



Volume A1 – Project Particulars

for

Sports Facility Development
at Scariff Community College, Scariff, Co. Clare

for

Limerick & Clare Education & Training Board

May 2026

PROJECT PARTICULARS - VOLUME A.1
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PROJECT PARTICULARS

PRELIMINARIES

PROJECT TITLE

PROJECT TITLE: Sports Facility Development at Scariff Community College, Scariff, Co. Clare for Limerick & Clare Education & Training Board.

PARTIES AND CONSULTANTS

EMPLOYER: Limerick & Clare Education & Training Board
Station Road
Ennis
Co. Clare

EMPLOYERS McKenna Engineers
REPRESENTATIVE: Bank Place
Miltown Malbay
Co. Clare

CONSULTING McKenna Engineers
STRUCTURAL Bank Place
ENGINEER: Miltown Malbay
Co. Clare

QUANTITY Carraig Consultancy
SURVEYOR: Unit 1, E-Town
Miltown Malbay
Co. Clare

PROJECT McKenna Engineers
SUPERVISOR Bank Place
DESIGN Miltown Malbay
PROCESS: Co. Clare

DESCRIPTION OF WORKS

The work covered by the Works Requirements and Pricing Document comprises of a Sports Facility Development at Scariff Community College, Scariff, Co. Clare for Limerick & Clare Education & Training Board. The proposed works include a astroturf pitch with associated fencing and goal ball stop netting; track installations and flood lighting installations. The school shall remain operational throughout the works. Contractor shall programme and execute the works to ensure safe separation of construction activities from students, staff and visitors at all times. The Contractor shall co-operate with school management regarding examinations, school events and term dates. There will be space constraints on access egress routes for materials. The Contractor must confine work operations within the areas in the immediate vicinity of the works being executed at any time. Refer to the works requirements for the nature and extent of the Works.

ACCESS TO AND POSSESSION OR USE OF SITE

The site is located at Scariff Community College, Scariff, Co. Clare.

- A The site must not be used for any purpose other than carrying out the works. All works will be carried out within the site area shown outlined in red on Drg No. CE/001. Care to be taken to ensure school properties are not affected by the works. School properties are to be protected at all times, exposed party walls to be adequately propped and protected for the duration of the works.
- B The Contractor's working space shall consist of the areas shown on the Drawings. The Contractor shall be required to restore, at his own expense any areas outside the site area disturbed by him.
- C PARKING shall be strictly controlled and the contractor must ensure that all vehicles belonging to his own staff and those of specialists are either parked within approved areas designated off site by agreement in accordance with the PSCS Health & Safety Plan.
- D School and public roads and footpaths may not be used for the parking of vehicles, storage of materials, location of plant or temporary accommodation. These areas shall be maintained in a clean condition with unrestricted access for the public at all times.
- E ALL DELIVERIES shall be made via the approved access point. All deliveries and waste removal are to be escorted by contractors' personnel to ensure safe-passage and are not to block school / public / private roadways / footpaths.
- F The Contractor shall prepare and implement a School Safety Management Plan addressing segregation of pupils from construction activities, deliveries, plant movements, emergency procedures, examination periods, school opening and closing times and out-of-hours working. The plan shall be agreed with the Employer's Representative and School Management prior to commencement.
- G All necessary measures shall be taken by the Contractor to prevent the spillage or deposit of clay, rubble or other debris on adjoining roads during the course of the works. The Contractor shall ensure that all construction operations are carried out in a manner such that air emissions, dust, odour, litter or other waste/debris do not result in significant impairment of, or significant interference with, amenities and environment beyond the site boundary.
- H Allow for protecting, upholding and weathering, providing any additional temporary supports, deemed necessary for the support of all items associated with the works including perimeter site hoardings, site gateways, site signage, ramp and earthwork supports on site, structures, footpaths, roadways, underground and overground services, maintain, alter, shift and adapt same from time to time as necessary, remove on completion and make good areas.
- J Tenderers are advised to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford, the general convenience of working, the nature, character, dimensions, levels and other features of the site, all existing adjacent buildings, footpaths, driveways and all other things insofar as they may have any connection with or affect the full and proper execution of the Works. They will be deemed to have taken all the above matters into account when pricing and no claim for any payment will be allowed in consequence of the Contractor's failure to do this.

- A The Contractor shall be deemed to have made a thorough examination of the Works Requirements, Pricing Document and Additional Information and all features thereof, connected with the gas, water, sewage, electricity and telephone/cablelink authorities with regard to existing mains, services/drains on site and shall be deemed to have full knowledge of these facts when preparing his tender.
- B Allow for temporary protection, watching and lighting to the site and school buildings, public roads and footpaths.
- C On taking possession of the site, allow for providing a dilapidation survey and a photographic and video condition survey of the existing adjacent buildings, site access roadway, boundaries and footpaths, in association with the Employers Representative. Upon Substantial Completion of the Works the contractor will be required to reinstate the roadway and footpaths to their original pre-construction condition, unless otherwise advised.
- D WORKING AREA for the Contractor will be confined to the areas identified on Drawings.
- E As the works are located within an operational school campus, consideration will need to be given to minimising disruption in the form of dust, noise, and vibration. Contractor shall control noise, dust and vibration in accordance with current legislation and any planning conditions. Monitoring only where directed by the Employer's Representative.
- F CONTRACTORS COMPOUND: The Contractor shall be deemed to have allowed for compound, welfare facilities and storage locations as may be necessary for efficient execution of the Works across both sites. The Contractors temporary compound, storage area and car park are to be located in locations to be agreed with the Employers Representative, maintain and reinstate area on substantial completion of the Works. Allow for temporary access, hardstanding, fencing and hoarding; maintain, alter and adapt as necessary and remove on substantial completion of the Works.
- G SITE HOARDING: Temporary Heras fencing and lockable access gates to perimeter of work areas. Ensure integrity of fencing from unauthorised access, in particular from access by children. Maintain, alter and adapt as necessary and remove on substantial completion of the Works.
- H Proper pedestrian and traffic flow signage to be provided.
- J Should the contractor wish to incorporate additional coloured banding, signage or such like he shall do so at his own expense and only at the Employers Representatives permission.

A EXISTING SERVICES: the contractor shall, as far as possible, ascertain for himself the positions of underground and overground services and shall take all precautions for their protection. The Contractor shall make good any damage to drains, sewers, mains, cables, or other property caused by his operations. All existing pipes, water pipes, electric cables, sewers, drains and other services which do not in the opinion of the Employers Representative require to be changed in location shall be carefully supported and protected from damage by the Contractor, and in the case of such damage shall be restored by him to as good condition as that in which they are found. The existing services to the site are to be maintained in operation at all times during the Works.

B TEMPORARY UTILITIES: The main contractor to pay all costs (connection fees, road opening licences, connections, standing charges, bills, disconnection, reinstatement) and comply with all requirements for temporary utilities required on site, (water, electricity, telecommunications etc). The Contractor's attention is drawn to the payment of temporary utilities consumed during the works. The Contractor shall be permitted to connect into existing utility services subject to each utility being metered individually and the metering system proposed being approved in writing by the Employer's Representative in consultation with the Building Services Engineer. The metering system, connections, etc. proposed must also be in accordance with all current regulations, legislation and Health and Safety requirements. The meter reading for the appropriate utility should be jointly read, recorded and agreed by the Contractor and the Employer not later than 10-days before an application for payment by the Main Contractor. The amount due from the Contractor to the Client (on presentation of Invoice by the Employer) should be the number of units consumed in the billing period multiplied by the full cost per unit of the particular utility including VAT to be paid within 30-days.

WORKS REQUIREMENTS

C DRAWINGS: drawings and other documents from which the Pricing Document has been prepared are as included in Volume A which form part of Volume A Work Requirements, and Additional Information as Appendix 3 of the Instructions to Tenderers.

D One hard copy of the complete tender package will be available for inspection during office hours at the Employers Representatives office. This hard copy will be deemed to be the official set of tender documents. Viewing of the documents will be by prior appointment only (to retain confidentiality of tendering).

E Tender documents issued electronically via eTenders. The onus rests with the Tenderer to check the completeness of the documents downloaded. Where such downloads or hard format documents are incomplete or illegible, the Tenderer must notify the Employer via e-tenders immediately.

PRICING

F The Pricing Document, fully priced in ink, as are the rates, extensions and totalled to two decimals and without qualification or amendment must be submitted at the time of tendering. Tender sums, as well as rates tendered throughout this Bill of Quantities shall be in Euro

- A Should any item herein be left unpriced, it shall be held to be included in the prices given for other items of the work.
- B The tenderer's costs and charges are to be spread over the items in the Pricing Document in a balanced manner so that the rate or price for each item fairly represents the costs and charges for the work etc. described therein.
- C No tenderer will be remunerated for any trouble or expense incurred in the preparation of his tender
- D Alterations and qualifications to the Pricing Document must not be made without the written consent of the Quantity Surveyor. Tenders containing such alterations or qualifications may be rejected.
- E A fully detailed breakdown of the pricing of preliminaries must be provided on request of the Quantity Surveyor. If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown against the items.
- F Contractors submitting a tender shall be deemed to have given their permission for the Form of Tender and Pricing Document tendered to be opened by the Employer, Employers Representative and/or Quantity Surveyor and examined - irrespective of whether their tender is lowest. Tenders shall remain open for acceptance for the period as stated in the form of tender following the date of tender lodgement. This period for acceptance may be extended with the agreement of the Contractor.
- G The Employer is not bound to accept the lowest or any tender.
- H The Price, excluding the amount of Labour, Plant and Non-Adjustable Overheads, shall be subject to adjustment for price fluctuations only in the circumstances set out in contract clause 18.
- J The permitted increase threshold is 5%.

STATUTORY REQUIREMENTS

Allow for compliance with statutory requirements and obligations concerning:

- taxation, refer to the Revenue Commissioners (www.revenue.ie).
- environmental protection, refer to the Environmental Protection Agency (www.epa.ie)
- employment protection and working conditions from the Workplace Relations Commission (www.workplacerelations.ie)
- Planning Regulations.
- Where applicable, registration under the statutory Register of Builders or equivalent competency requirements.
- Building Control Activity Register (www.gov.ie)

Allow for compliance with applicable Employment Standards including:

- National Minimum Wage Act 2000.
- Sectoral Employment Orders (SEO).
- Construction Sector SEO 2024.
- Payment of Wages.
- Employment Contracts.
- Workplace Relations Commission.

Allow for compliance with applicable Building Regulations including:

- Building Control Acts (1990 to 2014).
- Building Control Regulations.
- Building Control Authorities.
- Compliance Certificates.
- Design and Construction.

Allow for compliance with applicable Health and Safety requirements including:

- Safety, Health and Welfare at Work (Construction) Regulations 2013-2023.
- Duties of Clients, Project Supervisors, Designers, and Contractors.
- Site Welfare Facilities.
- Safe Work Practices.
- Training and Competency.
- Risk Assessments and Safety Plans.
- Use of Protective Equipment.
- Excavation Safety.

DATA PROTECTION

- A Allow for compliance with 'Data Protection Laws' and all applicable data protection law including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law. Personal data shall have the meaning set out in the General Data Protection Regulation in respect of any such personal data processed on behalf of the Employer.

GREEN PUBLIC PROCUREMENT

- B Allow for implementing Green Public Procurement tool as developed by the OGP, refer to: <https://gpvr criteria.gov.ie/>, to assist in developing criteria.

TAX CLEARANCE CERTIFICATE

- C It is a condition precedent to the award of the contract that the successful tenderer for the contract must comply with the current Tax Clearance Procedures, (available at www.finance.gov.ie). In most circumstances, for tenderers resident in the State, this means that the successful tenderer must have a current Tax Clearance Certificate.

FREEDOM OF INFORMATION ACT

- D Information in relation to this tender may be made available on demand in accordance with the Freedom of Information Act.
- E You are asked to consider if any of the information supplied by you should not be disclosed because of its sensitivity. If this is the case, when providing the information you should identify same and specify the reasons for its sensitivity. The Employer will consult with you about sensitive information should it become the subject of a Freedom of Information request.

LABOUR

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

B The Contractor must make due allowance in his Programme for a weather event and in particular to allow for providing the resources necessary to obviate any delay arising.

IMPLEMENTATION OF SI.9 2014

C The Contractor shall carry out the works in accordance with the contract documents and comply with all statutory requirements including inter alia The Building Control Act, The Building Control Regulations, The Building Regulations, The Safety, Health and Welfare at work (Construction) Regulations and The Construction Products Regulations.

INSURANCES

D From the date the Employer allows the Contractor to occupy and use the Site, the Contractor must insure the Works and goods and materials for the Works against loss and damage. The Employer must be named as an insured. The insurance must be for the full reinstatement value of the property insured, including cost of demolition, removal of debris, delivery, Employers professional fees, profit, and inflation during the construction and reinstatement periods. The sum insured for professional fees must be at least 15% of the Price. The Contractor must maintain this insurance until the Employers Representative certifies the date that the Works were substantially complete, and must extend the insurance to cover loss and damage at the Contractors risk until the Defects Certificate is issued.

E The insurance required by the Contract (the Insurance) shall be placed with reputable insurers approved by the Employer.

F Provide with an approved insurance company Public Liability Insurance, from the Starting Date until the date the Defects Certificate is issued, for a minimum of €6,500,000.00 in respect of any one event and unlimited for any one period of insurance. (Maximum excess to be the greater of 1% of project value or 0.5% of contractors turnover).

G Provide with an approved insurance company Employers Liability Insurance, from the Starting Date until the date the Defects Certificate is issued, for a minimum of €13,000,000.00 in respect of any one event and unlimited for any one period of insurance. (Maximum excess to be the greater of 1% of project value or 0.5% of contractors turnover).

A Provide for insuring against All Risks with a company to be approved by the Employers Representative in the joint names of the Employer and the Contractor, the whole of the works included in this Contract to their value as the work proceeds. (Maximum excess to be the greater of 1% of project value or 0.5% of contractors turnover).

B Provide All Risks policy schedule and all policy endorsements covering material damage to the Works including confirmation that the Employer has been noted as a Joint Insured and a Non-Vitiation clause and provide complete Combined Liability policy schedule and all policy endorsements including confirmation that the Employer has been noted as an Additional Insured and a Non-Vitiation clause under the Public / Products / Pollution Liability section.

SHORT PUBLIC WORKS CONTRACT

Form of Agreement and Conditions of Contract shall be the Short Public Works Contract, Document Reference PW-CF6 v.1.15. The following Clauses in the above mentioned conditions shall apply to this Contract and the Tenderer shall enter in the money column whatever payments he may require to comply with these clauses (except where otherwise instructed).

Allow for the obligations, liabilities and services described therein against the headings set out below:

- C 1. The Contract.
- D 2. The Site, starting and completing the Works.
- E 3. The Works.
- F 4. The Price and Payment.
- G 5. Representation and Communications.
- H 6. Contractor's Personnel.
- J 7. Pay and conditions of employment of works persons.
- K 8. Loss of and damage to the Works.
- L 9. Indemnity for claims and damage.
- M 10. Insurance.
- N 11. Property.
- P 12. Termination.
- Q 13. Ethics in Public Office.
- R 14. Project Supervisor for the Construction Stage.
- S 15. Law, jurisdiction and disputes.

A 16. Covid-19 Mandatory Closeur.

B 17. Limit on Liability.

C 18. Price Variation.

Schedule to Contract

D The completed Schedule to the Contract is included with the Form of Tender.

Contract Model Forms

The following Contract Model Forms are applicable to the contract:

E Appointment of Project Supervisor

F Rates of Pay and Conditions of Employment Certificate

G The above documents, (Form of Contract and Model Forms), are available at www.constructionprocurement.gov.ie. Where 2 or more versions of any of the above documents are posted on the above web-site during the tender period, the applicable version is the version on the above web-site 10 days prior to the latest date for receipt of tenders.

H Nothing in the Specifications or Pricing Document shall override, modify or affect in any way whatsoever, the application or interpretation of the clauses contained in the Conditions of Contract.

CONTRACTORS LIABILITY

J Subject to contract clause 17.2, the monetary amount of the Contractors liability to the Employer under or arising out of this Contract shall not exceed the amount stated in the Schedule, or, where there is no amount stated, an amount equal to the Price (the 'Liability Cap').

K Allow for any costs arising from the works outside the curtilage of the site.

L The insurances clauses are listed in the Contract and the Schedule.

M The Contractor shall provide for the efficient protection of the public the employers officers servants and visitors and property and all other persons occupying or using the site.

N The Contractor is to take all reasonable precautions to minimise nuisance to the occupants/users of adjoining properties and the general public and to include for complying with all statutory regulations in this regard. The Contractor shall be responsible for negotiation as may be required with the Local Authority or adjoining owners for any encroachment necessary for carrying out any work outside the site boundaries.

OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER

- A 01 Materials excavated from the site shall, unless expressly stated otherwise in the tender documents, be removed from the site and disposed of at a tip to be provided by the Contractor.
- B 02 All articles of value and/or of antiquarian or archaeological interest which may be found in the excavations or on the property of the Employer shall be handed over to the Employers Representative.
- C 03 Normal working hours shall be agreed with the School Management and Employers Representative. Any out-of-hours, weekend or holiday working shall require prior written approval.
- D 04 Permit the Employer and his representatives who are compliant with Health & Safety Regulations access to the site at all times.
- E 05 Prevent trespass on adjoining property.

WORK BY PUBLIC BODIES

F Work by Statutory Authorities, Public Undertakings or Public or Private Utility Providers are so described and an indication of their scale is given. Allow for facilitating the works of all firms or Authorities to be employed on site during the progress of the contract.

VAT

G Value Added Tax to be in accordance with the Conditions of Contract and clauses referred to therein.

H When submitting detailed progress statements as required under the Conditions of Contract and when submitting details for settlement of the Final Account, the Contractor shall show separately the value of any items, including any such included in sub-contractors accounts, upon which Value Added Tax is chargeable at a rate different from that applicable to building contracts. In the case of "fittings" as defined by the Revenue Commissioners such values shall be the cost of supply and delivery only. When claiming payment from the Employer on foot of any interim or final certificate which includes the value of items chargeable at a rate different from that applicable to building contracts the Contractor shall raise a separate Invoice covering each different rate of Value Added Tax applicable. The Revenue Commissioners have stated that failure to raise Invoices in this way will render the total Final Account liable to Value Added Tax at the highest rate involved. The Employer will not be liable to pay the Contractor for any excess tax becoming payable as a result of failure to comply with this provision which is in accordance with the Regulations of the Revenue Commissioners.

FEES PAYABLE TO UTILITIES

A At Contract Commencement Stage the Contractor will establish from the Utility Companies on or adjacent to the site the extent and nature of the services to be provided by them and to agree a timetable for the installation of the services. The contractor will provide unrestricted access to the site.

B The contractor will be responsible for the payment of non refundable costs, to the Utility for the floodlighting installations. The Contractor is responsible for obtaining quotations from the Utilities Companies and submitting payment to the relevant authorities.

PROVISION, USE AND INTERPRETATION OF DOCUMENTS

C DIMENSIONS: do not scale from drawings. Obtain from Employers Representative any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.

D METHOD OF MEASUREMENT: The Bill of Quantities is based on the Agreed Rules of Measurement (ARM4) agreed between the Construction Industry Federation; and the Society of Chartered Surveyors in the Republic of Ireland; any significant departures are referred to as they arise. The Bill of Quantities is prepared and measurements are made in accordance with the Department of Finance approved list of amendments to ARM4 when the rules are being used on the Public Works Contracts.

E Where works are described as 'OUTSIDE THE SITE BOUNDARY' the contractor should note that theses works are NOT measured as extra over works and the contactor should allow for this in his rates.

F ORDERING OF MATERIALS: do not use the measured quantities for ordering of materials and products.

G TECHNICAL LITERATURE: Maintain access to records of current manufacturers' literature and relevant standards.

H MAINTENANCE INSTRUCTIONS AND GUARANTEES provided by product and equipment manufacturers to be handed over to the Employers Representative on or before substantial completion.

J CONTRACTORS DESIGN AND PRODUCTION INFORMATION: The Contractor will be required to provide design and production drawings and other information.

K Make reasonable allowance for the time taken in completing such information, checking, inspection by the Employers Representative, and for any subsequent amendment(s), re-submission(s) and re-inspection(s).

L Ensure that any necessary amendments to the information are made in accordance with any comments of the Employers Representative, and re-submit unless the Employers Representative so confirms that this is not necessary.

M If submitted information differs from the Sub-Contract Documents, each such difference must be the subject of a request of substitution or variation.

- A Should any amendment required by the Employers Representative be considered to involve a variation, notify the Employers Representative without delay and do not proceed until subsequently instructed. Claims for the extra cost of such work will be dealt with in accordance with the conditions of contract
- B Obtain final version of all information and submit to the Employers Representative the number of copies required by him. Distribute additional copies of all affected Sub-Contractors and Suppliers, retain copies for your own use and keep at least one copy on site. Ensure that the work is carried out in accordance with the final version.

GENERAL DEFINITIONS AND INTERPRETATIONS

- DEFINITIONS: terms used in the Bill of Quantities shall be defined as follows:
- IS : Irish Standard
- BS : British Standard
- CP : Irish/British Standard
Code of Practice
- FOC : Fire Officers Committee
- ARM : Agreed Rules of
Measurement
- Allow : The cost of the Item is
at the risk of the
Contractor
- Instructions : Means the instructions in
writing of the Employers Representative
unless stated otherwise.
- IIRS/BSI : The published documents
latest edition of IIRS
(Eolas)/BSI documents
current at the date of
tender will apply unless
stated otherwise.
- Manufacturers Means the manufacturers
- C Recommendations: recommendations or instructions, printed or in writing and
current at the date of tender.
- D CURRENT STANDARDS : The latest relevant published version of Irish, British or EN,
or other National Standards or Codes of Practice at the date of tender. If a
Standard is superseded subsequent to the invitation to tender, the version current
at the date of invitation to tender shall apply.
- E IN WRITING: when required to inform, instruct agree, confirm, obtain approval or
obtain instructions do so in writing.
- F APPROVAL (and words derived therefrom) means the approval in writing of the
Employers Representative unless specified otherwise.
- G SUPPLY AND FIX: Unless stated otherwise all items given in the Bill of Quantities
and/or on the drawings are to be supplied and fixed complete.

- A PROPRIETARY NAMES: Where materials, appliances or fittings of special design, manufacture or description, patented or otherwise, are described by reference to the proprietary names it shall be deemed to include the term "or equivalent". Trade names and/or suppliers are sometimes used for the purpose of brevity and clarity of technical, aesthetic and functional intent. Such references are for the conveniences of the tenderer in clearly indicating the standard of technical, aesthetic and functional requirements sought by the specifier. The intention is not to favour one product over another or to eliminate other products/suppliers.
- B OR EQUIVALENT the phrase "or equivalent" in all tender documentation and drawings shall mean, the material or product named, or a similar product of equal quality and performance, which has been approved by the Employer's Representative. No substitution of materials shall be accepted without the Employer's Representative prior written approval. If no such authorisation, (which shall not be unreasonably withheld), is obtained, the Contractor must supply the articles or materials specified. Other materials/suppliers may be put forward for consideration as equivalent materials to those stated in the specification. Approval for substitution of equivalent materials/suppliers will be given where the alternative material/supplier are demonstrably equal in full accord with the original specification. Equivalence of an offered substitution will be judged on the basis of objective, clear and verifiable independent proof of similar compliance with equal standards to those specified. Any foreign language documents are to be submitted with certified English translations.
- C VERIFICATION: Where appropriate verification is provided through a detailed technical dossier, drawings, data sheets and/or a test report from a recognised body, a material/product substitution will be permitted by the Employers Representative.
- D COMPLIANCE WITH PERMISSIONS AND CONSENTS: The Contractor shall take notice of the requirements of any Planning Permission and undertakes to comply with the same in all material respects. Copies of the respective documents are included in the Information Pack. The Contractor shall be deemed to have taken account of the provisions of the said information in all respects and provided for same in the Contract Sum.

CONTROL OF TIME/QUALITY/COST

- E Pursuant to the contract conditions, the Contractor shall be responsible for the co-ordination of the whole of the Works including sub-contract installations and shall organise the whole of the works including all sub-contractor's installations to ensure their proper progress in accordance with the Programme.

- A The Contractor shall obtain from each Specialist Sub-Contractor details in respect of his requirements sufficiently early to allow the Contractor to incorporate such requirements in the works and to coordinate the whole of the works including the sub-contract works to be undertaken by Specialist sub-contractors. The Contractor shall provide all information necessary to Specialist Sub-Contractors to enable them to detail their installations accurately. The Contractor shall coordinate the installation of all Specialist Sub-Contracts with the Main Contract works and shall prepare and maintain accurate co-ordination drawings for this purpose for as long as may be necessary for the proper execution of the whole of the works. The Contractor shall appoint or nominate a suitably qualified person or persons with specific responsibility for the co-ordination of the works that shall propose a programme for the co-ordination of the works and shall attend all management meetings in respect of the same.
- B The Contractor shall bear the expense of any failure to satisfy this requirement. Any loss or delay arising out of failure to effect the provisions of this Clause shall be the sole responsibility of the Contractor.
- C **PROTECTION OF THE WORKS:** The Contractor shall protect the works, materials and plant and make good any damage caused. Contractor shall protect completed synthetic surfaces from damage by construction traffic and other trades. No vehicles shall access completed surfacing unless specifically approved. The Contractor shall keep finished surfaces clean as work proceeds and protect from dirt, staining and physical damage. The Contractor shall protect the works during construction and as portions reach completion, against any form of damage or deterioration. Such protection shall include coverings, guard rails, temporary heating or other appropriate methods. The Contractor makes good any damage caused by ineffective protection.
- CERTIFICATION AND TESTING**
- D The Contractor shall arrange for independent post-installation testing of the synthetic playing surface by an accredited testing body. Testing shall demonstrate compliance with the specified FIFA / GAA / IRFU / FAI performance criteria, including shock absorption, vertical deformation, ball roll, ball rebound, rotational resistance and surface regularity as applicable. All testing certificates shall be submitted prior to Substantial Completion.
- E The Contractor shall provide certification that all infill materials comply with current European Union regulations relating to synthetic sports surface infill materials. Certification shall be submitted prior to incorporation into the Works.
- F The Contractor shall carry out post-installation lighting tests and provide certification demonstrating compliance with design lux levels, uniformity ratios and obtrusive light requirements. The Contractor shall provide full sports lighting commissioning certification confirming compliance with the design performance requirements including maintained average lux levels, uniformity ratios, glare limitations and obtrusive light restrictions. Certification shall be signed by a suitably qualified lighting engineer.
- G Prior to erection of floodlighting columns the Contractor shall submit foundation calculations, reinforcement details, column loading data and foundation certification prepared by a suitably qualified engineer.

- A Prior to installation of synthetic surfacing, the Contractor shall provide records demonstrating compliance of the completed formation, stone sub-base and shockpad with the specified tolerances and levels. Any non-compliant areas shall be rectified prior to installation of synthetic surfacing.
- B The Contractor shall undertake testing of all pitch drainage systems and provide records demonstrating satisfactory operation prior to completion.
- C All imported stone, fill, capping and drainage materials shall be accompanied by certificates confirming compliance with specification and source approval requirements.
- D Following completion, the Contractor shall demonstrate satisfactory drainage performance and freedom from ponding. Any ponding observed following rainfall or testing shall be rectified prior to completion.
- E All sports equipment shall be supplied complete with manufacturers certification confirming compliance with relevant EN Standards and governing body requirements. Goalposts, sockets, netting systems and associated equipment to comply with relevant EN standards and governing body requirements.

PLANNING, PROGRAMMING AND RESOURCES

- F The Contractor shall, within 10 working days of the Starting Date, submit a programme for the execution and completion of the Works. The programme shall clearly identify the principal construction activities, key milestones, procurement periods, testing and commissioning activities, and the anticipated Date for Completion.
- G The programme shall be of a level of detail appropriate to the scale and complexity of the Works and shall demonstrate the Contractor's proposed sequence and methodology for completing the Works within the Contract Period.
- H The Contractor shall submit an updated programme at intervals not exceeding four weeks, indicating progress achieved, activities completed, activities in progress, any delays encountered and the anticipated completion date.
- J Where progress falls materially behind programme, or where the Employer's Representative reasonably considers that the Date for Completion may be affected, the Contractor shall, within five working days of request, submit a revised recovery programme identifying the measures proposed to recover lost time and mitigate delay. The Contractor shall implement such measures at no additional cost to the Employer unless otherwise provided for under the Contract.
- Progress reports submitted in conjunction with programme updates shall include:
- Summary of works completed during the reporting period;
 - Works planned for the subsequent reporting period;
 - Current progress against programme;
 - Details of any matters affecting progress;
 - Register of Employer's Instructions and Change Orders issued to date;
 - Health and Safety matters, incidents or inspections;
 - Colour progress photographs of the Works;
 - Updated anticipated completion date.
- K

A The precise content and format of the Contractors Progress Report, and the Project Progress meeting agenda and schedule shall be subject to change by agreement between the Contractor and the Employers Representative.

PROGRESS RECORDS:

B Maintain an up-to-date record of progress at weekly intervals. Display progress on the Site Office copy of the progress chart.

AS BUILT PROGRAMME

C The contractor shall within two weeks of substantial completion of the Works provide an As Built Programme of the Works which shall contain a similar level of detail as the original Programme and shall accurately reflect the actual start and finish dates of each activity, all works instructed by Employers Representative and any other information necessary to properly record the actual construction history of the Works.

CONTROL OF QUALITY

D ACCESS FOR EMPLOYERS REPRESENTATIVE: provide at all reasonable times access to the Works and to other places of the Contractor where work is being prepared for the Contract.

E PERSON-IN-CHARGE: give maximum possible notice to the Employers Representative before changing the foreman-in-charge or site agent.

F MAINTENANCE: Allow for providing one years annual maintenance by way of site visit and set maintenance programme. Allow for providing specialist maintenance equipment recommended by the turf manufacturer suitable for the Employer's maintenance regime.

WARRANTIES: Allow for providing following specialist warranties:

- G 1. Allow for providing manufacturer's warranty, installer warranty and certification confirming compliance with specified performance standards, with a 10-year performance warranty assignable to Employer, for entire installation, supported under FIFA Preferred Producer Programme or similar approved scheme. Allow for providing minimum 6-year Workmanship Warranty, covering all works relating to astro-turf pitch installations outlined above, supported by contractors Professional Indemnity Insurance Policy. On completion provide independent certification confirming compliance with specified performance criteria including surface regularity, permeability, shock absorption, ball roll and ball rebound requirements.
- H 2. Allow for providng a minimum 5-year warranty on luminaires, drivers and control systems.

- A PHOTOGRAPHS: The Contractor shall keep a digital camera on site for the duration of the works, and shall photograph the progress of the works throughout the contract as directed by the Employers Representative. The Contractor shall hold digital records of all photographs on site for inspection by the Employers Representative and the Design Team as required and shall in addition submit to the Employers Representative digital progress photographs per month of the works taken from locations on or about the site as directed by the Employers Representative.
- B SAMPLES: where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Work. Retain approved samples on site for comparison with the Works. Remove samples which are not part of the finished works when no longer required.
- C CONTRACTOR TO SUBMIT SAMPLES: Samples of all materials, manufactured articles and workmanship shall be submitted to the Employers Representative for provisional approval before adoption, but such approval shall not relieve the Contractor in any way from responsibility for defects appearing subsequently. Approved samples will be retained until the completion of the Contract by the Employers Representative, who shall have power to reject all materials and samples in all respects. Materials and manufactured articles supplied or fixed, or work executed without submission and approval of samples shall be removed and the necessary reinstatements executed at the Contractor's expense should the Employers Representative so direct.
- D All materials are to be new unless otherwise specified and if required, the Contractor is to furnish evidence that the materials are of the origin, description and quality or price specified.
- Except where otherwise provided for in the Tender, other factors being equal, it is desirable that all the articles, appliances, goods and materials provided under the Contract shall, where possible, be manufactured in the Republic of Ireland, and shall bear the Irish Quality Mark where same can be applied.
- COMPLIANCE WITH STANDARDS: In the case of an Irish Standard the presence of an Irish Standard Mark under NSAI licence shall be evidence of compliance. Similar marks issued under licence from E.U. National Authorities shall be deemed likewise. An approved IAB mark in the case of Irish Products or equivalent E.U. National Agreement Board Certificates of EOTA in certification in the case of any product shall be evidence of compliance with the Standard so certified.
- APPROVALS: inspection or any other action by the Employers Representative must not be taken as approval of materials, products or work unless the Employers Representative so confirms in writing in express terms referring to:
- E 1. date of inspection
 - F 2. part of the work inspected
 - G 3. respects or characteristics which are approved
 - H 4. extent and purpose of the approval
 - 5. any associated conditions

A MANUFACTURERS INSTRUCTIONS: The Contractor shall ensure that the manufacturers' instructions and other information are at the site whilst the related work is being executed and shall retain these documents and upon completion of the works hand these instructions over to the Employers Representative in suitable folders together with a contents list. Should manufacturer's instructions and the specification be at variance, the Contractor shall obtain instructions from the Employers Representative in writing and shall proceed accordingly.

DEFECTIVE WORK: as soon as possible after any part of the work is known or suspected to be defective, submit proposals to the Employers Representative for opening up, inspection, further testing, making good or removal and re-execution and obtain instructions. Wherever inspection or testing shows that the work is not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to establish the acceptability of the work, such measures:

B 1. will be at the expense of the Contractor, and

C 2. will not be considered as grounds for extension of time.

MATERIALS AND WORKMANSHIP:

D Materials and Goods as specified are to be the best of their respective kinds, "fit for purpose" in accordance with Building Regulations, and those for which there is an Irish / British Standard or Code of Practice are to comply therewith and shall bear the Irish / British Standard Mark or alternatively shall be certified to a National Standard of another member of the European Union which provides and equivalent guarantee of safety and suitability - certification and / or declaration of Conformity to be by National Standards Authority of Ireland.

E The workmanship throughout shall be of a high standard and the materials in all cases the best quality of the kinds specified, all to the approval of the Employers Representative. specification materials, appliance or fittings of special design, manufacture or description, patent or otherwise are described, it is clearly to be understood that such references are inserted solely for the guidance of intending Contractors with respect to the nature and quality of the articles or services required.

F All workmanship shall comply with current Irish / British Standard Code of Practice or equivalent standard as noted above and in accordance with BS 8000 - "workmanship on building sites" IS / 150 9000 / EN 29000 quality system management and in accordance with Building Regulations Technical Guidance Document Part D.

G Under no circumstances is concrete containing High Alumina Cement to be used in any part of the Works.

H All unfixed materials shall be carefully stored in accordance with the best practice and in a suitable position on site. Manufacturers or agents recommendations regarding storage, transportation, application, material compatibility, workmanship, health and safety etc shall be strictly observed.

SOCIAL WELFARE, HEALTH AND SAFETY

- A 1. Provide for paying all Employer's contributions under the Social Welfare and Intermittent Unemployment Insurance Acts and for complying with the Social Welfare (Commencement of Employment) Regulations 1988 and 1999.
- B 2. Provide for carrying out the provisions of the Conditions of Employment and Holidays (Employees) Acts, the Solas Levy-Grant Scheme, Health, Safety and Welfare at Work Act, 2005 including the provision of a Safety Statement and all other legislation and Trade Union Conditions of Employment whereby the cost of labour is affected.

SITE SECURITY

- C The contractor shall acquaint himself fully with the nature, extent, and sequence of security arrangements required in connection with the work to be carried out. The contractor shall safeguard the site, the works, materials and plant against unauthorised entry, damage, and theft and provide watching and lighting as necessary.
- D Ensure that all openings and the like broken out or formed are adequately secured against trespassers and in particular children during and outside normal working hours and provide adequate protection for personnel.
- E Security on the site is the absolute responsibility of the Contractor who must ascertain in advance the likely requirements of security in the general area. The Contractor shall include in his tender for all costs associated with all security, by day and by night, from commencement to completion of the project and no claims for extra costs under this heading will be entertained. The Contractor must ensure that security companies or persons who provide a security service are licensed in accordance with the Private Security Services Act, 2004 and must ensure in accordance with Section 38 of the Act that users of Private Security Services are prohibited from employing an unlicensed security contractor or employee.

TEMPORARY ACCOMMODATION

- F Allow for providing in approved positions offices required by foreman and site staff employed by Contractor and maintaining during contract.
- G The contractor shall provide from commencement to completion of the Contract accurate records to be kept in such form as may be directed by the Employers Representative, and forwarded at the end of each month to the Employers Representative.
- H Sheds and messrooms for the use of workers as necessary. Proper latrines or temporary w.c.'s for use of site personnel keeping same thoroughly clean and in a fresh and orderly condition. Where possible latrines shall be water flushed and connected to sewer and in conformity with the requirements of the local authority

A Sheds and the like for the storage of materials liable to injury from exposure. Dry cement shed properly roofed and weather-proof and having a wooden floor with a well ventilated clear space of not less than 150 mm between timber and ground. This shed shall be sufficiently large to contain such a stock of cement as the Engineer may direct and shall be provided with partitions or such other means as may be necessary to ensure the effective separation of the various consignments. Alternatively with the Engineer's permission an approved type cement silo may be used.

CONTROL OF COST

B MEASUREMENTS: give reasonable notice to the Quantity Surveyor before covering up work which the Quantity Surveyor requires to be measured.

COST MANAGEMENT MEASURES: Allow for Cost Management measures in addition to those required by the Conditions of Contract, including:

- C a) cash flow forecasts,
- D b) valuation of proposed instructions,
- E c) measurement of works,
- F d) value engineering proposals,
- G e) vouching time and material works,
- H f) progress payment applications,
- J g) payment for unfixed materials,
- K h) labour and plant returns,
- L i) price variation documentation,
- M j) records supporting valuation of compensation events,
- N k) any other cost management measures.

P When a payment is to be made, not later than 5 days after the date agreed between the parties to be the payment claim date the Contractor shall give the Employers Representative a payment claim notice, in the form of a detailed statement of the amount to be paid. Within 14 days of receiving the payment claim notice, the Employers Representative shall issue a response to the payment claim notice, to the Contractor, in the form of a certificate, setting out the amount the Employers Representative considers the Contractor should be paid, with reasons for any difference between the amount in the certificate and the Contractors statement. If the certificate states that an amount is due to the Contractor, the Contractor shall send an invoice to the Employer for that sum. The Employer shall pay the amount due on the invoice within the period stated in the Schedule.

CONTRACTORS REPRESENTATIVE

The Contractor shall appoint, before the Starting Date:

- (1) a representative with full authority to act on behalf of the Contractor in all matters concerning the Contract and
- (2) a full-time supervisor of all the Contractor's activities on the Site, with full authority to receive instructions and other communications on behalf of the Contractor in all matters concerning the Contract.

The representative and the supervisor may, but need not, be the same person.

SECURITY/PROTECTION/RESTRICTIONS

Do not use the site for any purpose other than carrying out the Works.

Do not display or permit advertisements to be displayed on the site without consent of the Employers Representative

Normal working hours shall be agreed with the School Management and Employer's Representative. Any out-of-hours, weekend or holiday working shall require prior written approval. Should the working of overtime be necessary in order to complete the Works by the date agreed, no extra payment to the Contractor will be allowed for same except as may be required by the Conditions of Contract.

Protect all parts of the Works. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks, provide special protection to ensure that damage does not occur.

Adjacent school buildings and rooms/areas will be occupied and used during the Contract. Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users.

Protect all parts of the Works. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks, provide special protection to ensure that damage does not occur.

Protect all sections of the Works and hand over in perfect condition.

The Contractor shall acquaint himself fully with the nature extent and sequence of security arrangements required to safeguard the site, products, materials, plant, the Works against unauthorised entry, damage and theft and provide all watching and lighting as necessary.

Ensure that all openings and the like broken out or formed are adequately secured against trespassers and in particular children during and outside normal working hours and provide adequate protection for personnel within the completed buildings and for the extent of the new building.

Accept responsibility for the stability and structural integrity of the Works during the Contract and support as necessary. Prevent overloading. Details of design loads may be obtained from the Employers Representative.

PROTECT AGAINST THE FOLLOWING

A EXPLOSIVES: The use of explosive is prohibited.

B NOISE: Fit all noise compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

C FIRE: Take all necessary precautions to prevent personal injury, death and damage from fire.

D NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes.

E The contractor shall take all necessary precautions to safeguard workmen, employees, the client and his representatives and prevent damage to any existing adjacent roadways and landscaping.

F The contractor shall provide all necessary barriers, hoardings, scaffolding, dust screens etc and keep all debris well watered to prevent dust. All debris shall be removed as quickly as possible and the existing areas adjacent to the work shall be kept clean and tidy at all times.

G WATER: Prevent damage from storm and surface water (Items for keeping the site excavations free of water are given elsewhere).

H MOISTURE: Prevent the work from becoming wet or damp where it may cause damage. Dry out the Works thoroughly. Control the drying and humidity of the Works and the application of heat to prevent:

J 1. Blistering and failure of adhesion

K 2. Damage due to trapped moisture

L 3. Excessive movement.

M Remove rubbish and debris daily and keep the site and Works clean and tidy.

SLURRY FROM CONCRETE MIXER: Special provision shall be made to ensure that no slurry, or other solid matter from the concrete enters any sewer. For this purpose the Contractor shall construct a settling basin through which all water from concrete mixers shall pass. This basin shall be at least 1.25 m wide and 3.00 m long and 0.50 m deep. It shall be cleaned regularly of settled material.

N EXISTING SERVICES: Prevent damage to existing services:

P 1. Notify all service authorities of proposed works not less than one week before commencing site operations.

Q 2. Before starting work check positions of existing services.

TEMPORARY WORKS

- A The Contractor shall provide, maintain and remove on completion of the works all temporary works necessary for the proper execution of the Contract and such temporary works shall be executed at his own expense and constructed and maintained to the satisfaction of the Employers Representative.
- B The PSCS should identify, plan and organise foreseeable temporary works. The appointed temporary works coordinator shall coordinate with a task specific temporary works designer and relevant permanent works designer via a design brief to confirm all temporary works design assumptions in addition to ensuring the coordination of permanent works can be completed without risk to those involved. The PSCS will cooperate with all relevant parties thereby enabling the PSDP to co-ordinate the design of temporary works.
- C ROADS: provide as necessary all temporary roads, tracks, crossing and hardstanding required for use by Contractor, sub-contractors, suppliers and public bodies.
- D WHEEL WASH FACILITY: Provide, erect, maintain and remove on completion of the Works wheel cleaning facilities as necessary to prevent mud being deposited on school and public roads.
- E TEMPORARY OPENINGS FOR ACCESS: obtain approval of proposals before starting work.
- F ACCOMMODATION: provide as necessary temporary sheds, offices, messrooms, sanitary accommodation and other temporary buildings required for your own use and domestic sub-contractors use. Thoroughly clean area used for location of accommodation, make good and leave in unimpaired condition on substantial completion of the Works.
- G ROOM FOR MEETINGS: provide suitable temporary accommodation for site meetings and Consultants other meetings, adequately heated and lit, with table and chairs for twelve people. The room may be part of the Contractor's own site offices.
- H SANITARY ACCOMMODATION: connect the temporary sanitary and washing facilities to the existing foul sewer drainage outside the Contractors compound area; the location of the temporary connection is to be agreed jointly with the Employers Representative and Employer. Comply the Health Authority's standards. The use of dry closets will not be permitted. Make good existing facilities on substantial completion of the Works. The Contractor shall be deemed to have allowed for one or more off-site compounds, welfare facilities and storage locations as may be necessary for efficient execution of the Works across both sites.
- J Contractor welfare facilities should be adequate for all site users; provide daily cleaning service, comply with standards and make good as before specified.
- K PROTECTION: provide temporary fencing, hoardings, screens, fans, planked footways, guard rails, gantries and the like as may be necessary for protecting the public and others, for the proper execution of the Works and for meeting the requirements of any Local or other Authority.

TEMPORARY SERVICES

A TELEPHONES: provide temporary facilities for your own use.

B WATER: provide clean, fresh water for the Works and make temporary arrangements for storing and distributing about the site. Ascertain independently the available capacity, source, location and supply point and pay all costs.

C LIGHTING AND POWER: provide electricity and all equipment for lighting and power for the Works and make temporary arrangements for distributing about the site. Ascertain independently the available voltage, type of supply, location of supply point and pay all costs.

LABOUR/PLANT

PLANT COSTS: provide all plant, tools and vehicles for the execution of the Works:

D 1. bring to site and remove on completion.

E 2. maintain on site for the duration of the Works.

F TRANSPORT: provide for transport for work people.

G DISBURSEMENTS: provide for all disbursements arising from the employment of work people.

H TESTING MATERIALS: provide all apparatus, materials and transport required for testing and include for all costs other than the nett charges of the Testing Authority for the actual tests.

J Allow for testing materials by an independent authority(s) approved by the Employers Representative.

ACCURACY/SETTING OUT

K TOLERANCES: unless specified otherwise construct the Works to levels of accuracy so that in relation to BS 5606 Tables 2 and 3.

L 1. all achieved sizes fall within the permissible deviations, and

M 2. approximately two thirds of achieved sizes fall within one third of the permissible deviations.

APPEARANCE AND FIT:

N 1. Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions and that the finished work has a well aligned, true and regular appearance.

P 2. Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals of the appearance of the relevant aspects of the partially finished work as early as possible.

- A NON-COMPLIANCE: work which fails to meet the specified levels of accuracy, appearance and fit must not be rectified without approval. Submit proposals for such rectification and meet all costs arising, including the effects on other work. Allow for the possibility that approval will not be given, necessitating removal and replacement of the work.
- B SETTING OUT: Inform Employers Representative when overall setting out is complete and before commencing construction. The line and levels of formation, side slopes, drainage, carriageways, tracks, footways and hard shoulders shall be carefully set out, and frequently checked, care being taken to ensure that correct gradients and cross sections are everywhere obtained. Check the levels and dimensions of the site against those shown on the drawings and record the results on a copy of the drawings. Notify Employers Representative in writing of any discrepancies and obtain instructions before proceeding. The Contractor shall be entirely responsible for any errors in setting out regardless of whether the Employers Representative has checked the setting out or not.
- C INSTRUMENTS: provide instruments and assistance for checking the setting out and levels.
- D RECORD DRAWINGS: record details of all grid lines, setting out stations, bench marks and profiles on the site throughout the contract and hand to Employers Representative on completion.

SERVICES

- E SERVICES REGULATIONS: any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority and entirely to their inspectors satisfaction.
- F CUTTING FOR SERVICES to be the minimum necessary. Obtain prior approval of sizes and locations.
- G CONCEALED SERVICES: to facilitate location for maintenance and repair, positions of concealed service runs to be clearly marked in unobtrusive locations to approval.
- H ROADS AND FOOTPATHS: Ensure that no damage beyond fair wear and tear is caused by site traffic to roads and footpaths outside the site boundaries. Adequately maintain approaches to the site and keep clear of mud and debris.
- J All necessary measures shall be taken by the contractor to prevent spillage or deposit of clay, rubble or other debris on adjoining roads during the course of the works. Any such material that has been deposited on roads, lanes and public property, litter, and spillage from and material carried on the wheels of vehicles as a result of the contractors operations shall be thoroughly cleansed by him immediately and as often as requested by the Employers Representative.
- K TAKE all measures necessary to confine construction activities to, and prevent all personnel from trespassing beyond the site area which is allocated to Contractor. Indemnify the Employer against all claims arising in respect of trespass.

EMPLOYERS RESTRICTIONS

A BURNING of rubbish etc., on the site will not be permitted. The Contractor shall keep readily available adjacent to the Works in locations approved by the Employers Representative not less than five portable fire extinguishers maintained in efficient working order at all times. Adequate notices covering the above requirements shall be posted on site by the Contractor.

B RODENT CONTROL: allow for adequate regular rodent control on site by a domestic specialist rodent control firm for the duration of the Works including adjacent and adjoining properties

C 1. No storage of materials which would give rise to emissions to air or water shall be stored on site unless otherwise agreed in writing by the Employers Representative. No noise or vibration, odours, fumes or effluents liable to give rise to reasonable cause for complaint by occupants of properties in the vicinity shall be permitted to emanate from the site.

D 2. During the course of construction works, the Contractor shall provide on site covered skip/s or other suitable receptacles for the deposit therein of all rubbish, litter, paper, packaging, rubble and other such material arising from the Works. The Contractor shall ensure that the site and its environs are maintained at all times in a clean and tidy condition. Under no circumstances shall waste be burnt on site.

E 3. Any oil tanks to be kept on site shall be bunded to 110% of its effective volume. Walls and base of bund shall be water tight construction and impervious to the passage of oil.

F All necessary measures shall be taken by the contractor to prevent the spillage or deposit of clay, rubble or other debris on adjoining roads during the course of the works. All public roads and footpaths shall be maintained free from dirt and debris during construction. Any damage to the public road/footpath shall be repaired by the developer at his/her own expense to the satisfaction of the Area Engineer. Vehicle wheels shall be cleaned prior to exiting onto the public road so as to ensure no material deposits on the public road.

During the construction stage of the proposed development the following best construction practices must be employed to prevent any significant adverse impacts to nearby European sites (i.e. Natura 2000 sites):

G (a) Works such as soil excavation, soil depositing or soil stripping will not be conducted during or immediately following periods of heavy or prolonged rainfall.

H (b) All stockpile areas of sand, gravels and soils should be stored on level terrain and shall be covered during heavy rainfall periods in order to prohibit the mobilisation of sediments.

J (c) Works with concrete shall be done during dry conditions for a period sufficient to cure the concrete (at least 48 hours).

K (d) Concrete pours shall occur in contained areas.

- A (e) Washing out of concrete trucks should not be permitted within the site and should be conducted in hard standing areas.
- B (f) All petroleum products to be bunded during the construction stage of the development.
- C (g) If gravel or handstand materials are being brought on site ensure that the source is free of invasive species such as Japanese Knotweed, Gunnera and Rhododendron.

D Waste generated on site during the course of construction shall be disposed off site to licenced waste disposal facilities by licenced disposal contractors in accordance with the Planning Acts. A waste management plan is to be agreed in writing with the Employers Representative prior to commencement of construction activities. Allow for all costs associated with the preparation of waste management plan and implementation of the agreed plan for the duration of the contract.

E Prior to commencement of development submit to the Planning Authority for written agreement full details of advance warning signs to be erected. Allow for all costs associated with the preparation of details of advance warning signs and implementation of agreed details for the duration of the contract.

F LOCATIONS: inform the Employers Representative of the intended siting of all soil heaps, temporary works and services.

G STATUTORY OBLIGATIONS: allow for measures necessary to control noise, pollution and comply with all other statutory obligations particularly as required elsewhere in this section.

MAINTENANCE OF PUBLIC ROADS

H No mechanical plant or vehicles shall be permitted to cross a paved public footway unless there is a permanent footway crossing in existence or a temporary footway crossing has been constructed. The footway crossing shall be the only point at which mechanical plant or vehicles shall enter the site. The Contractor shall be responsible for all damage to existing roads footpaths etc., caused by his own or Sub-Contractor's or Suppliers transport to and from the site. The Contractor shall at all times keep all public and private roads, footpaths, etc., entirely free of excavated materials, debris, rubbish, etc.

PROTECTION OF THE PUBLIC, THIRD PARTIES AND VISITORS

- J 1. Provide for the protection of the public from site operations and for protecting third parties and visitors to the site in accordance with all statutory requirements.
- K 2. Provide for providing identifiable site perimeter, erecting, maintaining, adapting all hoardings and removing them off site on completion.

TRAFFIC REGULATIONS

- A Make necessary arrangements with the Gardai and the Local Authority and comply with their requirements including wheel washing, etc., to provide access for lorries, plant, etc., to the site. Comply with all traffic regulations or restrictions. Obtain and comply with the conditions of necessary Road Closure Order(s) required and pay all costs and expenses in connection therewith.

CONTROL OF NOISE AND POLLUTION, STATUTORY OBLIGATIONS

- B Take adequate precautions to protect persons and property from damage or nuisance caused by noise or pollution. Any enforced delay resulting from lack of such adequate precautions will not be regarded as force majeure. Comply with all other obligations.

LOCAL GOVERNMENT (WATER POLLUTION) ACTS 1977 & 1990.

- C Provide for prevention of spillage from oil tanks, stand-by generators, oil browsers, compressors, hydraulic oil tanks, barrells etc. by placing in secure bunded or paved areas such that any spillages are contained. The paved area shall drain to a central sump and three stage oil interceptor trap and discharge from the interceptor trap shall be connected to the foul sewer.
- D Provide for prevention of uncontrolled discharge of groundwater from excavations which is discharged onto footpaths and roadways, into surface water drain, into ditches, streams, canals, rivers and sometimes into sewers. Groundwater may be discharged only under licence granted in accordance with the above Acts. Contractors are obliged to apply for a licence for the discharge of ground water (trade effluent) to waters or to sewers. All such dewatering shall be discharged via a primary settlement tank system of adequate retention time and if necessary, a secondary filtration system.

PREPARATORY WORKS

- E All materials delivered to the site or prepared in the Contractor's or Manufacturer's shops or premises to be subject to inspection by the Employers Representative or his representative before being incorporated in the works.

SETTING OUT

- F The Contractor shall accurately perform all setting out and will be responsible for any errors in setting out regardless of whether the Employers representative has checked the setting out or not. The Contractor shall provide all templates, rods, levels and setting out boards, etc. as may be necessary for this purpose and where required maintain these for reference during progress of works. Should any error arise, it shall be corrected to the satisfaction of the Employers Representative at the cost of the Contractor.

PLANT TOOLS AND VEHICLES

- G Provide all plant tools and vehicles necessary to comply with the Works Requirements. Provide for bringing to site and removing on completion. Provide for maintaining on site for the duration of the works.

SITE ADMINISTRATION

A Include for adequate and suitably experienced personnel, suitably equipped and housed on site to provide for Site Administration and for the keeping of all statutory records.

PROTECTING THE WORKS FROM INCLEMENT WEATHER

B Protect the works from inclement weather as directed or necessary, covering railings surfaces concrete or other materials requiring same, make good and reinstate all work in any way damaged by inclement weather and all pointing injured by frost.

SECURITY OF SITE PERSONNEL

C Provide for the employment of security personnel to protect the contractor's personnel during working hours, overtime working, or at any other times as appropriate. Security personal must be licensed in accordance with the private security Services Act, 2004

WELFARE FACILITIES

D Provide Welfare Facilities for work people in compliance with the fourth schedule of the safety and welfare at work (construction) regulations.

TRADE UNION AND LOCAL LABOUR

E 1. Every possible means must be availed of on the part of the Contractor and his Foreman in charge of the works to ascertain that the clauses with reference to Trade Union and Local Labour are complied with.

F 2. Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work be recruited from the local offices of F.A.S. the National Training and Employment Authority to the extent that the total labour requirements of the contract exceeds the contractor's core workforce.

G 3. In accordance with this requirement a local labour quota of 10% must be met requiring that unemployed local youth or local long term unemployed be employed, subject to availability and competence. Job applicants qualifying under the criteria will be identified by the Local Job Centre and given certified pre-site training by F.A.S.

H 4. The areas of recruitment which will be deemed to satisfy this quota requirement will be: - Apprenticeships as identified, pre-site trained and recommended by Solas and Local Job Centre. Tradesmen and operatives who have been classed as long-term unemployed and identified, retained and recommended by Solas and Local Job Centre. Domestic sub-contractors, either directly employed in the works or providing ancillary services to the contractor , such as security, (licensed) catering, cleaning, which would be identified by the Project Team as engaging labour identified above.

J 5. Provide for all payments required under legislation, working rule agreements and the like affecting labour in force at the Designated Date.

SAFETY, HEALTH AND WELFARE

A SAFETY, HEALTH AND WELFARE: allow for measures necessary to ensure compliance with enactments, regulations, working rules, trade union agreements etc. relating to safety, health and welfare of work people and visitors to the site.

B The Bill of Quantities is not a design document for the purposes of S.1. No.138 of 2006.

C Comply with the Safety Health and Welfare at Work Acts and Regulations current at the date of tender.

D Comply with the requirements of the Project Supervisor (Construction) and include for all co-operation, the supply of additional information and resources, and all other matters to ensure that the Project Supervisor (Construction) can fulfill his function as defined in Clause 6 of the Safety, Health and Welfare at Work (Construction) Regulations 2013-2023 (as amended).

E The Contractor shall be appointed by the Employer under a collateral agreement to the main contract as Project Supervisor for the Construction Stage in respect of the project pursuant to the Safety, Health and Welfare at Work (Construction) Regulations 2013-2023 (as amended). The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to Regulations 6 and 7 of the Regulations.

F Where Construction Work is planned to last longer than 30 working days or the volume of work is scheduled to exceed 500 person-days, the PSCS, before the work begins, shall give notice to the Health & Safety Authority in approved form (i.e. AF2), sent either by registered post or as may be directed from time to time by the Authority.

G The Contractor shall be wholly responsible for the adequacy, stability and safety of all operations and methods of construction arising out of or by reason of the contract. The Contractor warrants that he is a Competent Person, in accordance with Clause 2.5 and clauses referred to therein. The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all Health Safety and Welfare Regulations whatsoever arising in connection with the works and as between the Employer and Contractor. The Contractor shall be responsible for the health and safety of all persons employed or present on the site at all times whether under his direct control or not, and shall ensure that safe practices and safe methods of work are adopted at all times in accordance with clauses 7.3, 7.5, 7.6 and clauses referred to therein.

H Full safety records for the last 3 years. These details should include all notifiable accidents/incidents and convictions in any jurisdiction. In addition, please include the number of man hours worked; an outline of the Company's plant and equipment resources; a statement of the average annual resource levels over the past 3 years.

- A The Contractor shall include for procuring that insurance cover required to be obtained and maintained by the Contractor and pursuant to the Main Contract shall provide indemnity in respect of any claim for death, 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.
- B The PSCS shall comply with the provisions of the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2013-2023 including the obligation to : - Co-ordinate the implementation of the construction regulations by contractors; Organise the co-operation between contractors and the provision of information; Co-ordinate the reporting of accidents to the Authority; Notify the authority before commences where construction is likely to take more than 500 person days or 30 working days; Provide information to the site safety representative; Co-ordinate the checking of safe working procedures; Co-ordinate the measures to restrict entry to the site; Co-ordinate the provision and maintenance of welfare facilities; Co-ordinate arrangements to ensure the craft, general construction workers, and security workers have a Safety Awareness card, e.g. Safe Pass and a Construction Skills card where required; Co-ordinate the appointment of a site safety representative where there are more than 20 persons on site; Appoint a safety advisor where there are more than 100 on site; Provide all necessary safety file information to the PSDP; Monitor the compliance of contractors and others and take corrective action where necessary; Notify the authority and the client of non-compliance with any written directions issued; If necessary, issue directions to designers and contractors; Practical Completion will be conditional on handover of the Safety File information to the PSDP.
- C The Contractor shall include for procuring that insurance cover required to be obtained and maintained by the Contractor and pursuant to the Main Contract shall provide indemnity in respect of any claim for death, 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.
- D The Project Supervisor (Construction) is to allow for full co-operation with the Project Supervisor Design Process in the preparation and hand-over to the client of the Safety File on Substantial Completion.
- E The Contractor shall include for procuring that insurance cover required to be obtained and maintained by the Contractor and pursuant to the Main Contract shall provide indemnity in respect of any claim for death, 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.
- F Provide all necessary information as requested by the Project Supervisor for the Construction Stage to enable the preparation and completion of the Safety File excluding those drawings and specifications which shall be provided by the appropriate member of the design team.
- G Provide assistance to the appropriate member of the design team and to relevant sub-contractors in preparing "As Built" drawings for inclusion in the Safety File.

- A Contractor shall provide GPS or total station surveyed as-built drawings showing pitch levels, drainage runs, chambers, ducts, floodlighting infrastructure and underground services. Drawings shall show the depth of services as well as the precise alignment thereof.
- B Upon completion the Contractor shall provide an as-built topographical survey of the completed pitch, fencing, floodlighting columns, drainage infrastructure, ducts and services in both PDF and DWG format.
- The Safety File will contain but shall not be restricted to the following:
1. Summary document detailing main features of building and structure and specific safety aspects all referred to detailed specification drawings O & M files etc.
 2. Floodlighting maintenance manual including for controls, photocells, timers, replacement lamps/drivers, maintenance schedules.
 3. The most recent revisions of construction drawings.
 4. Specification detailing methods of construction.
 5. As built drawings showing services including drainage and ducting services. Provide digital as-built topographical survey of completed pitch and associated works in DWG and PDF format.
- C
- D Refer to the Preliminary Safety & Health Plan for detailed Safety File Specification requirements.
- E The Safety File is to be completed and issued by the Contractor to the Employer prior to the issue of the Certificate of Substantial Completion.
- F All documentation making up the safety file shall be issued in both hardcopy (A4 binder) and electronic format (.pdf on cloud link).
- G Provide adequate protective clothing and safety equipment for the representatives of the Employer and Consultants. These shall include, but are not limited to, the following:
- H 1. 6 sets of good quality, waterproof, coats and pants. These shall not contain advertising names.
 - J 2. 6 pairs of waterproof boots of a safety type.
 - K 3. 6 safety helmets.
 - L 4. provide and maintain a supply of twelve safety helmets for visitors.
- SPARE MATERIALS
- Allow for providing the following spare materials, all suitably labelled and stored:
- M 1. Provide minimum 50 m2 spare synthetic carpet, matching infill materials and proprietary repair materials on completion.
 - N 2. spare line-marking material.
 - P 3. spare infill materials.

A 4. spare fence fittings and netting repair materials.

B 5. replacement floodlight lamps; 2 nr.

WORK AT COMPLETION/MAKING GOOD DEFECTS

C TRAINING: Prior to completion the Contractor shall provide maintenance training to the Employer's representatives covering operation, inspection and maintenance of the synthetic playing surface, fencing systems, netting systems and floodlighting installations. Contractor shall provide on-site training to Employer's maintenance personnel regarding routine maintenance, brushing, decompaction procedures and warranty requirements.

D MAKE GOOD all damage consequent upon the work.

E REMOVE all temporary markings, coverings and protective wrappings unless otherwise instructed.

F CLEAN the Works thoroughly inside and out, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the Works.

G MAINTENANCE: Provide one years annual maintenance by way of site visit and set maintenance programme. Provide required maintenance equipment for artificial surface including rotating brushes suitable for tractor mounting.

H CERTIFICATION: On completion provide independent certification confirming compliance with specified performance criteria including surface regularity, permeability, shock absorption, ball roll and ball rebound requirements.

J SPARE MATERIALS: Provide minimum 50 m2 spare synthetic carpet, matching infill materials and proprietary repair materials on completion.

K LATENT DEFECTS: During the Defects Liability Period the Contractor shall attend the site as required to rectify settlement, depressions, movement of fencing, gate adjustments, infill migration, synthetic surface defects or drainage defects occurring as a result of workmanship or materials.

SHORT PUBLIC WORKS CONTRACT

Short Public Works Contract

Conditions

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

SHORT PUBLIC WORKS CONTRACT

Short Public Works Contract
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CONDITIONS

1. The Contract

1.1 In this Contract

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

1.2 Unless the context indicates otherwise

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

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

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

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

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

2 The Site, starting and completing the Works

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

Closure

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

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

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

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

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

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

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

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

3 The Works

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

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

4 The Price and payment

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

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

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

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practice).

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

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

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

5 Representation and communications

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

6 Contractor's Personnel

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

7 Pay and conditions of employment of workers

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

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

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

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

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

8 Loss of and damage to the Works

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

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

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

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

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

9 Indemnity for claims and damage

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

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

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

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

9.2 The Employer must indemnify the Contractor against

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

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

10 Insurance

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

11 Property

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

12 Termination

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

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

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

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

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

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

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

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

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

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

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

13 Ethics in Public Office

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

14 Project Supervisor for the Construction Stage

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

15 Law, jurisdiction and disputes

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

16 Covid-19 Mandatory Closure

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

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16.2 Covid-19 General Provisions

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

16.3 Covid-19 Costs

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

17 Limit on Liability

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

18 PRICE VARIATION

18.1 Definitions

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

18.2 Contract Sum Adjustment

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

18.3 Proportions

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

18.4 Failure to Commence by the Starting Date

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

18.5 Failure to Complete on Time

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

18.6 Excluded Amounts

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

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

18.7 Revisions of Index Figures

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

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

18.8.1 Weightings

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

18.8.2 Materials and Fuel

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

18.9 Efficiency

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

End of Conditions.

Appendix 1 to Clause 18**DEFINITIONS**

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

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

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

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

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

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

Permitted Decrease

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

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

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

where:

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

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

EV = Effective Value

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

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

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

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

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

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

APPOINTMENT OF PROJECT SUPERVISOR

Appointment of Project Supervisor

(PW-CF6)

THIS AGREEMENT is made on BETWEEN

1. *The Client*

*Whose principal office is
at*

and

2. *The Project Supervisor*

*Whose registered office is
at*

BACKGROUND

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

Name of Contract

(the **Works**).

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

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising the Works
 and ³
(the **Project**).
2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.
3. The Project Supervisor accepts the appointment.
4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.
5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable

¹ Date of Tender acceptance

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

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

SHORT PUBLIC WORKS CONTRACT

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

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

SHORT PUBLIC WORKS CONTRACT

Given under the Client's seal

Affix Client's seal

*Signatures of persons
authorised to authenticate the
seal*

OR

Signed on behalf of the Client

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

SHORT PUBLIC WORKS CONTRACT

Given⁴ under the Project Supervisor's common seal

Affix Project Supervisor's common seal

Signatures of persons authorised to authenticate the seal

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

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

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of the Project Supervisor

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

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

SHORT PUBLIC WORKS CONTRACT

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

RATES OF PAY AND CONDITIONS OF EMPLOYMENT CERTIFICATE

Rates of Pay and Conditions of Employment Certificate

(Clause 7.7 of PW-CF6)

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

A Dhaoine Uaisle

We refer to the above Contract.

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

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

- the rates of pay and the conditions of employment (including in relation to pension contributions) of each work person comply with all applicable statutory provisions, and those rates and conditions have been no less favourable than those for the relevant category of work person in any sectoral employment orders, employment regulation orders or registered employment agreements implemented in accordance with the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded).
- all wages and other money due to each work person have been paid in accordance with the Payment of Wages Act 1991 and have not been more than 1 month in arrears or unpaid
- payments due to be paid on behalf of each work person (including pension contributions, where applicable) have been paid
- all pension contributions and other amounts due to be paid on behalf of each work person, have been paid
- all deductions from payments to work persons required by law have been made and paid on, as required by Law
- in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act, 2005 to 2014 and all employment law including the Employment Equality Act 1998 to 2015, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015, regulations, codes of practices, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements determined under those Laws have been observed.

Is mise, le meas

Signed by

Name of Contractor

*Signature of Contractor i.e.
Contractor’s Representative*
