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**GALWAY GREYHOUND
STADIUM REFURBISHMENT**

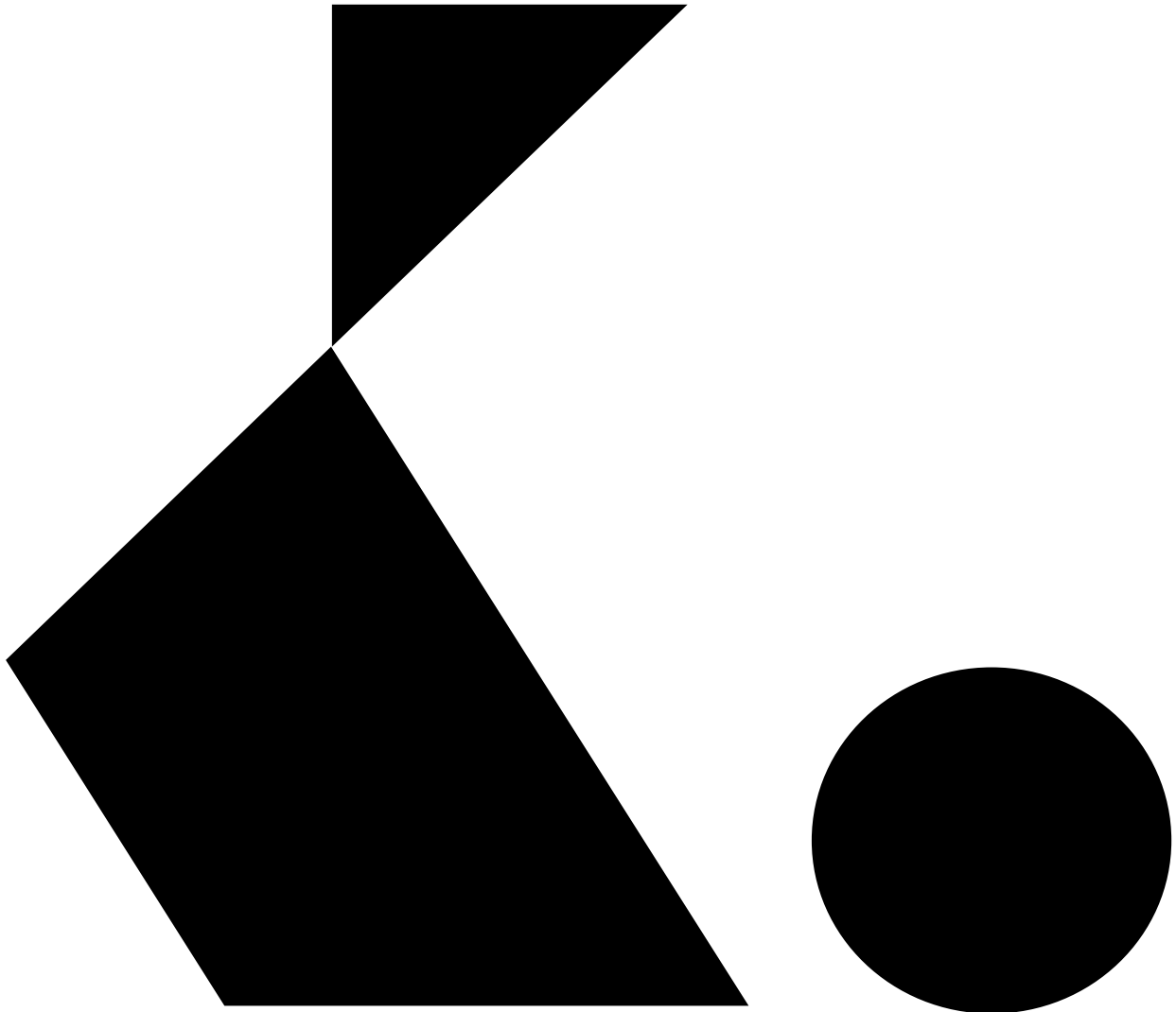
PRICING DOCUMENT

**COLLEGE ROAD
GALWAY**

SKOPE REF: 6946

**GREYHOUND RACING
IRELAND (RCE)**

JUNE 2026



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SECTION NR 1 -

PRELIMINARIES

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	<u>BILL NR 1</u> <u>PRELIMINARIES</u> <u>A: PRELIMINARIES/GENERAL CONDITIONS</u> <u>NOTE TO TENDERERS: All clauses are to be priced or marked as included as deemed necessary and costs appropriately split into 'time related' and 'fixed charges' as part of the tender return.</u> The tender shall price these prelims whilst taking into consideration any amendments as contained within Appendices for: - -Conditions of Contract / Contract Amendments -Preliminaries Amendments -Any specific Preliminaries or Management items as referred to within project Specifications. -Any specific Preliminaries or Management items as referred to within the Preliminary Safety And Health Plan. -The tenderer shall price this section using their experience and knowledge to ensure the requirements for the preliminaries are commensurate to the project. A10 PROJECT PARTICULARS Project Supervisor for the Construction Stage: For the main purposes of the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021, required under this contract, the 'Project Supervisor Construction Stage' shall be the Main Contractor appointed to carry out the works. A11 DRAWINGS Details of where drawings not provided with the tender documents may be inspected By appointment during normal working hours at the offices of the Architect. Method of Measurement – Tender Documents Unless otherwise stated the Tender Documents have been prepared in accordance with the principles of the Agreed Rules of Measurement (ARM) incorporating the published amendments.	Item		
		Item		
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	A12 THE SITE/EXISTING BUILDINGS			
A	<u>Site boundaries</u> The proposed works may require the Contractor to work beyond the site boundaries within the public highway and footpaths. The Contractor will be responsible for the agreement of ALL access including the application of all permits and approvals including the payment of all associated fees, for any works beyond the site boundaries with Dublin City Council's Roadworks Control Unit, Local Councils and any other relevant Statutory Authorities.	Item		
B	<u>Access</u> The contractor will provide and allow for all measures, adapting and maintaining clear access and egress to the site, along any shared or public roads or footways at all times in accordance with Employers' conditions and requirements, any planning or statutory requirements and Preliminary Safety And Health Plan information. The Contractor will be responsible for maintaining, modifying and adapting the access as required and will be deemed to have made provision within their tender. The Contractor will also be responsible for the removal and making good any damage accordingly at the end of the Building Contract. The appointed Contractor will be required to carry out all traffic management as deemed necessary within and around the site for duration of the contract. The Contractor is to include for all Dublin City Council's Roadworks Control Unit applications, road opening applications, hoarding and scaffolding licences, telecommunication infrastructure licences, crane and hoist permits, temporary road closure and skip permits, parking prevention measures and traffic management requirements for the duration of the works and remove upon Practical Completion. Any additional labour, plant, materials and management deemed necessary by the Main Contractor to facilitate the works and to protect these areas are hereby deemed to have been included. The appointed Contractor shall carry out all necessary temporary works to safely and satisfactorily form the site accesses, protect services and make good at its own expense any damage caused to adjacent buildings and property, existing boundary walls, carparks, roads and/or footpaths and/or services arising out of or in the course of executing the works to the satisfaction of the Architect. Furthermore the Contractor shall indemnify the Employer against any claims made by the Local Authority or Statutory Authorities / Adjacent Businesses and Homeowners in respect of damage or obstruction to the public highway and/or footpaths and/or services and the depositing of mud or debris on the public highway and/or footpaths by any vehicles visiting the site under the control of the Contractor. The Contractors attention is drawn to the site boundaries, footpaths, roads which are in constant use by the public. These areas must remain clear of debris and building materials and remain fully accessible at all times throughout the duration of the works. The contractor shall organise all construction traffic serving the site and plan deliveries and removal of waste from the site to ensure that lorries will not obstruct roadways or footpaths. If deemed necessary, the Contractor shall provide a wheel wash facility at all exits of the site within the site boundary. The Contractor will be deemed to have included for any costs associated with complying with this clause.			
	2	To Collection	€	

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	A12 THE SITE/EXISTING BUILDINGS			
A	<u>Site Hoarding</u> The Contractor is to ensure that adequate site hoardings are erected to prevent any unauthorised entrance by members of the public for the duration of the Contract. These site hoardings must be robust in nature, minimum 2400mm high either (Option 1 -painted marine plywood hoardings set in concrete foundations; or Option 2 – 2400mm High Heras Fencing). The Contractor may need to modify or temporarily relocate the existing perimeter and internal hoardings as part of their proposed methodology for the works. Any such temporary works or modifications must be developed by the Contractor as part of their temporary works methodology and agreed with the Architect prior to commencement of any works. The Contractor will be responsible for obtaining all consents and permissions in respect of the erection of hoardings and should seek to agree these at least 2 weeks before commencement on site with local authorities, adjoining occupiers. The Contractor will be deemed to have included for any associated costs within their tender. The Contractor will be responsible for removing all hoardings and making good all works disturbed prior to practical completion.	Item		
B	<u>Existing mains/services</u> The Contractor's attention is drawn to the existing services which either traverse the site or are in close proximity of the site boundary, which may include but is not limited to;- ESB HV and LV cables and infrastructures, Data cabling and Telecoms, Gas Networks Ireland Mains and Irish Water Mains. The Contractor will be required to validate any existing surveys available, establish existing services, co-ordinate any services diversions as necessary in order to comply with their construction programme. Any additional hand digging, all temporary and permanent protection, labour and plant as deemed necessary are to be priced and included. The liability of excavating any services and diversions of these across the site is the responsibility of the Contractor and the Contractor is hereby deemed to have included for any additional costs required in complying with this clause. The onus is on the Main Contractor and his Sub-Contractors to liaise with all relevant statutory authorities, survey and scan the area before any disconnections, strip out works or excavations and temporary works are carried out. The responsibility for locating, diverting, disconnecting, re-connecting and temporary works remains with the contractor and no claim from the contractor will be accepted for want of knowledge in respect of these works.			
	3	To Collection	€	

			€	c
B (Cont'd..)	<u>Existing mains/services</u> The Contractor should note that should they require a shut down of existing services including temporary or permanent supplies a permit to work must be submitted to the Architect at least 14 days before the proposed shut down. Contractors should note that any shut downs or jointing of new to existing services shall be undertaken outside normal working hours and tenders will have been deemed to have been priced accordingly inclusive of all associated costs and works. Tenderers are advised that any service diversions and works associated with any services diversions outside of the site boundary must have prior agreement from the Architect/Employer and the relevant Statutory Authority together with an authorised Permit to Work. If any services other than those identified on the existing services drawings are found, the Contractor shall hand dig to uncover, determine what the service is and whether or not it is still live. The Contractor shall then contact the Architect for further instructions on the matter. All existing services to remain in place or be diverted must be provided with suitable protection as agreed with the Architect/Employer and a suitable marker tape at the necessary depth over. Also all located services together with any diversions and new works shall be recorded on an 'As Built Record Drawing'. A copy of this drawing shall be issued to the Architect and Employer with a copy retained on site for future referral and shall be updated as required. Contractors are also reminded of their statutory responsibility in relation to existing mains/services. These must be adhered to at all times. Contractors must satisfy themselves with respect to all existing services prior to commencement of the works on site. The Contractor will be required to liaise with, and make necessary applications to ESB/ Gas Networks Ireland / Eir / Telecoms / Irish Water and Employer to ensure that all works are fully co-ordinated and that the overall programme for the contract is achieved.	Item		
	4	To Collection	€	

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A	<u>Adjacent/Adjoining Buildings</u> The Contractor must allow for unimpeded safe access to all parts of the adjacent properties, including access roads, footpaths, service yards, car parks and the like. The site entrances must be kept clear and unobstructed at all times. The Contractor shall allow for working within close proximity of buildings (whether occupied or not) and services and include for all protection and other works necessary to prevent disruption, cause disturbance or make nuisance to the occupation and operation of any adjacent occupied buildings. The Contractor will be required to have complied with all necessary working restrictions as imposed as part of the planning conditions and shall act in order to minimise all noise, dust, vibration and other pollution in accordance with any Construction Advice Notes and Codes of Practice as may be issued by Local Authorities. The contractor will be required to minimise the risk of damage to adjacent structures. The contractor will be required to:- 1. Design and sequence to reduce the risk 2. Survey to record the existing condition 3. Monitor during construction 4. Survey post-construction to verify building condition The Contractors attention is drawn to the fact that all works should be planned and programmed with due attention of all Statutory Notices and Orders in relation to working hours, noise and vibration etc, with particular reference to with any Construction Advice Notes, Good Practice Guides and Codes of Practice as may be issued by Local Authorities. The Contractor shall allow for working near adjacent buildings/property without causing damage and include for any protection required. The responsibility for any damage to nearby adjacent buildings will remain with the Contractor. A photographic condition survey <u>may</u> be required for boundary walls, fences and the like together with the surrounding roads, car parks, footpaths, service yards and drainage. Copies of the survey reports are to be completed and submitted to the Architect and Employer before commencement of any works on site. The Contractor will be responsible for obtaining all permission required to conduct the surveys.			
	5 To Collection	€		

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A (Cont'd)	<u>Adjacent/Adjoining Buildings</u> The contractor may be required to carry out post completion surveys of all the properties, boundary walls, fences, roads, carpark, footpaths, service yards, drainage and the like which had been surveyed prior to the commencement of the works, prior to practical completion being achieved. These will be checked against the baseline surveys to identify if there has been any movement during the construction work Any remedial works identified by the post-construction surveys, shall be made good by the contractor, at their own expense. The Contractor will indemnify the employer against any such claims as may arise with regard to damage caused to the surveyed property. The contractor may be required provide vibration monitoring stations at key points. These will be set up to take automatic readings at regular intervals to ensure that any vibration etc is within acceptable limits as defined in the structural engineer's specification and will trigger an alarm if this is exceeded. If there is evidence of significant movement or cracking to the properties, special monitors (tell-tales) shall be provided so that any changes can be identified and immediate action taken. The contractor will be responsible for making good any damage caused to existing properties and paying all associated costs as a result of their works and will be deemed to have included for all such requirements in their tender. Two hard copies and one Electronic Copy of all additional surveys commissioned by the Contractor must be lodged with the Architect and Employer prior to works commencing and again prior to Practical Completion. Continued liaison with adjacent property owners and occupiers will be necessary to maintain a harmonious working relationship. The contractor will be required to comply with and register with the Considerate Constructors Scheme. The Contractor will be responsible for managing and co-ordinating all works and to maintain a 'Good Neighbour Policy' so as to minimise the impact and disruption to adjacent occupied buildings, and is deemed to have included for all such requirements within their tender. The appointed Contractor may be required to hold an awareness meeting at the commencement of the project to explain to residents and adjacent property owners/occupiers the scope of the proposed works, the programme and key activities that will be taking place. The Contractor may also be required to identify a suitably qualified responsible person in their Site Management Team as 'public liaison officer', who will attend public meetings and resident group meetings throughout the duration of the contract. The Contractor must provide adequate site signage at the entrances to the site and around the site to satisfy the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021 and the specific Health and Safety Requirements as detailed in the pre-construction information pack.			
	6 To Collection	€		

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A (Cont'd)	<u>Adjacent/Adjoining Buildings</u> The Contractor shall be responsible for obtaining all permissions, permits and approvals required for the use of cranes, demolition equipment, piling rigs, excavators or any other item of plant or equipment where the use of the same will infringe third party rights and shall allow for all costs and programming implications involved in obtaining such permission permits or approvals. Where there is a requirement to crane over existing Employer owned buildings, this will only be permitted with the written permission of the Architect and prior approval from Employer. The Contractor will <u>NOT</u> be permitted to have cranes, piling rigs over sailing adjacent dwellings, buildings/properties not owned by Employer. The contractor is hereby deemed to have included for all costs arising from this clause. The Contractor is directed to the Pre-Construction Information Pack and Appendices within this document for additional information in relation to adjacent/adjoining buildings, roads, footpaths, service yards etc and other facilities and the regulations by which the 'Principal' Contractor must abide.	Item		
	<u>Arrangements for visiting the site</u> In order to gain appreciation for the works it is essential that Contractors visit site to inspect the proposed works. Contractors may contact the Architect / Employer to arrange a suitable date and time for site inspection during the tender period. Before tendering, the Contractor shall inspect the full tender package of information including specifications and drawings, any design models, clash detection reports, the Employers Information Requirements document, the Tender Documentation, Appendices, Drawings, Specifications and any other ITT documents, visit the Site and satisfy himself as to the local conditions, the means of access, the availability of storage space for materials, locations for site accommodation, the full extent and character of the works, the nature of the ground and structure, the supply of and conditions affecting labour and the execution of the Contract generally and any other matters which affect the tender. The Contractor shall include for all limitations on working and storage space together with pedestrian and vehicular traffic on the boundaries of the site. The Contractor shall allow in his tender for any additional expense to which he may be put owing to the special nature of the work, the mode of execution, temporary works required, site conditions, space available for sitting and positioning plant and storage of materials etc. No claim will be allowed on the grounds of ignorance of the Conditions under which the Works are to be executed.	Item		
	7	To Collection	€	

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A	<u>Trial Holes and Site Investigation</u> Any Topographical Survey and Geotechnical and Environmental reports prepared for the site are for information purposes only with the Employer accepting no responsibility for the accuracy of their content. The contractor will therefore be responsible for carrying out any further soil investigation, ground water surveys, topographical survey or any other surveys they deem necessary or may require. Any additional surveys will be carried out at the contractors own expense. Any obstructions discovered on or in the site during excavation shall be broken out and disposed off site. Any costs associated with breaking out or disposal of obstructions will be deemed to be included in the tender. The Contractor's attention is drawn to the Landfill Tax and disposal of contaminated materials. The Contractor is to satisfy himself as to the category of all buildings and other waste to be removed from site (i.e. active or inactive), and is to include for meeting all charges in this respect. The rates included against items of disposal shall include for all tip charges including Landfill Tax as appropriate.	Item		
B	<u>Working Areas and Site Compound</u> Working areas shall be confined to within the site boundaries. Tenderers should note that car and site vehicle parking will only be available within designated areas and site compounds. Exact locations to be suggested by contractor and will be subject to agreement with the Architect and Employer. The Contractor shall also ascertain and allow for fully complying with An Garda Siochana and/or (DCC) Local Authority regulations / Transport Infrastructure Ireland requirements and instructions regarding the use of the adjacent public highways during the Contract period for access, materials transportation, material deliveries and rubbish disposal.	Item		
C	<u>Working Restrictions</u> The tenderer will refer to any specific requirements as highlighted in the Preliminaries Amendments, Project Specifications and Drawings, Preliminary Safety And Health Plan documentation and shall include for complying with same within their tender.	Item		
	8	To Collection	€	

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A	A13 DESCRIPTION OF THE WORK (CONT'D)			
	<u>Mechanical and Electrical Installations</u> The Mechanical and Electrical Installations are to be carried out by specialist sub-contractors, on the basis of a Domestic Sub-Contract The scope of works is as defined on the Mechanical and Electrical Designer_drawings, specifications and models. The tendering contractors will be required to name who their proposed tender is based upon as part of their tender return. It is the Main Contractor's responsibility to ensure that their proposed sub-contractors have the financial standing, technical abilities, registration and relevant experience to complete the works. Tenderers are also reminded of their responsibilities relating to their Sub-Contractors under the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. Tenderers are referred to the Pre-Construction Health and Safety Pack (Appendices) for details.			
	10	To Collection	€	

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	A13 DESCRIPTION OF THE WORK (CONT'D)			
A	<u>The Works</u> The works to be executed are those included in the Tender Documents. The Works are to be executed in accordance with these Tender Documents. Any discrepancies between the job specific Specifications and Drawings prepared by the Architect, Structural / Civil Engineer and Services Engineer or any other member of the Design Team, are to be brought to the immediate attention of the Architect during the Tender Process. The contractor may also be provided with Architectural, Structural and Mechanical and Electrical design models for <u>information only</u>. Any discrepancies between the design models are to be brought to the immediate attention of the Architect during the Tender Process. No claims in this regard will be entertained after submission of the Tender. Contractors are advised given the nature and scope of the works careful phasing and programming will be required. The contractor, as part of their tender submission, is required to prepare and submit a detailed programme for the works, along with a detailed procurement schedule reflecting the detailed construction programme and identify all procurement items including anticipated lead times in dates to maintain the programme.	Item		
B	<u>Contractor's Design Portion</u> The Contractor is responsible for producing full and final design for all Works noted within the Tender Documentation, Preliminaries Amendments, Contract Particulars and Specification as noted as Contractor Design. This will include obtaining all sundry permissions that may be required for the execution of the Contractor Designed works and paying all costs in connection therewith.			
	11	To Collection	€	

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A13 DESCRIPTION OF THE WORK (CONT'D)			
B (Cont'd)	<u>Contractor's Design Portion</u> The Tender Sum shall be deemed to include for all additional costs of whatsoever nature in progressing and integrating the elements of work detailed above into a fully detailed design and the construction of the Works complete to the satisfaction of the Architect, Employer and all relevant Statutory Bodies. Should the contractor's proposals require any modifications or amendments to any other elements of the project, these modifications or changes will be deemed to be included within the Tender Sum. The Contractor will be responsible for ensuring that the Contractor Designed Elements of the project are fully integrated into the overall project design. The Contractor will be responsible for obtaining the Design Team's and Employers approval for all Contractor Design Elements of the work.	Item	
A	<u>Professional Indemnity Insurance</u> The Main Contractor and all Sub-Contractors with design responsibility for the contractor designed elements of the works shall have Professional Indemnity Insurance in accordance with the contract conditions for the amounts stated in Contract Particulars. Professional Indemnity Insurance shall be held in place for 12 years after practical completion of the works.	Item	
B	Elements of work to be carried out under the Contractors Design Portion will require the sub-contractor to provide detailed 'As built' drawings, layouts, loads, logs, test results and developed model elements (with the required level of design information and specification / COBIE information), to be compatible with the existing design models prepared by the client's designers and for incorporation within any updated model to be developed by the Main Contractor. The Contractor is hereby deemed to have included for all costs associated with complying with the requirements of this Clause.	Item	
12		To Collection	€

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	A13 DESCRIPTION OF THE WORK (CONT'D)			
A	<u>Collateral Warranties</u> The Main Contractor and all Sub-Contractors with design responsibility for the contractor designed elements of the works shall provide a Collateral Warranty to the Employer in accordance with as under the Public Works Contract for Minor and Civil Engineering Works Document Reference PW-CF5 v2.7 as issued by the Office of Government Procurement and any such amendments under this contract – See Appendices. The Client requires that the Tendering Contractors provide any comments on the Collateral Warranty forms <u>with the Tender Return</u>. Before commencement of any works on site the collateral warranties will be finalised and no claim for delay or for additional monies by the Contractor will be entertained. Warranties will also be required in favour of the Employer for any elements of the works defined as ‘Contractor Designed’ or ‘Performance Specified’ works identified within these Preliminaries and Contract Particulars, within the measured sections of the Tender Documents, as noted in the tender specifications and drawings. It is a condition precedent to any value of work for the Contractor, or any specialist sub-contractor being included in a Certificate of Payment under the as under the Public Works Contract for Minor and Civil Engineering Works Document Reference PW-CF5 v2.7 as issued by the Office of Government Procurement and any such amendments under this contract, that the appropriate Collateral Warranties have been completed.	Item		
	<u>Approvals</u>			
B	Any discrepancies within the Tender Documents are to be drawn immediately to the attention of the Quantity Surveyor. No claims in this regard will be entertained after submission of the Tender. In addition to statutory or other obligations and approvals, all design information and drawings in respect of Contractor Designed Elements of the Works will be required to be submitted to the Architect and relevant members of the Design Team for comment by the appointed Contractor. Three copies of all such information will be required, distributed to the Consultants as required. Comment by the Designer will be given within 14 days and will not relieve the Contractor in any way of the design responsibility which, shall rest in its entirety with the Contractor. The Contractor will be deemed to have included for complying with this time period within their programming of the works.	Item		
	13	To Collection	€	

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A	A13 DESCRIPTION OF THE WORK (CONT'D) <u>Performance Bond</u> The Contractor may, upon the execution of this Contract, be required to enter into a Bond in the sum for a defined percentage of the Contract Sum for the due fulfilment of the Contract in all respects in accordance with the Contract. The wording of the Performance Bond is included in the Appendices. The Contractor shall allow for and shall indicate against this item the amount of premium required for the arrangement of the bond. The Employer may, at his discretion, cancel the requirement for a Bond. Should the Bond not be required, the full amount indicated against this item for the amount of the premium will be deducted from the tender.	Item		
B	<u>Parent Company Guarantee</u> The Contractor may, upon the execution of this Contract, be required to provide a Parent Company Guarantee in accordance with the Contract. The wording of the Parent Company Guarantee is included in the Appendices and the Contractor shall allow for provision of same.	Item		
C	<u>Planning Condition Requirements</u> The Tenderers attention is drawn to the Planning Approval Conditions for the Project. The Tenderer is to allow here for all costs associated with complying with all planning conditions within and discharging those which sit with the contractor to discharge.	Item		
D	<u>Appendices generally</u> The Tenderers attention is drawn to the information as contained within Appendices. The Contractor will be deemed to have included for all requirements contained within these documents and for complying with their requirements as part of their tender.	Item		
	14	To Collection	€	

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A20 THE CONTRACT <u>Form of Agreement and Conditions of Contract</u> A20 THE CONTRACT/SUB-CONTRACT <u>Conditions of contract or sub-contract</u> <u>Form of Agreement and Conditions of Contract</u> The Contractor shall make all necessary provision in his Tender for compliance with the Conditions of Contract. The Schedule of Amendments to the Conditions of Contract are included in the Appendices to which the Contractor is directed to satisfy themselves of the specific contract amendments applicable to this project. The Contractor shall hereby include for all costs associated while complying with the amended Conditions of contract.			
15	To Collection	€	

		TIME RELATED		FIXED		
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A	A30 EMPLOYER’S REQUIREMENTS: TENDERING/SUB-LETTING/ SUPPLY	Item				
	<u>Sub-Letting/Supply</u>					
	No sub-letting of works shall be permitted without the prior written approval of the Contract Administrator. Requests to sub-let works should be accompanied with as a minimum the following details:- Full details of the extent of work to be sub-let. Full details of proposed sub-contractor including experience of the type of work, key personnel, references etc.					
	<u>Conditions</u>					
B	Tendering procedure and Submission of Pricing Document	Item				
	Tendering procedure shall be in accordance with the Code of Procedure as under the Public Works Contract for Minor and Civil Engineering Works Document Reference PW-CF5 v2.7 as issued by the Office of Government Procurement and any such amendments under this contract					
C	<u>Period of validity of tenders</u>	Item				
	Period of validity of tenders is the duration in days from date fixed for receipt of tender as specified in the Appendix for Preliminaries Amendments.					
D	<u>Alterations and qualifications to tender documents</u>	Item				
	When pricing measured items reference shall be made to the Specification for amplification of Pricing Document.					
	The rates and money extensions shall be in ink. Tenderers are requested to use BLACK INK to facilitate the photo-copying of the Pricing Document.					
	Items shall be separately priced and items not priced will be deemed to be included the Contract Sum.					
	The Contractor shall not alter or otherwise qualify the text of this Pricing Document. Any alteration or qualification made without authority will be ignored and the text of the Pricing Document as printed will be adhered to.					
16		To Collection		€		

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	€		TIME RELATED		FIXED		
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A	<u>Unpriced items errors and discrepancies</u>						
	1	The Contract Sum shall not be altered from the tender amount by reason of any error in the Contractor's computation of the Tender Amount, and if any error is discovered, the Contractor shall be given details of such errors and afforded on opportunity of confirming or withdrawing his tender.					
	2	The Contractor shall be deemed to have satisfied himself as to the extent and effect of such errors before the signing of the Contract.					
	3	The method of adjusting any error whether arithmetical or not in the Contractor's computation of the Tender Amount, where such errors are, in the opinion of the Contract Administrator, of other than a trivial nature, shall be to correct the error and to consider all rates and prices inserted by the Contractor in the Pricing Document (excluding Preliminaries, Prime Cost and Provisional Sums) as reduced or increased in the same proportion as the corrected total or priced items exceeds or falls short of the original total of such items. This method of adjusting errors shall be as laid down in defined Option as specified in the Appendix for Preliminaries Amendments of the as under the Public Works Contract for Minor and Civil Engineering Works Document Reference PW-CF5 v2.7 as issued by the Office of Government Procurement and any such amendments under this contract	Item				
B	<u>Conditions relating to sub-contracting or sub-sub-contracting</u>						
		The Contractor shall only be permitted to employ properly registered and recognised firms of sub-contractors and shall obtain the prior approval of the Employer via the Contract Administrator before the appointment of any Sub-Contractor	Item				
C	<u>Information to be submitted with Tender Return</u>						
	Tenderers shall include the following information with their tender:						
		- Fully priced Tender Documents - Proposed Programme Implementation Plans - Proposed Sub-Contractor Lists - Proposed Warranties - Proposed Form of Tender - Any Contractors Proposals - Proposed Procurement Schedules	Item				
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	€		TIME RELATED			
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<u>Contractor's Environmental Policy and Experience</u> Prior to award of the Contract the Contractor will be required to submit details of their Company's environmental policy, together with the name and position of the person responsible for ensuring implementation of the policy. Copies of all relevant environmental certificates issued to the Company and, in particular, that for ISO 14001:2015 will be required: • Energy use and carbon emissions • Waste, including hazardous, management and disposal and the mitigation of wastage • Use of unsustainable resources • Appointment and control of sub-contractors and suppliers • Pollution resulting from noise, plant and equipment • Emergencies and illegal emissions from site • Compliance with applicable environmental legislation and regulations • Management review and monitoring of procedures to ensure effectiveness If the appointed Contractor's environmental procedures require environmental planning prior to, and in the process of, construction activities, details of such planning will be required to be submitted at the start of the Works and updated as necessary during the course of the construction period. If, at any time in the previous five years, the Contractor has been prosecuted as a result of breaching, or allegedly breaching, environmental legislation or regulations details and outcomes of the litigation must be submitted.						

		€		TIME RELATED		FIXED		
				c	€	c		
A30 EMPLOYER’S REQUIREMENTS: GENERALLY								
A	<u>Air Testing</u>							
The Contractor is to make allowance for testing of the building shell on the completion of the shell works to demonstrate the air leakage rate is within the allowable specified limits as required under Technical Guidance Document L for dwellings.								
If the building fails to meet the specified limits the Contractor will be responsible at his expense to carry out any remedial works, together with the costs of any re-testing in order to comply with under Technical Guidance Document L for dwellings.								
The contractor will be required to carry out an air test to the current relevant standards and to construct the building to achieve a rating of no more than that specified in the Appendices.			Item					
B	<u>Quality Submissions</u>							
Any stated proposals by the contractor at tender stage as part of their quality submission, will be implemented fully by the contractor upon request by the client. No claims for additional costs and claims of respect of want of knowledge will be entertained by the client.			Item					
<u>Nearly Zero Energy Building Standard</u>								
The European Energy Performance of Buildings Directive Recast 2010 (EPBD) as issued by the Irish Green Building Council requires all new buildings to be nearly Zero Energy Buildings (nZEB) by 31st December 2020. As a result, all construction carried out under this project will have to meet the requirements under this directive and as defined under the revised Building Regulations Part L – Conservation of Fuel and Energy, – Buildings other than Dwellings (2017) – and the accompanying Technical Guidance (non-residential buildings) and Technical Guidance Document L – Conservation of Fuel and Energy – Dwellings (2017) (residential). The contractor shall ensure that Contractor Designed elements will be in accordance with these requirements and shall include for all additional training, design, testing, calculations, plant, materials and labour required in order to meet these requirements.			Item					
		20	To Collection	€				

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		TIME RELATED		FIXED	
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A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS					
<u>Construction Drawings and Specification</u>					
A	The Contractor shall within 14 days from receipt of a letter of intent or acceptance of the tender/signing of a contract confirm the adequacy of the general design drawings for carrying out the Works or for commencing design elements and shall request in writing any outstanding information or clarification required.	Item			
<u>Management and Inspection of Work on Site</u>					
B	No work requiring to be measured or inspected shall be covered up by the Contractor without giving at least three working day's notice to the Contract Administrator so as to enable him to make arrangements to make records of the work involved.				
	The Contractor is to provide at all times during the execution of the works proper means of access with ladders, gangways, etc., and attendance to move or adapt them as the Contract Administrator may require.	Item			
<u>Method Statements</u>					
C	Method Statements must be submitted when requested by the Contract Administrator describing how and when the Contractor proposes to carry out the Works and/or elements of the Works.	Item			
<u>Cash Flow Forecast</u>					
D	Within one week of the date of receiving a letter of intent or confirmation of acceptance of the tender, provide to the Contract Administrator and copied to the Quantity Surveyor a forecast showing the estimated gross valuation of the works at the date of each Interim Certificate for the complete Contract period based upon the agreed programme for the works. A cash flow of preliminaries items must be provided separately at the same time. For the purposes of this cashflow it is assumed that payments will be made in accordance with the Contract Conditions.				
	The appointed Contractor will also be required to provide an updated cashflow on a monthly basis as part of the interim valuation process.	Item			
22		To Collection	€		

				TIME RELATED		FIXED			
€				c	€	c			
A31 EMPLOYER'S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT'D)									
<u>Valuation Dates</u>									
A	The Contractor will be required, upon contract award, to provide a schedule of all proposed Interim Application dates as per the Contractors Programme. These dates will be agreed and incorporated within the Contract Documentation.	Item							
<u>Labour & Plant Returns</u>									
B	At the beginning of each week provide for verification by the Contract Administrator, records showing, for each day of the previous week:- - the number and description of craftsmen, labourers and other persons employed on or in connection with the works, including those employed by sub-contractors. - the number, type and capacity of all mechanical and power operated plant employed on the works.	Item							
<u>Local Authorities Fees and Charges</u>									
C	The Contractor shall allow for giving all notices and paying all fees and charges legally demandable in connection with this Contract as required by any Act of Oireachtais or by any regulations or by-laws of the Local Authority, including rates on temporary buildings.	Item							
<u>Programme of the works</u>									
D	The successful contactor is required to submit four hard copies of a detailed programme for the works upon acceptance of their tender and prior to commencement of works on site. This must include the programme constraints and interactions with and integration of all the constituent parts of the project including the sequencing and phasing of the key elements of the project. Should the Contractor fail to provide an acceptable programme inclusive of the detail requested prior to the commencement of works on site there will be a 5% reduction in the gross valuation for the first valuation and any subsequent valuation until the programme has been agreed with the Contract Administrator.								
23		To Collection €							

	€		TIME RELATED		FIXED		
			c	€			
C	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT’D)						
	<u>Programme of the works (Cont’d)</u>						
	The programme shall incorporate:						
	1. the dates of possession and for completion of the contract						
	2. the dates as determined or proposed for commencement and completion of all trades including those sub-contracted or to be sub-contracted and named persons;						
	3. Critical Services Dates:- ESB supplies/Gas Networks Ireland /Telecoms/Irish Water and Large Plant installation dates, power on and heat on dates.						
	4. the dates on which installation drawings (including manufacturers’ drawings) and technical information are to be submitted for comment and the corresponding threshold dates on which comments must be given by the Contract Administrator.						
	5. the testing periods for the specialist installations;						
	6. float time for each operation, trade or section;						
	7. all contractor design elements for which the contractor is responsible for designing and constructing including the dates on which contractors proposals are to be submitted for comment and the corresponding threshold dates on which comments must be given by the Contract Administrator.						
	8. work resulting from instructions issued in regard to the expenditure of provisional sums;						
	9. such dates as can be made available for procurement, delivery to site of materials, commencement and completion of erection of all contracts for works not forming part of this contract which the Employer has placed or intends to place direct and the existence of which have been made known to the Contractor.						
	10. Confirmation must also be provided that the commencement and completion dates for all sub-contractors.						
	24		To Collection €				

	€		TIME RELATED			
			c	€		
C	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT’D)					
	<u>Programme of the works (Cont’d)</u>					
	11. The Contractor shall provide a separate procurement programme as part of the tender return. Materials and samples and testing programme to be provided. Dates for latest dates of order for all major elements should be identified by the contractor and any such project lead in periods identified.					
	12. A separate testing and commissioning programme for the works prior to PC to include and identify training requirements and all Client demonstrations.					
	13. The programme shall also identify the proposed installation dates for ANY Client procured equipment, including the procurement dates and dates when they are proposing to have the equipment installed.					
	14. Identification of the contractors proposals in relation to BIM, GSL training and support programme, identifying model issue dates, data drop dates, indicative timescales for the issue of Post-Contract BIM Execution Plans, Master Information Delivery Plans, and Task Information Delivery Plans.					
	15. The Contractor is to programme all works to ensure completion of the Project in accordance with the Specified Contract Period in the Conditions of Contract.					
	16. identification of any phasing, attendance works to and the carrying out of any Archaeological works					
	The programme must also with specific reference to the M&E Installations identify key events such as services diversions, ‘break-ins’ to existing services and change overs of supplies.					
	The programme must take into account the nature of the works, any working restrictions , any employers requirements in terms of delivery times, timing of diversion works, permit to work application, access arrangements and working out of hours as outlined under the Appendix for ‘Prelims Amendments’.					
	The Contract Programme shall be reviewed by the Contractor on a continuous basis as a measure of progress and to reflect the circumstances of the works from time to time: no alteration to critical dates shall be incorporated into the programme without the prior written approval of the Project Manager.					
	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE					
	25	To Collection	€			

	€		TIME RELATED			
			c	€		
C	OF DOCUMENTS (CONT'D)					
	<u>Programme of the works (Cont'd)</u>					
	The Contract Programme, and its approved update at any given time, shall form the basis by which progress of the works shall be assessed for the purposes of the contract. Notwithstanding the identification of information requirements set out in the Contract Programme, the Contractor shall in good time apply in writing to the Contract Administrator for any instructions or information which he may require for the proper execution of the works from any member of the design team. For the avoidance of doubt, notice by reference to the Contract Programme or any other collateral circumstances shall not be notice to the Contract Administrator of the contractors requirement for instruction or information for the purposes of the Contract. A copy of the Master programme must be permanently displayed in the Contractors site office and must be regularly (at a minimum fortnightly) updated to show actual progress. The programme shall not be substantially amended or modified without notifying the Contract Administrator. Receipt of the programme by the Contract Administrator will neither affect the Contract Completion Date nor relieve the Contractor of its obligations and responsibility to complete the works by the date for completion. The Contractor shall provide to the Contract Administrator within 14 days of the date of acceptance of its tender a time schedule for the required receipt of any outstanding information from Contract Administrator. Item					
	26	To Collection	€			

[illegible]

		TIME RELATED		FIXED		
€		c	€	c		
A	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT’D)					
	Definition of “or equivalent” or “other equal”					
	Notwithstanding the provision of A30 or TR where the words “or equivalent” appear after trade or brand name or catalogue reference, the Contractor may propose for the consideration of the Architect details of an alternative product / material which, in his opinion, would fulfil the same function and appearance as the specified items. Should a trade name or brand name or catalogue reference be used on drawings or any other Contract Document, likewise the Contractor may propose alternatives for consideration (subject to the requirements of Clause A31). – No alternative materials, components or goods shall be delivered to the site or incorporated in the Works without the prior approval of the Architect IN WRITING. – The Architect shall have the sole authority to approve or reject proposed alternatives. – The Contractor shall provide details of any proposed substitutions for approval at least two calendar weeks before the stated tender return date or be deemed to have allowed in his Tender for the full value of the specified material. Should any alternative be permitted post tender constituting a cost reduction to the contractor a suitable financial adjustment may be made in the Final Account. No claims will be considered for increases in cost due to substitution instigated by the contractor. – If the Contractor wishes to propose an alternative product as “equivalent” for approval he must furnish the Architect with the following information in English for both the specified and alternative product: - Full catalogue information giving specific technical detail - Any NSAI Agrément certification appropriate to proposed usage - Contact names and telephone numbers of products technical staff - Written confirmation from product suppliers of full compliance with all specified requirements, including reference to specific Standards and Regulations. - No product will be considered for submission unless this full detail is provided - The contractor is to allow a minimum of 14 days for review of the proposed alternative product on receipt of all listed required information					
		Item				
	28	To Collection	€			

		TIME RELATED		FIXED		
€		c	€	c		
A	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT’D)					
	<u>Dimensions (Cont’d)</u>					
	The specified thickness of material or layers of material shall mean the finished thickness after any necessary compacting, setting or finishing.					
	Figured dimensions shall be followed. Accuracy of dimensions scaled from the drawings cannot be guaranteed and whenever possible dimensions shall be taken from the building					
B	Before any work is commenced by Sub-Contractors dimensions shall be checked on the Site and agreed with the Sub-Contractors irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of these dimensions					
	Item					
	<u>Contractor’s Shop drawings</u>					
	Shop drawings shall be submitted to the Contract Administrator prior to the manufacture or execution of the work covered by the shop drawings. Such submission shall not restrict the responsibility of the Contractor under this Contract.					
C	Working drawings must be submitted in time so as to not impinge on programme. The Contractor is to allow 14 days for design team/client approval of such drawings.					
	Copies of shop drawings required for the execution of the Works shall be supplied by the Contractor at his own cost.					
	Item					
	<u>Sub-Contractors and Suppliers drawings</u>					
The Contractor is responsible for the timely procurement of all ‘performance specified’ and ‘contractor designed’ work. To enable the Design Team to approve these works, the Contractor must submit his proposals in sufficient time to the Architect/Engineer.						
The Contractor shall obtain, check and note any discrepancies or divergences and submit to the Contract Administrator all Sub-Contractors, Suppliers and statutory authorities drawings and other information as may be necessary.						
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29		To Collection		€		

		TIME RELATED		FIXED		
€		c	€	c		
B	A31 EMPLOYER’S REQUIREMENTS: PROVISION, CONTENT AND USE OF DOCUMENTS (CONT’D)					
	<u>Sub-Contractors and Suppliers drawings (Cont)</u> The Contractor shall ensure that any necessary amendments are made in accordance with the comments of the Contract Administrator and that the drawings are re-submitted unless otherwise advised Any site investigations or Geotechnical Report included in the tender document are provided for information only. It is not intended that the contractor should rely on it in compiling his tender. There may be considerable variation in the ground conditions over the site. The report may not reflect the variable conditions which may be encountered across the site. Should the contractor choose to place any relevance on the report he does so at his own risk. The Employer will not be liable should the actual ground conditions encountered vary from those contained in the report. The contractor shall make his own enquiries and carry out his own surveys, and any additional surveys (as he deems necessary at his own cost) to establish the ground conditions which actually exist over the site area. Access to the site to carry out ground conditions can be arranged by contacting the Architect. All risks associated with the ground conditions and any contractor designed element of the works are to be considered by the contractor and priced within their tender. For the avoidance of doubt it will be stated that the client shall not be liable for any costs (including costs associated with delay to the works programme), other than the tendered cost, arising from the ground conditions which are actually encountered on site and any additional fill which the contractor deems necessary in order to complete the works. Item					
A	<u>Ordering materials from the work schedules</u> The accuracy and sufficiency of the measured quantities is not guaranteed for purposes of ordering materials or constructing the work	Item				
30		To Collection		€		

	€		TIME RELATED			
			c	€		
A	<u>Data Protection Act 2018 - Contractor's Liability</u>					
	The Contractor shall be liable for and shall indemnify the Employer against all claims, proceedings, costs and expenses in respect of any damage or distress suffered by any person caused by the Contractor or his servants having obtained, without the consent of the Employer personal data within the meaning of the Data Protection Act 2018, and directly or indirectly disclosing or publishing the data to any other person or allowing improper access to the data or indirectly causing the loss, damage or destruction of such data. Item					
B	General Data Protection Regulations 2016 (EU) 2016/679 - Contractor's Liability					
	The Contractor shall be liable for and shall indemnify the Employer against all claims, proceedings, costs and expenses in respect of any damage or distress suffered by any person caused by the Contractor or his servants having obtained, without the consent of the Employer personal data within the meaning of the General Data Protection Regulation (GDPR) (EU) 2016/679 of the European Parliament and Council of the European Union.					
	The Contractor is required to implement all measures reasonably required to meet the principles of data protection by design and by default. Included but not limited to; the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and directly or indirectly disclosing or publishing the data to any other person or allowing improper access to the data or indirectly causing the loss, damage or destruction of such data. Item					

		€	TIME RELATED		FIXED		
			c	€	c		

		TIME RELATED		FIXED		
	€	c	€	c		
A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS						
A	Any additional costs incurred by the Contractor as a result of delay in receiving such necessary approvals will be the responsibility of the Contractor. Item					
B	Before commencement of the works or any aspect of the works on site the Contractor shall provide to the Contract Administrator's evidence of having obtained all necessary and appropriate statutory approvals and identify any such elements of work within their tender. Item					
<u>Availability of Labour & Materials</u>						
C	In addition to the clauses enumerated in these Preliminaries, the Contractor shall be deemed to have satisfied itself as regards to supply of and the conditions affecting labour, the facilities for obtaining the materials or articles referred to in the Tender Documents and generally to have obtained his own information on all matters and contingencies which can, in any way, influence the Tender. Any labour employed by the Contractor on the execution of this contract otherwise than by direct employment will be engaged by written sub-contract including terms and obligations relating to the conditions of labour equivalent to those contained in the form of labour-only-sub-contract issued by the Building Employer's Confederation. Item					
<u>Person-in-charge</u>						
D	The same person-in-charge shall remain throughout the period of the Works except by agreement with the Contract Administrator and the Client. Item					
33		To Collection €				

	€		TIME RELATED		FIXED		
			c	€			
A	<u>Generally</u>						
	<u>Management of the Works</u>						
	The Contractor shall maintain an adequate organisation under the full-time control of an experienced site based supervisor able to assume complete responsibility for a contract of this description. The Contractor shall not change the person in charge without first obtaining the consent of the Contract Administrator. The Site Manager shall supervise all work carried out on the site by the Contractor and receive all instructions given by or on behalf of the Architect to the Contractor at the site. The Site Manager shall be present at the site throughout normal working hours except when on leave, sick, or absent for reasons connection with the proper performance of this Contract. Whenever the Site Manager is absent from the site during normal working hours, a suitable person shall be appointed to act as his deputy. The Site Manager shall not be employed by the Contractor to do work other than works specifically related to the Contract. The Contractor shall notify the Contract Administrator of the person appointed as Site Manger and shall not change such appointment without the prior written consent of the Contract Administrator. The Contractor shall ensure that there are at all times on the site sufficient suitably qualified and experienced staff to supervise all work carried out by the Contractor and to advise and assist the employer in taking possession of the works. <u>Communication during Construction:</u> The contractor may appoint an appropriate individual as the site's community liaison representative keep any Third Party informed of all communications and issues arising from the works. The contractor will also be required to include a section in their monthly progress report recording any issues raised in respect of all of the matters raised, action taken and any outstanding actions.						
	34	To Collection €					

A	€		TIME RELATED			
			c	€		
	<u>Management of the Works (Cont'd)</u>					
	<u>Communication during Construction (Cont'd):</u> The appointed Contractor may be required to hold awareness meetings at the commencement of the project to explain to adjacent property owners/occupiers the scope of the proposed works, the programme and key activities that will be taking place. The Contractor will also be required to identify a suitably qualified responsible person in their Site Management Team as `public liaison officer`, who will attend public meetings and any Third Party meetings throughout the duration of the contract. The Contractor shall ensure that a Health and Safety Officer (Site Safety Representative) is appointed and that all operatives Sub-Contractors and other visitors to the site have been advised of, fully understand and sign to confirm that they have understood and will comply with the Site Safety Rules. The Contractor shall also regularly check that no unauthorised personnel are on site. (Refer to Pre-Construction Information Pack with Appendices) The Contractor shall properly organise the work in order to fulfil the agreed programme and shall co-ordinate and generally supervise the work of the sub-contractors. The Contractor shall provide and maintain a telephone, broadband internet and e-mail service to the person in charge's office for the full period of the works. The Contractor shall pay all costs in providing and maintaining these services for the duration of the contract and pay all bills associated with these.		Item			
	35	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	<u>Mechanical and Electrical Services Co-ordination</u> The Contractor shall employ a competent Mechanical and Electrical Services co-ordinator who shall be fully familiar with the Mechanical and Electrical Services works to be completed under the Contract. The Mechanical and Electrical Services Co-ordinator shall be responsible for all on-site co-ordination of the Mechanical and Electrical Services and the Statutory Authorities and shall supervise the installation and contract administration between all services and the relevant services sub-contractors and Statutory Authorities. Any instructions given to the Mechanical and Electrical Services Co-ordinator by the Architect or designated M&E Services Consultant shall be deemed to have been issued to the Contractor. Except for the reason of the complete termination of his or their employment with the Contractor, the Contractor shall not remove or replace the Mechanical and Electrical Services Co-ordinator without the express permission of the Architect; in the event of the Mechanical and Electrical Services Co-ordinator's impending complete termination of employment the Contractor shall notify the Architect as soon as this fact is known to him and shall introduce a new Mechanical and Electrical Services Co-ordinator upon the Works at least one full month prior to the departure from the Works of the Mechanical and Electrical Services Co-ordinator.	Item				
	36	To Collection €				

			TIME RELATED			
			c	€	c	
A	€ <u>Payments in respect of Workpeople</u> The Contractor shall include in his tender for all payments expenses, statutory or otherwise, consequent on the employment of workpeople including contributions and payments in connection with the following 1) The Social Welfare Acts and National Heath Insurance Acts 2) The Industrial Training Acts 3) The Redundancy Payments Acts 4) Holidays for Workpeople 5) Guaranteed Week 6) Death Benefit and Sick Pay Scheme It will be a condition for the award of this contract that a firm must be able to produce promptly a Tax Clearance Certificate (unless he has a sub-contractors C2 Certificate). In the case of a non-resident, a statement from the Revenue Commissioners will be required. Furthermore, it will be the responsibility of the successful Contractor to ensure that any sub-contractor employed by him on this contract is in possession of either a bona-fide C2 Certificate or a Tax Clearance Certificate and submit such Certificate in each case for inspection by this office when required to do so. No claims for increased costs will be entertained in respect of contractors compliance with this condition.	Item				
	37 To Collection €					

	€		TIME RELATED			
			c	€	c	
A	<u>Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021</u> The Contractor's attention is particularly drawn to the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021 with which the Contract must comply. The Pre-Construction Information Pack Plan forms part of the Contract documents. The Contractor shall include in his tender for all payments and expenses in complying with the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. The details of the Pre-construction Information Pack are included in the Appendices. If successful the Contractor will be required to accept the role of Project Supervisor for the Construction Stage and carry out and fulfil all the duties of the Project Supervisor for the Construction Stage as defined and set out in the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. The Project Supervisor for the Construction Stage will be required to provide a separate Health and Safety File for each separate building at handover. Failure to provide the complete Health and Safety Files will mean that handover cannot be completed. The term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works; it shall include temporary works to support and ensure the stability of the partially completed permanent works and of adjoining structures and lands, as well as such matters as trench shoring, scaffolding, propping, working platforms, gangways, access stairs and landings. The Main Contractor shall appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the partially completed permanent works and of adjoining structures and lands during the envisaged construction process and, further, the main Contractor shall employ a suitably qualified site engineer; both shall liaise with each other and with the Project Supervisors, all in accordance with the HSA Guidelines to Safety, Health and Welfare at Work (Construction) Regulations. Subject to the architect's consent, (a) on small routine projects the site engineer need not be permanently on site; and/or (b) it may be permissible for one person to fulfil both of these roles.					
	38	To Collection €				

	€		TIME RELATED		FIXED		
			c	€			
The Contractor shall in consideration of the acceptance of his tender and by way of Collateral Agreement to the Main Contract, provide the services of Project Supervisor Construction Stage within the meaning of the Safety, Health and Welfare at Work (Construction) Regulations. The cost of the provision of this service shall be deemed to be included in the Contract sum.		Item					
The Contractor shall include for procuring that the insurance cover required to be obtained and maintained by the Contractor pursuant to Clauses 21, 22 and 23 of the main contract 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.		Item					
It is the duty of the Project Supervisor Construction Stage to notify the HSAuthority before construction commences where construction is likely to take more than 500 person days or 30 working days. Notification is on-line by registering with the service or through submission of the AF2 Form.		Item					
The Contractor’s attention is drawn in particular to the following:-							
i) Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021							
ii) Safety, Health and Welfare at Work (Amendment) Bill 2020, Safety, Health and Welfare at Work Act 2005							

	€		TIME RELATED			
			c	€	c	
B	<u>Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021</u> iii) All amendments to the above mentioned Regulations iv) All requirements of the Pre-Contraction Information Pack The Contract Administrator shall have power to require the immediate removal from the site and the works of any person who in his opinion fails properly to observe the provisions of this clause and such person shall not be again employed upon the works without the permission of the Contract Administrator. The provision of this clause shall apply to and be binding upon any Sub-Contractor employed by the Contractor for any part of the works on the site, and the persons employed by such Sub-Contractor and the Contractor shall ensure that proper and adequate provisions to this end are included in the Sub-Contract. The successful contractors attention is drawn to the requirement to ascertain and produce the Health and Safety file in the format as required by the Employer. The contractor will be required to prepare and collate all relevant information for the Health & Safety file as required by the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. The Health & Safety File shall contain drawings which are As-Built and clearly denoted as such thereon. Drawings not defined as such will not be acceptable. Record drawings are also not acceptable. The 'Principal' Contractor is expected by whatever means they deem appropriate to ascertain that the As-Built drawings are indeed a true and accurate reflection of that as actually constructed on site. The 'Principal' Contractor may avail of the expertise of the Design Team in assisting in this task, but this in no way exonerates the responsibility on the 'Principal' Contractor to provide this information. The status of As-Built drawings must be verified in writing to the Project Manager and PSDP. As-Built drawings are a prerequisite to the completion of the Health & Safety File. The completed Health & Safety File must be handed over to the PSDP prior to the issue of the issue of the Practical Completion Certificate.	Item				
	40	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	Health and Safety File	Item				
	<u>Generally.</u> The Health and Safety File The file must contain information about the current project likely to be needed to ensure health and safety during any subsequent work, such as maintenance, cleaning, refurbishment or demolition. The Project Supervisor for the Design Phase should be provided with the information requested in his Pre-Construction Health and Safety Information. These must be completed and issued in draft format to the Project Supervisor for the Design Phase and all design consultants at least 2 weeks prior to anticipated Practical Completion and handed to the Employer in a completed format within 2 weeks post Practical Completion.					
B	<u>Content.</u> Manuals shall be presented to the Employer in their draft form within 10 working days of Practical Completion (significantly complete apart from final commissioning certificates etc...), and in their final form at within 10 working days of practical completion. At the Contractor's discretion, manuals may be combined with the Building Manuals H&S File should consist of: A brief description of the work carried out; Any significant hazards that have not been eliminated through the design and construction processes, and how they have been addressed Key structural principles (eg bracing, sources of substantial stored energy – including pre- or post-tensioned members) and safe working loads for floors and roofs; O&M information on any materials used in the works; COSHH Data sheets or MSDS for Significantly Hazardous materials used. Information regarding the removal or dismantling of installed plant and equipment (eg any special arrangements for lifting such equipment); Health and safety information about equipment provided for cleaning or maintaining the structure; The nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc;					
	41	To Collection		€		

	€		TIME RELATED			
			c	€	c	
	<u>Content. (Cont'd/.)</u>					
B	H&S File should consist of (Cont'd/...): Revised building fire plans (if these have changed) Information and as-built drawings of the building, its plant and equipment (eg the means of safe access to and from service voids and fire doors). Copies of Guarantees and Warranties for significant installations Copies of Certification for life safety systems (power, emergency lighting, fire detection and alarm, intruder alarm, lifts, disabled refuges (properly signed and dated)					
A	<u>Web-based information management system</u> N/A					
	Presentation of documents					
B	<u>General.</u> Manuals shall be presented to the Employer in their draft form within 10 working days of Practical Completion (significantly complete apart from final commissioning certificates etc...), and in their final form at within 10 working days of practical completion. The Operation and maintenance manual is to consist of the following three core parts: Part 1 – General Information. Part 2 – Building Fabric Information. Part 3 – Building Services Information. Combined into Building Manual or Standalone documents Part 4 – Health and Safety File Part 5 – Building User Guide	Item				
	42	To Collection €				

	€		TIME RELATED			
			c	€		
A	<u>Content of Building Manual Part 1: General</u>					
	- Content: Obtain and provide the following, including all relevant details not included in other parts of the manual: - Index: list the constituent parts of the manual, together with their location in the document. - The Works: - Description of the buildings and facilities. - Ownership and tenancy, where relevant. - Health and Safety information - other than that specifically required by the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. - The Contract: - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers. - Overall design criteria. - Environmental performance requirements. - Relevant authorities, consents and approvals. - Third party certification, such as those made by ‘competent’ persons in accordance with the Building Regulations. - Operational requirements and constraints of a general nature: - Maintenance contracts and contractors. - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and fire fighting systems, services, shut off valves, switches, etc. - Emergency procedures and contact details in case of emergency. - Other specific requirements: _____ . - Description and location of other key documents. - Timescale for completion: _____ .					
	43	To Collection €				

	€		TIME RELATED			
			c	€	c	
		<u>Content of Building Manual Part 2 - Building Fabric Information</u>				
		- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual: - Detailed design criteria, including: - Floor and roof loadings. - Durability of individual components and elements. - Loading restrictions. - Insulation values. - Fire ratings. - Other relevant performance requirements. - Construction of the building: - A detailed description of methods and materials used. - As-built drawings recording the construction, together with an index. - Information and guidance concerning repair, renovation or demolition/ deconstruction. - Periodic building maintenance guide chart. - Inspection reports. - Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components. - Fixtures, fittings and components schedule and index. - Guarantees, warranties and maintenance agreements - obtain from manufacturers, suppliers and subcontractors. - Test certificates and reports required in the specification or in accordance with legislation, including: - Air permeability. - Resistance to passage of sound. - Continuity of insulation. - Electricity and Gas safety. - Other specific requirements: _____ . - Timescale for completion: _____ .				
	44	To Collection		€		

	€		TIME RELATED			
			c	€		
<u>Content of Building Manual Part 3 - Building Services Information</u>						
- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual: - Detailed design criteria and description of the systems, including: - Services capacity, loadings and restrictions - Services instructions. - Services log sheets. - Manufacturers' instruction manuals and leaflets index. - Fixtures, fittings and component schedule index. - Detailed description of methods and materials used. - As-built drawings for each system recording the construction, together with an index, including: - Diagrammatic drawings indicating principal items of plant, equipment and fittings. - Record drawings showing overall installation. - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings. - Identification of services - a legend for colour coded services. - Product details, including for each item of plant and equipment: Name, address and contact details of the manufacturer. - Catalogue number or reference. - Manufacturer's technical literature, including detailed operating and maintenance instructions. - Information and guidance concerning dismantling, repair, renovation or decommissioning. - Operation: A description of the operation of each system, including: - Starting up, operation and shutting down. - Control sequences. - Procedures for seasonal changeover. - Procedures for diagnostics, troubleshooting and fault-finding. - Guarantees, warranties and maintenance agreements - obtain from manufacturers, suppliers and subcontractors. - Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations - including: - Electrical circuit tests. - Corrosion tests.						
45		To Collection €				

	€		TIME RELATED			
			c	€	c	
		<u>Content of Building Manual Part 5 The Building User Guide</u>				
		Content: Obtain and provide the following per unit:				
		- Building services information.				
		- Emergency information.				
		- Energy & environmental strategy.				
		- Water use.				
		- Transport facilities.				
		- Materials & waste policy.				
		- Re-fit/ re-arrangement considerations.				
		- Reporting provision.				
		- Training.				
		- Links & references.				
		- Other specific requirements: _____ .				
		- Timescale for completion: _____ .				
A		<u>Named Domestic Sub-Contractors/Suppliers</u>				
		The Contractor shall note that all sub-contract/supply contracts are to be dealt with under the terms set out in the Conditions of Contract. It is not intended that any Nominated Sub-Contract or Nominated Supply Contracts will be entered into.	Item			
B		<u>Builder's Work in Connection with Specialists</u>				
		The Contractor shall obtain from all Specialists, including Sub-Contractors, a statement showing their requirements as regards recesses, chases, holes and other builder's work so that these may be left or built correctly as the general building work proceeds without the need for subsequent alteration. Should the Contractor fail to do this at the proper time he will be required to execute such work as may be necessary without additional cost to the Employer.	Item			
	47	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	<u>Co-ordination with Sub-Contractors and Suppliers</u> The Contractor shall co-ordinate all Sub-Contractors and together with the Contract Administrator, co-ordinate the work to be performed by others employed direct so that their work and the Contractor's own work are executed with due regard to each other and in such a manner that satisfactory construction and performance of the Works results. The Contractor shall arrange and monitor a programme with each Sub-Contractor. He shall ensure that there is adequate prior exchange of information with and between all Sub-Contractors concerning the exact location and sizes of components, openings and work generally. The Contractor shall obtain from each Sub-Contractor details in respect of his requirements sufficiently early to allow the Contractor to incorporate such requirements in the works and to coordinate the whole of the works including the sub-contract works to be undertaken by sub-contractors. The Contractor shall provide all information necessary to Sub-Contractors to enable them to detail their installations accurately. The Contractor shall coordinate the installation of all Sub-Contracts with the Main Contract works and shall prepare and maintain accurate co-ordination drawings for this purpose for as long as may be necessary for the proper execution of the whole of the works. The Contractor shall appoint or nominate a suitably qualified person or persons with specific responsibility for the co-ordination of the works that shall propose a programme for the co-ordination of the works and shall attend all management meetings in respect of the same. The Contractor shall bear the expense of any failure to satisfy this requirement. Any loss or delay arising out of failure to effect the provisions of this Clause shall be the sole responsibility of the Contractor.	Item				
	48	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	<u>Co-ordination of Services/Works</u> The Main Contractor will be responsible for the effective co-ordination of all site, building and services work including the work of all sub-contractors in order to achieve the requirements of the Programme. The Main Contractor is responsible for all co-ordination to ensure the correct sequencing and installation in accordance with the requirements of the Contract. The Contractor shall be responsible for ensuring that all Engineering Services, general ground works and specialist installations are accurately set out, co-ordinated and installed and he shall be responsible for obtaining, providing, issuing and exchanging all information necessary to achieve this. The Contractor will be responsible for co-ordinating the work of all Public Authorities and Utilities in connection with the Contract. Full access to the site must be afforded to all such authorities and the Contractor is to allow for all necessary attendance and on costs within his tender.	Item				
	49	To Collection €				

	€		TIME RELATED		FIXED	
			c	€		
A	INSTALLATION DRAWINGS AND TECHNICAL INFORMATION FOR WORKS:					
	To complement the Design Drawings, Specifications and Tender Documents, the Contractor shall be responsible for submitting installation drawings and technical information relating to the works to be executed by the Contractor, as part of the Works. All Sub-Contractors are responsible for preparing and handing over installation drawings and technical information relating to the Works to be executed by them, as part of the works. The Contractor shall be responsible for obtaining the Installation Drawings and Technical Information produced by the Sub-Contractors and for submitting them timeously to the CA for comment. The Contractor's shall be responsible for checking the content of all Installation Drawings and Technical Information provided as part of the Works and for ensuring that any discrepancies and divergences noted are corrected before the Drawings and Technical Information are submitted to the CA for comment. The Contractor shall be responsible for ensuring that all Installation Drawings and Technical Information provided as part of the Works are properly and correctly co-ordinated with one another before being submitted for comment. Within 14 days after receiving the full Installation Drawings and Technical Information the CA shall comment on the information received as necessary. On receipt of any comments from the CA, the Contractor shall be responsible for ensuring that if required, amendments are made to the Installation Drawings and Technical Information to reflect the comments given by the CA. After the amendments have been made the Contractor shall be responsible for resubmitting the amended Installation Drawings and Technical Information for final comment. As soon as all comments have been dealt with the Contractor shall be responsible for obtaining and distributing the final version of the Installation Drawings and Technical Information to all parties concerned. The Contractor shall be responsible for ensuring that the works are carried out in accordance with the last identified version of the Installation Drawings and Technical Information provided as part of the works.					
	50	To Collection €				

			TIME RELATED		FIXED		
			c	€			
A Cont'd	€ INSTALLATION DRAWINGS AND TECHNICAL INFORMATION FOR WORKS: (Cont'd) The Contractor and Sub-Contractors shall be responsible for any discrepancies, errors or omissions in the Installation Drawings and Technical Information provided by them whether or not such Installation Drawings and Technical Information have been commented on by the CA, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished by the CA, Mechanical and Electrical Engineer or Structural or Civil Engineer. The Contractor shall be responsible for ensuring that any discrepancies, errors or omissions which are not due to inaccurate information or particulars furnished by the CA or other Consultants are corrected at no additional cost to the Employer. The responsibilities and the provision of information referred to in the preceding paragraphs will be deemed part of the Works which by the Contractor is obliged to carry out and complete.	Item					
	RECORD DRAWINGS AND OPERATING AND MAINTENANCE INSTRUCTION MANUALS <u>Contractors Works</u> The Contractor shall be responsible for retaining on site the Contract Design Drawing (s) relating to the Works to be executed by the Contractor, on which a record shall be kept, by the Contractor, of the Installations as actually installed. The Contractor shall be responsible for marking up and amending the drawing(s) to incorporate variations during the progress of the works, as they occur. The drawing(s) shall at all times, be available for inspection and checking by the CA.						
B							
	51	To Collection €					

[illegible]

			TIME RELATED		FIXED		
			c	€			
A	<u>Sub-Contractor's Work</u>	€					
	The Sub-Contractors for the Works are responsible for ensuring that one set of the Sub-Contract Installation Drawings are retained on site and on which a record shall be kept by the Sub-Contractors, of the Works as actually installed. The Sub-Contractors are responsible for marking up and amending these drawings to incorporate variations which arise during the progress of the works as they occur. These drawings shall at all times, be available for inspection and checking by the CA. The Contractor shall be responsible for ensuring that Sub-Contractors carry out these responsibilities in accordance with the requirements of the Contract. The Sub-Contractors are responsible for preparing Record Drawings, the content of the drawings to be based on the information shown on the marked up and amended set of Sub-Contract Installation Drawings. The Contractor shall be responsible for obtaining copies of the Sub-Contractors Record Drawings and for submitted them, at a suitable date prior to Practical Completion, to the CA for comment. Once comment has been given the Contractor shall be responsible for passing on the comments to the Sub-Contractors and for obtaining and submitting copies of Sub-Contractors Record Drawings in the final format as described below.	Item					
B	<u>Operating and Maintenance Instruction Manuals</u>						
	The Contractor and Sub-Contractors for the Works are responsible for preparing and handing over suitable Operating and Maintenance Instruction Manuals. The Contractor shall be responsible for obtaining these documents from the Sub-Contractors and for submitting them to the Contract Administrator at a reasonable time prior to Practical Completion for comment. Once comment has been given the Contractor shall be responsible for passing on the comments to the Sub-Contractors and for obtaining and submitting final copies of the Manuals.	Item					
C	<u>General</u>						
	It should be noted that the Contractor and Sub-Contractors shall be responsible for ensuring the accuracy of the information given on their Record Drawings and in the Manuals and that any comment given by the CA will only be in respect of clarity and presentation.						
		53					
		To Collection	€				

C (Cont'd)	General	€	TIME RELATED			
			c	€		
	The provision by the Contractor of all the final Record Drawings and Operating Maintenance Manuals for all parts of the works, in a form approved by the CA will be considered to be an essential component of the works to be completed for the achievement of Practical Completion. Two copies of the Manuals must be provided. Record Drawings are to be provided in the following final format:- Two sets of CD/DVD's, current AUTOCAD format (not DXF) – Adobe PDF Three copies of top quality paper prints. - Purpose: The Building Manual (incorporating the Health and Safety File and Asset Register and subtitled accordingly) is to be a comprehensive information source and guide for the Employer and end users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely. - Scope: Details of the building manual and asset register procedures, building manual contents, schedules of building manual templates etc. are appended to this document. Allow for all costs in connection with the compilation of the building manual and assets register in the required format and detail. - Responsibility: The Building Manual is to be produced by 'Principal' Contractor and must be complete no later than 2 weeks prior to Completion. - - Compilation: The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to the Architect for comment by the PSDP and for delivery of the Employer. - Prepare all information for Contractor designed or performance specified work including as-built drawings. - Obtain or prepare all other information to be included in the Manual. - Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.					

	€		TIME RELATED			
			c	€	c	
C (Cont'd)	<u>General</u>	Item				
	- Final copies of the Manual: - Number of copies: 2 + 1 - Format: Two paper, one electronic - Latest date for submission: Two weeks before the date for completion stated in the contract. - As-built drawings and schedules: - Number of copies: Two (paper copies folded) one electronic					
A	<u>Submission of contractor information</u>					
	Before the submission to the Design Team for comment the Contractor is responsible for checking the content of all fabrication drawings as follows:- To ensure all requirement of the specification are met as schedules in specific NBS Sections along with drawn information requirements. To ensure dimensional information accords with design information and, if not, an explanation is provided as to why not. The Design Team are not responsible for cross checking dimensional information on Contractors drawings unless a site tolerance problem is highlighted or there is a highlighted inconsistency error or divergence on design information. To ensure co-ordination with interfacing by “other Sub-Contractors” and compliance with specification and drawn requirements of the Contract. If the Contractor believes further information is required from the Design Team to explain or amplify these interfaces, he must request this information from the CA in suitable time to ensure interfaces, he must request this information from the CA in suitable time to ensure interfaces are properly co-ordinated in fabrication drawings.					
	55	To Collection		€		

			TIME RELATED			
			c	€	c	
A (Cont'd)	€ SUBMISSION OF CONTRACTOR INFORMATION If submitted fabrication information differs from the specification/drawn requirements, the Contractor is responsible for making a request for substitution or change along with the submission of drawings. The Contractor is responsible for checking Design Team comments on drawings and if in his opinion these comments are considered to involve a variation, a request for formal instruction must be made prior to manufacturer. Any claims for extra costs relating to works indicated on fabrication drawings or due to comments made by the Design Team will not be entertained unless this procedure is adhered to. The Design Team will be commenting on technical content and compliance with contract requirements in general terms. Responsibility for approving Sub-Contractors drawings lies with the Contractor. The Contractor must arrange for Contractor's information to be issued in an agreed timescale according to an agreed information release schedule. Providing information is issued in a manageable fashion, the Design Team will undertake to make comment within 14 days of receipt of drawings. It should be noted that a large volume of drawings issued in one deluge without prior warning may mean that it will not be possible to process these within the 14 day limit of the Contractor must account for this programme his Sub-Contractors Works.	Item				
	<u>Progress Meetings</u> Site progress meetings will be arranged for the same time each month or at such times as deemed necessary by the Contract Administrator. Progress Meetings shall be conducted by the Contract Administrator and attended as relevant by the Client, Design Team, Clerk of Works, Main Contractor and Subcontractors and Suppliers. Progress meetings shall be for the purpose of dealing with matters relating to the administration of the Contract.					
A	56 To Collection €					

			TIME RELATED			
			c	€	c	
A	Progress Meetings (Cont'd) The Contractor or his representative shall attend Progress Meetings. The Contractor shall inform Subcontractors and Suppliers that their attendance at Progress Meetings is required as appropriate. The Contract Administrator shall take minutes of Progress Meetings and distribute them to the appropriate persons. The Contractor shall be represented at meetings by the Contracts Manager, M&E Services Co-ordinator and the Site Manager and any other representatives required by the Contract Administrator and shall ensure similar representation of sub-contractors and suppliers as and when the Contract Administrator requires. Representatives attending meetings shall be deemed to have authority to speak for and commit the Contractor or the sub-contractors or suppliers whom they represent. They shall be deemed to be aware of all relevant information about the project and the activities of their organisation, including the activities which they plan to carry out during the subsequent two months. If, subsequent to a Progress Meeting, the Contractor and/or sub-contractors and/or suppliers expect to be prevented from carrying out any action arranged at such a meeting, the Contractor shall notify the Contract Administrator immediately and explain the reasons in writing. The Contractor will be required to present the following information at each Progress meeting:- - Health & Safety Report - Progress report. - marked up programme with "time now" line at monthly intervals. - Information release schedule for comparison with information required Schedule. - Sub-Contractors procurement report. - Updated Procurement Schedule. - Status of rolling final account. The appointed Contractor is required to prepare weekly 'Look Ahead' reports in an agreed form (template to be agreed at the start of the meeting). These 'Look Ahead' reports shall be submitted to the Employer and the Contract Administrator each Thursday for the entire duration of the Contract.	Item				
	57 To Collection €					

		TIME RELATED		FIXED	
	€	c	€	c	
A	<u>Contractors Technical Meetings</u> The Contractor shall hold and minute Contractors Technical meetings at monthly intervals during the period of Contract, at which the Design Team shall have the option of being present. The Contractor shall be represented at meetings by the Contracts Manager, the Services Coordinator and the Site Manager and any other representatives required Contractors Coordination meetings shall be for the purpose of dealing with matters relating to the coordination of the various components and installations and the scheduling and sequencing of all works at each stage. In particular the Contractor shall ensure that services sub contract installations within the works are fully coordinated through the Contractors appointed Services Coordinator in advance of the commencement of each element of the works. The Contractor shall take minutes of Contractors Coordination Meetings and distribute them to the appropriate persons. Technical meetings should be held on site by the contractor with his sub-contractor prior to the main progress meetings to facilitate accurate reporting at the main progress meeting. The Contractor shall provide within his Progress Report, progress Photography and digital size monthly during the Contract Period. These photographs are to record the progress of the works and where necessary. Any fixed locations that the photographs are to be regularly taken from are to be agreed with the Architect. The Contractor shall prepare one copy of a bound conclusive chronological photographic study to the Architect at Practical Completion. The Contractor is required to report in writing to the Architect at the site progress meetings in the form set out below:- <u>Contractor's Report to Architect</u> Name_____ Report No_____ Name of Contractor _____ Date_____				
		Item			
	58	To Collection	€		

	€		TIME RELATED			
			c	€	c	
A	<u>Progress Meetings</u>					
	1. Completion Date. With note of any extension of time agreed or now claimed, with reasons.					
	2. Progress Programmed and Progress Achieved on a percentage basis with comments and reasons where behind programme and note of action being taken.					
	3. Labour, Plant and Materials. Note on any shortage and action being taken.					
	4. Sub-Contracts. Note of any difficulties or delays with action being taken.					
	5. Information Required. Note of any information or instructions required in adequate time to maintain progress as programmed and in accordance with the Information Release Schedule.					
	6. Details of all variations issued and details of all anticipated variations required to complete the project.	Item				
B	<u>Control of time</u>					
	Preparing, submitting and monitoring programmes					
	Two copies of the Master Programme Chart shall be forwarded to the Architect within one week of appointment of the Contractor, and one copy displayed in the Site Office and kept up to date by the regular recording of progress. This programme shall be modified or re-drafted and two copies of the revised Master Programme presented to the Architect within 14 days of any decision being taken by the Architect under the Conditions of Contract.					
	Approval in principle by the Architect shall not absolve the Contractor from his responsibility to programme, co-ordinate and progress the works properly. The Contractor shall take such steps as are necessary at all times to ensure that the work is carried out and controlled in such a way that the Contract is completed by the Date for Completion or "Target Date" or within any extended time fixed under the Contract. Should the work become delayed for any reason, the programme is to be updated in a manner which will take account of the delays and of any extended time for completion	Item				
	59	To Collection €				

			TIME RELATED			
			c	€	c	
A	<u>Information Release Schedule</u> Not required					
B	<u>Timing of ordering materials</u> The Contractor shall accurately ascertain the delivery period of all materials required for the Works and shall be responsible for placing orders in sufficient time to ensure that all materials are available when required. Procurement schedules are to be provided with lead in dates and latest order dates as part of tender return and updated during the construction project.	Item				
C	<u>Winter Building</u> The Contractor is reminded of his obligations under the Conditions of Contract to use constantly his best endeavours to prevent delay in completion of the Contract. He shall take all reasonable steps during periods of inclement weather including providing screens, tarpaulins, insulating mats, heating, etc. The extent to which the Contractor has taken these precautions will be taken into account by the Contract Administrator when assessing any extension of time for completion of the works	Item				
D	<u>Control of Cost</u> Submission of information relating to interim valuations In order to assist the Quantity Surveyor in his preparation of interim valuations the Contractors shall prepare a list of unfixed materials and goods on site In addition the Contractor shall disclose whether any materials or goods are subject to any reservation of title inconsistent with the unconditional passing of property to the Contractor.	Item				
	60	To Collection		€		

			TIME RELATED			
			c	€		
A	€ <u>Giving notice before covering up work to be measured</u> Give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured	Item				
B	<u>(Estimated) Cost of Variations</u> If the Contract Administrator issues details of a proposed instruction with a request for an estimate of cost, the Contractor will submit such an estimate in accordance with Change Control Procedures. The estimate of cost shall identify any associated programme or design implications and is to include the cost of any re-sequencing, delay, design work etc. Unless specific amendments to the contract completion dates have been instructed to the contractor by the Architect, then no claim for any additional preliminaries or management costs will be accepted for any variations, irrespective of their nature or scope.	Item				
C	<u>Final Account</u> The Contractor must provide the Quantity Surveyor within 2 months of Practical Completion of the Works, all information required by the Quantity Surveyor to produce the final account. This shall include all relevant sub-contract information and preliminaries costs and shall be subject to the scrutiny and approval of the Quantity Surveyor prior to making a recommendation to the Contract Administrator. It is a requirement of the Employer that all Final Accounts are completed within 6 months of the date of practical completion.	Item				
D	<u>VAT</u> The Contractor shall submit with his final account a statement of VAT. <u>VAT on interim certificates will only be paid on the production of a bona fide VAT invoice.</u>	Item				
61 To Collection €						

			TIME RELATED		FIXED		
			c	€			
A	€ SUBMISSION OF DAYWORK VOUCHERS <u>Dayworks</u> Variations required by the Contract Administrator shall only be paid for at Daywork Rates where work cannot be properly measured and valued or an otherwise fair valuation be made. The Contract Administrator or his authorised representative's signature on daywork sheets is only a verification of the labour and plant employed and materials used. The signature does not imply that the work referred to on the said daywork sheets will be so valued by the Quantity Surveyor or that the times spent and materials used are an economic use of resources and can therefore be a fair basis for valuation. The decision to value variations on dayworks basis will be at the sole discretion of the Quantity Surveyor who will ensure that all sheets submitted to him represent a fair valuation for the work undertaken	Item					
B	Payment for Overtime Working Except as may be otherwise provided in the Conditions of Contract no additional payment will be made in respect of overtime working unless specifically ordered in writing by the Contract Administrator. When overtime working is so ordered the Contractor will be paid the nett additional cost of wages of tradesmen and labourers so employed when the Conditions of Contract will apply. In the case of Sub-Contractors, an amount will be included in their accounts to cover the cash discount allowable to the Main Contractor as provided for in the Conditions of Contract. The Contractor must identify as part of their tender submission their costs and requirement for out of hours working.	Item					
62		To Collection	€				

	€		TIME RELATED			
			c	€	c	
A	<u>Provisional Quantities/Sums</u>					
	All provisional quantities/sums shall be used at the discretion of the Architect and, if not expressly instructed in writing by the Architect to be used, shall be deducted as they stand either wholly or in part, as the case may be, without any allowance to the Contractor for profit	Item				
B	<u>Prime cost sum (PC Sum) –</u>					
	Prime cost sums are a sum of money included in a unit rate to be expended on materials or goods from suppliers. It is a supply only rate for materials or goods where the precise quality of those materials and goods are unknown. PC Sums exclude all costs associated with fixing, waste or installation, all ancillary and sundry materials and goods required for the fixing or installation of the materials or goods, subcontractor's design fees, subcontractor's preliminaries, subcontractor's overheads and profit, Main Contractor's design fees, preliminaries and overheads and profit. The contractor will include for these elements within this tendered rates	Item				
B	<u>Valuation</u>					
	The Contractors shall give any Sub-Contractors notice of the valuations dates to facilitate the preparation of valuations	Item				
C	The release of half monies of retention at Practical Completion will be subject to the provision of the complete Building Manuals and Health and Safety File. The Contractor is required to pass same said File to the PSDP before any retention monies are released.	Item				
D	<u>Valuation Dates</u>					
	The Contractor will be required, upon contract award, to provide a schedule of all proposed Interim Application dates as per the Contractors Programme. These dates will be agreed and incorporated within the Contract Documentation.	Item				
	63	To Collection	€			

	€		TIME RELATED			
			c	€		
A	A32 EMPLOYER’S REQUIREMENTS: MANAGEMENT OF THE WORKS					
	<u>Protection</u>					
	The Contractor shall allow for and maintain reasonable protection to the satisfaction of the CA of all of the Works until Practical Completion. This shall include protection of all works undertaken by the Contractor from damage. The Contractor shall detail within his tender the protection proposed for main elements. The Contractor shall allow for the removal from site of all protection on completion of the works. The Contractor shall be solely responsible for safeguarding the Works, materials and plant against damage and theft and he is advised to affect such additional insurance as is necessary to adequately cover such risks		Item			
A	<u>Cleaning</u>					
	The Contractor shall undertake a final clean of the complete building and site of all rubbish, debris and surplus spoil not required that may accumulate during the progress of the works and at Practical Completion to comply with the Architect’s and Consulting Engineers specific specification clauses and to the satisfaction of the Client.		Item			
	64	To Collection	€			

	€		TIME RELATED		FIXED	
			c	€		
A	<u>Construction Industry Acts and Regulations</u>					
	The execution of the Works and the completed accommodation shall comply with all Regulations and Statutory Requirements in all respects including but not limited to the following: a) Planning and other Local or Statutory Authority Approvals or requirements. b) Building Control Regulations 1997 to 2021 c)Construction Contracts Act 2013 d) Building Control Act 2007 e) Safety, Health and Welfare at Work (Amendment) Bill 2020, Safety, Health and Welfare at Work Act 2005 f) Factories Act 1955 g) Organisation of Working Time Act 1997 h) Building Control (Amendment) Regulations 2021 i) British Standards, Irish Standards, European Standards and Codes of Practice j) Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021 k) nZEB standard l) Air Pollution Act 1987 m) Safety, Health and Welfare at Work (Asbestos) Regulations 2006; Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulation 2010 n) The Chemicals (Asbestos Articles) Regulations 2011 o) Safety, Health and Welfare at Work Act 2005 p) Chemicals Acts 2008 and 2010 q) EPA Act 1992 r) Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016					
	65	To Collection €				

		TIME RELATED		FIXED		
		c	€	c		
A	€					
	A32 EMPLOYER’S REQUIREMENTS: MANAGEMENT OF THE WORKS					
	Safety in Industry Act 1980					
	q) Chemical Weapons Act 1997					
	r) Dangerous Substances Act 1972					
	s) European Communities Act 1972					
	t) Companies Act 1963					
	u) Any directions by any authority having legal powers to control the execution of the Works					
	v) Disability Act 2005					
	z) I.S. 10101:2020					
	aa) Codes of Practice as issued by the HSA https://www.hsa.ie/eng/Your_Industry/Construction/	Item				
<u>Deleterious Materials</u>						
A	The following materials shall not be incorporated within the Works					
	a) high alumina cement or concrete in structural elements;-					
	b) vermiculite plaster (unless it is established as being fibre free);					
	c) crocidolite, asbestos or asbestos products (as defined in the Safety, Health and Welfare at Work (Asbestos) Regulations 2006; Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulation 2010 & The Chemicals (Asbestos Articles) Regulations 2011;					
	d) calcium chloride in admixtures for use in mortar or reinforced concrete;					
	e) calcium silicate bricks or tiles;					
	f) woodwood slabs;					
66		To Collection		€		

	€		TIME RELATED			
			c	€	c	
A(Cont'd)	A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS					
	<u>Deleterious Materials</u>					
	g) sea-washed or sea-dredged aggregates, and/or naturally occurring aggregates for use in reinforced concrete which do not comply with British Standards , Irish Standards, European Standards and Codes of Practice and and/or naturally occurring aggregates for use in concrete which do not comply with British Standards , Irish Standards, European Standards and Codes of Practice, and/or sand or gravel for use in cement based products from a source not certified as lignite free any insulation product containing urea formaldehyde;					
	j) materials containing fibres of less than 3 microns diameter (materials containing fibre of larger than 3 microns in diameter will be sealed or otherwise stabilised to ensure that fibre migration is prevented);					
	k) polyisocynurate polyurethane foam unless used in sandwich proprietary wall panels;					
	l) bricks or blocks with more than 0.5% soluble sulphate content;					
	m) colliery waste as fill material;					
	n) slip bricks					
	p) concrete that may be susceptible to alkali/silica reaction;					
	q) proprietary open-web lattice joists or beams (nailable type);					
	r) timber trusses manufactured with truss plate connectors;					
	s) resin coated blocks;					
	t) lightweight or air entrained concrete blocks;					
	u) all tropical rainforest hardwoods, and plywoods formed from tropical hardwood or any species of unknown origin;					
	v) any product which contains Montreal-listed CFC gases or uses them in manufacturer;					
	w) PTFE fabrics (the use of PTFE as jointing tape in plumbing installation is permitted);					
	x) spectra glaze or similar pre-finished blocks;					
	67	To Collection €				

	€		TIME RELATED				
			c	€			c
A(Cont'd)	A32 EMPLOYER'S REQUIREMENTS: MANAGEMENT OF THE WORKS						
	Deleterious Materials (Cont'd)						
	y) bitumen coated polythene for use as a damp proof course;						
	z) pre-cast concrete floors or ribbed floors used at ground level;						
	z) lead or materials containing lead which may be inhaled, ingested or absorbed (except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant Statutory Authority);						
	aa) galvanised cavity wall ties;						
	bb) timber from non-sustainable sources;						
	cc) PCB transformers;						
	dd) Re-wireable fuses;						
	ee) Ionising lightning conductors;						
	ff) Chipboard other than as infill material to steel raised floor panels for sill boards or other non-structural elements;						
	gg) Special bricks cut from rectangular bricks;						
	ii) Pre-finished glazed concrete bricks;						
	hh) Any products that contain, or use in their manufacture, HCFC's;						
	ii) Substances not in accordance with British Standards, Irish Standards, European Standards and Codes of Practice and Codes of Practices at the time of specification within the Development.						
	jj) And/or other substances generally known or which ought to be known to the contractor to be deleterious at the time of specification including, without limitation, substances which have been published by the NSAI as being deleterious or not in accordance with the building standards products as per (gov.ie - Building standards (www.gov.ie) ; affecting health and safety or the durability of the works in the particular circumstances in which they are used.						
			Item				
		68	To Collection €				

	€		TIME RELATED		FIXED			
			c	€				c
A	<u>A33 EMPLOYER'S REQUIREMENTS: QUALITY STANDARDS/CONTROL</u>							
	<u>Standards of Materials and Work</u>							
	<u>Samples of products and work</u>							
	The Contractor shall supply at his own expense and without delay samples of workmanship, materials and manufactured articles proposed to be used in the works all as instructed by the Contract Administrator. The provisional approval of such samples by the Contract Administrator or his agent shall not relieve the Contractor from responsibility for any defects appearing subsequently. The Contractor shall remove, return or otherwise dispose of samples and packing materials as instructed by the Contract Administrator. The Contractor shall make provision in his programme for providing samples and mock-ups of materials and workmanship including allowance for the time required by the design team to select colours and finishes. The Contractor is referred to the specifications prepared by the design team for details of the samples to be provided under this contract. Samples are to be retained in good, clean condition on site for comparison with the works.							
	Item							
B	<u>Workmanship, Articles and Materials Generally</u>							
	All goods and materials if not otherwise specified shall comply with the British Standard, Irish Standards, European Standards and Codes of Practice which are applicable. Where standard exists for the goods and materials they shall be of quality consistent with the performance required. The whole of the Works shall be executed in the best and most workmanlike manner							
C	<u>Materials Testing</u>							
	The Contractor shall provide samples for testing of any materials or goods or any executed work as defined in the Conditions of Contract. Copies of all test Certificates must be issued to the Contract Administrator, Client Representatives and the Quantity Surveyor; with a further copy kept on site.							
		Item						

[illegible]

			TIME RELATED			
			c	€	c	
A	€ <u>Building Control (Amendment) Regulations 2021</u> The scheme will be subject to the requirements of the BCAR regulations. The contractor shall familiarise themselves of the requirements in respect of this legislation and the implementation of same for this project. The tenderers will be required to demonstrate their knowledge / understanding of the legislation and its implementation specific to this project and provide all Certificates of Compliance for Completion. The Contractor shall include as appropriate for complying with the Building Control Regulations current at the date of tender and all costs arising are to be included in this tender. The Contractor shall provide for and sign all Statutory documentation as required under the Building Control (Amendment) Regulations. All documentation must be maintained for the duration of the works and be made available upon request from the Assigned Certifier or any Building Control Inspector as required under same The Contractor must ensure that competent person(s) are assigned to oversee the general construction works and/or specialist works. The Contractor is allow for the completion of all inspections requested by the Assigned Certifier The Contractor is allow for the completion and provision of all ancillary certificates (including design certificates) requested by the Assigned Certifier Before commencement of the Contract, the Contractor will be required to confirm in writing all necessary compliance issues in compliance with the Building Control Regulations S.I. No. 229/2021. The Contractor shall ensure all sub-contractors prepare relevant documentation and comply to the said regulations.					
	71 To Collection €					

	€		TIME RELATED		FIXED	
			c	€	c	
<u>Preliminary Inspection Plan and Inspection Notification Framework</u>						
The Contractor's attention is drawn to the Preliminary Inspection Plan, to be included as part of the Tender Documents. The Contractor is required to incorporate this document into his programme for the Works. The Works must be available for inspection by the Assigned Certifier at the designated milestone as outlined in the Matrix.						
The Contractor shall co-operate with the Assigned Certifier in the preparation of the Inspection Notification Framework and shall provide him with all facilities required for access and inspection of the Works.						
<u>During the Works</u>						
The Contractor shall provide for all certificates, sub-certificates, ancillary certificates, warranties and tests as set out in the Inspection Plan and subsequently in the Inspection Notification Framework.						
The Contractor shall undertake to amend the Inspection Notification Framework as required during the course of the Works.						
<u>Interim Payments</u>						
The Contractor shall provide at each Interim Valuation the following information, where applicable:						
a) Draft ancillary certificates for works carried out and any work procured to be carried out during the next payment phase						
b) Notification of changes required to the Inspection Plan and any additional inspections required						
c) Schedule of inspections carried out by Ancillary Certifiers and copies of Inspection Reports						
d) Copies of required testing/samples or other evidence as identified by the Inspection Plan or Ancillary Certifiers						
e) Dated site progress photographs						
No claims for delay and/or additional expense will be considered						
72		To Collection		€		

	€		TIME RELATED			
			c	€	c	
D	under the contract due to delay by the Contractor in notifying all inspections identified in the Inspection Notification Framework, delays in completing Builders Inspections, delays caused by re-inspections or delays in providing Ancillary Completion Certificates, Declarations of performance, records and back -up documentation as set out. The onus to provide safe access to the Works for inspection by the Assigned Certifier lies with the Contractor <u>Completion of the Works</u> The Contractor is to note that the O&M manuals, including all asbestos removal certification, to be provided to the Client following completion of the works are required in a digital format. The cost of providing these digital manuals will be deemed to be included in the tender return. The Contractor is responsible for collating all required certificates, sub-certificates, ancillary certificates, warranties and tests and shall be satisfied that all Works have been carried out in accordance with the Building Regulations The Contractor shall co-sign the Statutory Completion Certificate as required under the Regulations, 5 weeks prior to the Completion date. The Certificate of Practical Completion may be withheld until such time that the Works have been registered successfully on the Building Control Management System. In this regard prior notification of completion to the Building Control Authority shall be required 4/6 weeks in advance of completion. The Contractor shall provide all completed and/ or prospective documentation and confirmation for which the Contractor is responsible for to the Assigned Certifier. The cost of any delay to the issuance of the Certificate of Practical Completion due to any delay by the Contractor to provide documentation, as required and set out in the Tender Documents, prior to that date, shall be borne by the Contractor. <u>Legionella</u> The Contractor is required to comply with the current legislation for the control of Legionella.	Item				
	73	To Collection €				

			TIME RELATED			
			c	€	c	
A	<u>Setting Out</u> At the commencement of the Contract, and as necessary during the Contract the Contractor shall set out and level the Works, and shall provide all instruments and attendance required by the Contract Administrator for checking this work, provide all necessary temporary (or permanent) bench marks, rods, stakes, lines, levels and theodolites and for taking all necessary levels and angles required for the setting out of the Works All setting out of the Works, shall be approved by the Contract Administrator before the commencement of the relevant building operation. Item					
B	<u>Examination of Work</u> All Plasterer's, Painters', Mechanical and Electrical Installations and other work embracing more than one process shall be subject to examination and approval at each stage. Item					
C	<u>Removal and disposal of Asbestos</u> The attention of the Contractor is drawn to prior to carrying out any removal of asbestos the Contractor is required to notify the relevant authorities including the Health and Safety Authority of the works in advance and apply for any such licences . A licensed asbestos removal Contractor must visit the site immediately prior to commencement of asbestos material removal and satisfy himself that such operations can commence without the creation of any hazard arising out of his activities. A fully detailed risk assessment and method statement (site specific) will be required for assessment by the Client/PSDP. Work involving removal or repair of asbestos coating shall comply with Safety, Health and Welfare at Work (Asbestos) Regulations 2006, the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulation 2010 and the Chemicals (Asbestos Articles) Regulations 2011. The attention of the contractor is also drawn to his responsibilities under the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021.					
	74	To Collection		€		

	€		TIME RELATED		FIXED		
			c	€			
C (Cont'd)	<u>Removal and disposal of Asbestos</u>						
	Before such work is commenced the Contractor shall submit for approval by the Contract Administrator a copy of the licence issued by the Health and Safety Authority permitting the work to be executed, either by the contractor or an approved sub-contractor, in compliance with the Asbestos Regulations. The contractor shall ensure that application for the Licence is made to the Health and Safety Authority at least 14 days before the work is due to commence, being the period normally required by the licensing regulations and shall give all notices required by the Health and Safety Authority at the appropriate times, to ensure that the building programme is not delayed by the work on asbestos. Work shall be in accordance with the approved Code of Practice and guidance Note by the Health and Safety Authority and as appended to this document. The Contractor must ensure that any firm carrying out any work which involves asbestos removal holds a valid licence in accordance with the Safety, Health and Welfare at Work (Asbestos) Regulations 2006, the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulation 2010 and the Chemicals (Asbestos Articles) Regulations 2011. The Contractor will be required to produce evidence by way of copies of the consignment documentation to demonstrate that all asbestos has been disposed of off site in accordance with the Safety, Health and Welfare at Work (Asbestos) Regulations 2006, the Safety, Health and Welfare at Work (Exposure to Asbestos) (Amendment) Regulation 2010 and the Chemicals (Asbestos Articles) Regulations 2011 to an approved Licensed disposal site. Payment for disposal of asbestos or other contaminated materials may be withheld from any Interim or Final Payments until such evidence has been produced and verified. It is a further legislative requirement that all asbestos works be inspected and tested by an Independent INAB accredited company, appointed by the Client.	Item					
	75	To Collection	€				

	€		TIME RELATED			
			c	€		
A	A34 EMPLOYER'S REQUIREMENTS: SECURITY/ SAFETY/PROTECTION					
	EMPLOYERS REQUIREMENTS OR LIMITATIONS					
	<u>Noise, Vibration and Dust Control</u>					
	The Contractor shall take all reasonable measures to reduce to a minimum noise, dust and vibration disturbance resulting from the carrying out of the works given the adjacent residential properties, Employers properties and other neighbouring buildings. Noise levels from the Works: A maximum measured $L_{Aeq(15min)}$ noise level 65 dB(A) when measured at a distance of 2m from the source. Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. Restrictions: Do not use: • Pneumatic drills and other noisy appliances without the consent of the CA outside the hours of 9.00am and 5.00pm Monday to Friday. This direction may vary depending on the nature and location of the works. • Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance. Quiet Periods: Refer to Preliminaries Amendments. When pneumatic drills are required they should be Muffled Cover drills or equivalent incorporating built-in silencing equipment. All compressors should preferably be electrically driven and are to be screened with well constructed acoustic materials. Provide for taking all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes. Provide for complying with all other statutory obligations not hereinbefore mentioned including EU Directives.					
	76	To Collection	€			

	€	TIME RELATED		FIXED		
		c	€			
A (Cont'd)	A34 EMPLOYER'S REQUIREMENTS: SECURITY/ SAFETY/PROTECTION					
	<u>Noise, Vibration and Dust Control</u>					
	Monitoring of buildings adjacent to the site is required during the works and in particular during all demolitions and piling operations.					
	Tenderers are directed to the Structural Engineers Specification for further information with regard to the project requirements with regard to noise, vibration and dust control.					
	The Contractor must comply with the Local Authority Advice Note for Construction and Demolition Sites and note restrictions on construction work as described therein.					
	Particular attention shall be given to the reduction of noise, dust, sitting of materials and any other matters arising which would affect the adjacent properties. The Contractor shall comply with the Local Authority Bye Laws and requirements in relation to noise and pollution.					
	The Contractor should note that all reasonable measures are taken to minimise disruption and disturbance to the surrounding properties.					
	With regard to the control of dust, the Contractor shall adopt the methods outlined in the Building Research Est. Booklet "Control of dust from construction and demolition activities" to provide the highest level of control possible.					
	The Contractor will be required to monitor vibration to the site and any impact on boundary walls and adjacent property prior to, during and upon completion of the works. The contractor will be required to record vibration levels and stop works, should these pose a risk to any properties.					
77		To Collection		€		

		€	TIME RELATED		FIXED
		c	€	c	
		A34 EMPLOYER'S REQUIREMENTS: SECURITY/ SAFETY/PROTECTION			
A (Cont'd)	<u>Noise, Vibration and Dust Control</u> The contractor shall provide vibration monitoring stations at key points including at the site perimeter. These will be set up to take automatic readings at regular intervals as defined in the Structural Engineers Specifications, to ensure that any vibration etc is within acceptable limits as defined in the structural engineers specification and will trigger an alarm if this is exceeded. If there is evidence of movement or cracking in the properties, special monitors (tell-tales) shall be provided so that any changes can be identified and immediate action taken. The contractor will be responsible for making good any damage caused to existing properties and paying all associated costs as a result of their works and will be deemed to have included for all such requirements in their tender.	Item			
A	<u>Prevention of Dust</u> The Contractor's attention is drawn to the necessity for avoiding the spread of dust indiscriminately on the site or adjacent property as a result of the proposed works, the contractor shall take all reasonable measures to 'damp down' and use other dust control measures during construction works. The Contractor shall be aware of the prevailing winds and take prevention measures to avoid disposal of dust and debris from the works. The Contractor must protect the air intakes on the Mechanical Plant in and on adjacent buildings to prevent ingress of dust. The Contractor will be required to wash down the building façade and clean the windows of the properties immediately adjacent to the site following completion of the works and prior to the issue of the Practical Completion Certificate. The booklet "Control of dust from Construction and demolition activities" published by BRE Bookshop gives guidance on the methods which may be adopted to control dust. The contractor shall adopt the methods outlined in this booklet to provide the highest level of dust control possible.	Item			

	€		TIME RELATED		FIXED		
			c	€			
A	A34 EMPLOYER'S REQUIREMENTS: SECURITY/ SAFETY/PROTECTION						
	<u>Trespass and Nuisance</u>						
	The Contractor shall take all reasonable means to avoid inconveniencing the adjacent properties and adjoining neighbouring buildings. No person employed on the works shall be allowed to trespass upon adjoining properties and the Contractor shall indemnify the Employer against any claim or action for damages arising out of any trespass or other misconduct on the part of any such person. The Contractor will not be permitted to access any areas outside of the proposed site boundary or outside of the proposed designated access route to the Works without prior written permission from the Contract Administrator or Client. The Contractor must ensure that all operatives do not trespass outside these areas without prior permission or by agreement with the Employer The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, debris, rubbish, vermin, dust or dirt laden water from cleaning and cutting operations and other causes. The Contractor must also ensure no radios are used on the site, no cat calling or whistling will be tolerated. The Employer reserves the right to have site personnel excluded from the site for poor standards of behaviour. If the contract involves any works or services which you perform on Employers premises, then the following conditions shall apply: [a] You shall ensure that you and your employees, your sub-contractors and their employees, and any other person associated with you, will adhere in every respect to the obligations imposed on you by current safety legislation. [b] You shall ensure that you and your employees, your sub-contractors and their employees, and any other person associated with you, will comply with any regulations that the Employer may notify to you in writing.						
	79	To Collection	€				

	€		TIME RELATED		FIXED		
			c	€			
A (Cont'd)	A34 EMPLOYER'S REQUIREMENTS: SECURITY/ SAFETY/PROTECTION						
	<u>Trespass and Nuisance</u> [c] If, in the opinion of the Employer, you or your employees, your sub-contractor or their employees, or any other person associated with you, are engaged in misconduct or inappropriate behaviour or are incapable for any reason of carrying out the duties required, or if it is not in the public interest or the interest of the Employer for such a person(s) to be employed in connection with the Contract, then you will be required to remove the person(s) forthwith on being required to do so by the Employer, and the person(s) shall not again be employed in connection with the Contract without the written permission of the Employer.		Item				
A	<u>Precautions against Fire</u> The Contractor shall take all reasonable precautions to prevent an outbreak of fire and to minimise the amount of any loss or damage caused by fire. To this end the Contractor shall comply with such instructions as may be given to him in writing from time to time by the Contract Administrator. There shall be a no smoking policy applied to the entire site. The Contractor shall comply with, at all times, statutory regulations which govern the storage of petrol, explosive or other materials brought on to the site, whether or not such regulations are binding on the Employer.		Item				
		80	To Collection €				

	€		TIME RELATED			
			c	€	c	
	EMPLOYERS REQUIREMENTS OR LIMITATIONS					
A	<u>Use of Tower Crane</u> The Contractor shall only be required to obtain all permissions for oversailing by cranes.	Item				
B	<u>Frost</u> Any work likely to be adversely affected by frost must not be carried out during the frosty weather. No concrete or mortar shall be mixed or placed in position when the temperature is below 2°C on a falling thermometer or below 1°C on a rising thermometer unless adequate and approved precautions are adopted.	Item				
C	<u>Survey of existing Roads and Footpaths, Boundary Walls, Trees, Existing M&E Services, Site Drainage and Site Levels</u> The Contractor is required to carry out a detailed survey of the existing site boundaries, roads and footpaths, boundary walls, trees, existing M&E services, site drainage and site levels prior to commencement of works. This shall include a uniquely referenced (date, location, condition, address etc) photographic record. This must be agreed with the Contract Administrator. The Contractor will be subsequently held liable for damage caused to any of these and the like etc by himself or his subcontractors and will be required to make good at his own expense and within the timescale identified and agreed by the Contract Administrator.	Item				
D	<u>Maintain Public and Private Roads</u> The Contractor shall maintain and protect from damage all public and private roads and shall keep the approaches to the Site clear of deleterious matter. Should any damage accrue by reason of the execution of this Contract the Contractor shall indemnify the Employer against all claims in respect thereof and shall himself make good, or pay for the making good of all such damage.					
	81	To Collection	€			

	€		TIME RELATED			
			c	€	c	
D (Cont'd)	<u>Maintain Public and Private Roads</u>					
	The Contractor will be held fully responsible for all expenses incurred due to spillage on the roads to the approaches of the site and must allow for cleaning all vehicles as required before leaving the site. The Contractor shall be required to keep all channels and gullies which may become blocked by reason of his works reasonably clear during the progress of this Contract. The Contractor shall ascertain for itself the nature of any An Garda Síochána and Traffic Regulation in relation to the routing of vehicular traffic, the parking of vehicles for unloading, the necessity of providing temporary road signs and lighting and any other special conditions which might arise in connection with the development of the site and is to allow for the cost of all these items in his tender. The Contractor shall comply with all An Garda Síochána Regulations and should allow here for doing so. The Contractor shall reimburse Local Authority or Dublin City Council's Roadworks Control Unit within twenty eight days of a demand the reasonable and proper cost of making good any damage to or moving any mud or debris from the adopted roads or pavements (and any services therein) adjoining the Site and which are under the control of and are in the responsibility of Local Authority, Dublin City Council's Roadworks Control Unit to clean and maintain (the condition of which roads pavements and services shall be evidenced by an agreed photographic and annotated survey completed prior to commencement of development) arising out of or by reason of the development of the site. Comply with such proper direction as may be given by the Council from time to time acting through their Chief Engineer or such officer appointed for the purpose with regard to the route to be followed by Contractors plant and equipment and vehicles entering or leaving the site.	Item				
	82	To Collection €				

	€	Item	TIME RELATED		FIXED		
			c	€			
A	<u>Watching and Protection</u>						
	The Contractor shall provide as required warning notices, lights, barriers, and watchman for the safety of life and property, at all times and when workmen are not actually on the site including week-ends and holidays.	Item					
B	<u>Maintain live services</u>						
	The Contractor shall be held responsible for any damage to existing Public Utility services. Where drawings show the approximate positions of existing services and the Contractor shall excavate with all due care and shall contact the appropriate body two working weeks prior to excavation in the vicinity of these. The Contractor shall take all the necessary precautions to support, maintain and protect any existing pipes, ducts, drains, sewers, services, overheads or buried cables, etc, during the execution of the works, to the satisfaction of the Architect and make good any damage and/or pay costs or charges in connection therewith. The Contractor shall notify the Architect and Statutory Authorities where appropriate, immediately any damage is caused to any services, cables, etc During the progress of the works the Contractor shall not interfere with the operations of existing services such as electricity, gas, water, telephone, buried cables or sewers, drains and ditches, both on site or adjoining, without the agreement of the Architect, and in the case of works of Public Utility Authorities and private owners without their permission. Save for those services identified to be diverted as part of the scope of works. No diversion of any of the existing services, etc other than as shown on the drawings, or described hereinafter, shall be carried out without the agreement of the Architect. Any temporary disconnections of the services, etc. which may be necessary in connection with the works shall be done at such time as may be directed by the Architect. The Contractor shall be responsible for maintaining close liaison with the Local Authority and the Public Utility Authorities so as to avoid any disruption of the existing services. The Contractor shall allow for taking all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the works.	Item					
	83	To Collection		€			

			TIME RELATED		FIXED		
			c	€			
A	<u>Security</u> € The Contractor shall throughout the Contract have sole responsibility for the security of the site, and of all buildings, equipment and materials, etc. thereon including the admission of persons to the site. If a Contractor proposes to use the services of a Security firm, he must submit the name and address of the firm to the Contract Administrator to obtain approval in writing before appointing the firm. The Contractor shall comply with all regulations made by the An Garda Síochána or other competent authority in the execution of this Contract.	Item					
B	<u>Protection of Work</u> The Contractor shall protect the Works, materials and plant against damage or theft including all necessary watching and lighting for the security of the Works and protection of the public. Provide shelter and fuel for any watchman so required. The Contractor must provide and maintain a securely fenced compound for the storage of materials. The Employer will not accept any claim for an extension of the Contract due to the loss or damage of materials due to inadequate fencing. The Contractor shall protect from injury from inclement weather all the works both internally and externally including the specialist works of Sub Contractors	Item					
84			To Collection		€		

		TIME RELATED		FIXED		
		c	€	c		
A	€ <u>A35 EMPLOYER'S REQUIREMENTS: SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING/USE OF SITE</u> <u>Employers requirements or limitations</u> <u>Use of the site</u> The Contractor shall not use the site for any other purpose than the carrying out of this Contract. He shall obtain the approval of the Contract Administrator for the siting of all temporary structures, temporary paths and roads, skips, material dumps, mechanical plant and machinery which are necessary for the execution of the Works and shall make good areas disturbed after removal of temporary works. The Contractor shall reduce to a minimum, all damage of the grounds by unnecessary dispersal of plant, materials, skips, site traffic, etc . Where damage has taken place, he shall make the ground surface good to match the surrounding surface as directed. The Contractor shall carry out the work to ensure that no damage is caused to boundary walls, adjacent or adjoining properties and he shall be responsible for the rectifying of any such damage at his own expense. The Contractor shall erect at the entrance to the site, signs warning the public, occupants of site etc that the entrance is in use by the Contractors and that care should be exercised. The signs shall be in Block lettering not less than 40 mm high, black and white background to the approval of the Employer.	Item				
	B		<u>Working Hours</u> The Contractor’s attention is drawn to the following hours of work which the contractor will be deemed to have adhered to and allowed for within their programme and tender:- Weekdays 07.00 am to 18.00 hrs* Saturdays 08.00 am to 14.00 hrs* Sundays None Bank Holidays None *As may be amended by planning conditions which take precedence. The Contractor shall be deemed to have allowed for strict observance of and restrictions on working hours (including delivery times) imposed by Local Authorities each day and the requirements of any statutory or other authority.			
		85	To Collection	€		

	€		TIME RELATED		FIXED		
			c	€	c		
B (Cont'd)	<u>Working Hours</u>						
	Whenever it is proposed to work overtime in addition to normal working hours in the building trade, the Contractor must give the Contract Administrator one week's notice, specifying times and types and locations of work to be undertaken. Any concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense						
	The contractor shall familiarise themselves with the proposed phasing of the works, wayleaves etc and rights of way required by Employer and Local Authorities.						
	The Contractor is deemed to have included for all potential restrictions on site access including for any road traffic management limitations and amendments as may be required from time to time.	Item					
A	<u>Restricted deliveries</u>						
	Provide for complying with any restrictions imposed by the An Garda Siochana with regard to plant deliveries or removals or material deliveries outside the working hours listed above; including provision for any consequential extra costs and obtaining the necessary permission from the Local Authority and the Contract Administrator.	Item					
B	<u>Advertisements</u>						
	The Contractor shall not affix any notice or advertisement to the Buildings or any site hoarding without the authority of the Architect and he shall remove any unauthorised advertisement or notice	Item					
C	<u>Use of finished areas</u>						
	Areas of the works which are floored or finished shall not be used as workshops, messrooms, storage places or for any other purpose unless permission is granted by the Employer or Contract Administrator.	Item					
	86	To Collection	€				

	€		TIME RELATED			
			c	€	c	
A	<u>Permit to Work</u> It is essential that no action of the contractor, his Sub-Contractors, working within the proposed site boundary or the adjacent/adjoining areas should result in disruption of existing Employer or adjoining owners property or services, without the prior knowledge and approval of the Contract Administrator. Should the Employer operate a Hot Works Permit procedure; The Contractor will operate this procedure at all time, except within new-build sites that are entirely within the control of the Contractor. Prior to the commencement of any such works the Contractor must first obtain a Permit to Work from the Employer Contractors are advised that all applications for permits must be made at least 10 working days prior to the expected date of commencement. The application must be sufficiently detailed and include all necessary accompanying documentation/ information to enable the Employer to make their assessment. Tenderers are required to make provisions within their programme for adequate time in order to secure all necessary permits to complete the works. Submission of a tender will be deemed acceptance of these conditions.	Item				
B	<u>Use or disposal of materials found</u> The Contractor shall not excavate for or use in the works or remove from site any sand, gravel, soil or the like except for such as are specifically required to be excavated and removed. Under no circumstances should any materials arising from the demolitions be used as ground floor fill unless written consent has been obtained from the Structural Engineer.	Item				
	87	To Collection	€			

	€		TIME RELATED			
			c	€	c	
A	<u>Fire Emergency Information</u>					
	The following information shall be stored in the fire cabinet at <i>(provide location)</i> and updated as necessary. – A set of drawings showing the location and extent of the construction site, the nature and location of fire detection equipment, the fire escape routes, the compartmentation strategy, the nature and location of fire fighting equipment, and any other information which may be relevant to the fire brigade. – Access arrangements for the site – Emergency contact details for the contractor and major sub-contractors. – The hazardous materials inventory	Item				
B	<u>Fire Prevention</u>					
	The Contractor shall be solely responsible for and shall take all reasonable precautions to prevent an outbreak of fire to minimise the amount of any loss or damage caused by fire. To this end the Contractor shall comply with such instructions as may be given to him in writing from time to time by the Architect. – The Contractor shall comply with any statutory regulations which govern the storage of petrol, explosives or other materials brought on to the site, whether or not any regulations are binding on the Employer. – Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with the following:- • Technical Guidance Document B - Fire Safety (2006) as issued by the Department of Housing, Local Government and Heritage • Building Regulations: Part B – Fire Safety:SI 115 of 2006-Part B – Building Regulations (Amendment) Regulations 2006 • Building Control Regulations 1997 to 2021	Item				
	88	To Collection		€		

			TIME RELATED		FIXED		
			c	€		c	
A	€ <u>Hazardous Materials</u> – The Project Supervisor for the Construction Stage on each major project construction site will now be required to maintain an inventory of the hazardous materials held on that site. – It is envisaged that the information will be provided by the contractor and updated by him on a monthly basis or when major changes occur on the information being held. – The inventory should be accompanied by a set of drawings showing the location of any hazardous materials. – The inventory and drawings should be held in a fire information cabinet for the site – The appointed Contractor will be required to specify the location.	Item					
B	<u>Cartridge Operated Fixing Tools</u> Cartridge operated fixing tools shall be designed, constructed and operated in accordance with BS, IS and EN standards. Each complete tool and its individual parts shall have satisfied testing by an approved Proof House. Tools shall not be operated unless fitted with a suitable splinter guard. Cartridges shall be clearly marked with the strength of the charge and only those corresponding to specifications issued by the maker of the tool shall be used. The use of these tools shall be so controlled as not to endanger life or cause damage to property. Cartridges shall be kept in a dry and secure store, and strict control kept on their issue to each operator. A count shall be made at the end of each days work of the spent and unspent cartridges, this count shall tally exactly with the amount issued. The number of cartridges brought into the building and the number taken away at the completion of operations shall also be taken and an exact balance struck. All cartridges, spent or unspent, shall be removed from the site on completion of the work	Item					
	89	To Collection €					

A	€	Making Good Defects, Urgent Repairs, replacements or remedial work	Item	TIME RELATED		FIXED		
				c	€	c		
		The Contractor's attention is drawn to the Conditions of Contract. The Contractor shall note that when making good defects during or at the end of the Defects Liability Period in many cases it will be impossible to carry out these works during normal working hours. The result of this could be that the making good of defects has to be carried out at weekends or in the evenings and due to the nature of certain facilities arrangements to carry out work will be subject to the co-ordination and agreement with the building occupiers/users and Employer. Where urgent repairs are required these must be undertaken within 24 hours of notification. The Contractor is requested to make the foregoing known to his Sub-Contractors.						
	90	To Collection	€					

A	€		TIME RELATED			
			c	€		
	<u>Practical Completion</u>					
	The Contractor shall give the Contract Administrator at least 10 days written notice of the anticipated date of Practical Completion of the whole or part of the works. The Contractor should note that Practical Completion in accordance with the Conditions of Contract will be considered as having taken place only when: i) the Works are fully completed to the satisfaction of the Contract Administrator subject to item vii); ii) all testing has been completed to the satisfaction of the Contract Administrator; iii) all workmen have vacated the site; iv) all surplus materials, plant and equipment, etc have been removed from the site; v) all defects apparent and notified to the Contractor before Practical Completion shall have been made good; vi) the site has been thoroughly cleaned to the entire satisfaction of the Contract Administrator including all accessible ducts and voids, remove all obstacles; deposits, efflorescence, rubbish and surplus materials; vii) Chemical and Hazardous Substances dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers; viii) 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. ix) In conjunction with the CA, carry out a thorough review of the completed building to ensure that there are no unsealed openings within the ground floor construction, drainage and service risers that would permit access for vermin. All openings to be sealed with sand/cement or metal plates to an approved detail. x) Temporarily remove and reinstate all manhole/access chamber covers following inspection by Client and CA/Civil Engineer. xi) Carry out and provide record of survey of existing and completed drainage installations for review by Client and Civil Engineer. The template for recording survey information is appended to this document. xii) Conduct and verify review of fire detection installation and confirm that all protective covers have been removed from heat/smoke detector heads at handover - record if covered/uncovered throughout works					
	91	To Collection €				

			TIME RELATED			
			c	€	c	
A	<u>Practical Completion (Cont'd)</u> € xiii) no further work of any respect will be required to fully complete the Works in accordance with the Contract with the exception only of any works accepted by the Contract Administrator as to be completed after Practical Completion or defects arising during the Defects Liability Period; xiv) the record drawings and the maintenance manuals described as being required at Practical Completion have been provided. xv) All statutory regulations have been complied with The Works will not be deemed to be ready for inspection by the Contract Administrator until they have been inspected by the Contractor and any defective items remedied. Written notice to this effect is then to be issued by the Contractor to the Contract Administrator. Thereupon a joint inspection will be carried out by the Contract Administrator and his representatives and the Contractor at which, if all parties agree, the work will be deemed Practically Complete and Certified accordingly	Item				
A	<u>Testing and Commissioning</u> The Contractor shall be responsible for testing and commissioning all systems installed by him in accordance with the requirements of the Design Team Specifications. The Contractor shall ensure that an adequate time allowance is made within the overall programme for carrying out all testing as set out in the tender documentation. A full testing and commissioning report shall be submitted to the Consulting Engineers and the Contract Administrator, for evaluation, when all systems and plant are operating in accordance with the specified design duties. After the evaluation of the contents of the Contractors testing and commissioning report, the Contractor will be required to demonstrate the operation of all the systems and testing and commissioning results will be witnessed then by the Contract Administrator and Consulting Engineers. Witnessing of testing and commissioning procedures will only take place once plant and systems are performing in accordance with the Specification, and data is recorded in the Testing and Commissioning Report described above.					
	92	To Collection		€		

	€		TIME RELATED		FIXED		
			c	€			
A	<u>Testing and Commissioning (Cont'd)</u>		Item				
	The Main Contractor shall provide all necessary attendances in connection with and during the commissioning period which may include dismantling parts of ceilings and re-erection, re-decoration of areas and making good by finishes, joinery, furniture/fittings etc. The Main Contractor must include for all costs in connection with providing M&E commissioning management tasks and procedures as required by the Service Engineer.						
A	<u>Use of Engineering Services Installations after commissioning and prior to the issue of the Completion Certificate.</u>						
	The use of the permanent heating and electrical installations other than for commissioning will not normally be permitted during the course of the Contract. The Contractor may, however, if he so wishes formally request in writing to the Employer through the Contract Administrator for permission to use the permanent heating installation for the `drying out' and /or maintenance of the fabric of the building and electrical installations to facilitate the final fitting out of the building.						
	The Employer does not undertake that the permanent installations or any associated service will be available.						
	When applying for permission to use permanent heating or electrical installations the Contractor shall furnish to the Contract Administrator a certificate endorsed by the Consulting Engineer to confirm that all part/s of the installation to be used including all controls (safety, operational and environmental) and the associated electrical installations have been properly completed and commissioned and that this commissioning has been witnessed and accepted by the Consulting Engineer.						
	The Contractor shall confirm that the installation is completed as though it was at early possession/completion stage.						
	The Contractor shall insure the Employer against any reduction in manufacturer's guarantees and warranties resulting from the use of the installations before the issue of the Completion Certificate guaranteeing they are not void and that a full 12 months guarantee and warranty will be available for all installations from the date of issue of the Completion Certificate.						
	93	To Collection	€				

	€	TIME RELATED		FIXED		
		c	€			
A	<u>Use of Engineering Services Installations after commissioning and prior to the issue of the Completion Certificate. (Cont'd)</u>					
	The Contractor will be responsible for the cost of all fuel, energy and water consumed by those installations and for the cost of operating, maintaining and supervising of the running of the systems up to the date of early possession/completion stage. If permission is granted for the use of Engineering Services Installations prior to the date of early possession/completion the following particular conditions shall apply to the respective installations. HEATING INSTALLATION The Contractor shall be responsible for the operation and maintenance of the heating installation and determining all environmental conditions for 'drying out' and/or maintenance of the fabric of the building throughout the period of use. The Contractor shall engage the mechanical Sub-Contractor to operate, regularly maintain and supervise the running of the heating system and shall be responsible for all costs in connection therewith. The extent of the Sub-Contractors work shall be a matter for negotiation between the Contractor and the Mechanical and Sub-Contractor subject to the agreement of the Consulting Engineer. The Contractor shall obtain approval from the Contract Administrator to operate the permanent heating installation, and this application for approval shall take the form of a written statement from the Contractor to the effect that in consideration of such approval being granted, he (the Contractor) undertakes as follows: 1.(a) That he will provide the fuel and pay the costs of the fuel. 2.(b) That he will provide and pay the costs of electricity for power and lighting in association with the operator. 3.(c) That he will extend and pay for extension of the warranty period on the plant (i.e. that the Employer will have a 12 month defects period for 12 months after the issue of the completion certificate for the project					
	94	To Collection		€		

	€		TIME RELATED			
			c	€		
A	<u>Use of Engineering Services Installations after commissioning and prior to the issue of the Completion Certificate. (Cont'd)</u>					
	i. HEATING INSTALLATION (Cont'd)					
	4.(d) That he will undertake to carry out the manufacturer's operation and maintenance instructions during the period of temporary operation.					
	5.(e) That he will provide a full maintenance service of all plant used in connection with the temporary operation of the plant and the chimneys immediately prior to handover to the Employer or immediately on cessation of temporary operation if there is a time lag between cessation of temporary operation and handover.					
	6.(f) That he will reinstate any part or parts of the system(s) necessary as a result of the use of part or parts of the system(s) in connection with the temporary operation.					
	7.(g) That under no circumstances shall any air system (i.e. air conditioning systems, plenum system, supply system or extract system - either central or local) be used in connection with the temporary operation.					
	In addition to the foregoing written undertaking, the Contractor will be required to furnish a written statement which provides:					
	1. The qualifications of the proposed attendant.					
	2. The duration of the proposed operating period - in days - in hours per day.					
	3. The purpose of the proposed temporary operation and that such said provisions will be conditions of any permission granted.					
	The Contractor shall also show that all plant he proposes to use in connection with the temporary operation is complete in all respects and commissioned to the satisfaction of the Contract Administrator prior to the said proposed use.					
	The foregoing provision is not intended to imply that the permanent heating installation is a necessarily suitable medium for the drying out, or that it will necessarily be available for this purpose from time to time as may be required. Such judgements are discretionary to Contractor and neither the Employer nor his agents accept any liability whatsoever for any assumptions made by the Contractor in this matter					
	95	To Collection	€			

	€		TIME RELATED			
			c	€	c	
A	<u>Use of Engineering Services Installations after commissioning and prior to the issue of the Completion Certificate. (Cont'd)</u> ii “REFURBISHMENT, RECOMMISSIONING, ETC” Prior to the issue of the Completion Certificate all Engineering Services installations which have been used other than for commissioning shall be refurbished as necessary, checked, and recommissioned to the Engineer’s satisfaction, so that at completion the installations will be as new. Any costs arising from compliance with these requirements shall be the responsibility of the Contractor. The Employer will not reimburse any loss or expense suffered by the Contractor resulting from delays due to a breakdown or other fault in the Engineering installations during the period of use nor will such delays be considered as grounds for an extension of the contract period. <u>A36 EMPLOYER'S REQUIREMENTS: FACILITIES/TEMPORARY WORKS/SERVICES</u> Maintaining temporary works, adapting, regular cleaning and subsequent clearing away and making good are deemed to be included in relevant items.	Item				
A	<u>Employers requirements or limitations</u> Sanitary Accommodation for the Workmen Provide properly screened and roofed sanitary accommodation for use of all workmen including those employed direct or by Sub-Contractors. The Contractor shall ensure that workmen use only the sanitary accommodation provided and no other place within the site or its neighbourhood	Item				
B	<u>Site Meeting Facilities</u> Regular site meetings will be held on site and facilities will be required for up to fifteen people. The Contract Administrator shall determine and give notice of such meetings (referred to elsewhere in these Preliminaries). The Contractor shall be responsible for arranging the attendance of any Sub-Contractors required to attend and also pay all costs in connection with the meetings including provision of refreshments.	Item				
	96	To Collection	€			

		TIME RELATED		FIXED	
€		c	€	c	
<u>A36 EMPLOYER'S REQUIREMENTS: FACILITIES/TEMPORARY WORKS/SERVICES</u>					
A	<u>Sanitary Accommodation</u> Provide and maintain in a clean condition sanitary accommodation for the Contract Administrator/Employer and his Representatives, either separate or shared with the contractor's supervisory staff. The accommodation must include an adequate number of appliances, wash hand basin with hot and cold water supply, with adequate heating, lighting and ventilation.	Item			
B	<u>Site Office for the Contract Administrator/Employer and his Representatives</u> The Contractor shall provide a temporary office and a separate meeting space of at a minimum of 20m ² each for the exclusive use of the Contract Administrator /Employer and his representatives, with good natural and artificial light, power sockets, telephone lines and computer data points and ventilation. The room should be complete with a table, 8 chairs, a desk and side table, a door with lock, and two keys, and have a filing cabinet. The room shall be cleaned daily and kept in a clean and tidy condition.	Item			
C	<u>Hoarding, Fans, Fencing etc.</u> a) Provide secure, dustproof and weatherproof screens and roofs with access doors as required for the proper execution of the work (including taking down and re-erecting from time to time as necessary). b) Provide, maintain, (including taking down and re-erecting from time to time as necessary) and remove at PC, any additional suitable hoarding will be erected by the Contractor around the Works, as agreed with Architect. The Contractor is to be responsible for keeping the works secure at all times. The contractor will be responsible for maintaining / redecorating the hoarding and for immediately removing all graffiti and posters for the duration of the works. Any areas of deep excavations within the site, must also have all appropriate hoardings and barriers	Item			
97		To Collection €			

[illegible]

	€		TIME RELATED			
			c	€	c	
A	Provide the following temporary buildings					
	a) Suitable shed or sheds, required by the Contractor or Sub-Contractors for the watertight storage of materials, plant and articles likely to suffer damage by expose to the weather and for the safeguarding of materials, equipment and articles liable to theft by reason of their value of scarcity Item					
	b) Suitable offices for foreman and site staff employed by the Contractor and capable of accommodating site meetings of approximately 12 persons Item					
	c) Suitable building to accommodate a Mess room for Workmen including those employed direct or by the Sub-Contractors with facilities for warming food and Drying Room with facilities for workmen's clothes Item					
	d) All surfaces on which any temporary accommodations has been standing shall be made good or re-finished to the satisfaction of the Architect. Item					
	e) The siting and location of all temporary works shall be subject to the Contract Administrator prior approval and thereafter shall be the responsibility of the Contractor unless otherwise directed, and the layout of temporary plant, equipment, huts, etc shall in no way relieve the Contractor of his responsibilities to complete the works or any responsibilities under the Contract. Item					
A	<u>Land Water, Soil and Rainwater</u>					
	The Contractor shall cut out or provide all necessary sumps, channels, etc provide and do all pumping etc, necessary for the drainage of the accumulated water from the site and shall provide all necessary temporary means for conveying soil and rainwater away from the roofs and adjacent areas affected by the Works and other parts of the building site Item					
B	<u>Shoring</u>					
	Provide, erect and maintain any shoring and strutting necessary for the safety of the adjoining buildings, street sewers, drains, party walls, boundary walls or other structures, remove when no longer required and make good any damage					
	Timber used for shores shall be good sound timber, suitable for the purpose and shall be treated with two coats of approved wood preservative Item					
C	<u>Goods and Materials from Suppliers</u>					
	The Contractor shall accept delivery, unload, store, hoist and fix the goods or articles in position and shall return packing materials to the Supplier carriage paid and obtained credit thereof. Item					
	99 To Collection €					

		€		TIME RELATED		FIXED		
				c	€	c		
A37 EMPLOYER’S REQUIREMENTS:								
<u>OPERATION/MAINTENANCE OF THE FINISHED BUILDING</u>								
A	<u>Employers Requirements</u>							
	The Contractor shall prepare or cause to be prepared during the construction period two copies print and one electronic copy of “as built” drawings and details showing the Contract Works as carried out in Autocad format. The Contractor shall ensure on completion of his Works that no sewer, drain pipe, cable duct or any other medium for the passage or transmission of soil water, gas, electricity information or other matter which does not exclusively serve the premises runs through over or under the site of the works.		Item					
B	The Contractor shall prepare or cause to be prepared during the Construction Period and not later than two weeks before the date for Practical Completion a copy of all operating and maintenance manuals, warranties and guarantees relating to the plant and equipment within the premises (a further copy being incorporated into the Health and Safety Files).		Item					
C	Provision of all information necessary to complete the Health and Safety File Providing two paper copies in a 4 ring binder and one electronic copy on DVD.		Item					

	€		TIME RELATED			
			c	€	c	
A	<u>A40 MANAGEMENT AND STAFF</u>					
	<u>Provided by the Contractor</u>					
	<u>Management and staff</u>					
	Maintain a Site Organisation under the full-time control of a Supervisor who is capable of assuming complete responsibility for a contract of this nature. Provide personnel conversant with Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021 and is capable of undertaking the PSCS role to undertake the following key requirements:- -Co-ordinate the implementation of the construction regulations by contractors; Organise co-operation between contractors and the provision of information; Co-ordinate the reporting of accidents to the Authority; Notify the Authority before construction commences where construction is likely to take more than 500 person days or 30 working days; Provide information to the site safety representative; Co-ordinate the checking of safe working procedures; Co-ordinate measures to restrict entry on to the site; Co-ordinate the provision and maintenance of welfare facilities; Co-ordinate arrangements to ensure that craft, general construction workers, and security workers have a Safety Awareness card, e.g. Safe Pass and a Construction Skills card (CSCS) where required; Co-ordinate the appointment of a site safety representative where there are more than 20 persons on site; Appoint a safety adviser where there are more than 100 on site; Provide all necessary safety file information to the PSDP; Monitor the compliance of contractors and others and take corrective action where necessary; Notify the Authority and the client of non-compliance with any written directions issued	Item				
	101	To Collection €				

		TIME RELATED		FIXED		
€		c	€	c		
A	<u>A41 SITE ACCOMMODATION</u> Maintaining temporary works, adapting, clearing away and making good are deemed to be included in relevant items <u>Provided by the Contractor</u> Site accommodation	Item				
102		To Collection €				

	€		TIME RELATED			
			c	€	c	
A	<u>A42 SERVICES AND FACILITIES</u>					
	Maintaining temporary works, adapting, cleaning away and making good are deemed to be included in relevant items					
	<u>Power and lighting</u>					
	The Contractor shall provide for all temporary lighting and power necessary for the works including the works of Specialist Sub-Contractors and including adequate artificial lighting for artists, tradesmen or others engaged by the Employer, and shall include adequate artificial lighting to all parts of the site as and when required to ensure that normal weekly hours can be worked on the site despite the loss of natural light, clear away on completion and make good all work disturbed. The Contractor shall pay for all electricity consumed except where stated otherwise (See "Drying Out"). Where electrical current is taken from an AC supply for temporary lighting or portable plant, the installation, portable plant, portable leads and apparatus shall comply with IEE and Supply Authority's Regulations. The Contractor shall submit to the Contract Administrator, for prior approval his proposals for a supply of electricity before entering into any agreement with the Supply Authority. The Contractor shall connect his installation to the temporary electricity supply (normally 230/400 volts <u>single phase or three phase</u> as required 4 wire 50 Hz ACO) by means of a conveniently situated switch or circuit breaker, whereby all phases or poles of supply, excluding the neutral, can be disconnected when the installation is not in use. The temporary lighting installation shall comprise TRS or PVC cables, festoon pattern lampholders, lamps, fuseboards, switches, etc., as required. Lighting points shall be located to give adequate illumination through the site, particular attention being given to stairways, gangways, entrances, etc.					
	103	To Collection €				

	€		TIME RELATED			
			c	€	c	
A (Cont'd/...)	Power and lighting					
	(Cont'd/...)					
	The temporary power installation shall comprise hoseproof pattern socket outlets and terminations; TRS or PVC cables, fuseboards, switches, etc. Power socket outlets shall be mounted on structural columns and distributed evenly throughout every floor to avoid the use of long trailing flexible cables to portable equipment. All temporary cables shall be adequately supported by suitable clips and installed at high level clear of doors, entrances, gangways, etc. and where exposed to mechanical damage shall be adequately protected against such damage. The installation and components shall comply with the requirements of:- a) Health and Safety Authority acts and associated guidance b) The current edition of the NSAI Regulations for National Rules for Electrical Installations c) The Electricity Supply Authority. d) The current appropriated BS, Is and EN standards and Code of Practice for Electrical Installations.					
	104	To Collection €				

	€		TIME RELATED			
			c	€	c	
A (Cont'd/...)	Power and lighting					
	In complying with the regulations the Contractor shall:-					
	i) Appoint a competent person to be in charge of the installation who shall accept full responsibility for the installations, its use and maintenance and for any alteration of extension. He shall also be responsible for carrying out routine tests in accordance with Statutory Regulations for temporary installations. The Contractor shall supply all labour and instruments and accuracy of the tests shall be demonstrated to the satisfaction of the competent person.					
	The name and designation of this person shall be displayed prominently close to the main switch or circuit breaker.					
	ii) Indicate the voltage present on each piece of equipment apparatus, socket outlets, switches, fuseboards, etc. by means of suitable engraved labels, fitted on or adjacent to each item in a prominent and obvious position. The letters on each label shall be of a suitable size and labels shall be constructed from a robust indestructible hard wearing material such as laminated plastic, etc.					
	In general the electricity supply to:-					
	a) Temporary lighting installation shall be 110 volts with a maximum voltage to earth of 55 volts derived from a double wound transformer.					
	b) Portable electric tools shall be 110 volts with a maximum voltage to earth of 55 volts derived from a double wound transformer.					
	c) Portable electric handlamps shall be 25 volts with a maximum voltage of 12.5 volts to earth, derived from a double wound transformer.					
	105	To Collection €				

A	€		TIME RELATED			
			c	€	c	
A (Cont'd/...)	<u>Power and lighting</u>					
	Should the Contractor wish to use mains voltage equipment he must obtain the prior approval of the Contract Administrator and the Engineer. The Contractor shall ensure that all equipment, i.e. tools and lamps, etc. operating at 110 volts or less, are stored in a locked room accessible only to authorised personnel to avoid the misuse of such equipment by connecting it to the mains voltage. The wiring systems shall be either heavy duty rubber compound cable type or heavy duty polychloroprene cable or PVC type insulated and sheathed cables. Cables shall not be less than 1.5 sq mm and separate earth continuity conductors shall be not less than 4 sq mm. All lampholders, lamps, socket outlets, plugs and equipment, etc. used on the temporary lighting and power circuits (25/110 volts 50 Hz AC) shall be non-interchangeable with those used for low or medium voltage circuits (230/250 volts, 50 Hz ACO) Where a mains electricity supply cannot be made available by the Supply Authority in time to permit the Contractor to comply with his obligations under this Item the Contractor shall arrange for a portable generator set to be provided for site electricity. The provisions for the distributions of electric power from a generator shall be comparable in every way with those where a mains electricity supply is used. The Contractor shall pay for the hire of the generator set, for its attendance and maintenance and for the fuel used.	Item				
	106	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	Power	Item				
B	Lighting	Item				
C	Fuels (excluding fuels for testing and commissioning)	Item				
D	<u>Water</u> The Contractor shall provide a clean fresh water supply for the works including the works of Sub-Contractors and comply with any regulations or instructions which may be issued from time to time with a view to prevention of waste and safeguarding the supplies to other consumers. He shall provide and remove on completion all necessary tanks, barrels and temporary plumbing required for proper distribution over the site and pay all charges	Item				
E	Telephone and administration	Item				
F	<u>Safety Health and Welfare</u> The Contractor shall ensure that all welfare and safety measures required under or by virtue of the provisions of any enactment or regulation or the working rules of any industry are complied with. He shall provide adequate protective clothing and equipment and take all other reasonable precautions for the safety health and welfare of workpeople and in particular he shall arrange for Industrial Safety Helmets to EN standards (kitemarked) to be provided for use of all personnel on site, including Sub-Contractor's Staff, who could be in danger of head injury. The Contractor will be expected to use his best endeavours to ensure that helmets are worn, when necessary, by all personnel on site					
	107	To Collection	€			

	€		TIME RELATED			
			c	€	c	
F (Cont'd/...)	<u>Safety Health and Welfare</u> The Contractor shall generally provide and maintain all necessary facilities for his own employees and those employed on the site by Sub-Contractors and in particular he shall provide and maintain sanitary equipment consisting of a suitable number of water or chemical closets and facilities for washing hands. All temporary sanitary arrangements shall be to the approval of the Architect.	Item				
A	Storage of materials	Item				
B	<u>Rubbish disposal</u> Legal Compliance - The Contractor is required to ensure that all movements of waste are conducted in accordance with the requirements of all relevant waste legislation, in particular:- Waste Management Act 1996 and amendments and subordinate regulations; Litter Pollution Act 1997 and amendments and subordinate regulations; The Planning & Development Act 2000 and amendments and subordinate regulations; The Environmental Protection Act 1992 and amendments and subordinate regulations; The Dublin City Development Plan 2016-2022; Eastern-Midlands Region Waste Management Plan 2015-2021; Air Quality Monitoring and Noise Control Unit's Good Practice Guide for Construction and Demolition; Best Practice Guidelines on the preparation of waste management plans for construction and demolition projects; Department of the Environment and local Government 2006; Construction and Demolition waste management - A hand book for contractors and site managers, FAS and the construction industry federation 2002.					
	108	To Collection	€			

	€		TIME RELATED			
			c	€	c	
- The Employer expects the successful contractor to prepare all associated Duty of Care Transfer Notes and Hazardous Waste Consignment Notes on the Employer's behalf. Annual season tickets are the preferred choice for frequent collections at the same locations of non-hazardous waste. The Employer requires the Contractor to prepare an outline Construction and Demolition Site Waste Management Plan at the start of the project in accordance with the Considerate Contractors Scheme requirements. - The Contractor is required to submit the following information • Copy of waste carriers license for proposed waste management contractor(s) • Copy of its/ their waste management license (where applicable) • List of all the final destinations of all waste generated • Proposed disposal option (landfill/ recycling) • Predicted Construction and demolition wastes • Waste disposal/recycling of C&D wastes at the site • List of sequence of operations to be followed • Provision of training for waste managers and site crew • Details of proposed record keeping system • Details of waste audit procedures and plans • Details of consultation with relevant stakeholders - Building Rubble Should be removed offsite and sent for recycling						
109		To Collection	€			

	€		TIME RELATED			
			c	€	c	
B	<u>Rubbish disposal (Cont'd)</u>					
	Legal Compliance					
	Waste arising during construction					
	Waste recyclable material should be segregated and recycled where possible i.e. packaging (cardboard, plastic), wood.					
	Monthly Waste Report					
	The contractor is required to produce a monthly waste report which should contain the following information;					
	- Description of waste - No of skips removed - Tonnage per skip removed					
	The Contractor shall take all precautions to prevent damage to properties adjoining the site and prevent rubbish, materials and the like being deposited thereon and shall make good to the satisfaction of the Architect any damage thereto.					
	The Contractor shall not commit or permit anything which may be or become a nuisance to adjoining or neighbouring owners of property.	Item				
	110	To Collection €				

	€		TIME RELATED			
			c	€	c	
A	Cleaning	Item				
B	Drying out	Item				
C	Protecting of work in all sections	Item				
D	Security	Item				
E	Maintain public and private roads	Item				
F	Small plant and tools	Item				
G	<u>Notices</u> The Contractor shall give any necessary notice to adjoining owners <u>(Note: See the Conditions of Contract)</u> The Contractor shall, before commencing operations on the site, give notice to each of the Supply Authorities and obtain information as to any electric power cables, water mains, gas mains etc. which may be under, over adjacent to the site. He shall observe such regulations and precautions as are required to avoid damage to any service and injury to workmen	Item				
H	<u>General attendance on Sub-Contractors</u> General attendance on Sub-Contractors and statutory authorities which shall be deemed to include the use of the Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the sub-contractor's own offices and for the storage of his plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities	Item				
	111	To Collection	€			

	€		TIME RELATED		FIXED		
			c	€	c		
<u>A43 MECHANICAL PLANT</u>							
<u>Provided by the Contractor</u>							
A	Cranes	Item					
B	Personnel transport	Item					
C	Demolition Plant	Item					
D	Concrete plant	Item					
E	Earth moving Plant	Item					
F	Piling Plant	Item					
G	Additional mechanical plant items; the Contractor shall insert below any additional items required apportioned to time related charges and fixed charges; if none inserted, deemed none required:-	Item					
112			To Collection		€		

	€		TIME RELATED			
			c	€	c	
		<u>A44 TEMPORARY WORKS</u>				
		Maintaining temporary works, adapting, cleaning away and making good are deemed to be included in relevant items				
		<u>Provided by the Contractor</u>				
A		Temporary roads	Item			
B		Temporary walkways	Item			
C		Piling Platforms and the like	Item			
D		Access scaffolding If the Contractor strikes scaffolding before ascertaining whether it is required by any Sub-Contractor, statutory authority or firm employed direct, he will be responsible for re-erecting the scaffolding if so required at his own expense. Provide for any special measures required during the erection, maintenance, and removal of that scaffolding, including protection of existing pavings, screening to the scaffolding of flexible sheeting, fans, making special security arrangements, liaising with the adjoining owners and all necessary making good. The necessary permission, licence, etc, for access will be obtained by the Contractor.	Item			
E		Support scaffolding and propping	Item			
F		Hoardings, fans, fencing etc	Item			
G		Hardstandings	Item			
H		Temporary Propping/Shorings and the like	Item			
J		Steel Sheet Piling	Item			
K		Tree Protection Measures	Item			
	113	To Collection		€		

	€	Item	TIME RELATED		FIXED		
			c	€	c		
A	Traffic regulations	Item					
B	Additional temporary works items; the Contractor shall insert below any additional items required apportioned to time related charges and fixed charges; if none inserted, deemed none required:-	Item					
A50 WORK/MATERIALS BY THE EMPLOYER							
C	<u>Work by Direct Contractors</u> The Contractors attention is drawn to the work which may be carried out by the Employer's contractors employed directly by him. The Contractor is required to plan and programme these works, advise the Employer when they require the equipment to meet their construction programme. The Contractor will also be required to provide any special attendances associated with the installation, testing and commissioning of the equipment. Allow for providing access to the works and for co-ordinating the works as necessary.	Item					
D	<u>A51 Nominated Sub-Contractors</u> As applicable	Item					
E	<u>A52 Nominated Suppliers</u> As applicable	Item					
F	<u>A53 works by Statutory Authorities/Undertaken</u> The Contractor will also be required to provide any special attendances associated with the installation, testing and commissioning of the equipment. Allow for providing access to the works and for co-ordinating the works as necessary The contractor will allow for any programme requirements as part of his master programme.	Item					
G	<u>A54 Provisional Work</u> As applicable	Item					
H	<u>A55 Dayworks</u> N.A	Item					
114 To Collection			€				

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	117	Carried forward		€			

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118		Carried forward	€			

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	120	Carried forward	€			

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		AMOUNT FOR FIXED CHARGES			€	
		AMOUNT FOR TIME RELATED CHARGES	€			
		AMOUNT FOR PRELIMS FORWARD TO GENERAL SUMMARY	€			

SECTION NR 2 -
SPECIFICATION

SECTION NR 3 -

REFURBISHMENT WORKS

SECTION NR 4 -

GENERAL SUMMARY

<u>SECTION NR 4 - GENERAL SUMMARY</u>					€ c
		FROM PAGE			
A	Amount for SECTION NR 1 - PRELIMINARIES				
B	Amount for SECTION NR 2 - SPECIFICATION				
C	Amount for SECTION NR 3 - REFURBISHMENT WORKS				
D	Allow for maintaining insurances necessary to cover the Contractor's liability under the Conditions of Contract (see Preliminaries)		Item		
E	Allow for the execution of a Performance Bond (see Preliminaries)		Item		
TOTAL CARRIED TO FORM OF TENDER				€	
Contractor's Signature _____					
Address _____					

Date _____					