

Sacred Heart Secondary School Clonakilty- Enabling Works II

RN 62170B

VOLUME A.1: Project Particulars.

Job No.	Issue No.	Date	Originator	Checker	Reason for Issue
2780B	01	10/06/26	MS	SK	QS
2780B	02	01/07/26	MS	SK	Issued for Tender

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1.0 A Brief Description of the Works and the Relevant Parties.

All information being provided, including this document and for the duration of the project, is in electronic format, save only in exceptional circumstances.

1.1 General

Project Name: Enabling Works II
Sacred Heart Secondary School Clonakilty RN 62170B

Nature: Essential conservation interventions aimed at limiting further deterioration and stabilising the condition of buildings 1, 2 3, and 4, within the campus of Sacred Heart Secondary School, Clonakilty. The associated works are conservation-led, brought forward from the main contract works.

Location: Clonakilty, Co. Cork

1.2 Name of Employer

Employer: CEIST
CEIST Education Office, Summit House, Embassy Office Park, Kill,
Co. Kildare W91 VK0T

Contact Number (0)1 6510415

Contact Name Maeve Mahon – CEO

1.3 School Board of Management

School: Board of Management Sacred Heart Secondary School Clonakilty

Contact Number 023 8833737

Contact Name Ann Marie Brosnan – Principal until November 2026
Brendan Walsh- Principal after November 2026

1.4 Name of Employer's Representative

KOBW Architects

Address: 2 Empress Place, Summer Hill, Cork.

Tel: 021 4502 319

Contact: Sarah Kelly.

1.5 Design Team

Architects & Assigned Certifier:	KOBW Architects Address: 2 Empress Place, Summer Hill, Cork T23 KH68. Tel: 021 4502 319 Contact: Sarah I. Kelly
Civil/Structural Engineers:	DBFL Consulting Engineers Address: 14 South Mall, Cork T12 CT91 Tel: 021 2024538 Contact: Kevin Ahern
Building Services Engineers:	Delap & Waller Consulting Engineers Address: Bloomfield House, Bloomfield Av. Portobello, Dublin 8 Tel: 01 5355900 Contact: Paul Breen
Quantity Surveyors:	Nolan Construction Consultants Address: Wallace House, Maritana Gate, Canada St. Waterford. Tel: 051 841 719 Contact: Robert Nolan
Project Supervisor Design Process:	Turner Townsend Address: Cork 1 Horgan's Quay, Waterfront Square, Cork T23 PPT8 Tel: 01 4003300 Contact: Pat Healy
Conservation Architect:	Design Forum Address: 3 Ardeevin, St. Luke's, Cork T23 PPT8 Tel: 021 6030212 Contact: Oisín Creagh
Fire Safety, Disability Access:	Building Design Lab Ltd. Address: Suite 103, NSC Campus, Loughmahon, Mahon, Cork T12 XY2N Tel: 021 730 4667 Contact: Nigel O'Sullivan

Woodrot Consultant	PJ Barrett Ltd. Damp & Timber Decay Specialist Address: Cube Building, Monahan Rd, Cork. T12 H1XY Tel: 021 4555694 Contact: Peter Barrett
Ecological Consultant	JBA Consulting Ltd. 12 South Mall Cork T12 RD43 Tel: 01 61579400 Contact: Anne Mullen
Ecological Clerk of Works	JBA Consulting Ltd. 12 South Mall Cork T12 RD43 Tel: 01 61579400 Contact: Johanna Healy

1.6 General Description of the Works

The proposed works are limited to essential stabilisation, repair, and dry rot mitigation and environmental improvement measures and are not intended to alter the character or significance of the protected structures. The works comprises:

Building 1 – Chapel

- Construct a French drain around the northern and western part of Building 1 and discharge it to a new soakaway in the field to the east of the school.
- Remove rotten timber from the roof, sacristy, and staircase.
- Restore drainage from roofs to direct rainwater away from the building.
- Install new insulation and complete the roofing works, reusing existing slates and providing new natural slates where necessary.
- Remove existing cementitious render from internal face of external walls.
- Dry rot mitigation measures

Buildings 2 & 3 – Convent

- Remove rotten timber floor joists from Buildings 2, and 3.
- Prop external walls with minimal permanent steel beams at c. 8m centres.
- All walls to be hacked back to the masonry. Remove existing cementitious render from internal face of external walls.
- Remove rotten roof timbers, splicing new ends to existing where possible; install new insulation and complete the roofing works, reusing existing slates and providing new natural slates where necessary.
- Restore drainage from roofs to direct rainwater away from the building.
- Remove rotten timbers from window frames where they risk the building fabric.
- Dry rot mitigation measures.

Building 4 – Occupied School

- Essential floor strengthening works, including the installation of 2 no. new support posts.
- Carry out dry rot treatment in the specific areas where active outbreaks have been identified, as indicated on the drawings; allow for associated timber replacement, truss end treatment, and related remedial works within these areas.

2.0 CONTRACT

2.1 Contract Form

The contract form will be the **PW-CF5 Minor Works, Building and Civil Engineering Works_v2.9 25-11-2025**

Contract model forms applicable to this contract can be found at:

www.constructionprocurement.gov.ie

Where two or more versions of any of the documents are posted on the above website during the tender period, the applicable version is the version on the above website 10 days prior to the latest date for receipt of tenders.

The Required Experience, Skill and Qualifications of the Key Personnel for the Project.

The required minimum standard for each individual is evidence of competence to fulfil the assigned role. Such competence may be demonstrated by examples of previous experience (in that role) of work of a similar nature and size satisfactorily completed, and training/ qualifications appropriate to that function.

Where a Contracts Manager has no qualifications or formal training, he/she must have at least 7 years' experience in Building Trade including at least 3 years in a management role. Where a Contracts Manager has appropriate formal training/ qualifications relevant to the role of Contracts Manager (in the judgement of the Contracting Authority), the level of experience can be reduced to 5 years of which 2 must be in the management role.

The Health and Safety Manager (who may be the same person as the Contracts Manager and /or foreman) must have at least 5 years' experience in the Building Trade AND must have appropriate H & S training (minimum 4 hours externally accredited CPD or Degree/ diploma or other equivalent).

Where a Foreman has no qualifications or formal training, he/ she must have at least 7 years' experience in the Building Trade including 3 years as a Foreman (Site Manager). Where the Foreman has appropriate formal training/ qualifications relevant to the role (in the judgement of the Contracting Authority), the level of experience can be reduced to 5 years of which at least 3 years must be as Foreman (Site Manager). The Foreman must also have formal H & S training (minimum 4 years externally accredited CPD).

The Safety Officer (who may be the same person as the foreman or PSCS) must have at least 5 years' experience in the Building Trade and must have formal H & S training (minimum 4 hours externally accredited CPD).

Where in the combined judgement of the Contracting Authority (CA) and the references quoted (or otherwise checked by the C.A.) a project was not satisfactorily completed the relevant time period may be excluded from the total experience claimed.

Tax Clearance Certificate.

It is a condition to the award of the contract, that the Contractor will provide and maintain a current tax clearance certificate for the duration of the contract.

3.0 CONSENTS

3.1 Consents

3.1.1 These Works are exempt from planning permission. A copy of the Section 57 of the Planning & Development Acts, 2000-2010 no. 20000055/SDEC1/2018 has been included in the **Instruction to Tenderers (ITT) – Information Pack**.

3.1.2 A National Parks & Wildlife Service bat derogation licence is required and will be procured by the consultant ecologist for the works. The scope and phasing of the works has been designed to meet the licencing requirements.

3.1.3 The tender drawings and specifications reflect the scope of enabling works. It is a requirement that the works be constructed in compliance with these documents.

3.1.4 The Contractor must ensure that the existing 60-minute fire-rated separation between the occupied school and the unoccupied school, including the timber second floor and stair enclosures with associated doorsets, is maintained and remains fully effective throughout the duration of the Works.

3.1.5 The functionality of the existing fire compartmentation and fire alarm systems to the occupied school must be preserved at all times during the Works and all buildings must be reinstated to full operational condition upon completion of the Contract.

3.1.5 The consents referred to above are provided for information only and can be found in **ITT – Information Pack**.

3.2 Compliance

3.2.1 The Contractor shall be responsible for the appropriate care and protection of the existing buildings as they are all Protected Structures and require care to keep the existing fabric for future restoration.

3.2.2 It is a requirement that the Works are constructed in compliance with the Section 57 of the Planning & Development Acts, 2000-2010 no. 20000055/SDEC1/2018 list of allowed works, which are the Works. Works not included within the tender documents are not permitted without the ER's approval.

3.2.3 The Works must be phased to comply with the National Parks & Wildlife Service's Bat Derogation Licence, which applies primarily to Building 2. Works to Building 2's roof must be completed between October 2026 and March 2027.

3.2.4 All works on site will be inspected periodically by PJ Barrett & Co. woodrot specialist and by Design Forum, conservation architects, who will ensure that the works comply with conservation best practice. The design team is required to submit a report to the county council, on completion of the works, detailing all works carried out.

3.2.5 The Contractor shall maintain all relevant records.

3.3 Other Third Parties

The Contractor is required to liaise with the school's management and with other third parties, who might be affected by the works, including adjoining owners.

4.0 THE SITE

4.1 Site Boundaries & Surveys

4.1.1 The existing site boundaries can be described as follows:

The site is located at Clonakilty, Cork. St. Joseph's Primary School occupies the site to the South-West. Traffic flows from this site to the Sacred Heart Secondary School's site and carparking is shared. A PE Hall is located between the two schools, and is used by both and members of the public.

The site is bounded to the south and east by N71 / Convent Road, to the north by private farm buildings and farmland, and to the west by sports complex, carpark, access route and single and two-storey residential buildings. The school entrance is located off the N71. The site slopes down from the north to south. The level difference to from the top of the site to the main road is 21.5m.

The site has a central terraced area where main accommodation is located. The main school building sits on this level.

Behind this there is the former laundry building at a higher level which acts as a Technology Classroom and is accompanied by prefabs. Some further prefabs and the shared P.E. Hall are located to the west of the main building, connected to the main level

by a series of external steps and sloped paths. There's is a large area of gently sloped land to the east of the school convent.

The contractor is expected to visit the site when preparing his tender submission and familiarise themselves with the nature and extent of the existing boundary conditions.

4.1.2 The following surveys have been undertaken at design stage and can be found in **ITT – Information Pack** (the contents of the Information Pack do not form part of the Works Requirements).

1. Preliminary Health & Safety Plan.
2. Section 57 of the Planning & Development Acts, 2000-2010 no. 20000055/SDEC1/2018
3. Surveys
 - 1) Archaeological Report
 - 2) Asbestos Survey
 - 3) Topographical Survey
 - 4) Existing Buildings Survey
 - 5) Roof Drone Survey
 - 6) Bat Survey
 - 7) GPR & Utility Survey
 - 8) Woodrot & Dampness Report
 - 9) Enabling Works I Safety file

The Contractor is expected to have reviewed these documents when preparing his tender submission and familiarise themselves with the existing site conditions.

4.2 Restrictions on Construction, Access and Egress.

The school will continue to operate on site during this work. Care must be taken not to impede its daily operations. Deliveries and removals must avoid the school's starting and finishing times. The Contractor must familiarise themselves with the phasing drawings and construction site plan drawing contained in Volume A.3.1.

4.3 Means of Access

St. Joseph's Primary School occupies the site to the South-West. Traffic flows from this site to the Sacred Heart Secondary School's site and carparking is shared.

The Contractor shall prepare a Construction Traffic Management Plan, which shall be available for inspection prior to commencement on site, and, be revised and maintained as required during the course of the Works.

The Construction Traffic Management Plan shall provide for the safe access to the site for the duration of the Works. Construction traffic must be managed to occur outside of the peak school hours and surrounding network peak periods. The Construction Management Plan must ensure that arrivals and departures are managed to ensure that they do not impact negatively on the local road network.

Construction access to the site will be through the existing main entrance along the main avenue. Construction access will be shared from start on site until January 2027, with the Contractor refurbishing the Technology Room in Building 5 to the northern part of the same site. The site entrance must be managed as described in the Preliminaries, to be shared with the other contractor. This roadway will be also shared with school traffic, and construction traffic must be managed to ensure access is maintained in a safe manner.

The Construction Traffic Management Plan shall be designed in accordance with best practice and shall include a detailed and fully co-ordinated construction programme for the works, hours of operation, a traffic management plan, noise and dust mitigation measures and protection of infra-structural services.

4.4 Restrictions on Access

The works are to be enclosed by hoarding with secure gates. Solid, non-climbable hoarding is required between the existing school and the construction site. An area for the Contractor's compound for the duration of the works is indicated on the Construction Site Plan. The Contractor is required to organise carparking for Contractor's vehicles within the site compound or to make other arrangements, but not to park within school parking areas, or adjoining properties or on the public roads near the site.

Building 4 is not available for construction works until 04/06/27, which coincides with the start of the state examinations. Works within it must be completed by 30/07/27. The Contractor must liaise with the school and the ER in advance of commencing Building 4 works, to make sure that noise will not disrupt state examinations elsewhere within the school's site.

4.5 Information of Adjacent/ Abutting Structures

The works are within the existing buildings adjacent to and within occupied school buildings. The contractor shall liaise with the school's management when undertaking the work, in order to minimise disruption.

4.6 Limitations on Use of the Site

The use of the site is limited to the construction of the works. In compliance with NPWS' Bat Derogation Licence, roof works to Building 2 must be completed within the months from and including October 2026 to March 2027.

The works must be completed as soon as possible before 30/07/27, to enable the school to fully re-occupy Building 4.

4.7 Other Work on the Site to be Carried out Concurrent with the Works by the Employer's Personnel or Others.

Technology Building 5, the former laundry building to the North of the site, is being refurbished starting on site on the Summer of 2026, for occupation end January 2027. The Contractor appointed for these works is Cahalane Brothers Ltd. Construction access will be shared and managed as part of this contract, as set out in the preliminaries. The Contractor is required to liaise with Cahalane Brothers Ltd. in relation carrying out the building works, including traffic management, the use of the site, the compound, insurances and Project supervisor Construction Stage.

The Contractor is responsible to ensure their insurances include for the above items and cover all Employers' Personnel, including those indicated above.

4.8 Specific Site Rules and Regulations

Refer to Preliminary Health & Safety Plan, located in the **ITT – Information Pack**. The Contractor is required to comply with all obligations set out in these documents.

4.9 Facilities of the Employer to be Operated and Maintained by the Contractor

The existing school is required to remain in operation throughout the duration of the works.

Services connections must be maintained by the contractor in all Employer occupied areas for the duration of the works.

4.10 No Construction Activities during Exam Periods

The Contractor must liaise with the school and the ER in relation to works to Building 4, scheduled to commence on 04/06/27, during the state examinations, to make sure that noise will not disrupt examinations.

Elsewhere within the site, construction activities from 02/06/27 until 23/06/27, must pause: no construction activities are to be carried out during this state exam period. The Contractor must check the dates for the state exams, leaving certificate and junior

certificate, on the Department of Education and Youth's website, confirm dates and times with the school principal and the ER, and ensure that no construction activities take place during the state exams.

5.0 PRELIMINARIES.

The project Preliminaries form part of the Works Requirements and are attached at Appendices.

6.0 DRAWINGS, SPECIFICATIONS, SCHEDULES AND REPORTS.

6.1 General

6.1.1 The provision, content and use of the documents is described in the Particulars, Preambles and Preliminaries included in **Volume A.1.**

6.1.2 The Contract and Model Forms included in **Volume A.1.**

6.2 Architectural Information

6.2.1 General arrangement, working and construction drawings:
All included in **Volume A.3.1.**

6.2.2 **Architectural Specification**, included in the Architect's Specification and Schedules in **Volume A.2.1.**

6.3 Civil/ Structural Engineering Information

6.3.1 General arrangement, working and construction drawings: All included in **Volume A.3.2.**

6.3.2 **Architectural Specification**, included in the Architect's Specification and Schedules in **Volume A.2.2.**

6.4 Services Engineering Information

6.4.1 General arrangement, working and construction drawings: All included in **Volume A.3.3**

7.0 RESTRICTIONS AND OBLIGATIONS

7.1 Limitations on Working Hours

7.1.1 St. Joseph's Primary School occupies the site to the South-West. Traffic flows from this site to the Sacred Heart Secondary School's site and carparking is shared. The Contractor shall liaise with the schools and their Boards of Management to arrange suitable times and agree restrictions on noisy works during the school term hours between 9:00 and 16:00.

7.1.2 The Contractor shall liaise with the post-primary school and its Board of Management to arrange times for works close to and within the occupied school buildings. Any works to these areas that would affect the operation of the school, must be carried out outside school hours.

7.1.3 See 4.6, 4.7 and 4.10 above. Technology Building 5, the former laundry building to the North of the site, is being refurbished starting on site on the Summer of 2026, for occupation end January 2027. The Contractor appointed for these works is Cahalane Brothers Ltd. Construction access will be shared and managed as part of this contract, as set out in the preliminaries. The Contractor is required to liaise with Cahalane Brothers Ltd. in relation carrying out the building works, including traffic management, the use of the site, the compound, insurances and Project Supervisor Construction Stage services.

7.2 Hoardings, Fences, Screens, Temporary Roofs, Advertising Rights

7.2.1 Health and Safety site set-up drawings have been included in **Volume A.3**. The drawings indicate among others:

- site hoarding lines and hoarding type
- site boundary lines
- site access
- tree protection hoarding lines

It is a requirement that the protective measures indicated on this drawing and all other necessary protection are provided by the Contractor to ensure the safe construction of the works. Responsibility for the construction of the works in compliance with the Safety, Health and Welfare at Work (Construction) (Amendment) Regulations 2021 rests with the contractor.

7.3 Maintenance and Protection of Existing Services on, under or over the Site

7.3.1 The record of existing civil works and site services are included on the Topographical Survey Drawing in the **ITT- Information Pack**.

Drawings from utility providers are included in the **ITT - Information Pack**.

The Contractor shall be deemed to have reviewed of the information on the existing site services and have visited the site during the tender period to review any additional site services not included on these records.

7.3.2 Drawings showing the approximate location of existing services are provided in the Design Intent drawings which accompany these documents. The drawings do not, however, show all over and underground services on the site. It is the responsibility of the Contractor to locate all existing services prior to commencing works in any area.

7.3.3 The Contractor shall liaise with all utility companies and protect all existing services on or adjacent to the site.

7.3.4 Any damage to retained services caused by the Contractor or his Sub-Contractors shall be made good at the Contractor's expense.

7.3.5 The Contractor shall liaise with the relevant authorities and utility suppliers and coordinate any diversions or outages required to carry out the works within his programme and the Period for Substantial Completion.

7.4 Obligations or Restrictions

7.4.1 Licences: The Contractor is responsible for obtaining all other necessary licences required for the execution of the works including but not limited to: road opening licence, tree felling licence, waste disposal permit, bird removal licences, etc.

7.4.2 The Contractor is responsible for the off-site disposal of materials from the site where required. It is the Contractor responsibility to have a valid waste disposal licence, in compliance with the requirements of the Local Authority, in place to meet his programme. A valid licence must be presented to the Employer's Representative prior to commencing any disposal works. Any delays or consequent works required will be entirely at the risk of the contractor

7.4.3 No consultants/ Design Teams members including PSDP will be issuing hard copies of drawings and documentation to the main contractor during the course of the construction contract.

All information will be issued electronically. It is the Contractor's responsibility to print hard copies and provide any necessary printing facility on site. Refer to Preambles in **Volume A.1** for more detailed information/requirements.

7.9.4 The Contractor is responsible for ensuring that no damage is caused by the construction works to existing boundary hedgerows, trees and grass areas outside of the construction area and outside of the site boundary.

7.5 Phasing Requirements

The Contractor shall undertake the Works in accordance with the phasing strategy outlined below and as shown in the FoT and phasing drawings and shall ensure that all sequencing requirements, ecological restrictions and fungal remediation protocols are strictly adhered to throughout the duration of the Contract.

Phase 1 – Works to Buildings 1, 2 and 3 (41 Weeks)

The anticipated commencement date for Phase 1 is 19 October 2026, with Substantial Completion on 30 July 2027.

Phase 1A – Building 2a Roof and Attic Works (24 Weeks)

The anticipated commencement date for Phase 1A is 19 October 2026. Notwithstanding the overall programme, all works associated with Phase 1A shall be fully completed on or before 31 March 2027.

Phase 1A shall comprise:

- Completion of all roof and attic works to Building 2a.

Works to the roof and attic areas of Building 2a are subject to ecological constraints associated with the presence of bats. Accordingly, all roof works and associated structural works within Building 2a shall be undertaken strictly within the period from October to March and shall achieve completion on or before 31 March 2027. The Contractor shall comply with all monitoring, supervision, exclusion measures and other requirements of the Project Ecologist.

Phase 1B – Works to Existing Buildings 1, 2 and 3 (41 Weeks)

The anticipated commencement date for Phase 1B is 19 October 2026, with anticipated Substantial Completion on 30 July 2027.

1B.1 Building 1

The Contractor shall complete all roof repairs and dry rot remediation works within Building 1. Upon completion of the dry rot remediation works, the Contractor shall establish a dedicated sterile storage area within the Chapel for the safekeeping and protection of historic elements salvaged from Buildings 2 and 3.

1B.2 Buildings 2 and 3

The Contractor shall complete the works to Buildings 2 and 3 in accordance with the recommendations contained within the PJ Barrett & Co. report.

The sequence of the enabling works is critical to the successful control of fungal contamination and the prevention of recontamination of previously treated areas. The Contractor shall adopt a top-down sequence of works wherever practicable, commencing at roof level and progressing through the upper floors before undertaking works at lower levels.

All stripping out, removal of contaminated timber, cleaning, vacuuming, sterilisation and timber treatment works at higher levels shall be completed prior to commencing equivalent works at lower levels wherever practicable.

The general sequence of works shall be as follows:

1. Roof spaces and roof structural timbers.
2. Second-floor areas.
3. First-floor areas.
4. Ground-floor areas.
5. Sub-floor voids and floor construction.
6. Removal of contaminated aggregate and floor fill.

The Contractor shall ensure that the sequencing of the works does not compromise the effectiveness of the dry rot remediation strategy and shall take all necessary precautions to prevent the spread of fungal contamination between work areas.

Summer Works (8 Weeks) – Subject to School Summer Closure 2027

The following works to Building 4 shall be undertaken during the Summer 2027 school closure period:

- Dry rot treatment to affected areas.
- Installation of structural steel posts in accordance with the Engineer's details.

8.0 HEALTH AND SAFETY

8.1 Appointments of Project Supervisor for the Construction Stage (PSCS)

8.1.1 By the Contract to be made between the Employer and the Contractor, the Employer intends to appoint the Contractor as Project Supervisor for the Construction Stage (PSCS) for the works under the Safety, Health and Welfare at Work Act, 2005 and the Safety, Health and Welfare at Work (Construction) (Amendment) Regulations 2021.

8.1.2 It is a requirement that a collateral deed, as per Model Form MF 1.21 (form of appointment of contractor as PSCS) be signed by contractor and that the contractor accepts the appointment as PSCS under the terms and conditions of the collateral deed. A copy of the contract and Model Form MF 1.21 is included in **Volume A.1**.

8.1.3 A Preliminary Health and Safety Plan has been prepared by the Project Supervisor for the Design Process (PSDP). It is a requirement that the PSCS takes into consideration the information provided in the Preliminary Health and Safety Plan in carrying out his duties as PSCS. A copy of the Preliminary Health and Safety Plan is included in the **ITT – Information Pack**.

8.1.4 Refer to 4.7 above. Technology Building 5, the former laundry building to the North of the site, is being refurbished starting on site on the Summer of 2026, for occupation end January 2027. The Contractor appointed for these works is Cahalane Brothers Ltd. Construction access will be shared and managed as part of this contract, as set out in the preliminaries. The Contractor is required to liaise with Cahalane Brothers Ltd. in relation

carrying out the building works, including traffic management, the use of the site, the compound, insurances and Project Supervisor Construction Stage services.

8.1.5 It is a requirement that the PSCS cooperates with the PSDP throughout the course of the construction of the works in every way necessary to facilitate the PSDP carry out their role, under the Safety, Health and Welfare at Work (Construction) (Amendment) Regulations 2021, to arrange the co-ordination of all matters relating to design and the cooperation of all designers of permanent and temporary works.

8.1.6 The PSCS shall employ the following personnel, who should be the person proposed in the QW1 or meet at least the same standard as that to the person proposed. Any proposed change to personnel should be notified to the ER and PSDP and copies of the relevant CVs issued:

- A competent Temporary Works Designer, who must take overall responsibility for the stability of the structure, including permanent and temporary works during the entire construction phase. The Temporary Works designer shall also take overall responsibility for the design of the demolition of any existing works, including all supports to partially demolished structures. This designer must be competent in temporary works design, and will be required to demonstrate that he/she has safely provided for the complex forces involved in temporary works/ permanent works interaction at the various stages of construction.
- A suitably qualified site engineer who must assist the Temporary Works Designer in relation to site implementation issues highlighted above and who must liaise with the designer, the PSDP and the PSCS.
- A competent temporary electrical services designer and temporary mechanical services designer who must take overall design responsibility for the safety of the electrical services installation and mechanical services installation during the entire construction phase. These will be required to liaise with the electrical services designer and the mechanical services designer, contractor, PSDP and PSCS. M&E Co-ordinator is required to be on site 100% of the time.

8.1.7 The PSCS shall arrange for all specialist and temporary works designers to attend meetings with the PSDP and Permanent Works Designers in order to co-ordinate the designs to ensure that all of the designs are compatible with respect to safety of personnel and comprehensive, for all of the contract works. These specialist designers shall be identified by the contractor within 7 days of being requested to do so by the ER.

8.1.8 The PSCS must promptly provide method statements setting out detailed methods of construction for any elements where particular risks, residual risks or construction methods have been identified in the Preliminary Health and Safety Plan.

8.1.9 The PSCS is to provide, when requested, certificates in the form approved by the HSA and as set out in the HSA guidance document "Guidelines on the Procurement, Design and Management Requirements of the Safety, Health and Welfare at Work

(Construction) (Amendment) Regulations 2021 including the temporary works design certificate.

8.1.10 Information for the Safety File must be issued to the PSDP in a timely manner prior to Substantial Completion, in digital format as per the specification in the Preliminary Health and Safety Plan included in the **ITT – Information Pack** (the contents of the Information Pack do not form part of the Works Requirements).

KOBW Architects 01/07/2026

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APPENDIX A _ PRELIMINARIES

RN 62170B

Sacred Heart Secondary School Clonakilty – Enabling Works II



PRELIMINARIES

PROJECT PARTICULAR

Project Particulars

the Enabling Works comprise the Conservation and Repair of Building 1 to 4 at Sacred Heart Secondary School Clonakilty, Co. Cork to prevent further weather deterioration and timber decay treatment

Location of the Works

allow for carrying out the works at the location identified on the Architects Phasing Strategy Drawing No. 001

Names and Addresses of the Employer and Consultants

Employer / Contracting Authority:

CEIST (Catholic Education | An Irish School's Trust), Summit House, Embassy Office Park, Kill, Naas Co. Kildare

Employers Representative (ER), Architect and Assigned Certifier:

KOBW Architects, 2 Empress Place, Summer Hill, Cork

Civil & Structural Engineer:

DBFL Consulting Engineers, 14 South Mall, Cork

Services Consultant:

Delap & Waller, 1st Floor, Bloomfield House, Bloomfield Avenue, Dublin 8

Quantity Surveyor:

Nolan Construction Consultants, 9 Wallace House, Canada Street, Waterford

PSDP:

Turner & Townsend, City Quarter, Lapps Quay, Cork

Fire Safety, Disability Access:

BD LAB, Suite 103, NSC Campus, Loughmahon, Mahon, Cork

Conversation Architect:

Design Forum, 3 Ardeevin, St Luke's, Cork

Woodrot Consultant:

PJ Barrett Ltd. Damp & Timber Decay Specialist Conservation Guidance

Wildlife Licensing Unit

National Parks and Wildlife Service, Department of Housing, Local Government and Heritage, 90 King Street North, Smithfield, Dublin 7

National Parks and Wildlife Service, Glengarriff Nature Reserve, Glengarriff, Co Cork

Ecologist:

JBA Consulting, Unit 24, Grove Island, Corbally, Limerick

Project Description

The works to be undertaken in Sacred Heart Secondary School Clonakilty consist of a phased program of specialist enabling, conservation, and structural stabilisation works across four school buildings, comprising:

Phase 1A (Buildings 2A Roof & Attic Work: 24-Week Programme): Specialist timber decay treatment, historic roof repairs, Roof fabric and structural works to Building 2A are strictly restricted to the October to March window stated in the FoT to avoid the bat active/maternity season. These works are subject to the strict daily monitoring and exclusion protocols of the Project Ecologist. Please note that Phase 1A and 1B will run concurrently during the bat hibernation period.

Phase 1B (Buildings 1, 2 & 3: 41-Week Programme): Specialist timber decay treatment, historic roof repairs, internal strip-out, asbestos removal, and structural steel stabilisation

Phase 2 (Building 4: 8-Week Summer Works Program): Specialist dry rot treatment and multi-story structural steel column installations to support existing historic timber beams.

The Contractor must refer to the Architect's Phasing Drawing for detailed phasing information, including but not limited to working areas and the sequence of work in each phase. The Contractor must refer to the Form of Tender (FoT) for the specific details regarding substantial completion. All prices in the Pricing Document must fully incorporate the phasing and sequence requirements accordingly.

Program Contingency Allocation: The Contractor must include the total project program contingency of twenty (20) calendar days within their initial master programme

Contractor shall carefully consider the specific structural and contamination constraints of the project when putting together the initial construction master programme; the sequence of the enabling works is critical to successfully controlling fungal contamination and avoiding recontamination of previously cleaned areas; all works under the demolition, alterations, and dry rot treatment packages must be planned and executed in a strict top-down sequence wherever practicable; commencing at roof level and progressing systematically through the upper floors before undertaking works at lower levels; refer to the PJ Barrett & Co Report for the full operational criteria; the Contractor's tender programme must clearly demonstrate compliance with this mandatory sequence of operations

Boundaries of Site

allow for working within the boundary line indicated on the Architects Phasing Strategy Drawing No. 001; the Contractor shall confine his operations to the areas marked and include all signage as indicated on this drawing

Access to the Site

the contractor is only permitted access to the Site via the Access Route as shown on Architects Drawing No. 001; This designated access route shall be used at all times by all Contractors employees, sub-contractors, suppliers etc. The Contractor must provide all necessary safety provisions along this access route for both the Contractors and Employers 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; Include for all costs associated complying fully with this requirement

Contractor shall allow for all costs associated with providing and facilitating continued and safe access to all surrounding buildings affected by the works for the Employer and their agents during the construction period

Position of the Works

allow for all costs in connection with the setting out and positioning of the buildings and associated works as shown on the Phasing Strategy Plan

Order of Work

liaising with ER / PSDP and Employer on an ongoing basis to agree, implement and maintain a safe environment for all

The contractor will be required to maintain access to all adjacent buildings, work areas and properties on the School grounds and shall be required to liaise with the Employer and their agents during the works.

Services on and over the Site

the contractor shall make himself aware of the presence and location of existing under ground services and over ground services; he shall allow all costs associated with contacting and arranging with the network service provider to identify all services locations on or about the site; he shall make all reasonable effort to establish and mark out these routes for the general safety of all operatives on the site, he shall allow for maintaining the established route lines and markings for the necessary duration of the works as required; he shall take all necessary steps to avoid interference or damage to these services during the execution of the works; he will be deemed to have included here or make the necessary allowance in his rates for working in and around and maintaining live these services

Adjacent buildings and convenience of occupants

allow for consulting the convenience of anybody who may be affected by the Works with regard to suitable times for carrying out works, making deliveries, etc. and include all necessary costs associated in complying with this requirement

Arrangement for visiting the Site

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; he/ she is to make any appointment to visit the site by arrangement with Architect

Drawings

the contractors attention is drawn to note that the drawings from which this Bill of Quantities has been prepared have been provided in the tender pack; any drawing may be inspected by appointment at the offices of the Architect

Bill of Quantities: Method of Measurement

the BoQ has been prepared in accordance with the Agreed Rules of Measurement 4 (including Supplement 2), as agreed between the Construction Industry Federation and The Society of Chartered Surveyors; notwithstanding the provision of A.R.M., the drawings from which each element is measured are not listed separately with each element measured

in the measured work all items unless otherwise specifically mentioned, are the nett measurement of the items described when finished in the works; in pricing the Contractor must make such allowances as he thinks fit to cover the necessary waste, laps etc.

the measured work shall not be used for ordering materials; the Contractor is required to take his own measurements on Site and from the drawings for the quantities required for the ordering of materials

Bill of Quantities: Pricing

the contractor at the time of tendering, must furnish the Bill of Quantities fully priced in ink in the currency of the European Monetary Union - the Euro (EUR)

unpriced items shall be deemed to be included in priced items in the Bill of Quantities

lump sum adjustment - if the Contractor makes a lump sum adjustment in the summary of his tenders, this adjustment will be dealt with strictly in accordance with the Instructions to Tenderers issued with these documents

Bill of Quantities: Quantities

quantities are rounded to the nearest whole unit except where this procedure would cause an entire item to be eliminated; in this instance such an item is given as a whole unit where the unit of billing is the metre and as one hundredth of a unit where the unit is a tonne

Bill of Quantities: not a "Design Document"

this document is not a "Design Document" within the meaning and intent of the current Safety, Health and Welfare at Work (Construction) Regulations and does not purport to instruct the Contractor as to the manner and methods to be employed in the construction of this project; this information is to be ascertained from Design Drawings and Specification

Dimensions

figured dimensions are to be followed in preference to dimensions scaled from the drawings (if any discrepancies are apparent clarification from the ER is required); whenever possible dimensions are to be taken on the site or from the building; before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and / or building and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings; the Contractor will be responsible for the accuracy of all dimensions

General Conditions

Pension Schemes

it will be a condition for the award of this Contract that the tenderer shall be a fully paid up member of the CIF Pension / Sick Pay Scheme and all payments made in respect of employees must be available for inspection at all times

Tax Clearance Certificates

it will be a condition for the award of this Contract that the lowest acceptable tenderer must be able to produce promptly on request a tax clearance certificate (in the case of a non-resident a statement from the Revenue Commissioners will be required) and an ERCT notice of determination

Expense and Acceptance of Tender

the Employer does not bind himself to accept the lowest or any tender and no Contractor will be remunerated for any trouble or expense incurred in preparing his tender; acceptance of a tender is subject to the sanction of the Employer

Certificate of Standard and Workmanship

allow for complying with the requirements as follows:

all materials and goods are to be the best quality and if applicable they must comply with the latest European Standard (EN), Irish Standard (IS), British Standard (BS), German Standard (DIN) or Code of Practice (CP); where possible Irish materials must be used

all works, materials and workmanship required under this Contract shall be in compliance with the requirements of the Specifications and the Standards referred to therein

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

workmanship shall comply with the latest Irish or British Codes of Practice for the work involved

Proprietary Names, Manufacturer Names and Type

in any case where trade names, manufacturers reference type or marks are used in the tender documents they are deemed in every case (whether specifically mentioned or not) to be accompanied by the words "or equivalent"

the term "or equivalent" shall mean that any alternative item proposed is at least equal in performance, quality and workmanship to the specified item. If the Contractor proposes to use an alternative item, the ER must give his approval to this item and if the ERs approval is not obtained, the Contractor must supply the item originally specified

Site Safety

the Contractor shall comply in all aspects with the current Safety, Health and Welfare at Work (Construction) Regulations; the contractor shall provide for all costs as a subsequence of complying with the Safety, Health and Welfare at Work (Construction) Regulations and Acts current at the date of tender

the Contractor shall provide, prior to commencement of the Works (and any costs associated therewith) as follows:

a copy of Form of Notice (Form AF2) to be served on the Health & Safety Authority
company Safety Statement

names of Contractor's staff responsible for site safety, health and welfare and for first aid

site layout plan showing facilities (offices, canteen, drying room, toilets, washroom), material storage, temporary parking, crane positions, security fencing (including type), etc.

the Contractor shall include for enforcing and ensuring that all sub-contractors and suppliers comply with the Regulations and the requirements of the Project Supervisor (Construction Stage)

the contractor is to include in his tender for complying with all restrictions and obligations imposed upon him in the Preliminary Health and Safety Plan prepared by the Project Supervisor (Design Stage) and issued as part of the Tender Documentation

Use or Disposal of any material found on site

no sand, ballast, gravel, coal or other useful material which may be found in the Works shall be removed from the site, nor shall it become the property of the Contractor, nor be used in the Works except upon the express instructions of the ER, 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

All waste materials that will be required to be transported offsite for disposal or recovery must be undertaken in compliance with all Waste Management Regulations. Transportation of waste will be by appropriately licensed and approved hauliers. All waste materials will be disposed of at appropriately permitted or licensed waste facilities. The Contractor will be responsible for ensuring that all necessary documentation requirements are fulfilled prior to transfer of material offsite (i.e. C1 and Trans-Frontier Shipment). Chain of custody documentation will also be required (e.g. gate tickets) to document the acceptance of the waste material at the nominated permitted or licensed facility. Records of waste transport and disposal will be required to be maintained by the Contractor to the satisfaction of employer

CONTRACT

Form of Contract

Provide for complying in all respects with the Contract as described following

the Form of Main Contract will be the Contract for Minor Building & Civil Engineering works designed by the Employer, Document Reference PW-CF5 (The applicable version shall be that posted on the www.constructionprocurement.gov.ie website ten days prior to the designated date) with amendments as set out below.

Schedule of Clause Headings

A schedule of clause headings of the Conditions is set out hereunder for pricing:

1. The Contract
2. The Law
3. Loss, Damage and Injury
4. Management
5. Contractor's Personnel
6. Property
7. The Site
8. Quality, Testing and Defects

9. Time and Completion
10. Claims and Adjustments
11. Payment
12. Termination
13. Disputes
14. Covid-19 Mandatory Closure
15. Price Variation

Schedule

The completed Schedule: Part 1 of the contract is contained within Volume B. Provide for complying in all respects with the schedule & conditions as described:

- (A) Employers Representative and Communications
- (B) Documents

Works Requirements - As scheduled and included in Volume A including the drawings referenced therein. Volume A shall be deemed to include all architectural, civil, structural, mechanical and electrical specifications, schedules and drawings prepared by the Design Team, whether provided with the tender documents or referred to therein.

Pricing Document - A Bill of Quantities measured in accordance with the: Agreed Rules of Measurement 4 as included in Volume C.

(C) Project Supervisor - The Contractor is to be appointed project supervisor for the construction stage for the Works

(D) Insurance

Minimum indemnity limit for Public liability insurance: €6,500,000 for any one event.

Minimum indemnity limit for Employers liability insurance: €13,000,000 for any one event.

Maximum excess for Insurance of Works and other Risk Items: €10,000.

Maximum excess for Public liability and Employers liability: €10,000.

(E) Performance Bond - A performance bond is not required.

(F i) Collateral Warranties ARE NOT required for a number of Specialist domestic subcontractors

(F ii) Ancillary Certificates ARE required for a number of categories of Contractor's Personnel

(F iii) Named Specialists ARE NOT required.

(G) Dates for Substantial Completion, Sections, Liquidated damages, Retention

Date for Substantial Completion:

12 nr. weeks (from 'Contract Date' to 'Date for Substantial Completion' of entire Contract)

Rate of liquidated damages:

As stated in the Form of Tender Schedule Part 1G

(H) Early Completion

(I) Defects Period

(J) Random Checks for Employment Records

(K) Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments etc. (Sub-clauses 9.3, 9.4, 10.1, 10.6, 10.7)

Event Item Nr. 1 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 2 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 3 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 4 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 5 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 6 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 7 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 8 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 9 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 10 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 11 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 12 - Delay Event/Yes, Compensation Event/No

Event Item Nr. 13 - Delay Event/Yes, Compensation Event/No

Event Item Nr. 14 - Delay Event/Yes, Compensation Event/No

Event Item Nr. 15 - Delay Event/Yes, Compensation Event/No

Event Item Nr. 16 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 17 - Delay Event/No, Compensation Event/Yes

Event Item Nr. 18 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 19 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 20 - Delay Event/Yes, Compensation Event/Yes

Event Item Nr. 21 - Delay Event/Yes, Compensation Event/Yes

(L) Payment Particulars

(M) Cap on Liability

(N) Conciliation, Adjudication and Arbitration

(O) Rights in Contractors' Documents

(P) Material Categories (Table 1B "All Materials Category only" applies)

Substantial Completion Dates

As noted in the Form of Tender and Schedule contained within Volume B of these Documents

this date is subject to the Contractor's Health and Safety Project Supervisor (Construction Stage) deeming that the programme is a safe period

Clarification of Clauses

Agreement Under Seal

the Contractor shall, when called upon to do so, execute PW-CF5 Agreement A2 under seal

Materials and Workmanship

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

where reference is made in the Tender Documents 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 Employers Representative in writing before incorporation into the work

Unfixed Materials

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 Employers Representative

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

Sub-Letting

the Contractor must not assign or sub-let any part of the work to others without the written consent of the Employers Representative; this rule is to be strictly observed on this Contract

consent must be applied for, in writing, with full particulars, to allow adequate time for enquires to be made, and to complete preparations, depending on the decisions of the Employers Representative, before construction works start

Value Added Tax

The Contractor must comply and adhere strictly with the Value Added Tax requirements as stipulated within Volume A - Works Requirements.

The Contractor must submit their tender exclusive of VAT.

Variations and Change Orders

all change orders and variations orders shall be issued by the Employers Representative only; no payment will be made to the Contractor in respect of work for which an instruction is issued by any person other than the Employers Representative

OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER

Items for convenience of pricing

Access to and possession or use of the site

the site must not be used for any purpose other than carrying out the works

provide for cleaning up and making good any damaged areas to the all roads, paths, boundaries etc. on the access to the site and all hard surfaced areas under public / employer use on a daily basis

provide for reinstating all roads, paths, hard surfaces and soft surfaces damaged along access routes

provide for performing the work in such a manner as to cause the minimum interference with the occupants and normal routine of adjoining occupiers during the execution of the work

provide for performing the work in such a manner as to cause the minimum interference with existing residents during the execution of the work

Limitations of working space

provide for complying with the limitations of site area and working space described previously and indicated on Site Layout Plans

Limitations of working hours

subject to any provision to the contrary contained in the contract, none of the works should be carried out prior to 08.00 each day, after 19.00 each evening, during the night or at the weekend (including bank holidays) without permission of the Architect save when work is unavoidable or absolutely necessary for the saving of life or property or for the works in which case the contractor shall immediately advise the Architect

any limitations imposed by the Local Authority or Garda Síochána must be adhered to in full

Maintenance of existing live services

provide for protecting and maintaining all services on or over the site from damage caused by the day to day operations on site and for protecting all personnel on site from injury or death by taking due account of Health and Safety requirements

Contract Site

The Contractor must comply and adhere strictly with the 'Contract Site' requirements as stipulated within Volume A - Works Requirements.

Limitations on the operation of plant with respect to adjoining property

provide for maintaining and making good damage, if any, to roads, paths services and other property, public or private, caused by or attributable in any way to the execution of the works and for indemnifying the Employer against loss, damage, claim or proceedings by any Local Authority, statutory undertaking, or others

ensure that all necessary measures be taken to prevent the spillage or deposit of clay, rubble or other building debris on the adjoining roads during the course of the works; allow for washing down all plant, trucks, machinery etc. prior to exiting the confines of the site to ensure no dust, excavated material, construction materials etc. are deposited on the public roadways outside the site. allow for wheel washing equipment at the site access entrance for all vehicles entering and exiting the site, including the safe removal, storage and disposal of sludge; The Contractor should allow for cleaning, sweeping and washing down the roadway as necessary and as required

provide for taking all precautions necessary to prevent nuisance from noise, smoke, rubbish, water or any other cause

Programme of the works

when requested by the ER, the successful contractor shall prepare and provide within 7 working days, a detailed programme of work from start on site to substantial completion in bar chart format. The programme shall include for the all Sub-contractors and should contain details of the resources need for each phase of the programme. It shall also take account of all holiday requirements and for time lost due to inclement weather (the programme shall indicate the extent of inclement weather allowed). Should the Contractor fail to provide details of their allowance for inclement weather, then any claims for extension of time caused by exceptionally inclement weather will be decided by reference to the records of the Meteorological Office for that particular area and at that time of year. This programme will be frequently reviewed during the course of the Contract and the Contractor must keep it fully up to date at all times. The Contractor shall provide for issuing one copy of the programme and all revisions thereto to each firm of the Design Team

provide and update when necessary the construction programme in bar chart format

Provision of Project Supervisor for the Construction Stage services, by the Contractor under the Safety, Health & Welfare at Work (Construction) Regulations.

include for being appointed by the Client, under a collateral agreement to the main contract, as Project Supervisor for the Construction Stage in respect of the project, pursuant to the Regulations; the contractor shall include all costs for the provision of the services of a Project Supervisor for the Construction Stage, pursuant to the 2013 SHW Regulations

include for procuring and ensuring that the insurance cover required to be obtained and maintained by the contractor, pursuant to Clause 3 of the main contract, shall provide indemnity in respect of any claim for bodily injury or property damage which the contractor may incur by reason of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project

include for providing and co-ordinating all necessary information, in writing, as requested by the Project Supervisor for the Design Stage to enable the preparation and completion of the Safety File referred to in Regulation 13

include for providing assistance to the appropriate member of the design team (and to relevant nominated sub-contractors) in preparing the latest issue of construction drawings for inclusion in the Safety File

Safety Statement

provide for the production of an up to date Safety Statement satisfying the requirements of current legislation

Safety Method Statement

provide and maintain a detailed Safety Method Statement for the works satisfying all current statutory requirements and legislation

Demolitions

Demolition work shall be undertaken by an experienced specialist only and shall conform with the requirements of the European Standards - noise and vibration control on construction and open sites. All demolition work and temporary works shall comply with the relevant specifications prepared by the Engineers

SUITABILITY CRITERIA FOR SPECIALIST MECHANICAL AND ELECTRICAL SUBCONTRACTORS

As a pre-requisite for the approval by the ER of the Contractor appointing mechanical and electrical specialist contractors, the Contractor will be required to demonstrate that each of the proposed firms satisfies specific requirements. The criteria requirements are set out in the Service Engineers Work Requirements. The Tenderer must submit evidence of this criteria for their proposed Specialist Mechanical & Electrical Subcontractors with their tenders.

The Contractor should note that should their proposed Specialist Mechanical & Electrical Subcontractors fail to meet the minimum criteria set out in the Suitability Criteria, the Contractor will be required to propose an alternative specialist that meets this criteria. No charge for additional costs will be considered in the consequence of the Contractors failure to propose a suitable specialist.

GENERAL FACILITIES AND OBLIGATIONS

Generally

Setting out

the Contractor shall provide all labour, instruments, tapes, chains, pegs, dumpy levels, theodolite, laser levels, metric staff etc necessary and shall set out the works to the approval of the ER (see also Clause 7 of the Conditions of Contract)

the Contractor shall establish a bench mark on site for the duration of the Contract; the bench mark shall be related to the Ordnance Datum; the permitted deviation in level between the master bench mark and the Ordnance Datum shall be +/-; the location of the bench mark shall be agreed with the Engineer

Supervision and co-ordination of the works

provide sufficient and competent staff for all on and off site supervision and co-ordination for the proper execution of the works

the Contractor shall provide a competent Site Agent who shall be constantly present during the works, with power to act in the Contractors absence and for all purposes as his general agent

Noise Control

The contractor must comply generally with the recommendations of BS 5228:Part 1, Noise Control on Construction and Open Sites, Part 1, Code of Practice for basic information and procedures for noise control (this is a condition of Grant of Planning Permission).

The contractor must comply with all regulations concerning the prevention of pollution arising from noise, vibration, water, smoke, dust, accumulation of rubbish and all other causes. Any statutory considerations or limitations which are more onerous than those laid out in this specification and within the tender documents shall take precedence.

Noise on site shall comply with Safety, Health and Welfare at work (construction) Regulations 2006 to 2012, Safety, Health and Welfare at Work Act 2005, BS 6187:2011 - Code of Practice for full and partial demolition, BS 5228:2009 Parts 1 & 2 - Noise and vibration control on construction and open sites, Environmental Protection Agency Act 1992 Sections 106-108, including all Local Authority specific requirements for this specific site.

Noise levels from the proposed development shall not be so loud, so continuous, so repeated, of such duration or pitch or occurring at such times as to give reasonable cause for annoyance to a person in any premises in the neighbourhood or to a person lawfully using any public place. In particular, the rated noise levels from the proposed development shall not constitute reasonable grounds for complaint as provided for in B.S. 4142 - Method for rating noise affecting residential and industrial areas.

The contractor shall submit a method statement in accordance with the above for the control of noise and obtain the necessary construction noise limits and approvals from the Local Authority prior to commencing work on site.

Dust Control

The construction techniques used on site shall minimise the release of dust into the atmosphere and shall comply with Safety, Health and Welfare at work (construction) Regulations 2006 to 2012, Safety, Health and Welfare at Work Act 2005, BS 6187:2011 - Code of Practice for full and partial demolition, Air Pollution Act 1987, including all Local Authority specific requirements for this specific site. Dust generated during the works should be kept damp until it is removed from the site or can be otherwise contained. Water spraying must not cause nuisance to adjoining owners. In all cases the contractor must comply with the requirements of the Local Authority Water, Waste and Environment Department.

Vibration Monitoring

The construction techniques used on site shall minimise vibration during on site activities. Guidance on acceptable vibration is contained within BS 5228:2009 Parts 1 & 2 - Noise and vibration control on construction and open sites.

The construction of the development shall be managed in accordance with a Construction Management Plan, which shall be submitted to, and agreed in writing with, the planning authority prior to commencement of development. This plan shall provide details of intended construction practice for the development

Responsibility for performing overall co-ordination process in respect of Building Services

The Contractor shall have responsibility for performing the overall co-ordination process in respect to all building services with each other and with the building elements. The contractor shall assign to this task staff with proven knowledge and experience of building services to ensure that the service co-ordination activities are successfully completed. The responsibilities of the staff so assigned shall include but are not limited to the realistic programming of all building services works and activities and the incorporating of this programme into the main contract programme, the timely and adequate provision of services related samples, patterns, mock ups and setting out details of design team comments, the interpretation of all

Co-ordination of underground services

The contractor shall include for co-ordinating the installation of underground services to serve the proposed development on site taking into account the existing underground services and those to be installed as part of the proposed works.

The contractor shall initially liaise with all utility providers (or those responsible for services) to establish what records are available for existing services on site. The contractor shall survey the site using Ground Penetrating Radar or other means to establish the exact location and route of all existing services. The location of these services shall be accurately recorded for information purposes.

Based on the survey of the existing underground services on site the contractor shall provide a co-ordination drawing for the installation of all new underground services having regard for the location of existing services for the approval of the design team building services and civil/structural engineers

The co-ordination of existing and proposed underground services shall be agreed by both the building services and civil/structural engineers prior to commencement of these works on site.

Plant, tools and vehicles

allow and include all costs in respect of bringing to site, erecting and removing on completion all plant, tools, vehicles, moulds, profiles and other apparatus for the use of domestic trades for the proper execution of the works, include for ensuring all test and certificates in respect of the plant or equipment are issued and held on site by the necessary Contractors agent.

allow and include all costs in respect of maintaining on site for the duration of the works all plant, tools, vehicles, moulds, profiles and other apparatus for the use of domestic trades for the proper execution of the works, include for ensuring all test and certificates in respect of the plant or equipment are issued and held on site by the necessary Contractors agent.

Site administration and security

provide for all on and off site management

the Contractor, or a responsible official from his organisation shall attend progress meetings which will be held at agreed intervals; the Contractor or his agent shall inform all suppliers, sub-contractors as are necessary that their attendance at progress meetings shall be required

provide all watching, protective lighting, barriers, fencing and everything else necessary to safeguard the works (including materials and plant) against damage and theft

In the event of any of the Contractor's Personnel being excluded from the site during the course of the Contract the provisions of Clause 14 of the Conditions of Contract shall apply. Notwithstanding the fact that the work is to be carried out in a security aware area, the Contractor will have sole responsibility for protecting plant, materials, equipment and work executed against damage and theft.

Existing Levels

the Contractor shall signify in writing his agreement to the correctness of the existing ground levels, as indicated on the drawings, before commencement of the works and before the existing ground levels are disturbed

if the Contractor is of the opinion that the existing ground levels vary from those shown on the drawings he shall immediately seek instructions and clarification from the ER; failure by the Contractor to comply with this requirement will be taken to indicate there is no divergence between the existing levels and those shown on the drawings; unilaterally prepared records will not be accepted after the completion of excavation works concerned

Transport for work people

provide all necessary transport to and from site

Protecting the works from inclement weather

provide for covering and protecting the works and materials as necessary against inclement weather and for making good any damage occasioned thereby

Materials

provide a secure materials lock up and secure compound area within the curtilage of the site. This compound is to be adequately protected from trespass, unauthorised entry, damage and theft. Provide necessary watching and lighting for the security, access and movement within the compound area.

materials are to be stored in a tidy manner. Separate different materials and protect them from dirt, physical damage, reaction with other materials, marking, staining, micro-organisms, mildew, fungus, vermin etc. Do not store materials in ways which may cause damage to the Works or to the materials or endanger the safety of people or property.

provide all necessary equipment and protection to enable the handling and storage of materials in accordance with the manufacturers' recommendations. Do not use materials which have been stored for a period in excess of the manufacturers' recommended shelf life.

Temporary works

the contractor shall have sole responsibility for the design and installation of all temporary works
contractor to include for all necessary bracing, propping and temporary works; issuing of all necessary design certificates and method statements; temporary works design and certificate to be provided by a Consultant Chartered Engineer engaged by Contractor and approved by Project Engineer prior to execution; engaged Consultant Engineer must have minimum PI insurance cover of £1.5m and a maximum excess of £45,000 or 1.5 % of gross fee turnover whichever is greater

the Contractor is to issue design certificates for temporary propping works prior to construction works commencing on site. Method statements are to be prepared by a Chartered Engineer with Professional Indemnity Insurance and appropriate experience.

maintain, adapt, remove and make good after removal temporary works and temporary services

Water for the works

provide clean fresh water for use on the works, pay all fees and charges in connection therewith, provide all necessary plumbing, storage and connections required, maintain during the progress of the works and make good on completion

Lighting and power for the works

provide all necessary temporary lighting and electric power required for the works and pay all fees and charges in connection therewith

Temporary utilities (water, electricity, gas, telecommunications, etc.)

the Contractor to pay all costs (connection fees, connections, standing charges, bills, disconnection, reinstatement) and comply with all requirements.

Temporary roads, hard standings, crossings, etc.

provide and maintain temporary roads, hard standings and crossings, complete with adequate temporary drainage, on and adjacent to the site as necessary for the execution of the works and reinstate areas disturbed on completion to the satisfaction of the Engineer

Contractors Compound

provide Contractors Compound(s) and parking areas (as per Architects Drawing No. AE-1001) including all necessary traffic management / diversion methodologies for both the Employers & Contractors personnel, fencing to secure the area(s) and all associated protection of the public; include for all necessary soil stabilisation, hardcore, etc; make good on completion; to be located as indicated on the Architects Existing Site Layout Drawing

The Contractor shall confine his operations and site occupation to the area within the hoarding except when necessary to carry out work forming part of the Works Requirements. Where it is necessary to open carry out other work outside the hoarding line, the location of the work and its associated dangers shall be clearly identified. If it necessary to leave excavations or incomplete ground works in place outside working hours that may present a threat to third parties the Works shall be fenced off, marked with warning signs and provided with warning lights. The areas to be hoarded off are shown on the Site Plan. The Contractor shall allow for removal of the hoardings on completion of the work on site and making good. The Contractor shall use the enclosed site / compound areas as the project, material storage and administration area. The Contractor will make good the site on completion of the works by reinstating all damage caused, including that caused to areas outside the site area including all access routes. The Contractor is required to make arrangements for parking by his personnel, sub-contractors or any other visitors to the site within the site/compound area (or elsewhere outside the Employers property if required). All other areas are not permitted for the contractors use for parking, material storage etc. A Traffic Management Plan will be required that must set out the agreed delivery and removal routes, delivery times etc.

Temporary accommodation for use of the Contractor

provide suitable temporary sheds, offices, mess rooms, sanitary accommodation and other buildings in compliance with the Safety, Health and Welfare at Work legislation and regulations

Maintenance of temporary accommodation

Every canteen, toilet, wash room and drying room shall be maintained in a serviceable, clean and hygienic condition at all times; a person or where circumstances require it, a number of persons employed on the site shall be assigned specific responsibilities for the regular cleaning of the canteen, toilets, wash room and drying room as often as it is necessary to comply with the provisions as stated

Traffic regulations/management

provide for complying with all traffic regulations affecting the works

provide for submitting to the ER for formal written agreement a Construction Traffic Management Plan for the movement of personnel and the delivery of plant and materials during the construction phase

Health, Safety and Welfare at Work Regulations

include for complying with the Health, Safety and Welfare at Work Acts and Regulations current at the date of tender

include for complying with the Health, Safety and Welfare at Work Acts and Regulations current at the date of tender

include for being appointed by the Client, under a collateral agreement to the main contract, as Project Supervisor for the Construction Stage in respect of the project, pursuant to the Regulations; the contractor shall include all costs for the provision of the services of a Project Supervisor for the Construction Stage, pursuant to Regulations 16 - 23 of the Regulations

include for procuring that the insurance cover required to be obtained and maintained by the contractor, pursuant to Clause 21 of the main contract, shall provide indemnity in respect of any claim for bodily injury or property damage which the contractor may incur by reason of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project

include for providing all necessary information as requested by the Project Supervisor for the Construction Stage to enable the preparation and completion of the Safety File, excluding drawings and specifications which shall be provided by the appropriate member of the design team and relevant sub-contractors

include for providing assistance to the appropriate member of the design team (and to relevant sub-contractors) in preparing the latest issue of construction drawings for inclusion in the Safety File

provide for insuring that all contractors personnel and sub-contractors have current Solas Safe Pass and Construction Skills Certification Scheme qualifications as necessary

Disbursements arising from the employment of work people

Provide for all labour insurance and other costs arising from the employment of work people (Insurance (07) of this section)

Maintenance of roads, etc.

provide for maintaining and making good damage, if any, to structures, roads, paths services and other property, public or private, caused by or attributable in any way to the execution of the works and for indemnifying the Employer against loss, damage, claim or proceedings by any Local Authority, statutory undertaking, or others

allow for washing down all plant, trucks, machinery etc. prior to exiting the confines of the site to ensure no dust, excavated material, construction materials etc. are deposited on the public or Estate roadways outside the site. The Contractor should allow for cleaning, sweeping and washing down the roadway as necessary and as required

Maintenance of specific temperature and humidity levels

provide for the maintenance of specific temperatures and humidity levels necessary for the proper installation of goods or application of finishes and to dry out the building(s)

Drying the works

provide and maintain the necessary equipment, fuel and attendance for drying and controlling the humidity of the works

Removing rubbish, protective casings and cleaning

provide for removing from the site from time to time as necessary and on completion of the works all rubbish, debris, surplus materials, protective casings, etc. and also on completion clean the works internally and externally to the satisfaction of the ER

Temporary fencing, hoarding, screens, gantries, etc.

provide and maintain all temporary fencing, hoardings, fans, planked footways, guardrails, gantries and the like as may be necessary for protecting the public, for the proper execution of the works and for meeting the requirements of any Local or other Authority, including all necessary lighting; removal on completion

The Contractor shall allow for moving or adapting the temporary hoarding, etc., as and when required during the progress of the works and shall dismantle and remove at completion of the works, but not until all danger to the public and users has passed and shall make good all works disturbed.

Control of noise, pollution and all other statutory obligations

provide for taking all precautions necessary to prevent nuisance from noise, smoke, dust, rubbish, water or any other cause

General attendances on Sub-Contractors

provide for general attendances on Sub-Contractors which shall be deemed to include the use of Contractors temporary roads, pavings, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, cleaning away rubbish, provision of space for Sub-Contractors own office and for storage of his plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities

in addition to facilities referred to above all items of general attendance shall be deemed to include arranging with Sub-Contractors as to time for commencement of their work on site or manufacture & delivery of their goods & materials as appropriate, obtaining the positions of holes, mortices, recesses, chases, fixings & the like & supplying them with all dimensions & other information required for the proper execution of the works

Special attendances on Sub-Contractors

provide all special attendances on Sub-Contractors which shall be deemed to include providing power supplies, providing special scaffolding, providing power for commissioning, providing and maintaining humidity levels necessary to protect the works, lifting, hoisting, distributing and moving into position plant & equipment, etc.

Scaffolding

Note the particular Employer requirements in connection with scaffolding in the measured work section and read the following items in this section in that context

allow and include all cost in respect of bringing to site, erecting and removing on completion all general scaffolding and other apparatus for use of the domestic trades for the proper execution of the works, include for ensuring all test and certificates in respect of the scaffolding or equipment are issued and held on site by the necessary Contractor agent

Provide all necessary scaffolding for the proper execution and completion of the works and to the satisfaction of the local authority and HSA, including toe boards, rails and netting as appropriate. If the contractor should strike any of this scaffolding before ascertaining weather it is the required by a Sub-Contractor or Public Authority, he must re-erect it, if so required at his own expense

The Contractor should refer to the Employer's Representative's Drawings and to the Pricing Document to ascertain the extent of the various elevations ceiling heights and the like and scaffolding required to them

The scaffolding must be the subject of the detailed provision of the Construction Safety Plan

Cranage

The Contractor shall provide all cranage as required. All costs associated with the provision of cranage shall be included in the Tender Sum. The Contractor shall be responsible for all temporary works associated with the provision of a crane and gaining access to the building. The Contractor shall include under this heading all costs associated with additional cranage as required upon examination of Tender Documents

Note: refer to Element (--) scaffolding details

Cranage

The Contractor shall provide all cranage as required. All costs associated with the provision of cranage shall be included in the Tender Sum. The Contractor shall be responsible for all temporary works associated with the provision of a crane and gaining access to the building. The Contractor shall include under this heading all costs associated with additional cranage as required upon examination of Tender Documents.

The Contractor shall allow Specialists the usage of any standing crane or hoist. The responsibility for unloading, hoisting to locations inside building is the responsibility of the Contractor.

The Contractor shall be solely responsible for assessment of all requirements and include all costs within his Tender Sum.

Dayworks

the Contractor shall give notice to the ER of the commencement and completion of any work for which the Contractor intends to submit daywork vouchers in accordance with the Conditions of Contract
dayworks as determined under the Conditions of Contract will be accepted as a basis for valuing the work only when the ER has issued written instructions to the Contractor to that effect; the Contractor shall submit to the ER at the end of each month an application for payment for all daywork done in the preceding month; applications for payment for daywork shall be supported by vouchers for the work to be certified by the ER or his representative; such endorsement shall be deemed to certify that the labour, materials and plant used are correct

Protection of the works

allow for protecting all the work in bringing the works to completion

Record drawings

the Contractor shall make accurate records of those parts of the works which will become hidden by further progress of the works as may be directed by the Architect and such records shall be checked and verified by the ER while work is open for inspection; such records shall be entered by the Contractor on prints of drawings which will be made available to him free of charge for this purpose and amplified by him with supplementary dimensioned sketches and such records shall be completed and certified as aforesaid and handed to the Architect as soon as practicable

allow for assisting and making accurate records of the works as constructed for the relevant members of the design team to record and incorporate on their drawings and specifications for inclusion in the safety file

Certificates

the Contractor to include for all costs associated with providing certificates for all relevant elements of the works and products as identified by the Design Consultants.

Building Control Regulations 2014

the Contractor shall comply with the Builders requirements as set out in the Code of Practice for the Building Control Regulations 2014 and all other requirements set out in the Works Requirements

Measurement Notice / BCAR Notice

give sufficient notice to the Employers Representative before covering up work that may require measurement or inspection for the Building Control Amendment Regulations (BCAR)

Completion Notice

give at least four weeks notice to the Employers Representative of substantial completion of the whole or phased sections of the works if applicable

Completion date

Notify the Employer's Representative in writing of the date on which the Contractor considers Substantial Completion has been achieved and have a date agreed and certified in writing by the Employer's Representative

Works after substantial completion

the Contractor shall include for all costs associated with recording and monitoring building performance subsequent to Substantial Completion as set out within the Works Requirements.

any works to be carried out after Substantial Completion will only be done with the prior consent of the employer;

the contractor will comply with all security and general 'house keeping' arrangements required by the employer

Commissioning, Records and Schedules

provide for all costs in complying with the Conditions of Contract

provide for all costs associated with the provision of record drawings detailing location and depths of all site service ducts

Warranties and Guarantees

the Contractor to include for all costs associated with providing warranties and guarantees for all relevant elements of the works and products as identified by the Design Consultants.

Operational & Maintenance Manuals

the Contractor to include for all costs associated with providing O&M manuals for all relevant elements of the works and products as identified by the Design Consultants.

Defects liability

provide for maintaining the works for 12 months after the issue of the Architects Certificate of Substantial Completion in accordance with the Conditions of Contract

Items notified by the ER to the Contractor will be classified as detailed below and the Contractor must act as stipulated: a) Very urgent defects to be made good immediately upon receipt of notification i.e. any work which causes a threat to safety including burst pipes, gas leaks, electricity failure, security problems and failure of heating or hot water. b) Urgent defects to be made good within 24 hours of receipt of notification, i.e. any work which if delayed would cause additional damage or wear. c) Routine defects to be made good within 7 working days of receipt of notification. For defects within classifications (a) and (b), notification may be telephone, subsequently confirmed by email. A note of the time, date and person accepting the message will be taken and the time of the telephone message. The Contractor shall advise in writing, within 24hrs of receipt of any notification, if any snag or routine defect cannot be rectified within the timescale detailed above (e.g. due to long lead in items). Should the Contractor fail to rectify the defects within the period stated, the Employer reserves the right to instruct a selected Contractor to immediately correct the defects and to deduct any costs incurred from any sums due or to become due to the Contactor.

Sample panels and products

The Contractor shall provide for Mock Ups samples, benchmark samples, trial assemblies and prototypes for approval by the Design Team and Employers in accordance with the Works Requirements.

The Contractor shall obtain written comments from the Contractor's Design Team and from the Employer's Representative.

Notwithstanding this requirement the Contractor shall provide small samples to the Design Team as and when required together with supporting information and details on availability and other relevant matters.

When requested by the Employer's Representative, 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 Employer's Representative's approval prior to the delivery of the materials to the site. Adequate time should be allowed in the program for the sign off of all samples by the Employers Representative.

The Contractor shall include here for supplying and storing systematically the samples requested and as stated in the Architect's, Structural Engineer's and Services Engineer's drawings and specifications in a Sample Room. Retain approved samples for comparison with products and material used in the Works. Remove samples which are no longer required. The Contractor shall included here for all cost associated with the allocation and maintenance of the Sample Room.

The Contractor is to note the list of required samples as set out in the specifications of the relevant design team members individual specifications e.g. Architect's specification - Architect's required samples. The Contractor should also note the dedicated sections of the specification for required samples and include for all costs associated with same.

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, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.

No materials or prefabricated items shall be used in the works until it has been verified that they comply with the specified requirements.

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.

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.

Where applicable, materials and prefabricated items shall bear the British Standards Institution Certification mark, the British Board of Agreement Certification mark or other appropriate certification mark.

Transportation, handling and storage of materials and prefabricated items shall be controlled to prevent mis-use, damage or deterioration.

The Contractor shall operate quarantine procedures for the identification and isolation of materials and prefabricated items that do not comply with the specified requirements.

The Contractor shall include for providing spares as required by the various specification documents at completion of the project

CONTRACTORS SPECIFIC REQUIREMENTS IN RESPECT OF BUILDING CONTROL REGULATIONS

The Contractors is obliged to comply fully with the Building Regulations (1997-2014) and in particular with the Building Control Regulations SI9 of 2014 operative 1 March 2014 imposing certain fundamental requirements, processes and procedures, etc. on their operation of the project including, in particular, the following:

Note

the use of the term Contractor also include Builder as used in the Building Control Regulations and the terms are interchangeable as required or relevant

Contractor specific tender and contract requirements

the Contractor is to provide within their tender submission for complying in full with all items identified in tender documents

the Contractor shall fully co-operate with and through the Architect and Employer's Representative including co-ordinating and providing all the notifications and inspections required

the Contractor is to provide with their tender submission Competency Assessment Statement for each sub-contractor being employed on the works is part of this tender process

the Contractor shall comply with the instructions and directions issued by the Employer Representative/Architect in accordance with the conditions of contract, relating to co-operating and co-ordinating with the Assigned Certifier and complying with his obligations as set out in this document. An Assigned Certifier who is not the Architect/Employer Representative shall not issue instructions to the Contractor

the Contractor shall co-operate with the Employer's Representative/Architect in the preparation of the Inspection Plan and Inspection Notification Framework and shall provide him with facilities for access and inspection of the works

interim and final certificates for payments shall be issued in accordance with the conditions of contract

In advance of each interim payment, the Contractor shall provide the following confirmations and/or documentation relevant to the stage of the construction, to the Assigned Certifier and the Employer Representative/Architect:

an interim statement of compliance covering the works completed to date
other documentation

the Employer's Representative/Architect may also want to see a copy of the Ancillary Certificates and associated tests or records from the Contractor for works identified in the Inspection Notification Framework that are completed at each stage and which are listed in the Interim Statement of Compliance

No claims for delay and/or additional expense will be entertained under the contract due to either inter-alia the following individual or cumulative reasons:

- delays by the Contractor in prior notifying of all inspections and as identified in the Inspection Notification Framework

- delays caused by re-inspection or delays in providing Ancillary Completion Certificates, records and back-up information and documentation as set out in the Works Requirements documentation

- delays in undertaking and completing Contractor's inspections

- contractor must use his best endeavours to minimise any delays carrying out the scheduled Ancillary Certificates or Contractors inspection and as identified in the Inspection Notification Framework

- the Employer may employ and pay other persons to provide such notification records, certificates or confirmations, etc., not provided by the Contractor and all costs incurred will be offset as a credit due against the Contract Sum

should the Contractor refuse or neglect to provide records, Ancillary Completion Certificates, or any related documentation set out in this document, the Employer (& "Owner" for purpose of SI.9 2014) may employ and pay other persons to provide such records, certificates or confirmations and all costs incurred in connection therewith shall be recoverable from Contractor or may be deducted from any money due or to become due to them, irrespective of the Contractor tender price for same

the Contractor shall promptly provide all the requirements documentation set out in the Works Requirements documentation and in the detail in the relevant Section of this document for each phase or individual unit that is identified in the Preliminary Inspection Plan and phased Inspection Notification Framework

Contractors obligations

the Contractor shall carry out the works in accordance with the Works Requirements and contract documents with due regard to the requirements of the Planning Permission Certificate, Building Regulations, Fire Certificate and Disabled Access Certificate

all the obligations in this document within the Works Requirements documentation and the relevant Section are deemed to form part of the tender document and Works Requirements and contract provisions and are to be included in the Conditions tender costs

the Contractor shall co-operate and co-ordinate with the Assigned Certifier through the Employer's Representative/Architect at all times and shall do the following during the course of the Works and shall confirm and/or provide that they:

- accept from the Employer the assignment to build and supervise the building or Works and provide and sign the relevant 'Undertaking by Contractor' statutory forms identified in the Commencement Notice

- have familiarised themselves with the drawings, specifications and documents lodged with the Commencement Notice

- take careful note of the Works Requirement drawings, specifications, documents and information pack, etc., lodged with the Commencement Notice or as subsequently uploaded onto the on-line system as the works proceed

plan and agree the execution, inspection milestones, sequence and programme of works with the Architect, Employer's Representative/Architect Assigned Certifier in advance of commencement of the Works

ensure competent person(s) are assigned to oversee the general construction works and/or specialist works. The specialist works and associated Assigned Certifiers which the Contractor is responsible for are identified on a preliminary basis in the Inspection Notification Framework issued at tender stage and/or agreed pre-commencement with the Architect/Employer's Representative

co-operate at all times with the Architect/Employer's Representative, Design Team, the Assigned Certifier and other Ancillary Certifiers

ensure that the workmanship complies with the requirements of all the current Building Regulations

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

provide written confirmation and supporting documentation that all required relevant documentation is provided at interim certificate stage if requested by the Assigned Certifier via the Architect/Employer's Representative

provide a suitable signed statutory form of Certificate of Compliance on Completion at handover stage as provided by the Assigned Certifier

promptly provide to the Assigned Certifier, via the Architect/Employer's Representative all documents requested by the Assigned Certifier to enable the Assigned Certifier to collate particulars for the purposes of handover and certification, and/or for further submissions to the Building Control Authority

ensure the co-ordination and provision of all test certificates and confirmations to the Assigned Certifier via the Architect/Employer's Representative, to the satisfaction of the Assigned Certifier

co-ordinate the work of all specialist sub-contractors and designers to ensure the coordination and provision of all test certificates and confirmations to the designated inspectors, or Ancillary Certifiers, who are required to provide Ancillary Completion Certificates, as identified by the Assigned Certifier at any stage during the project. A preliminary list of Ancillary Certificates are scheduled in the information provided at the tender stage and/or agreed pre-commencement with the Assigned Certifier, Architect and/or Employer's Representative

ensure the co-ordination and provision of all test certificates and confirmations to the Assigned Certifier via the Architect/Employer's Representative, to the satisfaction of the Assigned Certifier

co-ordinate the work of all specialist sub-contractors and designers to ensure the coordination and provision of all test certificates and confirmations to the designated inspectors, or Ancillary Certifiers

maintain progress records as detailed in this document and advised with the tender and Works Requirements documents and in the information provided at the or signed precommencement with the Assigned Certifier, Architect and Employer's Representative

comply with the detailed requirements of the Preliminary Inspection Plan and Inspection Notification Framework as issued at tender stage, and as updated thereafter and the detailed requirements of the updated Preliminary Inspection Plan and Inspection Notification Framework as co-ordinated and agreed with the Employer's Representative/Architect and Assigned Certifier prior to the commencement of the Works, and as amended during the course of these Works, up to completion

provide/furnish Ancillary Completion Certificates to the Assigned Certifier via the Architect/Employer's Representative for specialist works with design input and responsibilities

co-operate with the Assigned Certifier in the lodgement of supplementary documentation to the Building Control Authority during the course of the works

incomplete design work or specialist design that is not available for submission at commencement stage can be submitted to the Building Control Authority at a later stage

incomplete design work or specialist design that is not available for submission at commencement stage can be submitted to the Building Control Authority at a later stage. Drawings and documentation for these designs should be submitted before the relevant work commences, using the form of Ancillary Design Certificate where appropriate. An Ancillary Completion Certificate needs to be issued when complete. A decision needs to be made by the Assigned Certifier whether to use this option

within a maximum of six (6) weeks in advance of a nominated completion date, the Contractor must provide all completed or prospective documentation and confirmations for which he is responsible for, to the Assigned Certifier through the Employer's Representative/Architect to enable the Certificate of Compliance on Completion to be registered with the Building Control Authority in accordance with Clause 20F(8) of SI 2014

Statutory assignment and certification forms

in advance of the commencement of the works, in addition to an accompanying the Commencement Notice, there are two (2) statutory assignments and three (3) statutory certificates to be completed on-line using the Building Control Management System on-line system. The format for these are as per the Second (2nd) Schedule, SI 9: 2014 of the Building Control Regulations

at completion of the Works, a fourth (4th) statutory certificate is completed on-line using the Building Control Management System on-line system. The format for these in as per the Sixth (6th) Schedule, SI 9: 2014 of the Building Control Regulations

test certificates must be provided by the Contractor to the Architect/Employer's Representative at each interim certificate stage

the Contractor is to include in his tender and project programme for providing satisfactory records of all covered up or subsequently hidden or concealed Works as advised and required by the Assigned certifier including written reports, scaled drawings, photographs and video records, etc.

The following two assignments, A1 and A2 as follows are submitted with the Commencement Notice a minimum of two (2) weeks and a maximum of four (4) weeks prior to commencement of the Works:

(A.1) Notice of Assignment of Assigned Certifier which is the Notice of Assignment of Person to Inspect and Certify Works

this is completed by the Employer using the on-line Building Control Management System. A completed project copy should be included as an Appendix in the tender documentation

(A.2) Notice of Assignment of Contractor as the Assigned Certifier must check to ensure that the appointed Contractor promptly completes the on-line Notice of Assignment of Builder otherwise there will be a delay in submitting a valid Commencement Notice

this is completed by the appointed Contractor using the on-line Building Control Management System. A blank project copy should be included, for the tendering contractor's information, as an Appendix in the tender documentation

There are three (3) statutory certificates F1, F2, F3 as follows to be submitted by the Employer with the Commencement Notice:

(F1) Design Certificate (Form of Certificate of Compliance-Design)

(F2) Undertaking by Assigned Certifier (Form of Certificate of Compliance)

this is completed by the Assigned Certifier using the on-line Building Control Management System. A completed project copy should be included as an Appendix in the tender documentation

(F3) Undertaking by Builder (Form of Certificate of Compliance)

this is completed by the appointed Contractor using the on-line Building Control Management System. A blank project copy should be included, for the tendering contractor's information, as an Appendix in the tender documentation

the Assigned Certifier must check to ensure that the appointed Contractor promptly completes the on-line Undertaking by the Contractor, otherwise there will be a delay in submitting a valid Commencement Notice

the fourth (4th) statutory certificate, F4 is co-signed by the Assigned Certifier and Contractor and submitted to the Building Control Authority at the project completion

(F4) The Certificate of Compliance on Completion is signed by both the Assigned Certifier (normally the Architect/Employer's Representative) and Contractor using the on-line Building Control Management System. A blank project copy should be included, for the tendering contractor's information, in the tender documentation or subsequently when the works progresses on site

no works shall commence on site until a valid Commencement Notice, including all the associated uploaded documentation, has been submitted to, and successfully registered by the Building Control Management System

Ancillary certificates & ancillary completion certificates

the Contractor shall co-ordinate the work of all specialist sub-contractors and specialist sub-contractors with design as listed previously above in Section 2.7. to ensure the provision of all test certificates, back-up documentation and confirmation to the relevant Ancillary Certifier for their designated inspections

the Contractor shall co-ordinate the work of the Ancillary Certifiers as identified in Section 2.7 and ensure the Ancillary completion Certificates are promptly provided when requested by the Assigned Certifiers via the Employer's Representative/Architect for all specialist sub-contract works

prior to the issue of the Commencement Notice and subsequently as the works proceed, the Contractor shall co-ordinate the holding and notification of inspections and records with the Assigned Certifier and the Ancillary Certifiers in accordance with the Inspection Notification Framework

Contractors and specialist sub-contractors supervision

the forms of Ancillary Completion Certificate to be used are included in the Tender Documentation or as advised and issued by the RIAI

the Contractor shall ensure that there are at all times on the site sufficiently suitably qualified, experienced and competent staff to supervise all work carried out under the contract

the Contractor is required to submit at tendering stage a Competency Assessment Statement as part of their tender submission, and further assessments for their sub-contractors where appointed during the course of the works. The Assigned Certifier may at any time during the course of the works, request through the Architect/Employer Representative, to inspect and evaluate the competency assessment of all sub-contractor appointments

supervision of the Works shall always be the responsibility of the Contractor and where relevant, their relevant specialist sub-contractor(s)

the Contractor should properly represent the sub-contractors in all matters related to progress, the technical specification for the works and quality of materials and workmanship

the Contractor shall ensure that suitable competent and experienced supervisors shall be provided both on and off the site that shall instruct the Sub-Contractor's tradesmen

the Contractor shall undertake all Works with skill and care in order to produce work fit for its intended purpose and of good quality under the direct supervision of operatives with suitable training, experience and competence. Craftsmen shall undertake work required special skill. The Contractor is not to permit apprentices to work unsupervised

prior to commencing the sub-contract installation, specialist sub-contractors shall attend the necessary pre-installation meetings at the project site to review the materials, installation procedures, co-ordination with other trades, inspection protocols, builders and sub-contractors supervision, and requirements for progress and completion records

these pre-installation meetings shall be organised by the Contractor and where requested by the Employer Representative/Architect, facilitate the inclusion of the CA/ER, Assigned Certifier, specialist sub-Contractor, and manufacturer's representatives, and any on the trade or organisation, etc., that requires co-ordination with the work. The Contractor shall keep records of all such meetings to include attendees and a summary of the main issues. These records shall be made available to the Employer Representative/Architect and Assigned Certifier upon request

Preliminary inspection plan

the Contractor shall organise for and keep signed recording minutes of all sub-contract pre-installation meetings and arrange attendance of the Architect/Employer's Representative, Assigned Certifier, specialist sub-contractors and manufacturer's representatives, etc., all as appropriate and relevant

before the Works start the relevant Sub-Contractors shall notify the Contractor of the names of his appointed supervisors who shall then confirm them in writing to the Employer's Representative/Architect. No work of the sub-contractor shall be carried out unless one of the appointed supervisors is present and available to supervise and record the particular work activity at the place where the works is physically being carried out

all work shall be carried out in accordance with the terms and requirements of the Works Requirements and approved submissions and samples

the Architect/Employer's Representative and/or Assigned Certifier shall, if required, make random and/or periodic visits to suppliers' premises to ensure that standards of manufacture and quality control are to their satisfaction

the Preliminary Inspection Plan is a statutory document prepared by the Assigned Certifier that has to be submitted to the Building Control Authority by the Employer with the Commencement Notice a minimum of two (2) weeks and a maximum of four (4) weeks in advance of the commencement of the works. At project completion the Inspection Plan as implemented is submitted to the Building Control Authority

it is the responsibility of the Contractor to employ competent persons to supervise the Works. The Preliminary Inspection Plan shall not in any way diminish the duty of the Contractor to properly supervise, and any defective works, whether identified during or after the contract period remains the sole responsibility of the Contractor to remedy and rectify

the Contractor shall include with his tender submission a Method Statement and his own Preliminary Inspection Plan indicating his own inspection and supervision regime and agree this before commencing with the Architect/Employer's Representative. A copy of the Contractor's Preliminary Inspection Plan is to be submitted with the tender submission

the Contractor shall submit a method statement at tender, for works under their control and remit, including the works of their sub-contractors. The method statement shall include their own Preliminary Inspection Plan which will indicate their own inspection and supervision regime. This will form part of the inspection regime such that the Certificate of Compliance on Completion may be signed by both the Contractor and Assigned Certifier

the Assigned Certifier and Employer's Representative/Architect shall not be under a duty to approve the Contractor's supervision of his work, and shall solely rely on his certification of same

Inspection notification framework

the Inspection Notification Framework identifies in detail and by trade/stage and critical milestone what the Assigned Certifier, Contractor and Ancillary Certifiers (e.g. designers, specialist sub-contractors, suppliers with or without design) are required to inspect, when they are to inspect, and if records are required. This will be updated, altered and amended, as the Works proceed

the Contractor shall have regard to the Inspection Notification Framework issued at tender with respect to programming of the Works

the co-ordination and interface of the Inspection Notification Framework with the contractor's programme shall be the responsibility by the Contractor and forms part of the tender

a copy of the Inspection Notification Framework is included in the tender documents/Works Requirements, etc. The tenderers are to include for all costs associated with carrying out/co-ordinating inspections, issuing of certificates and maintaining records for those elements of the works identified in the Inspection Schedule for which the Builder is responsible

the Contractors are to include for all costs associated with the Inspection and Notification Framework within their tender submission

the Contractor shall co-ordinate the inspections and provision of records of the Ancillary Certifiers for which they are responsible in accordance with the inspection protocols and notifications set out in this document

the Contractors shall at tender submit an associated method statement identifying on a preliminary basis how the Inspection Notification Framework and the Inspection Protocols will be achieved and to specifically and adequately identify all Project Specific Identified Risk Elements and Test Requirements, etc.

all project specific testing requirements or particular inspection, documentation and record requirements are to be integrated and discussed with the Assigned Certifier and/or as referenced to in the Inspection Notification Framework Guidance Note

Inspection protocols

the inspection requirements set out in the Assigned Certifiers, Architect and/or Employer's Representatives documentation do not in any way relieve, replace or reduce the Contractor's duty to adequately and properly supervise the Works

Coordination of tests, inspection & records

in advance of the submission of the Commencement Notice, the appointed Builder shall meet the Contract Administrator/Employer Representative and the Assigned Certifier, and co-ordinate and update both the Preliminary Inspection Plan and the Inspection Notification Framework, with the builder's own tender preliminary inspection Plan and construction programme

the Preliminary Inspection Plan shall be revised following this meeting showing the agreed notification, and inspection milestones. The revised Preliminary Inspection Plan shall be included with the Commencement Notice documentation to be submitted by the Assigned Certifier and Builder to the on-line Building Control Management System

the updated and revised Inspection Notification Framework shall be based on the preliminary inspection plan and will also be subject to continuing review and change as the works progress. Changing risk profile identified by the inspection regime may give rise to further changes in the Inspection Notifications Framework

the Builder shall program and ensure that all elements identified in the Preliminary Inspection Plan, as being available for inspection as per the Inspection Notification Framework are a) sufficiently complete, b) not concealed and c) are safely accessible

the Builder shall facilitate random inspections by the Assigned Certifier or Ancillary Certifiers as if such inspections were identified in the Preliminary Inspection Plans and the Inspection Notification Framework

the Builder shall provide to the Contract Administrator/Employer Representative and the Assigned Certifier in a timely manner all certificates and tests for materials, products and assemblies as required by the Inspection Notification Framework

the Builder shall provide to the Contract Administrator/Employer Representative and the Assigned Certifier in a timely manner all certificates and tests for materials, products and assemblies as required by the Inspection Notification Framework and the tender documents

the Contract Administrator/Employer Representative shall without delay notify the Builder of any area of non-compliance identified by the Assigned Certifier

the appointed Contractor shall periodically meet, co-ordinate and update the Inspection Notification Framework and Preliminary Inspection Plan with their construction programme

the Preliminary Inspection Plan must in particular be updated to show the agreed inspection milestones

All elements identified in the Inspection Notification Framework must be made available for inspection at each milestone including, but not exclusively those considered:

complete

not concealed

safely accessible

the Contractor shall facilitate random inspections by the Assigned Certifier or Ancillary Certifiers as if such inspections were identified in the Inspection Notification Framework

the Contractors are to provide in a timely manner all certificates and tests for materials, products and assemblies

Advance notice and time for inspections

due consideration shall be given by the Contractor for inspection notices. No claims for extension of time or financial claims shall be considered for delays arising out of inspection or re-inspection requirements

the Contractor shall ensure advance notifications are issued with respect to works to be inspected that are identified in the Inspection schedule. The minimum advance notice required for inspection of items of works is a minimum of five (5) working days

Re-inspection / follow up inspections

the minimum notice required for re-inspection of items of works not complete or requiring remedial works shall be a minimum of three (3) working days

the Assigned Certifier shall without delay notify the Contractor through the Architect/Employer's Representative of any incomplete work at a given milestone identified in the Inspection Notification Framework and the Contractor shall be solely responsible therefor and all consequential issues arising and avoid any issues in the chain of communication leading to delays

the Contractor shall diligently ensure that any incomplete areas of given milestones are completed and that such works are kept available for inspection again, or until a record of completion is furnished, as may be required by the Assigned Certifier

non conformance of the materials and workmanship, with the tender drawings, specifications and work requirements shall be dealt with as set out in the conditions of contract

the builder shall note that missed inspections, for whatever reason, will ultimately be recorded as incomplete/missed inspections on the completed Preliminary Inspection Plan that is registered with the Building Control Authority at completion

the Contractor shall diligently ensure that any areas of non-compliance are rectified and that such works are kept available for inspection again, or until a record of rectification is furnished, as may be required by the Assigned Certifier

the Contractor shall ensure all tests and certificate or materials, components and assemblies listed in the Inspection Notification Framework are undertaken in a timely way. Any test failure shall immediately be made known to the Architect/Employer's Representative and Assigned Certifier., the materials/works in question shall be replaced/rectified and re-tested undertaken prior to proceeding with subsequent work

it is the complete responsibility of the Contractor to co-ordinate and supervise the Works and no claim for delay or financial cost shall arise from the tender requirement to re-inspect incomplete or unacceptable work

Non-conformance

The Contractor is to ensure the following as a minimum requirement to avoid non-conformance with inspection protocols, etc.:

materials & Workmanship are in accordance with the contract clauses and tender works requirements

contract/Works Requirements are in accordance with the contract clauses and tender requirements

missed inspections are to be recorded on the completed Preliminary Inspection Plan and registered with Building Control

non-conformance of the materials and workmanship, with the tender drawings, specifications, and Works Requirements shall be dealt with as set out in the conditions of contract

the Contractor shall note that missed inspections, for whatever reason, will ultimately be recorded as incomplete/missed inspections on the completed Preliminary Inspection Plan that is registered with the Building Control Authority at completion

Construction progress records keeping

the Contractor shall maintain progress and inspection records prepared by him; and the Ancillary Certificates as listed for the duration of the Works until completion in accordance with the Method Statement submitted at tender as set out in the requirement documents. The inspection records shall at all times be up to date and available for review on site

the Contractor shall include in their submitted tender costs for the provision of progress records as the works proceed. These requirements include, inter alia, a complete and comprehensive method of recording in hard and soft copies

Progress records as the works proceed shall be provided by the Contractor by the following means:

- contractor to submit methodology as part of the tender submittal requirements

- digital photographic progress records

- video via VC

- video via mobile phone

- other as identified by the Assigned Certifier

the Contractor must promptly provide a copy to the Assigned Certifier of all progress records and inspection records prepared by them and the Ancillary Certifiers when and if instructed to do so by the Employer's

Representative/Architect

at completion the Contractor shall issue the Assigned Certifier with a digital soft and hard copy of all records when and if instructed to do so by the Employer's Representative/Architect, i.e., the records prepared by the Builder and the Ancillary Certifiers to the Assigned Certifier for their records

the Contractor shall also retain in his own central head office all records prepared by themselves and the Ancillary Certifiers for a minimum period of six (6) years after the issuance of the Final Certificate under the contract

one (1) hardcopy and one (1) soft copy of all records relevant to the Inspection Plan as implemented shall be issued within a maximum of five (5) days in advance of the nominated completion date

if in soft copy copy format, these final records shall be provided by the Contractor in the following format as advised by the Assigned Certifier:

- CD

- web/Cloud based depository

- co-ordinated with the Safety File

- other

the records kept by the Contractor should include evidence of the successful execution of the Contractors method statement on supervision including tests, reports, check sheets, photographs, records, drawings, dimensional sketches, correspondence and memorandums, etc. All evidence shall be catalogued and indexed by location and date

acceptance of such records shall not constitute approval or imply that their content has been examined or verified by the Architect/Employer's Representative and/or Assigned Certifier or others

Tender submittal requirements

the Contractors shall submit the following documentation as part of their tender submission and failure to do so may invalidate the tender entirely at the unilateral discretion of the Employer and/or Employer Representative/Architect

Contractors Competence Assessment certifying the following information (if in soft copy format, these final records shall be provided by the Contractor in the following format as advised by the Assigned Certifier):

- CD

- web/Cloud based depository

- co-ordinated with the Safety File

- other

- Sub-Contractor/Specialist Competence (Ancillary Certifiers) Assessment

Contractors Method Statement, setting out at least the following:

- evidence of member of the new Construction Industry Register Ireland (CIRI)

- relevant experience over the last 3 years

- evidence of working knowledge of BC(A)

- details of any enforcement or non-compliance with Building Control over the last 5 years

- Contractor's CV's and experience of management and site supervisors

- details of Contractor's QA system for quality of workmanship

- details of QA system used by the Contractors Estimating Department for the selection of competent and experienced specialists and sub-contractors when procuring such specialists and sub-contractors, prior to tender, and during the course of the works

- details of QA System for record keeping including technology use

- relevant Insurances

- how the Builder proposes to supervise the Works

method of validation of compliance of the works for which the Builder is responsible
method for recording and supervising concealed works
method of provision of progress records co-ordinated with the Inspection Notification Framework and the Contractors Programme
proposed technology/method for recording the progress of the works
proposed technology/method for recording Builder and Ancillary Certifier (Section 2.7) site inspections
Draft Builder's Preliminary Inspection Plan showing
how the inspection identified in the Inspection Notification Framework issued at tender shall be facilitated by the Builder during the course of the works
how documentation and Ancillary Completion Certificates for which the Builder is required to provide under this tender, shall be provided in advance of the nominated date for completion
Completion protocol
Contractors shall note the Substantial Completion for this contract is contingent upon the successful registration of the works on the Building Control Management System; in addition the Contractors should note that:

this project shall require a Prior Notification of Completion to be submitted to the Building Control Authority in advance of completion
the Contractor shall provide a maximum six (6) weeks in advance of the nominated completion date all completed and/or 'prospective' documentation and confirmation for which the Contractor is responsible for, to the Assigned Certifier through the Employer's Representative/Architect, to enable the Certificate of Compliance on Completion to be registered with the Building Contract Authority in accordance with Clause 20 F(8) of SI 9:2014. The Assigned Certifier and the Contractor shall co-sign the required appropriate Completion Certificate supported by all the Ancillary Design Certificates from other members of the Design Team and the Ancillary Completion Certificates for Specialist Sub-Contractors for which the Completion Certificate is relying on

The Contractor shall assist and facilitate the Assigned Certifier to then lodge/upload the following onto the Building Control Authority system:

- a) the signed Completion Certificate, and
- b) a schedule of the Ancillary Design Certificate and Ancillary Completion Certificates from other members of the design and construction team, and
- c) outline plans, specifications and particulars for any amendments from those submitted at commencement or during the course of the works, and
- d) the Inspection Plan as implemented by the Assigned Certifier during the course of the works

the Assigned Certifier and Contractor shall then lodge/upload the documentation onto the Building Control Authority system

notwithstanding any statutory duty to retain same, in advance of project completion, the Contractor shall issue to the Assigned Certifier a copy of all inspection records retained by during the course of the project and in addition complying with any other project specific requirements for reconciling and retaining methods for such documents

the Contractor is also referred to previous Sections of this General Conditions & Preliminaries document for the project specific requirements for records, and method for retaining records, etc.

BC(A)R & Brexit

All manufacturers and suppliers must hold certificates under the responsibility of an EU-27 'notified body' (that is, a 'notified body' registered in one of the 27 EU countries after the UK leaves the EU).

CONTRACTORS SPECIFIC REQUIREMENTS IN RESPECT OF BC(A)R & BREXIT

Certificates under the responsibility of an EU-27 'notified body'

All manufacturers and suppliers must hold certificates under the responsibility of an EU-27 'notified body' (that is, a 'notified body' registered in one of the 27 EU countries after the UK leaves the EU).

generally

CONTRACTORS SPECIFIC REQUIREMENTS IN RESPECT OF COVID-19

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 Safely 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

Tenders submitted must include for the following;

all Covid 19 measures outlined in Volume A Works Requirements

The Contractor shall comply in full with relevant legislation and regulations made thereunder, Government published guidance and Public Health Measures related to the COVID-19 pandemic and current at the Designated Date for the project. 'Government published guidance' shall include relevant material published by its agencies and in particular the Health and Safety Authority and the Health Services Executive. The Contractor is advised to take into account the Construction Industry Federation's Standard Operating Procedures issued with respect to the COVID-19 Pandemic. The Designated Date shall be the date 10 days before the last day for receipt of the Contractor's tender for the Works. 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 ER, Employer's Personnel and third parties visiting the site.

site infrastructure and welfare facilities, including but not limited to toilets; canteens; isolation spaces; access, egress and circulation routes that meet the standards set out in the Protocol
cleaning to the standard required in the Protocol
covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol
covid-19 PPE where necessary to meet the requirements of the Protocol
social distancing and all necessary programming of on site activities to meet the requirements of the Protocol

provision of sufficient information technology to facilitate remote meetings, site inspections and the like necessary to minimise risk to all stakeholders
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
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
contractor's Safety Statement, risk assessments and method statements to comply with all Covid-19 Requirements

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

should there be a reason to impose greater restrictions on movement to combat any significant increases in the spread of the virus to the extent that construction activities cease in the manner imposed between 28 March 2020 and 18 May 2020, the contractor is entitled to an extension of time in accordance with the form of tender and schedule, part 1K (15) but no financial recompense. The ex gratia payments, introduced to cover the period from 12 April 2020 to 18 May 2020, will not be made available again.

where the project involves 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

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 Restrictions) (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 for 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

TESTING / SURVEYS / SAMPLING

Testing / Surveys

Testing as required and included in Design Team Documents, Specifications and drawings generally

Warranties and Guarantees; as required and included in Design Teams Documents, Specifications and drawings

contractor to include for providing all warranties and guarantees as required by the various specification documents at completion of the project

Samples

Contractor must provide samples of the following for Approval prior to order / commencement of the works:

Timber repairs; rafter end splice 1nr

new slating; 5m2

refixing existing slating; 5m2

Any other samples outlined in the works requirements

(07) INSURANCES

CONTRACTORS INSURANCES

Generally

Provide for the following

take out and maintain Public Liability and Employers Liability Insurance against injury to persons and property as required by the Conditions of Contract

take out and maintain All Risks Insurances in the joint names of the Employer and Contractor for the full value as required by the Conditions of Contract and as outlined in the Tender & Schedule

Provide for all costs in respect of all work people for

insurance under Workmen's Compensation, Employer's Liability, Pay Related Social Insurance, Unemployment, Widows and Orphans Pensions and Fatal Accidents Acts and other Statutory Acts in force affecting the works at the date of tender

compliance with Sectoral Employment Orders

pensions

annual and public holidays

industrial training levies

travelling time, expenses, fares and transport

payment of clerical work (including bereavement leave and check off)

guaranteed time

redundancy and sick pay scheme

pay related benefit scheme

non-productive time and other expenses in connection with overtime

incentive and bonus payments