

PRELIMINARIES OF WORKS TO BE CARRIED OUT

FOR

RECONFIGURATION WORKS

AT

ST JOHN OF GOD SCHOOL, ISLANDBRIDGE

FOR

FRAN HYLAND, PRINCIPAL

**ST. JOHN OF GOD SCHOOL, ISLANDBRIDGE, DUBLIN 8, D08P89W –
ROLL NO. 19151C**

JOB REF:
DATE:

25-26
05th AUGUST 2026

PRELIMINARIES

PRELIMINARY PARTICULARS

DESCRIPTION OF WORKS

The work consists of external site works to existing at an educational facility.

NAMES OF PARTIES

<u>Employer</u>	Fran Hyland Principal St John of God School Islandbridge Dublin 8
<u>Architect</u>	Nicholas Mernagh MRIAI Mullanour Wexford
<u>PSDP Safety Co-ordinator</u>	Nicholas Mernagh MRIAI Mullanour Wexford

Project Particulars and general conditions

Generally

CONTRACT FORM, TYPE AND CONDITIONS OF CONTRACT

Conditions of Contract

1. The Conditions of contract are the current edition of the Short Public Works Contract
2. The successful contractor shall execute an agreement with the Employer in the Form of the Articles of Agreement exhibited to tenders as detailed in the Public Works Contract Form. The contract will be signed under seal.
3. Government Contract Committee standard Model Forms Numbered 1 to 19 will be used where applicable refer to Department of Finance for model forms
4. The Contractor is deemed to have included for all costs applicable with executing the works in accordance with the proposed 'Short Public Works Contract' and all associated Clauses, Conditions, Works Requirements etc. as required to complete the works

CONTRACTORS LIABILITY

Particular Insurance Requirements

1. Public Liability insurance for a minimum limit of indemnity of: see schedule
2. Employers liability insurance for a minimum limit of indemnity of: see schedule
3. Professional indemnity insurance for a minimum limit of indemnity of: Not Applicable
4. The Contractor shall secure prior to commencement and maintain for the duration of the Contract or up to Substantial Completion or the making good of defects at Final Completion as the case may be, all of the insurance to be provided by virtue of his obligation under the Conditions of Contract and to values not less than those designed.
5. The Contractor shall submit evidence to the Employer in accordance with the provisions of the Contract that the required Insurance are in effect prior to commencement of the works
6. The Contractor shall cover for loss due to malicious damage in the scope of the All Risks Insurance required in the Conditions of Contract

OBLIGATIONS & RESTRICTIONS IMPOSED BY THE EMPLOYER

General Obligations

1. The Contractor should allow any costs associated with complying with the proposed conditions of contract.
2. The Contractor shall secure execution of a collateral warranty from the professional mechanical, electrical, roofing, rooflight specialist etc.

Access to and Possession or use of the site

1. Existing vehicular and pedestrian entrance to site is suggested site access point for construction works. Contractor to note that access will be shared with the school
2. No construction or construction related traffic is permitted to park anywhere on the school grounds (this includes the Contractor, Subcontractors, and their employees)
3. Suggested location for site compound shown on architect's drawing, to be agreed. Contractors to satisfy themselves as to the suitability of existing surfaces to accommodate building access

5. Provide for keeping the existing site roads, paved areas, paths and laneway free and safe for the Employers at all times; the Contractor's use of existing site roads will be permitted but these must not be obstructed and must be cleared as requested
6. Provide for performing the work in such a manner as to cause the minimum interference with the occupants and normal routine of adjoining occupiers during the execution of the work. Access should be kept free at all times for travelling public, visitors and school personnel and students throughout the academic year
7. The site must not be used for any purpose other than carrying out the works
8. Provide for cleaning up Public Roads and the access to the site on a daily basis
9. Provide for wheel washing facilities and general washing down all plant, trucks, machinery etc prior to exiting the confines of the site; to ensure that no dust, excavated material, construction materials etc are deposited on public roads outside the site boundary
10. Any spillage of excavated material, concrete or otherwise on the public roadway, driveways shall be removed immediately
11. A programme of SITE CLEANLINESS shall be instituted by the Contractor and shall apply to all nominated and domestic sub-contractors and suppliers.

Limitations of working hours

1. Provide for liaising with the employer to arrange suitable time for carrying out alteration works the existing buildings.

Limitations of working space

1. The contractor shall confine his operations within the limitations of the site area as shown on the Architects drawings
2. The existing school will be fully functional and tenderers shall take due cognisance of all associated Health and Safety, phasing and good practice issues associated with operating in a live facility.

The use or disposal of any materials found on site

1. No useful material which may be found in the works shall be removed from the site, nor become the property of the contractor, nor be used in the works except upon the expressed instructions of the Architect in which case the quantity used, if any, shall be measured and valued by the Architect and such value deducted from the Contract Sum.

Phasing of the Works

1. One Phase, all connections and works in existing building to be carried out out-of school hours by prior arrangement.
Note: full operation of school to be maintained during the works.

Temporary Name Boards and Advertising Rights

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

Maintenance of Existing Live Services

1. Provide for protecting and maintaining all services on or over the site
2. Contractor to note the locations of all existing live services and all other services. These are to be protected, disconnected and reinstated as required.
3. Contractor to note the locations of flues and vents which are to be protected and pertained throughout the Works

Maintenance of specific temperature and humidity levels

1. Provide for the maintenance of specific temperatures and humidity levels necessary for the proper installation of goods or application of finishes and to dry out the building

Programme of Works

1. The Contractor will be required to submit an approved programme for the whole works to the Architect with their tender submission. The programme will be updated and revised by the Contractor as and when required by the Architect and as stipulated in the contract. The contractor must include in his programme all sub-contractors work. The programme should also include dates for the hand over of O&M Manuals to the Client as this activity forms part of the contract work

Contractors use of Permanent Heating System, where relevant

1. When the permanent heating installation is complete, tested and ready for operation, the Architect may grant to the Contractor to make arrangements with the Heating Sub-contractor for the use of the permanent heating installation to dry and control the humidity of the works; the contractor shall meet all costs in connection with the use of the permanent heating installation for such purposes including insurance, fuel supplied and current consumed and shall accept liability for damage, disturbance, wear and tear however arising from such use, and the maintenance, reinstatement and making good to the satisfaction of the architect; should the contractor elect to use the permanent installation for the purpose described above this shall not affect nor diminish his responsibility to maintain suitable temperature and humidity levels

GENERAL FACILITIES AND OBLIGATIONS

Supervision and co-ordination of the Works

1. Provide sufficient and competent staff for all on and off site supervision and co-ordination for the proper execution of the Works

Items for Convenient of Pricing

Plant Tools and Vehicles

1. Provide all plant, tools, vehicles, moulds, profiles and other apparatus for the use of domestic trades for the proper execution of the works
2. Bringing to site and removing on completion
3. Maintaining on site for the duration of the works

Scaffolding

1. Provide and maintain all general scaffolding for the works.

Site Administration and Security

1. Allow for all on and off site management costs INCLUDING THE COST OF AN AUTHORISED AGENT, SERVICES CO-ORDINATOR AND EXPERIENCED GENERAL FOREPERSON' Site Administration to include keeping of statutory records
2. Allow for holding site meetings when required by the Architect; attend site meetings and arrange for attendance of Sub-Contractors when required
3. Provide all watching, protective lighting, barriers, 3.0m high timber hoarding, fencing, lockable gates and everything else necessary to safeguard the works and existing school premises (including materials and plant) against damage and theft
4. Allow for providing the Architect a projected final account at the end of each calendar month, including all associated measurements and back-up information.

Transport for workpeople

1. Provide all necessary transport to and from site as required

Protecting the Works from Inclement Weather

1. Provide for covering and protecting the works and materials as necessary against inclement weather and for making good any damage occasioned Item Water for the Works
2. Provide clean water for the Works including the works of all Sub-Contractors, from temporary connections, provide services for distribution about the site and storage and pay all fees and charges in connection therewith.

Lighting and Power for the Works

1. Provide all necessary temporary lighting and electric power required for the Works including the works of all Sub-Contractors and install all temporary wiring for distribution about the site, fittings, meters, etc. and defray the cost of all current consumed and pay all fees and charges in connection therewith.

Temporary lighting for the Works

1. Temporary lighting for the whole of the works
2. Single phase power supply
3. Three phase power supply.

Temporary Walkways, Hardstandings, Crossings etc.

1. Provide and maintain temporary walkways, hoardings, platforms etc. within and around the building as necessary for the execution of the Works including the works of all Sub-Contractors, reinstate the ground on completion to the original standard.

Temporary Accommodation for use of the Contractor

1. Provide suitable temporary sheds, offices, mess rooms, sanitary accommodation and other buildings required for the use of the contractor location to be agreed with Client.

Temporary accommodation for use of the Employer

1. Provide suitable temporary office for site meetings with tables and chairs, heat and light.

Temporary Telephones for use of the Contractor

1. The contractor shall provide a land line telephone on site for his own use and shall pay all fees and charges in connection therewith

Traffic Regulations

1. The contractor shall acquaint himself with all traffic regulations affecting the Works and shall comply therewith and shall be responsible for the observance of this condition by his Sub Contractors.

Provide for all costs in supplying and erecting suitable temporary road closure

1. Signs, barriers, guard rails etc. maintaining during currency of contract and removing on completion of works
2. Provide for all county council bonds etc associated with road opening licenses
3. Provide for all traffic management systems, equipment as necessary for any road opening licenses.

Asbestos, where relevant

1. Allow for complying with the Safety, Health and Welfare at Work (Asbestos) regulations as amended. Contractor to provide here for all costs associated with removal of asbestos or any associated works as outlined in Report in Appendix 7. The Contractor is required to notify the Architect, Planning Supervisor and the Health and Safety Inspector as necessary for the safe condition of the works. On no account is the Contractor to handle asbestos prior to testing by a specialist and the provision of a risk assessment and method statement for its removal for comment and approval by the Planning Supervisor.
2. Allow for all costs incurred in ceasing and later recommencing building operations as a result of encountering and removing asbestos containing materials or asbestos in any of its major forms in accordance with the asbestos regulations. Nothing in the clause shall be construed as to prevent the Contractor from proceeding with the works in areas unaffected by asbestos fibres. Contractor to provide full certification of compliance of asbestos removal and associated works upon completion from a specialist approved by the Architect.

Safety, Health and Welfare of Work People

1. The Contractor shall include for complying in full with the Safety, Health and Welfare at work Act, 2005 and the Safety Health and Welfare at Work (Construction) regulations 2013
2. The Contractor shall include for complying in full with the Safety, Health and Welfare at Work Act and Regulations current at the date of tender
3. The Contractor shall include for the provision of welfare facilities in compliance with Construction regulations
4. The Contractor shall be appointed by the Client under a collateral agreement to the main contract as Project Supervisor for the Construction Stage in respect of the project pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2006. The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to Regulations 6 and 7 of the regulations
5. The Contractor shall include for the Project Supervisor for the Construction Stage giving notice to the National Authority for Occupational Safety and Health prior to the commencement of work on site in accordance with the First Schedule of the Safety, Health and Welfare at Work (Construction) Regulations, 2006
6. The term "Temporary Works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works; it shall include temporary works to support and ensure the stability of the partially completed permanent works and of adjoining structures and lands, as well as such matters as trench shoring, scaffolding, propping, working platforms, gangways, access stairs and landings
7. Provide for employing a suitably qualified engineer as required under the Safety, Health & Welfare at Work (Construction) Regulations
8. The main contractor shall appoint an approved, competent temporary works designer who shall take overall design responsibility for the stability of the partially completed permanent works and of adjoining structures and lands during the envisaged construction process and, further, the main contractor shall employ a suitably qualified site engineer; both shall liaise with each other and the Project Supervisors, all in accordance with the HSA guidelines to safety, Health and Welfare at work (Construction) Regulations 2006.
9. The Contractor shall include for procuring that the insurance cover required to be obtained and maintained by the Contractor pursuant to clause 21 and 23 (B) of the main contract shall provide indemnity in respect for any claim for bodily injury or property damage which the contract may incur by reason of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project
10. The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Construction Stage to enable the preparation and completion of the Safety File excluding drawings and specifications which shall be provided by the appropriate member of the design team and relevant nominated Sub-contractors
11. The Contractor shall include for providing assistance to the appropriate member of the Design Team and to relevant nominated Sub-Contractors in providing the latest issue of construction drawings for inclusion in the Safety File
12. The Contractor's tender shall cover all their obligations under Working Rule agreements within the industry
13. The Contractor shall include for any costs associated with the Project Supervisor for the design stage's Preliminary Health and Safety Plan

14. The Contractor shall at once dismiss from the Works any person employed by him found bringing or leaving upon the site or the premises spirituous liquors, explosives, weapons or any tools, implements, or material capable of use as such except for the Contractor's legitimate purpose. The Contractor shall at once dismiss from the Works any person employed by him on the Works, who shall, in the opinion of the Architect, misconduct himself or be incompetent. He shall produce such evidence as the Architect shall require as to the fitness of any person so employed for this work. The Contractor shall keep all work people, including those employed by Sub-Contractors, within bounds
15. The Contractor shall include for the following Safety and Health items; safe pass and its operation, safety officers and other competent safety personnel, tests and certificates for plant and equipment, safety signs, provision for protective clothing and personal protective equipment, emergency plans, energy distribution installations, temporary fire detection, maintain conditions, site traffic routes, first aid
16. The contractor should in respect of all person and site activities provide for and ensure compliance with all Safety, Health and Welfare legislation in connection with the works

Disbursements Arising from the Employment of Work People

1. Provide for all labour insurance and other costs arising from the employment of work people.

Maintenance of Roads, Pavings and Grassed areas

1. Provide for maintaining and making good damage, if any, to roads, paths, services and other property, public or private caused by or attributed in any way to the cartage of plant, materials or personnel, or the execution of the Works by either the Contractor or any Sub-Contractor and for indemnifying the Employer against loss, damage, claim or proceedings by any local authority, statutory undertaking, or others.

Removing Rubbish, Protective Casings and Cleaning

1. Provide for all costs associated with compliance with waste management statutory requirements
2. Provide for removing from the site from time to time as necessary and on completion of the Works all rubbish, debris, surplus materials, protective casings, etc. and also on completion clean the Works internally and externally to the satisfaction of the Architect
3. The Contractor should include for the production of a waste management plan for the works to the satisfaction of the Architect.

Out of sequence works

1. Provide for any costs arising from complying with the programme and all phasing requirements which are not included elsewhere.

Drying the Works

1. Provide and maintain the necessary equipment, fuel and attendance for drying and controlling the humidity of the works.

Temporary Fencing, Hoardings, Screens, Gantries etc.

1. Provide and maintain all temporary fencing, hoardings, fans, planked footings, guard rails, gantries and the like as may be necessary for protecting the public, for the proper execution of the Works and for meeting the requirements of any local or other authority, including all necessary lighting
2. Provide and maintain all temporary fencing and hoardings as requested by the Architect.

Control of Noise and Pollution

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

Protection of the Works

1. Protecting all sections of the Works
2. Protection of travelling public and school staff during the works

Documentation

1. Contractor to allow for providing 1 copy of the completed and approved Safety File in an approved digital format for onward transmission to the PSDP.

Defects Liability

1. Provide for maintaining the Works in perfect condition for 12 months after the issue of the Architect's Certificate of Practical Completion in accordance with the Conditions of Contract; any work exhibiting the defects during this period shall be made good by the Contractor at his own expense prior to the issue of the Final Certificate Item Testing Materials
2. Provide all apparatus, materials and transport required for testing and include for all costs other than the nett charges of the testing authority for the actual tests.

Project Board

1. Provide for making, erecting, maintaining and removing on completion of Work, plywood project board size 2400 x 1200 x 19mm thick; designed to Architect's approval - 1 No Project Board .