



**THE UPGRADE & REFURBISHMENT OF 15 HOUSES & ALL  
ASSOCIATED SITEWORKS**

**AT**

**SHANNON VALLEY,  
BALLAGHDERREEN,  
CO. ROSCOMMON**



**Comhairle Contae  
Ros Comáin  
Roscommon  
County Council**

**ROSCOMMON COUNTY COUNCIL**

**VOLUME A – WORKS REQUIREMENT**

DOCUMENT REF: 2554-VA-WR

JUNE 2026

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## 1. Project Particulars

### 1.1. Names of Parties

<b>Employer</b>  Roscommon County Council Aras an Contae Roscommon Co. Roscommon	<b>The Designer</b>  TA Group Kiltimagh Co. Mayo
<b>Quantity Surveyor</b>  ANA, The Waterfront, Mill Lane, Carlow	<b>Engineer</b>  TA Group Kiltimagh Co. Mayo
<b>Building Services</b>  CMD Consulting Engineers Ltd.,	<b>PSDP</b>  TA Group Kiltimagh Co. Mayo

### 1.2. Description of Works

The Upgrade and Refurbishment of 15 houses and all associated site works and services at Shannon Valley, Ballaghderreen, Co. Roscommon.

The works will be carried out in one phase.

The contractor must be competent in managing works of this nature and scale.

The Contractor shall note that the works are carried out next to built-up residential areas and all works should take care to ensure no unnecessary disturbance to the public or neighbouring residents is caused.

## 2. Statutory Approvals/Compliance/Consents

### 2.1 Not Applicable

### 2.2 Consents/Building Regulations/Licences

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

The Contractor will prepare and lodge all relevant commencement notices/ notifications with the relevant Local Authority/Public Bodies.

The Contractor is to make relevant provision for any and all other statutory requirements, notices, licences and consents required to carry out the works such as but not limited to:

- Temporary Road Closure Licence.
- Waste Management Licence.
- Work Permits.
- Road Opening Licences.

## 3. The Site

### 3.1 Description of Site

#### *Location*

The project is located at Shannon Valley, Ballaghderreen, Co. Roscommon.

Please refer to the Tender drawings for exact details of locations, boundaries, and access to the proposed works.

#### *Site Compound*

The Contractors site area is evident from the Architect's Drawings. No areas outside of these boundaries are to be used as Contractor's compound space. Work areas are to be adequately screened off with painted timber hoardings as required. The contractor shall confine his activities to work areas

#### *Site Boundary*

The boundaries of the overall site are shown on Architect's drawings

The Contractor **must** confine his operations to the site boundary.

#### *Access*

The Contractor's access will be from the public roadway. Any damage to the existing tarmac surface, kerbing or landscaping is to be made good on completion of the works. The contractor is to include for providing any temporary hard standing areas that are deemed necessary within the Contractors working area. The contractor is to allow for the removal of these and reinstatement of any damaged surfaces on completion.

The Contractor is to provide all necessary works to allow safe access and egress from the Contractors Site Area to the public roadway.

### 3.2 Phasing

The works will be carried out in one phase.

As stated in the works requirements, the contractor is required to state the earliest commencement date and completion date for the proposed works and these dates will be inserted in the building contract and will be strictly adhered to. Starting date, completion date and programme will be taken into consideration in awarding the contract.

### 3.3 Considerations

Below is a list of provisions that the contractor shall take into account when pricing and scheduling the project. The list is not intended to be all-inclusive; it is intended to bring to the attention of the contractor some of the major scheduling issues on the project.

1. All as per TA Group Sequencing of Works Document
2. Working taking place within a live housing estate. During the works the Contractor must inform the residents of operational issues and fully and safely co-ordinate the works with the normal running and operation of the residential area where possible.
3. Complexity of the proposed construction including available site area.
4. Site Compound Fencing - erection, modifications, dismantling and re-erection and maintenance throughout.
5. Access routes (roads, paths, car park areas) must be kept operational throughout the project for staff, passengers and visitors. They must be kept clean.
6. The Contractor must provide security for the areas where the Contractor is working during the shift times. The Contractor must provide fulltime security for the Contractor's compound to cover all plant and accommodation.
7. Lead times required for delivery of materials.
8. Local uses, practices and procedures.
9. Provision of a minimum of 48 hours advance notice of need to work to access areas outside of the general work area.
10. The Contractor shall not allow construction to interfere with the owner's occupancy/ operation, unless otherwise specifically approved by the ER in writing prior to interference. Any time required to schedule such interferences to have minimal effect on operations of the residential area shall not be a basis of either delay or cost claim by the contractor.
11. Pre-planning, phasing, and sequencing is crucial to this project for its smooth completion.
12. Temporary Services during construction, such as temporary lighting or water while works are ongoing.

#### **General Considerations**

**Tell the public what is happening** – make every effort to ensure that people who are affected by the works know what is happening. The Employer shall appoint a liaison person who is the point of contact for the neighbouring residents. The designated Contractor's Representative must liaise with the Employer on all issues relating to the general public.

**Signage is very important** – When access routes or the location of facilities change, either temporarily or permanently, clear signage is required.

**Establish and enforce exclusion zones** – Keep non-essential staff away from potentially hazardous areas. It is essential to keep unauthorised people out of the works area.

**Minimise fire risk** – Take all possible steps to cut the risk of fire during the work.

**Essential circulation routes** – Fire escapes and other vital circulation routes must not be compromised. Where feasible avoid residential user routes passing through Contractor's areas (and vice versa). The Contractor's should not obstruct any essential route with any materials, plant, or vehicles. Where this is not possible the contractor is to ensure that protective corridors through the site works area are to be provided.

**Establish secure boundaries** – Ensure that the Contractor's compound area has a secure boundary.

### 3.4 Visit Site

The Contractor will be deemed to have visited the site and ascertained the existing site layout and levels, facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working. He shall be taken to have acquainted himself with the nature of the soil and other features of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the Works.

The Contractor shall have regard to the convenience of anybody who may be affected by the Works with regard to the approaches to be used, suitable times for making deliveries and other matters affecting them.

He must take all the above matters into account when tendering and no claim for any extra labour or materials costs will be allowed in consequence of this failure to do this.

The Contractor is to visit the site by arrangement by query through etenders message box. A site visit will be facilitated on specific dates.

***It is recommended that all tenderers of this project visit the site prior to tender return.***

### 3.5 Existing and Adjacent Buildings

The other areas of the adjacent dwellings adjoining the site will be fully occupied during all phases of the works.

The Contractor must provide method statements to the Employer for approval seven days in advance of the intended date of the work. The Contractor shall liaise with the Employer and ER with regard to suitable times for carrying out the work. When access is required to existing areas outside the boundary of the site a full method statement is to be prepared and agreed in advance of such works being completed.

### 3.6 Existing Services

The Contractor shall make himself aware of the presence and location of existing underground and overground services and shall take all necessary precautions to avoid interference or damage to these services during the execution of the works. The Contractor will be deemed to make the necessary allowance in his rates for working in and around and maintaining live these services. In relation to existing services, the contractor shall give utmost consideration to the dependence by the adjacent residences on these services.

The Contractor's attention is drawn to the presence of existing underground services particularly those in the vicinity of the Works. Any damage to live underground services caused by the Contractor or his sub-contractors shall be made good at the Contractor's expense.

Great care must be taken to avoid damaging any services on the site or outside the boundary of the site during the execution of the works.

Prior to commencement of the works the Contractor shall check and confirm the accuracy of the existing services drawing on site and shall proceed with care to ensure that existing services which have not been identified are not damaged by the execution of the works.

On completion of the works the Contractor shall provide the Employer with an updated survey drawing to indicate new services installed under this contract, existing services which have been removed or modified during the carrying out of the works and any additional services not indicated on the existing services drawing which have been discovered during the execution of the works.

### **3.7 Work Outside Site Boundaries**

At this time, no works are envisaged outside of the site boundary. However, in the event that works fall outside the site boundary, the contractor is to include for providing method statements for undertaking the work, working outside of normal hours, inconvenience caused by car-parks, obstructions, temporary site compounds, protective fencing, trench plates and boxes, signage, additional security and liaising with residents and the Design Team including additional meetings where necessary.

### **3.8 Condition Survey**

A full photographic condition survey and written report is to be carried out to the existing areas of the residential areas in the vicinity of the works and any other area to be accessed by the contractor both inside and outside of the site boundary. This condition survey and walk around with the ER is to be carried out to highlight the condition of these areas prior to the Contractor's use of same and Works required to be carried out therein.

### **3.9 Water Supply**

The Contractor shall arrange for his own temporary water supply.

### **3.10 Power Supply**

The Contractor shall arrange for his own temporary power supply. The Contractor will not be allowed to use the Employer's electrical power supply for the Works.

### **3.11 Ancient Works**

The Contractor shall not disturb any ancient works without the ER's permission and shall at once hand over to him any object of antiquarian, geological or other interest or value discovered during the process of the work.

### **3.12 Materials**

The material and preparation of the area is in accordance with the Engineer's specification.

### **3.13 Labour**

None but fully qualified and competent tradesmen together with their necessary labourers or helpers shall be employed by the Contractor on the Works which shall be carried out and completed in the best and most substantial manner.

The Contractor shall ensure that all work people employed on the Works (including those of sub-contractors) are registered for PAYE and PRSI.

The Contractor shall maintain proper wage books and time sheets showing the wages paid and the time worked by all work people in the execution of the contract. Such wages books should show the PRSI number of each work person. The Contractor shall produce such wages books and time sheets whenever required for the inspection of any person authorised by the Employer.

When the working of overtime is made a condition of employment in any particular trade no claim for extra payment will be allowed under this heading. Claims for overtime will only be considered (without prejudice as to their allowability or otherwise) when authorised by the Employer's Representative in writing.

The Contractor must include in his rates for all overtime deemed necessary to achieve the completion date.

### **3.14 Inspection**

The Contractor, before covering up any work, shall give the ER reasonable opportunity to inspect the work already executed.

The Contractor shall give such notices and provide such facilities as may be required to Statutory Undertakings entitled to carry out inspections or examinations of the Works or part of the Works.

### **3.15 Tolerances**

Unless specifically stated otherwise, the accuracy of the Works shall be in accordance with Engineer's specification.

### **3.16 Protection of the Works**

All work shall be adequately protected during the Works by temporary casings or otherwise as required.

Provide for carefully covering and protecting the works at all times against damage from inclement weather, impact or any other cause. The Contractor will also provide all necessary protection to prevent any damage to existing buildings, fences, gates, walls, roads, services, sewer pipes, tanks etc. paved areas, trees, general planting, and any other site features which are to remain in position during the execution of the works.

### **3.17 Disposal of Spoil**

Debris and other surplus materials arising from the work shall be disposed of in a dump, to be provided by the Contractor, at his own expense, outside the boundary and in accordance with the conditions of planning.

### **3.18 Works to be Carried Out Concurrent with the Works by the Employer's Personnel or Others**

The Contractor is to allow access by the Employer's personnel to the works area if required. In addition, the Employer's personnel may require access for general maintenance.

Should any interference occur between Contractors, the ER may furnish the Contractor with written instructions designating priority of effort or change in methods, where upon the Contractor shall immediately comply with such instructions.

### **3.19 General Working Constraints**

All necessary measures shall be taken by the Contractor to minimise disruption and disturbance to the residential area and its users, both residents and the public, during the works.

**It is a condition of working, therefore, that the Contractor must:**

- not use the site for any other purpose other than carrying out the works
- confine the location of site cabins, storage compounds, delivery zones etc. to the areas identified on Architects drawings. Contractor's loading and unloading will also be restricted to the delivery areas shown and no parking or waiting will be allowed except in the designated delivery areas. This applies to the delivery of the materials and also the drop off and collection of the specialist equipment / plant. The Contractor must ensure that vehicular access for the public, staff, emergency vehicles (including ambulances) and all other transport, including deliveries, is maintained at all times.
- liaise and co-operate continuously with Carlow County Council via the ER to ensure that the minimum disturbance and upset is caused to the public users of the space or adjacent residents.
- keep noise to an absolute minimum and the Contractor must do everything possible to minimise disruption, disturbance, noise, dust etc. arising from the works generally. Where work is expected to exceed certain noise and disruption levels, the times for carrying out such work shall be agreed with the ER in advance.
- ensure that secure segregation between areas occupied by the Contractor and areas occupied by the users is maintained at all times; this segregation shall comply with the Engineer's Specification.

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- ensure that public cannot encroach on areas occupied by the Contractor.
  - ensure that any work which may involve a risk to disruption to existing live services in the existing residential area & associated areas is to be carried out at times to be agreed in advance with the ER. All such work shall be pre-planned and agreed with the ER to avoid situations where there is no maintenance staff available in the event of problems. Method Statements must be prepared, issued and agreed in advance of all work on or near live services.
  - maintain **at all times** clear emergency escape routes as required to comply with Building Regulations and airport requirements.
  - damp down of the works to prevent air-borne dust.
  - ensure access for fire brigade and ambulances must be maintained at all times.
  - ensure that the lighting of fires/ burning of rubbish is not allowed on the site area.
  - ensure that drains and sewers to the existing building are kept clear and are in full use during the Works.
  - ensure that all materials / machinery are stored only in the site compounds identified or where the work is being carried out. Deliveries of materials to site must take place in normal working hours.

Health and Safety will be of paramount importance during the works and the Contractor shall take all necessary measures to ensure the safety of the public.

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## 4. Programme/Section Completions

The overall combined programme for the completion of this project is 12 months (365 calendar days). The programme is to include 20 Site Working Days of Programme Contingency as listed in Tender & Schedule.

The works will be carried out in a single phase.

Works to proceed subject and in accordance with all Government Guidelines in relation to Covid-19 Restrictions and will remain so for the duration of the works.

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## 5. Drawings and Specifications

The Architects, M&E and Engineers Drawings and Specifications form part of the Works Requirement document. The Contractor is referred to the Specifications for details of workmanship and materials requirements.

In the case of any conflict between any of the documents or drawings, the ER's decision shall be obtained.

The drawings and specifications are as follows:

### 5.1 Specifications and Reports

Refer to Appendix 1 for a full listing of the Works Requirements Document Drawings & Specifications.

### 5.2 Drawing and Details

Refer to Appendix 1 for a full listing of the Works Requirements Document Drawings & Specifications.

### 5.3 Documents

The Contractor shall carefully examine the drawings, schedules and other documents, check all dimensions and satisfy themselves as to their accuracy and that they cover and embody the work as proposed.

The Contractor shall carry out everything necessary for the proper execution of the Works whether or not shown on the drawings or described in the Specification, provided same may reasonably be inferred there from.

If any discrepancies are discovered, they must be referred to the ER for their decision.

### 5.4 Pricing Document/Bills of Quantities

#### ***Pricing***

The Contractor, at the time of tendering must furnish a fully priced breakdown. This will be required for tender evaluation and post contract cost control.

#### ***Currency***

The Contractor shall price the Bills of Quantities and submit a tender in the currency of Ireland i.e., Euro (€).

## 6. Specialists

There are no novated specialists required on this project.

## 7. Restrictions and Obligations

### 7.1 Restrictions on Working Hours

The Contractor should confine his working hours to 08:00hrs to 18:00hrs weekdays if at all possible, bank holidays and weekend working to be agreed with the residents if and when required.

### 7.2 Site Compound/Site Hoarding

The site area is located within the boundary of the site as noted on the Architects drawings. The extent of site hoardings are to be agreed with the ER prior to their erection. A herras fencing or of a greater robustness is required to enclose the area.

The Contractor has full responsibility for security and maintaining the site and compound area and its contents at all times.

The Contractor shall include for clearing away the compound area to match existing areas on completion of the Works.

### 7.3 Road Cleaning etc.

The Contractor shall inspect all vehicles leaving the site and if necessary clean wheels and underbody, etc. to eliminate the carrying of mud or debris on to any property outside the boundary of the site or public areas. If any mud or debris is deposited on these, it shall immediately be removed. A wheelwash trough is required at the site exit point to achieve this requirement.

### 7.4 Maintaining and Protecting Existing Services

There are existing live services located in the site and adjoining areas. Any damage to retained services caused by the Contractor or his Sub-Contractors shall be made good at the Contractors expense.

### 7.5 Prevention of Pollution

The Contractor shall comply with all national laws and legislation controlling pollution of the environment. He shall take all necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals all other harmful materials and to prevent pollution of atmosphere from particular and gaseous matter.

### 7.6 Clearing Up

On completion of the works, the Contractor shall clear the site of all plant, equipment, tools, unused materials, pieces of wire, iron or broken blocks, stones, debris or loose objects of any description. All debris and other waste material arising from the work shall be disposed of as here in before specified and the site shall be left clean and tidy to the satisfaction of the ER.

### 7.7 Dust Control

The following additional precautions shall be taken:

- The works, both new and existing, are to be kept damped down as necessary.
- The site is to be kept clean at all times and rubbish is to be removed at the end of each shift.

The Contractor is solely responsible for ensuring that the above rules are adhered to.

The ER has the right to stop construction work if the Contractor is in breach of the above requirements.

## **7.8 Protection of Existing Facilities**

The Contractor shall adequately protect all existing doors, windows, finishes, fittings etc., in the existing buildings where necessary. These items must be in the same condition on completion of the work as they were on commencement.

## **7.9 Site Signboard**

The Contractor shall erect (and take down on at the direction of the ER) one Site Signboard as required. The location is to be agreed in advance with the ER. This signboard shall contain all information relating to the project, including but not restricted to, the project title, the Employer, the Contractor and the Design Team.

## **7.10 Temporary Name Boards**

Advertisements shall not be displayed on the site without the consent of the ER.

## **7.11 Access for Employer**

The Contractor is to permit access by the Employer and end user at all times during the works.

## **7.12 Tax Clearance Certificate**

It will be a condition for the award of this Contract that the successful tenderer be able to produce promptly an approved Tax Clearance Certificate or Statement.

It will also be a condition for the award of the contract that **all Sub-Contractors** employed on the project must produce a tax reference number where payments exceed €650. Records of tax reference numbers must be kept by the Contractor and be available for inspection where requested by the Revenue Commissioners. Where payments exceed €2,500 in any 12 month period the Sub-Contractor will be required to produce either a current tax clearance certificate or a current C2 certificate. It should be made clear to Sub-Contractors that payments under a contract are **at all times** conditional on compliance with these requirements.

It will be the responsibility of the Contractor to ensure that any Sub-Contractor employed by him complies with these requirements. The Employer may insist on seeing the relevant certificates.

Any failure to comply with this requirement will affect a Contractor's prospects of obtaining future public contracts.

It should be emphasised in the case of Sub-Contractors in the construction, forestry and meat processing industries, that in the absence of a C2 certificate, tax must continue to be deducted at source at the rate of 35 per cent, in accordance with Section 17 of the Finance Act, 1970, notwithstanding the fact that a tax clearance certificate has been furnished under these arrangements.

## **7.13 Local Labour**

Persons engaged upon the Works should, insofar as practical and without affecting the efficiency of the work, be recruited from the local offices of FAS to the extent that the total labour requirement of the Contract exceeds the Contractor's core work-force.

## **7.14 Pension/Sick Pay Scheme**

Membership, by the Contractor, of the CIF Pension/Sick Pay Scheme for Building Workers or equivalent scheme is a condition precedent to the award of this Contract. Evidence of membership will be required from the successful tenderer.

During the works, the Contractor is required to provide evidence of membership of the CIF Pension/Sick Pay Scheme for Building Workers or equivalent scheme for all sub-contractors/specialists/independent worker prior to their presence on site.

### **7.15 Form of Rates of Pay and Conditions of Employment Certificate**

In accordance with the Conditions of the Contract, a certificate is to be submitted with each interim statement. The wording of this Certificate is contained as per model form MF 1.13 located on [www.constructionprocurement.gov.ie](http://www.constructionprocurement.gov.ie).

### **7.16 Building Manual and “As-Built” Drawings**

The Contractor shall complete a comprehensive Building Manual (incorporating the Safety File) and as-built drawings on completion of the Work for the approval of the Engineer; the contents and requirements are as advised in the Engineer’s Specification and the Preliminary Design Safety and Health Plan. The documents will become a source and guide for the Employer and end users.

All documents are required at both each stage of Sectional and Substantial Completion. Following the approval of the documents by the Engineer, they shall be provided in the required format.

### **7.17 Training Employer’s Staff**

The Contractor shall explain and demonstrate the purpose, function and operation of the installations within the works, e.g. grooving maintenance etc. He shall supervise and liaise with any of the Sub-Contractors who are required to provide the same training.

## **8. Health and Safety**

### **8.1 Safety, Health and Welfare**

The Contractor shall comply with all the legal acts and regulations which apply to this construction site. Particular attention is drawn to the requirements of:

- Safety, Health and Welfare at Work Acts, 1989 and 2005
- Factories Act, 1955
- Safety in Industry Act, 1980
- Conditions of Employment Act
- Safety, Health and Welfare (General Applications) Regulations, 1993
- Safety, Health and Welfare at Work (Construction) Regulations, 1995
- Safety, Health and Welfare at Work (Construction) Regulations, 2001
- Safety, Health and Welfare at Work Regulations, 2003
- Safety, Health and Welfare of Work (Construction) Regulations, 2006
- Safety, Health and Welfare of Work (Construction) Regulations, 2013
- Safety, Health and Welfare of Work (Construction) Regulations, 2019
- Safety, Health and Welfare of Work (Construction) Regulations, 2020

The Contractor shall provide for complying with these Acts, and relevant Regulations including Notifications and placards for display.

The Contractor shall provide for complying with the requirements of the Project Supervisor (Construction) and shall include for all co-operation, the supply of additional information and resources, and all other matters to ensure that the Project Supervisor (Construction) can fulfil his function as defined in Clause 6 of the Safety, Health and Welfare at Work (Construction) Regulations 2001 and subsequent legislation.

The Contractor shall provide, prior to commencement of the Works, the following:

- Copy of Form of Notice to be served on the Minister for Labour in pursuance of Regulation (5), (12), Form CR1
- Company Safety Statement
- Names of Contractor's staff responsible for site safety, health and welfare and for first aid
- Site layout plan showing facilities, plant positions, materials storage, temporary parking, offices, canteen, drying, toilets, washroom, etc.

The Contractor shall

- appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the permanent works and of adjoining structures and lands during the envisaged construction process and, further, the Contractor shall employ suitably qualified Site Engineers; both shall liaise with each other and with the Project Supervisors all in accordance with the HSA Guidelines to Safety Health & Welfare at work (Construction) Regulations 2006. Subject to the ER's consent (a) on small routine projects the Site Engineer need not be permanently on site; and/or (b) it may be permissible for one person to fulfil both of these roles. The term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works; it shall include temporary works to support and ensure the stability structures and lands as well as such matters as trench sharing, working zones, gangways etc.
- provide all the management, labour resources, plant, equipment, offices and facilities necessary to the meet the requirements of safety, health and welfare on site
- allocate to a senior member of his staff the overall responsibility and resources necessary for ensuring that all obligations arising from legislative enactments are fully complied with
- provide details and duties of the personnel to be involved both on and off the site and of any independent safety, health and welfare inspecting authority which he proposes to employ
- ensure that all personnel have appropriate qualifications, experience or training for tasks allocated to them. The Contractor shall arrange for all necessary on-site training of the labour force
- ensure that all personnel (including those of sub-contractors) have attended the FAS Safepass Training Scheme and are in possession of the appropriate card at all times; this card may be requested for inspection and any individuals not carrying the Safepass card will not be allowed to work on this project
- deliver to the Project Supervisor Design Process (PSDP) a preliminary Safety file at the end of the project. The PSDP will review the Safety File and identify any shortcomings/additional information required from the Contractor and/or his suppliers and sub-contractors who shall assist the PSDP in the completion and delivery of the Safety File to the Employer to the fullest extent possible.

The safety, health and welfare procedures shall be periodically and systematically reviewed by the Contractor to ensure their continued effectiveness. Records of the review shall be maintained and made available for examination. A copy of the review will be provided to the Employer.

Provided that the Contractor can demonstrate that he has within his organisation the necessary skills and experience, the Contractor may be appointed to fulfil the function of Project Supervisor for the Construction Stage and will be required to:

- enter into a Collateral Agreement with the Employer to fulfil the function of Project Supervisor for the Construction Stage and to indemnify the Client from the consequences of any failure on the part of such Supervisor to comply with the legislation. A copy of the agreement is included in model form MF 1.12 located on [www.constructionprocurement.gov.ie](http://www.constructionprocurement.gov.ie).
- submit a detailed Project Safety and Health Plan.

- update the Safety and Health Plan on a regular basis as the works proceeds.
- provide a suitably qualified person to act as Project Supervisor for the Construction Stage in accordance with the Act.
- prepare a Safety File during the course of construction and hand over to the Employer on completion of the Works.

The Contractor shall ensure that all site staff and sub-contractors and other persons on the site operate the Safety, Health and Welfare procedures and controls required by the regulations and by the Project Health and Safety Plan.

The Contractor shall ensure that all Sub-Contractors operate the necessary safety, health and welfare procedures and controls required by legislation and by his safety statement.

The Employer implements a Health and Safety Policy and the Contractor shall comply with all requirements in this respect. The Employer's Health and Safety Statement can be inspected by prior arrangement during normal business hours.

The Contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor in that capacity or in his capacity as Project Supervisor Construction Stage shall notify the ER in writing prior to the submission of his tender if he considers any requirement relating to the time for carrying out the works or the design of the works or specification of materials, proposed work methods or procedures necessarily hazardous or in any way prevent the works from being safely carried out. The Contractor shall be liable for all costs arising out of his failure to give notice of foreseeable matters in this regard.

## **8.2 Preliminary Health and Safety Plan**

Under the Safety, Health and Welfare at Work (Construction) Regulations the Project Supervisor for the Design Process shall be Carlow County Council.

The Project Supervisor Design Process has prepared a Preliminary Health and Safety Plan which is included as part of the tender documentation. The Contractor shall include in his tender for complying with all restrictions and obligations imposed upon him in the Preliminary Health and Safety Plan.

## **8.3 Protective Clothing and Safety Equipment**

The Contractor should note that personal protective equipment (PPE) must be worn at all times on the construction site; the minimum requirements for PPE on this project are:

- Safety Helmet
- Safety type footwear (waterproof, if appropriate)
- High visibility vest or jacket (must only bear the relevant Contractor's name)
- Eye protection where necessary

Additional PPE must be worn whilst carrying out activities such as grinding, welding, etc.

Five clean sets of PPE must be provided and available for the sole use of the members of the Design Team or approved visitors.

Hearing protection must be worn when using any machinery, tools or equipment which emits sound pressure levels in excess of 85 decibels and also when working in any area sign posted to the effect that hearing protection is a requirement in that area.

## **8.4 Notification to Health and Safety Authority**

Where a project is notifiable to the Health Safety Authority (i.e. where a project is planned and lasts more than 30 working days or 500 person days), the Contractor shall prepare and lodge the relevant notices for the Works with the various statutory authorities including, but not limited to:

- AF2 notifications to the Health & Safety Authority.

## **8.5 Fire Protection Equipment**

It is the responsibility of the Contractor to provide all necessary fire protection equipment

## **8.6 Covid Compliance**

It is the responsibility of the Contractor to provide all necessary resources and allowances to comply with all current Covid-19 compliance. This includes, but not limited to, complying with the 'The Return to Work Safely Protocol' by the Irish Government and the 'Construction Sector C-19 Pandemic Standard Operating Procedures' by the CIF. The following requirements are deemed to be included in their tender price, compliance with the Protocol:

- 1) Site infrastructure and welfare facilities such as toilets; canteens; isolation spaces; access, egress and circulation routes must meet the standards set out in the Protocol.
- 2) Cleaning to the standard required in the Protocol.
- 3) Covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol.
- 4) Covid-19 PPE where necessary to meet the requirements of the Protocol.
- 5) Social distancing to meet the requirements of the Protocol.

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 Personnel, the Employer's Representative, Employer's Personnel and third parties visiting the site.

Additional precautions will be required in relation to Covid-19 to ensure the safety of students and school staff (e.g. if access is shared between the School personnel and Contractor's personnel, if Contractor's personnel are required to enter the school area, either internally or externally, for particular tasks, or if Contractor's personnel have to undertake works in the school after school hours); Such precautions would involve, at a minimum, maintaining social distancing between Contractor's personnel and School personnel, wearing of appropriate PPE and sanitising any work areas in the school on a daily basis in preparation for school activities on the following morning; this will be deemed to be included in their Contract Sum

# **9. Contract**

## **9.1 Conditions of Contract**

The Conditions of Contract will be the Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer (Document Reference PW-CF5\_Contract\_v2.9\_25-11-2025). A copy of the Contract can be found on [www.constructionprocurement.gov.ie](http://www.constructionprocurement.gov.ie).

In accordance with the Conditions of Contract the information required for Schedule Part 1 is as per the following:

Refer to Schedule Part 1 (located in Tender and Schedule document).

## **9.2 Bond**

A performance bond is required. The amount of the performance bond shall be 12.5% of the initial Contract Sum up to certification of Substantial Completion of the Works, and 6.25% of the initial Contract Sum for the subsequent period stated in the form of bond in the Works Requirements. 450 days after that.

## **9.3 Time for Completion**

Subject to and in accordance with the Conditions of Contract, the Contractor will be required to complete the Works within 12 months (365 calendar days including project contingency) of the issue of the Letter of Acceptance (see Schedule Part 1).

## **9.4 Damages**

Liquidated and Ascertained Damages under the Conditions of Contract will be calculated as per Section G of Schedule Part 1.

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## **9.5 Compensation Events**

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

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

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

## **9.6 Model Documents**

A list of Model Documents for use on this project can be reviewed on the Department of Finance website "[www.constructionprocurement.gov.ie](http://www.constructionprocurement.gov.ie)".

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## 10. Contractor's Documents

### 10.1 Programme and Management Proposals

A bar chart, network analysis or other detailed programme for the whole of the Contract works shall be submitted. The programme shall contain details of all resources needed for each phase of the Works. This programme must be agreed with the Employer and shall form part of the Contract Documentation. The submitted programme shall include all information as required by Clause 4.9 of the Conditions of Contract.

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

### 10.2 Pre-appointment Information

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

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

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

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## **11. Reporting**

### **11.1 Site Meetings**

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

### **11.2 Progress Report**

The Contractor shall submit to the ER a progress report, not later than 7 days before the end of each month. The report shall meet the requirements of Clause 4.10 of the contract and as a minimum include the following:

- Progress statement with reference to the programme
- Details of matters materially affecting the works
- Sub Contractors and Suppliers progress reports
- Any requirements for further information or details
- Details of Health and Safety and/ or related matters
- Details of temperature conditions and any adverse weather
- On site labour numbers and plant schedule

### **11.3 Method Statement**

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

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

### **11.4 Reporting**

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

### **11.5 Cash flow**

Prior to commencing work on site, the Contractor shall submit an indicative cumulative cash flow forecast to indicate the anticipated valuation figures on a month by month basis, based on the programme. This Cashflow is to be updated as necessary by the contractor during the course of the works.

### **11.6 Progress photographs**

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

## 12. Title

### **The use or disposal of any materials found on the site**

No sand, ballast, gravel, coal or other useful material which may be found in the Works shall be removed from the site, nor become the property of the Contractor, nor be used in the Works except upon the express instructions of the Employer's Representative, in which case the quantity used, if any, shall be measured and valued by the Quantity Surveyor, and such value deducted from the Contract Sum.

## 13. **Quality Assurance & Testing**

### **Quality Testing and Defects**

Candidates to note the quality, testing and defects requirements as outlined in Clause 8 of the Contract for Building & Civil Engineering Works Designed by the Employer and make the necessary provision with their tender for full compliance with same.

### **Sample Submittal and Approval Schedule**

The successful Contractor will be required to prepare a detailed sample submittal and approval schedule for issue to the Employer's Representative for consideration within one week of the date of execution of the Contract.

Provide all samples of work as may be reasonably required by the ER together with any cost of supplying equipment for site testing and sampling to establish a standard approved by the ER. The cost of all reasonable tests is deemed to be included in the rates tendered in this document.

The Contractor shall agree and maintain complete and current inspection and test procedures with the ER prior to commencement of the works.

The Contractor shall supply, at this own expense, samples of all materials and executed work which the ER may request for approval before adoption. Such approval shall not relieve the Contractor from responsibility for any defects.

The Contractor shall supply materials at his own expense, for all tests required by the Specification and such tests as the ER may direct under the Conditions of Contract and execute all necessary arrangements, notices, removals and reinstatement in connection with such tests. Copies of the test results shall be issued directly to the ER.

Unless otherwise stated in the specification, Samples which have been installed in position may be retained as part of the works provided they have been approved by the ER.

### **Quality Control Procedures**

The successful Contractor will provide the ER with a copy of their Quality Plan for the project prior to the issue of the Letter of Success.

### **Materials and Workmanship**

Refer to the Architects Specification and Work Requirements.

This document contains pages Nos. 1 – 22 with cover & index pages.  
Please ensure that no page is missing or duplicated

Signature: .....

Contractor's Name: .....

Address: .....

.....

.....

Date: .....

ANA,  
The Waterfront  
Mill Lane,  
Carlow.

Page Checked	
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**APPENDIX 1**

**FULL LISTING OF WORKS REQUIREMENTS DRAWINGS**

## Full Listing of Works Requirements Drawings & Specifications

### 1. DRAWINGS & SPEC.

#### Drwg. No.

#### Drwg. Title

#### 1. TA GROUP

25020-X-MP-X-X-DR-TA-AR-0001_	Master Site Plan - Boundary Treatment_REV00
25020-X-MP-X-X-DR-TA-AR-0002_	Master Site Plan - Services_REV00
25020-X-MP-X-X-DR-TA-AR-0003_	Master Site Plan - Construction Lines_REV00
25020-X-MP-X-X-DR-TA-AR-0004_	MSP -Details Services&Hard Landscaping_REV00
25020-X-MP-X-X-DR-TA-AR-0005_	Boundary Wall - Elevations & Sections_REV00.
25020-X-HT01-X-X-DR-TA-AR-0001_	HT01 - Site Plan (Unit 62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-0002_	HT01 - G&F Floor-Demo (No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-1001_	HT01-Ground&First Floor (No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-1002_	HT01-Lintel Plan, Wall&Joist Details_REV00
25020-X-HT01-X-X-DR-TA-AR-1004_	HT01 - Drainage Plans (No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-2001_	HT01 - Elevations(No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-3001_	HT01 - Sections & Details(No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-4001_	HT01 - W & D Schedules (No.62-67)_REV00
25020-X-HT01-X-X-DR-TA-AR-5000_	HT01-Kitchen&Bathroom(No.62-67)_REV00
25020-X-HT02-X-X-DR-TA-AR-0001_	HT02 - Site Plan (Unit 30 & 31)_REV00
25020-X-HT02-X-X-DR-TA-AR-0002_	HT02-G & F Floor-Demo(Unit 30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-1001_	HT02-G&F Floor Layouts(Unit30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-1002_	HT02-RoofPlan,Joist&Wall(Unit30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-1003_	HT02 - Lintel Plan (Unit 30 & 31)_REV00
25020-X-HT02-X-X-DR-TA-AR-1004_	HT02 - Drainage Plans(Unit 30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-2001_	HT02 - Elevations(Unit 30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-3001_	HT02-Sections& Details(Unit 30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-4001_	HT02 - W & D Schedules(Unit 30&31)_REV00
25020-X-HT02-X-X-DR-TA-AR-5000_	HT02-Kitchen&Bathroom(Unit 30&31)_REV00
25020-X-HT03-X-X-DR-TA-AR-0001_	HT03-Site Plan (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-0002_	HT03-Layouts-Demo(No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-1001_	HT03-FloorLayouts (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-1002_	HT03-LintelDetails (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-1004_	HT03-DrainagePlans(No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-2001_	HT03-Elevations (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-3001_	HT03-Sections&Detail (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-4001_	HT03 - W & D Schedules (No. 36,37,40&41)_REV00
25020-X-HT03-X-X-DR-TA-AR-5000_	HT03-Room Data(No. 36,37,40&41)_REV00
25020-X-HT03A-X-X-DR-TA-AR-0001_	HT03A-Site Plan (No. 39)_REV00
25020-X-HT03A-X-X-DR-TA-AR-0002_	HT03A-Layouts-Demo (No. 39)_REV00



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25-128-ELS104 Rev 2	Lighting, General Services, and Lifesafety Systems Ground & First Floor & Attic Floor – Type 04 Units 44
25-128-ESCH101 Rev 2	Electrical Schematic 1
25-128-ESCH102 Rev 2	Electrical Schematic 2
25-128-MHS101 Rev 2	Heating Services Ground & First Floor – Type 01 – Unit 62-67
25-128-MHS102 Rev 2	Heating Services Ground & First Floor – Type 02 – Unit 30-31
25-128-MHS103 Rev 2	Heating Services Type 03 – Unit 36, 37, 40, 41, & 49 Ground & First Floor – Type 03 – Unit 36, 37, 40, 41, & 49
25-128-MHS104 Rev 2	Heating Services Type 04 – Unit 44 Ground & First Floor – Type 04 – Unit 44
25-128-MSCH101 Rev 2	Mechanical Schematic
25-128-MVWS101 Rev 2	Waste and Ventilation Services Ground & First Floor & Attic Type 01 Unit 62-67
25-128-MVWS102 Rev 2	Waste and Ventilation Services Ground & First Floor & Attic Type 02 Unit 30-31
25-128-MVWS103 Rev 2	Waste and Ventilation Services Ground & First Floor & Attic Type 03 Unit 36, 37, 40, 41, & 49
25-128-MVWS104 Rev 2	Waste and Ventilation Services Ground & First Floor & Attic Type 04 Unit 44
25-128-MWS101 Rev 2	Water Services Ground & First Floor & Attic Type 01 Units 62-67
25-128-MWS102 Rev 2	Water Services Ground & First Floor & Attic Type 02 Units 30-31
25-128-MWS103 Rev 2	Water Services Ground & First Floor & Attic Type 03 Units 36, 37, 40, 41, & 49
25-128-MWS104 Rev 2	Water Services Ground & First Floor & Attic Type 04 Unit 44
25-128 ESPC Rev1	Electrical Specification
25-128 MSPC Rev1	Mechanical Specification

### **3. Quantity Surveyor**

2554-PD

Volume C - Pricing Document