

CLONASLEE COLLEGE, CLONASLEE, CO. LAOIS

VOLUME A WORKS REQUIREMENTS

VOLUME A.1

PROJECT PARTICULARS

SUMMER WORKS SCHEME- ROOF REPAIRS

AT

CLONASLEE COLLEGE,
CLONASLEE,
CO. LAOIS.

FOR

LOETB



JUNE 2026

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Project Details**Project Name**

Clonaslee College, Clonaslee, Co. Laois.

Parties And Consultants

Employer : LOETB
Co. Laois.

Employer's Representative Architect : MCOH Architects,
Church Street
Portlaoise
Co Laois
R32 E54A
Tel: 057 8622566

Quantity Surveyor : None

Consultant Services Engineer : None

PSDP : MCOH Architects,
Church Street
Portlaoise
Co Laois
R32 E54A
Tel: 057 8622566

Description of Project

Repair works to the existing roof including the replacement of fascias, soffits, gable ladders, barge boards and associated rainwater goods and flashings.

Full details of the extent of works is indicated on MCOH Architects drawings which form part of the tender documents.

Statutory Approvals/Compliance/Consents**Planning Permission/ Fire Certificate/ Disability Access Certificate**

This project is exempted from requiring Planning Permission, Fire Certificate or Disability Access Certificate.

Consents/Building Regulations/Licences

The Contractor shall carry out the Works in accordance with the provisions of the current Building Regulations. He shall inform the ER of any specific requirement of the drawings or specification which he considers being in contravention of the Building Regulations. The ER shall take account of the Contractor's submission and issue instructions accordingly as he shall see fit.

Description of Site**Location**

The site is located on the grounds of Clonaslee College, Clonaslee, Co. Laois.

Before tendering the Contractor is to visit the site to acquaint themselves with the nature, scope and extent of all proposed works and any feature of the site which may effect his tender.

Boundaries

The contractor shall confine his operations in the immediate area of the building to be refurbished.

Access

Access to the site will be the school main entrance off a secondary road-Killeslin Rd. The Contractor's compound area should be in the immediate area of the works to be agreed with the School. The Contractor should allow for providing all adequate signage, road markings, lighting and personnel to control traffic movements within the school.

Site Restrictions

The Contractor should allow for the provision of adequate road signage and markings to alert those visiting the school of the possible dangers due to the construction works and construction traffic. Any areas where there is conflict between construction traffic and others within the site should be fully demarcated and controlled as necessary.

Phasing of the Works

There is no specific phasing of the works required by the Client. However, where works infringe on the use of the remainder of the school (such as works that existing services, traffic, noise, distribution of teaching, exams, etc) or work within the existing school building or ground, the Contractor will liaise with the Client and arrange to carry out such works at a mutually convenient time. All works to be carried out during school holiday period or with arrangement with the school authority.

Services On and Over the Site

There are existing services on and adjacent to the site. The Contractor is to make themselves aware of this at time of inspection.

Adjoining Owners and Local Authorities.

Care shall be exercised to avoid doing anything over which the Contractor has control that may be taken as interfering with the rights of the adjoining owners and the Local Authorities or doing anything that may reasonably be objected to by them. The Contractor should note that construction traffic/materials should not be parked or stored outside the confines of the site. Contractor should exercise particular care when accessing and egressing the site in order to avoid any damage to the public road or adjoining properties.

Arrangements for Visiting the Site the Contractor may visit the site by arrangement with the School.

Pre-appointment Information

Prior to the award of a contract the Contractor shall submit to the ER for his approval:

- A method statement and detailed network diagram showing the proposed phasing and logic linking the various construction activities and allow for any necessary revisions following discussions with the Employer and the ER
- Overall works programme and detailed works programme based on the network diagram and allow for any necessary alterations based on comments by the Employer and the ER. These programmes shall be updated by the Contractor regularly and accurately, particularly as reasonably requested by the ER
- Provide detailed resource statement (on a similar time based to programmes) for the key trades and sub-contractors based on foregoing developed programmes
- Update tender method statements in light of development of the network analysis and programmes and allow for any proposed alterations to information supplied pre-contract
- Schedules of approvals, information/drawings required all in accordance with the Programme. Include for agreeing times to allow for submissions and approval before the related work commences

The Contractor's management proposals for the project shall be agreed with the Employer prior to the placing of the Contract and the agreed arrangements shall be recorded in Minutes of Understanding which shall form part of the Contract Documentation.

Contract

The Form of Contract will be the Public Works Contract for Minor Building and Civil Works designed by the Employer Document Reference PW-CF6 v 1.15 dated 25/11/2025. Time for Completion (See also 'Preambles A32' hereinafter) The Contractor will be required to complete the works within the time stipulated in accordance with the Conditions of Contract. The Contractor shall notify the Employer's Representative in writing the date in which the Contractor considers Practical Completion has been achieved and a day shall be agreed and certified in writing by the Employer's Representative. Practical Completion may be considered on a phased basis.

Damages

Liquidated and Ascertained damages under the Conditions of Contract will be as set out in "Schedule Part 1" of the contract. (See the Works Requirements).

Tax Clearance Certificate

It will be a condition for the award of this Contract that the Contractor is able to produce promptly a Tax Clearance Certificate (unless he has a Sub-contractor's C2 Certificate).

Trade Union Membership, Pension Fund

All workers employed by the Contractor and his Sub-contractors shall be members of a recognised Trade Union.

The contractor shall be a fully paid up member of the CIF Pension / Sick Pay Scheme and all payments made in respect of employees must be available for inspection at all times.

Certificate of Standard

Products/materials shall either be certified as complying with the latest relevant Irish Standard Specifications and shall bear the Irish Standard mark or shall be certified to a national standard of another member state of the European Union which provides an equivalent guarantee of safety and suitability - certification to be by the National Standard Authority of Ireland.

Workmanship

Workmanship shall comply with the latest Irish, British Codes of Practice or European Standards for the work involved.

Site Safety

The Contractor must comply in all respects with the Health and Safety at Work (Construction) Regulations 2006, a copy of which is available on the website of the Health and Safety Authority.

Bond.

No Bond will be required for this contract.

Time for Completion

Subject to and in accordance with the Conditions of Contract, the Contractor will be required to complete the (overall) Works within 60days starting on the Contract Date (Date of letter of Acceptance).

Compensation Events

Where the Contractor is deemed to be entitled to any Compensation Event and the value of such event is determined by the ER to be valued in accordance with Clause 10.6.4 then the rates inserted in the Schedule, Part 2D, shall apply

The Contractor is required to submit a completed voucher for these Works. This voucher must give a detailed description of the work involved, the precise location of the work, the workmen's names and trades and hours worked by each, full descriptions of all plant used (including manufacturer's name and capacity if mechanical plant) and a full list of materials (including appended material invoices)

The signature of the ER or his representative on the vouchers shall, unless the vouchers are specifically denoted by them to the contrary, be deemed to mean only that the work in question has been executed satisfactorily and not necessarily that the labour, plant and material items are correct or that the work involved will necessarily be valued on the Clause 10.6.4 basis

Reporting**Site Meetings**

The Contractor shall attend fortnightly site progress meetings or as otherwise agreed and ad-hoc meetings as appropriate and as requested by the ER.

Progress Report

The Contractor shall submit to the Architect a progress report, not later than 2 days before each site meeting. The report shall include as a minimum the following:

- ° Progress statement with reference to the programme
- ° Details of matters materially affecting the works
- ° Sub Contractors and Suppliers progress reports
- ° Any requirements for further information or details

- ° Details of Health and Safety and/ or related matters
- ° Details of temperature conditions and any adverse weather.
- ° On site labour numbers and plant schedule

Method Statement

The Contractor shall allocate to a named member of his staff the responsibility for agreeing the Method Statement for each item to be commissioned and records to be provided and include for managing the work of the various sub-contractor involved. Include for review and agreement between all parties to the final satisfaction of the ER.

The Method Statement provided shall detail all aspects of technique, resources, setting to work, instructing the Client's personnel, special instruments, etc.

Reporting

The Contractor must provide for regular reporting on actual progress compared to the programme objectives; reports are to be submitted to each site meeting in a detail and format to be agreed with the Architect

Progress photographs

The Contractor shall supply as a minimum, two photographs at each of two locations at intervals of two weeks in jpeg format, printed onto A4 paper. A copy to be retained on site for record purposes.

Quality Control / Samples

It shall be a requirement of the contract that a sample of the insulation and roof covering be provided with all product specifications and warranties.

Commissioning / Handover & Snagging

The Contractor shall include a specific time period in the construction programme for snagging and certifying of the completed roof system. This period shall precede the issuance of the Certificate of Substantial Completion for the Works. The defects liability period will commence upon the substantial completion date of the project. The date for completion will be as stated in the contract documents.

In order to avoid the project being offered prematurely, the Contractor shall firstly snag the works and send one set of the snagging list. The Contractor shall confirm to the employer's representative in writing that all contractors snags have been satisfactorily completed. This process should be completed not less than one weeks prior to the programmed or anticipated dates for completion, allowing the ER time to snag the works.

The Contractor shall ensure the following is undertaken prior to the date for completion and shall ensure that written confirmation of these activities is provided to the employer's representative prior to the Date for Completion:

- All services must be complete, operational.
- Original warranties to be provided by main contractor for the complete roof system.

Visit Site

The Contractor is recommended to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working. The Contractor shall be taken to have made himself acquainted with the nature of the works and the character, dimensions, levels and other features of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the works. All the above matters must be taken into account when

tendering and no charge for any extra labour or materials will be allowed in consequence of the Contractor's failure to do this.

Programme (See also 'Preambles A32' hereinafter)

The Contractor shall submit an outline programme with his tender as part of the Works Requirements. The Contractor will be expected to prepare 2 No. copies of the Builder's Programme upon tender acceptance and this will be accepted in bar chart form provided that this is adequately detailed. Otherwise a critical path analysis will need to be prepared. This programme will be reviewed closely in order to monitor progress. It is critical that the Contractor does not fall behind his Programme. Contractor is also to give adequate notice to the Design Team of information required from the Design Team or the Employer and a response in relation to same will be given in a timely fashion in order to avoid delays to his programme.

The information required on the foregoing programmes shall include, but not be limited to, the following:

- start and completion of all major elements of work
- planning and mobilization
- order dates for key materials and components
- snagging

The Contractor shall make reasonable allowance in his programme for completing design/production information, submission (including requirements under health and safety legislation) comment, inspection, amendment, resubmission and reinspection of those items of works requiring shop. The Contractor shall update and revise the programme in accordance with the Conditions of Contract.

Use or Disposal of any Materials Found on Site

All waste materials arising from this contract are to be properly disposed of by the Contractor to an authorised landfill site.

Labour

Only fully qualified and competent tradesmen together with their labourers or helpers shall be employed by the Contractor on the works. Claims for overtime will only be entertained when authorised in writing by the Employers Representative.

Materials

Materials and goods are to be of the best quality and if applicable they shall comply with the Irish, British Standard or Code of Practice or European Standards. All unfixed materials shall be carefully stored in accordance with the best practice and in a suitable position on site. The Employer's Representative may require samples of materials, manufactured articles and executed work to be submitted for approval before their incorporation into the works. Articles not so approved shall be removed if required as directed by the Employers Representative.

Stored

Existing material to be re-fixed in the Works are described in the item as "Stored" and this description includes selecting, cleaning, removing from store to the appropriate location and fixing.

Plugging

The term "plugging" means the provision and fixing of approved proprietary plugs or, at the contractor's discretion, fixing by approved mechanical means.

Irish, British Standards and Codes of Practice and European Standards

All Irish and British Standards and Codes of Practice used in the Bill refer to the version of such standards or codes current at the Designated Date as set out in the contract conditions.

Documents

The Contractor shall carefully examine the drawing and other Contract documents and satisfy themselves as to their accuracy and ensure that they cover and embody the proposed works.

The Contractor shall properly execute the works whether or not shown on the drawings or described in the Bill of Quantities, provided that same may reasonably be inferred there from.

Inspection

The Contractor shall give such notices and provide such facilities which may be required by Statutory Bodies entitled to carry out inspections or examinations of the works.

The Contractor, before covering up any work shall give the Employer's Representative reasonable opportunity to inspect the work already executed.

Bill of Quantities

The Bill of Quantities has been measured in accordance with the Agreed Rules of Measurement, Fourth Edition copyrighted and published by The Society of Chartered Surveyors and Construction Industry Federation, (hereafter referred to as ARM4), including amendments required by the Department of Finance, save and except where stipulated herein to the contrary. Preambles and descriptions for materials and workmanship given in any one section are to apply throughout the Bill of Quantities Where elements of the works are not measured in accordance with ARM this is stated in the element.

Pricing

Contractors must submit their tender for a gross specific sum to include all materials, workmanship, carriage and expenses incidental to the performance of the several works as set forth in the tender documentation.

The Contractor is to allow for everything necessary included in the specification and Architect's tender documents and also tender documents prepared by the other members of the Design Team. The Contractor at the time of tendering must furnish the Bill of Quantities fully priced in ink in Euros - €

Quantities

Quantities have been billed in accordance with Item 10, Section A on page 5 of ARM4.

DEFINITIONS**The Works**

The Works shall mean the whole of the works envisaged by this Contract and shall include the work of Specialist Sub-Contractors, Local Authorities and Public Bodies.

Approvals

Equal and Approved shall mean that the alternative item proposed is at least equal in performance, quality and workmanship to the specified item. If the contractor proposes to use an alternative item, the Employers Representative must give his approval to this item and if the Employers Representative approval is not obtained, the Contractor must supply the item originally specified. See Preambles Section A31/200.

Drawings, Sketches

Where the work has not been measured or described in detail, but has been referenced to the detail drawings or sketches, the description given in the Bill of Quantities shall be deemed to include the additional information given on the detail drawings as if given in full in the Bill item.

Abbreviations

The following abbreviations are used:-

IS - Irish Standard Specification

BS - British Standard Specification

BSCP - British Standard Code of Practice

ARM4 - Agreed Rules of Measurement (Fourth Edition)

Remuneration/Tenders

The Employer does not bind himself to accept the lowest or any tender. No Contractor will be remunerated for any trouble or expenses he may incur in making up his tender.

PREAMBLES**A30 TENDERING/ SUBLETTING/ SUPPLY****110 SCOPE**

General: These conditions are supplementary to those stated in the Instructions for Tender and on the form of tender.

170 ACCEPTANCE OF TENDER

The Employer and Employer's representatives:

- Offer no guarantee that any tender will be recommended for acceptance or be accepted.
- will not be responsible for any cost incurred in the preparation of any tender.

Acceptance: Conditional on evidence that parent company guarantees, performance bonds, collateral warranties and insurances can be obtained.

190 PERIOD OF VALIDITY

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 calendar days.

PRICING/SUBMISSION OF DOCUMENTS**220 PRICING OF PRELIMINARIES**

Charges: If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.

250 PRICED DOCUMENTS

Alterations: Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.

Measurements: Where not stated, ascertain from the drawings.

Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.

Submit pricing document with tender.

310 TENDER

The Contractor shall be deemed to have thoroughly examined the Drawings and Specification and other tender documentation and satisfied himself prior to submitting his tender as to any ambiguous or unclarified items.

435 BILL OF QUANTITIES

Bill of Quantities (unpriced): Included with the tender documents.

Status and function: Pricing Document.

436 BILL OF QUANTITIES

The Bill of Quantities has been measured in accordance with the Agreed Rules of Measurement, Fourth Edition copyrighted and published by The Society of Chartered Surveyors and Construction Industry Federation, (hereafter referred to as ARM4), save and except where stipulated herein to the contrary.

Preambles and descriptions for materials and workmanship given in any one section are to apply throughout the Bill of Quantities.

441 QUANTITIES

Quantities have been billed in accordance with Item 10, Section A on page 5 of ARM4.

500 TENDER STAGE METHOD STATEMENT

The Contractor shall provide a Preliminary Method Statement of his proposals for carrying out the Works as described in these documents at Tender Stage.

570 SAFETY AND HEALTH INFORMATION

Content: Describe the organisation and resources to safeguard the safety and health of operatives, including those of subcontractors, and of any person whom the works may affect.

Include:

- A copy of the contractor's safety and health policy document, including risk assessment procedures.
- Method Statements on how risks from hazards identified in the preliminary safety and health plan will be addressed.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Accident, sickness and enforcement action records for the past five years.
- Relevant construction knowledge and experience of managing, coordinating and monitoring others.
- experience in preparing and monitoring compliance with safety plans/files.
- the number and type of staff available for this project with details of their training, skills, experience and duties.
- Proposed site organisation including emergency procedures, fire prevention and escape and Arrangements for welfare facilities.
- Review procedures to obtain feedback.

Submit: within one week of tender, on request.

670 SPECIALISTS

None

A31 PROVISION, CONTENT AND USE OF DOCUMENTS**DEFINITIONS AND INTERPRETATIONS****110 DEFINITIONS**

Meaning: Terms, derived terms and synonyms used in the preliminaries/general conditions and specification is as defined below or in the appropriate referenced.

120 COMMUNICATIONS

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to the person named in "Schedule Part 1 - Section A".

Response: Do not proceed until response has been received.

130 PRODUCTS

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation into the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT

Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

160 TERMS USED IN SPECIFICATION

Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of

unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.

Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.

Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.

Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer of for use in the Works as instructed.

Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.

Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.

Refix: Fix removed products.

Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.

Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.

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

SAMPLES GENERALLY

170 MANUFACTURER AND PRODUCT REFERENCE

Definition: When used in this combination:

- Manufacturer: the firm under whose name the particular product is marketed.
- product reference: the proprietary brand name and/ or reference by which the particular product is identified.

Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

200 SUBSTITUTION OF PRODUCTS

Products: If an alternative product to that specified is proposed, obtain approval before ordering the product. Only products equal or superior to those specified may be proposed.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit the information below for both the specified product and the proposed alternative. Both to be assembled and tabled as a package for approval.

From date of submission of the above information allow 10 working days for Employers Representative approval and a further 10 working days any subsequent revised submissions.

- manufacturer and product reference;
- cost;
- availability;
- relevant standards;
- performance;
- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;
- compatibility with adjacent work;
- appearance/ size;
- typical details/ shop drawings;
- copy of warranty/ guarantee.

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturers' guarantees: If substitution is accepted, submit before ordering products.

Approvals of substitutions by Employers Representative only.

240 SUBSTITUTION OF STANDARDS

Specification to Irish or European Standard; Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in Ireland.

250 CURRENCY OF DOCUMENTS

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

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

410 DRAWINGS/DOCUMENTS

Tender Documents:

- All tender documentation is issued digitally.
- the "CONTRACT" documents will be in hard copy.
- the successful tenderer will be given a hard copy of the Bill of Quantities (Volume C) prior to the tender being accepted. It will be a condition of the contract that the successful tenderer shall ink in this hard copy his rates and extensions for the items of work contained therein. This hard copy of the Bill of Quantities (Volume C) shall be the contract copy
- all post contract information will be issued digitally and in hard copy
- contractor to maintain one complete hard copy set of all documents at full scale on hangers / in folders, all fully referenced for ease of use on site.

450 MEASURED QUANTITIES

Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed. The Bill of Quantities must NOT be used for the purpose of ordering materials. Materials shall only be ordered from on site measurements. These should be cross referenced from the Architect's drawings.

A32 MANAGEMENT OF THE WORKS

GENERALLY

110 SUPERVISION

General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.

Provide sufficient and competent staff for supervision and coordination of the works both on and off site.

Coordination: Arrange and monitor a programme with each specialist subcontractor, supplier, local authority and public service company/ authority. Obtain and supply information as necessary for coordination of the work.

Provide suitably qualified and experienced services co-ordinator full time on site for the duration of the works.

130 INSURANCE CLAIMS

Notice, if any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person administering the contract on behalf of the Employer, Project Supervisor Design Process stage and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

Health and Safety: Advise the HSA of any notifiable occurrence.

140 CLIMATIC CONDITIONS

Information: Record accurately and retain:

- Daily maximum and minimum air temperatures (including overnight).
- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

150 OWNERSHIP

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

PROGRAMME/ PROGRESS

230 MASTER PROGRAMME

Prior to start on site, provide a detailed job programme for the whole of the works indicating the critical path of the works. This programme must be submitted with the tender and once approved will become part of the Contract Documents.

Allow for updating the programme on a weekly basis to compare progress on site to the Contract Programme. The programme to include but not limited to the following:

(i) when Contractor requires instructions and any things the contract obliges the Employer to give the Contractor; (ii) the order and times at which the Contractor proposes to execute the Works, including details of (iii) procurement, (iv) manufacture, (v) delivery, (vi) installation, (vii) construction, (viii) testing, (ix) commissioning and (x) trial operation of Works items and (xi) sequencing and timing of inspections and of tests, commissioning; (xii) when contractor's documents will be submitted; (xiii) estimate each category labour force requirements, including that for specialist sub-contractors, (xiv) material delivery schedules, (xv) material ordering schedules; (xvi) work to be carried out by the Employer's Personnel at the Site as provided in the Work Requirements, (xvii) critical path, (xviii) critical resources, (xix) floats and other flexibility; information flow requirements, (xx) list of proposed domestic sub-contractors and suppliers etc.

Allow reasonable times for the Employer and Employer's Representative and the Project Supervisor Design Process Stage to comply with their obligations

240 COMMENCEMENT OF WORK

Notice: Before the proposed date for commencement of work on site give minimum notice of 7 days

260 SITE MEETINGS

Regular site meetings will be held on site and the Contractor shall make provision for all site meetings including the display of drawings, telephone, fax etc. The Architect will arrange site

meetings which will normally be held every two weeks. Minutes of the meeting will be taken by the Architect and circulated to all members of the Design Team, clients and Contractor

481 DEPARTMENT OF SOCIAL WELFARE

By law, employers in the construction industry must register with the Department of Social Welfare all employees whose employment commences on or after the 1st January, 1989 or the engagement of sub-contractors whose employment commences on or after the 1st January, 1990. A subcontractor is also legally bound to notify the Department of Social Welfare of any person engaged to perform any service either with him or on his behalf whether under a contract or any other arrangement made or to be made by him. All notifications must be sent to the Department of Social Welfare within one month of the new employee, sub-contractor or other person being taken on.

A33 QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

MATERIALS AND WORKMANSHIP

The whole of the materials and workmanship to be provided by the Contractor to be the best of their respective kinds and the Contractor to be entirely responsible for the proper and efficient carrying out of the whole of the works. The work shall be carried out in a workmanlike manner and the Contractor shall furnish the Architect with vouchers and certificates to prove that the materials are such as are specified.

120 WORKMANSHIP SKILLS

Operatives: Appropriately skilled and experienced for the type and quality of work.

Health and Safety training:

- Safe Pass Certification
- Induction training

Registration: With FAS Construction Skills Certification Scheme or equivalent programme recognised by FAS.

Evidence: When requested, operatives must produce a card containing the following details:

- name of the registering/ certifying body.
- Registration number.
- Expiry date.
- Contact details of issuing body.
- Holders name and photograph.

130 QUALITY OF PRODUCTS

Generally: New. (Proposals for recycled products may be considered).

Supply of each product. From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent in kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 QUALITY OF EXECUTION

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Colour batching: Do not use different colour batches where they can be seen together.

Dimensions: Check on-site dimensions.

Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

140 COMPLIANCE

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

WORK AT OR AFTER COMPLETION**730 MAKING GOOD DEFECTS**

Remedial work: When defect reported, arrange with Employers Representative.

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

A34 SECURITY/ SAFETY/ PROTECTION**SECURITY, HEALTH AND SAFETY****120 EXECUTION HAZARDS**

Common hazards: See Preliminary Health & Safety Plan

Significant hazards include the following:

Hazard: Work which puts persons at work at risk of burial under earthfalls, engulfments in swampland or falling from a height.

Precaution assumed: see Preliminary Health & Safety Plan

Specification Reference: see Preliminary Health & Safety Plan

Hazard: Work which puts persons at work at risk from chemical or biological substances

Precaution assumed: see Preliminary Health & Safety Plan

Specification Reference: see Preliminary Health & Safety Plan

130 PRODUCT HAZARDS

Hazard: Silica

Precaution: Contractor to be aware of any silica present when cutting concrete or concrete blocks/other products.

Hazard: risk from solvents from paint finishes, flooring (adhesive solvents)

Precaution: Contractor to provide well vented workspace

Hazard: Risk from formaldehyde

Precaution: Contractor to provide well vented workspace

Hazard: Risk from chromium based products (Cement and some preservation products are chromium based)

Precaution: please refer to Architects Specifications

140 SAFETY AND HEALTH PLAN CONSTRUCTION PHASE

Submission: Present to the Project Supervisor Design Process not later than 7 days prior to start on site.

Confirmation: Do not start construction work until the Employer has confirmed in writing that the Safety and Health Plan for the construction stage includes the procedures and arrangements required by the Safety, Health and Welfare at Work (Construction) Regulations.

Content: Develop the plan from and draw on the Preliminary Safety and Health Plan, clause A30/570, and the information communicated by the Project Supervisor Design Process.

150 SECURITY

Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.

Access: Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

220 WORKING PRECAUTIONS/ RESTRICTIONS

Hazardous areas: Operatives must take precautions as follows:

Precautions:

- Construction traffic - See Preliminary Safety & Health Plan Section
- Work at height - See Preliminary Safety & Health Section
- Falling objects - See Preliminary Safety & Health Plan Section
- Electricity - See Preliminary Safety & Health Plan Section
- Lifting equipment - See Preliminary Safety & Health Plan Section
- Adverse weather - See Preliminary Safety & Health Plan Section
- Fire - See Preliminary Safety & Health Plan Section

330 NOISE CONTROL

Standard: Comply with the provisions of the European Communities (Protection of Workers) (Exposure to Noise) Regulations - SI 157 during the execution of the Works.

Audible tonal or impulsive components shall be minimised at any noise sensitive location

Radios or other audio equipment: Do not use or permit employees to use in ways or at times that may cause nuisance.

340 POLLUTION

Prevention: Protect the site, the Works and the general environment including streams and waterways against pollution.

Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

370 ASBESTOS CONTAINING MATERIAL

Duty: Report immediately any suspected materials discovered during execution of the works.

- Do not disturb.

- Agree methods for Safe removal or encapsulation.

Notification: To the HSA 28 days before any asbestos is removed.

380 FIRE PREVENTION

Duty: Prevent personal injury, death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The "Joint Fire Code").

390 SMOKING ON SITE

Smoking on site: Not permitted.

400 BURNING ON SITE

Burning on site: Not permitted.

410 MOISTURE

Wetness or dampness: Prevent, where this may cause damage to the Works.

Drying out: Control humidity and the application of heat to prevent:

- Blistering and failure of adhesion.
- damage due to trapped moisture.
- Excessive movement.

430 WASTE

Includes: Rubbish, debris, spoil, containers and surplus material.

Minimise: Keep the site and Works clean and tidy.

Remove: Frequently and dispose off site in a safe and competent manner:

- non-hazardous Material: in a manner approved by the Local Authority.
- hazardous Material: in accordance with Relevant Regulations and approved by Local Authority.
- obtain all statutory permits.
- documentation: retain on site.

Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

Waste transfer documentation: Retain on site.

510 EXISTING SERVICES

Work adjacent to services:

Adequately protect, and prevent damage to existing services:

Damage to services: If any results from execution of the Works:

- Immediately give notice and notify appropriate school authority / ER.
- Make Arrangements for the work to be made good without delay to the satisfaction of the ER or school authority.
- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Appendix B

Public Works Contract for Building Works designed by the Employer PW-CF6 v 1.15

Short Public Works Contract

Conditions

Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation

SHORT PUBLIC WORKS CONTRACT

Short Public Works Contract
Document Reference PW-CF6 v1.15
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CONDITIONS

1. The Contract

1.1 In this Contract

- The **Assigned Certifier** is the person so assigned by the Employer to certify compliance with the relevant requirements under the Building Control Regulations.
- The **Building Control Regulations** are the Building Control Regulations 1997-2014 and any amendments thereto to the extent that they apply to the Works.
- **Compensation Event** is defined in clause 4.5.
- The **Contractor** is as named in the accepted tender.
- The **Contractor's Personnel** are the Contractor's
 - representative and supervisor
 - subcontractors and suppliers of any tier and
 - employees and other persons working for the Contractor, subcontractors or suppliers of any tier or otherwise assisting the Contractor for the Works.
- **Data Protection Law** is all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679).
- The **Defects Certificate** is a certificate issued by the Employer's Representative under clause 3.15 and may include a list of parts of the Works that do not comply with this Contract.
- The **Employer** is as named in the accepted tender.
- The **Employer's Representative** is named in the Schedule or an architect, engineer, surveyor or other person otherwise notified by the Employer according to clause 5.1.
- **Personal Data** shall have the meaning set out in the General Data Protection Regulation in respect of any such personal data processed on behalf of the Employer.
- The **Price** is as stated in the accepted tender, as may be adjusted according to this Contract.
- The **Site** is the place where the Contractor is to construct the Works and anywhere else this Contract says is part of the Site.
- The **Time for Completion** is the period stated in the Schedule or, if not stated there, in another Contract document, in either case as may be extended under clause 2.7.
- The **Works** are what the Contractor is to complete and hand over to the Employer, as described in this Contract.

1.2 Unless the context indicates otherwise

- references to clause numbers in the Conditions or the Schedule are to the clauses of the Conditions
- words in the singular also mean the plural and the other way around
- words in a gender also mean other genders
- **person** includes incorporated and unincorporated organisations
- references to a **month** are to a calendar month and to a **day** are to a calendar day
- references to a **working day** are to a day other than Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997, or Good Friday.
- references to **the parties** are to the Employer and the Contractor
- references to a law include amendments, replacements and re-enactments
- **substantially complete** and **substantial completion** mean that
 - the Works have reached a stage of completion that the Employer can take them over and use them and
 - if there are any defects, in the Employer's Representative's opinion both (a) the Contractor has good reason for not having rectified them already and (b) neither the defects nor their rectification are likely to prevent the Works from being used conveniently and safely and
 - any other requirements for substantial completion in this Contract have been met and

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- the details in the Certificate of Compliance on Completion of the Works or a part thereof have been included on the Register maintained under Part IV of the Building Control Regulations.
- 1.3 This Contract is the entire agreement between the parties about the Works and consists of
- these Conditions, the form of tender and acceptance, and the Schedule and
 - the documents listed in the Schedule as part of this Contract.
- 1.4 If there is a discrepancy between these Conditions and other documents in this Contract, these Conditions prevail. If there is a pricing document in this Contract, and there is a discrepancy between the pricing document and other documents in this Contract, the other documents prevail. If a party discovers a discrepancy within or between the documents describing the Works, it must notify the other as soon as practicable, and the Employer's Representative will resolve the discrepancy by an instruction.
- 1.5 This Contract comes into effect when the Employer sends the Contractor written acceptance of the Contractor's tender for the Works.
- 1.6 The Contractor must construct and complete the Works at its own expense, complying with this Contract, the Employer's Representative's written instructions and the law.
- 1.7 The Contractor may not assign this Contract or any part of it without the Employer's consent.
- 1.8 No rule of legal interpretation applies to the disadvantage of a party on the basis that the party provided this Contract or any of it or that a term of this Contract is for the party's benefit.
- 1.9 The Contractor agrees that:
- (a) the Contractor shall process Personal Data only in accordance with the Contract and Data Protection Law;
 - (b) the Contractor shall ensure persons authorised by the Contractor to process Personal Data are subject to confidentiality obligations as provided under Data Protection Law;
 - (c) the Contractor must take appropriate technical and organisational security measures as are required to comply with Data Protection Law;
 - (d) the Contractor may engage sub-processors to perform processing on its behalf, provided it gives prior written notice and informs the Employer of any changes concerning the status of such sub-processors and allows the Employer reasonable opportunity to object to such changes;
 - (e) where any sub-processor of the Contractor will be processing Personal Data on behalf of the Employer, the Contractor shall ensure that a written contract exists between the Contractor and the sub-processor containing clauses equivalent to those imposed on the Contractor by the Contract;
 - (f) the Contractor shall delete or return all Personal Data as directed by the Employer's Representative and not later than when the Contractor completes its contractual duties relating to such data processing;
 - (g) the Contractor shall: (i) make available to the Employer all information necessary to demonstrate compliance with this Clause; and (ii) allow for and assist with audits, including inspections, conducted by or on behalf of the Employer, in order to ensure such compliance, provided however that the Employer shall be entitled, at its discretion, to accept adherence by the Contractor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Contractor that it is compliant;
 - (h) the Contractor shall inform the Employer's Representative immediately if, in its opinion, it receives an direction which infringes Data Protection Law;
 - (i) the Contractor shall notify the Employer's Representative within 24 hours of becoming aware of any act or omission [including breach of security] leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed and shall provide co-operation and assistance to the Employer as is required to

mitigate the effects of, and comply with applicable reporting obligations in respect of, such act or omission; and

- (j) no Personal Data shall be transferred outside the European Economic Area by the Contractor or any of its agents or sub-processors without the prior written consent of the Employer, and the Contractor shall comply with Data Protection Law in respect of Personal Data transfers outside the European Economic Area which the Employer has consented to.

- 1.10 If the Schedule says that a performance bond is required, within 7 days after the Employer sends the Contractor written acceptance of the Contractor's tender, the Contractor must give the Employer the performance bond executed by the Contractor and a surety approved by the Employer, in the amount stated in the Schedule unless they were provided before acceptance of the tender).
- 1.11 If the Contractor is more than one person or legal entity, they are jointly and severally liable under this Contract.

2 The Site, starting and completing the Works

- 2.1 The Employer must allow the Contractor to occupy and use the Site within 5 working days after this Contract comes into effect, or any other date stated in this Contract, or (in either case) a later date by which the Contractor has demonstrated to the Employer that the insurances required by this Contract are in effect. The Contractor is not entitled to exclusive use of the Site. The Contractor's right to occupy and use the Site is solely for the purpose of constructing the Works. Other limitations on the Contractor's right to occupy and use the Site may be included in this Contract.
- 2.2 The Employer may arrange for work to be done on the Site by the Employer's personnel or other contractors.
- 2.3 The Contractor must start constructing the Works on the Site within 5 working days after the Employer allows the Contractor to occupy and use the Site, or another date agreed between the parties, and must substantially complete the Works within the Time for Completion.
- 2.4 Within 5 working days after the Contractor notifies the Employer's Representative that the Works are substantially complete, the Employer's Representative will give the Contractor a certificate stating the date the Works were substantially complete, or notify the Contractor that the Employer's Representative does not consider the Works substantially complete, with reasons. The certificate does not relieve the Contractor of any responsibility or liability. The certificate may include a list of work that remains to be done.
- 2.5 After the Employer's Representative certifies the date that the Works are substantially complete, the Contractor must complete any outstanding work promptly after the Employer's Representative so instructs. In doing so (and generally in performing this Contract after substantial completion of the Works) the Contractor must cause as little disruption as possible to occupiers and users of the Works. If the Contractor fails to comply with the instruction promptly and in compliance with this clause, the Employer may do the outstanding work itself, or have it done by others, and the Contractor must pay or allow the Employer's cost of the work.
- 2.6 If the Contractor does not substantially complete the Works within the Time for Completion, the Contractor must pay or allow the Employer liquidated damages at the rate in the Schedule from the day after the last day of the Time for Completion until the day that the Works are substantially complete.
- 2.7 The Employer's Representative will extend the Time for Completion by an amount corresponding to any delay to the substantial completion of the Works caused by any of the following and not resulting from the Contractor's or Contractor's Personnel's acts or omissions (except as an unavoidable result of complying with this Contract) or the Contractor's breach of this Contract:
 - Compensation Events
 - loss of or damage to the Works
 - a weather event
 - strikes or lock outs not confined to the Contractor's Personnel
 - order or other act of a court or other public authority, including a Covid-19 Mandatory

Closure

- failure or delay of a person other than the Contractor or Contractor's Personnel to do what this Contract says they will do.

2.8 A **weather measurement** for a month means each of the following:

- the number of days with rainfall exceeding 10 millimetres
- the number of days with minimum air temperature less than 0 degrees Celsius and
- the number of days with maximum mean 10 minute wind speed exceeding 15 metres per second as recorded at the weather station named in the Schedule.

A **weather event** is when a weather measurement is recorded at the weather station named in the Schedule for a month during the Time for Completion that is shown to exceed the 90th percentile of past weather measurements for the corresponding month of the year at the same station, as determined by Met Éireann and published most recently before the day 10 days before the final date for submission of tenders for the Works.

If no weather station is named in the Schedule, the Met Éireann station nearest the Site is used. If the station named in the Schedule, or the nearest one, does not record the weather measurements, the station nearest to the Site that records the weather measurement is used.

A weather event also means any other event stated in the Schedule to be a weather event.

An extension of time for a weather event never exceeds the number of days in the relevant month by which the weather measurement exceeds the 90th percentile (as so determined).

2.9 The Contractor must ensure that goods and materials for the Works selected or designed by the Contractor (including Contractor's Personnel) are suitable for their intended purpose in the Works and shall provide the certification necessary to comply with the Building Control Regulations.

3 The Works

- 3.1 The Contractor is responsible for the safety and stability of the Works, and of all operations on the Site connected with the Works, including temporary works.
- 3.2 The Contractor must construct the Works according to good practice, and must only use goods and materials that are of good quality.
- 3.3 From when the Employer allows the Contractor access to the Site, the Contractor must
- as far as practicable, secure the Site and keep off the Site persons not entitled to be there
 - keep the Site in good order and free from unnecessary obstructions
 - as far as practicable, secure the safety of persons on the Site and protect them and users, owners and nearby areas from hazards and interference resulting from the Works and
 - as far as practicable, ensure that the Contractor, the Contractor's Personnel and the Works do not unnecessarily or improperly
 - cause a nuisance or inconvenience to the public or users, owners, occupiers of land, roads, or footpaths on or near the Site, or
 - interfere with the use of land, roads, or footpaths.
- 3.4 Until the Employer's Representative issues the Defects Certificate, if the Employer's Representative gives the Contractor a written instruction in relation to the Works, the Contractor must implement the instruction. This can include an instruction changing the Works, or an instruction imposing or changing restrictions on how the Works are to be constructed.
- 3.5 The Employer's Representative will give the Contractor instructions that are necessary for the Contractor to construct the Works if the Contractor asks for them in writing. Such an instruction must be given in reasonable time, taking into account when the Contractor asked for it and when the Contractor needs it to avoid delay to the Works.
- 3.6 The Contractor must set out the Works by reference to the points, lines, and levels in this Contract and in written instructions from the Employer's Representative. Before setting out the Works, the Contractor must make all reasonable efforts to verify the accuracy of these points, lines, and levels.
- 3.7 Until the Employer's Representative issues the Defects Certificate, the Contractor must ensure that the Employer, the Employer's Representative, the Assigned Certifier, and persons authorised by them, are able to have access to the Site and other places where the Works are being constructed or goods or materials for the Works are being produced, stored, extracted, or prepared, and there to inspect, test, and observe the Works, goods, materials, and

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- activities. The Contractor must give the Employer's Representative the information the Employer's Representative requires or requests to do this.
- 3.8 The Contractor must inform the Employer's Representative and the Assigned Certifier in good time before any part of the Works is covered or goods or materials for the Works that are to be inspected are packed or made difficult or impossible to inspect, and in each case give the Employer's Representative and the Assigned Certifier a proper opportunity to inspect them.
- 3.9 Any time until the Employer's Representative issues the Defects Certificate, the Employer's Representative may instruct the Contractor to uncover, dismantle, re-cover, or re-erect work; test, inspect, or provide facilities for testing and inspection; or any combination of these.
- 3.10 Any time until the Employer's Representative issues the Defects Certificate, the Employer's Representative may instruct the Contractor to remove from the Site and replace any Works or goods or materials for the Works that do not comply with this Contract or otherwise to put right (in a manner instructed by the Employer's Representative) any part of the Works that do not comply with this Contract. If the Contractor fails to comply with the instruction promptly, the Employer may do the work itself, or have it done by others, and the Contractor must pay or allow the Employer's cost of the work.
- 3.11 Until the Works are substantially complete, the Contractor must not remove from the Site any Works, goods or materials for the Works, or plant to be used for the Works, without the Employer's Representative's consent
- 3.12 The Employer's Representative may instruct the Contractor to suspend all or part of the Works. The Contractor must, during the suspension, protect, store, and secure the affected Works and maintain the insurances required by this Contract. The Contractor must resume the Works promptly after the Employer's Representative so instructs. If the suspension did not result from a breach of the Contractor's obligations and lasts for longer than 3 months, the Contractor may ask the Employer's Representative for permission to proceed; and if the Employer's Representative does not give permission within 20 working days of being asked
- if the suspension affected all the Works, the Employer will be considered to have terminated the Contractor's obligation to complete the Works and
 - if the suspension affected part of the Works, the Employer will be considered to have given an instruction to omit that part of the Works.
- 3.13 If the Contractor discovers fossils, coins, antiquities, monuments, or other items of value or of archaeological or geological interest or human remains on the Site, the Contractor must not disturb them, and must take all necessary steps to preserve them, and promptly notify the Employer's Representative and comply with the Employer's Representative's instructions. As between the parties, these items are the Employer's property.
- 3.14 The Contractor, and not the Employer, is responsible for the suitability and availability of access routes to and through the Site, and any required maintenance and upgrading of them, and charges for their use, except when this Contract states otherwise. The Contractor is also responsible for obtaining and providing all facilities, power, water, and other services it requires to construct the Works, other than those this Contract requires the Employer to provide.
- 3.15 In the time stated in the Schedule, the Employer's Representative will issue to the Contractor the Defects Certificate. But the Employer's Representative may defer issuing the Defects Certificate until the Contractor has completed outstanding work, including under clauses 3.9 or 3.10. Neither the Defects Certificate nor its deferral relieves the Contractor of any obligations.

4 The Price and payment

- 4.1 For completing the Works according to this Contract the Employer must pay the Contractor the Price, in instalments as follows:
- interim payments on account as Scheduled, less payments already made and any deductions permitted by this Contract
 - after the Employer's Representative certifies the date the Works were substantially complete, the percentage of the Price stated in the Schedule, less (a) payments already made, (b) the value of any remaining work, and (c) other deductions permitted by this Contract
 - after the Employer's Representative issues the Defects Certificate, the unpaid balance of the Price, less deductions permitted by this Contract.
- 4.2 When a payment is to be made, not later than 5 days after the date agreed between the parties to be the payment claim date the Contractor shall give the Employer's Representative a payment claim notice, in the form of a detailed statement of the amount to be paid. Within 14 days of receiving the payment claim notice, the Employer's Representative shall issue a response to the payment claim notice, to the Contractor, in the form of a certificate, setting out the amount the Employer's Representative considers the Contractor should be paid, with reasons for any difference between the amount in the certificate and the Contractor's statement. If the certificate states that an amount is due to the Contractor, the Contractor shall send an invoice to the Employer for that sum. The Employer shall pay the amount due on the invoice within the period stated in the Schedule.
- 4.3 The Contractor shall give a penultimate statement within 30 days after the Employer's Representative certifies the date the Works were substantially complete, and a final statement of all amounts due under this Contract within 30 days after the Employer's Representative issues the Defects Certificate. The final statement shall be the same as the penultimate statement, except for amounts due for occurrences after the date of the penultimate statement. Within 14 days of receiving a statement, the Employer's Representative will give the Contractor a certificate setting out the amount the Employer's Representative considers the Contractor should be paid, with reasons for any difference between the amount in the certificate and the Contractor's statement. If the certificate states that an amount is due to the Contractor, the Contractor shall send an invoice to the Employer for that sum. The Employer shall pay the amount due on the invoice within the period stated in the Schedule.
- 4.4 The Price will change only as expressly provided in this Contract. The Contractor's cost of performing this Contract is all at the Contractor's risk except to the extent that the Price is to be increased under this Contract.
- 4.5 In this Contract, **Compensation Event** means any of the following:
- the Employer's Representative gives the Contractor an instruction
 - that changes the Works or constraints in this Contract on how the Works are to be constructed
 - to search for defects or their cause under clause 3.9 and no defect is found, and the search was not required because of a failure by the Contractor to comply with this Contract
 - to suspend work
 - the Employer's Representative does not give an instruction when required under clause 3.5
 - other contractors working on the Site under clause 2.2 impede the Contractor and this was unforeseeable and not in accordance with this Contract
 - breach of this Contract by the Employer
 - the Employer instructs the Contractor to rectify loss or damage at the Employer's risk
 - the Contractor encounters on the Site unforeseeable ground conditions or unforeseeable man-made obstructions in the ground
 - owners of utility apparatus on the Site do not relocate or disconnect their apparatus as stated in this Contract, when the Contractor has complied with their procedures and the procedures in this Contract, and the failure is unforeseeable.

In the above definition, something is **unforeseeable** if an experienced Contractor tendering for the Works could not have reasonably foreseen it, having inspected the Site and taking into account all the information provided by the Employer.

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- 4.6 If a Compensation Event happens, the Employer's Representative will adjust the Price according to this clause. If the adjustment is an increase the Price can be increased only to the extent that all of the following apply:
- The Compensation Event is not a result of an act or omission of the Contractor or Contractor's Personnel, or the Contractor's breach of this Contract.
 - The Contractor makes all reasonable efforts to avoid and minimise the adverse effects of the Compensation Event.
 - The Contractor has complied with clause 4.8 in full.
 - This Contract does not provide otherwise.
- The amount of the adjustment will be the amount of an accepted or agreed quotation under clause 4.7, if a quotation is agreed. If there is no agreed quotation, the Employer's Representative will assess the amount of any adjustment using the rates and prices in this Contract, or on the basis of those rates and prices, if there are any and they are suitable, and if not by assessing the effect of the change on the Contractor's cost of constructing the Works. The Contractor's right to an adjustment under this clause is subject to clause 4.8, but the Employer's Representative may act on its own initiative.
- 4.7 If the Employer's Representative so requests, the Contractor must give the Employer's Representative, within 10 working days of receiving the request, a quotation for any change to the Price and the Time for Completion as a result of a proposed instruction. If the Employer's Representative accepts the quotation, it may issue the instruction, and adjust the Price and the Time for Completion to match the accepted quotation. If the Employer's Representative does not accept the quotation, or it is not given, and agreement is not reached, the Employer's Representative may either
- issue the instruction and assess any adjustment to the Time for Completion and the Price under clauses 2.7 and 4.6 respectively or
 - if the instruction has not yet been given, decide not to proceed with it, unless it is required under clause 3.5.
- 4.8 If the Contractor considers that under this Contract there should be an adjustment of the Price, or that it has any other entitlement against the Employer under or in relation to this Contract, the Contractor must give the Employer's Representative notice of the claim within 10 working days of when the Contractor became, or should have become, aware of it, and full details of the circumstances and the amount claimed within a further 15 working days after giving the notice. If the Contractor does not give the notice and details according to and within the time required by this clause the Contractor is not entitled to an increase in the Price and the Employer is released from all liability to the Contractor in relation to the matter (unless the Contractor's claim is about an instruction for which the Contractor was requested to and gave a proposal under clause 4.7).
- 4.9 If the Employer or the Employer's Representative considers that under this Contract there should be an adjustment to the Price, it must, as soon as practicable, give notice and full details of the circumstance and the amount claimed to the other and to the Contractor. The Contractor may, within 10 working days after receiving the notice, give a response to the Employer's Representative and the Employer's Representative may adjust the Price in accordance with this Contract.
- 4.10 If a payment is not made within the time allowed in this Contract, it carries interest at the rate in the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 4.11 The Contractor's completed form of tender states whether, and to what extent, the Price includes VAT
- 4.12 To the extent that the Price excludes VAT, the Employer must pay the Contractor (or the Revenue Commissioners when required by Law or their practice) any VAT arising on the supply under this Contract in addition to the Price.
- 4.13 To the extent that the Price includes VAT,
- (1) adjustments to the Price shall be on a net-of-VAT basis, and the appropriate sum for VAT shall be added or subtracted and
 - (2) any VAT included in the Price that the Employer is required to pay the Revenue Commissioners (by Law or their practice) shall be deducted from the Price.
- 4.14 So therefore, if the Price includes VAT chargeable at the standard rate only, then the Employer shall pay the Contractor (or the Revenue Commissioners when required by Law or their

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practice).

- The Price, including the VAT chargeable at the standard rate that is included in the Price and also
- Any VAT arising on the supply under this Contract that is chargeable at another rate.

In this Contract 'standard rate' means the VAT rate specified in section 46(1)(a) of the Value-Added Tax Consolidation Act, 2010.

- 4.15 Amounts in this Contract other than the Price exclude VAT, unless otherwise stated
- 4.16 For each payment the Contractor must give the Employer an invoice complying with section 66 of the Value-Added Tax Consolidation Act, 2010
- 4.17 The Price will be adjusted by the amount of any increase or decrease in the Contractor's cost of performing this Contract as a result of a change in law after the date of this Contract that changes customs or excise duties, requirements for licence to import or export any commodity or PRSI, except for when this Contract says otherwise.
- 4.18 The Employer may withhold and deduct any amount on account of tax required by law or the practice of the Revenue Commissioners
- 4.19 The Employer may deduct from amounts due to the Contractor any amount that the Employer considers is due, or likely to become due, to the Employer from the Contractor under this Contract or another contract.

5 Representation and communications

- 5.1 If the Employer's Representative is not named in the Schedule, the Employer must, promptly after the date of this Contract, appoint the Employer's Representative and notify the Contractor. The Employer must notify the Contractor of any limitations agreed with the Employer's Representative on how the Employer's Representative's functions under this Contract may be exercised. The Employer may change the Employer's Representative, and must notify the Contractor.
- 5.2 The Contractor must appoint a representative, with authority to act on the Contractor's behalf in all matters concerning the Works. The Contractor must also appoint a competent supervisor of all the Contractor's activities on the Site, who may be the same person as the Contractor's representative. The Contractor is considered to be aware of matters (including communications and instructions) of which its representative or supervisor is aware. The Employer's Representative will send the Contractor's representative copies of any instructions given to the Contractor's supervisor. If the Contractor's representative or supervisor dies, or becomes no longer able to perform her duties, or is no longer available to the Contractor, the Contractor must appoint a replacement. The Contractor must replace its representative or supervisor if the Employer's Representative so requires because of the representative's or supervisor's misconduct, negligence, or incompetence.
- 5.3 All communications provided for in this Contract must be in English, unless this Contract requires Irish, and in writing.

6 Contractor's Personnel

- 6.1 The Contractor must ensure that Contractor's Personnel are suitably qualified, trained, and experienced and are competent to carry out their tasks. The Contractor must ensure that Contractor's Personnel carry out their tasks in compliance with the Contractor's obligations under this Contract. The Contractor is liable for acts and omissions of Contractor's Personnel as if they were acts or omissions of the Contractor.
- 6.2 The Contractor must remove from the Works and the Site any Contractor's Personnel that the Employer's Representative instructs be removed on the basis of their negligence or incompetence or that their presence on the Site is not conducive to safety, health, or good order.
- 6.3 The Contractor may not subcontract the whole of the Works to one or more subcontractors. The Contractor may not subcontract part of the Works without the Employer's Representative's consent, unless the subcontracting is already provided for in this Contract.

7 Pay and conditions of employment of workers

- 7.1 The Contractor shall prominently exhibit copies of this clause 7 for the information of persons at the Site. In this clause **worker** means a person employed by, or otherwise working for, the

Contractor or the Contractor's Personnel on or adjacent to the Site.

- 7.2 The Contractor shall ensure that the rates of pay and the conditions of employment, including pension contributions, comply with all applicable law and that those rates and conditions are at least as favourable as those for the relevant category of worker in any sectoral employment orders, employment regulation orders or registered employment agreements implemented in accordance with the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded). This applies to workers who are posted workers (within the meaning of Directive 96/71/EC of the European Parliament and the Council of the 16 December 1996 as amended by Directive 2014/67/EU concerning the posting of workers in the framework provision of services), except that the Contractor's obligation to make pension contributions in accordance with an applicable sectoral employment order, registered employment agreement or employment regulation order under the Industrial Relations Act 1946-2015 does not apply to posted workers who already contribute, or whose contributions are paid, to a supplementary pension scheme established in another member state of the European Union.
- 7.3 The Contractor must, and must ensure that the employers of all workers, do all of the following:
- pay all wages and other money due to each worker
 - ensure that workers' wages are paid in accordance with the Payment of Wages Act 1991 and are never more than 1 month in arrears or unpaid
 - pay all pension contributions and other amounts due to be paid on behalf of each worker
 - make all deductions from payments to workers required by law, and pay them on as required by law
 - keep proper records (including time sheets, wage books and copies of pay slips) showing the wages and other sums paid to and the time worked by each worker, deductions from each worker's pay and their disposition, and pension and other contributions made in respect of each worker, and produce these records for inspection and copying by persons authorised by the Employer, whenever required by the Employer
 - produce other records relating to the rates of pay, deductions from pay, conditions of employment, rest periods and annual leave of workers for inspection and copying by persons authorised by the Employer, whenever required by the Employer
 - respect the right under law of workers to be members of trade unions
 - observe, in relation to the employment of workers on the Site, the Safety, Health and Welfare at Work Act 2005, and all employment law including the Employment Equality Act 1998 to 2015, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015 and regulations, codes of practice, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements determined under those laws.
- 7.4 If the Employer so requests, the Contractor must, within 5 working days after the request, give to the Employer a statement showing the amount of wages and other payments due at the date of the request to and in respect of each worker, or, in respect of workers, not employed by or otherwise working for the Contractor, ensure that their employer or the person for whom they are working does the same.
- 7.5 The Employer may seek information under the above provisions of this clause only for the purpose of ensuring the obligations described in this clause to workers have been properly discharged. All documents and records received under the above provisions of this clause will be returned to the person providing it or destroyed if the Employer is satisfied that the person providing the information has complied with legal obligations to workers.
- 7.6 If the Contractor has not complied with this clause, the Employer may (without limiting its other rights or remedies) estimate the amount that should have been paid to workers and contributions that should have been made on their behalf, and the Employer may withhold the estimated amount from any payment due to the Contractor, until the Employer is satisfied that the required amounts have been paid. If it has still not been paid by the time the Defects Certificate is issued, the estimated amount is deducted from the Price.
- 7.7 The Contractor must give the Employer's Representative with each statement under clause 4.2 and 4.3 a certificate that, for the work to which the statement relates, the Contractor has complied in full with this clause. If there is a form for the certificate attached to these Conditions, the certificate must be in that form. Payment due for the work covered by the statement will only be due if the certificate is given. If the certificate has still not been given by the time the Defects Certificate is issued, the portion (of the value of work that the Contractor

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has not given a certificate for) that the Employer determines is the labour portion is deducted from the Price.

- 7.8 If the Contractor does not comply with this clause, it must pay to the Employer any costs the Employer incurs in investigating and dealing with the non-compliance.
- 7.9 The Contractor shall ensure that in the event of an official of a trade union representing workers who are affected by a sectoral employment order, employment regulation order or which is a party to a registered employment agreement affecting workers having concerns in relation to the Contractor's or Contractor's Personnel's compliance with the order or agreement, that official will have access to a designated member of the Contractor's management who shall engage constructively to resolve all matters on this point.

8 Loss of and damage to the Works

- 8.1 The Employer bears the risk of loss of and damage to the Works resulting from
- war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
 - contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel
 - terrorism
 - use or occupation of the Works by the Employer except (a) as provided for in this Contract or (b) if the loss or damage is caused by the negligence of the Contractor or Contractor's Personnel, or the Contractor's breach of this Contract.
 - design of the Works by the Employer or by others for whom the Employer is responsible.

The Employer also bears the risk of loss of and damage to the Works after the Employer's Representative issues the certificate of the date they were substantially complete, unless the loss or damage is due to

- the Works not complying with this Contract
- an occurrence before substantial completion or
- activities of the Contractor or Contractor's Personnel.

The Contractor bears the risk of loss of and damage to the Works that does not result from an Employer risk listed above.

- 8.2 The Contractor must promptly put right loss of or damage to the Works and goods or materials for the Works that is at the Contractor's risk. The Contractor is not entitled to payment for this except any insurance proceeds. If the insurance is insufficient, the Contractor must put the loss and damage right at its own expense.
- 8.3 If the Works are lost or damaged before the Defects Certificate is issued, and the loss or damage is at the Employer's risk, the Contractor must put it right if the Employer so instructs in writing.
- 8.4 Only if the Works involve alteration or extension of existing facilities owned by the Employer, the Employer bears the risk of loss of or damage to those facilities and their contents owned by the Employer caused by fire, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, explosion, impact, aircraft, riot, civil commotion, or malicious damage. But the Contractor bears the risk of such loss and damage to the extent caused by the negligence of the Contractor or Contractor's Personnel to the extent (and up to the limit) required to be insured under clause 10.3.

9 Indemnity for claims and damage

- 9.1 The Contractor must indemnify the Employer against
- claims, liability, proceedings, and
 - loss of and damage to the Employer's property (except for loss or damage at the Employer's risk under clause 8.1))

that happen in the course or as a result of the Works.

The Contractor's indemnity in this clause does not apply to the Employer's liability under this

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Contract to the Contractor, nor to the extent that the matter is covered by the Employer's indemnity in clause 9.2.

9.2 The Employer must indemnify the Contractor against

- liability for death, injury or illness of any person or loss of damage to any physical property that the Contractor incurs in the course of performing this Contract to the extent caused by the negligence of the Employer and

liability for property damage that is the unavoidable result of constructing the Works in accordance with this Contract.

10 Insurance

- 10.1 From the date the Employer allows the Contractor to occupy and use the Site, the Contractor must insure the Works and goods and materials for the Works against loss and damage. The Employer must be named as an insured. The insurance must be for the full reinstatement value of the property insured, including cost of demolition, removal of debris, delivery, Employer's professional fees, profit, and inflation during the construction and reinstatement periods. The sum insured for professional fees must be at least 15% of the Price. The Contractor must maintain this insurance until the Employer's Representative certifies the date that the Works were substantially complete, and must extend the insurance to cover loss and damage at the Contractor's risk until the Defects Certificate is issued.
- 10.2 The proceeds of the insurance of the Works and goods and materials for the Works (except the portion for the Employer's professional fees, which must be paid directly to the Employer) must be paid into a bank account in the joint names of the Employer and the Contractor, and paid out to the Contractor in instalments on the basis of the value of the work done and goods and materials delivered to the Site for the reinstatement, following generally clauses 4.1 and 4.2, and also paid out to the Employer for its costs. Any balance in the account after the work is done will be paid to the Employer.
- 10.3 From the date the Employer allows the Contractor to occupy and use the Site, the Contractor must have public liability and employers liability insurance, with indemnity limits of at least those in the Schedule. The Contractor's public liability policy must insure the Employer and Contractor as insured, with a cross-liability clause. The Contractor's employer's liability policy must indemnify the Employer against the liability for which it indemnifies the Contractor, including costs. The Contractor must maintain these insurances until the Defects Certificate is issued, and after that must have these insurances in place any time the Contractor or Contractor's Personnel return to the Site in connection with the Works.
- 10.4 The Contractor must place the insurances required by this Contract with reputable insurers approved by the Employer. The level of excess must be no higher than stated in the Schedule.
- 10.5 The insurance on which the Employer is to be insured must provide that
- the term "insured" applies to each insured person as if a separate policy had been issued to each (without increasing the overall limit of indemnity) and non-compliance by the Contractor or any other insured person does not affect the Employer's rights.
- 10.6 The Contractor must comply with the terms of the insurance policies required under this Contract.
- 10.7 On or before the date of renewal of any insurance policy and in any event within 10 working days of being requested to do so, the Contractor must give the Employer evidence that the insurances required by this Contract are in effect, including copies of policies and receipts for premiums.
- 10.8 The Contractor must not make any material reduction to the insurance policies required by this Contract unless approved in advance by the Employer. The Contractor must promptly notify the Employer of any cancellation, renewal, non-renewal, or material reduction by the insurer of the terms of any insurance policy required by this Contract.
- 10.9 If the Contractor fails to maintain any of the insurances in the terms required by this Contract, the Employer may (without affecting its other rights) take out the insurance and pay the premiums, and the Contractor must pay or allow the amount of the premiums to the Employer.
- 10.10 The Contractor bears the risks allocated to it under this Contract regardless of whether the risk is, or is required to be, insured. This includes losses and liability falling below insurance excess levels and exceeding indemnity limits.

11 Property

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- 11.1 The Contractor must ensure that goods and materials for the Works become the property of the Employer on the earliest of the following
- when they are delivered to the Site, if owned by the Contractor
 - when they are incorporated in the Works
 - when the Employer makes any payment for them.
- 11.2 The Contractor must ensure that the Employer is entitled to use, copy, modify, adapt, and translate for any purpose the documents that the Contractor is to provide to the Employer under this Contract. The Contractor has no liability for the Employer's use of these documents for any purposes other than those for which they were provided.
- 11.3 The Contractor must indemnify the Employer against claims, liability, and proceedings resulting from any of the following infringing the property (including intellectual property) rights of any person:
- anything that the Contractor does for the construction of the Works, unless covered by the Employer's indemnity in clause 11.4
 - use by the Employer of the Works and goods, materials, and documents provided by the Contractor for the Works for the purposes for which they were provided.
- 11.4 The Employer must indemnify the Contractor against claims, liability, and proceedings resulting from any of the following infringing the property (including intellectual property) rights of any person:
- use by the Contractor, in accordance with this Contract, of documents or goods provided by the Employer for the purposes for which they were provided
 - use or occupation of the Site by the Works that is the unavoidable result of constructing the Works in accordance with this Contract.

12 Termination

- 12.1 The Employer may terminate the Contractor's obligation to complete the Works on giving written notice to the Contractor. If this happens, the Contractor's obligation to complete the Works will terminate 10 working days after the notice was given, or a different date stated in the notice, and
- the Contractor must leave the Site in an orderly manner, but must not remove any goods or materials for the Works, or property of the Contractor or Contractor's Personnel used or to be used for the Works, unless the Employer or Employer's Representative so instructs
 - the Contractor must remove from the Site any property of the Contractor or Contractor's Personnel that the Employer or Employer's Representative instructs the Contractor to remove
 - the Contractor must, as soon as practicable, give the Employer a statement of the amount (the **termination value**) due to the Contractor under this Contract and unpaid, including in it the reasonable rental value of any property of the Contractor and Contractor's Personnel that the Employer or Employer's Representative has required to be left on the Site to complete the Works, including details
 - the Employer's Representative will, within 14 days after receiving the Contractor's statement of the termination value, issue a certificate stating what the Employer's Representative considers to be the termination value, with reasons
 - the Employer may employ others and do anything necessary to complete the Works.
- 12.2 This clause applies if the Employer has terminated the Contractor's obligation to complete the Works because
- of a substantial breach by the Contractor of this Contract or
 - any of the following (or similar event anywhere) occurring in relation to the Contractor —
 - a petition being presented to wind it up and not being dismissed within 14 days after presentation
 - a meeting of its creditors or members being held for the purpose of considering a resolution to wind it up
 - entering or proposing to enter an arrangement with or for the benefit of its creditors
 - a petition being presented to appoint an examiner
 - a liquidator, examiner, supervisor, receiver, administrative receiver, trustee,

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encumbrancer, or similar being appointed for it or any of its assets

- ceasing or threatening to cease its business
- becoming insolvent or unable to pay its debts as they fall due
- being an individual, becoming bankrupt or dying or becoming incapable of performing this Contract.

Payment of any money due by the Employer to the Contractor will be postponed, and the Employer is not required to make any further payment to the Contractor until required under this clause.

After the Works have been completed the Employer's Representative will give the Contractor a certificate of the total of the following (the **termination amount**):

- the Employer's additional cost of completing the Works compared with the cost the Employer would have incurred if the Works had been completed by the Contractor under this Contract
- other costs and losses incurred by the Employer as a result of the termination and its causes and
- amounts due to the Employer from the Contractor.

If the Employer does not begin to put in place arrangements to complete the Works within 6 months after the termination, the Employer's Representative will give the above certificate to the Contractor within 14 days after the 6 month period (based, if necessary, on estimates).

If the certified termination amount is less than the certified termination value, the Contractor may give the Employer an invoice for the difference after receiving the Employer's Representative's certificate, and the Employer must pay the amount due within 30 days after receiving the invoice. If the certified termination amount is more than the certified termination value, the Contractor must pay the Employer the difference within 10 working days of receiving the Employer's Representative's certificate.

- 12.3 This clause applies if the Employer terminates the Contractor's obligation to complete the Works, only if clause 12.2 does not apply.

The Contractor may give the Employer an invoice for the total of the termination value certified by the Employer's Representative and the Contractor's reasonable direct cost of removal from the Site as a result of the termination. If the Employer appoints another contractor to complete the Works within 12 months after the termination, the Contractor's payment under this clause will also include the percentage of the unpaid portion of the Price stated in the Schedule. The Employer must pay the amount due within 30 days of receiving the Contractor's invoice.

- 12.4 The Employer has no other liability in relation to termination, including no liability for lost profit or contribution to overhead.

13 Ethics in Public Office

The Contractor warrants to the Employer that neither the Contractor nor any person on the Contractor's behalf has committed any offence under the Criminal Justice (Corruption Offences) Act 2018 or the Ethics in Public Office Acts 1995 to 2001 in connection with this Contract or the Works, and nor will they commit any such offence.

14 Project Supervisor for the Construction Stage

Subject to the Schedule, if the Employer appoints the Contractor as project supervisor for the construction stage of the Works according to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and the Contractor must accept the appointment in writing, in the terms attached to these Conditions or other terms in this Contract, within 5 days after this Contract comes into effect, and before starting work on the Site. If this Contract provides that an individual or body corporate named by the Contractor or in this Contract is to be appointed as project supervisor for the construction stage, the Contractor must ensure that the person accepts the appointment in terms included in this Contract (if any, and if not, in terms required by the Employer) within 5 working days after this Contract comes into effect. If the Employer terminates the employment of the Contractor or person so named as project supervisor for the construction stage for failure to comply with the obligations of project supervisor, the Contractor must pay the Employer all the Employer's costs resulting from the termination.

15 Law, jurisdiction and disputes

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- 15.1 Irish law governs this Contract and its interpretation.
- 15.2 The dispute resolution procedure is as follows:
- (1) If a dispute arises under this Contract, either party may, by notice to the other, refer the dispute for conciliation. Within 10 working days of the referral of a dispute to conciliation, the parties must jointly appoint a conciliator, and if they fail to do so, or if a person appointed refuses to act or becomes unable to act, the conciliator will be appointed by the president or vice-president of the body stated in the Schedule. If there is a fee for making the appointment, the parties share it equally. If one party pays the entire fee, it is entitled to reimbursement of the other party's share from the other party on demand.
 - (2) Each party must, within the period set by the conciliator, send to the conciliator and the other party brief details of the dispute stating its contentions about the facts and the parties' rights and obligations concerning the dispute. The conciliator may, for this purpose, suggest further actions or investigations that may be of assistance. The parties must promptly make available to the conciliator all information, documents, access to the Site, and appropriate facilities that the conciliator requires to resolve the dispute.
 - (3) The conciliator will consult with the parties in an attempt to resolve the dispute by agreement. The conciliator may meet the parties separately from each other or together and consider documents from one party not sent or shown to the other, conduct investigations in the absence of the parties, make use of specialist knowledge, establish the procedures to be followed in the conciliation and make recommendations to the parties.
 - (4) The conciliator will not be an arbitrator and the Arbitration Act 2010 and the law of arbitration will not apply to the conciliation.
 - (5) If the dispute is not resolved by agreement within 42 days after the conciliator was appointed, or a longer period proposed by the conciliator and agreed by the parties, the conciliation will be taken to have ended.
 - (6) The conciliation will be confidential, and the parties must respect its confidentiality. All documents provided by a party in connection with a conciliation must be returned when the conciliation ends.
- 15.3 The parties have recourse to adjudication in accordance with the Construction Contracts Act 2013
- Where an adjudicator reaches a decision on a dispute referred under the Construction Contracts Act 2013, that same dispute may not be referred to conciliation under the Contract.
- If a dispute between the Parties is referred to adjudication, any conciliation relating to that dispute immediately adjourns. In the event that no decision is reached by the adjudicator, the parties may continue to resolve the dispute under the conciliation. In the event that a decision is reached by the adjudicator, the conciliation for that dispute shall be terminated.
- 15.4 The parties submit to the jurisdiction of the Irish courts.

16 Covid-19 Mandatory Closure

- 16.1 Covid-19 Definitions
- (1) **Covid-19** means Covid-19 or such variant thereof as each is listed in the schedule to the Infectious Diseases Regulations 1981.
 - (2) **Covid-19 Mandatory Closure** means the closure of the Site due to Covid-19 mandated by law and/or mandated by order of a public authority exercising authority under law, that did not arise as a result of or in connection with an act, omission or breach of law of the Contractor or the Contractor's Personnel or a breach of the Contract by the Contractor.
 - (3) **Site Closure Costs** has the meaning set out in the Site Closure Costs Supplement.
 - (4) **Site Closure Costs Supplement** means the document of the same name listed in part 1.3 of the Schedule or, if there is none, the version of the document of the same name published on the Office of Government Procurement website most recently before the day 10 days before the final date for submission of tenders for the Works.

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16.2 Covid-19 General Provisions

- (1) The Contractor's sole remedies for a Covid-19 Mandatory Closure shall be those stated in sub-clause 2.7 for an extension to the Time for Completion and Site Closure Costs under this clause 16. The provisions of clause 4.8 shall apply in respect of any adjustment to the Price for the Site Closure Costs under this clause 16 in respect of a Covid-19 Mandatory Closure.

16.3 Covid-19 Costs

- (1) In the event of a Covid-19 Mandatory Closure there shall be added to the Price the Site Closure Costs for the period of the Covid-19 Mandatory Closure. The Employer's Representative will assess the amount of any adjustment in accordance with the Site Closure Costs Supplement and this Clause 16.
- (2) The Contractor shall only be entitled to Site Closure Costs to the extent that all of the following apply:
 - the Site Closure Costs are not a result of the Contractor's or Contractor's Personnel's act or omission or the Contractor's breach of the Contract
 - if the Works are concurrently delayed by more than one cause, and one or more of the causes is not a Covid-19 Mandatory Closure, there shall be no increase to the Price for Site Closure Costs for the period of concurrent delay
 - the Contractor makes all reasonable efforts to avoid and minimise the adverse effects of the Covid-19 Mandatory Closure
 - the Contractor has complied with sub-clause 4.8, clause 16 and the Site Closure Costs Supplement in full [including giving notices and details within the time required] and continues to comply with its obligations under the Contract
 - the Contractor has not claimed or received as part of the Site Closure Costs, any costs in respect of which it is entitled to claim assistance or receive payment under any scheme, relief, benefit or otherwise [including under the Financial Provisions (Covid-19) (2) Act 2020 (Act No. 8 of 2020) or similar Law]
 - the Contract does not provide otherwise.
- (3) The Contractor warrants that the details that it provides as required by the Site Closure Costs Supplement are a complete and full break-down of the relevant costs, on a transparent and 'open book' basis.
- (4) Any adjustment to the Price in accordance with sub-clause 16.3(1) shall be paid as part of the interim payments under the first bullet point of sub-clause 4.1.

17 Limit on Liability

- 17.1 Subject to clause 17.2, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated in the Schedule, or, where there is no amount stated, an amount equal to the Price (the "**Liability Cap**").
- 17.2 The Liability Cap shall not apply to or limit any liability of the Contractor in respect of (and the following shall not be taken into account in any way in any calculation of the Liability Cap):
 - fraud or fraudulent misrepresentation, wilful default, gross negligence;
 - death, injury or illness of any person;
 - loss of, or damage to, tangible or intangible property (except for the Works);
 - any liability to which insurance for the Works pursuant to clause 10.1, whether before or after the date upon which the Time for Completion falls, is intended to respond;
 - liquidated damages pursuant to clause 2.6;
 - any liability which the Contractor cannot lawfully exclude or limit.

18 PRICE VARIATION

18.1 Definitions

For the purpose of this clause definitions are set out in Appendix 1 [as well as elsewhere in the Conditions].

18.2 Contract Sum Adjustment

The Price, excluding the amount of Labour, Plant and Non-Adjustable Overheads, shall be subject to adjustment for price fluctuations only in the circumstances set out in this clause 18.

18.3 Proportions

For the purpose of calculating adjustments to the Price, the proportions of Materials, Fuel, Non-Adjustable Overheads, Labour and Plant in the Price are set out in Appendix 3 [irrespective of the actual proportions of the work].

18.4 Failure to Commence by the Starting Date

Where a Recovery Date has been agreed or determined, adjustment of the Price in respect of the Works shall be effected by the Recovery Date Index Figures or the Designated Date Index Figures, whichever results in the most favourable adjustment to the Employer.

18.5 Failure to Complete on Time

If the Contractor fails to complete the Works by its Time for Completion, adjustment of the Price in respect of the Works after its Time for Completion shall be effected by the Index Figures applicable to the Adjustment Period in which the Date for Time for Completion occurs, or the Adjustment Period, whichever results in the most favourable adjustment to the Employer.

18.6 Excluded Amounts

The following are not subject to price adjustment (**Excluded Amounts**):

- (a) Adjustments or parts of adjustments of the Price valued in accordance with sub-clause 4.6 using a quotation that does not use rates and prices in the Contract
- (b) Amounts based on actual costs or current prices
- (c) Credits allowed for old materials arising from the Works
- (d) Amounts for work executed under an agreement containing specific price arrangements
- (e) [In addition to sub-clause 18.5] amounts by which any cost incurred by the Contractor has been increased by a default of the Contractor.

18.7 Revisions of Index Figures

If an Index Figure used for a Material Category or a Fuel Category is subsequently revised by the Central Statistics Office prior to the issue of the final Certificate, any adjustments in accordance with this Clause shall be recalculated on the basis of the revised Index Figures.

18.8 Permitted Increases and Permitted Decreases for Material Categories and Fuel Categories

18.8.1 Weightings

For the purpose of calculating any adjustments to the amount payable in respect of Materials and Fuel in an Certificate, the weightings of Material Categories and Fuel Categories in the Contract Sum are set out in Part 1A, Part 1B or Part 2 of Appendix 4, as applicable [irrespective of the actual constituents, weightings or proportions of the work].

18.8.2 Materials and Fuel

Subject to sub-clauses 18.4 and 18.5, the amount payable in respect of a Material Category and/or Fuel Category in a Certificate (other than amounts for price adjustments under this clause 18 or any Excluded Amounts) in respect of an Adjustment Period shall be adjusted for any Permitted Increase or Permitted Decrease in respect of that Material Category or Fuel Category, in accordance with the provisions of this clause 18. The total adjustment to the amount payable in such Certificate in respect of Materials and Fuel shall be equal to the net sum of any Permitted Increases and Permitted Decreases for each Material Category and Fuel Category, which adjustments shall be calculated using the relevant formula set out in Appendix 2.

18.9 Efficiency

[In addition to sub-clause 18.4 and 18.5,] increases of the Price will only apply so far as such increases occur despite the Contractor's efficient progress and procurement and reasonable efforts to minimise increases.

End of Conditions.

Appendix 1 to Clause 18**DEFINITIONS**

	Term	Meaning
(a)	Adjustment Index Figure	the appropriate Index Figure for the Adjustment Month provided however that, the Index Figure for any Adjustment Month that occurs after the Time for Completion shall be determined in accordance with sub-clause 18.5.
(b)	Adjustment Month	the month during which the middle day of the Adjustment Period occurred (if the Adjustment Period is an even number of days the last day is not to be counted).
(c)	Adjustment Period	the period between the last preceding Certificate and the current Certificate or the final Certificate.
(e)	Designated Date	the date 10 days before the last day for receipt of the Contractor's tender for the Works, or, if there was none, 10 days before the Employer received the Contractor's tender for the Works.
(f)	Designated Date Index Figures	the Index Figures for the month and year in which the Designated Date occurs.
(g)	Effective Value	the difference between (I) the amount which is due in any Certificate (before deducting retention) less any amounts for price adjustments and Excluded Amounts and (II) the amount included in the last preceding Certificate calculated in accordance with (I) above provided that in the case of the first Certificate the Effective Value shall be the amount calculated in accordance with (I) above, excluding VAT
(h)	Certificate	a certificate provided by the Employer's Representative in accordance with sub-clause 4.3
(i)	Fuel and Fuel Category	any or all of the sources of energy listed in Appendix 4, Part 2 as appropriate.
(j)	Fuel Percentage	the percentage of the Contract Sum that consists of Fuel set out in Appendix 3.
(k)	Index Figures	those index figures compiled by or on behalf of the Central Statistics Office, Ireland (or such other public body as is authorised to perform this function) applicable to each Material or Fuel Category listed in Appendix 4, Part 1A, Part 1B or Part 2, as appropriate
(l)	Material(s) and Material Category	any or all of the materials listed in Appendix 4, Part 1 or Part 1B as appropriate.
(m)	Materials Percentage	the percentage of the Contract Sum that consists of Materials set out in Appendix 3, Part 1.
(n)	Non-Adjustable Overheads	the percentage of the Contract Sum that consists of non-adjustable overheads set out in Appendix 3, Part 1.
(o)	Plant	the percentage of the Contract Sum that consists of plant set out in Appendix 3, Part 1. (Plant means any machinery and/or equipment used in the construction of the Works but which does not form part

<i>Term</i>		<i>Meaning</i>
		of the Works. Examples include, but are not limited to; large machinery, tools, reusable formwork, trench supports, scaffolding, propping etc.)
(p)	Permitted Increase Threshold	means the figure identified as such in Appendix 3, Part 2
(q)	Permitted Increase	means an increase to the Contract Sum permitted where, in respect of a particular Material Category or Fuel Category, the percentage change between the Designated Date Index Figure (or where a Recovery Date has been agreed, the Recovery Date Index Figure) and an Adjustment Index Figure exceeds the Permitted Increase Threshold. The amount of a Permitted Increase is calculated using the formula for Permitted Increases in Appendix 2
(r)	Permitted Decrease	means a decrease to the Contract Sum permitted where, in respect of a particular Material Category or Fuel Category, the percentage decrease between the Designated Date Index Figure (or where a Recovery Date has been agreed, the Recovery Date Index Figure) and an Adjustment Index Figure exceeds ten percent. The amount of a Permitted Decrease is calculated using the formula for Permitted Decreases in Appendix 2.
(s)	Recovery Date	the Designated Date adjusted by the period of delay to the Starting Date that results from the actions or omissions of the Contractor after the Contract Date, but prior to the Starting Date (the Contractor's Period of Delay) as is agreed by the Parties. If the Parties do not agree the Recovery Date then the Employer may deliver to the Employer's Representative full and detailed particulars of any claim to a Contractor's Period of Delay and the Recovery Date shall be the Designated Date adjusted by the Contractor's Period of Delay, if any, that the Employer's Representative certifies as fair and reasonable.
(u)	Recovery Date Index Figures	Where there is a Recovery Date, the Index Figures for the month and year in which the Recovery Date occurs.
(v)	Starting Date	the date in the Contract that the Contractor is to start executing the Works in accordance with sub-clause 2.3

Appendix 2 to Clause 18**PERMITTED INCREASES AND PERMITTED DECREASES FOR MATERIALS and FUEL****Permitted Increase**

A Permitted Increase in respect of any Material Category or Fuel Category only arises where $((F1 - D1)/D1) - PIT > 0$

Where $((F1 - D1)/D1) - PIT > 0$ for a Material Category or Fuel Category, the formula for calculating a Permitted Increase pursuant to sub-clause 18.8.2 is:

$$N = (W * Y * EV * EPI)$$

Permitted Decrease

A Permitted Decrease in respect of any Material Category or Fuel Category only arises where $0 > ((F1 - D1)/D1) + 0.1$

Where $0 > ((F1 - D1)/D1) + 0.1$ for a Material Category or Fuel Category, the formula for calculating a Permitted Decrease pursuant to sub-clause 18.8.2 is:

$$N = (W * Y * EV * EPD)$$

where:

W = The weighting for the particular Material Category or Fuel Category, as applicable

Y = The Materials Percentage or the Fuel Percentage, as applicable

EV = Effective Value

EPI = Excess Index Figure Increase = $\left(\left(\frac{F1-D1}{D1}\right) - PIT\right)$

EPD = Excess Index Figure Decrease = $\left(\left(\frac{F1-D1}{D1}\right) + 0.1\right)$

D1 = Subject to 18.5, the Designated Date Index Figure corresponding to the particular Material Category or Fuel Category or, where a Recovery Date has been agreed or determined, the Recovery Date Index Figure, as applicable

F1 = Subject to 18.6, the Adjustment Index Figure for the particular Material Category or Fuel Category.

PIT = The Permitted Increase Threshold, (expressed as a decimal)

N = The amount of the Permitted Increase or Permitted Decrease recoverable in relation to price fluctuations in a particular Material Category or Fuel Category in a Certificate.

Appendix D

Code of Practice for Inspecting and Certifying Building Works

Code of Practice

for

Inspecting and Certifying Buildings and Works

**Building Control
Regulations
1997 to 2015**

September, 2016



**An Roinn Tithíochta, Pleanála,
Pobail agus Rialtais Áitiúil**
Department of Housing, Planning,
Community and Local Government



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1. Introduction

1.1 Status and Purpose of Code

- (1) This Code of Practice is published by the Minister with reference to Article 20G of the Building Control Regulations. The purpose of the Code of Practice is to provide guidance with respect to inspecting and certifying works or a building for compliance with the requirements of the Second Schedule to the Building Regulations¹.
- (2) Where works or a building to which the Building Control Regulations apply are inspected and certified in accordance with the guidance contained in this Code of Practice, this shall, prima facie, indicate compliance with the relevant requirements of the Building Control Regulations.
- (3) The provisions of any guidance contained in this Code of Practice concerning the use of a particular inspection framework or approach will not be construed as prohibiting the use of other suitable frameworks or approaches.
- (4) The Building Control (Amendment) (No. 2) Regulations 2015 (S.I. No. 365 of 2015) give the owner of works involving the construction of a new single dwelling, on a single unit development, or of a domestic extension, the facility to opt out of the requirements to obtain statutory certificates of compliance signed by a registered construction professional. An Information Note for Owners of new dwellings and extension who opt out of Statutory Certification for building control purposes is available separately on the Departments website². This Code of Practice does not apply in such circumstances.

1.2 Overview of Code

Building Control Regulations provide for matters of procedure, administration and control for the purposes of securing the implementation of the requirements of the Building Regulations and of demonstrating how compliance with such requirements has been achieved in relation to the building or works concerned.

This Code of Practice gives practical guidance on relevant statutory provisions for

¹ Refer to Appendix A

² <http://www.housing.gov.ie/housing/building-standards/building-regulations/building-control>

persons who undertake the role of Assigned Certifier as provided for in the Building Control Regulations and who are tasked with preparing an inspection plan to be implemented by themselves and others during construction in order that they are in a position to sign the Certificate of Compliance on Completion as Assigned Certifier.

The code sets out standards and procedures that should be adhered to by:

- Building owners
- Designers
- Builders
- Certifiers
- Building Control Authorities
- Building materials and component manufacturers.

1.3 Application

This Code of Practice covers the inspection and certification aspects of the Building Control Regulations and replaces the Code of Practice dated February 2014 and applies to buildings and works for which Certificates of Compliance under the Building Control Regulations are required. The areas covered include:

- Certification
- Lodgement of plans and documentation
- Inspections during construction
- Roles and duties.

1.4 Regulatory Design Principles

The overall objective of the revised building control system is to achieve better building construction. The aim is to ensure that all involved in the construction process and the regulatory system work effectively to achieve this. A set of design principles has been used in developing the system of building control and in particular this code. These principles are summarised as follows:

- 1) using a number of complementary measures and interventions to achieve compliance;
- 2) putting in place reasonable and appropriate interventionist measures as necessary to ensure quality outcomes are achieved;
- 3) providing early warning of non-compliance (for the benefit of private sector and building control authorities) so as to build in regulatory responsiveness and to increase the dependability of outcomes;

- 4) empowering third parties (both commercial and non-commercial) to positively influence compliance with regulatory requirements, thereby achieving better outcomes at less cost and deploying available regulatory resources as effectively as possible; and
- 5) encouraging all participants to achieve good outcomes and recognising that, while the legal requirements set minimum standards which must be achieved, there should be an ambition to exceed these.

1.5 Regulatory Oversight

Oversight is central to the revised arrangements for the control of building activity that will operate from 1 March 2014. Building Control Regulations require the private sector to play an active part in achieving compliance and providing better buildings. A key aim of the Code is for regulatory oversight to ensure a culture of compliance with Building Regulations using a risk based approach to target those who are non-compliant.

Building Owners, Designers and Builders are responsible for the notices, certificates, plans and documentation that are to be lodged with building control authorities. Regulatory oversight is necessary in order to ensure that any failure of regulation among the agencies involved – be they Building Owners, Designers, Builders and/or Building Control Authorities is detected and remedied in an effective and timely manner.

A key element in detection is the system of risk analysis, whereby the online Building Control Management System, having regard to the notices and documents lodged at commencement, will inform the Building Control Authority's decisions to deploy available resources towards the inspection and investigation of those construction projects where the risk of failure is highest. This will help Building Control Authorities to escalate findings of non-compliance and, where necessary, effectively use their powers of inspection, enforcement and prosecution in the event of serious breaches of Building Regulations. The aim is that the powers of enforcement and prosecution will become a more credible threat to those who are non-compliant.

2. Definitions

The definitions set out below are for the purpose of explaining terms used in this Code of Practice. They are not, and should not be construed as being, legal definitions or interpretations of similar terms which may be used in the Act of 1990 or any regulations made thereunder.

“Act of 1990” means the Building Control Act 1990 (No. 3 of 1990) as amended by the Building Control Act 2007 (No. 21 of 2007) and the Local Government Reform Act 2014 (No. 1 of 2014);

“Ancillary Certificates” means a certificate other than a statutory certificate of compliance as prescribed in the Building Control Regulations given by a competent person to confirm compliance of elements of the building, design or works with Building Regulations; and **“Ancillary Certifier”** means a person proposed to issue such a statement. (Note: a “person” also includes a company);

“Assigned Certifier” means the competent, registered professional person assigned by the Building Owner to inspect and certify works in accordance with the Building Control Regulations;

“Builder” means a competent builder assigned by the Building Owner, to build and supervise the works in accordance with the Building Control Regulations;

“Building Control Authority” means a local authority to which section 2 of the Act of 1990 applies;

“Building Control Regulations” means the Building Control Regulations 1997 to 2015 as amended or replaced;

“Building Owner” means the person who has commissioned or paid for the works and who has legal entitlement to have such works carried out on their behalf, and who submits a Commencement Notice or 7 Day Notice in accordance with the Building Control Regulations;

“Building Regulations” means the Building Regulations 1997 to 2014 and any amendments thereto;

“Certificate of Compliance” means a certificate of compliance provided for under section 6(2)(a)(i) of the Act of 1990;

“Commencement Notice” means a notice referred to in section 6(2) (k) of the Act of 1990;

“Competent Person”: a person is deemed to be a competent person where, having regard to the task he or she is required to perform and taking account of the size and/or complexity of the building or works, the person possesses sufficient training, experience and knowledge appropriate to the nature of the work to be undertaken;

“Construction” has the meaning assigned to it in the Act of 1990 and includes the

execution of works in connection with buildings and any act or operation necessary for, or related to the construction, extension, alteration, repair or renewal of a building; and "constructed" will be construed accordingly;

"Design" has the meaning assigned to it in the Act of 1990 and includes the preparation of plans, particulars, drawings, specifications, calculations and other expressions of purpose according to which the Construction, extension, alteration, repair or renewal concerned is to be executed and "designed" will be construed accordingly;

"Design Certifier" means the competent, registered professional person:

- who has been commissioned by the Building Owner to design, in conjunction with others, the building or works described in the relevant Commencement Notice (or 7 Day Notice), and to certify such design is in compliance with the Second Schedule to the Building Regulations insofar as they apply to the building or works concerned, and
- who confirms that the documentation included in the schedule to the Commencement Notice (or 7 Day Notice) which has been prepared by him/her, other members of the design team and specialist designers whose design activities he/she has coordinated, has been prepared to demonstrate such compliance.

"Enforcement Notice" has the meaning assigned to it by section 8 of the Act of 1990;

"Inspection Notification Framework" or "INF" has the meaning set down in section 7.3 of this Code of Practice;

"Inspection Plan" has the meaning set down in section 7.1 of this Code of Practice;

"the Minister" means the Minister for Housing, Planning, Community and Local Government;

"works" has the meaning assigned to it in the Act of 1990 and includes any act or operation in connection with the Construction, extension, alteration, repair or renewal of a building;

3. Roles and Duties

3.1 Key Responsibility

There is an obligation under section 3(5) of the Act of 1990 that buildings be designed and constructed in accordance with the relevant requirements of the Building Regulations. Building Owners, Designers and Builders are bound by this legal requirement. In undertaking building works, appropriate measures should be taken so that the work is in accordance with the Building Regulations. Designers, Builders and certifiers should exercise reasonable skill, care and diligence in the exercise of their duties. They and persons assigned by them should be competent for the work they undertake.

3.2 Building Owner's Role

The Building Owner is ultimately responsible for ensuring that buildings or works are carried out in accordance with the requirements of the Building Regulations. In relation to the Design and Construction of buildings, the Building Owner should ensure that they appoint a competent Builder and competent registered professionals to act as Designer and as Assigned Certifier.

Specifically, the Building Owner should:

- (a) ensure that a Fire Safety Certificate and a Disability Access Certificate are obtained where required;
- (b) sign a Commencement Notice (or 7 Day Notice) that is lodged;
- (c) sign the notice for the assignment of:
 - 1) a competent, registered professional (the Assigned Certifier) who will inspect the building works during Construction and provide a Certificate of Compliance on Completion, and
 - 2) a competent Builder to construct in accordance with the plans, specifications and Building Regulations and to sign the Certificate of Compliance on Completion; Builders included on the Construction Industry Register Ireland or equivalent may be regarded as competent for projects consistent with their registration profile.
- (d) ensure that adequate resources and Competent Persons are made available to design, construct, inspect and certify the building works;
- (e) promptly assign a replacement Assigned Certifier or Builder where the Assigned Certifier or Builder withdraws from the project for whatever reason; where this happens the Building Owner is required under the Building Control

Regulations to give notice to the Building Control Authority of the new assignment; at all times the Building Owner should use reasonable endeavours to ensure that an Assigned Certifier and Builder are in place;

- (f) where there is a change of Building Owner prior to the submission of the Certificate of Compliance on Completion, the new Building Owner is required under the Building Control Regulations to give notice of the change of Building Owner and, also, to notify the Building Control Authority in writing of all appointments that are in place; and
- (g) maintain records.

3.3 Builder's Role

The Builder should carry out the works in accordance with the plans and specifications of the professional design team, their specialists and sub-consultants as listed in the schedule to the Commencement Notice or 7 Day Notice or as subsequently certified and submitted to the Building Control Authority, and have regard to these in accordance with the requirements of the Building Regulations.

The Builder (company or sole trader) should:

- (a) accept from the Building Owner the assignment to build and supervise the building or works outlined in the Commencement Notice;
- (b) familiarise themselves with the drawings, specifications and documents lodged with the Commencement Notice/ 7 Day Notice;
- (c) ensure a Competent Person is assigned to oversee the Construction works;
- (d) co-operate with the design team, the Assigned Certifier and other certifiers;
- (e) ensure that the workmanship complies with the requirements of the Building Regulations;
- (f) ensure that materials which they select and for which they are responsible comply with the requirements of the Building Regulations;
- (g) sign the Certificate of Compliance on Completion;
- (h) provide to the Assigned Certifier, such documents for which they are responsible, as may assist the Assigned Certifier to collate particulars for the purposes of handover and certification, and/or for further submissions to the Building Control Authority;
- (i) ensure the coordination and provision of all test certificates and confirmations

to the satisfaction of the Assigned Certifier or other designated inspectors or certifiers providing Ancillary Certificates; and

- (j) maintain records.

3.4 Designer's Role

Designers should: -

- (a) design their respective elements of work in accordance with the applicable requirements of the Second Schedule to the Building Regulations³;
- (b) provide the Design Certifier with the necessary plans, specifications and documentation that is required for lodgement at commencement stage;
- (c) arrange to provide sufficient information to the Assigned Certifier to enable them to fulfil their role;
- (d) as agreed with the Assigned Certifier, carry out work inspections which are pertinent to their elements of the Design, and liaise with the Assigned Certifier in terms of this and the required ancillary certification;
- (e) notify the Assigned Certifier of their proposed inspection regime for inclusion in the overall Inspection Plan;
- (f) provide the Ancillary Certificates when required by the Assigned Certifier and Design Certifier; and
- (g) maintain records of inspection.

3.5 Assigned Certifier's Role

The Assigned Certifier is assigned by the Building Owner as required under the Building Control Regulations. They undertake to inspect, and to co-ordinate the inspection activities of others during construction, and to certify the building or works on completion. The role of Assigned Certifier does not include responsibility for the supervision of any builder. They may or may not be a member of the design team. The Assigned Certifier should: -

- (a) provide and sign the relevant statutory certificates - the form of Certificate of Compliance (Undertaking by Assigned Certifier) at commencement and the

³ Refer to Appendix A

Certificate of Compliance on Completion;

- (b) co-ordinate the ancillary certification by members of the design team and other relevant bodies for the Certificate of Compliance on Completion;
- (c) identify all design professionals and specialists, in conjunction with the Builder, from whom certificates are required;
- (d) identify all certificates required and obtain them;
- (e) co-ordinate and collate all certification of compliance for completion in conjunction with the Builder;
- (f) in consultation with the members of the design team, plan and oversee the implementation of the Inspection Plan during Construction;
- (g) prepare the Preliminary Inspection Plan and oversee adherence to this plan, and on completion provide the Inspection Plan as implemented;
- (h) on termination or relinquishment of their appointment make available to the Building Owner all certification prepared and inspection reports carried out;
- (i) act as the single point of contact with the Building Control Authority during construction;
- (j) seek advice from the Building Control Authority, in respect of compliance matters relating to the building or works where disputes or differences of opinion arise between the parties to the project; and
- (k) maintain records of inspection.

3.6 Role of Building Control Authority

3.6.1 Overall Role

The Building Control Authority should:

- (a) process applications for Fire Safety Certificates and Disability Access Certificates and issue decisions on those applications;
- (b) validate and register Commencement Notices/ 7 Day Notices and the accompanying Certificates of Compliance (Design), notices of assignment by Building Owner, and notices of undertakings by the Assigned Certifier and the Builder;
- (c) undertake a risk analysis of each Commencement Notice/ 7 Day Notice

submitted in order to inform its own inspection arrangements;

- (d) advise the Assigned Certifier, in relation to issues of compliance relating to the building or works that are disputed by parties to the construction project;
- (e) validate and register the Certificate of Compliance on Completion and accompanying documentation submitted in support of same;
- (f) maintain the statutory Register; and
- (g) maintain records, including records of inspection

Under the Act of 1990 Building Control Authorities have strong powers of inspection, enforcement and prosecution. While Building Control Authorities use enforcement and the courts to effect compliance where reasonable and appropriate to do so, desired results can also be achieved, and often are, through discussion and persuasion with the threat of legal action.

It is expected that Building Control Authorities will undertake an appropriate level of assessment and inspection informed by the risk analysis of Commencement Notices submitted via the Building Control Management System, thereby ensuring that available inspection resources are targeted towards projects carrying the greatest risks. Inspections by Building Control Authorities are undertaken in the interests of public safety and law enforcement. This does not relieve building owners, builders, designers or assigned certifiers of their statutory obligations to build and construct in compliance with the requirements of the Building Regulations and to demonstrate through inspection, certification and lodgement of documentation how compliance has been achieved in practice.

Where inspections are carried out by Building Control Authorities they should make their inspection reports available to Assigned Certifiers and the Builders on an on-going basis.

3.6.2 Commencement Stage - Validation

On receipt of the Commencement Notice, together with the notices of assignment of Builder and Assigned Certifier and their respective undertakings and the Design Certificate and accompanying plans and documentation the Building Control Authority will undertake a validation process on the documentation submitted. There is no requirement or obligation on the Building Control Authority to carry out a technical assessment of the plans or other documents submitted, see section 6(4) of the Act of 1990. Separate to its administrative function of maintaining the Register, Building Control Authorities have strong powers of inspection and enforcement under the Building Control Acts. They should exercise these powers based on the combination of risk-based assessment and random selection.

The purpose of the lodgement of plans, mandatory inspection by registered professionals, statutory certificates of compliance and registration of certificates and accompanying documentation is to ensure a strong culture of compliance with the Building Regulations, and greater accountability and transparency in the process. From the Building Control Authority's perspective, any plans and documentation lodged will be readily available should the particular project be selected for a building control inspection.

3.6.3 Construction stage – assessment and inspection

Building Control Authorities should adopt a formal policy for the assessment and inspection of building work as notified on the Building Control Management System. Authorities should adopt a risk management based approach in undertaking this work. This will include consideration of matters such as: -

- (a) the use of the building;
- (b) the type of construction;
- (c) the level of experience of the design team and the Builder; and
- (d) past experience regarding compliance by the parties involved in the project.

In addition a level of random assessment and inspection should be carried out.

In line with the agreed Service Indicators for Local Government, Building Control Authorities are required to carry out a level of inspection equivalent to 12% to 15% of new buildings for which valid Commencement Notices have been received.

Building Control Authorities should keep full records of all assessments and inspections carried out. Inspection reports should be made available to the Assigned Certifier and the Builder.

3.6.4 Completion stage

The role of the Building Control Authority at completion stage is to validate the submission of the Certificate of Compliance on Completion and, where appropriate to include details of same in the statutory Register. The validation process will include checking that the certificate was properly completed and signed by the appropriate persons. The authority will check that there are no unresolved matters in relation to requests under Section 11 of the Act or Enforcement Notices or conditions attached to Fire Safety Certificates, Disability Access Certificates, etc. It is not appropriate for the Building Control Authority to commence a technical assessment at this stage.

Documents accompanying the certificate of compliance on completion should be retained on the Building Control Management System by the Building Control

Authority.

4. Certification

4.1 Certificates Required

As set out in the Building Control Regulations, certificates are required for certain buildings and works. The following four certificates are required to be submitted:

- (a) the Design Certificate signed by the Design Certifier at the commencement stage;
- (b) the form of Undertaking signed by the Assigned Certifier at the commencement stage;
- (c) the form of Undertaking signed by the Builder at the commencement stage; and
- (d) the Certificate of Compliance on Completion signed by the Builder and by the Assigned Certifier at completion stage.

4.2 Who can sign as the Design Certifier and/or as the Assigned Certifier

4.2.1 Assigned Certifier and Design Certifier

The following may be appointed and sign as the Assigned Certifier, provided they are competent in relation to the particular works involved:

- (a) Architects that are on the register maintained by the RIAI under Part 3 of the Building Control Act 2007; or
- (b) Building Surveyors that are on the register maintained by the SCSI under Part 5 of the Building Control Act 2007; or
- (c) Chartered Engineers on the register maintained by Engineers Ireland under section 7 of the Institution of Civil Engineers of Ireland (Charter Amendment) Act 1969.

Similarly, the Design Certifier must be one of the above registered professionals and must be competent to carry out their design and to co-ordinate the design activities of others for the works concerned.

4.2.2 Ancillary Certifiers

Apart from the Assigned Certifier and Design Certifier there is likely to be a range of certifiers on most projects, including certifiers appointed by the Building Owner, by his design team and/or by the Builder. Ancillary certifiers may include:

- Architects and Architectural Technologists/Technicians;
- Consulting Engineers (especially structural/civil and mechanical/electrical) appointed by the Building Owner to design, inspect and certify the relevant elements of the works;
- Designers (e.g. for piling, for mechanical/electrical work, for soil and waste pipework or for precast concrete elements) appointed by the Builder to design and certify the relevant elements of the works;
- other competent technical and trade persons that install products and/or test on completion; and/or
- the Builder, sub-contractors, suppliers and manufacturers, both in relation to certifying Design and Construction, and also in relation to components or assemblies supplied for the works, and/or in relation to tests.

Every certifier should exercise reasonable skill, care and diligence in the exercise of their duties.

4.3 Certificate of Compliance (Design)

The Design Certifier signs the Design Certificate that is lodged with the Commencement Notice and ensures that any necessary Ancillary Certificates from members of the design team are scheduled and lodged as necessary and appropriate. The Design Certifier is responsible for co-ordinating and compiling and scheduling of the plans, calculations, specifications and particulars that are to be included on the schedule to be lodged at commencement and to which the Design Certificate relates. The lodgement of plans and documentation is dealt with below. Where elements of the Design have not been completed, these should be clearly set out with an undertaking that when complete, these too will be certified and submitted to the Building Control Authority.

The Design Certifier, in compiling the plans and documentation and in preparing the Design Certificate should review the scope of requirements of the Building Regulations that apply to the building work concerned. A Summary List of the requirements of the Building Regulations is provided in the Appendix.

4.4 Undertaking by Assigned Certifier

The Assigned Certifier, appointed by the Building Owner, gives an undertaking to coordinate the inspection of the works by themselves and others and to certify the works on completion.

The individual certifiers should undertake to inspect and to cooperate with the other members of the Building Owner's design team in accordance with the Inspection Plan based on Section 7 below. They also provide the necessary Ancillary Certificates to the Assigned Certifier.

4.5 Undertaking by Builder

The Builder, appointed by the Building Owner, gives an undertaking to construct, to cooperate with the Assigned Certifier and to sign the Certificate of Compliance on Completion as required under the Building Control Regulations.

As part of this undertaking, the Builder should co-ordinate the work of specialist sub-contractors and designers and should ensure that Ancillary Certificates of Compliance are provided.

4.6 Certificate of Compliance on Completion

The Assigned Certifier and the Builder sign the Certificate of Compliance on Completion, supported by Ancillary Certificates from other members of the design team and by certificates from specialist sub-contractors.

The Assigned Certifier lodges the following on the Building Control Management System with the Building Control Authority:

- (a) the Certificate of Compliance on Completion, supported by a schedule of Ancillary Certificates from other members of the design and construction team; and
- (b) such plans, calculation, specifications and particulars as are deemed necessary by the Assigned Certifier to show how the building as completed achieves compliance with the Building Regulations and, indicating clearly, wherever applicable, how these documents differ from any documents submitted to accompany the Commencement Notice or submitted at a later date.

4.7 Change of Assigned Certifier and/or Builder

In the case of a change in the Assigned Certifier or the Builder during the project, the Building Owner is required to do the following:

- (a) where the Assigned Certifier or the Builder notified at Commencement Notice stage withdraws from the project for whatever reason, the Building Owner should submit a new Notice of Assignment along with the relevant form of Undertaking signed by the new assignee;
- (b) the new Assigned Certifier and/or new Builder should review the status of compliance of the work completed and deal appropriately with the findings from

the review. This may involve consultation with the Building Control Authority.

In the event that the Assigned Certifier wishes to end their appointment or that it is being terminated by the Building Owner during the course of the works, the Assigned Certifier is required to provide to the Building Owner and to the Building Control Authority the records of inspection up to the date on which their appointment ends, along with any available certification of compliance of Design and/or Construction up to that date. Measures should be taken during the course of the building or works to ensure that matters relating to the payment of fees do not hinder this possible eventuality.

A change of either the Assigned Certifier and/or the Builder will require liaison with the Building Control Authority, who are expected to advise and assist the relevant parties in relation to any action that may be required, having regard to the circumstances involved, in order that the building or works notified at commencement may be subject to a valid Certificate of Compliance on Completion.

This may involve a new Commencement Notice including a new Preliminary Inspection Plan, so as to enable both the Assigned Certifier and the Builder to appropriately describe the building or works for which they are responsible, and the basis upon which a Completion Certificate will be issued.

The new Preliminary Inspection Plan will set out the necessary agreed additional inspections, testing or reports, if any, to be carried out, so far as is reasonably practicable, on the already built works.

The Assigned Certifier and the Builder are required to notify the Building Control Authority before ceasing their role; other than where this is not physically possible, in which case the Building Owner is required to undertake this duty.

A change of Assigned Certifier or Builder during the course of the works is a significant alert to the risk analysis system of the Building Control Authority, which may trigger an inspection of the Design and other documents and a site inspection.

5. Lodgement of Plans and Documentation

5.1 Plans and specifications

The Design Certifier and the Assigned Certifier, before signing the Design Certificate and the form of Undertaking by the Assigned Certifier respectively, should exercise reasonable skill, care and diligence in checking that the documentation for which each is responsible is appropriate for lodgement with the Commencement Notice.

In some cases certain aspects of the building or works may not be fully designed at commencement stage, but each such incomplete aspect or design element should be identified in the submission which accompanies the Commencement Notice together

with an indicative date by which it is expected that the outstanding design element will be completed. In all cases, an appropriate level of plans and documentation should be submitted to the Building Control Authority.

The plans and documentation required at commencement stage where the works involve a new dwelling, an extension (to a dwelling) with a total floor area greater than 40 square metres or require a Fire Safety Certificate will include:

- (a) general arrangement drawings – plans, sections and elevations – prepared for building control purposes;
- (b) a schedule of such plans, calculations, specifications and particulars as are currently designed or as are to be prepared at a later date;
- (c) the completion of an online assessment, via the Building Control Management System, of the proposed approach to compliance with the requirements of the Second Schedule to the Building Regulations (Parts A to M);
- (d) the Preliminary Inspection Plan prepared by the Assigned Certifier;

and may, typically, also include:

- (e) drawings of particular details as appropriate;
- (f) drawings showing work that is below ground;
- (g) general arrangement structural drawings showing the main structural elements
- (h) specifications including materials and products; and performance specification for elements that may be the subject of ancillary certification.

5.2 Other Documentation

Key documents as is appropriate should be submitted depending on the particular building works.

Structural calculations and site investigation reports do not have to be submitted at commencement stage. However, they should be kept and made available on request to the Building Control Authority. The information should be provided to the Building Control Authority within two weeks of being requested.

5.3 Lodgement of plans at later stage

Design work that is due for completion and specialist design that is not available for submission at commencement stage should be certified and submitted at a later stage. Drawings and documentation for these designs should be submitted before the relevant work commences, with Ancillary Certificates of Compliance, where

appropriate. Similarly, drawings and documentation for significant changes or omissions should be certified and submitted before the relevant work commences.

6. Commencement Stage

6.1 Online submission to Building Control Authority

The online submission at commencement stage will typically include the following: -

- a) Commencement Notice (or 7 Day Notice);
- b) plans, calculations, specifications and particulars as are necessary to outline how the building proposed works or building will comply with the requirements of the Second Schedule to the Building Regulations⁴ relevant to the works or building concerned, and including -
 - general arrangement drawings – including plans, sections and elevations;
 - a schedule of such plans, calculations, specifications and particulars as are currently designed or are to be prepared at a later date;
 - the completion of an online assessment, via the Building Control Management System, of the proposed approach to compliance with the requirements of the Second Schedule to the Building Regulations (Parts A to M);
- c) the preliminary Inspection Plan prepared by the Assigned Certifier;
- d) a Design Certificate (with a schedule of Ancillary Certificates by members of the design team, who should also sign their certificate);
- e) a Notice of Assignment of Assigned Certifier by the Building Owner;
- f) a Notice of Assignment of Builder by the Building Owner;
- g) form of Undertaking by the Assigned Certifier;
- h) form of Undertaking by the Builder and
- i) the appropriate fee.

7. Construction Stage Inspection – by Certifiers

7.1 Inspection Plan

The Assigned Certifier and other persons nominated to undertake necessary inspections should adopt an appropriate Inspection Plan which takes full account of relevant factors for the building work concerned. Relevant factors should be

⁴ Refer to Appendix A

assessed at the outset and regularly reviewed so that effective control is maintained for the duration of each project, with adequate site inspections and records sufficient to demonstrate the application of reasonable skill, care and diligence.

The building control process, in order to be effective, requires an Inspection Plan of appropriate intensity and frequency. However, it is not practicable for every item of work to which the Building Regulations relate to be examined. The supervision by the Builder is, therefore, of critical importance. The test of the Inspection Plan will be its success in achieving reasonable standards of health and safety in or about buildings, and of energy conservation, accessibility and sustainability for building users.

Inspection staff should use professional skill and judgement in their selection of priorities for inspection. Depending on the complexity of the project, such inspections may need to be carried out by personnel with greater expertise. Inspection staff should be briefed by their employer and, where necessary, by the Assigned Certifier on the Design lodged to the Building Control Authority and on appropriate inspections and tests to carry out.

7.1.1 Factors in Determining Inspection Plan

The Inspection Plan is dependent on many factors including:

- (a) type of building, type of construction and expertise of the Builder;
- (b) how complicated or relatively straightforward the method of construction is;
- (c) whether recent experience indicates current problems in interpreting and/or achieving compliance with certain requirements;
- (d) how serious the consequences of a particular contravention might be;
- (e) the impracticability or impossibility of subsequent inspection of closed up work; and
- (f) the speed of construction, or methods of fast track construction.

Appendix B provides guidance for the development of an Inspection Plan.

7.1.2 Inspection

Subject to the appropriate professional judgement and risk assessment, and recognising that it is not practicable to examine every item of work to which the requirements of the Building Regulations relate, inspection arrangements should normally make provision for inspection of:

- (a) elements and components, the failure of which would, in the opinion of the certifier, be significant;
- (b) works which, in the opinion of the certifier, constitute unusual designs or methods of construction;
- (c) work relating to fire safety;
- (d) types of work, construction, equipment or material which could, if not verified, cause defects which would, in the opinion of the certifier or designated inspector, be seriously detrimental to the fundamental purposes of the Building Regulations; and
- (e) additional areas of work necessary for the subsequent issue of a certificate at completion.

Appendix C provides guidance when inspecting a Detached Non-Complex Dwelling House.

7.2 Inspection frequency

The most important thing is to have an appropriate Inspection Plan; the scope and frequency of inspection should be determined and incorporated in a formal written plan. This plan should be kept under review as the project proceeds. It should take into account the Inspection Plan factors above.

Periodic inspection should be carried out depending on the size and nature of the particular building project. This should include critical milestone inspections and inspections as set out in the Inspection Notification Framework (INF).

7.3 Inspection Notification Framework (INF)

The Assigned Certifier should, as part of the Inspection plan and before the commencement of work on site, agree with the Building Owner and Builder an INF, taking account of the building works involved and other factors. The INF should identify generally the stages or items of work the individual certifiers wish to be notified of, as and when they are ready for inspection.

The Assigned Certifier should make available an Inspection Plan including the Inspection Notification Framework (INF), taking account of the complexity of the project and other factors. The INF should identify generally the stages or items of work which the Assigned Certifier wishes to be notified to him/her and nominated Ancillary Certifiers when such stages or items are ready for inspection.

The INF should be prepared:

- in conjunction with the Inspection Plan;
- in consultation, as far as possible and necessary, with other members of the Design and Construction team and with those providing Ancillary Certificates; and,
- before the commencement of work on site;

and should be communicated to the Building Owner and Builder.

Each certifier and testing agency together with the Builder and others should then respond, as appropriate, to all notifications identified in the INF.

NB: it should be made clear to the Builder that the Assigned Certifier and the other persons referred to above may carry out unannounced inspections between the stages identified in the INF and/or in the Inspection Plan.

7.4 Follow up procedures

Effective follow up procedures are essential to check that previously noted non-compliance issues have been corrected. The person responsible for the particular inspection, e.g. the Assigned Certifier or the Ancillary Certifiers, should check that the matter raised has been resolved satisfactorily.

7.5 Tests

Certain tests may need to be carried out, as necessary, in order to demonstrate compliance. In some cases such tests may be ones referred to in the Technical Guidance Documents published to accompany the various parts (A to M) of the Building Regulations. The Assigned Certifier and Ancillary Certifiers should consider and identify the need for such tests at the earliest possible stage and as far in advance as possible. They should include them, as far as possible, in the building contract documentation where there is a contract in place.

The Inspection Plan and the INF should indicate the tests that the Certifiers wish to monitor periodically and, where necessary, the Building Owner should be notified about test requirements.

7.6 Records of inspection

Records of each inspection should be maintained by the person and firm responsible and should be sufficient to identify the work inspected and any non-compliance. Where the work inspected is not shown on drawings available to the person inspecting, these records will necessarily be more detailed. It is important, in order to ensure that proper, evidence-based inspection arrangements and procedures are in place, that adequate records are maintained to show what works were inspected, the results of the inspection and any remedial action considered necessary and when

such remedial action was carried out.

8. Completion Stage

8.1 Submission at completion

At completion stage, the Assigned Certifier is required to submit the following to the Building Control Authority:

- (a) a Certificate of Compliance on Completion signed by the Builder (at Part A) and by the Assigned Certifier (at Part B);
- (b) plans, calculations, specifications and particulars, showing how the completed building has achieved compliance with the Building Regulations must be lodged on the Building Control Management System when the Certificate of Compliance on Completion is submitted or at an earlier date. Where design documents have changed or supersede design documents previously lodged with the Building Control Authority with the Commencement Notice or at a later date, any such difference should be clearly identified;
- (c) the Inspection Plan as implemented by the Assigned Certifier in accordance with this Code of Practice.

NB: The Certificate of Compliance on Completion must be validated and registered by the Building Control Authority before the building it relates to may be opened, used or occupied. If rejected by Building Control Authority within 21 days, the certificate is not valid.

8.2 Validation and Registration of Certificate

Where a Certificate of Compliance on Completion is received by a Building Control Authority, the Authority should validate the certificate and place it on the register where it is in order to do so within 21 days. The validation process will include checking that the certificate was properly completed and signed by the appropriate persons i.e. the Assigned Certifier and the Builder. The authority will check that there are no unresolved matters in relation to requests for information, enforcement notices or conditions attaching to Fire Safety Certificates, Disability Access Certificates, etc. It is not appropriate for the Building Control Authority to commence a technical assessment at this stage.

On receiving the certificate and accompanying documents, the Building Control Authority will:

- (a) record the date of receipt of the certificate (this should be done online);

- (b) within the next 21 days consider whether the certificate is valid and:
 - 1) if valid, include details of the certificate on the statutory register,
 - 2) if the certificate is regarded as not being valid, the Building Control Authority will reject the certificate and notify, giving reasons, the Assigned Certifier that the certificate cannot be accepted or require the Assigned Certifier to submit such revised certificate or additional documentation as may be deemed necessary by the authority for the purposes of validation.
- (c) where the Building Control Authority does not validate or reject a certificate or seek a revised certificate or additional documentation within the 21 day period, the certificate will be placed on the Register automatically. A development, where the Certificate of Compliance on Completion has been registered will be deemed to comply with the certification procedures of the Building Control Regulations 1997 to 2015 if it has not been rejected by the Building Control Authority within the statutory 21 day period;
- (d) if the Building Control Authority requires a revised Certificate or further documentation to be lodged, and such revised certificate or documentation is submitted, the Building Control Authority may, within 7 days of the date of the submission, seek additional clarification in relation to the revised certificate. Where additional clarification is not sought by the Building Control Authority within this seven day period, the Building Control Authority will include details of the Certificate of Compliance on Completion on the statutory Register.

8.3 Nominated Date for Registration of Certificate

- (a) Between 3 and 5 weeks prior to a nominated completion date for the building, the Assigned Certifier may submit the required documentation demonstrating compliance and the Inspection Plan to the Building Control Authority and ask the Authority to proceed to consider the validity of the prospective Certificate of Compliance on Completion with a view to facilitating the inclusion of the details of the Certificate of Compliance on Completion on the statutory register on the nominated date.
- (b) The Building Control Authority at that point arranges to undertake its validation checks and satisfy itself that there are no unresolved matters in relation to requests under Section 11 of the Act or enforcement notices or conditions attached to Fire Safety Certificates, Disability Access Certificates, etc.
- (c) The Building Control Authority will also check the names of the Assigned Certifier and Builder as provided. Where the authority is not satisfied that matters are in order it will notify the Assigned Certifier that a Certificate of Compliance on Completion cannot be accepted and give reasons why.

- (d) Where the Building Control Authority is satisfied that all requirements in relation to the submission of documentation have been met and where a valid Certificate of Compliance on Completion (that is consistent with the project described in the relevant Commencement Notice and the documentation submitted 3 to 5 weeks earlier and signed by appropriate persons notified as having been assigned to act as Builder and Assigned Certifier) is presented no later than one working day prior to the nominated date, the Certificate of Compliance on Completion will be included on the statutory register on the nominated date.

8.4 Phased Completion

For buildings that are completed for occupation on a phased basis for example houses or apartment blocks, it is appropriate that Certificates of Compliance on Completion for each phase may be submitted separately. In this regard, it should be noted that a Certificate of Compliance on Completion may refer to works, buildings, including areas within a building, or developments, including phases thereof. In such circumstances, one or more certificate of compliance on completion may be referenced to a single Commencement Notice. All Builders and Assigned Certifiers signing Certificates of Compliance on Completion should clearly identify the precise building units or works to which it relates. Where it is in order to do so, the Building Control Authority should accept the certificate for the particular phase and place it on the register.

9. Archiving of Records

Arrangements should be put in place by the Assigned Certifier and the Builder to ensure that records relating to the full service they provided to individual projects are retained for a minimum period of 6 years after completion. This should include ancillary certificates, plans, calculations, specifications, documents and records of inspection. A significant amount of these records may form part of the Safety File provided for under the Safety, Health and Welfare at Work (Construction) Regulations 2013, in which case these records do not need to be retained separately. Arrangements should be made by all relevant parties for their transfer into safe keeping in the event of the holder of any relevant records ceasing to trade.

10. E-lodgements

The online Building Control Management System hosted by the Local Government Management Agency has been developed for use by all building control authorities as the preferred means of administration of building control functions. Owners, builders and professionals who seek to make paper-based submissions after 1 March 2014 will be required to pay an administrative charge to cover the cost of scanning and uploading their submissions. Statutory notice periods and validation timelines may

also be affected.

11. Professional Ethics

Once a client has engaged a certifier for a project or preliminary negotiations are in progress, the professionalism with which that project is handled will be guided by the codes of conduct of the appropriate registered professional bodies. These codes of conduct are publicly available from the relevant professional bodies.

12. Insurance

There are various types of insurances that are provided in the construction industry. Apart from general insurances such as employer's liability and public liability insurances there are other insurances including professional indemnity insurance, and latent defects insurance policies provided by insurers who specialise in construction related insurance. The provision of guidance in relation to insurance is an important matter for consideration but it is outside the scope of this Code of Practice. Owners, and homeowners in particular, who commission works should generally satisfy themselves as to the adequacy of the insurances held by contractors or professionals they may wish to consider engaging. Often the level and scope of insurance cover held by other parties to a construction project will have a bearing on the willingness or otherwise of other industry practitioners to become involved.

Appendix A: Requirements of the Second Schedule to the Building Regulations

Ref.	Description	Apply	Does not apply	Partially applies	Comment
Part A - Structure					
A1	Loading				
A2	Ground movement				
A3	Disproportionate Collapse				
Part B – Fire Safety					
B1	Means of Escape in case of fire				
B2	Internal Fire Spread – (linings)				
B3	Internal Fire Spread – (structure)				
B4	External Fire Spread				
B5	Access and Facilities for the Fire Service				
Part C – Site Preparation & Resistance to Moisture					
C1	Preparation of Site				
C2	Subsoil Drainage				
C3	Dangerous Substances				
C4	Resistance to weather and ground moisture				

Part D – Materials and Workmanship					
D1	Materials and Workmanship				
Part E – Sound					
E1	Sound				
E2	Reverberation				
Part F – Ventilation					
F1	Means of Ventilation				
F2	Condensation in Roofs				
Part G – Hygiene					
G1	Bathrooms and Kitchens				
G2	Sanitary Conveniences and Washing Facilities				
Part H – Drainage and Waste Disposal					
H1	Drainage Systems				
H2	Wastewater treatment systems				

Part J – Heat Producing Appliances					
J1	Air Supply				
J2(a)	Discharge of products of Combustion				
J2(b)	Warning of release of Carbon Monoxide				
J3	Protection of Building				
J4	Provision of Information				
J5	Fuel Storage System – protection against spread of fire to the system				
J6	Liquid fuel storage system – protection against pollution by the system				
Part K – Stairways, Ladders, Ramps and Guards					
K1	Stairways, Ladders and Ramps				
K2	Protection from Falling				
K3	Vehicle Ramps, floors and roofs				

Part L – Conservation of Fuel and Energy					
L1	Conservation of Fuel and Energy				
L2	Conservation of Fuel and Energy in Existing Dwellings				
L3	Conservation of Fuel and Energy in New Dwellings				
L4	Conservation of Fuel and Energy in Buildings other than Dwellings				
Part M – Access and Use					
M1	Access and Use of Buildings, facilities and environs				
M2	Approach and access - extensions				
M3	Sanitary Facilities				

For further information refer to the Department of Housing, Planning, Community and Local Government website at the following link:

<http://www.housing.gov.ie/housing/building-standards/building-standards>

Appendix B: Guidance for the development of an Inspection Plan

B.1 Inspection Plan

Section 7 of the Code of Practice deals with construction stage inspection by Certifiers and, amongst other things, outlines the factors to be considered when developing an Inspection Plan. The process may be broken down into two simple steps, as follows:

Step 1 - Risk Assessment

The Assigned Certifier should use professional judgement to determine the risk associated with the proposed works. Each development should be assessed on its merits, taking into account the complexity of the site, its environment, the type, size and complexity of construction being adopted and the capabilities and expertise of the builder or developer (Refer to 7.1.1).

Step 2 - Risk Management

Based on the risk assessment, the key stages of the building works should be identified. Key elements from each stage should be prioritised for inspection.

The number of inspections required (and by whom) should be determined for each stage (Refer to 3.4 e and 7.1.2).

Table B.1 shows an example template for an Inspection Plan.

Table B.1 Inspection Plan Template			
Inspection Stages (Non-exhaustive examples below)	Priority elements to be inspected	Frequency of inspection required	Arrangements as implemented
1. Excavation/ Formation	e.g. ground bearing suitability	e.g. 1 No.	To be completed during course of works. (These details must be lodged to accompany the Statutory Certificate of Compliance on Completion)
2. Foundations			
3. Basement/ tanking			
4. Sub-structure works (including ground floor)			
5. Drainage			
6. Superstructure (prior to slabbing ceilings)			
7. Completion			

B.2 Example

The following example applies the process described in B.1 to a detached non-complex dwelling house.

The project involves the construction of a new 4 bed detached dwelling house on an exposed site, in a high radon area. Ground conditions are moderate. The external walls are masonry construction, with timber upper floors and prefabricated timber roof trusses covered with slates. An on-site wastewater treatment system (OSWWTS) is proposed. The builder is a CIRI registered builder.

Step 1 – Example Risk Assessment

Using professional judgement identify the risk elements.

- Type and size: Dwelling house for single occupancy.
- Type of construction: Traditional build.
- Complexity of construction: Non-complex but high radon, ground conditions and OSWWTS noted as risks.
- Expertise of builder: Competent.

Step 2 – Example Risk Management

Using the risks associated with the project as assessed in Step 1, create the inspection plan by identifying the key stages and prioritising the elements for inspection and assigning a frequency of inspection required.

Table B.2 Inspection Plan			
Inspection Stages	Priority elements to be inspected	Frequency of inspection required	Arrangements as implemented
1. Excavation/ Formation	a) Ground bearing suitability	1 No.	To be completed during course of works. (These details will be lodged to accompany the Statutory Certificate of Compliance on Completion)
2. Foundations	a) General arrangement and reinforcement	1 No.	
3. Sub-structure works (including ground floor)	a) Radon membrane, sump/ venting pipe	1 No.	
4. Superstructure (prior to slabbing ceilings)	a) Timber floors b) Insulation c) Roof trusses, bracing, tie down etc.	1 No.	
5. Completion	a) Fire detection system b) Chimneys and flues c) Carbon monoxide detectors d) Ventilation e) Roof covering i.e. nailing/ flashing f) External render	1 No.	

Total No. of Inspections =

5 No.

Note: Refer to Appendix C for additional guidance when inspecting a detached non-complex dwelling house.

Appendix C: Guidance when inspecting a Detached Non-Complex Dwelling House

C.1 Introduction

This Appendix provides guidance for:

- (a) Builders supervising, and
 - (b) Assigned Certifiers and other persons nominated to undertake necessary inspections of,
- a detached a non-complex dwelling house.

Table C.1 provides an inspection template for a detached non-complex dwelling house.

Table C.2 provides a non-exhaustive list of typical documentation required to support compliance with the Building Regulations (Parts A to M) for a detached non-complex dwelling house.

Table C.3 provides a non-exhaustive list of typical construction products used in a detached non-complex dwelling, the certification of which should be available at each inspection stage.

C.2 Inspection Template for a Detached Non-Complex Dwelling House

Table C.1 provides an example inspection template identifying key inspection stages and typical elements which may be available for checking compliance with the Building Regulations at each stage. The list of elements for inspection is non-exhaustive and other relevant items particular to the dwelling house concerned should be included in the inspection template as necessary.⁵ The Assigned Certifier and others should exercise professional judgement with regards to its suitability for a particular project.

Table C.1 also reflects the Builder's role to supervise the works in progress as well as providing an insight to the typical aspects of the construction warranting close supervision to assist in reducing the risk of non-compliances.

⁵ Refer to Annex B of Irish Standard, 'I.S. 440:2009+A1:2014 Timber frame construction, dwellings and other buildings' for an example site checklist for timber frame construction.

Table C.1 Inspection Template for a Detached Non-Complex Dwelling House relevant to Commencement Notice No: _____			
Inspection Stage	Elements for inspection	Builder Supervise ALL elements as work progresses 	Assigned Certifier Check priority elements as identified in the Preliminary Inspection Plan (See Appendix B) and other appropriate checks as deemed necessary 
1. Excavation/ Formation	a) Ground bearing suitability b) General arrangement of foundation c) Width of trench d) Depth below ground e) Steps in formation level (if any) f) Other relevant items •		
2. Foundations	a) General arrangement of foundation b) Depth and width of concrete c) Reinforcing steel d) Other relevant items •		
3. Sub-structure works (including ground floor)	a) Rising walls (external and internal) b) DPC c) Hardcore d) Under floor services e) Radon sump/venting pipe f) DPM or Radon Barrier (incl. seals) g) Ventilated sub-floor (if any) h) Floor Insulation – thickness/ type i) Floor structure e.g. • concrete ground bearing • concrete/ timber suspended j) Other relevant items •		

4. Super structure (prior to slabbing ceilings)	a) Wall construction • Masonry units e.g. block/ bricks etc. • Wall ties • Wall insulation b) Cills & lintels incl. DPC & bearing c) First floor joists & floor (if any) e.g. • timber grade/mark • span (allowable) • joist hangers • noggins & straps d) Chimney/ Flue liners/ gacher e) Roof structure (Prefabricated) e.g. • truss tag/mark • bracing/ hangers & shoes • Wall-plate & tie down straps g) Roof structure (Cut) e.g. • purlins & Struts • collar ties • hangers & runners • timber grade/mark • Wall-plate & tie down straps h) Roof covering e.g. • felt type & laps • tile/slate & nailing • flashings i) Other relevant items • •		
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5. Completion	a) Approach & Access b) Finished G.L versus FFL c) Soffit vents d) Radon sump vent identification e) Surface & Foul Drainage e.g. • rainwater goods • soil vent pipes • gulley traps • waste water treatment system (if any) f) Fuel storage e.g. • Location • distance from dwelling/ burner/ boundary • fire protection g) Background vents & extraction fans h) Mechanical Ventilation Heat Recovery (if any) i) Windows & doors e.g. • opening sizes/ readily open able • restrictors • guarding • safety glazing • letter plate height j) Floor to ceiling height k) Circulation • Effective door width • Corridor width l) Stairs e.g. • bulk head height/ stair width • riser/tread dimensions • handrail height/ guarding m) Roof insulation (incl. tank insulation)		
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5. Completion contd...	n) Fire requirements e.g. • smoke alarms (mains connected) • fire stopping at top of cavity wall o) Carbon monoxide alarms (if applicable) p) WC e.g. • Visitable • dual flush toilet q) Water supply e.g. • direct to sink incl. stop valve • water storage capacity • insulation of pipework r) Renewables s) Heating system e.g. • zone controls • pipe work insulation where applicable, etc. t) Primary heating appliance e.g. • Efficiency • air supply • condensate drain u) Secondary heating system e.g. • Efficiency • air supply • notice plate for hearths& flues v) Other relevant items • •		
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C.3 Supporting Documentation and Test Results for a Detached Non-Complex Dwelling House

Table C.2 provides a non-exhaustive list of documentation supporting compliance with the Building Regulations (Parts A to M) for a detached non-complex dwelling house.

The Assigned Certifier should consider and identify the need for such documentation at the earliest stage, and in as far advance as possible.

The Builder should ensure the coordination and provision of all test certificates and confirmations (for which he is responsible) to the satisfaction of the Assigned Certifier or other designated inspectors or certifiers providing Ancillary Certificates.

Table C.2 Typical documentation supporting compliance with Parts A to M for a Detached Non-Complex Dwelling House		
Typical documentation (where applicable)	Builder to obtain and make available ✓	Assigned Certifier Check ✓
1. Confirmation of the use of proper materials.	See Table C.3	See Table C.3
2. Mechanical ventilation & heat recovery installation & commissioning report.		
3. Waste water treatment system installation & commissioning report.		
4. Space & water heating system installation & commissioning report.		
5. Air tightness test report.		
6. DEAP calculation for dwelling house (as built).		
7. Evidence of Fire detection/ alarm commissioning		
8. Other • •		

C.4 Use of Proper Materials

All construction products and materials incorporated into the works should be *“proper materials...which are fit for the use for which they are intended and for the conditions in which they are to be used”* in accordance with Part D - Materials and Workmanship.

In this regard, Table C.3 provides a non-exhaustive list of some typical construction products used in a detached non-complex dwelling house, the certification of which should be available at each inspection stage.

[Technical Guidance Documents](#)⁶ provide information on performance levels of products and materials for specific end uses. Refer to [Technical Guidance Document D \(Materials and Workmanship\)](#)⁷ for guidance on the forms of specification/certification.

Builders should ensure that the materials they select and for which they are responsible comply with the requirements of the Building Regulations.

C.4.1 Construction Products Regulation

Regulation (EU) No. 305/2011 (known as the Construction Products Regulation or “CPR”)⁸ lays down conditions for the placing or making available on the EU market of construction products by establishing harmonised rules on how to express the performance of construction products in relation to their essential characteristic and on the use of CE Marking on those products.

Since 1 July 2013, the CPR requires that construction products covered by a harmonised European standard (hEN) have a Declaration of Performance (DoP) and a CE Marking when the product is placed on the EU market. The DoP for the product will contain detailed information on the product, its performance and identify those responsible for the various assessment tasks. The DoP is drawn up by the manufacturer, who, in doing so, assumes responsibility for the conformity of the product with the declared performances.

While the CPR deals with the placing and making available of construction products on the market, it should be noted that compliance with the CPR or CE marking by itself **does not** necessarily indicate that the material is suitable for use in works.

⁶ <http://www.housing.gov.ie/housing/building-standards/tgd-part-d-materials-and-workmanship/technical-guidance-documents>

⁷ <http://www.housing.gov.ie/sites/default/files/migrated-files/en/Publications/DevelopmentandHousing/BuildingStandards/FileDownload,33647,en.pdf>

⁸ http://ec.europa.eu/growth/sectors/construction/product-regulation/index_en.htm

Therefore, when incorporating a product into construction works, it is essential that the declared performance of a product is fit for the use in which it is intended to ensure compliance with the Building Regulations.

The National Standards Authority of Ireland has produced additional guidance in the form of [National Annexes and Standard Recommendations](#)⁹ which set out appropriate minimum performance levels for specific intended uses of construction products in Ireland e.g. refer to Annex E of S.R. 21:2014+A1:2016¹⁰ for guidance for specifying aggregates for unbound granular fill (hardcore) for use under concrete floors and footpaths.

DoPs should be checked to ensure that the minimum performance levels for specific end uses have been met. Those responsible for the procurement of construction products e.g. builders should check the DoP and make it available for inspection by others.

⁹ [http://www.nsai.ie/Our-Services-\(1\)/Standardization-\(1\)/Construction/201407-NSAI-Guidance-on-Harmonised-Standards-Rev-3.aspx](http://www.nsai.ie/Our-Services-(1)/Standardization-(1)/Construction/201407-NSAI-Guidance-on-Harmonised-Standards-Rev-3.aspx)

¹⁰ Standard Recommendation S.R. 21:2014+A1:2016 Guidance on the use of I.S. EN 13242:2002+A1:2007 – Aggregates for unbound and hydraulically bound materials for use in civil engineering work and road construction

Table C.3 Use of proper materials for a Detached Non-Complex Dwelling House relevant to CN _____			
Inspection Stage	Typical construction products used ¹¹ (Non Exhaustive)	Supporting documentation e.g. a) Where harmonised ENs or ETAs exist, the CE Marking & Declaration of Performance (Provide DoP No.) ¹¹ b) NSAI Agrément Certificate (Provide IAB Cert No.) c) Other third party/ Other (Provide Certs, etc.)	Based on the supporting documentation, are the construction products/ materials: <i>“proper materials...which are fit for the use for which they are intended and for the conditions in which they are to be used”?</i> ¹¹ Builder to confirm and make documents available for inspection by: • Assigned Certifier • Ancillary Certifiers • Inspectors, etc ✓
1. Excavation/ Formation	N/A		N/A
2. Foundations	a) Reinforcing steel b) Concrete c) d)		
3. Sub-structure (including ground floor)	a) Masonry units b) Masonry mortar c) DPC d) Hardcore e) DPM or Radon barrier f) Floor Insulation g) Floor structure • Precast concrete • timber suspended h) i)		

4. Super-structure (prior to slabbing ceilings)	a) Lintels b) Masonry units c) Wall ties d) Wall insulation e) Flue liners/ system chimneys f) First floor structure e.g. • concrete • timber g) Joist hangers/ straps h) Wood based panels e.g. plywood, OSB etc. i) Prefabricated truss j) Cut roof timber members k) Fabricated structural steel l) Truss shoes m) Roofing underlay n) Roof covering e.g. • Tiles • Slates • Membranes • Flashings o)		
5. Completion	a) Windows b) Doors c) Plasterboard d) External render e) Smoke alarms f) CO detector g)		

¹¹ [Technical Guidance Documents](#) provide information on performance levels of products and materials for specific end uses. Also the National Standards Authority of Ireland has produced additional guidance in the form of [National Annexes or Standard Recommendations](#), which set out appropriate minimum performance levels for specific intended uses of construction products in Ireland. Declaration of Performances (DoPs) should be checked to ensure that the minimum performance levels for specific end uses have been met.

