

KINSALE REGIONAL MUSEUM
ESSENTIAL CONSERVATION WORKS

VOLUME A: WORKS REQUIREMENTS

GENERAL CONDITIONS & PRELIMINARY ITEMS



APPENDIX A	
1.0	SCHEDULE FOR PUBLIC WORKS SHORT FORM OF CONTRACT
2.0	SITE CLOSURE COSTS SUPPLEMENT MF1.31 (PW-CF6)
3.0	APPOINTMENT OF PROJECT SUPERVISOR MF1.22 (PW-CF6)
4.0	RATES OF PAY AND CONDITIONS OF EMPLOYMENT CERTIFICATE MF 1.23 (PW-CF6)
5.0	DRAWINGS & OTHER DOCUMENTS ISSUE REGISTER

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES</u>					
	<u>PRELIMINARY PARTICULARS</u>					
	PROJECT; PARTIES;CONSULTANTS & DESCRIPTION OF THE WORKS					
	<u>Name</u>					
A	Proposed repair works to Kinsale Regional Museum		note			
	<u>Nature of Project</u>					
B	The proposed works are required to carry out essential repairs to the external walls, windows, lath and plaster ceilings, fire door and the rain water goods, as well as the installation of a fixed ladder to access the attic.		note			
C	Kinsale Regional Museum is a Protected Structure (Ref; 02290)		note			
D	Kinsale Regional Museum is located within Kinsale Conservation Area		note			
E	Kinsale Regional Museum is a National Monument as well as 2 no. armorial plaques on the ground floor and a decorative fragment on the first floor; (Ref; CO112-034007 - Market House; CO001-034009 - Armorial Plaque; CO112-034010 - Armorial Plaque; CO112-034012 - Architectural Fragment)		note			
	<u>Location of Site</u>					
F	Allow for carrying out the works at the location identified on Drawing number 250102-T-001		note			
	<u>Description of the Works</u>					
G	The proposed works are required to carry out essential repairs to the external walls, windows, lath and plaster ceilings, fire door and the rain water goods, as well as the installation of a fixed ladder to access the attic.		note			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) PROJECT; PARTIES;CONSULTANTS & DESCRIPTION OF THE WORKS</u>					
	<u>PARTIES AND CONSULTANTS</u>					
	Employer					
A	Cork County Council		note			
	Employers Representative					
B	Capital Delivery, Cork County Council, County Hall, Carrigrohane Road, Cork.		note			
	Conservation Architect					
C	James Bourke Architects, Office 2, Floor 2, Distillary Lane, Midelton, Co. Cork.		note			
	Conservation/Structural Engineer					
D	David Kelly Partnership, Nelson House, Emmet Place, Youghal, Co. Cork.		note			
	Services Engineers					
E	N/A		note			
	Quantity Surveyor					
F	Capital Delivery, Cork County Council, County Hall, Carrigrohane Road, Cork.		note			
G	The contractor shall note that the Consultants as listed and any other Consultants appointed from time to time by the Employer shall have access to the site to inspect all or any of the works, Their instructions and directions shall be carried out by the Contractor who shall co-operate with them as required taking into account that the Employer's Representative shall have final and binding say in the question of directions.		note			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
DESCRIPTION OF THE SITE					
<u>Boundaries</u>					
A Allow for working within lines indicted on Site Possession Plan 250102-T-001 except where the work necessitates working outside the curtilage of the site boundaries in connecting the services to the Local Authority or other network service or supplies; the Contractor shall confine his operations to the areas marked on Architects Drawing		note			
<u>Access</u>					
B Allow for all costs associated with the access to the site by the Contractors employees, sub-contractors, suppliers etc., and others whom require access to the site; provide necessary safe routes for both pedestrian and vehicular traffic; include all making good work to areas disturbed necessary for the contractor sufficient needs to provide safe access and facilities for access to the site; the access to the site is as indicated on the Site Plan		note			
<u>Position of the Works</u>					
C The position of the works are indicated on the site location plan.					
<u>Ground Conditions</u>					
D Not Used		note			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) DESCRIPTION OF THE SITE</u>					
<u>Services on, under or over the site</u>					
<p>A The location of all existing site services can be determined by the examination of existing plans and checking on site. The Contractor shall do everything necessary to avoid damage to any services and structures below, on or above the ground which are manifestly put at risk by the execution of the works. The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact the Electricity Supply Board, Bord Gais, Telecom Eireann, and the Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and watermains in advance of any excavation or opening up work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged. The contingency plan must be approved in advance by the Engineer and will include the names and contact numbers to effect an immediate responses to restore and maintain services. The Contractor will advise the relevant bodies in advance of commencing excavation or opening up work of the dates on which such service may be at risk. Where deemed necessary the Engineer and/or relevant authority representative or emergency crew as appropriate must be in attendance where any particular service is at risk.</p>	1	Item			
<u>Statutory Works Affecting the Site</u>					
<p>B Details of any statutory works affecting the site may be had from the Architect.</p>		note			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) DESCRIPTION OF THE SITE</u>					
<u>Adjacent and Abutting Buildings</u>					
<p>A the existing buildings, boundaries and adjoining structures (and their condition) are self evident on visiting the site; the Contractor will take all necessary precautions to protect the adjoining buildings, and members of the public from dust, excessive noise and other interferences or nuisance arising from the Work</p>		note			
<u>Arrangements for visiting site</u>					
<p>B Arrangements for visiting the site can be made with:</p>		note			
<p>C The site is open to the public; the Contractor is recommended to visit the site prior to submission of his tender and to ascertain himself all necessary information affecting his tender particularly as regards location, access, ground formation and conditions, local conditions, the extent of existing buildings and services and the risk of damage thereto, the conditions under which the works will require to be carried out, regulations, sources of labour and material supply etc; he must take all these matters into account when tendering and no charge will be allowed in consequence of his failure to do this for the proper execution of the Contract;</p>		note			
<u>Construction Site/Site of Possession</u>					
<p>D The "Site of Possession" is indicated on Compound Plan 250102-T-001</p>		note			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) DESCRIPTION OF THE SITE</u>					
<u>(Cont) Construction Site/Site of Possession</u>					
<p>A The Contractor will be responsible for maintaining all services to the Site and all adjoining Main Public Roadways and the Estate Roadways and all adjoining roads, carparks, dwellings, buildings and open spaces throughout the overall construction programme and no interference with the normal running of these facilities will be entertained. The Contractor is to include here or elsewhere in his tender for all necessary temporary construction signage, temporary/solid security hoardings, fencing, gates, screens, etc, to the perimeter and to sub-divide the site including the works in areas outside the curtilage of the site for the period of the contract, including the adjustment of same as required to suit the works all as indicated on the drawings, to protect the residents, visitors and the public at large and their vehicles and to prevent trespass by the public, for removing same on completion and permanent reinstatement of all finishes, surfacing etc.to the satisfaction of the Architect.</p>		note			
<p>B Please note that all site hoardings are to be erected and painted including all signage, logos etc. as per the Cork County Council - Site Hoarding Requirements and to be designed as Temporary Works by the Contractor in accordance with Health and Safety Requirements. Include here or elsewhere in the tender for the cost implications of all of the foregoing.</p>		note			

	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) DESCRIPTION OF THE SITE</u>					
<u>Method Statement - Main Contract Works</u>					
<p>A Given the nature of the Works which will be carried on a listed historic building in a fully occupied, served by a public thoroughfare, the sequencing of the works will need careful consideration to comply with Health and Safety Requirements, Cork County Council Requirements, Garda Siochana Requirements etc. The successful contractor will be required to prepare a full and detailed Construction Method Statement clearly outlining his approach to the project incorporating a Detailed Programme and Traffic Management Plan (which will be his responsibility for the period of the Contract). This Construction Method Statement must be in strict accordance with the Drawings, Specification and Works Requirements. Allow here for the full cost of complying with this specific requirement.</p>	1	Item			
<u>Fenced Area</u>					
<p>B The Contractor shall provide all necessary fencing hoardings, dust screens, planked footpaths, guard lights, lighting and the like, for the proper execution of the works and for the enclosing and protecting of the site against trespass and interference. Include for all necessary alterations and modifications as necessary during the works.</p>	1	Item			
<u>Existing Public Road & Private Carparking Areas</u>					
<p>C The Contractor shall be responsible for making good any damage caused to the existing public roads, reinstate all areas to the satisfaction of the Employer's Representative.</p>	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) DESCRIPTION OF THE SITE</u>					
	<u>Existing Landscaping</u>					
A	The Contractor shall be responsible for maintaining the existing landscaped areas within the confines of the site boundary for the duration of the works, including the upkeep and protection of the existing trees, hedges, shrubs, plants, cutting of grassed areas, etc. Reinststate all areas disturbed during the works to match their original condition including reinstatement of the flower beds, trees, etc., removed to facilitate the works.	1	Item			
	<u>Public Lighting</u>					
B	The Contractor shall be responsible for providing adequate protection to the existing public lighting lanterns and columns.	1	Item			
	<u>Existing Public Roadway</u>					
C	The Contractor shall ensure that the existing roadways and footpaths are maintained in a clean condition at all times. The Contractor is to ensure that all plant and equipment as necessary, including use of road sweeper, is available to ensure that all debris and earth is removed from all site traffic existing onto the footpaths and roadways for the duration of the works.	1	Item			
	<u>Contractor's Compound</u>					
D	The contractor is to make their own arrangement for an off site compound, due to the restricted nature of the site.	1	Item			
E	The storage of all machinery, vehicles, equipment, materials including the stockpiling of materials spoil heaps, parking of vehicles, etc., will not be permitted on the public roads, footpaths; these areas shall be maintained in a clear condition with unrestricted access at all times.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	DRAWINGS AND OTHER DOCUMENTS					
	<u>Drawings and Documents from which Pricing Document Summary is prepared</u>					
A	The Drawings, Specification and Other Documents making up the Volume A: Works Requirements from which this Volume A and the Volume C: Pricing Documents have been prepared are issued to all Contractors for Tendering purposes and are Scheduled and attached to Appendix A herein.		note			
	<u>Inspection of Drawings</u>					
B	Other Drawings and Documents referred to may be inspected by agreement with the Architect.		note			
	<u>Not Used</u>					
C	Not Used					
	<u>Project Duration</u>					
D	Time is of the essence on this project.		note			
E	The Time for Completion is 09 weeks including as per Clause 1.1 of The Schedule attached to the Volume B - Form of Tender which is also attached at Appendix A to this document.		note			
	<u>Programme:</u>					
	The contractor must provide a programme, incorporating the constraints stated or implied in the contract in the form of a Gant / Bar chart and clearly indicate;					
F	-The activities in all work packages and constraints for each stage of works.		note			
G	-All activities / events shall be numbered and annotated with earliest and latest event dates.		note			
H	-The critical path must be clearly shown on the programme.		note			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) DRAWINGS AND OTHER DOCUMENTS</u>					
<u>(Cont) Programme:</u>					
(Cont) The contractor must provide a programme, incorporating the constraints stated or implied in the contract in the form of a Gant / Bar chart and clearly indicate;					
A		note			
B		note			
C		note			
D		note			
E		note			
F		note			
G		note			
H		note			
J		note			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) DRAWINGS AND OTHER DOCUMENTS</u>					
	<u>(Cont) Programme:</u> (Cont) The contractor must provide a programme, incorporating the constraints stated or implied in the contract in the form of a Gant / Bar chart and clearly indicate;					
A	-Date by which works will be ready for testing by the Employers Representative / Employer		note			
B	-Details and dates of any information required from the Employers Representative/ Employer		note			
C	-Commissioning periods,		note			
D	-Provision of float, time risk allowances, quality control procedures, health and safety requirement, programme contingency, and any other requirement at set out in the contract.		note			
E	-Clearly identify named specialists works activities		note			
F	-BCAR – Dates by which works will be ready for inspection (as identified in the inspection plans)		note			
G	-Compliance in full with Government Procedures and Legal Requirements in relation to Covid 19 and all other Virus Pandemic Events including the Government “Return to Work Safety Protocol” and the Construction Industry Federation “Construction Sector C-19 Pandemic, Standard Operating Procedures” and all of their updates.		note			
	STANDARD CONDITIONS					
	<u>Form of Contract</u>					
H	The Form of Main Contract will be the Public Works Short Form of Contract PW- CF6 v1.14 dated 19th July 2023.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) STANDARD CONDITIONS</u>					
	<u>(Cont) Form of Contract</u>					
A	Where the revised Forms of Contract become available during the tender period (before the latest date for issuing additional information to tenderer) this information will be issued as a tender addendum.	1	Item			
	<u>Schedule of Clause Headings</u>					
B	A schedule of clause headings of the Conditions is set out hereunder for pricing by the Contractor where appropriate:	1	Item			
C	1.THIS CONTRACT	1	Item			
D	2.THE SITE, STARTING AND COMPLETING THE WORKS	1	Item			
E	3.THE WORKS	1	Item			
F	4.THE PRICE AND PAYMENT	1	Item			
G	5.REPRESENTATIONS AND COMMUNICATIONS	1	Item			
H	6.CONTRACTOR'S PERSONNEL	1	Item			
J	7.PAY AND CONDITIONS OF EMPLOYMENT OF WORKERS	1	Item			
K	8.LOSS OF AND DAMAGE TO THE WORKS	1	Item			
L	9.INDEMNITY FOR CLAIMS AND DAMAGE	1	Item			
M	10.INSURANCE	1	Item			
N	11.PROPERTY	1	Item			
P	12.TERMINATION	1	Item			
Q	13.ETHICS IN PUBLIC OFFICE	1	Item			
R	14.PROJECT SUPERVISOR FOR THE CONSTRUCTION STAGE	1	Item			
S	15.LAW, JURISDICTION AND DISPUTES	1	Item			
T	16.COVID-19 MANDATORY CLOSURE	1	Item			
U	17. Limit on Liability	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) STANDARD CONDITIONS</u>					
	<u>(Cont) Schedule of Clause Headings</u>					
A	18. Price Variation	1	Item			
	<u>The Schedule</u>					
B	(Completed by the Employer before Tender)	1	Item			
C	The Schedule is attached at Appendix A to this document and is also attached to the Volume B: Form of Tender. Provide for complying in all respects with the scdedule and conditions as described in Volume B - Form of Tender and Schedule	1	Item			
	<u>Model Forms</u>					
	The following Model Forms shall apply to this contract and the Tenderer shall enter in the money column whatever payments he may require to comply with these Model Forms (except where otherwise instructed).					
D	Model Form 1.22 Appointment of Project Supervisor	1	Item			
E	Model Form 1.23 Rates of Pay and Conditions of Employment Certificate	1	Item			
	CLARIFICATION OF CLAUSES					
	<u>Materials and Workmanship</u>					
F	Where National Standards to which equipment or materials must comply are cited, goods meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned, may also be accepted.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) CLARIFICATION OF CLAUSES</u>					
	<u>(Cont) Materials and Workmanship</u>					
A	Where reference is made in the Pricing Document to specific brand names, catalogue numbers or type of equipment or a specific manufacturer, offer of alternative equipment, articles or materials which have similar characteristics and provide equal performance and quality to those specified may also be considered. Any substitutions which the Contractor proposes to make in this respect must be approved by the Employer's Representative in writing before incorporation into the work.	1	Item			
B	Any approval given by the Architects in this respect shall not relieve the Contractor from his responsibility for the performance and quality of his proposed substitutions.	1	Item			
C	Materials, goods and workmanship are to be of the best quality of their respective kinds and those for which there is an Irish or British Standard or Code of Practice are to comply therewith unless otherwise stated. The Architects shall be the sole judge as to the fulfilment of these requirements	1	Item			
D	The Contractor shall provide a copy of any relevant Code of Practice for use by the foreman on site. Preambles and descriptions of materials, goods and workmanship given in any one section or trade are to apply throughout this Pricing Document unless otherwise described.	1	Item			
	<u>Deleterious, Hazardous or Undesirable Materials</u>					
	The materials listed below shall not be used on the project either in temporary works or incorporated in the permanent works in any shape or form:-					
E	(a)High Alumina Cement or Concrete;	1	Item			
F	(b)Calcium Chloride;	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) CLARIFICATION OF CLAUSES</u>					
<u>(Cont) Deleterious, Hazardous or Undesirable Materials</u>					
(Cont) The materials listed below shall not be used on the project either in temporary works or incorporated in the permanent works in any shape or form:-					
A (c)Calcium Silicate or sandlime bricks or tiles;	1	Item			
B (d)Asbestos products;	1	Item			
C (e)Wood Wool;	1	Item			
D (f)Crocidolite;	1	Item			
E (g)Sea Dredged Aggregates;	1	Item			
F (h)Urea Formaldehyde;	1	Item			
G (i) Materials containing fibres with a diameter of three microns or less and a length of 200 microns or less;	1	Item			
H (j) Polytetra Fluroethylene (PTFE) except when used as a non stick sealing within valves, joining material between pipes or as an isolating tape;	1	Item			
J (k) Mineral fibres (manmade or naturally occurring) which are not stabilized materials to prevent fire migration;	1	Item			
K (l)Halon	1	Item			
L (n)Lead based paint; and	1	Item			
M (o)Any other material generally considered to be deleterious at the time of use.	1	Item			
<u>Unfixed Materials</u>					
N All materials shall be carefully stacked and kept neatly and tidily in a position to be pointed out to the Contractor. All sheds shall be placed in positions agreed with the Architect.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) CLARIFICATION OF CLAUSES</u>					
	<u>(Cont) Unfixed Materials</u>					
A	The contractor shall disclose to the Employers Representative, at the time of each valuation, which of the unfixed materials and goods on site are vested in the employer.	1	Item			
	<u>VALUE ADDED TAX</u>					
B	This tender is to be returned Excluding VAT.	1	Item			
C	the amount of VAT to be included in the final adjustment of the Contract Sum shall be calculated at the rate(s) as may be properly decided by the Revenue Commissioners under the power vested in them by Value Added Tax Act 1972, but shall exclude any overpayments made or penalties incurred under the Act by the Contractor	1	Item			
D	pursuant to the new VAT Regulations that have come into effect from 1st September 2008, whereby the Employer as 'Principal Contractor' pays the VAT liability directly to the Revenue Commissioners	1	Item			
	CONTRACTOR'S LIABILITY					
	<u>Insurances</u>					
	The requirements for insurances are set out in the relevant Clause of the Conditions of Contract and as listed in The Schedule.					
	Required Extensions to Insurances:					
E	1.The Contractor to have All Risk Insurance on the Works in the joint names of the Contractor and Cork County Council .	1	Item			
F	2.The Contractor to have Public/Products/Pollution Liability insurance note that Cork County Council is included as an Additional Insured (in respect of the activities of the Contractor).	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) CONTRACTOR'S LIABILITY</u>					
	<u>(Cont) Insurances</u>					
	(Cont) Required Extensions to Insurances:					
A	3.The Contractor to have Employers Liability insurance with specific indemnity to Cork County Council.	1	Item			
B	4.The Contractor to have All Risks and Public/Products/Pollution Liability insurance to contain a Non Vitiation Clause.	1	Item			
C	5.Contractors All Risk, the limit of the insurance shall be for the full reinstatement cost of property insured, including the cost of demolition, removal of debris, delivery, professional Fees, inflation occurring during the construction and reinstatement period.	1	Item			
	LOCAL AUTHORITIES' FEES AND CHARGES					
	<u>Consents</u>					
D	The Contractor shall include here for all costs in connection with obtaining all Consents other than the Consents that the Works Requirements say that the Employer is to obtain.	1	Item			
E	The Contractor shall give and comply with all notices and pay all taxes, fees and charges required under Legal Requirements to be paid in connection with performing the Contract, unless the Works Requirements say otherwise.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER					
	<u>Visit Site</u>					
A	Tenderers are advised 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. They shall be taken to have made themselves acquainted with the nature 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.	1	Item			
B	They must take all the above matters into account when tendering and no claims for extras will be allowed in consequence of their failure to do this.	1	Item			
	<u>Restrictions on access to site</u>					
C	Access to, and the extent of the Site shall be as indicated on the Drawing Nr. 250102-T-001. The tenderers attention is particularly drawn to all existing buildings, roadways, paths, etc adjacent to the site. Uninterrupted public access must be maintained at all times to the businesses, areas, paths, etc indicated on the drawings. The Tenderer must take such public access into account when tendering and should include all costs associated for fencing, lighting, temporary roads and signage etc. Additional costs will not be entertained whatsoever for the provision of such access. The tenderer will have to liaise with the Employers Representative in order to agree the programme of works to accommodate the above public access.	1	Item			
D	The area indicated on drawing Nr. 250102-T-001, indicated for material set down is a shared public space. All work activities, deliveries, etc., are to be co-ordinated in a sequence and manner that causes minimal disruption to the adjoining residents/member of the public.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Restrictions on access to site</u>					
A	The works will only be able to commence on site from 31 August 2026 and must be completed before 30 October 2026. During this time the museum will be closed to the public while the internal works to the building are ongoing; once the internal works are completed the museum will reopen to the public; while the external works are still ongoing. During this period the contractor will have to provide safe access and egress requirements to the museum for members of the public and museum staff; including providing temporary gates; hoarding; walkways; protecting all building entrance steps, railings, public roads, paths, services, etc., as necessary and reinstating all work damaged to its original condition to the ER's satisfaction and providing security and traffic direction.	1	Item			
B	No interference with the normal operation of shop units and adjoining properties will be permitted and constriction and traffic noise must be kept to the lowest possible level.	1	Item			
C	Disciplinary action may be taken against any person found entering or leaving (or attempting to enter or leave) the site other than by the designated gates or entrances. If the Contractor uses a gate or gates to gain access or egress from the site, the Contractor shall be responsible for securing such gate or gates at all times throughout the Contract period.	1	Item			
D	The Contractor shall ensure that no damage is caused to the existing buildings or services due to the delivery of materials, the execution of the works or the removal of rubbish. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause.	1	Item			
E	All precautions shall be taken during construction to ensure the safety of pedestrians and other road users.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Safety of Site Operation</u>					
A	The Contractor shall include here for all costs in complying with the requirement the requirement for a "Project Supervisor" per the Conditions of Contract.	1	Item			
B	The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all Health, Welfare and Safety Standards and Regulations whatsoever arising in connection with the works and as between the Employer and the Contractor. The Contractor shall be responsible for the health and safety of all persons employed on the site, whether under his direct control or not. The Contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor, when developing and updating the preliminary safety plan should identify any problem areas, i.e. with the time period, aspects of the design which might cause particular safety problems, hazardous materials specified in the Pricing Document etc. shall notify the Architects in writing of said problems. The Architects shall issue necessary instruction. The Contractor shall bear all costs arising out of his failure to give notice of foreseeable matters in this regard.	1	Item			
	The Contractor shall include as a minimum for the following list of activities which is not exhaustive:					
C	-provision of Safety Officers and all safety supervisors, first aiders, inspectors and certifiers required.	1	Item			
D	-provision of tests and certificates on plant and equipment.	1	Item			
E	-provision of safety signs and signals.	1	Item			
F	-provision of Personal Protective Clothing and Personal Protective Equipment	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>(Cont) Safety of Site Operation</u>					
(Cont) The Contractor shall include as a minimum for the following list of activities which is not exhaustive:					
A -provision and maintenance of Emergency routes and exits and designated personnel responsible for emergency procedures.	1	Item			
B -provision of energy distribution installations in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations.	1	Item			
C -provision of temporary fire detection and fire fighting systems.	1	Item			
D -provision and maintenance of appropriate working conditions and work stations.	1	Item			
E -provision and maintenance of on site traffic routes.	1	Item			
F -provision of first aid equipment and first aid room as appropriate for the duration of the construction works and ensure that they are fully fitted out at all times	1	Item			
G -provision of on-site training, induction courses and tool box talks.	1	Item			
H -complying with SafePass Regulations.	1	Item			
J -establishing and maintenance of a permitting system for all hazardous activities	1	Item			
K The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Design Process to enable the preparation and completion of the Safety File.	1	Item			

	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER					
<u>Overhead Lines</u>					
<p>A The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines. Whenever possible they shall either be redirected away from the area of the site or else the current shall be cut off. If this is not possible, there shall be barriers or notices as appropriate to ensure that vehicles and installations are kept away. These may include the provision of goal- post type barriers on each side of the overhead line and the non-use of scaffolding or ladders within 10 metres of the overhead line.</p>	1	Item			
<u>Refurbishment/Alterations Work - Asbestos Products</u>					
<p>B Not Used</p>		note			
<p>C Where asbestos is found or suspected to be present in areas not identified in the tender documents - works shall be immediately suspended in its vicinity and no other work shall be carried out which might expose either the Contractor's personnel or third parties to contract with suspect material or of releasing it into the environment. The Employer's Representative shall be informed immediately and its instructions awaited. If any of the material has been disturbed the area shall be sealed off and the advise of the Health and Safety Authority obtained on the treatment required for personnel who may have been in contact with it.</p>	1	Item			
<p>D Work on asbestos containing materials shall be carried out in accordance with the appropriate legislation and regulations and with the instructions of the Health and Safety Authority.</p>	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Testing for Radon</u>					
A	Not Used.		note			
	<u>Site Supervision</u>					
B	The Contractor shall ensure that there are at all times on the site sufficient suitably qualified and experienced staff to supervise all work carried out by the Contractor and to advise and assist the employer in taking possession of the works.	1	Item			
	<u>'Construction Skills Certificate Schemes'</u>					
C	The Contractor shall provide for the operation of the requirements of the 'Construction Skills Certificate Schemes'.	1	Item			
	<u>Services Co-Ordinator</u>					
D	Not Used	1	Item			
	<u>Site Records</u>					
E	Provide for the provision and keeping of all statutory records.	1	Item			
F	Provide for maintaining a full set of site records of all labour, materials and plant used on the works to the approval of the Architects and a Record of Visitors to site and a daily weather record, recording minimum and maximum temperature and rainfall.	1	Item			
	<u>Quality Procedure</u>					
G	The Contractor shall establish and implement quality assurance procedures as required by the Works Requirements, including procedures for establishing quality assurance systems for itself and subcontractors. The Employer's Representative may monitor, spot check and audit the Contractor's quality assurance procedures.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Quality Procedure</u>					
A	If the Contractor / sub-contractor / Specialist operates an approved quality system a quality plan for the project must be submitted to the Architects.	1	Item			
	If no quality system is in operation the Contractor / sub-contractor / Specialist must comply with the following minimum requirements:-					
B	a)Establish and implement quality assurance procedures as required by the Works Requirements.	1	Item			
C	b)The quality assurance procedures shall be reflected in appropriate quality plans.	1	Item			
D	c)Identify the personnel responsible for the project management, site management, safety, and for inspection and testing of the works and for the verification of such tests.	1	Item			
E	d)Ensure that an adequate document control procedure is in place for the project which will ensure that :-	1	Item			
F	i)A drawing register is maintained to record details of all drawings received relating to the project including revision status and circulation record.	1	Item			
G	ii)All documents are date stamped and identified with the project.	1	Item			
H	iii)Superseded drawings are marked "Superseded" and removed from use	1	Item			
J	iv)All documentation is safely filed and easily retrievable.	1	Item			

	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>(Cont) Quality Procedure</u>					
(Cont) If no quality system is in operation the Contractor / sub-contractor / Specialist must comply with the following minimum requirements:-					
A					
B					
C					
D					
E					

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>Freedom of Information</u>					
A The Client proposes that the following information relating to this tender competition will be made available on request under the Freedom of Information Act 1997:	1	Item			
B (a)The name of the Contractor who is awarded the contract and the total amount of the tender.	1	Item			
C (b)To the unsuccessful tenderers, the reason why their tender was rejected.	1	Item			
D You are asked to consider if any of the information supplied by you in this tender should not be disclosed because of its sensitivity, (other than that referred to at (i) above). If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The Client will consult with you about sensitive information before making a decision on any Freedom of Information request received. Please make a statement to the effect that information not identified as sensitive (in accordance with the foregoing) may be released in response to a request under the Freedom of Information Act.	1	Item			

	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER					
<u>Schedule of Dilapidations</u>					
<p>A Before commencing work on site the Contractor shall undertake a comprehensive survey of the condition of the existing building (Incl Boundaries) and structures adjacent to the site, roadways and footpaths and he shall submit to the Employers Representative a written schedule of dilapidations and independent photographic records of all existing defects at least two weeks before commencing work on site. The Contractor shall allow for all associated costs in preparing such a schedule and agreeing same with the Employers Representative and any adjacent owners or their professional representatives.</p>	1	Item			
<u>Restrictions on use of the site</u>					
<p>B The Contractor shall confine his activities to the work included in the Contract and shall not allow his men to trespass onto other parts of the site or onto adjacent lands unless in direct execution of work included in this Contract. In the event of any claims arising due to failure to comply with this Clause, the Contractor shall be held entirely responsible and shall pay any cost in connection therewith.</p>	1	Item			
<u>Damage to Adjoining Property</u>					
<p>C The Contractor will be held responsible for any damage to adjoining property and any other properties adjacent to the site, which may be caused by the execution of the works and he is to provide any necessary protection for this purpose and remove same when no longer required and make good any damage at his own expense. He is to indemnify the employer in respect of any claim for disturbance or damage arising out of the foregoing.</p>	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Limitations on working space</u>					
A	Storage space for materials shall be confined to areas immediately adjacent, as far as practicable, to where they will ultimately be used. No materials, site huts, etc. shall be placed in a position which is likely to interfere with the progress of the works.	1	Item			
	<u>Limitations on working hours</u>					
B	The Museum is open to the public; Tuesday - Saturday 10 am - 5 pm (Summer Season); Wednesday - Saturday 10 am - 5 pm (Winter Season)		note			
C	Subject to any provision to the contrary contained in the contract, none of the works should be carried out prior to 08.00am Monday to Friday or after 18.00 Monday to Friday (Saturday work shall be between the hours 08.00 - 13.00); work is not permitted to be carried out on Sundays or Public Holidays except in extraordinary circumstances where prior written approval has been obtained from the planning authority	1	Item			
D	Any limitations imposed by Planning Conditions must be adhered to in full	1	Item			
E	Any limitations imposed by the Local Authority or Garda Siochana must be adhered to in full	1	Item			
F	Contractor shall comply with B.S.5228: Part 1:1997 "Noise and Vibration control on construction and open sites - Code of practice for basic information and procedures for noise and vibration control"	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Use of materials found on site</u>					
A	Materials found by the Contractor on or adjacent to the site are not to be incorporated in the works without the prior written approval of the Architects.	1	Item			
	<u>Disposal of materials found on site</u>					
B	Materials found on site shall be disposed of in accordance with the instruction of the Architects.	1	Item			
	<u>Waste Management</u>					
C	The Contractor is required to comply with all waste management statutory requirements.	1	Item			
D	provide for preparing a Waste Management Plan prior to commencement which shall include for the segregation of all wastes into recyclable, biodegradable and residual wastes. The Plan shall also detail the types of waste, quantities involved, the authorised waste contractors and authorised disposal site proposed for this contract. This is to be approved by the Local Authority prior to commencement	1	Item			
	<u>Hoardings</u>					
E	The Contractor is required to provide such hoardings or other methods of protection as are necessary. Provide and maintain temporary fencing; minimum 2.00m high, solid plywood security fencing to be provided set in concrete base pads or equal approved method, painted on the public side including gates, ironmongery, secure locking device, signage and lighting as necessary to fully secure the site at all times; removal upon completion and all making good any damage caused to the full satisfaction of the Employers Representative.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Hoardings</u>					
A	Obtain permission from the Local Authority for all temporary hoarding and fences. Pay all rates, fees and licences and comply with the requirements of the Local Authority.	1	Item			
	<u>Screens</u>					
B	Provide and maintain all necessary dustproof and weatherproof screens as required throughout the duration of the Contract	1	Item			
C	Provide and maintain all temporary screens and construct in accordance with the Architects details/specification. The temporary screens shall be located where indicated, removed and re-erected as required.	1	Item			
	<u>Temporary roofs</u>					
D	Not Used		note			
	<u>Temporary Name boards</u>					
E	The following unobstructed signs are required to be erected outside of the site for the duration of the works; A site sign with project information and graphics: size 2400mm wide x 1500mm high. Sample image of information and graphic signage required is located adjacent to this text. Temporary structures for signage to be designed by the Contractor. Structures to be located inside site boundary.	1	Item			
	<u>Advertising rights</u>					
F	No signage other than that approved by the Architects shall be erected on the site.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Maintenance and protection of existing services</u>					
A	The Contractor shall do everything necessary to avoid damage to any services and structures on, under or above the ground which are manifestly put at risk by the execution of the works.	1	Item			
B	Protect, uphold and maintain all overground and underground services of statutory authorities, utility providers or private owners and all pipes, ducts, walls, underground or overhead cables, etc. encountered during the execution of the works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection there with to the satisfaction of the Employer, Architect, Statutory Authorities, Service Providers or Private Owners.	1	Item			
C	The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact the ElectriCounty Supply Board, Bord Gais, Telecom Eireann, Irish Water, Chorus and the Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and watermains in advance of any excavation or opening up work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Maintenance and protection of existing services</u>					
A	<p>The contingency plan must be approved in advance by the Architects and will include the names and contact numbers to effect an immediate responses to restore and maintain services. The Contractor will advise the relevant bodies in advance of commencing excavation or opening up work of the dates on which such services may be risk. Where deemed necessary the Services Engineer or relevent authority a representative or emergency crew as appropriate will be in attendance where any particular service is at risk.</p> <p><u>Order of execution and completion of the Works</u></p> <p>The execution or completion of the work in any specific order or in sections or phases, including any concidental work not at the discretion of the Contractor;</p> <p>Order and Execution of the Works</p>	1	Item			
B	<p>The works will be carried out in phases, the first phase will be the internal works; the second phase will be the remaining scope of works.</p> <p><u>Maintenance of temperature and humidity levels</u></p>	1	Item			
C	<p>Provide for all necessary equipment, fuel and attendance for controlling and maintaining the specific temperature and humidity of the works as and when required.</p> <p><u>Use of permanent heating installation</u></p>	1	Item			
D	Not Used	1	Item			
				<i>To Collection €</i>		

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Temporary accommodation and facilities for Employer</u>					
A	On each site the Contractor to have available for Site Meetings suitable temporary accommodation with adequate table area, chairs, heating, lighting and attendance as necessary.	1	Item			
	<u>Office for Resident Architect/Clerk of Works</u>					
B	Not required.		note			
	<u>Parking facilities for Employer and Design Team</u>					
C	Not required.		note			
	<u>Employment of Labour</u>					
D	None but fully qualified and competent tradesmen together with their necessary labourers or helpers shall be employed by the Contractor on the Works and the whole of the same shall be carried out and completed in the best and most substantial manner.	1	Item			
	<u>Local Labour</u>					
E	Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work, be recruited from the local offices of FAS or other such agency to the extent that the total labour requirement of the contract exceeds the Contractor's core workforce.	1	Item			
	<u>Industrial Relations</u>					
F	The Contractor shall be responsible for ensuring a good industrial relations climate on site. He shall not hire any labour directly at the site.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Industrial Relations</u>					
A	In the event of a dispute arising, the Contractor shall take all precautions to avoid a strike situation and in the event of a strike taking place shall ensure that the employers premises are not picketed.	1	Item			
	<u>Rights of Search</u>					
B	The issue of a Site Pass, I.D. Badge, "Gate Pass" or vehicle pass is conditional upon acceptance by the Contractor, his employees, sub-contractors, Specialists, vendors and visitors of the Employer's, right to search in the course of security checks both vehicles and persons.	1	Item			
	<u>Rights to refuse admission</u>					
C	The Employer and Employer's Representative reserves the right to refuse admittance to the site or evict therefore any person found to be under the influence of intoxicating liquor or drugs.	1	Item			
D	No intoxicating liquor or drugs shall be brought onto the site or accepted from any person on site.	1	Item			
	<u>Use of radio by Contractor</u>					
E	Not Used		note			
	<u>Car parking by Contractor's employees</u>					
F	The Contractor shall provide carparking for their employees off the public road.	1	Item			
	<u>Setting out the Works</u>					
G	All instrument work in setting out to be done by personnel experienced and practised in this work. If these are not members of the Main Contractor's own staff, they must be members of a properly established surveying firm, with the necessary qualifications to carry out the whole of the work in an expert manner.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Setting out the Works</u>					
A	The Contractor will be wholly responsible to the Employer for any errors in the work, and meet all costs arising therefrom.	1	Item			
B	The Main Contractor will be held fully responsible for checking all sub-contractors and Specialists setting out and satisfying himself as to its correctness. The Tender is deemed to include any costs arising from the Main Contractor's failure to comply with the foregoing as no claim for extra payment or extension of time to the Contract period will be admissible.	1	Item			
	<u>Protection of work</u>					
C	The Contractor is to case up and protect the work done by other tradesmen and be responsible for and make good or pay for the making good of any work which may suffer from want of such casing and protection. Cover up and protect from all injury all cladding and roofing systems. Case up all joinery mouldings.	1	Item			
	<u>Submission of Samples</u>					
D	If requested by the Architect, samples of all materials proposed to be used for the works shall be submitted to him, together with the name and address of the supplier and such information, instructions and directions as the supplier has issued. Samples shall then be subject to the Architects approval prior to the delivery of the materials to the site. All materials delivered to and used upon the works must be at least equal in quality to the same, and the Contractor shall ensure that he complies with all manufacturer's instructions and recommendation. Any materials condemned by the Architects as unfit for use in the works shall be immediately removed from the site at the Contractor's expense.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Submission of Samples</u>					
A	The Contractor shall include here for supplying and erecting the samples requested in the Works Requirements.	1	Item			
B	Such samples shall not form part of the permanent works.	1	Item			
C	All materials and prefabricated items shall be manufactured and tested in accordance with the specified requirements. When evidence of conformance depends solely on inspections and tests performed by a sub-contractor, Specialist, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.	1	Item			
D	No materials or prefabricated items shall be used in the works until it has been verified that they comply with the specified requirements.	1	Item			
E	Where appropriate, all materials and prefabricated items delivered to the site shall bear the Manufacturer's name, brand name, or any other data that may be required to verify the exact nature of the material or item and relate it to the specified requirements.	1	Item			
F	Where applicable, materials and prefabricated items shall be obtained from Suppliers and Manufacturers who have been assessed by an independent certification authority accredited by the National Accreditation Council for Certification Bodies.	1	Item			
G	Transportation, handling and storage of materials and prefabricated items shall be controlled to prevent mis-use, damage or deterioration.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Submission of Samples</u>					
A	The Contractor shall operate quarantine procedures for the identification and isolation of materials and prefabricated items that do not comply with the specified requirements.	1	Item			
B	Works test certificates shall include, whenever applicable, the location in the works of the delivery or batch which the sample represents.	1	Item			
	<u>Standard Tests</u>					
C	The Contractor shall make such standard tests of concrete, blockwork, mortar, steelwork and other materials as set out in the Works Requirements or as the Architects may direct.	1	Item			
D	The cost of all on and off site tests, all testing fees and charges and any apparatus required, or the use of such shall be borne by the Contractor. The Contractor shall also bear the cost of forming concrete test cubes and transporting the cubes for testing.	1	Item			
	<u>Archaeology, Curiosities etc</u>					
E	The Contractor shall not disturb any ancient works without the Architects permission and shall at once hand over to him any object of antiquarian, geological or other interest or value discovered during the progress of the work	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Temporary Works</u>					
A	The Contractor shall be solely responsible for designing and carrying out all necessary temporary works, including falsework, earthwork support, temporary sheet steel piling and for taking all necessary steps to ensure the continuous stability for the duration of the contract of the existing buildings, of their remaining sections, of neighbouring structures, footpaths, roads and lands and of all new work under construction including both in-situ and precast concrete, steelwork and masonry.	1	Item			
B	A Chartered Engineer, or other suitably experienced and qualified person as approved by the Architect, shall on behalf of the Contractor carry out a detailed structural survey and appraisal of the existing buildings, including buildings on adjoining sites as may be necessary, and shall design and prepare detailed drawings for all the temporary works in accordance with the recommendations of the relevant British Standards. These proposals shall incorporate any and all amounts of temporary works indicated on the Architect's drawings but such temporary works shall not be assumed by the Contractor to be sufficient in themselves for any purpose.	1	Item			
C	Work near/in existing buildings, near adjacent buildings, roadways or pavements and excavations for foundations adjacent to existing buildings, roadways or pavements shall be carried out in such a manner as will not endanger these existing buildings, roadways or pavements.	1	Item			
D	The Contractor's attention is drawn to the fact that he must comply with all Safety, Health and Welfare at Work Acts and Regulations in relation to temporary works, scaffolding etc.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>(Cont) Temporary Works</u>					
A	The Contractor, who is responsible for providing the specified materials and the required standard of workmanship and who has responsibility to decide his own detailed method of construction and to maintain stability of the building while it is under his control, must recognise the need to employ properly qualified and experienced supervisors on site. (The Contractor's attention is drawn to the publication "Stability of Buildings" by the Institution of Structural Architects- in particular to the section "Construction Stage" and to the Appendix). On complex structures or in circumstances where a full understanding of Engineering principles is required to execute the work safely, the Contractor shall employ a chartered Engineer to direct and supervise the construction.	1	Item			
	<u>Tax Clearance Certificate</u>					
B	Prior to the award of any contract or subcontract, the Contractor, sub-contractor or Specialist under consideration will be required to produce a Tax Clearance Certificate.	1	Item			
	<u>Temporary Hoists</u>					
C	Should the Contractor choose to use a temporary hoist or hoists it/they shall be located in location(s) to be agreed with the Architect.	1	Item			
	<u>Effluents or Waste</u>					
D	The Contractor shall ensure that any effluent or waste from the works shall not be discharged into ponds, drains and sewers unless permitted by the Local Authority and Employer.	1	Item			
E	The Contractor shall at all times protect and safeguard excavations, holes, openings and the like and any other hazards caused by the carrying out of the Contract Works.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Site Transport</u>					
A	The Contractor shall ensure that his tracked vehicles or cranes do not travel on finished roads or in the planted areas without the written permission of the Architects, and only with use of timber mats or other approved precautions to prevent damage to the roads.	1	Item			
B	The parking of Contractor's employees' cars shall be in accordance with the Employers requirements and as shown on the site layout drawings. Parking on any roadways is prohibited.	1	Item			
	<u>Sectoral Employment Order (Construction Sector) 2021- Statutory Instrument No 598/2021 and Sectoral Employment Order (Construction Sector) 2023 - Statutory Instrument No 207/2023</u>					
C	The Current Sectoral Employment Order (Construction Sector) 2021 came into effect on 1 February 2022. This sets the statutory minimum rates of pay and other conditions (sick pay and pension entitlements) for persons employed in the construction sector. Statutory Instrument No 598/2021 and Statutory Instrument No 207/2023 which comes into effect on the 18th September 2023, both statutory instruments should be read together. The Order also outlines a Dispute Resolutions Procedure.	1	Item			
D	The Contractor is to include here for the full cost of compliance with the foregoing.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
	<u>Pre-Condition Survey</u>					
A	The Contractor is to complete a pre-condition survey of the site prior to any works commencing on site, this should include a detailed photograph survey of the site, all site boundaries adjacent properties, existing structures, adjacent roads, paths, landscaping, above and below ground services. The Contractor is responsible for highlighting and survey of any existing defect or issues. the pre-condition report inclusive of photographs should be submitted to the employer's representative notifying them of any issues of defects prior to any works commencing.	1	Item			
	<u>Access for Employer's Representative and Workshops</u>					
B	The Employer's Representative and any person authorised by him shall at all reasonable times have access to the works and to the site and to all workshops and places where work is being prepared or whence materials, manufactured articles and machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or obtaining the right to such access	1	Item			
	<u>Notice to Employer's Representative for Inspection</u>					
C	Before placing foundations, laying drains, filling trenches, pouring reinforced concrete and otherwise proceeding with work that will cover and conceal previous work, the Contractor shall give early notice in writing to the Employer's Representative and shall afford him an opportunity of inspecting the previous work. Approvals given at such inspections will not relieve the Contractor for full responsibility for the quality of the work throughout.	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>(Cont) Notice to Employer's Representative for Inspection</u>					
A Approval given at such inspection will not relieve the Contractor from full responsibility for the quality of the work throughout	1	Item			
<u>Notice to the Quantity Surveyor</u>					
B Give reasonable notice to the Quantity Surveyor before covering up any work which the Quantity Surveyor may require to be measured.	1	Item			
C The Contractor is to produce photographic record of any work, prior to being covered up, which may lead to the instruction of a Change Order by the Employer's Representative. The use of digital photographs will NOT be permitted for the use of recording variations, all photographs are to be date and time recorded.	1	Item			
<u>Site Supervision</u>					
D The Contractor shall ensure that there are at all times on the site sufficient suitably qualified and experienced staff to supervise all work carried out by the Contractor and to advise and assist the employer in taking possession of the works.	1	Item			

Description	Qty	Unit	Rate	€	c
<p style="text-align: center;"><u>PRELIMMINARIES (Cont)</u></p> <p><u>(Cont) PRELIMINARY PARTICULARS</u></p> <p><u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u></p> <p><u>Contracts Manager</u></p> <p>A The Contractor shall immediately on appointment assign a Contracts Manager who shall have a full authority to act on the Contractor's behalf in connection with the Contract. The Contractor shall notify the Employer's Representative of the name of the person so appointed and of his normal place of work. The Contractor may from time to time by further written notice to the Employer's Representative remove any person from his appointment as the Contracts Manager and appoint another person in his place with effect from a date to be specified in the notice. The Contractor shall at all times until the end of the Defects Liability Period ensure that a person is appointed to act as the Contracts Manager.</p>	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>Site Manager</u>					
<p>A From the commencement of work at the site until the works have been certified as Substantially Complete, the Contractor shall ensure that some suitable person is employed by him at the Site as Site Manager. The Site Manager shall supervise and co-ordinate all work carried out on the site by the Contractor and receive all instructions given by or on behalf of the Employer's Representative to the Contractor at the site. The Site Manager shall be present at the site throughout normal working hours except when on leave, sick, or absent for reasons connected with the proper performance of this Contract. Whenever the Site Manager is absent from the site during normal working hours, a suitable person shall be appointed to act as his deputy. The Site Manager shall not be employed by the Contractor to do work other than work specifically related to the Contract. The Contractor shall notify the Employer's Representative of the person appointed as Site Manager and shall not change such appointment without the prior written consent of the Employer's Representative.</p>	1	Item			

	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u>					
<u>Contractor Liaison Person</u>					
<p>A "The Contractor shall allow for a liaison person for engagement with the local community (including neighbours, local businesses and councillors) over the course of the project. This is to ensure the community is fully aware of any disruptions to access, services, parking, peace and traffic flow. The role will involve drafting and delivering information fliers and managing public concerns and issues. All signage in relation to disruption to businesses to be provided by the Contractor. Access to businesses to be maintained at all times during business hours. Some out of hours work may be required by the Contractor to facilitate this. This should be kept to a minimum and permission will be required specifically from the ER."</p>	1	Item			
<u>Trade Names</u>					
<p>B In any case where trade names or manufacturer's marks are used in the tender documents they are deemed in every case to be accompanied by the works "or equivalent".</p>	1	Item			
<u>Measurement</u>					
<p>C Notwithstanding anything shown on the drawings, the Contractor shall check all dimensions on site before putting work in hand and shall be responsible for the dimensional coordination of all parts of the works.</p>	1	Item			

Description	Qty	Unit	Rate	€	c
<p style="text-align: center;"><u>PRELIMMINARIES (Cont)</u></p> <p><u>(Cont) PRELIMINARY PARTICULARS</u></p> <p><u>(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER</u></p> <p><u>Sub-Contractors / Suppliers - Design and Production Information</u></p> <p>A Certain Sub-Contractors/Suppliers will be required to provide design and production drawings and other information: The Contractor shall make reasonable allowance for the time taken in completing such information, checking, inspection by the Employer's Representative. The Contractor shall take appropriate action to obtain all information which the Sub-Contractors/Suppliers are required to provide. The Contractor shall thoroughly check on the basis of information available, note any comments, discrepancies and divergences and submit to the Employer's Representative. Ensure that any necessary amendments to the information are made in accordance with any comments of the Employer's Representative, and re-submit unless the Employer's Representative so confirms that this is not necessary. If submitted information differs from the Sub-Contract documents, each such difference must be the subject of a request for substitution or Change Order. Should any amendment required by the Employer's Representative be considered to involve a variation, the Contractor shall notify the Employer's Representative without delay and shall not proceed until sub-sequentially instructed. Claims for the extra over cost of such work, if made after it has been carried out, may not be allowed. Obtain final version of all information and submit to the Employer's Representative the number of copies required by him. Distribute additional copies to all affected Sub-Contractors and Suppliers, retain copies for your the Contractors own use and keep at least one copy on site. Ensure that the work is carried out in accordance with this final version"</p>	1	Item			

	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER					
<u>Construction and Waste Levy</u>					
<p>A The Contractor shall comply with the Waste Management (landfill levy) Regulations 2002. These Regulations (the landfill levy) came into force on 1 June 2002. It applies to wastes delivered for disposal at landfill sites, including C & D wastes. C & D Waste which is used in landfill site engineering, restoration or remediation purposes, is exempt from the levy when it is non-hazardous comprising of concrete, bricks, tiles, road planings or other similar materials and is particle size or less than 150mm. Excavation spoil which is used for landfill site engineering, restoration or remediation purposes is exempt from the levy when it is comprised of clay, sand, gravel or stone. The desposition in a quarry is exempt, where such material is in a chemically unaltered state. The Contractor shall liaise with the Environment Section of relevant Local Authority to agree a location for the proper and safe disposal of all waste and excavated materials resulting from the proposed works.</p>	1	Item			
<u>Levels</u>					
<p>B Before the Contractor commences work and before the existing ground is disturbed he shall confirm in writing his agreement that all existing levels as indicated on the drawings are correct If the Contractor considers that the existing ground levels vary from those shown on the drawings he shall seek clarification and instruction from the Employer's Representative"</p>	1	Item			
TENDERING DETAILS					
<u>Expense of preparing Tender</u>					
<p>C Contractors will not be remunerated for any trouble or expense they may incur in making up their Tenders.</p>	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) TENDERING DETAILS</u>					
	<u>Bid Bond</u>					
A	Not Required		note			
	<u>Parent Company Guarantee</u>					
B	Not Required		note			
	<u>Comparative Cost of Tender</u>					
C	The Employer does not bind himself to accept the lowest or any Tender.	1	Item			
D	Comparative Cost of Tender does not apply to this tender.	1	Item			
	<u>Pricing the Pricing Document</u>					
E	The Pricing Document must be returned priced in ink. If any items are not priced they will be deemed to be spread over and included in the prices generally. A tender in any other format (eg. computerised printouts or tenders on computer disks) will not be accepted.	1	Item			
F	Descriptive sizes are given in the nearest metric to correspond with present available imperial sizes. No extra resulting from slight changes in sizes when metric equivalents are manufactured will be allowed.	1	Item			
	<u>Tender Qualifications</u>					
G	The Tenders shall be strictly in accordance with the Pricing Document, Drawings, Contractor's obligations pursuant to the Conditions of Contract and shall not be qualified in any way. Any such qualification may result in the Tender not being considered in accordance with the Instructions to Tenderers.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) TENDERING DETAILS</u>					
	<u>Work to be Performed</u>					
A	The Contractor shall furnish all labour, materials and equipment, tools, construction plant and supervision to perform the work in accordance with and described in the Specifications and Drawings referred to herein, and as subsequently amended or revised.	1	Item			
B	The Contractor shall include in the Contract Price for all consumable construction materials.	1	Item			
C	The Contractor shall be held to have satisfied himself by careful examination of the drawing and specification and of the site as to the amount of work to be carried out to enable the works to function satisfactorily. This shall include all items reasonable and obviously referred to as necessary though not implied in the Drawings and Specifications and the contract is for completely finished work strictly in accordance with the true content and meaning of the Drawings and Specifications and no payment beyond the Contract Sum will be allowed in consequence of the Contractor having failed to properly acquaint himself with the site, drawings and specifications.	1	Item			
	<u>Provide Everything Necessary</u>					
D	The Contractor shall provide everything necessary for the proper execution of the Contract according to the true intent and meaning of the documents. Whether same may or may not be particularly described, provided same is reasonably inferred therefrom.	1	Item			
	<u>Lump sum additions or deductions to arrive at Tender</u>					
E	See Instructions to Tenderers Document.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	SUPPLIED BY THE EMPLOYER					
	<u>Water for the works</u>					
A	By Main Contractor.	1	Item			
	<u>Electricity for the works</u>					
B	By Main Contractor	1	Item			
	IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR					
C	Maintaining temporary works, adapting, clearing away and making good together with notices and fees to Statutory Authorities, Public Undertakings or Public or Private Utility Providers related to the items shall be deemed to be included with the following items:	1	Item			
	<u>Plant, Tools and Vehicles</u>					
	Provide all necessary mechanical and non-mechanical plant, tools and vehicles necessary for the proper execution and completion of the work.					
D	a)bringing to site, erecting and removing on completion	1	Item			
E	b)maintaining on site for the duration of the works	1	Item			
	<u>Scaffolding</u>					
	Provide all necessary scaffolding for the proper execution and completion of the works.					
F	a)bringing to site, erecting and removing on completion	1	Item			
G	b)maintaining on site for the duration of the works	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>(Cont) Scaffolding</u>					
	(Cont) Provide all necessary scaffolding for the proper execution and completion of the works.					
A	If the Contractor should strike any of this scaffolding before ascertaining whether it is required by a sub-contractor, Specialist or Statutory Authority, Public Undertaking or Public or Private Utility Provider, he must re-erect it, if so required at his own expense.	1	Item			
B	The scaffolding must be the subject of detailed provisions of the Construction Safety Plan.	1	Item			
C	Fall arrest netting and/or fall arrest bean bags required when working on the roof	1	Item			
D	All scaffolding shall be fitted with protective mesh which shall be high performance, flame retardant sheeting, with exceptional strength and wind resistance.	1	Item			
	<u>Site Administration</u>					
E	Provide for all on and off site management and administration including cost of Foreman and Site Agent Contractor's Representative and Contractor's Supervisor in charge.	1	Item			
	<u>Site Security</u>					
F	The contractor should take particular cognisance of the security provisions required to maintaining the site in a safe and effective manner both during the day and night. The contractor must provide everything necessary for full security for the duration of the works, including adequate hoarding, lockable gates, lock ups, site security, site surveillance. Failure to comply with these requirements will not entitle the contractor to any additional extras.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>(Cont) Site Security</u>					
A	Provide for safeguarding the works, materials and plant against damage and theft including providing all necessary watching and lighting for the security of the works and the protection of the public. Provide shelter and heat for any watchmen so required.	1	Item			
B	The Contractor is to provide for clearly identifying the site perimeters and surroundings for the full duration of the works.	1	Item			
C	The Contractor shall make provisions for protection of the public from site operations and arrangements for protection of third parties and visitors to the site in accordance with all statutory requirements.	1	Item			
	<u>Contractor's Compound</u>					
D	Arrangements for the Contractors Compound and position for same are to be agreed with the Employer's Representative	1	Item			
	<u>Transport for Workpeople</u>					
E	Provide for all necessary transport for work people including those of sub- contractor's, Specialists to and from site including compliance with Road Traffic Acts and other regulations in this regard, payment of all fees, charges and the like.	1	Item			
	<u>Protection of the Works against inclement weather</u>					
F	Provide for carefully covering up and protecting the works, or any adjoining property exposed by the works, at all times from inclement weather.	1	Item			

Description	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR					
<u>Water for the Works</u>					
A Provide clean, fresh water for use on the works, pay all charges in connection therewith, provide all temporary storage, plumbing services, pipes, connections, taps, hoses, valves, stand pipes etc. and clean away and make good on completion.	1	Item			
<u>Lighting and power for the Works</u>					
B The Contractor shall provide electricity for use on the works and pay all charges in connection therewith. The Contractor shall provide all artificial lighting and power for the works, provide for distribution about the site and all temporary connections, leads, fittings, etc. and clear away and make good on completion.	1	Item			
C The lighting shall be to the standard stated by the Health and Safety Project Supervisor Construction Stage.	1	Item			
D The Contractor shall include for a 3-phase electricity 380/220 V. power supply if this is required either for his own work or for work to be executed by sub-contractors and Specialists. It shall be the Contractor's responsibility to ascertain the level of supply required by all sub-contractors and Specialists and to have this available prior to their commencing work on site.	1	Item			

	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR					
<u>Temporary roads, hardstandings, crossings, etc.</u>					
<p>A The Contractor shall provide all necessary temporary roads, tracks, hardstandings and the like, and hack up and make good on completion. The Contractor shall erect a secure fence with gate around the site compound. All temporary roads and hardstandings shall be suitably sign posted. On completion the temporary roads, tracks, hardstandings and security fence shall be removed as required and areas disturbed made good. The Contractor shall examine the nature and levels of the area designated for the site compound(s). If he considers that levels need raising or lowering for his purposes he shall include the cost of so doing in the tender, such cost to include reinstatement to the original levels, including top soiling and grassing, on completion to the satisfaction of the Engineer.</p>	1	Item			
<u>Temporary accommodation for use of the Contractor</u>					
<p>B Provide and maintain toilet facilities, washing facilities, drying room and canteen(s) for the Contractor's staff including those of his sub-contractors and specialists and watertight sheds for the storage of his materials, tools and tackle, including suitable and separate storage for dangerous materials or substances, in positions to be agreed with the Health and Safety Project Supervisor Construction Stage. Alter, shift and adapt same as necessary from time to time. Maintain in a clean and tidy condition at all times. Provide and maintain temporary office accommodation.</p>	1	Item			
<p>C Welfare facilities for workpeople shall be in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations.</p>	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
<u>(Cont) Temporary accommodation for use of the Contractor</u>					
A	1	Item			
<u>Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.</u>					
<u>Temporary Accommodation for Sub-contractors and Specialists</u>					
B	1	Item			
The Main Contractor shall provide free of charge to the sub-contractors and Specialists a limited area for use in the storage of its materials, plant and for the location of any temporary site office that are essential to the sub-contractors and Specialists including suitable and separate storage for dangerous materials or substances. The sub-contractors and Specialists will be responsible for the maintenance of these areas and for their security and for the materials, plant and any other items therein.					
<u>Site Meetings</u>					
C	1	Item			
The successful tenderer will be required to attend regular co-ordination meetings with sub-contractors, Specialists and the Consultants to ensure the proper co- ordination, sequencing and quality of the work.					
<u>Traffic regulations</u>					
D	1	Item			
Provide for complying with all regulations laid down by the Garda Siochana and for liasing with the local Garda Station and Local Authority in relation to all works, on or adjacent to the Public Roadway.					

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>Building Regulations</u>					
A	The Contractor shall be responsible for the serving of and compliance with all notices and the like required under the Building Control (Amendment) Regulations SI NO.9 2014 (1st March 2014) and the current Building Regulations in connection with the execution and completion of the works.	1	Item			
	<u>Safety, health and welfare of workpeople</u>					
B	The Contractor shall include for complying with all Safety, Health and Welfare at Work Acts and Regulations.	1	Item			
C	The Contractors obligations in complying with all Safety, Health and Welfare at Work (Construction) Regulations is set out in the "Safety of Site Operations" clause above.	1	Item			
D	The provision and maintenance of office accommodation, toilet facilities, washing facilities, drying room and canteen(s) is described in the "Temporary accommodation for use of the Contractor" clause above and the "Eating" clause below.	1	Item			
E	The Contractors obligations regarding temporary works is set out in the "Temporary Works" clause above.	1	Item			
	<u>Eating</u>					
F	Provide a mess room for the Contractor's own workpeople (including those of his sub-contractors and Specialists) and provide adequate tables, chairs and cooking equipment Provide also adequate clothes drying facilities. Keep the mess room in a clean and sanitary condition at all times and provide all consumables necessary for its proper functioning.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>(Cont) Eating</u>					
A	All messing facilities are to be confined strictly within temporary mess rooms provided specifically for that purpose by the Contractor. No eating will be permitted on other areas of the site, within buildings or any area adjacent to the site.	1	Item			
	<u>Disbursements arising from the employment of workpeople</u>					
B	Provide for all costs in respect of all workpeople in complying with all relevant employment legislation.	1	Item			
	<u>Maintenance of public and private roads</u>					
C	Maintain and keep clean all public and private road (including temporary roads), footpaths, kerbs, etc. and keep the approaches to the site clear of mud. The Contractor is to make good any damage caused by his own or any sub-contractor's or Supplier's transport at his own expense and pay all costs and charges in connection therewith.	1	Item			
D	The Contractor shall clean by brushing and hosing all walkways and roadways used by his crews and vehicles (or those of sub-contractors or Specialists) at least once per day and/or as often as necessary to keep the roadways free of dirt, dust and mud. The Contractor will supply his own hoses and connections to water supply points approved by the Local Authority/Employer.	1	Item			
E	The Contractor shall ensure that no damage is caused to the existing roads due to the delivery of materials, the execution of works, or the removal of rubbish. All vehicles entering or leaving the site carrying loads which constitute a potential dust or dirt nuisance such as aggregate, sand, gravel, soil or the like shall be secured so that no materials shall leave the vehicle.	1	Item			

	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
<u>(Cont) Maintenance of public and private roads</u>					
A					
B					
C					
D					
E					

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>Clearing up and making good on completion</u>					
A	The Contractor will be required to clear away any builders rubble, debris or waste upon completion of the contract works, and make good and reinstate to their original condition any areas disturbed during the course of construction.	1	Item			
B	Provide for clearing the building on completion, inside and out, removing stains and touching up paintwork and polished work, washing all floors and glass and leaving the whole of the works clean and fit for immediate occupation to the satisfaction of the Architects.	1	Item			
	<u>Drying the Works</u>					
C	Provide for all necessary equipment, fuel and attendance for drying the works as and when required.	1	Item			
	<u>Temporary fencing etc.</u>					
D	Provide and maintain all necessary temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection, and protection of openings, safety nets and similar items for the proper execution of the works, for the protection of the public, and for meeting the requirements of any local or other authority and alter, shift and adapt from time to time as necessary.	1	Item			
	<u>Control of noise, dust, pollution and compliance with statutory obligations</u>					
E	The contractor shall comply with all statutory regulations governing the control of noise, dust and pollution. The contractor is obliged to comply with the British Standard 5228 Noise Control on construction and open site Part 1. Code of Practice for basis information and procedures for noise control.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR</u>					
	<u>(Cont) Control of noise, dust, pollution and compliance with statutory obligations</u>					
A	The Contractor is obliged to comply with BS 6187 Code of Practice for Demolition.	1	Item			
B	The contractor shall provide, use, maintain and keep available plant and equipment necessary to minimise the formation and accumulation of dust arising from the works, normally in dry weather conditions. The contractor shall provide a preliminary method statement of the control of dust for approval when requested during the tender evaluation stage. The contractor may be instructed to alter this method statement for the control of dust if it is deemed that they are ineffective by the Employers Representative. The contractor shall bear the cost of all required alterations.	1	Item			
	<u>Fire Alarms</u>					
C	Not Applicable		Item			
	<u>Record Drawings</u>					
D	The tender sum will include for the provision of record drawings and manuals in both electronic and hard copy format as specified to the approval of the Architect. Should the Contractor refuse or neglect to provide the record drawings and manuals the Employer may employ and pay other persons to provide such drawings and manuals and all costs incurred in connection therewith shall be recoverable from the Contractor or may be deducted from any money due or to become due to him, irrespective of the Contractor's tender price for same.	1	Item			
E	All of the foregoing to be provided in electronic format to the satisfaction of the Client.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR					
	<u>Documents</u>					
A	The drawing will be supplied electronically to the Contractor by Design Team. The Contractor must provide for all cost associated with printing the drawings. All drawings and copies thereof to be returned to the Employers Representative on completion of the work. A complete set of Drawings and Schedule of Rates must be kept for examination at any time by the Employers Representative and Surveyors.	1	Item			
	<u>Progress Photographs</u>					
B	The Contractor shall be required to have progress and record photographs taken by a photographer for the works.	1	Item			
	<u>Licenses</u>					
C	The Contractor is responsible for obtaining all necessary licenses required for the execution of the works including but not limited to: road opening license, waste disposal permit etc."	1	Item			
D	Provide for any closure permits/licences to carry out the works (i.e. road/footpath closures); Costs incurred in the production of traffic management plans and the application for all necessary licences; costs incurred in complying with conditions of the licences including traffic management and health and safety measures; costs/fees imposed the Local Authority/ROM whether reimbursed or not; Where deposits are paid which are to be reimbursed at the end of Maproad Raodworks Licensing period, this is typically longer than the contract defects period and subject to inspection and approval by MRL/Roads Dept - Contractor should note;,	1	Item			
E	The tenderer should ensure they have all information necessary to cost Health and Safety precautions in relation to the licences.	1	Item			

	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR					
<u>(Cont) Licenses</u>					
A Obtain permission from the Local Authority for all temporary hoarding and fences. Pay all rates, fees and licences and comply with the requirements of the Local Authority.	1	Item			
B The contractor is to ensure that all necessary licences are in place before works commences on site; given the lead in time to obtain such licences the contractor will be required to submitted the necessary applications in time (and in some instances before the contract is awarded) to ensure that works can commence on 31 August and be completed by 30 October.	1	Item			
PROTECTION					
C Provide for protecting the completed works from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective coverings, sheeting, casings or the like (including those required for each different floor covering) sufficient to leave the works clean, undamaged and fit for immediate occupation to the satisfaction of the Architects.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	PROJECT SUPERVISOR CONSTRUCTION STAGE					
A	Successful main contractor will be appointed Project Supervisor for the Construction Stage PSCS as per the Safety, Health & Welfare at Work (Construction) Regulations 2006. This appointment will take effect when the contractor commences work on site, this shall include site surveying by the contractor, site mobilisation etc. The appointment will continue until the contract is fully completed, this shall include completion of snag list items, installation of 'long lead' items etc. The contractor is to note that the role of PSCS shall continue beyond substantial completion where items previously mentioned are not completed.	1	Item			
	SAFETY FILE					
B	The contractor/PSCS shall furnish all information necessary to the PSDP on completion of the works to enable a complete safety file to be produced for the entire scheme including site services.	1	Item			
C	The contractor shall submit a complete draft, amend in the light of any comments and resubmit. The production of the final copies shall not proceed until authorised.	1	Item			
D	Submit 2 number copies to the Employers Representative on completion of the project prior to the issuing of The Certificate of Substantial Completion.	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	COVID 19					
	<u>Covid 19 - Mandatory Closure - Clause 16</u>					
A	-The covid-19 clause entitles the contractor to an extension of time in the event of a covid-19 mandary closure. (The contractor bears the full cost of the first 7 days of the covid-19 mandatory closure or, where there is more than one covid- 19 mandatory closures. After the first 7 days have elapsed, subject to meeting any conditions precedent, the Covid-19 closure provides an entitlement to the contractor to the payment of site closure costs. Site closure costs are defined in, and calculated in accordance with, the site closure costs supplement (MF 1.31) (the Supplement))	1	Item			
B	-Prior to appointment, the sucessful tenderer shall submit on request a Breakdown ot M.F 1.31 Schedule 1: Permissible Items. Failure to provide breakdown of all Schedule1: Permissible items may result in elimination from the competition	1	Item			
	<u>Contractors requirements in respect of Covid-19</u>					
C	The Contractor is to fully consider the effects of the Covid-19 pandemic and its effect on their operation of the project, the contractor is to take into consideration the implications of the return to work safety protocol published on the 9th May 2020 by the Department of Business, Enterprise and Innovation and the Department of Health in consultation with the labour Employer Economic Forum and the Guidance on Protocol Measures in Live and Future Tenders issued by the OGP dated 23rd July 2020.	1	Item			
	Tenders submitted must include for the following:					
D	-cleaning to the standard required in the Protocol	1	Item			

	Description	Qty	Unit	Rate	€	c
	<u>PRELIMMINARIES (Cont)</u>					
	<u>(Cont) PRELIMINARY PARTICULARS</u>					
	<u>(Cont) COVID 19</u>					
	<u>(Cont) Contractors requirements in respect of Covid-19</u>					
	(Cont) Tenders submitted must include for the following:					
A	-Covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol	1	Item			
B	-Covid-19 PPE where necessary to meet the requirements of the Protocol	1	Item			
C	-social distancing and all necessary programming of on-site activities to meet the requirements of the Protocol	1	Item			
D	-provision of sufficient information technology to facilitate remote meetings, site inspections and the like necessary to minimise risk to all stakeholders	1	Item			
E	-the specific risks associated with the Covid-19 pandemic contained in the Preliminary Safety and Health Plan prepared by the PSDP and issued as additional information to the tendering contractors.	1	Item			
F	-provision of sufficient and adequate on-site facilities, adequate management and supervision to ensure safe working, full induction and training for all personnel, including sub-contractor's, suppliers and visitors to the site to minimise risk to all stakeholders	1	Item			
G	-Contractor's Safety Statement, risk assessments and method statements to comply with all Covid-19 requirements.	1	Item			
H	-the Contract Sum will be deemed to include for the implementation of all measures - including hygiene, access management, materials procurement and delivery, work sequencing and work practices - required to construct the work safely and to minimise the risk of disease contagion for the Contractor's Representative, Employer's Personnel and third parties visiting the site.	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
<u>(Cont) PRELIMINARY PARTICULARS</u>					
<u>(Cont) COVID 19</u>					
<u>(Cont) Contractors requirements in respect of Covid-19</u>					
(Cont) Tenders submitted must include for the following:					
<p>A -should there be a reason to impose greater restrictions on movements to combat any significant increases in the spread of the virus to the extent that construction activities cease in the manner imposed between 28th March 2020 and 18th May 2020, the Contractor is entitled to an extension of time in accordance with the Contract, but no financial recompense (the ex-gratia payment that was introduced to cover the period from 12 April 2020 to 18 May 2020 will not be made available again)</p>	1	Item			
<p>B -where the project involved an extension and/or alterations to an existing live occupied building, additional precautions will be required in relation to Covid-19 to ensure the safety of existing live building personnel (e.g. if access is shared between the existing live building's personnel and Contractor's personnel, if contractor's personnel are required to enter the building area, either internally or externally for particular tasks or if Contractor's personnel have to undertake works in the live building after their normal working hours). Such precautions would involve, at a minimum maintaining social distancing between Contractor's personnel and live buildings personnel, wearing of appropriate PPE and sanitising any work areas in the live building on a daily basis in preparation for live buildings activities on the following morning.</p>	1	Item			

Description	Qty	Unit	Rate	€	c
PRELIMMINARIES (Cont)					
(Cont) PRELIMINARY PARTICULARS					
(Cont) COVID 19					
<u>(Cont) Contractors requirements in respect of Covid-19</u>					
(Cont) Tenders submitted must include for the following:					
<p>A</p> <p>-costs associated with compliance with the Government Guidelines, Health (Preservation and protection and other Emergency measures in the Public Interest) Act 2020 and to the Health Act 1947 (Section 31A- Temporary Restriction)(Covid-19) Regulations 2020), HSE Guidelines and CIF Standard Operating procedures in relation to Covid 19, the Contractor should included herein for all costs associated with the introduction of all necessary operating procedures and control measures to allow fo the safe operation of the works and to follow best practice relative to the site to ensure safety of all personnel on site and visiting the site, including but not limited to restrictions due to social distancing, additional reports on work practices, additional supervision and additional signage.</p>	1	Item			
ARCHAEOLOGICAL MONITORING					
<p>B</p> <p>Given the possibility of the presence of archaeological features all ground works associated with the proposed development be monitored by a qualified archaeologist. Allow for complying in full with the requirements to employ a Qualified Archaeologist for the period of the contract to supervise, monitor and report on all excavations/ground works activities for the duration of the contract.</p>	1	Item			

Description	Qty	Unit	Rate	€	c
<u>PRELIMMINARIES (Cont)</u>					
COLLECTION					
Page No. BQ/1					
Page No. BQ/2					
Page No. BQ/3					
Page No. BQ/4					
Page No. BQ/5					
Page No. BQ/6					
Page No. BQ/7					
Page No. BQ/8					
Page No. BQ/9					
Page No. BQ/10					
Page No. BQ/11					
Page No. BQ/12					
Page No. BQ/13					
Page No. BQ/14					
Page No. BQ/15					
Page No. BQ/16					
Page No. BQ/17					
Page No. BQ/18					
Page No. BQ/19					
Page No. BQ/20					
Page No. BQ/21					
Page No. BQ/22					
Page No. BQ/23					

Description	Qty	Unit	Rate	€	c
<p><u>PRELIMMINARIES (Cont)</u></p> <p>COLLECTION</p> <p>Page No. BQ/24</p> <p>Page No. BQ/25</p> <p>Page No. BQ/26</p> <p>Page No. BQ/27</p> <p>Page No. BQ/28</p> <p>Page No. BQ/29</p> <p>Page No. BQ/30</p> <p>Page No. BQ/31</p> <p>Page No. BQ/32</p> <p>Page No. BQ/33</p> <p>Page No. BQ/34</p> <p>Page No. BQ/35</p> <p>Page No. BQ/36</p> <p>Page No. BQ/37</p> <p>Page No. BQ/38</p> <p>Page No. BQ/39</p> <p>Page No. BQ/40</p> <p>Page No. BQ/41</p> <p>Page No. BQ/42</p> <p>Page No. BQ/43</p> <p>Page No. BQ/44</p> <p>Page No. BQ/45</p> <p>Page No. BQ/46</p>					

Description	Qty	Unit	Rate	€	c
<p style="text-align: center;"><u>PRELIMMINARIES (Cont)</u></p> <p>COLLECTION</p> <p>Page No. BQ/47</p> <p>Page No. BQ/48</p> <p>Page No. BQ/49</p> <p>Page No. BQ/50</p> <p>Page No. BQ/51</p> <p>Page No. BQ/52</p> <p>Page No. BQ/53</p> <p>Page No. BQ/54</p> <p>Page No. BQ/55</p> <p>Page No. BQ/56</p> <p>Page No. BQ/57</p> <p>Page No. BQ/58</p> <p>Page No. BQ/59</p> <p>Page No. BQ/60</p> <p>Page No. BQ/61</p> <p>Page No. BQ/62</p> <p>Page No. BQ/63</p> <p>Page No. BQ/64</p> <p>Page No. BQ/65</p> <p>Page No. BQ/66</p> <p>Page No. BQ/67</p> <p>PRELIMMINARIES Carried to Summary</p>					

APPENDIX A

**SCHEDULE FOR PUBLIC WORKS SHORT FORM OF
CONTRACT**

SCHEDULE

Clause

1.1	Employer's Representative	Raymond Higgins, Senior Executive Architect, Capital Delivery
	Time for Completion	61 days, starting on the day this Contract comes into effect or as stated in another contract document
1.3	Other documents in the Contract	(a) Works Requirements Volume A (b) Form of Tender, Acceptance & Schedule Volume B (c.) Pricing Document Summary Volume C (d) Tender Acceptance (e) Conditions of Contract (f) Post tender clarification
1.10	Performance Bond	is not required The amount of the performance bond is to be 10% ⁷ of the Price (as stated in the accepted tender) up to issue of the certificate of the date that the Works are substantially complete, and 5% ⁸ of the Price (as so stated) for the subsequent period stated in the form of bond.
2.6	Rate of liquidated damages	€200.00 per day
2.8	Weather station	Cork Airport
3.15	Defects Certificate issued	Between 12 and 13 months after the date on which the Works are certified substantially complete.
4.1	Interim payment	Monthly 90% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's satisfaction
	Percentage of Price to be paid after Employer certifies the Works are substantially complete	97.5%
4.2, 4.3	Time for payment	10 working days after Employer receives invoice for certified sum
10.3	Minimum indemnity limit for public liability insurance.	€6,500,000.00 for any one event. (Limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.)
	Minimum indemnity limit for employer's liability insurance	€13,000,000.00 for any one event
10.4	Maximum levels of excess for	

⁷ If no percentage specified, 10% applies.

⁸ If no percentage specified, 5% applies.

Tender & Schedule for Public Works Short Form of Contract

	■ insurance of the Works and goods and materials for the Works	€10,000.00
	■ public liability	€6,500 ⁹
	■ employer's liability	€6,500 ¹⁰
12.3	Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12.2 does not apply, and Employer appoints another contractor within 12 months.	4%
14	Project Supervisor	Contractor is to be appointed as Project Supervisor for the Construction Stage.
15.2, 15.3	Body to appoint conciliator, if not agreed	Chairperson of The Dispute Resolution Board Engineers Ireland
	Person to appoint adjudicator, if not agreed	Chairperson of the Panel of Adjudicators
17.1	Subject to clause 17.2 of the Conditions, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated here ¹¹ .	€[1,000,000.00] ([] euro)
18	Table of Material Categories to apply for Clause 18 Price Variation:	Table 1A ("All Materials" category only) applies

⁹ If no amount stated, €6,500 applies

¹⁰ If no amount stated, €6,500 applies

¹¹ If no sum is stated, the applicable amount is an amount equal to the Price.

APPENDIX A

SITE CLOSURE COSTS SUPPLEMENT MF1.31 (PW-CF6)

Site Closure Costs Supplement¹

DEFINITIONS

In this Supplement, the following terms have the following meanings:

Term	Meaning
<i>Site Closure Costs</i>	means the aggregate of Permissible Costs incurred during a Covid-19 Mandatory Site Closure calculated in accordance with this Supplement.
<i>Permissible Items</i>	means those items stated in Schedule I (Permissible Items).
<i>Permissible Costs(s)</i>	<p>means the cost of a Permissible Item, provided always that the cost of a Permissible Item:</p> <ul style="list-style-type: none"> • is the direct, reasonable cost reasonably incurred by the Contractor in performing its obligations under the Contract during a Covid-19 Mandatory Closure [or period thereof]; and • is accompanied by vouching records including, where there is not a rate or price in the Pricing Document, a complete and full break-down of the cost sought on a transparent and open-book basis; and • is that which the Contractor is not otherwise entitled to receive under the Contract; and • has not been otherwise excluded under the Contract; <p>and the Permissible Cost is calculated</p> <ul style="list-style-type: none"> • using the rates and/or prices for the Permissible Item in the Pricing Document; or • if there are no rates or prices for the Permissible Item in the Pricing Document, on the basis of any other suitable rates or prices in the Pricing Document; or • if there are no such suitable rates or prices, by assessing the Contractor's reasonable costs. <p>Any rates and prices for Permissible Items contained in the Preliminaries Section shall take precedence over any other rates or prices for Permissible Items contained elsewhere.</p>
<i>Pricing Document</i>	means that document stated in Part 1 the Tender and Schedule of the Contract ² .
<i>Preliminaries Section</i>	means that section of the Pricing Document referred to as the "Preliminaries".

¹ Clause 14 of PW-CF1-5; clause 16 of PW-CF6; clause 17 of PW-CF7; clause 7.10 of PW-CF8 & PW-CF11.

² Or, in the case of PW-CF6, the document which may be named at section 1.3 of the Schedule; in the case of PW-CF7, the document which may be named at section 1.1 of the Schedule; in the case of PW-CF11, the document named at section 1.4 of the Schedule.

NOTES TO SCHEDULE OF PERMISSIBLE ITEMS

Note Number	Note Description						
1	<p><i>Site Supervision & Co-ordination</i></p> <p>(a) General The Permissible Costs comprise the applicable percentage as stated below of the aggregate of the costs for those items relating to the provision of the Contractor’s on-site supervisory staff, where, such staff:</p> <ul style="list-style-type: none"> (i) were ordinarily engaged in the supervision of the Works in the week immediately preceding the commencement of the Covid-19 Mandatory Closure; and (ii) remained in the employment of the Contractor for the duration of the relevant period claimed for the Covid-19 Mandatory Closure; and (iii) are not otherwise or deployed on another project during a Covid-19 Mandatory Closure; and (iv) are not otherwise available to immediately return to the supervisory duties in respect of the Works; and (v) in respect of which the Contractor has not claimed or otherwise receive payment (or an element therein) under any scheme, relief, benefit or otherwise operated by the Revenue Commissioners (such as the Employment Wage Subsidy Scheme or any similar or successor scheme). <p>(b) Fixed Percentage:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Where the aggregate of the period/(s) of Covid-19 Mandatory Closure(s):</td> <td style="width: 50%;">The fixed percentage to apply to the aggregate of the Site Supervision & co-ordination items for the purposes of calculating the Permissible Cost is:</td> </tr> <tr> <td>Does not exceed 6 months</td> <td align="center">50%</td> </tr> <tr> <td>Exceeds 6 months</td> <td align="center">75%</td> </tr> </table>	Where the aggregate of the period/(s) of Covid-19 Mandatory Closure(s):	The fixed percentage to apply to the aggregate of the Site Supervision & co-ordination items for the purposes of calculating the Permissible Cost is:	Does not exceed 6 months	50%	Exceeds 6 months	75%
Where the aggregate of the period/(s) of Covid-19 Mandatory Closure(s):	The fixed percentage to apply to the aggregate of the Site Supervision & co-ordination items for the purposes of calculating the Permissible Cost is:						
Does not exceed 6 months	50%						
Exceeds 6 months	75%						
2	<p><i>On-site office and welfare facilities</i></p> <p>The costs relating to the provision of serviced welfare and office facilities for the Contractor and the Employers Representative that are present on the Site during a Covid-19 Mandatory Closure.</p>						
3	<p><i>Site Security Measures</i></p> <p>The costs relating to the provision of security measures for the Site performed during a Covid-19 Mandatory Closure.</p>						
4	<p><i>Plant</i></p> <p>The costs relating to the provision of items of large plant associated with the hoisting, lifting, and distribution of materials that is located on the Site during a Covid-19 Mandatory Closure.</p>						
5	<p><i>Protection of the Works</i></p> <p>The costs relating to equipment and materials to protect the Works such as provision of temporary weatherproofing, de-watering during a Covid-19 Mandatory Closure.</p>						
6	<p><i>Vehicles</i></p> <p>The costs relating to the provision of vehicles used for the purpose of inspection of the Works that are located on the Site during a Covid-19 Mandatory Closure.</p>						

7	<i>Scaffolding</i>
	Hire of and attendance on (maintenance and periodic inspection and certification costs) of standing scaffolding on the Site.
8	<i>Insurances</i>
	The costs of maintaining the Contract insurances during a Covid-19 Mandatory Closure.
9	<i>Project Supervisor Construction Stage services</i>
	The costs relating to the performing the requirements of the Project Supervisor Construction Stage during a Covid-19 Mandatory Closure.
EXCLUSIONS	
<ul style="list-style-type: none"> • Profit and loss of profit are excluded from the Site Closure Costs [and the Permissible Costs]. • Any allowance in any rates and prices for profit and overheads is excluded from the Site Closure Cost. • Unless stated elsewhere in this Supplement, the costs of Contractor subcontractors, including Specialists, are excluded from the Site Closure Costs [and the Permissible Costs]. 	

[CONTRACTING AUTHORITY TO INCLUDE ADDITIONAL NOTES TO THE SCHEDULE IF REQUIRED]

APPENDIX A

**APPOINTMENT OF PROJECT SUPERVISOR MF1.22
(PW-CF6)**

Appointment of Project Supervisor

(PW-CF6)

THIS AGREEMENT is made on BETWEEN

1. *The Client*

*Whose principal office is
at*

and

2. *The Project Supervisor*

*Whose registered office is
at*

BACKGROUND

A. By a contract (the **Contract**) made on or about ¹, the Client, as employer, has appointed ² as contractor (the **Contractor**) for

Name of Contract

(the **Works**).

B. This Agreement is collateral to the Contract.

C. Terms defined in the Contract have the same meaning in this Agreement. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

³

(the **Project**).

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.

3. The Project Supervisor accepts the appointment.

4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.

5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable

¹ Date of Tender acceptance

² Insert "the Project Supervisor" or the name of the Contractor, as appropriate.

³ Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

SHORT PUBLIC WORKS CONTRACT

itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.

6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clause 10.3 of the Conditions of the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this Agreement and the Construction Regulations.
9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.
10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.
11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall give the Client all documents it prepares in the course of and for the purpose of performing its duties under this Agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this Agreement terminates, the Project Supervisor shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.
12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning it.

SHORT PUBLIC WORKS CONTRACT

Given under the Client's seal

Affix Client's seal

*Signatures of persons
authorised to authenticate the
seal*

OR

Signed on behalf of the Client

Signature of authorised person

--

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

SHORT PUBLIC WORKS CONTRACT

Given⁴ under the Project Supervisor's common seal

Affix Project Supervisor's common seal

--

Signatures of persons authorised to authenticate the seal

--

OR

Signed and delivered as a Deed by

Name of attorney

--

Signature of attorney

--

As lawful attorney of the Project Supervisor under a power of attorney dated

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

OR

Signed on behalf of

Name of the Project Supervisor

--

Signature of authorised person

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

⁴ If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

SHORT PUBLIC WORKS CONTRACT

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

APPENDIX A

**RATES OF PAY AND CONDITIONS OF EMPLOYMENT
CERTIFICATE MF 1.23 (PW-CF6)**

Rates of Pay and Conditions of Employment Certificate

(Clause 7.7 of PW-CF6)

To:	<i>The Employer</i>		
	<i>Address of Employer</i>		
	<i>For the attention of</i>		
Date:			
From:	<i>The Contractor's Representative</i>		
Regarding:	<i>The Contract</i>		
	<i>Period of interim statement</i>	From	To

A Dhaoine Uaisle

We refer to the above Contract.

Terms defined in the Conditions of the Contract have the same meaning in this certificate.

The Contractor certifies that, in respect of the work to which the interim statement referred to above relates, clause 7 of the Contract has been observed by the Contractor and the employers of all work persons on the Site. This certification includes, but is not limited to, the following:

- the rates of pay and the conditions of employment (including in relation to pension contributions) of each work person comply with all applicable statutory provisions, and those rates and conditions have been no less favourable than those for the relevant category of work person 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).
- all wages and other money due to each work person have been paid in accordance with the Payment of Wages Act 1991 and have not been more than 1 month in arrears or unpaid
- payments due to be paid on behalf of each work person (including pension contributions, where applicable) have been paid
- all pension contributions and other amounts due to be paid on behalf of each work person, have been paid
- all deductions from payments to work persons required by law have been made and paid on, as required by Law
- in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act, 2005 to 2014 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, regulations, codes of practices, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements determined under those Laws have been observed.

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SHORT PUBLIC WORKS CONTRACT

Signed by

<i>Name of Contractor</i>	
<i>Signature of Contractor i.e. Contractor's Representative</i>	

APPENDIX A

DRAWINGS & OTHER DOCUMENTS ISSUE REGISTER

