

SECTION B
CONTRACT CONDITIONS

1 CONTRACT DOCUMENTS

The supplementary conditions of contract shall be read in conjunction with the Main Contractors Form of Contract, which will be the standard form.

The Conditions of Contract, the supplementary Conditions of Contract, the Specification, the Drawings and any other documents all form part of the contract documentation which shall be thoroughly examined and understood prior to commencing work on site.

If any detail is not clearly shown or any discrepancy occurs between the drawings and the specification the Contractor shall ask for instructions from the Engineer before proceeding with works.

The following documents shall be read in conjunction with these Contract Conditions and accompanying sections:

- a) Standard form of Building Contract
- b) Preliminaries for the Main Contract
- c) All drawings as listed in the Drawing Issue Sheet
- d) All Architects, Structural Engineers and Specialist Contractors drawings showing the details and arrangement of the building construction and of the building works forming part of the Contract
- e) Any correspondence between the Consulting Engineer and the Contractor during and after tender stage notifying revisions to the specification or drawings
- f) The current Irish, European and British Standards and Codes of Practice relating to the materials and installation methods relevant to the works
- g) The most recent National Rules for Electrical Installations ET10101 produced by the NSAI
- h) The commissioning codes as issued by the Chartered Institute of Building Services Engineers (CIBSE)
- i) Safety, Health and Welfare Act 2005
- j) The Factories Act.

2 FORM OF CONTRACT

The contract shall be carried out as a domestic sub-contract to the Main Contractor in accordance with the Conditions of Contract.

3 CONTRACTOR PROGRAMME

The Contractor shall be required to agree and adhere to a programme for the works with the Main Contractor who shall be required to comply with the programming constraints described in the Main Contract documents.

The Contractor shall be prepared to lay on labour and materials in accordance with the Main Contractors building programme and to maintain a satisfactory rate of progress at all times during the course of the works. He shall co-operate in this respect with other sub-trades employed on this project.

4 TENDERING PARTICULARS

The tenderer shall be deemed to have visited the site prior to submitting his tender and to have taken into consideration the particular site conditions. He shall acquaint himself thoroughly with the position and accessibility of the proposed works and the conditions under which they shall be carried out. Any claims due to lack of knowledge in this respect will not be permitted. Arrangements to visit the site shall be made through the Main Contractor tendering the project.

The current Bye Law Regulation shall be complied with and the tenderer shall draw to the Engineer's attention any requirements indicated in the specification and drawings which may not be in accordance with such Bye Laws and Regulations.

The Tender Price shall include for attendance of a representative at all meetings relevant to this Contract, including all site meetings (contractor, employer and tenant) and meetings held in any of the design team's offices.

The Employer does not bind himself to accept the lowest or any specific Tender and furthermore reserves the right to accept or omit any portion of the works specified.

5 EXTENT OF CONTRACT

Except where otherwise specifically stated, the Contract shall include for the supply, delivery, fixing, testing and commissioning of all material and equipment as specified and/or shown on the drawings. The Contractor shall provide such temporary services as may be necessary during the progress of the works and shall remove these temporary services upon completion. All systems and equipment shall be handed over ready for service.

The Contractor shall provide all equipment, materials and labour necessary for the proper execution of the works. The work shall be carried out and complete in accordance with the requirements and the reasonable satisfaction of the Consulting Engineers.

6 EXISTING SERVICES

When active services, such as, gas, electric, sewers, etc., are encountered and are not indicated on the drawings the Contractor shall brace and support these services if necessary and contact the Consulting Engineers for future instructions.

When inactive services are encountered the Contractor shall remove services affecting the installation and leave unaffected inactive services in a safe and stable condition. The Contractor shall inform the Engineer of his actions.

Where temporary shutdown of services is unavoidable, the Contractor shall agree a suitable time with the Client, Employer and Engineer for the shutdown to take place.

7 SETTING OUT

The Contractor shall set out the whole of the works and be responsible for the correctness of the positions, labels and dimensions of the plant and equipment. The exact courses and positions of all distribution services, e.g. cable tray/ladder, trunking, pipework, ductwork, etc., shall be duly laid out and marked on site by the Contractor and approved before installation.

8 BUILDING REGULATIONS

The Contractor shall be deemed to be familiar with, and to have a full understanding of the current Building Regulations, and with the contents of all technical guidance documents to the Regulations. He shall ensure that all works are undertaken and completed in accordance with the Building Regulations.

9 BUILDING CONTROL (AMENDMENT) REGULATIONS 2014

The works shall be carried out in accordance with the new Building Control (Amendment) Regulations 2014 which came into force on 1st March 2014.

The Contractor shall provide to the Engineer technical submittals of all products and materials to be used prior to commencing work on site. All products and materials manufactured to comply with an EN harmonised standard must carry a CE marking. The Contractor is required to complete a technical submittal form compiled by the Engineer and to forward manufacturers certificates to indicate that the specific products carries a CE marking.

Any products installed where a CE marking cannot be provided shall be removed and all associated removal and remedial works costs borne by the contractor.

No works shall be covered over in floors, walls or ceilings without prior inspection and approval by the Engineer. Any services covered up without inspection shall be exposed at the Contractor's cost. The Contractor shall give the Engineer at least 2-3 days notice of any inspection required.

The contractor and all his sub-contractors shall be required to complete and return the accompanying Ancillary Certificates of Compliance (ref. CIF-01 and CIF02) on completion.

10 QUIETNESS OF OPERATION

All equipment shall be selected for quietness of operation. Any equipment which produces objectionable noise shall be adjusted or insulated so as to reduce the noise output to an acceptable level or removed and replaced with satisfactory equipment.

11 DRAWINGS AND INFORMATION

11.1 Contractors Drawings

Tenderers shall note that drawings supplied by the Engineer in connection with this Contract are for tendering purposes only. The Contractor shall be required to produce, at his own expense, the working

drawings necessary for the carrying out of this Contract. Working drawings shall be submitted to the Engineer for approval prior to any work commencing on site.

The Contractor shall note that he is responsible for the production of any composite drawings required for the co-ordination of services provided under his Contract and this includes services and/or equipment to be provided by his sub-contractors and suppliers. The Contractor shall be responsible for obtaining all necessary drawings from any nominated sub-contractors and suppliers to enable him to produce the above-mentioned composite drawings.

Before installing any services, the Contractor shall compare his services drawings with the most recent Architects, Structural Engineers and other services drawings to ensure that there will be no clashing of services.

If detailed dimensional drawings are required of any service run or item of equipment to facilitate installation or if such detail drawings are required by the Main Contractor to facilitate the carrying out of builders work, these shall be produced and supplied by the Contractor at his own expense. Any detailed drawings so required shall be reviewed and approved in writing by the Consulting Engineer before issuing to site.

The Mechanical Contractor shall take lead roll in producing and co-ordinating services drawings. He shall liaise closely with the electrical contractor when preparing the drawings and throughout the project in order to ensure drawings are updated and co-ordinated.

11.2 Record Drawings

Record drawings representing the completed installation shall be prepared by the Contractor. These drawings shall detail all services under this Contract, including composite plant house details, valve charts, full diagrammatic layouts of all electrical and control circuits and shall generally enable maintenance staff to easily understand and service the whole installation as detailed in this Contract.

One copy of these drawings shall be submitted to the Engineer for approval. 2 no. copies of approved drawings shall be presented to the Employer. All costs associated with preparing these drawings shall be included in the Contractors tender submittal. These shall be completed and handed over to the Client on Practical Completion.

11.3 Operation and Maintenance Manuals

The Contractor shall prepare and produce the following copies of As-installed drawings and operation and maintenance manuals:

- 2 no. hard copies & 1 no. electronic copy

The manuals shall include description of systems, manufacturers brochures, spare parts list, maintenance and servicing procedures, contacts list giving names and contact details for all suppliers, installers, servicing personal, breakdown personal, replacement components personal, etc.

11.4 Training

The Contractor shall furnish the services of a fully competent person to thoroughly instruct the owner's and tenant's operating personnel in the operation and care of all equipment and systems. Refer to "Handover" section of technical specification.

12 MATERIALS

All articles not specified but required to complete the installation shall be as far as practicable of Irish manufacture and shall comply with the relevant Irish, European and British standards, where such exist. Where no such standard exists, equipment shall comply with the relevant I.E.C Publications.

The Contractor shall allow in his Tender for the inclusion of the specified material and equipment by the specified manufacturers. He shall be entitled to submit alternative materials provided prior approval has been obtained in writing from the Engineer. Alternative shall be equal in appearance and specification and capability as the specified material and equipment.

Where the word "Equivalent" is written into the Specification it shall be interpreted as approved by the Engineer in writing prior to the date of Tender.

The Contractor shall place on order all materials required for the Contract at such intervals as to ensure delivery to site before such items are actually required, to ensure that there is no hold up in the progress of the work.

It shall be the responsibility of the Contractor to ascertain from his suppliers the delivery position for all material required for the Contract.

13 PLANT

The Contractor shall provide all materials, tools, tackle, slings, scaffolding, cranes, hoists, haulage, labour, instruments and apparatus necessary for the delivery and erection of the plant on site. He shall include for all off-loading and site transportation of services equipment.

14 OWNERSHIP OF GOODS & MATERIALS

The Engineer may ask the Contractor for proof of full ownership, free from lien or charge, for all goods and materials delivered to site, and to be embodied in the works. If the proof is not forthcoming, the Engineer will be entitled to withhold certification of payment in respect of the goods and materials.

15 LOSS OR DAMAGE TO WORKS, MATERIAL AND EQUIPMENT

The Contractor shall ensure that every care is taken of the various works, material and equipment included in the Contract. During times of frost or inclement weather, suitable protection shall be provided where necessary to protect items.

The Contractor shall at his own expense make good any loss or damage occurring to the various works, material and equipment in the Contract prior to completion.

16 DAMAGE TO EMPLOYERS PROPERTY

The Contractor shall be responsible for keeping his work people under control, including employees of all his sub-contractors. He shall be liable for any damage to the property, adjoining properties, grass, vegetation, roads, footpaths, fences and gates caused by workmen, vehicles, or by other means whatsoever.

The Contractors attention is directed to the particular requirements of the Main Contract Preliminaries in this and related matters.

17 DEFECTS LIABILITY PERIOD

The Contractor shall allow for the complete rectification of any defects in the whole of the works carried out under this Contract for a period of 12 months following the issue of the Practical Completion Certificate.

Should any defect occur due to materials or inferior workmanship during this period, the Contractor shall, within 48 hours of receiving notification thereof, remedy such defects at his own expense. If the Contractor should fail to attend to these defects within this time period or the remedy works are carried out to an unsatisfactory standard, the Employer shall execute the necessary repairs including the supply of materials and labour and the account of the Contractor shall be debited the cost incurred and other charges in connection therewith.

18 TRADE CUSTOM

The Contractor shall use recognised Trade Union labour only.

19 LOCAL AUTHORITIES

The Contractor shall observe and comply with the requirements of all Statutes and Byelaws and serve notice on the Authorities of Water, Gas, or other Mains, Electricity or other items, which may in any way be affected by the execution of the works.

20 TESTING

The Contractor is deemed to have examined Test Certificates for all plant, equipment and materials provided under this Contract and to have satisfied himself that all component parts of the works are tested as suitable for erection in the installation.

Tests shall be conducted as specified for the installation in the presence of the Consulting Engineer or his representative. The Contractor shall provide the Engineer with at least one week's written notice of testing dates.

21 CLEANING AND FINISHING

After all tests have been completed, and the systems pronounced tight and satisfactory, the Contractor shall go over all his work and clean equipment, fixtures, and so forth, and leave clean and in complete working order at final completion of Contract.

22 LIQUIDATED DAMAGES

The Contractor shall note the provisions of the relevant clauses in the Main Contract appertaining to Liquidated Damages.

23 SITE SUPERVISION AND MANAGEMENT

The Contractor shall assign a suitably qualified and experienced on-site resident contract supervisor for the entire duration of the contract. The contract supervisor shall maintain a full-time presence on site and be readily available for on-site meetings and meetings in the Engineer's office.

The Supervisor shall have the necessary authority vested in him to discuss, accept and execute any instructions issued to him by the Consulting Engineer from time to time.

Throughout the defects period the Supervisor shall be available to discuss and deal with any issues than may arise.

The Supervisor shall have an appropriate trade or engineering qualification and shall have successfully completed a project of similar scale and complexity in the past 5 years in this role.

24 SITE OFFICE, STORAGE AND SITE WORKSHOPS

Site Offices, storage sheds and site workshops shall be supplied, installed, maintained and removed at the end of the contract, by the Contractor at his own expense. Any such site building shall be to the approval of the Employer and kept in clean and tidy condition.

He shall also be responsible for ensuring that all packaging materials, empty cartons, unstable equipment and all waste materials shall be removed from the site on a daily basis throughout the Contract.

25 FIRE PRECAUTIONS

The Contractor shall take all reasonable precautions to avoid the outbreak of fire, particularly with work involving the use of naked flames. He shall observe the regulation governing hot works.

26 SAMPLES

Before plant and equipment are ordered, the Contractor shall submit for approval of the Consulting Engineer the type and make of all items of plant and equipment apparatus. He shall also submit samples of all materials and fittings for approval if called upon.

27 COMPLIANCE WITH EC DIRECTIVES AND REGULATIONS

The Contractor shall ensure that all equipment supplied on the project shall comply with the Machinery Directive (89/392/EEC), the Low Voltage Directive (73/23/EEC), the Electro Magnetic Compatibility

Directive (889/336/EEC) and all other Directives as outlined in the National Standards Authority of Ireland's Information Sheet entitled "New Approach Directives & CE Marking".

Where required under these Directives, all machinery and equipment installed by the Contractor shall carry the CE Marking which shall comply in every detail with the EC Directives as outlined above. Equipment supplied to site not carrying the relevant CE Marking shall be removed by the Contractor and replaced with properly marked equipment, at no additional cost to the Client.

28 HEALTH AND SAFETY

The Contractor shall include for the provision of all necessary safety equipment and precautions which are required by law, or, in the absence of such law, which could reasonably be required to conform with contracting practice except the Contractor has established that such provision are made by others.

All works and methods or working carried out by the Contractor shall comply with the provisions of the 2007 Building Control Act, the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2013. The Contractor shall be deemed to indemnify the Employer against all claims or liabilities arising from breach by the Contractor of such legislation.

The Contractor shall co-operate fully with the Project Supervisor appointed for the Construction Stage, and as required, to enable the Project Supervisor to comply with all regulations.

The Contractor shall examine the site and the information supplied, or information to be made available, regarding the nature and extent of the proposed work, including the available plant space allocation, so as to satisfy himself as to his responsibilities and the measures required of him to comply with the Regulation, in the execution of the works.

The Contractor shall advise the Project Supervisor of the working methods and the health and safety measures, which will be implemented by the Contractor. All costs arising in respect of these matters shall be included in the tender.

The Contractor shall be required to comply with the requirements of the current Health and Safety Legislation in the layout and configuration of plant equipment. Accordingly, the Contractor shall prepare co-ordinated services layouts, as specified elsewhere and shall ensure compliance with:

- Safe access in front of panels
- Adequate space for maintenance
- Method statement for plant removal
- Identification of services and escape routes in compliance with minimum route widths
- Identification of height restriction on service and escape routes.

29 METHOD STATEMENT

The Contractor shall provide a detailed method statement which shall give the sequence of works, type of plant, access equipment, tools and other equipment required to carry out the work. It shall also include the organisational structure of the Site Management, the site establishment set up, including office accommodation, canteen facilities, sanitary facilities, covered and uncovered storage, etc.

30 TAX CLEARANCE CERTIFICATES

It is a condition of the contract that the successful Tenderer must be able to produce for inspection a valid Tax Clearance Certificate.

31 EXTRA WORK

Extra work outside the scope of the existing Contract shall be carried out for a price to be negotiated and approved with the Engineer.

32 PAYMENT CERTIFICATES AND RETENTION

As set out in the Main Contract Preliminaries.

33 CANCELLATION

No payment shall be made to the Contractor by the Employer in respect of cancellation of any part or parts of the Contract.

34 PROTECTION

The contractor shall include for protecting all equipment installed as part of these works from damage due to building works, such as plastering and painting.

35 APPENDIX A - CIF01 & CIF02 FORMS

Mandatory BCar forms to be completed by M&E Contractors and their sub-contractors on completion.

ANCILLARY CERTIFICATE OF COMPLIANCE ON COMPLETION

Certificate signed by Sub-Contractor / Specialist Contractor

Assigned by the Builder / Main Contractor on Completion



BUILDING CONTROL AUTHORITY : _____

COMMENCEMENT/7 DAY NOTICE REF NO. : _____

To: _____ (Name of Builder/Main Contractor)

From: _____ (Name of Sub Contractor/ Specialist Contractor)

Main Contract: _____ ("the Main-Contract")

Sub-Contract: _____ ("the Sub-Contract")

Description of the Sub-Contractor / Specialist Contractor buildings or works:

This certificate relates to the buildings or works, the subject of the Sub-Contract as described above, as detailed in the attached Annex (the "Sub-Contract Works").

Without prejudice to the rights and obligations of the Builder/Main Contractor and the Sub-Contractor/Specialist Contractor under the Sub-Contract, in consideration of the payment of one euro (€1) by the Builder/Main Contractor to the Sub-Contractor/Specialist Contractor, (the receipt of which the Sub-Contractor/Specialist Contractor hereby acknowledges), the Sub-Contractor/Specialist Contractor warrants as follows:-

Sub-Contractor/Specialist Contractor's Confirmations:

1. I confirm that I am the Sub-Contractor/Specialist Contractor assigned by the Builder/Main Contractor to construct, supervise and certify the Sub-Contract Works.
2. I certify, having exercised reasonable skill, care and diligence, that the Sub-Contract Works as completed have been constructed in accordance with the plans, specifications, calculations, ancillary certificates and particulars as issued to me relevant to the Sub-Contract Works, and such other documents relevant to compliance with the requirements of the Second Schedule to the Building Regulations as shall be retained by me as outlined in the Code of Practice for Inspecting and Certifying Buildings and Works.
3. Reliant on the foregoing, I certify that the Sub-Contract Works are in compliance with the requirements of the Second Schedule to the Building Regulations insofar as they apply to the Sub-Contract Works concerned.

Signature: _____ Date: _____

(to be signed by a Principal or Director on behalf of the Sub Contractor / Specialist Contractor only)

Name: _____

Address: _____

Tel: _____ Fax: _____ E-Mail: _____

Construction Industry Register Ireland Registration No. _____

ANCILLARY CERTIFICATE OF COMPLIANCE ON COMPLETION

Certificate for Sub-Sub Contractor to Sub-Contractor / Specialist Sub-Contractor and Builder / Main Contractor

BUILDING CONTROL AUTHORITY : _____

COMMENCEMENT/7 DAY NOTICE REF NO. : _____



To: _____
(Name of Sub-Contractor/Specialist Sub-Contractor and of Builder/Main Contractor)

From: _____
(Name of Sub-Sub Contractor)

Main Contract: _____ ("the Main-Contract")

Sub-Contract: _____ ("the Sub-Contract")

Sub-Sub-Contract: _____ ("the Sub-Sub-Contract")

Description of the Sub-Sub-Contractor's buildings or works:

This certificate relates to the buildings or works, the subject of the Sub-Sub-Contract as described above, as detailed in the attached Annex (the "Sub-Sub-Contract Works").

In consideration of the payment of one euro (€1) by each of the Builder/Main Contractor and the Sub-Contractor/Specialist Sub-Contractor to the Sub-Sub-Contractor (the receipt of which the Sub-Sub-Contractor hereby acknowledges), the Sub-Sub-Contractor warrants:-

Sub-Sub-Contractor Confirmations:

1. I confirm that I am the Sub-Sub-Contractor assigned by the Sub-Contractor/Specialist Sub-Contractor to construct, supervise and certify the Sub-Sub-Contract Works.
2. I certify, having exercised reasonable skill, care and diligence, that the Sub-Sub-Contract Works as completed have been constructed in accordance with the plans, specifications, calculations, ancillary certificates and particulars as issued to me relevant to the Sub-Sub-Contract Works, and such other documents relevant to compliance with the requirements of the Second Schedule to the Building Regulations as shall be retained by me as outlined in the Code of Practice for Inspecting and Certifying Buildings and Works.
3. Reliant on the foregoing, I certify that the Sub-Sub-Contract Works are in compliance with the requirements of the Second Schedule to the Building Regulations insofar as they apply to the Sub-Sub-Contract Works concerned.

Signature: _____ Date: _____

(to be signed by a Principal or Director on behalf of the Sub-Sub-Contractor only)

Name: _____

Address: _____

Tel: _____ Fax: _____ E-Mail: _____

Construction Industry Register Ireland Registration No. _____