Approved samples shall set the standard for the Works.
	The Contractor shall allow for all costs associated with sampling and testing.
	All testing of mechanical and electrical Works shall be in accordance with the Mechanical and Electrical Materials & Workmanship Specification.

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Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	Submittals
	The Contractor shall not commence relevant works until required submittals have been reviewed by the ER.
	The Contractor shall provide a schedule of submittals in line with the programme and allow reasonable time for review.
	Submittals shall demonstrate compliance with the Works Requirements.
	Storage of Materials
	Materials shall be stored in a safe and suitable manner in accordance with manufacturer's recommendations and best practice.
	Workmanship
	All workmanship shall comply with applicable Building Regulations, standards and specifications.
	Works shall be carried out by suitably qualified and experienced personnel and completed to a high standard.
	Method Statements
	The Contractor shall prepare and submit method statements for key elements of the Works where required by the Works Requirements or reasonably requested by the ER.
	Works shall not proceed until relevant method statements are in place where required.
	Building Fabric Standards
	The Works shall comply with all current Building Regulations and applicable standards, including Part L (Conservation of Fuel and Energy).
	The Contractor shall ensure that the building achieves the required air tightness performance and shall carry out air permeability testing on completion.
	The Contractor shall publish and submit BER Certificate, including NCT or equivalent as built model.
	Acoustic testing shall be carried out where required in accordance with Department of Education guidance.
	Where applicable, radon protection measures shall be installed and tested in accordance with Building Regulations.
	All testing and certification shall be submitted to the Employer's Representative prior to completion.
	CE Marking
	All construction products used in the Works shall comply with the Construction Products Regulation (EU) No. 305/2011.
	Products shall be CE marked where required and be accompanied by a valid Declaration of Performance (DoP).
	Products certified by UK notified bodies will not be accepted unless compliant with EU requirements. Any non-compliant products shall be removed and replaced at the Contractor's cost.
	Testing and Commissioning
	The Contractor shall carry out all testing and commissioning necessary to demonstrate that the Works comply with the Works Requirements and applicable standards.
	Testing and commissioning proposals shall be submitted to the Employer's Representative (ER) for review.
	All systems shall be fully tested and commissioned prior to completion, and relevant records and certificates shall be provided to the ER.
	Quality Assurance and Quality Control
	The Contractor shall implement and maintain a quality management system appropriate to the Works.
	This shall include:
	- inspection and test plans where required
	- supervision of works and subcontractors

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	- ensuring compliance with the Works Requirements and Building Regulations
	Quality records shall be maintained and made available to the ER on request.
	Non-Conformance / Defects
	The Contractor shall promptly address any defects or non-conformances identified during the Works and maintain records of same.
	Contractor's Monthly Progress Reports
	The Contractor shall submit regular progress reports prior to site meetings, including:
	- progress against programme
	- key issues affecting progress
	- look-ahead of upcoming works
	- any required information or decisions
	Progress photographs shall be provided as part of the report.
	Control of Noise & Nuisance
	The Contractor shall carry out the Works in a manner that minimises noise, vibration, dust and general disturbance to the school and adjoining properties.
	Works shall be carried out in accordance with applicable guidance, including BS 5228, where relevant.
	The Contractor shall take all reasonable measures to avoid nuisance and shall comply with any reasonable directions of the Employer's Representative in this regard.
	General Nuisance / Liaison
	The Contractor shall coordinate the Works with the school and shall ensure minimal disruption to ongoing activities.
	Any complaints arising shall be promptly addressed by the Contractor.
	Tax Clearance
	The Contractor shall comply with all statutory requirements in relation to tax clearance and shall ensure that all subcontractors engaged on the Works are similarly compliant.
	Custom Duties
	The Contractor shall be deemed to have included for all applicable duties and statutory charges in their tender.
	Value Added Tax (VAT)
	The tender shall be submitted on a VAT exclusive basis. However tenderers shall list separately the items included in the tender amount that are liable for VAT at rates other than the special building rate (13.5%) to allow for the calculation of the Employer's total VAT outlay on the contract. The Employer reserves the right to seek advice from the Revenue Commissioners on the accuracy of the VAT allocations shown and, in the event of a dispute, the opinion of the Revenue Commissioners on the VAT rate appropriate to any item of work shall be final (See Appendix A of this Pricing Document).
	During the Contract, payment amounts due to the Contractor shall be invoiced on the following basis:
	(a) the amount due to the Contractor that carries a VAT liability of 13.5% shall be invoiced separately from any other amounts due. This invoice shall be clearly marked with the statement 'VAT ON THIS SUPPLY TO BE ACCOUNTED FOR BY THE PRINCIPAL CONTRACTOR'
	(b) amounts due to the Contractor that carry no VAT liability, or are liable at rates other than 13.5%, shall be invoiced on a second invoice that identifies amounts due at the various VAT rates (apart from 13.5%), identifies the VAT due at the various rates and states the total amount due for payment.
	Patent Rights and Royalties

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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	The Contractor shall indemnify the Employer against any claims arising from infringement of patent rights, trademarks or other protected rights in connection with the Works.
	Removal of Improper Work and Materials
	The Employer's Representative may instruct the removal and replacement of any work or materials not in accordance with the Contract.
	Other items for consideration
	The Works shall be completed to a standard suitable for occupation and use prior to certification of Substantial Completion. Any outstanding items shall be minor in nature and not prevent the intended use of the Works.
	The Contractor shall coordinate deliveries and site activities to minimise disruption to the school and surrounding area.
	Site House Keeping
	The Contractor shall maintain the Site in a safe, clean and orderly condition at all times.
	Prevent dust, debris and nuisance arising from the Works
	Maintain clear access for emergency vehicles at all times
	Ensure no burning of waste or uncontrolled emissions on site
	Protect and maintain existing drainage systems
	Carry out works in a manner that minimises disruption to the school and surrounding area
	Road Cleaning
	The Contractor shall ensure that adjoining roads and access routes are kept clean and free from mud and debris arising from the Works.
	All cleaning measures shall be at the Contractor
	Pre-Commencement Survey
	Prior to commencement, the Contractor shall carry out a survey of existing site conditions and report any discrepancies to the Employers Representative.
	Schedule of Dilapidations
	The Contractor shall, upon taking possession of the Site, provide a photographic record of the condition of adjacent roads, boundaries, buildings and any areas likely to be affected by the Works.
	This record shall be submitted to the Employer's Representative and shall not relieve the Contractor of their obligations under the Contract.
	Where works interface with existing buildings, the Contractor shall inspect and record the condition of affected areas prior to commencement and allow for all necessary protection and making good.
	Extended Guarantees
	Provide all warranties and guarantees as specified in the Works Requirements.
	Discovery of Items
	Any items of potential historical or archaeological interest discovered during the Works shall be reported to the Employers Representative and works in the affected area shall cease pending instruction.
	Environmental Management
	The Contractor shall comply with all statutory environmental requirements and implement appropriate measures to control dust, noise, waste and pollution arising from the Works.
	Where required, a Construction Environmental Management Plan shall be prepared and maintained.
	Waste Management

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Item No	Item Description
Trade :	***2. CONTRACT*** *(Continued)*
	All waste shall be managed, stored and disposed of in accordance with current legislation. Only authorised waste facilities shall be used.
	Services Co-ordination
	The Contractor shall be responsible for the coordination of all building services and utility connections, including liaison with relevant authorities and ensuring timely installation, testing and commissioning.
	Maintenance During Defects Period
	The Contractor shall maintain all installed systems and rectify defects during the Defects Liability Period in accordance with the Contract.
	Guarantees and Warranties
	Provide all warranties, guarantees and certification as required under the Works Requirements and Specification.
	Schedule of Guarantees
	The contractor shall include a cost herein for providing all required Guarantees/ Insurance Back Guarantees for the various elements of works. as outlined in the Volume A Works Requirements. No claims on the grounds of want of knowledge will be entertained whatsoever.
	Progress Records
	The Contractor shall maintain appropriate records of progress and provide updates as reasonably required by the Employer
	Handover Requirements
	Prior to Substantial Completion, the Contractor shall provide:
	All statutory and BCAR certification
	O&M manuals and as-built drawings
	Test and commissioning records
	Warranties and guarantees
	Safety File
	All works shall be fully completed, tested and snagged prior to handover.
Trade :	***3. WORK BY NOVATED SPECIALISTS, SPECIALISTS, WORK BY UTILITY PROVIDERS AN***
	3. WORK BY NOVATED SPECIALISTS, SPECIALISTS, WORK BY UTILITY PROVIDERS AND WORK BY OTHERS ENGAGED DIRECTLY BY THE EMPLOYER
	3.1 Work by Novated Specialists and other Specialists
	n/a
	3.2 Work by Utility Providers
	Capital contributions to statutory utility providers (e.g. ESB) shall be paid by the Employer.
	The Contractor shall:
	Liaise with all utility providers
	Coordinate all connections and diversions
	Allow for all temporary connections and diversions required for the Works
	Include all costs associated with facilitating and coordinating these works

Job Name :	PRELIMS HP8 LMETB	**Job Description**	
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Item No	Item Description
Trade :	***3. WORK BY NOVATED SPECIALISTS, SPECIALISTS, WORK BY UTILITY PROVIDERS AN*** *(Continued)*
	3.3 Work by others engaged directly by the Employer
	The Employer may appoint others to carry out specialist works or inspections associated with the project.
	The Contractor shall:
	Liaise and coordinate with such parties
	Provide reasonable access to the Site and Works
	Coordinate the programme to accommodate such works where required
	The Contractor shall not be responsible for the supply or execution of such works unless specifically included in the Contract.
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS***
	4. GENERAL FACILITIES AND OBLIGATIONS
	Maintaining temporary works, adapting, clearing away and making good shall be deemed to be included with the following items Under 4. (General Facilities And Obligations). Notices and fees to statutory Authorities or Public of Private Utility Providers or Undertakings and related to the preceding items shall be deemed to be included with those items. No claims in this regard will be entertained whatsoever.
	a) Supervision and co-ordination of the Works.
	The Contractor shall be responsible for the coordination, supervision and management of the Works, including all subcontractors and compliance with Building Regulations where applicable.
	The Contractor shall:
	Coordinate all works with the Employer, Design Team and school operations
	Programme and manage subcontractors and suppliers
	Ensure works are carried out safely and in accordance with the Contract
	Building Regulations / BCAR
	The Contractor shall:
	Comply with all applicable Building Regulations relevant to the Works
	Provide all necessary inspection records, test certificates and documentation
	Cooperate with the Assigned Certifier and Design Team as required
	Method Statements
	The Contractor shall submit method statements for key activities including:
	Installation of heating systems and associated services
	Works in live/occupied environments
	Any temporary works or isolations required
	Method statements shall demonstrate safe systems of work and compliance with the Contract.
	Supervision Staff
	The Contractor shall provide adequate and competent supervision appropriate to the scale of the Works.

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Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Temporary Works (If Required)
	The Contractor shall be responsible for the design, coordination and implementation of any temporary works required to complete the Works safely.
	b) Plant, tools and vehicles
	The Contractor shall provide all plant, tools, transport and equipment necessary to complete the Works, including delivery, maintenance and removal on completion.
	The Contractor shall allow for:
	- bringing all such plant to site and removing on completion
	- maintaining on site for the duration of the works.
	Removal of Plant
	Plant shall be removed from site as agreed with the Employer
	c) Scaffolding
	The Contractor shall provide safe access equipment as required for the Works, including scaffolding, podiums or MEWPs, in compliance with all relevant safety regulations.
	d) Site administration including the provision and keeping of all statutory records.
	The Contractor shall:
	Provide site supervision, security and protection of the Works
	Maintain site records including labour, materials and testing
	Provide photographic record of pre-existing conditions where required
	Site Records / Progress Records
	Maintain records of progress, labour, materials and tests, and make available to the Employer's Representative upon request.
	Progress Meetings
	Attend regular progress meetings and coordinate subcontractors as required.
	Valuations
	Submit when applicable, up to date detailed claims and supporting documents in accordance with the Conditions of Contract
	Method Statement and Construction Management Plan
	The Contractor shall submit method statements in advance of the Works, including (where applicable):
	Works in occupied areas / live school environment
	Fire safety and hot works
	Asbestos awareness (if applicable)
	Traffic and access management
	Services tie-ins and shutdown procedures
	Site safety and security

Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Working in Live Environment
	The Contractor shall plan and execute the Works to minimise disruption to the school, including:
	Phasing of works
	Out-of-hours or holiday working where required
	Coordination of shutdowns and tie-ins with the Employer
	Working in Live Environment
	The Contractor shall:
	Agree all shutdowns in advance with the Employer
	Provide temporary services where required
	Minimise downtime to existing systems
	e) Security
	The Contractor shall be responsible for the security of the Works and shall:
	Secure all work areas to prevent unauthorised access, particularly within an occupied school environment
	Maintain the site in a safe and controlled condition at all times
	Provide appropriate barriers, signage and protection to segregate works from staff, students and the public
	Implement a site access and sign-in procedure for all personnel
	Safeguard all materials, plant and equipment against damage or theft
	Ensure safe access and egress for deliveries and coordinate with school operations
	Prevent access to non-work areas and adjoining properties
	The Contractor shall provide suitable barriers or enclosures appropriate to the nature of the Works.
	The Contractor shall ensure all works are planned and executed to maintain the safe operation of the school at all times.
	Particular care shall be taken to segregate construction activities from occupied areas.
	f) Provision of clearly identifiable site perimeters and surroundings.
	The Contractor shall:
	Provide a designated site compound and storage area as agreed with the Employer
	Keep all materials, plant and welfare facilities within this area
	Maintain the compound in a safe and tidy condition
	Remove all temporary facilities and reinstate areas on completion
	g) Provisions for protection of the public from site operations and arrangements for protection of third parties and visitors to the site in accordance with all statutory requirements.
	The Contractor shall:

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Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Protect the public, school occupants and visitors from the Works
	Provide appropriate barriers, signage and safe access arrangements
	Comply with all statutory safety requirements
	h) Transport for work people.
	The Contractor shall provide all necessary transport for personnel to and from the site.
	i) Protecting the works from inclement weather
	The Contractor shall protect the Works from adverse weather and provide any temporary coverings or protection required.
	j) Water for the works.
	The Contractor shall:
	Provide all water required for the Works
	Make all necessary temporary connections and pay associated costs
	Comply with all statutory and Irish Water requirement
	k) Temporary lighting and power for the works.
	The Contractor shall:
	Provide all temporary power and lighting required for the Works
	Make all necessary connections and pay associated costs
	Ensure all temporary installations are safe and removed on completion
	l) Temporary roads, hardstandings, crossing and similar items.
	The Contractor shall:
	Provide safe access to and within the site as required
	Maintain safe pedestrian and vehicle routes at all times
	Minimise disruption to school operations and surrounding areas
	Provide traffic management measures where required and agree same with the Employer
	Parking
	The Contractor shall:
	Manage parking of site personnel within designated areas only
	m) Temporary accommodation for the use of the Contractor.
	Welfare Facilities

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Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	The Contractor shall:
	Provide welfare facilities in accordance with Safety, Health and Welfare at Work (Construction) Regulations
	Maintain facilities in a clean and hygienic condition for the duration of the Works
	n) Temporary storage areas including suitable and separate storage for dangerous materials or substances.
	The Contractor shall:
	Provide suitable storage for materials and equipment
	Store materials safely and protect from damage
	o) Temporary telephones for the use of the Contractor.
	The Contractor shall provide appropriate communication systems for site management and coordination of the Works.
	p) Traffic regulations
	The Contractor shall:
	Comply with all traffic regulations
	Manage deliveries and site traffic to minimise disruption
	Ensure safe access at all times, particularly during school opening and closing hours
	Provide supervision where required to manage interaction with students and staff
	q) Welfare facilities for work people to be in compliance with the fourth schedule of the Safety Health and Welfare at Work (Construction) Regulations.
	Provide all welfare facilities in accordance with statutory requirements.
	r) Safety Health and Welfare at Work provisions including items for the following:-
	The Contractor shall:
	Comply with all requirements of the Safety, Health and Welfare at Work Acts and associated Construction Regulations
	Provide all necessary supervision, safety personnel and procedures for the safe execution of the Works
	Ensure all personnel hold valid Safe Pass and relevant certifications
	Provide and maintain appropriate PPE for all personnel and visitors
	Provide adequate first aid facilities and trained first aid personnel
	Maintain safe access, egress and emergency procedures at all times
	Provide all necessary safety signage and traffic management measures
	Live School Environment
	The Contractor shall:

Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Plan and execute the Works to ensure the safety of students, staff and visitors at all times
	Segregate work areas from school operations
	Control noise, dust and disruption
	Restrict works to agreed times where required
	Provide supervision where works interface with school activities
	Overhead Services
	Where working near existing services, the Contractor shall implement appropriate safety measures in accordance with statutory requirements.
	s) Disbursements arising from the employment of work people
	The Contractor shall:
	Provide all labour necessary to complete the Works
	Ensure all personnel are competent and suitably qualified
	Comply with all employment legislation and industry requirements
	t) Maintenance of public and private roads
	The Contractor shall:
	Maintain safe access and egress to the site at all times
	Implement appropriate traffic management measures, particularly in relation to the live school environment
	Schedule deliveries to avoid school peak times where required
	Keep access routes and surrounding areas free from obstruction, mud and debris
	Make good any damage to roads, paths or adjoining property caused by the Works
	u) Removing rubbish, protective casings and coverings and cleaning the works on completion
	The Contractor shall:
	Keep the Works and surrounding areas clean and tidy at all times
	Remove rubbish and surplus materials regularly and dispose of same in accordance with statutory requirements
	Prevent dust, debris and waste from impacting the school environment
	On completion, remove all plant, materials and waste and leave the site clean and in good condition
	Make good any areas disturbed by the Works
	v) Compliance with waste management statutory requirements
	The Contractor shall:
	Manage and dispose of all waste arising from the Works in accordance with all statutory requirements

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Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Use appropriately licensed waste collection and disposal facilities
	Provide waste transfer documentation upon request
	Ensure hazardous materials (if any) are handled, transported and disposed of in accordance with applicable regulations
	Keep the site and surrounding areas free from waste and debris at all times
	Remove all waste from site on completion of the Works
	The Contractor shall allow for the removal and disposal of all existing plant, equipment and associated materials arising from the Works.
	w) Drying the works
	The Contractor is fully responsible for drying out the works and for providing all the necessary plant or equipment to achieve this. The Contractor must included here for all costs associated with drying out the works.
	x) Temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection, and protection of openings, safety nets and similar items
	The Contractor shall:
	Provide all necessary temporary fencing, barriers and protection to safely segregate the Works from the live school environment
	Prevent unauthorised access to work areas at all times
	Provide temporary partitions where required to: prevent dust migration; reduce noise disturbance; maintain fire separation where required
	emporary partitions shall be appropriate to the location and duration of the works
	The Contractor shall provide fully weathered (fully flashed, independently drained), insulated, acoustically treated and fire rated partitions between the existing school and the new works in each location that an interface is required. These temporary partitions shall also prevent dust migrating from the construction area into the occupied school. This may require to be placed in a number of locations over the course of the construction stage and may require different versions for different phases. When weathering has been completed, the acoustic and fire related element of these partitions will still be required until substantial completion. Contractor to include herein all costs associated with this requirement and the design of these temporary works.
	y) Control of noise, pollution and compliance with statutory obligations
	The Contractor shall:
	Carry out works in a manner that minimises disruption to the school environment
	Agree working hours and any particularly noisy activities with the Employer's Representative
	Provide advance notice of disruptive works where required
	Implement measures to control noise and vibration
	Implement dust control measures to prevent nuisance within the school and adjoining areas
	Prohibit radios or unnecessary noise on site where required
	z) protection of the works
	The Contractor shall:
	Protect all works, materials and equipment from damage, weather and theft

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Item No	Item Description
Trade :	***4. GENERAL FACILITIES AND OBLIGATIONS*** *(Continued)*
	Protect all existing buildings, services and surrounding areas from damage arising from the Works
	Make good any damage caused during the execution of the Works
	Protect completed and partially completed works from damage, dirt or deterioration
	ADDITIONAL PRELIMINARIES
	General Attendance on Specialist Sub-Contractors
	The Contractor shall:
	Provide all necessary attendance on subcontractors
	Coordinate and manage all subcontract works to ensure proper sequencing and completion of the Works
	Subcontractor Coordination
	The Contractor shall:
	Coordinate all subcontractors to ensure efficient progress of the Works
	Provide all necessary information and setting out to avoid abortive work
	Certificates/ Guarantees
	The Contractor shall:
	Provide all required certificates, warranties and guarantees for materials and workmanship
	Submit all certification required for completion and handover
	Modifications to Entrances
	The Contractor shall maintain safe access to the school at all times and provide temporary measures where required.
	Inspection / Notices
	The Contractor shall give reasonable notice for inspections where required.
	Completion / Handover
	The Contractor shall:
	Provide all as-built drawings, O&M manuals and certification required for handover
	Allow access to the Employer's Representative for inspection of the Works
	Make good all defects during the Defects Period
	Services / Statutory Undertakers
	The Contractor shall:
	Coordinate with all statutory undertakers and service providers as required
	Ensure all works to existing services are carried out in accordance with relevant requirements