

MIC – Tailteann T2 Gym Preliminaries



PROJECT

A Name

Mary Immaculate College, Tailteann Building Works.

Basis of Tender

For the purpose of the above, the MEAT analysis to be applied will be as follows.

Pricing of Proposed Works 100%

B Nature of Project

The scope of works consists of the following:

The full removal of the gym floor back to the original concrete slab, including the existing underfloor heating system, then new build-up of 55mm screed on new DPM. New high impact gym floor will then be done by others. Existing storage room to be converted into an office which involves new suspended ceiling, plasterboard walls, painting and skirting. Existing wall requires breaking through for a new window and door from the cardio area side. The large door to the gym will require removal, disposal & a new door fitted. The cardio area will have the existing two individual plasterboard & metal grid ceilings removed, then a new suspended ceiling fitted across the full room.

Electrical works include the relocation of the existing distribution board from the corridor, into the new office and the removal and replacement of existing lighting.

Mechanical works include new air conditioning works, including new outdoor units, new ducting

The works are sited within Mary Immaculate College Campus Limerick within a live / populated campus within a constrained working environment. Throughout the course of the project works, M.I.C. intends to continue and carry out normal day to day academic and other activities. Contractor is to note that there will be Noise restrictions including out of hours work required. Deliveries & Waste Removal at permitted times only and to be arranged with campus management and needs to be identified in Waste Management Plan. Contractor to allow for a liaison officer in order to liaise with staff regarding any works carried out within the occupied portion of the building.

Site Access:

Contractor to allow for all costs associated with maintaining safe access to the campus during the construction works being carried out to the main entrance and main entrance road into the campus.

C Location of Site

MIC Campus, South Circular Road, Limerick.

The exact locations of the works are indicated on Quinn Architects Drawings.

D Description of Works

As noted above in Section B and as indicated on the attached drawings and scope of works prepared by the Engineers and Architect.

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A PARTIES AND CONSULTANTS

Employer	MARY IMMACULATE COLLEGE, South Circular Road, Limerick.
Architect	QUINN ARCHITECTS 12 Barrington Street, Limerick. Ireland.
Service Engineer	MOLONEY FOX CONSULTING ENGINEERS Building Services, 46 O'Connell Street, Limerick.
Health and Safety	AEGIS SAFETY MANAGEMENT Greenpark Avenue, South Circular Road, Limerick.
Quantity Surveyor	LINESIGHT Linesight House, The Red Church, Henry St, Priors Land, Limerick.

DESCRIPTION OF SITE

A **Boundaries**

The boundaries of the site are as indicated on the Architect's site location plans.

The site hoarding line shall be as indicated on Architects drawings.

B **Access**

Access to the works as indicated on site location Drawings. Please refer also to the Preliminary Health & Safety Plan Hazard assessment for health and safety.

Access is restricted in accordance with the "Restrictions on access to site" clause.

C **Position of the Works**

The position of the works are indicated on the Architect's site location plan

D **Ground Conditions**

Not Applicable

E **Services on, under or over the site**

Please refer to the Site Investigation Report which identifies the extent of site services under or over the ground which need, protecting, temporary diverting or permanently relocating, including the provision of new.

Any information regarding services on, under or over the site has been included in the Works Requirements but the Contractor is to determine the location of all existing site services by examination of existing plans and checking on site.

Protection and contingency plan for existing services are described in the "Maintenance of existing services" clause.

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A Statutory works affecting the site

Refer to Architects and Engineers drawings and details.

B Adjacent and abutting buildings

The contractor's attention is drawn to the close proximity of the existing adjacent structures which will have to be protected throughout the duration of the works; refer to existing site survey drawings for details.

C Arrangements for visiting the site

The Contractor should make arrangements for visiting the site by appointment with the Employer's Representative

DRAWINGS AND OTHER DOCUMENTS

D Drawings and Documents from which Bill is prepared

Architects Drawings: (Quinn Architect Drawings & Specifications)
Service Engineers: (Moloney Fox Consulting Engineers Reports & Drawings).
Health and Safety: (Aegis Method Statements and Specifications for Various Proposed Works). Structural Engineers: (Punch Consulting Engineers Drawings).

The drawings and documents from which the Schedule of Works is prepared are listed in the Schedule as Works Requirements and are enclosed for the tenderer's information.

E Inspection of Drawings

Other Drawings and Documents referred to may be inspected by appointment at the office of the Employer's Representative.

F Standard Method of Measurement

The Schedule of Works is generally measured in accordance with ARM 5 (November 2024). The Tenderer must be aware that this Bill of Quantities has been measured following the amendments approved by the Department of Finance. (see Appendix)

STANDARD CONDITIONS

A Form of Contract

The Form of Main Contract will be the Minor Building & Civil Engineering Works designed by the Employer Reference PW-CF5 v2.10 (16th June 2026)

B Schedule of Clause Headings

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

1. THE CONTRACT

- 1.1. Definitions
- 1.2. Interpretation
- 1.3. Inconsistencies
- 1.4. Pricing Document and Works Proposals
- 1.5. Performance Bond
- 1.6. N/A
- 1.7. Joint Ventures
- 1.8. Assignment
- 1.9. Miscellaneous

2. THE LAW

- 2.1. Law governing the Contract
- 2.2. Compliance with Legal Requirements
- 2.3. Consents
- 2.4. Project Supervisor
- 2.5. Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (Construction) Regulations 2013
- 2.6. Ethics in Public Office
- 2.7. Data Protection

3. LOSS, DAMAGE AND INJURY

- 3.1. Employer's Risks of Loss and Damage to the Works
- 3.2. Care of the Works
- 3.3. Insurance of the Works
- 3.4. Contractor's Indemnity
- 3.5. Employer's Indemnity
- 3.6. Public Liability and Employer's Liability insurances
- 3.7. Professional Indemnity Insurance
- 3.8. Existing Facilities and Use or Occupation by Employer
- 3.9. General requirements concerning insurance

4. MANAGEMENT

- 4.1. Co-operation
- 4.2. Contractor's Representative and Supervisor
- 4.3. Employer's Representative
- 4.4. Employer's Representative's communications
- 4.5. Instructions
- 4.6. Works Proposals
- 4.7. Required Contractor Submissions
- 4.8. n/a
- 4.9. Programme
- 4.10. Progress Reports
- 4.11. Notice and time for Employer's obligations
- 4.12. Documents
- 4.13. Contractor's Management
- 4.14. Communications
- 4.15. Meetings
- 4.16. Confidentiality and Secrecy

Schedule of Clause Headings (cont.)

4.17. Contractor's Things Not to be Removed

4.18. Contractor's Documents

5. CONTRACTOR'S PERSONNEL

5.1. Contractor's Personnel to carry out Contractor's Obligations

5.2. Qualifications and Competence

5.3. Pay and Conditions of Employment

5.4. Subcontractors and Specialists

5.5. Collateral Warranties

5.6. Removal of Work Persons

5.7 Weekly Labour Records

5.8 Ancillary Certificates

6. PROPERTY

6.1. Ownership of Works Items

6.2. Infringement of Property Rights

6.3. Works Requirements

6.4. Property and Rights in Contractor's Documents

7. THE SITE

7.1. Lands Made Available for the Works

7.2. Trespassers

7.3. Contractor Responsible for all Site Operations

7.4. Services for Employer's Facilities

7.5. Security and Safety of the Site and Nuisance

7.6. Other Contractors

7.7. Setting Out the Works

7.8. Archaeological Objects and Human Remains

7.9. Access and Facilities

7.10. n/a

7.11. n/a

7.12 Charges

Schedule of Clause Headings (cont.)

8. QUALITY, TESTING AND DEFECTS

- 8.1. Standards of Workmanship and Works Items
- 8.2. Quality Assurance
- 8.3. Inspection
- 8.4. Tests
- 8.5. Defects
- 8.6. Defects Period
- 8.7. Defects Certificate

9. TIME AND COMPLETION

- 9.1. Starting Date
- 9.2. Suspension
- 9.3. Delay and Extension of Time
- 9.4. Programme Contingency
- 9.5. Omissions and Reduction of Time
- 9.6. Substantial Completion
- 9.7. n/a
- 9.8. Liquidated Damages

10. CLAIMS AND ADJUSTMENTS

- 10.1. Compensation Event
- 10.2. Quantities and Description in Bill of Quantities
- 10.3. Contractor Claims
- 10.4. Proposed Instructions
- 10.5. Employer's Representative's Determination
- 10.6. Adjustments to the Contract Sum
- 10.7. Delay Cost
- 10.8. Price Variation
- 10.9. Employer's Claims

Schedule of Clause Headings (cont.)

11. PAYMENT

- 11.1. Interim Payment
- 11.2. Unfixed Works Items
- 11.3. Retention
- 11.4. Full payment
- 11.5. Final Statement
- 11.6. Time for Payment and Interest
- 11.7. Value Added Tax
- 11.8. Withholding Tax

12. TERMINATION

- 12.1. Termination on Contractor Default
- 12.2. Consequences of Default Termination
- 12.3. Suspension by the Contractor
- 12.4. Termination by the Contractor
- 12.5. Termination at Employer's Election
- 12.6. Consequences of Termination by Contractor or at Employer's Election
- 12.7. Survival
- 12.8. Payment
- 12.9. Reference to Conciliation

13. DISPUTES

- 13.1. Conciliation
- 13.2. Adjudication
- 13.3. Arbitration
- 13.4. Jurisdiction
- 13.5. Agent for Service
- 13.6. Continuing obligations

Schedule of Clause Headings (cont.)

OPTIONAL CLAUSES PV1 AND PV2

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A SCHEDULE PART 1

(Please refer to form of tender for SCHEDULE PART 1 Completed by the Employer before Tender)

Part 1 of the Schedule is attached to the Form of Tender which accompanies this Bill of Quantities and has been completed by the Employer in accordance with the Instructions to Tenderers. The Contractor shall include for all costs arising from the inclusion of Part 1 of this Schedule in the Contract.

Note Price Variation

Sub-clause 10.8 is deleted, Fixed Price Contract Required.

SCHEDULE PART 2

(Completed by the Contractor and included with Tender)

Part 2 of the Schedule is attached to the Form of Tender which accompanies this Bill of Quantities and is to be returned with the tender completed in accordance with the Instructions to Tenderers. The Contractor shall include here for all costs arising from the inclusion of Part 2 of this Schedule in the Contract.

Note: Minus or negative figures are not to be inserted with Schedule Part 2 or for any comparison purposes. Should a contractor insert a minus or negative figure, it will be deemed and counted as "0" (i.e. zero).

CLARIFICATION OF CLAUSES

A Materials and Workmanship

Where National Standards to which equipment or materials must comply are cited, goods meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned, may also be accepted.

Where reference is made in the Bill of Quantities to specific brand names, catalogue numbers or type of equipment or a specific manufacturer, offer of alternative equipment, articles or materials which have similar characteristics and provide equal performance and quality to those specified may also be considered. Any substitutions which the Contractor proposes to make in this respect must be approved by the Employer's Representative in writing before incorporation into the work.

Any approval given by the Employer's Representative in this respect shall not relieve the Contractor from his responsibility for the performance and quality of his proposed substitutions.

Materials, goods and workmanship are to be of the best quality of their respective kinds and those for which there is an Irish or British Standard or Code of Practice are to comply therewith unless otherwise stated. The Employer's Representative shall be the sole judge as to the fulfilment of these requirements.

The Contractor shall provide a copy of any relevant Code of Practice for use by the foreman on site. Preambles and descriptions of materials, goods and workmanship given in any one section or trade are to apply throughout this Bill of Quantities unless otherwise described.

B Deleterious, Hazardous or Undesirable Materials

The materials listed below shall not be used on the project either in temporary works or incorporated in the permanent works in any shape or form:-

- (a) High Alumina Cement or Concrete;
- (b) Calcium Chloride;
- (c) Asbestos products;
- (e) Materials containing fibres with a diameter of three microns or less and a length of 200 microns or less.
- (f) any other material generally considered to be deleterious at the time of use.

****Note:** *"Timber which is not obtained from a managed and regulated sustainable source" may only be added to the above list at the discretion of the Client***

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A **Unfixed Materials**

All materials shall be carefully stacked and kept neatly and tidily in a position to be pointed out to the Contractor. All sheds shall be placed in positions agreed with the Employer's Representative.

B **Value Added Tax**

The amount of VAT to be included in the final adjustment of the Contract Sum shall be calculated at the rate stated in the summary page of this Bill of Quantities or at such other rate(s) as may be properly decided by the Revenue Commissioners under the power vested in them by Value Added Tax Act 1972 but shall exclude any overpayments made or penalties incurred under the Act by the Contractor.

CONTRACTOR'S LIABILITY

C **Insurances**

The requirements for insurances are set out in Clause 11.7 of the Conditions of Contract and as listed in the Schedule, Part 1D.

EMPLOYERS LIABILITY

D **Owner Controlled Insurances**

If the Works Requirements include provision for an owner-controlled insurance programme, the Contractor shall include here for all costs in complying with those provisions, including any amendments they make.

LOCAL AUTHORITIES' FEES AND CHARGES

E **Consents**

The Contractor shall include here for all costs in connection with obtaining all Consents other than the Consents that the Works Requirements say that the Employer is to obtain.

The Contractor shall give and comply with all notices and pay all taxes, fees and charges required under Legal Requirements to be paid in connection with performing the Contract, unless the Works Requirements say otherwise.

A **Parking Meters**

Provide for paying all charges to the Local Authority arising from the Contractor's interference with parking meters.

OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER

B **Visit Site**

Tenderers are advised to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working. They shall be taken to have made themselves acquainted with the nature of the site, all existing building on or adjacent to the site and all other things insofar as they may have any connection with or affect the works.

They must take all the above matters into account when tendering and no claims for extras will be allowed in consequence of their failure to do this.

C **Restrictions on access to site**

Access to the site is described above in the "Access" clause.

Disciplinary action may be taken against any person found entering or leaving (or attempting to enter or leave) the site other than by the designated gates or entrances. If the Contractor uses a gate or gates to gain access or egress from the site, the Contractor shall be responsible for securing such gate or gates at all times throughout the Contract period.

The Contractor shall ensure that no damage is caused to the existing buildings or services due to the delivery of materials, the execution of the works or the removal of rubbish. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause.

D **Safety of Site Operation**

The Contractor will liaise with the Employer's Fire Safety Officer(s) and obtain the requisite permits noted elsewhere required for working in, adjacent to or interfering with the Employer's existing use of the building.

The Contractor shall include here for all costs in complying with Clause 2.4 "Project Supervisor" of the Conditions of Contract.

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The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all Health, Welfare and Safety Standards and Regulations whatsoever arising in connection with the works and as between the Employer and the Contractor. The Contractor shall be responsible for the health and safety of all persons employed on the site, whether under his direct control or not. The Contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor, when developing and updating the preliminary safety plan should identify any problem areas, i.e. with the time period, aspects of the design which might cause particular safety problems, hazardous materials specified in the Bill of Quantities etc. shall notify the Employer's Representative in writing of said problems. The Employer's Representative shall issue necessary instruction. The Contractor shall bear all costs arising out of his failure to give notice of foreseeable matters in this regard.

The Contractor shall include as a minimum for the following list of activities which is not exhaustive:

- provision of Safety Officers and all safety supervisors, first aiders, inspectors and certifiers required.
- provision of tests and certificates on plant and equipment.
- provision of safety signs and signals.
- provision of Personal Protective Clothing and Personal Protective Equipment
- provision and maintenance of Emergency routes and exits and designated personnel responsible for emergency procedures.
- provision of energy distribution installations in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations.
- provision of temporary fire detection and firefighting systems.
- provision and maintenance of appropriate working conditions and work stations.
- provision and maintenance of on-site traffic routes.
- provision of first aid equipment and first aid room as appropriate for the duration of the construction works and ensure that they are fully fitted out at all times
- provision of on-site training, induction courses and tool box talks.
- complying with Safe Pass Regulations.
- establishing and maintenance of a permitting system for all hazardous activities

The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Design Process to enable the preparation and completion of the Safety File.

A Overhead Lines

The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines. Whenever possible they shall either be redirected away from the area of the site or else the current shall be cut off. If this is not possible, there shall be barriers or notices as appropriate to ensure that vehicles and installations are kept away. These may include the provision of goal-post type barriers on each side of the overhead line and the non-use of scaffolding or ladders within 10 metres of the overhead line.

B Refurbishment/Alterations Work - Asbestos Products

Where the tender documents do not provide for the presence of asbestos and the Contractor encounters any material suspected of containing it work shall be immediately suspended in its vicinity and no other work shall be carried out which might expose either the Contractor's personnel or third parties to contact with the suspect material or of releasing it into the environment. The Employer's Representative shall be informed immediately and his instructions awaited. If any of the material has been disturbed, the area shall be sealed off and the advice of the Health and Safety Authority obtained on the treatment required for personnel who may have been in contact with it.

Work on asbestos containing materials shall be carried out in accordance with the appropriate legislation and regulations and with the instructions of the Health and Safety Authority.

Prior to commencing works as part of this project, a competent specialist shall be engaged by the Contractor to carry out a Pre Demolition /Refurbishment Survey to HSG 264 – The Survey Guide of all other areas of the works involving partial demolition or opening up of the building fabric. Should any materials be found to contain asbestos materials such materials are to be dealt with in accordance with the recommendations of the asbestos specialist involved.

C Testing for Radon

It is intended that a Radon Protection System is installed on this project in accordance with Building Regulations and it has been measured in the appropriate section of this Bill of Quantities.

The Contractor shall include here for the cost of testing to ensure that the level of indoor radon activity falls within the parameters specified by the Radiological Protection Institute of Ireland. Note that this testing will require a visit to site approximately three months after the building has been occupied to collect the radon gas detectors and deliver them to the specified testing laboratory. Depending on the results a subsequent visit may be necessary to activate the radon protection installation.

A **Site Supervision**

The Contractor shall ensure that there are at all times on the site sufficient suitably qualified and experienced staff to supervise all work carried out by the Contractor and to advise and assist the employer in taking possession of the works.

B **'Construction Skills Certificate Schemes'**

The Contractor shall provide for the operation of the requirements of the 'Construction Skills Certificate Schemes'.

C **Services Co-Ordinator**

The Contractor will be required to employ, and assign to the project, a suitably qualified engineer whose duties will be to co-ordinate both internally and externally the design of the mechanical, electrical, fire protection, lift and related services, and their relationship to, and integration with the building design. To this end it will be part of his duties to liaise with all parties concerned, on both the design and contracting side to ensure a satisfactory resolution of any problems regarding the integration of services into the building. The Contractor shall notify the Employer's Representative of the name of the person so appointed and his normal place of work.

D **Site Records**

Provide for the provision and keeping of all statutory records.

Provide for maintaining a full set of site records of all labour, materials and plant used on the works to the approval of the Employer's Representative *and a* Record of Visitors to site and a daily weather record, recording minimum and maximum temperature and rainfall.

E **Quality Procedure**

The Contractor shall establish and implement quality assurance procedures as required by the Works Requirements, including procedures for establishing quality assurance systems for itself and subcontractors. The Employer's Representative may monitor, spot check and audit the Contractor's quality assurance procedures.

If the Contractor / sub-contractor / Specialist operates an approved quality system a quality plan for the project must be submitted to the Employer's Representative.

If no quality system is in operation the Contractor / sub-contractor / Specialist must comply with the following minimum requirements:-

- a) Establish and implement quality assurance procedures as required by the Works Requirements.
- b) The quality assurance procedures shall be reflected in appropriate quality plans.
- c) Identify the personnel responsible for the project management, site management, safety, and for inspection and testing of the works and for the verification of such tests.

- d) Ensure that an adequate document control procedure is in place for the project which will ensure that :-
 - i) A drawing register is maintained to record details of all drawings received relating to the project including revision status and circulation record.
 - ii) All documents are date stamped and identified with the project.
 - iii) Superseded drawings are marked "Superseded" and removed from use
 - iv) All documentation is safely filed and easily retrievable.
- e) Have clear purchasing procedures which will document individual orders for all materials to be incorporated in the project. Such documentation or purchase order should incorporate the project number and date of order, the supplier's name, address and telephone number, description of materials ordered including requirements to conform to international standards and / or references to drawings or specifications. The date for delivery should also be clearly stated on the purchase order.
- f) All deliveries to site must be checked by a designated person and materials not meeting specifications to be identified, segregated where practical and details of non-confirming product and the remedial action to be taken and recorded.
- g) Provide evidence to the Employer's Representative if required of specialised training of site personnel.
- h) Provide a schedule of inspections and tests to the Employer's Representative which will list the relevant tests, the persons responsible for carrying out the tests and the personnel responsible for verifying that the tests have been carried out.
- i) The Contractor shall give to the Employer's Representative copies of all reports prepared in accordance with the Contractor's quality assurance procedures.

Ensure that all Change Orders to the Contract are authorised by the Employer's Representative and recorded.

A Freedom of Information

The Client proposes that the following information relating to this tender competition will be made available on request under the Freedom of Information Act 1997:

- (a) The name of the Contractor who is awarded the contract and the total amount of the tender.
- (b) To the unsuccessful tenderers, the reason why their tender was rejected.

You are asked to consider if any of the information supplied by you in this tender should not be disclosed because of its sensitivity, (other than that referred to at (i) above). If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The Client will consult with you about sensitive information before making a decision on any Freedom of Information request received. Please make a statement to the effect that information not identified as sensitive (in accordance with the foregoing) may be released in response to a request under the Freedom of Information Act.

B Schedule of Dilapidations

On taking possession of the existing building/s the Contractor will be required to produce immediately and submit to the Employer's Representatives a photographic record and a detailed schedule of dilapidations internally and externally on the existing building/s. The agreed schedule will be held as a record on the condition of the existing building/s when possession was granted.

C Restrictions on use of the site

****List any special restrictions within the site****

The Contractor shall confine his activities to the work included in the Contract and shall not allow his men to trespass onto other parts of the site or onto adjacent lands unless in direct execution of work included in this Contract. In the event of any claims arising due to failure to comply with this Clause, the Contractor shall be held entirely responsible and shall pay any cost in connection therewith.

The Contractor's staff will not be permitted to use the Employer's existing catering, toilet or storage facilities.

****Delete as appropriate****

D Damage to Adjoining Property

The Contractor will be held responsible for any damage to adjoining property and any other properties adjacent to the site, which may be caused by the execution of the works and he is to provide any necessary protection for this purpose and remove same when no longer required and make good any damage at his own expense. He is to indemnify the employer in respect of any claim for disturbance or damage arising out of the foregoing.

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A **Limitations on working space**

Storage space for materials shall be confined to areas immediately adjacent, as far as practicable, to where they will ultimately be used. No materials, site huts, etc. shall be placed in a position which is likely to interfere with the progress of the works.

B **Limitations on working hours**

Works to commence in May 2026 and the Contractor to allow for all liaising with staff regarding working hours, access to the building and sequencing of the works.

C **Use of materials found on site**

Materials found by the Contractor on or adjacent to the site are not to be incorporated in the works without the prior written approval of the Employer's Representative.

D **Disposal of materials found on site**

Materials found on site shall be disposed of in accordance with the instruction of the Employer's Representative.

E **Waste Management**

The Contractor is required to comply with all waste management statutory requirements.

F **Hoardings**

The Contractor is required to provide such hoardings or other methods of protection as are necessary. Such hoardings shall be painted on the public side as necessary and maintained in a safe and proper manner.

G **Fences**

Provide and maintain all protective fencing in accordance with the works requirements as required.

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A Screens

Provide and maintain all necessary dustproof and weatherproof screens where new buildings adjoin the existing buildings as required throughout the duration of the Contract.

Provide and maintain all temporary screens and construct in accordance with the Architects details/specification in the Works Requirements. The temporary screens shall be located where indicated, removed and re-erected as required.

B Acoustic Screens

Provide and maintain all acoustic screens and construct in accordance with the Architects details/specification in the Works Requirements.

C Temporary roofs

Not Applicable.

D Temporary name boards

Name board required – Minimum size 2.0 x 3.0m high including posts and fixing in position complete (details to be advised).

E Advertising rights

No signage other than that approved by the Employer's Representative shall be erected on the site.

F Maintenance and protection of existing services

The Contractor shall do everything necessary to avoid damage to any services and structures on, under or above the ground which are manifestly put at risk by the execution of the works.

Protect, uphold and maintain all overground and underground services of statutory authorities, utility providers or private owners and all pipes, ducts, walls, underground or overhead cables, etc. encountered during the execution of the works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith to the satisfaction of the Employer, Employer's Representatives, Statutory Authorities, Service Providers or Private Owners.

The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact the Electricity Supply Board, Bord Gais, Telecom Eireann, Cablelink and Limerick Corporation/Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and watermains in advance of any excavation or opening up work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged.

The contingency plan must be approved in advance by the Employer's Representative and will include the names and contact numbers to effect an immediate response to restore and maintain services. The Contractor will advise the relevant bodies in advance of commencing excavation or opening up work of the dates on which such services may be risk. Where deemed necessary the Services Engineer or relevant authority a representative or emergency crew as appropriate will be in attendance where any particular service is at risk.

The location of the Contractor's compound area is shown on Architects Drawings.

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A Order of execution and completion of the Works

The Contractor will be required to agree with the Employer's Representative dates for the starting and completion of any work.

B Maintenance of temperature and humidity levels

Provide for all necessary equipment, fuel and attendance for controlling and maintaining the specific temperature and humidity of the works as and when required.

C Use of permanent heating installation

Not Applicable.

D Temporary accommodation and facilities for Employer

Contractor to have available for Site Meetings suitable temporary accommodation with adequate table area, chairs, heating, lighting and attendance as necessary. Contractor is to provide a separate suitable meeting room for minimum 12 people with adequate facilities as listed above for the sole use of the Employer.

A Office for Resident Engineer/Clerk of Works

The Contractor shall provide suitable temporary office accommodation for the sole use of the Resident Architect and separate office for Resident Engineer/Clerk of Works. This office/These offices shall have adequate heating, lighting, power and a temporary telephone connection and extension and fax connections and equipment, and be furnished with suitable tables, chairs, drawers and drawing racks. Both offices shall have a computer suitable for (give reference to technical spec. and software required) and A3 printer / plotter. The office/s shall be secure and capable of being locked when not occupied.

B Telephone and fax for use of the Employer

The Contractor shall include for the cost of all calls made on behalf of the Employer.

C Parking facilities for Employer and Design Team

The Contractor shall provide a suitable area of hardstanding adjacent to the works and site huts for the parking of Employers and Design Team cars. Suitable temporary roads shall be provided from the entrance to the site to the hardstanding carpark and these shall be suitably signposted. On completion of the contract all roads and hardstandings shall be removed as required and areas disturbed made good. No parking whatsoever shall be permitted on the public highway.

D Employment of Labour

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

E Local Labour

Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work, be recruited from the local offices of FAS or other such agency to the extent that the total labour requirement of the contract exceeds the Contractor's core workforce.

F Industrial Relations

The Contractor shall be responsible for ensuring a good industrial relations climate on site. He shall not hire any labour directly at the site.

In the event of a dispute arising, the Contractor shall take all precautions to avoid a strike situation and in the event of a strike taking place shall ensure that the employers premises are not picketed.

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Preliminaries



A **Rights of Search**

The issue of a Site Pass, I.D. Badge, "Gate Pass" or vehicle pass is conditional upon acceptance by the Contractor, his employees, sub-contractors, Specialists, vendors and visitors of the Employer's, right to search in the course of security checks both vehicles and persons.

B **Rights to refuse admission**

The Employer and Employer's Representative reserves the right to refuse admittance to the site or evict therefore any person found to be under the influence of intoxicating liquor or drugs.

No intoxicating liquor or drugs shall be brought onto the site or accepted from any person on site.

C **Use of radio by Contractor**

The Contractor may with the prior approval of the Employer's Representative, use a proper licensed radio for communications on or off the site. He must pay all charges and expenses in connection therewith.

D **Car parking by Contractor's employees**

Car parking by contractors employees are to be kept within site compound, public access is also to be maintained along Summerville avenue.

E **Setting out the Works**

All instrument work in setting out to be done by personnel experienced and practised in this work. If these are not members of the Main Contractor's own staff, they must be members of a properly established surveying firm, with the necessary qualifications to carry out the whole of the work in an expert manner. The Contractor will be wholly responsible to the Employer for any errors in the work and meet all costs arising therefrom.

The Main Contractor will be held fully responsible for checking all sub-contractors and Specialists setting out and satisfying himself as to its correctness. The Tender is deemed to include any costs arising from the Main Contractor's failure to comply with the foregoing as no claim for extra payment or extension of time to the Contract period will be admissible.

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A **Protection of work**

The Contractor is to case up and protect the work done by other tradesmen and be responsible for and make good or pay for the making good of any work which may suffer from want of such casing and protection. Cover up and protect from all injury all precast, stone, wood and ornamental work. Case up all joinery mouldings.

B **Submission of Samples**

If requested by the Employer's Representative, samples of all materials proposed to be used for the works shall be submitted to him, together with the name and address of the supplier and such information, instructions and directions as the supplier has issued. Samples shall then be subject to the Employer's Representative's approval prior to the delivery of the materials to the site. All materials delivered to and used upon the works must be at least equal in quality to the same, and the Contractor shall ensure that he complies with all manufacturer's instructions and recommendation. Any materials condemned by the Employer's Representative as unfit for use in the works shall be immediately removed from the site at the Contractor's expense.

The Contractor shall include here for supplying and erecting the samples requested in the Works Requirements.

Such samples shall not form part of the permanent works.

All materials and prefabricated items shall be manufactured and tested in accordance with the specified requirements. When evidence of conformance depends solely on inspections and tests performed by a sub-contractor, Specialist, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.

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

Where appropriate, all materials and prefabricated items delivered to the site shall bear the Manufacturer's name, brand name, or any other data that may be required to verify the exact nature of the material or item and relate it to the specified requirements.

Where applicable, materials and prefabricated items shall be obtained from Suppliers and Manufacturers who have been assessed by an independent certification authority accredited by the National Accreditation Council for Certification Bodies.

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

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

Works test certificates shall include, whenever applicable, the location in the works of the delivery or batch which the sample represents.

A **Standard Tests**

The Contractor shall make such standard tests of concrete, blockwork, mortar, steelwork and other materials as set out in the Works Requirements or as the Employer's Representative or Engineer may direct.

The cost of all on and off site tests, all testing fees and charges and any apparatus required, or the use of such shall be borne by the Contractor. The Contractor shall also bear the cost of forming concrete test cubes and transporting the cubes for testing.

B **Archaeology**

Archaeology has been assessed and the risk is allocated in Schedule Part 1K.

C **Temporary Works**

The Contractor shall be solely responsible for designing and carrying out all necessary temporary works, including falsework, earthwork support, temporary sheet steel piling and for taking all necessary steps to ensure the continuous stability for the duration of the contract of the existing buildings, of their remaining sections, of neighbouring structures, footpaths, roads and lands and of all new work under construction including both in-situ and precast concrete, steelwork and masonry.

A Chartered Engineer, or other suitably experienced and qualified person as approved by the Engineer, shall on behalf of the Contractor carry out a detailed structural survey and appraisal of the existing buildings, including buildings on adjoining sites as may be necessary, and shall design and prepare detailed drawings for all the temporary works in accordance with the recommendations of the relevant British Standards. These proposals shall incorporate any and all amounts of temporary works indicated on the Architect's or Engineer's drawings but such temporary works shall not be assumed by the Contractor to be sufficient in themselves for any purpose.

Work near/in existing buildings, near adjacent buildings, roadways or pavements and excavations for foundations adjacent to existing buildings, roadways or pavements shall be carried out in such a manner as will not endanger these existing buildings, roadways or pavements.

The Contractor's attention is drawn to the fact that he must comply with all Safety, Health and Welfare at Work Acts and Regulations in relation to temporary works, scaffolding etc.

The Contractor, who is responsible for providing the specified materials and the required standard of workmanship and who has responsibility to decide his own detailed method of construction and to maintain stability of the building while it is under his control, must recognise the need to employ properly qualified and experienced supervisors on site. (The Contractor's attention is drawn to the publication "Stability of Buildings" by the Institution of Structural Engineers - in particular to the section "Construction Stage" and to the Appendix). On complex structures or in circumstances where a full understanding of engineering principles is required to execute the work safely, the Contractor shall employ a chartered engineer to direct and supervise the construction.

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A **Dayworks**

Where work is to be performed on a daywork basis then original vouchers giving the fullest particulars of hours worked, names of work persons, category of work persons (as stated in the Schedule, part 2E) together with rates of wages, paid, description of work executed, materials and plant used in the items up to Friday, shall be delivered to the Employer's Representative before the following Friday.

All sheets are to be signed by the Contractor's Representative or Contractor's Supervisor and the Employer's Representative. Such signatures are only to be taken as certifying that the time, materials and plant are correct and shall not be held to justify a claim that the work shall be so charged or that it cannot be measured and priced according to the terms of the Contract.

B **Tax Clearance Certificate**

Prior to the award of any contract or subcontract, the Contractor, sub-contractor or Specialist under consideration will be required to produce a Tax Clearance Certificate.

C **Tower Crane Location**

Should the Contractor choose to use a tower crane it shall be located in the location described as the allowable location for tower crane on Architects Health and safety Drawing. The Contractor shall allow here for all costs associated with this restriction.

D **Temporary Hoists**

Should the Contractor choose to use a temporary hoist or hoists it/they shall be located in location(s) to be agreed with the Employer's Representative.

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A **Effluents or Waste**

The Contractor shall ensure that any effluent or waste from the works shall not be discharged into ponds, drains and sewers unless permitted by the Local Authority and Employer.

The Contractor shall at all times protect and safeguard excavations, holes, openings and the like and any other hazards caused by the carrying out of the Contract Works.

B **Site Transport**

The Contractor shall ensure that his tracked vehicles or cranes do not travel on finished roads or in the planted areas without the written permission of the Employer's Representative, and only with use of timber mats or other approved precautions to prevent damage to the roads.

The parking of Contractor's employees' cars shall be in accordance with the Employers requirements and as shown on the site layout drawings. Parking on any roadways is prohibited.

TENDERING DETAILS

C **Expense of preparing Tender**

Contractors will not be remunerated for any trouble or expense they may incur in making up their Tenders.

D **Bid Bond**

Not Applicable

E **Parent Company Guarantee**

If the Employer has decided that a Parent Company Guarantee is required from the tenderer this will be stated in the "Instructions to Tenderers". The Parent Company Guarantee shall be in the form included in the Works Requirements. In such a case, failure to provide the requested guarantee with the tender will result in the tender not being accepted. The tenderer shall be deemed to have included for all costs and charges in connection therewith.

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Preliminaries



A **Comparative Cost of Tender**

The Employer does not bind himself to accept the lowest or any Tender.

Please refer to schedule 1 of Form of tender: For purposes of comparing tenders under the following headings will be used for each tender:-

- delay days
- hours for crafts persons
- hours for apprentices
- hours for general operatives
- estimate for materials
- estimate for plant

The rates to be applied to the above shall be the rates submitted by the Tenderer in Schedule Part 2E.

B **Pricing the Bill of Quantities / Schedule of Works**

This Bill of Quantities must be returned priced in ink. If any items are not priced, they will be deemed to be spread over and included in the prices generally. A tender in any other format (e.g. computerised printouts or tenders on computer disks) will not be accepted.

Descriptive sizes are given in the nearest metric to correspond with present available imperial sizes. No extra resulting from slight changes in sizes when metric equivalents are manufactured will be allowed.

C **Tender Qualifications**

The Tenders shall be strictly in accordance with the Bills of Quantities, Drawings, Contractor's obligations pursuant to the Conditions of Contract and shall not be qualified in any way. Any such qualification may result in the Tender not being considered.

D **Work to be Performed**

The Contractor shall furnish all labour, materials and equipment, tools, construction plant and supervision to perform the work in accordance with and described in the Specifications and Drawings referred to herein, and as subsequently amended or revised.

The Contractor shall include in the Contract Price for all consumable construction materials.

The Contractor shall be held to have satisfied himself by careful examination of the drawing and specification and of the site as to the amount of work to be carried out to enable the works to function satisfactorily. This shall include all items reasonable and obviously referred to as necessary though not implied in the Drawings and Specifications and the contract is for completely finished work strictly in accordance with the true content and meaning of the Drawings and Specifications and no payment beyond the Contract Sum will be allowed in consequence of the Contractor having failed to properly acquaint himself with the site, drawings and specifications.

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A **Provide Everything Necessary**

The Contractor shall provide everything necessary for the proper execution of the Contract according to the true intent and meaning of the documents. Whether same may or may not be particularly described, provided same is reasonably inferred therefrom.

B **Lump sum additions or deductions to arrive at Tender**

If the Contractor to arrive at the amount of his Tender shall have added to or deducted from the total of the items in the Breakdown of Tender any sum either as a percentage or otherwise a similar percentage of proportionate sum shall be added to or deducted from the amount of variations.

SUPPLIED BY THE EMPLOYER

C **Water for the works**

Not Applicable – By Contractor

D **Electricity for the works**

Not Applicable – By Contractor

IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR

Maintaining temporary works, adapting, clearing away and making good together with notices and fees to Statutory Authorities, Public Undertakings or Public or Private Utility Providers related to the items shall be deemed to be included with the following items:

E **Plant, Tools and Vehicles**

Provide all necessary mechanical and non-mechanical plant, tools and vehicles necessary for the proper execution and completion of the work.

- a) bringing to site, installing and removing on completion
- b) maintaining on site for the duration of the works

A Scaffolding

Provide all necessary scaffolding for the proper execution and completion of the works.

- a) bringing to site, erecting and removing on completion
- b) maintaining on site for the duration of the works
- c) extreme care in scaffold being in close proximity to the entire building

If the Contractor should strike any of this scaffolding before ascertaining whether it is required by a sub-contractor, Specialist or Statutory Authority, Public Undertaking or Public or Private Utility Provider, he must re-erect it, if so, required at his own expense.

The scaffolding must be the subject of detailed provisions of the Construction Safety Plan.

B Site Administration

Provide for all on and off site management and administration including cost of Foreman and Site Agent Contractor's Representative and Contractor's Supervisor in charge (referred to in Clause 4.2 of the Conditions of Contract)

C Site Security

Provide for safeguarding the works, materials and plant against damage and theft including providing all necessary watching and lighting for the security of the works and the protection of the public. Provide shelter and heat for any watchmen so required.

The Contractor is to provide for clearly identifying the site perimeters and surroundings for the full duration of the works.

The Contractor shall make provisions for protection of the public from site operations and arrangements for protection of third parties and visitors to the site in accordance with all statutory requirements.

D Contractor's Compound

Arrangements for the Contractors Compounds and position for same are to be agreed with the Employer's Representative.

E Transport for Workpeople

Provide for all necessary transport for work people including those of sub-contractors, Specialists to and from site including compliance with Road Traffic Acts and other regulations in this regard, payment of all fees, charges and the like.

A Protection of the Works against inclement weather

Provide for carefully covering up and protecting the works, or any adjoining property exposed by the works, at all times from inclement weather.

B Water for the Works

Provide clean, fresh water for use on the works, pay all charges in connection therewith, provide all temporary storage, plumbing services, pipes, connections, taps, hoses, valves, stand pipes etc. and clean away and make good on completion.

C Lighting and power for the Works

The Contractor shall provide electricity for use on the works and pay all charges in connection therewith. The Contractor shall provide all artificial lighting and power for the works, provide for distribution about the site and all temporary connections, leads, fittings, etc. and clear away and make good on completion. The lighting shall be to the standard stated by the Health and Safety Project Supervisor Construction Stage.

The Contractor shall include for a 3-phase electricity 380/220 V. power supply if this is required either for his own work or for work to be executed by sub-contractors and Specialists. It shall be the Contractor's responsibility to ascertain the level of supply required by all sub-contractors and Specialists and to have this available prior to their commencing work on site.

D Temporary roads, hardstandings, crossings, etc.

The Contractor shall provide all necessary temporary roads, tracks, hardstandings and the like, and hack up and make good on completion. The Contractor shall erect a secure fence with gate around the site compound. All temporary roads and hardstandings shall be suitably sign posted. On completion the temporary roads, tracks, hardstandings and security fence shall be removed as required and areas disturbed made good.

The Contractor shall examine the nature and levels of the area designated for the site compound(s). If he considers that levels need raising or lowering for his purposes, he shall include the cost of so doing in the tender, such cost to include reinstatement to the original levels, including top soiling and grassing, on completion to the satisfaction of the Employer's Representative.

A Temporary accommodation for use of the Contractor

Provide and maintain toilet facilities, washing facilities, drying room and canteen(s) for the Contractor's staff including those of his sub-contractors and Specialists and watertight sheds for the storage of his materials, tools and tackle, including suitable and separate storage for dangerous materials or substances, in positions to be agreed with the Health and Safety Project Supervisor Construction Stage. Alter, shift and adapt same as necessary from time to time. Maintain in a clean and tidy condition at all times. Provide and maintain temporary office accommodation.

Welfare facilities for workpeople shall be in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations.

Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.

B Temporary Accommodation for sub-contractors and Specialists

The Main Contractor shall provide free of charge to the sub-contractors and Specialists a limited area for use in the storage of its materials, plant and for the location of any temporary site office that are essential to the sub-contractors and Specialists including suitable and separate storage for dangerous materials or substances. The sub-contractors and Specialists will be responsible for the maintenance of these areas and for their security and for the materials, plant and any other items therein.

C Site Meetings

The successful tenderer will be required to attend regular co-ordination meetings with sub-contractors, Specialists and the Consultants to ensure the proper co-ordination, sequencing and quality of the work.

D Temporary telephone for use of the Contractor

Provide and maintain a telephone service to the site office for use by the Contractor's personnel and for the full period of the works. Pay all charges and expenses in connection therewith.

E Traffic regulations

Provide for complying with all regulations laid down by the Garda Síochána and for liaising with the local Garda Station and Local Authority in relation to all works, on or adjacent to the Public Roadway.

F Building Regulations

The Contractor shall be responsible for the serving of and compliance with all notices and the like required under the Building Control Act 1990 and the current Building Regulations in connection with the execution of the works.

The Contractor shall comply with all Building Regulations over which he has control. The Contractor shall at Substantial Completion provide written confirmation signed by a Director of his company that he has so complied.

A **Electrical Subsystems Certification**

All electrical subsystems shall be certified as having been carried out in compliance with the requirements of the ETCI Wiring Regulations.

Copies of the ETCI Subsystems certificates, accompanied by the relevant test results, shall be included with the ETCI Completion Certificate in the Health and Safety File for the project.

In the event of the Contractor failing to secure Subsystem certificates for all items of equipment then the Contractor shall be liable for the cost of having the systems tested, remedied as necessary and certified. The tender figure shall be deemed to include for all costs incurred by the Contractor in providing the appropriate documentation.

B **Fire Certification and Marking**

The Contractor shall, immediately prior to Substantial Completion, certify that the construction work carried out on the contract by him and his sub-contractors has been carried out in such a way as to ensure that the integrity of the fire zones within the building has been maintained and that all fire barriers, control elements, coatings and alarm systems have been provided and installed in compliance with the relevant Standards.

All fire resistant coatings such as intumescent paints shall be clearly identified with an engraved plate identifying the designed fire rating and specifying that no paint or other decorative coatings shall be applied to the coating without the prior agreement of the person with maintenance responsibility for the building. The plates' locations shall be instructed by the Employer's Representative.

All fire rated doorsets with non-metallic leaves shall be permanently identified in accordance with the requirements of BS 8214:1990 identifying the period of fire resistance, the manufacturer's name and address, the year of manufacture and other pertinent details. These details shall be engraved on a metal plate, fire resistant to 800C, which shall be fixed to the hinge stile of the door leaf near the top edge and shall be clearly legible. Every fire door (i.e. the complete fire door assembly) shall be supported by a fire test report from an accredited laboratory (see Technical Guidance Document D of the Building Regs) which indicates that the complete assembly will meet the required performance.

C **Safety, health and welfare of workpeople**

The Contractor shall include for complying with all Safety, Health and Welfare at Work Acts and Regulations.

The Contractors obligations in complying with all Safety, Health and Welfare at Work (Construction) Regulations is set out in the "Safety of Site Operations" clause above.

The provision and maintenance of office accommodation, toilet facilities, washing facilities, drying room and canteen(s) is described in the "Temporary accommodation for use of the Contractor" clause above and the "Eating" clause below.

The Contractors obligations regarding temporary works is set out in the "Temporary Works" clause above.

A **Eating**

Provide a mess room for the Contractor's own workpeople (including those of his sub-contractors and Specialists) and provide adequate tables, chairs and cooking equipment. Provide also adequate clothes drying facilities. Keep the mess room in a clean and sanitary condition at all times and provide all consumables necessary for its proper functioning.

All messing facilities are to be confined strictly within temporary mess rooms provided specifically for that purpose by the Contractor. No eating will be permitted on other areas of the site, within buildings or any area adjacent to the site.

B **Disbursements arising from the employment of workpeople**

Provide for all costs in respect of all workpeople in complying with all relevant employment legislation.

C **Maintenance of public and private roads**

Maintain and keep clean all public and private road (including temporary roads), footpaths, kerbs, etc. and keep the approaches to the site clear of mud. The Contractor is to make good any damage caused by his own or any sub-contractor's or Supplier's transport at his own expense and pay all costs and charges in connection therewith.

The Contractor shall clean by brushing and hosing all walkways and roadways used by his crews and vehicles (or those of sub-contractors or Specialists) at least once per day and/or as often as necessary to keep the roadways free of dirt, dust and mud. The Contractor will supply his own hoses and connections to water supply points approved by the Local Authority/Employer.

The Contractor shall provide a wheel wash facility near the exit to the public highway, maintain for the contract duration, remove and make good on completion.

The Contractor shall ensure that no damage is caused to the existing roads due to the delivery of materials, the execution of works, or the removal of rubbish. All vehicles entering or leaving the site carrying loads which constitute a potential dust or dirt nuisance such as aggregate, sand, gravel, soil or the like shall be secured so that no materials shall leave the vehicle.

The Contractor shall be responsible for keeping all highways adjacent to the job site free from mud droppings or other materials which are due to his own and all other operations and safeguard the Employer from any liability resulting therefrom. The Contractor is expected to take reasonable care to ensure that all vehicles entering and leaving the jobsite are free of mud on the wheels or tracks, and the loads are secure.

In the event of fouling of any roads due to any operations, he will be expected to clean them expeditiously at his own expense to the satisfaction of the Employer's Representative and/or Employer. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause.

A **Removal of rubbish, etc.**

The Contractor shall keep the site clean and tidy and make arrangements for the regular removal from the site of all rubbish, protective casings and coverings etc. arising from his own or any of his sub-contractors and Specialist's operations both as it accumulates from time to time and on completion.

Covered skips are to be used at all times on site to prevent debris being scattered around the site/estate.

B **Clearing up and making good on completion**

The Contractor will be required to clear away any builders rubble, debris or waste upon completion of the contract works, and make good and reinstate to their original condition any areas disturbed during the course of construction.

Provide for clearing the building on completion, inside and out, removing stains and touching up paintwork and polished work, washing all floors and glass and leaving the whole of the works clean and fit for immediate occupation to the satisfaction of the Employer's Representative.

C **Drying the Works**

Provide for all necessary equipment, fuel and attendance for drying the works as and when required.

D **Temporary fencing etc.**

Provide and maintain all necessary temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection, and protection of openings, safety nets and similar items for the proper execution of the works, for the protection of the public, and for meeting the requirements of any local or other authority and alter, shift and adapt from time to time as necessary.

E **Control of noise, pollution and compliance with statutory obligations**

The Contractor shall comply with all statutory regulations governing the control of noise and pollution.

The Contractor is obliged to comply with the British Standard 5228 Noise Control on construction and open sites Part 1. Code of Practice for basic information and procedures for noise control.

The Contractor is obliged to comply with BS 6187 Code of Practice for Demolition.

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A **Fire Alarms**

See Preliminary Health and Safety Plan if Required.

B **Record Drawings**

The tender sum will include for the provision of record drawings and manuals as specified to the approval of the Employer's Representative. Should the Contractor refuse or neglect to provide the record drawings and manuals the Employer may employ and pay other persons to provide such drawings and manuals and all costs incurred in connection therewith shall be recoverable from the Contractor or may be deducted from any money due or to become due to him, irrespective of the Contractor's tender price for same.

BOND

C **Performance Guarantee Bond**

A performance bond is required.

The amount of the performance bond shall be 10% of the initial Contract Sum up to certification of Substantial Completion of the Works, and 5% of the initial Contract Sum for the subsequent period (noted as 450 days) stated in the form of bond in the Works Requirements.

The Contractor will not be allowed to commence on site until the original Bond as issued and signed (sealed) by the Surety is produced. A copy of the bond or a faxed copy or a letter will not be accepted.

The tenderer shall include the amount for the Bond in the appropriate space on the Summary Page.

D **Protection**

Provide for protecting the completed works from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective casings or the like (including those required for each different floor covering) sufficient to leave the works clean, undamaged and fit for immediate occupation to the satisfaction of the Employer's Representative.

ADDITIONAL WORKS ITEMS

E **Works Requirements Additional Items**

The contractor is to include all costs associated with the attached list of "Works Requirement Additional Items", in particular Points 1 to 17 inclusive

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