

**NJ Kearns & Company,
Architects,
Unit 6 Dún Eibhir,
Na Forbacha,
Co na Gaillimhe**

**(091) 577935
niamh@kearns.ie**

VOLUME A: WORKS REQUIREMENTS

Ionad 2
Baile an tSagairt
An Spidéal,
Co. na Gaillimhe

August 2026

VOLUME A: WORKS REQUIREMENTS

List of Documents and Drawings

Volume A.1	Project Particulars
1.0	Introduction
2.0	Site Programme & Completion
3.0	Preliminaries
	Appendix A
(i)	Contractors interim monthly confirmation;
(ii)	Certificate for payment

Volume A.1**PROJECT PARTICULARS****Ionad 2, Baile an tSagairt**

1.0 Introduction

2.0 Site Programme & Completion

3.0 Preliminaries

Project Particulars Appendix A

- (i) Contractors interim monthly confirmation;
- (ii) Certificate for payment
- (iii) Contractors opinion on compliance of the construction of the works with the Building Regulations, to be provided after the contractors request for a certificate of substantial completion, and before the issue of any certificate of substantial completion

NOTE: The technical aspects of the specification are in the document titled General Specification

This document shall be read in its entirety and in conjunction with the **Technical Specification**. The titles and numbers of parts and paragraphs do not form part of, or delimit the meaning of, the document. The titles and numbers are merely provided for convenience in setting out the document as a whole.

Services drawings – Contract Drawings & Docs		
Drawing number	TITLE	SCALE
UNG-CT-V-0	Ventilation services layout – Ground floor	1/50
UNG-CT-V-1	Ventilation services layout – First floor	1/50
UNG-CT-V-R	Ventilation services layout – roof	1/50
	Electrical Pricing Document	A4
	Mechanical Pricing Document	A4
	General Specification	A4

1. INTRODUCTION

1.1 This document shall be read in its entirety. The titles and numbers of parts and paragraphs do not form part of, or delimit the meaning of, the document. The titles and numbers are merely provided for convenience in setting out the document as a whole.

1.1 The project shall consist (in summary of) all services as per mechanical and electrical drawing and documents

The building is a two storey detached office building. Area 494m² at ground floor level and 147m². The building has a flat roof where the mechanical plant is located. The heating and ventilation system has been in place for 25 years and now needs to be replaced. The plant and ductwork on the roof is to be removed and replaced. The internal ductwork is in good order and is to be re-used. Due to some internal layout changes involving the subdivision of open plan office space, some modifications need to be made to the internal ductwork.

The project will be carried out while the building is occupied.

1.2 The building contract shall be:-

PW-CF6 – Public Works Short Form of Contract – v1.14 19/07/23

Please note that the Employer reserves the right not to award the contract to the lowest tender and the Employer also reserves the right not to award the contract at all.

0.5. The Parties to the contract shall be the contractor (if any) as selected through this tender process and the Employer (Údarás na Gaeltachta)

0.6 The professional project team for the construction contract shall be: (see above)

It is intended that the Contractor to be appointed shall act as the Project Supervisor Construction Stage (PSCS). The PSCS will be appointed under the current regulations and therefore “shall co-ordinate the design of temporary works to facilitate the construction of the project” The PSCS shall also be responsible for the preparation of the Safety File for handover of the end of the project.

0.7 While the pricing and assessment of the PSCS appointment shall be carried out in tandem with the pricing and assessment of the Contractor appointment for the construction contract, these shall be a separate contract between the Employer and the PSCS which shall be the standard RIAI form of PSCS contract. (Appendix D of Liaison Committee Code of Conduct) amended to refer to the regulations.

0.8 Please note that the Employer reserves the right not to award the contract to the lowest tender and the Employer also reserves the right not to award the contract at all.

1.1. This document shall be read in its entirety. The titles and numbers of parts and paragraphs do not form part of, or delimit the meaning of, the document. The titles and numbers are merely provided for convenience in setting out the document as a whole. This document shall also be read in conjunction with the technical specification

1.2. The building contract shall be the current standard Dept. of Finance prepared PW-CF6 – Public Works Short Form of Contract – v1.14 19/07/23 (hereinafter referred to as “the contract”).

1.3 The form of contract together with the various model forms and rules to be used in this project are those available on the Department of Finance (DoF) website <http://www.constructionprocurement.gov.ie/> and include (but are not necessarily limited to);

PW-CF6 *Public Works Short Form of Contract – v1.14 19/07/23.*

MF 1.2 *Letter to apparently unsuccessful tenderer*

MF 1.3 *Letter of intent*

MF 1.4 *Letter of acceptance*

MF 1.5 *Letter to tenderers notifying award*

MF 1.6 *Performance Bond*

MF 1.7 *Parent Company guarantee (as applicable)*

MF 1.10 *Appointment of Project Supervisor*

MF 1.11 *Professional Indemnity Insurance Certificate*

MF 1.12 *Collateral warranties are not required. Single point responsibility applies i.e. the Contractor is responsible for all the works.*

- MF 1.13 *Rates of pay and conditions of employment certificate*
- MF 1.15 *Retention Bond* (if required)
- MF 1.16 *Appointment of Conciliator* (if arising)
- MF 1.17 *Bond – Conciliators Recommendation* (if arising)
- MF 1.18 *Arbitration rules* (if arising)
- QW3 *Works Specialist for specialist area of work*

- 1.4 In addition to the above DoF standard forms, the following additional NJ Kearns & Co. Ltd. Architects prepared forms will be required to be used in this project and are included in Appendix A hereto:
- (i) Contractors monthly interim compliance certificate for use in relation to the contract
 - (ii) Licensing agreement for use of digital drawings prepared by the Design Team
 - (iii) Monthly certificate for payment
 - (iv) Contractors opinion on compliance of the construction of the works with the Building Regulations, to be provided after the contractors request for a certificate of substantial completion, and before the issue of any certificate of substantial completion
- 1.6 The professional project team for the construction contract shall be:
(Hereinafter referred to as the “project team” and or the “design team”)

Architects & PSPD: NJ Kearns & Company, Architects

Contact: Niamh Kearns
Tel.: 091 577935
Email: niamh@kearns.ie

M+E: WEICS Consulting Engineers

Westport, Co Mayo

Contact: Fergus Doran
Tel: 087 2487029
Email: fergusdoran@gmail.com

Project Supervisor Design Process (PSDP): NJ Kearns & Company Architects

NJ. Kearns & Co. Architects
Unit 6 Dun Eibhir
Na Forbacha
Co. na Gaillimhe

Contact: Niamh Kearns
Tel.: 091 577935

- 1.7. It is intended that the Contractor to be appointed shall act as the Project Supervisor Construction Stage (PSCS) subject to completion of questionnaire in relation to, and assessment of, the competency of the contractor to act as PSCS (if not already carried out prior to tender assessment stage).
- 1.8. While the pricing and assessment of the PSCS appointment shall be carried out in tandem with the pricing and assessment of the Contractor appointment for the construction contract, these shall be a separate contract between the Employer and the PSCS and the Employer.
- 1.9. The construction contract documents are scheduled in Volumes A.
- 1.10. Information documents are scheduled in the Information Pack.
- 1.12. The Architect shall also act as the Employers Representative (hereinafter referred to as “the ER”) within the meaning of the contract.
- 1.13. It is a condition precedent to the award of the contract that the successful tenderer for the contract must comply with current Tax Clearances Procedures (available at www.finance.gov.ie). Please note that the Employer reserves the right not to award the contract to the lowest tenderer and the Employer also reserves the right not to award the contract at all.

- 1.14. Within the returned tender the tenderer shall nominate specialists in respect of the elements of the works set out above and the tenderer may nominate up to four specialists in respect of each specialty. The tenderer shall complete and submit a specialist assessment form (to be provided at tender stage and which may be similar to QW3) in respect of each specialist selected by the tenderer. As part of the tender assessment process the project team will assess the suitability (on a pass/fail basis) of each specialist selected by the then preferred bidder. Should any specialist fail this assessment they will be eliminated and shall be prohibited from working on the project in any capacity. Provided at least one specialist within each specialty passes the pass/fail suitability assessment the tender will proceed further through the tender assessment process. Should all of the specialists selected by the tenderer within any one of the named specialties fail the pass/fail suitability assessment process the tender may be deemed to have invalidated itself and the tender may be eliminated from the tender assessment. The ER may – but is not obliged to – seek clarification in respect of any tenderer (contractor) selected specialist in order to conclude the pass/fail suitability assessment process in respect of any specialist. Specialists not nominated at tender stage will not be considered at a later stage and the works contractor will be limited to those specialists who pass the pass/fail suitability assessment process with regard to whom the works contractor appoints as a specialist. Once the specialists collateral warranty has already been provided by the initial specialist, to the ER the contractor will not be entitled to change specialists except under extraordinary circumstances, such as the liquidation of the specialist. Should extraordinary circumstances arise which allow for a completion specialist after the collateral warranty has already been provided, the collateral warranty for the completion specialist (who is to be selected from those originally nominated at tender stage) shall be amended to acknowledge that the warranty includes all of the specialist works including those elements of the specialist works carried out by the initial specialist before the appointment of the completion specialist.
- 1.15. While the period for final substantial completion is **8 weeks** with a single defects period of 12 months from the final certificate of substantial completion. The overall and sectional completion dates are calculated as follows:

2.0 SITE, PROGRAMME & COMPLETION

- 2.1 The contract period is 8 weeks and during this time the contractor is to arrange all of the works, in such a manner as to not impact on adjoin land uses. The contractor will have the use of the car parking area in front of the building and may close off this area for the provision of car parking, storage and a site compound for the works. The shared access from the main road is the property of Údarás na Gaeltachta and any damage will be responsibility of the contractor and must be made good.
- 2.2 There follows hereunder a possible sequence of works (excluding establishment of site boundaries which may need to be adjusted from time to time between and or during any sequence) which the Employer and or the Design Team see as a feasible construction sequence, however it should be noted that the contractor will be required to establish their own sequence and to manage it adequately to completion, within the contract period of 8 consecutive calendar working weeks Please note that notwithstanding the expression "sequence of works" the lettered scopes of works below may not necessarily be sequentially consecutive, some of the lettered scopes of works may be carried out simultaneously.

The project will be phased as follows:

- a) By the contractor: removal of redundant plant and ductwork from the roof of the building, including all pads, plinths, fixings, cowls and brackets associated with the installation of the relevant system.
 - b) The maintenance team of Údarás na Gaeltachta are to add a layer of 200mm PIR with Trocal onto the areas of the roof to receive the new mechanical plant. This will take place after the existing plant has been removed (Phase 1) and before the new plant is installed (Phase 3). These roof works will be called Phase 2 of the works. This work is being carried out to ensure that the mechanical plant will not have to be moved when more insulation is added to the roof at a future date. The contractor may leave the site while this work is being carried out or progress with internal works in the interim but works on the roof at the same time will not be permitted.
 - c) By the contractor: installation of new plant and ductwork in accordance with the services specification and drawings, including both the works on the roof and internal works. There will also be builders work associated with this, as detailed in the services drawings and specifications
- 2.3 The above identification of work is a summary description, it is not an exhaustive list nor is it necessarily a sequential list and the contractor will be responsible to schedule and phase all works within the contract period.
- 2.4 For purposes of phasing and temporary works the term "functional use" of any area will be deemed to include (but not limited to) supply of water, connection to sewage (both as appropriate to the sanitary content of the area), supply of electricity, provision of emergency lighting, fire detection and alarm (note that these protective services will need to be fully commissioned and operational on an area by area basis), provision of disabled access, provision of space heating and ventilation (natural and mechanical) and any other services and elements necessary to allow the functionality of the user to be carried out without hindrance
- 2.5 The Contractor shall produce "as-built" AutoCAD drawings for inclusion in the Digital Safety file. Where the Contractor does not have AutoCAD facilities, he shall mark up and detail all differences on prints of drawings and the appropriate member of the Design Team may, on payment of a fee, produce the as-built AutoCAD drawing or drawings on behalf of the Contractor. The Contractor can arrange this with people independent of the Design Team if he/she so wishes. Alternatively, the relevant Design Team members may issue adjustable AutoCAD drawings to the Contractor for the Contractor to produce the as-built construction drawings, subject to the signing by the contractor, of a licensing agreement as referred to in previously and as set out in Appendix A hereto. In signing the licensing agreement, the contractor will be deemed to be signing on behalf of him/herself and all specialists or draughts people or other people to whom he/she may issue the digital drawings.

2.6 The building(s) may be opened occupied or used when the Certificate of completion for the works has been entered on the Register (S.I. 9 of 2014). Any necessary information for uploading onto the BCAR system and inclusion in the safety file will need to be completed and handed over to PSDP, in hard and soft (pdf, jpeg, AutoCAD etc., as appropriate) copy, before substantial completion. Client demonstration as regards services (and other demonstrable elements of the works) and maintenance will need to be completed before the works are considered complete.

2.7 Schedule of certificates, test results guarantees and the like which will be necessary to be presented to the ER at least two weeks prior to the issue of any certificate of completion are listed below. This is not an exhaustive list and may be amended from time to time. The list is indicative of typical documents on various types of buildings, so it is possible that some of the below mentioned documents may not be necessary in this particular project, equally it is possible that necessary test, certificates, warranties and guaranties are not listed hereunder.

(a) **Certificates:**

1. Auxiliary Certificate of Compliance on Completion from other Designer(s) retained by the Employer that the element(s) of the works coming within the Designer(s) remit has reached a sufficient qualitative condition
- 2.
3. Auxiliary Certificate of Compliance on Completion are required from the following categories of designers / personnel retained by the Contractor.
 - Firestopping supplier /subcontractor
 - Mechanical and ventilation design, installation and commissioning certs from supplier /subcontractor
 - Electrical, lighting, emergency lighting design, installation and commissioning certs from supplier /subcontractor
 - Fire alarm and detection design, installation and commissioning certs from supplier /subcontractor

This list reflects the work elements known at the time of tender but does not limit the Contractors duties under the contract or S.I. 9 of 2014, nor is this an exhaustive list

4. Contractor will need to sign and provide all documentation required to comply with SI 9 of 2014. The words 'the works' in this agreement shall have the meanings that applied on the 28th of February 2014 and in addition, those meanings are now deemed to include any further requirements arising by operation of law: to include the provisions and requirements of the Building Control Acts 1990-2007 (the Acts) and all regulations thereunder.

The following performance requirements in this agreement are deemed to be included in the meaning of 'the works': -

- Preparatory works, services and activities in anticipation of the works contracted for
 - Contractor's design of temporary and the contractors design of permanent works
 - Contractors' quality control and quality assurance
 - The preparation and provision of documentation and certification to persons and bodies so that the contractor/builder can fulfill the requirements of the Builder under SI No. 9 of 2014 and demonstrate compliance with the Acts and Regulations thereunder
 - Facilitate the employer, owner, architect, assigned certifier and the design team colleagues in fulfilling any requirements of them under SI No. 9 of 2014 – to include but not limited to facilitating inspections.
 - The provision of any other documentation and certification, required by the operation of the law
 - Provide the Completion Certificate (and appropriate attendance documentation) and other agreed specified documents as may be required in this specification
 - The provision of training in use of life safety systems and other systems as required by law and as required by the specification
5. Test and commissioning certificate(s) in relation to the smoke detection, fire alarm, emergency lighting, and other essential life safety system.
 6. Test and commissioning certificate(s) in relation to the electrical installations

7. Certificates for all materials that require CE certificates, such as lintels, steel, precast concrete slabs, balustrades, stairs, fire rated doors, window systems etc., this is not an exhaustive list

- 2.12** Should the contractor notify the ER (or any other member of the project team) of his selection of a product to meet the specification, but where that product is not referred to by name in the specification, (or on the drawings), then the contractor should certify, on an item-by-item basis, that the product selected by the contractor complies with the specification. In addition, when the contractor submits a monetary claim for a payment certificate, he shall also certify to the ER that the works (as then built) comply with the contract. This latter certificate comes within the evidence necessary under the contract and a payment certificate **will not** be processed in the absence of this contractor's compliance certificate. A template for such a certificate is contained in Appendix A.
- 2.13 It is intended that a site meeting take place every three weeks during the course of construction. The anticipated attendances will include the Contractors Representative, the Contractors Supervisor as necessary, and a representative from the offices of the Architect. The PSCS and or the PSDP may so attend. The Employer may also attend. Notwithstanding the intended frequency stated above the meetings may occur at any time notified by the Architect.
- 2.14 Where the Contractor wishes to seek clarification, information or the like, he shall keep a master register of such requests, he shall allow for the procedure set out in the contract to be implemented for a response to be issued and shall mark the request off the master register as it is answered. A copy of the master register shall be circulated at each site meeting and also kept on site.
- 2.15 A period of six working days is likely to be the absolute minimum to be required by the design team to meet, longer periods should be allowed as necessary e.g. long lead items, e.g. items which require Employer/Operator decision.
- 2.16 Should the Contractor require specific items to be discussed, considered or resolved at site meeting, these items should be circulated to the project team at least a week prior to the site meeting.
- 2.17 It is intended that the site meetings should not exceed 2 hours in total to include a site inspection by the project team prior to any sit-down element of the site meeting.
- 2.18 The purpose of the site meeting is to review quality of work, progress, and the like. It is therefore primarily a policy and management event, it is not intended as a purely technical meeting. The Contractor should separately schedule technical meetings with his domestic and or named specialists and site management staff. Members of the project professional team may attend such meetings with specialists and/or Contractors Personnel, from time to time, given adequate notice of and agenda for, but do not undertake to attend such meetings.
- 2.19 The works will be required to be brought to completion as described.
- 2.20 Where the Contractor selects a material for use he shall (whether such a selection is reviewed or approved or not reviewed by the Architect) keep a record of such selection and make this record available for inspection on site at all times and incorporate this record into the Safety File information. Where the Contractor notifies such a selection to the Architect he shall simultaneously certify that the selected material complies with the specification. In addition to this item by item compliance certification, the Contractor shall certify to the ER – at the same time as a monthly monetary claim has been submitted to the architect – that the works as then constructed comply with the specification the works requirement and the works proposal (see para 1.5(iii) and 2.12 above). The Architect shall not be obliged to issue any certificate for payment in the absence of such an ongoing compliance certificate from the contractor. The construction completion certificates required are in addition to the monthly ongoing compliance certificate.

3. Preliminaries

PRELIMINARIES

PROJECT

Works to be carried out under this tender/contract (hereinafter referred to as the works) being;

Renovation works at Ionad 2, Baile an tSagairt, An Spideál.

3.2 EMPLOYERS AND CONSULTANTS

The term “Employer” wherever referred to in this document shall mean;

Údarás na Gaeltachta

The term “Employers Representative (ER)” wherever referred to in this document shall mean;

PW-CF6 – Public Works Short Form of Contract – v1.14 19/07/23

Refer Schedule 1 Part A

The term “Architect” wherever referred to in this document shall mean;

NJ. Kearns & Co.,

The term “Project Supervisor Design Process” wherever referred to in this document shall mean;

NJ. Kearns & Co.,

3.3 Description of site

The location (hereinafter referred to as “The Site”) of the works is at the existing

Ionad 2, Baile an tSagairt, An Spideál.

The Contractor is referred to Site Plan/Location drawings and/or the relevant phasing plan for the exact location, area and boundaries of the site. The Contractor must determine his own access and egress routes to the site in accordance with Clause 7.9 of the Conditions of Contract

3.4 Preliminary Investigations/Precautions Restrictions

The site may be visited during normal working hours by prior arrangement with the E.R.

The Contractor shall be deemed to have made a thorough examination of the drawings and specifications, the Site and all features thereof, local conditions; existing, adjacent and abutting buildings and properties including all mains (drainage, water, gas etc.), telephone lines, T.V. cables, E.S.B. wires, traffic routes, parking areas, road closures and delivery restrictions including obtaining own information on all other matters or things, which can in anyway affect the proposed works and his Tender and to ascertain precisely the nature and extent of same and the conditions under which, they will have to be executed under this Tender/Contract. Claims will not be entertained for any extra costs incurred by the Contractor in carrying out works not specified herein but the necessity for which, could have been foreseen by him on inspecting the Site before tendering. The Contractor is to allow for carrying out a structure and photographic survey of the existing buildings and boundary walls prior to commencement of work. The Contractor must take all necessary precautions to avoid nuisance caused by construction traffic, etc. along the Public Road adjoining the site. Access to the site shall be from the public road as shown on the site plan. The contractor's entrance, the right of way, car for the craft centre and the Public road shall be kept clear of construction traffic and other obstructions at all times. The Contractor shall note that the Public road has heavy traffic and will be in use throughout the building contract. The Contractor must phase and programme his use of his access, etc., and sequence deliveries, etc., so as to cause no interference or danger to others.

3.5 Existing Services

The Contractor is responsible for the maintenance of all live drainage, water, gas, communication and other main and power services on, under or over the Site and shall liaise with the adjoining owners. At all times the requirements of the Employer, users of the Public road and neighbouring dwellings together with members of the Public, Local Authority and other competent Authorities in respect of access are to be complied with and it is the Contractor's responsibility to ascertain at all stages these requirements. The Contractor shall notify the E.R. immediately if he considers that his access to the site or his movement about the site is in any way restricted or obstructed as otherwise no claim will be entertained for any extra under this heading.

The Contractor shall provide and maintain any necessary temporary roads, ramps and temporary crossovers during the execution of the Works, clear away same at completion and reinstate and make good any work disturbed all to the satisfaction of the Local Authority, Údarás na Gaeltachta and the Architect. The Contractor shall pay all charges in connection therewith. The working area for the Contractor will be confined to the immediate area of the works. Any disturbance to existing surfaces, features etc., beyond this must be made good at the Contractor's own expense; Do not use the site for any purpose other than carrying out the Works

The Contractor is advised to visit the site and ascertain all local conditions and all restrictions likely to affect the execution of the Works. No claims arising from failure to do so will be considered.

3.6 Precautions and Restrictions

Take adequate precautions to prevent trespass on adjoining property by employees or by Sub-Contractor's employees. Obtain permission from the owners of adjoining property or the Employer if it is necessary to use that property for any purpose in connection with the Works. Indemnify the Employer against all charges arising therefrom. Take all necessary precautions to prevent damage to adjoining property and to avoid causing a nuisance to adjoining occupants and to the public. Make good any damage caused to adjoining property sections of the existing site. The Contractor is to allow for executing any work which, in the Architect's opinion is likely to cause annoyance or inconvenience to others or use of the existing facilities at such time outside normal working hours as the Architect may direct. The cost of such work outside normal working hours must be included for in the tender and no additional amounts will be payable later for such work. Do not store inflammable liquids or compressed gases within the buildings. The Contractor shall be responsible for all damage to existing roads and paths caused by his own or Sub-Contractors' or Suppliers' transport to and from the site. The Contractor is to allow for cleaning off and washing down on a daily basis the existing public roadway adjacent to the site and make good all surfaces damaged by access to and from the site to the satisfaction of the Architect and Local Authority. Maintain the existing entrance roads, paving and footpaths and make good any damage caused by site traffic or site operations. Clean and wash down on a daily basis. Protect all underground services encountered during the execution of the Works. The Contractor shall make good any damage caused by his own, by Sub-Contractors' or suppliers' operations

Check the position of all underground services work with the Employer before and during execution substructure work, provide all necessary protection Maintain and protect public property and the property of Public Utility Companies and make good or pay for making good any damage caused arising from the Works

Take adequate precautions to protect persons and property from damage or nuisance caused by water, smoke, dust, rubbish and otherwise. The Contractor shall so manage his work as to cause no interference with, or inconvenience to the occupants of adjoining or existing buildings.

Comply with recommendations for Control of Noise on Construction Sites in B.S. 5228.

The Contractor shall maintain the whole of the site under his control by virtue of this contract in a clean and orderly condition and shall maintain fences and shall keep the site free from unsightly or noxious growth and shall protect trees and other site features at all times

All fossils, coins, or articles of antiquity or curiosity discovered on the site of the Works shall be the absolute property of the Employer and the Contractor shall take all precautions to prevent his workpersons or any other persons from damaging or removing any such fossils, coins or articles and shall immediately upon discovery thereof obtain and carry out the Architect's instructions in relation thereto

3.7 Drawings and other documents,

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent that this is not to be regarded as specifically required. In all such cases, it should be understood that the reference in question is accompanied by the words or equivalent approved. These words mean

that offers of alternative brand names, manufacturer etc., may be accepted provided that the alternative offered has similar characteristics and equal performance and quality and has been approved by the Architect in writing prior to its delivery on site.

3.8 CONDITIONS OF CONTRACT - As per the tender & schedule and the IITW

Contractor's rights, liabilities, obligations and/or position including any restrictions over the Site for the Works; are as stated in the Conditions of Contract Limitations of working space

The Contractor is to obtain permission from the relevant Local Authority; if it is necessary to obtain access outside the designated site boundary, for any purpose in connection with the Works and to indemnify and insure against all charges arising there from Limitations of working hours the Contractor shall be deemed to have fully acquainted himself with the times at which, the works may not be carried out over any areas specified, any restrictions and other requirements of the Employer's and/or Local Authorities, which may in any way hinder his work or affect the commissioning and cost of works and to have made allowance in his tender for the effect of such restriction and requirements.

The working times at the Site are in accordance with the contract and/or the Works requirements and as set out in the Preliminary Safety & Health Plan included within the Works Requirements.

The Contractor shall note that working hours shall be restricted to between 8.00 a.m. -7 p.m. Monday to Friday and 9.00 a.m. - 1.00 pm on Saturdays, no works shall take place on site on Sundays, Bank Holidays or Public Holidays.

The use or disposal of any material found on site

Hoardings, fences, screens, temporary roofs, temporary name boards and advertising rights

The Contractor is to provide and erect all necessary hoarding, temporary fencing, screens, overhead protection and planked footways and etc. in accordance with the Conditions of Contract

The Contractor is responsible for establishing and complying with any requirements of the Local Authority and/or Garda Síochána in this regard without extra charge to the Employer. The Contractor will not permit the hoarding to be used for advertising purposes and shall fix timber laths to the hoarding to prevent the posting of bills etc. The Contractor will be responsible for cleaning off all posters, graffiti etc. from the hoarding. The Contractor will include for repainting the hoarding as necessary during the duration of the project or whenever instructed by the E.R.

Hoardings shall be illuminated unless otherwise required by the Local Authority. Provide lockable access gates as may be required and to obtain all licences and pay all fees in connection with the hoarding

The Contractor shall not display nor permit others to display any advertisement on or about the Works or site without prior written consent of the E.R.

The maintenance and protection of existing services on, under or over the site

Provide for the maintenance of all live drainage, water, gas, communication and other mains and power services on, under or over the site and allow for any temporary re-routing for the Contractor's convenience, throughout the whole duration of the works

The execution or completion of the work in any specific order or in sections or phases, including any coincidental work not at the discretion of the Contractor

Before the starting date, the Contractor shall submit with his Tender a work programme for the works and/or section of the Works, in accordance with Clause 4.9 of the Conditions of Contract and/or Schedule 1 Part K

Maintenance of specific temperature and humidity levels

The Contractor shall maintain suitable specific temperature and humidity levels for the correct installation of all materials in accordance with the various manufacturer's recommendations throughout the duration of the Works

Provision of Project Supervisor Construction Stage, by the Contractor, under the Safety, Health & Welfare (Construction) Regulations

The Contractor shall comply with the requirements of providing a Project Supervisor Construction Stage (PSCS); in accordance with the Conditions of Contract

Any other obligations or restrictions

Neither the Contractor nor any person's on the Contractor's behalf shall be allowed to offer, give or agree the Employer or his personnel any gift or consideration of any kind in connection of the Contract; all in accordance with Clause 2.6. of the Conditions of Contract

Any other obligations or restrictions

No materials may be hoisted or suspended over adjoining and/or adjacent properties

The Contractor and his Specialist Contractors are to comply with the requirements of Safety, Health and Welfare at Work; in accordance with the Conditions of Contract

Contractors to obtain hot work passes, for all hazardous work on site

Obtain permission from and liaise with the owners and occupiers of adjoining properties if it is necessary to obtain access for any purpose in connection with the Works.

Indemnify and insure the Employer against all charges arising therefrom

All Change Orders will be issued through the E.R. in accordance with Clause 4.5. of the Conditions of Contract

The requirements for any meetings associated with the Works shall be in accordance with Clause 4.15

Unforeseen Asbestos

Any asbestos uncovered during the works in the existing building to be notified immediately to the Architect.

Work in the vicinity to cease immediately

Levels survey

Before commencement, the Contractor shall undertake a levels survey of areas within the site boundary.

Any discrepancies to be advised to the Architect

Full topographical to be carried out at completion including all services for the Safety file

Condition survey

Before commencement, the Contractor shall undertake a condition survey of adjoining buildings within close proximity of the Works. A copy of this survey shall be forwarded to the E. R.

Method Statement

The Contractor will be asked to provide Method Statement(s) including details of management structure, anticipated labour requirements, programming of the Works, health and safety, quality control and cost control, before commencement on site. Additional method statements may be required for Fire Safety, Commissioning and the disconnection/reconnection of M & E Services

2 No copies of Operation and Maintenance manuals are to be forwarded to the Client prior to Substantial completion. The Contractor must liaise with all the sub-contractors to ensure that this process is completed to the above requirements

Fire Escape

Provide clear fire escape route where required and maintain clear access at all times

3.12 WORK BY PUBLIC BODIES

Work by others engaged directly by the Employer

The requirements for any Specialist works shall be referred to in Schedule 1 Part B and F and Clauses 5.4.1 - 5.5 of the Conditions of Contract

Temporary Utilities consumed during the works

The Main Contractor shall be permitted to connect into existing utility services subject to each utility being metered individually and the metering system proposed being approved in writing by the Employer's Representative in consultation with the Building Services Engineer. The metering system, connections etc. proposed must also be in accordance with all current regulations, legislation and Health and Safety requirements

The meter reading for the appropriate utility should be jointly read, recorded and agreed by the Contractor and the Architect not later than 10 days before an application for payment by the Main Contractor. The amount due from the Contractor to Údarás na Gaeltachta should be the number of units consumed in the billing period multiplied by the full cost per unit of the particular utility. If the Contractor fails to honour a valid invoice the Contract terms should permit the Employer's Representative to deduct the amount so due from any monies owed or which may become due to the Main Contractor

3.13 GENERAL FACILITIES AND OBLIGATIONS

Generals for convenience in pricing Supervision and co-ordination of the Works. The Contractor shall provide adequate supervisory staff (including a representative with full authority to act on behalf of the Contractor and a full time supervisor of all the Contractors activities on the Site required by Clause 4.2 of the Standard Conditions) on the site constantly to supervise and direct the work and to ensure the good progress of the various trades and specialist Contractors and in their proper sequence for the completion of the Contract by the Date for Substantial Completion. The type and Qualifications of this supervisory staff shall be approved before commencement of the work by the Employers

Representative who shall be empowered to make reasonable demands as to qualifications in accordance with the extent and complexity of the work. Refer also Clauses 4.1 and 7.6

The Contractor's management arrangements for the project are to be outlined within the Works Proposal

The whole of the works must be proceeded with in such sections and at such times as may be ordered by the E.R. or their representative or in the absence of such instructions in the most workmanlike manner

None but fully qualified and competent workpeople shall be employed on the Works and the Contractor shall furnish such evidence as the E.R. may require as to the qualifications and competency of any workpeople. The E.R. shall have the power to have dismissed from site any workpeople who misconducts himself/herself or who is incompetent or negligent. The Contractor shall be responsible for keeping all people under his control and within the confines of the site

Before placing foundations, laying drains filling trenches, pouring reinforced concrete and otherwise proceeding with work that will cover and conceal previous work the Contractor shall give early notice in writing to the E.R. and shall afford him an opportunity of inspecting the previous work. Approvals given at such inspections will not relieve the Contractor from full responsibility for the quality of the work throughout

Notify the E.R. and Structural Engineer in writing at least seven days before covering up any work to enable them to inspect same. No backfilling of excavations shall take place until such inspections have been made

Notify the Quantity Surveyor in writing at least seven days before covering up any work which is the subject of an Architect's instruction or provisional quantities and full facilities shall be given at all times to enable measurement of the work as executed to be obtained. Should the Contractor fail to notify the Quantity Surveyor he shall accept the estimated measurements for the work or alternatively uncover the work and make good after completion of measurements at his own expense

Plant, tools and vehicles

The Contractor shall arrange for the conveyance and placement of materials, plants, tools, vehicles and etc. for the proper and expeditious completion of the works. The Contractor shall allow for bringing all such plant to site, maintaining on site for duration of works and removing on completion and to cause a minimum of damage to existing roads, culverts etc. from whatsoever cause arising and shall maintain, repair and reinstate same to their original condition to the satisfaction of the E.R., throughout the duration of the Works. The Contractor shall indemnify the Employer against any claims for loss or damage caused

Give the Architect each week a daily return of the number, type and capacity of all plant, excluding hand tools and scaffolding, currently operating on the Works

Scaffolding

Allow for providing and erecting all scaffoldings required for the completion of all sections of the Works. The Contractor will be required to maintain, alter, shift, adapt, modify, take down and re-fix from time to time and as and when necessary for the duration of the works and shall allow herein for all costs in connection therewith and remove from site upon completion of works

Special scaffolding required by Contractor and Specialist Sub-contractor

Site administration including the provision and keeping of all statutory records

The Contractor shall maintain and give to the E.R. the requirement monthly progress records or as and whenever instructed by him, in accordance with the Conditions of Contract

Security and provision of clearly definable site perimeters and surroundings

Provide adequate protection to the site, the works, materials etc. and erect efficient and sufficient guards to prevent unauthorised persons trespassing on the site boundary and for the proper protection of the public and all invitees and licencees of the Employer including suitable lighting. Safeguard the Works, materials and plant against damage and theft. The Contractor shall be solely responsible for any damage caused by want of sufficient watching, lighting or protection

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. The Contractor shall be solely held responsible and liable to pay for the cost of making good and any compensation claimed by an adjoining and/or neighbouring owners for any damages caused to buildings and structures and shall indemnify the Employer in respect of any claims or proceedings arising out of his neglect of this clause

The Contractor shall allow for requisite protection such as shoring, needling strutting, screens and etc. for the protection of operatives, site and supervisory staff, members of the public, existing neighbouring, visitors, adjoining buildings and etc. The Contractor shall construct, alter, adapt and maintain the protective work as necessary and clear away on completion

Transport for work people

Provide all necessary transport, reasonably required for people who are working in connection with the Works

Protection the works from inclement weather

Protect the works from inclement weather as directed or necessary including covering walls, concrete or other materials requiring same, providing all necessary water chutes, temporary screens to openings and make good and reinstate all work in any way damaged by inclement weather and all pointing injured by frost

Water for the Works

The Contractor shall make his own arrangements for providing all necessary water for the Works with temporary plumbing and storage and alter, adapt and maintain as necessary, pay all charges, clear away and make good upon completion

Temporary lighting and power for the works

The Contractor shall make his own arrangements for providing all necessary temporary lighting and power required for the Works and subcontractors needs including all temporary wiring, meters, poles, etc. and alter, adapt and maintain as necessary, pay all charges and clear away, remove upon completion and make good all areas disturbed

Temporary road, hard-standings, crossings and similar items. The Contractor shall provide any necessary temporary culverts, tracks and etc. for additional access to and about the site and remove the same upon completion and make good to the satisfaction of the E.R. The position of temporary roads and access tracks shall be decided in agreement with the E.R. who will require them to follow the lines of the permanent roads and paths, where possible. Existing roads are kept free from mud, timber, ballast and etc.

Temporary accommodation for the use of the Contractor

Provide suitable Foremen's offices complete with all necessary fittings and furnishings

Provide suitable accommodation for progress meetings

Provide and maintain approved workmen's sanitary convenience and so manage them that they cause no nuisance.

After removal, deodorise and disinfect the ground the E.R.'s satisfaction

Temporary storage areas including suitable and separate storage for dangerous substances

The Contractor shall provide adequate lock up storage and suitable weatherproof sheds for the use of workmen and for the storage of all materials and separate storage for dangerous materials or substances. He shall be responsible for taking delivery and for safe keeping of such goods until being used for construction purposes. The stores for cement shall be watertight and shall have raised floors

Traffic regulations

The Contractor shall provide and maintain all necessary traffic and directional signs and signals for the control of vehicular and/or pedestrian traffic in connection therewith as directed by the E.R or required by the Traffic Control Authorities and remove upon completion The Contractor shall make necessary arrangements with the Garda, Local Authority and etc. and shall comply with their requirements including wheel washing etc. to provide access for lorries, plant etc. to the site. Comply with all traffic, parking, delivery and Garda regulations or restrictions. Obtain and comply with the conditions of necessary Road Closure Order(s) required and pay all costs and expenses in connection therewith

Welfare facilities for work people to be in compliance with the fourth schedule of the safety and welfare at work (construction) regulations

Provide and maintain suitable and necessary welfare facilities in compliance with the administering Regulations Safety, health and Welfare at Work provisions

The Contractor to provide, at his own cost, a complete First Aid Kit, which shall be kept and properly maintained in his site office. The kit shall be in the charge of either the Contractor's Site Representative or some other responsible person who will be on the site during all working hours to ensure that the first aid facilities are available without delay at all times when work is in progress. One responsible member of the Contractor's staff shall be trained in simple first aid duties. First Aid Room shall also be provided if necessary

Provide for the operation of the SAFE PASS and Construction SKILLS CERTIFICATES SCHEMES as required

Provide for qualified safety Officers and all safety supervisors, first aiders, inspectors and certifies as required

Provide for tests and certificates on plant and equipment

Provide for approved and suitable safety signs and signals as required

Provide for approved and suitable personal protective clothing and equipment as required

Provide and maintain approved emergency routes and exits and designate suitable personnel for emergency procedures

Provide and maintain approved energy distribution installations

Provide and maintain approved temporary fire detection and fire fighting system

Provide and maintain appropriate Conditions and work stations

Provide and maintain on site traffic routes

Disbursements arising from the employment of workpeople

The Contractor is to allow for emoluments and expenses arising out of the operation of the Industrial Relations Acts 1946 to 2004, Employment Equality Act 1998, the National Minimum Wage Act 2000 or any other provision by Statute, Tort or Common Law or amendment or replacement of existing legislation concerning the employment of labour including any extra payments made for bonus schemes, accommodation and etc; in accordance with Clause 5.3 of the Conditions of Contract. Provide for all payments required under legislation, working rule agreements and the like affecting labour in force at the Starting Date

Maintenance of the public and private roads

The Contractor shall be responsible for all damage to existing roads, footpaths and etc. caused by his own personnel's transport to and from the site including immediate temporary reinstatement to make safe any damage to road/footway at adjoining developments during the course of the Works. Maintain and keep free from debris and the like all public, private roads, footpaths and etc.

Permanent reinstatement shall subsequently be carried out by the Local Authority at the Contractor's expense. The cost shall be calculated in accordance with the Roads Directorate Reinstatement Charges, prevailing at the date of the repair OR alternatively the work shall be carried out at the Contractor's expense to approved detail and at the discretion of the Local Authority

Provide vehicle wheel wash and thoroughly clean all wheels, arches and etc. of all vehicles as they leave the Site and comply with planning conditions

Removing rubbish, protective casings and coverings and cleaning the works on completion

Provide for removing all rubbish and superfluous materials from the site, both as it accumulates from time to time and upon completion. The Contractor shall also remove all his Specialist Contractor's rubbish and the rubbish of other Contractors in direct contract with the Employer. In the event of the progress of the work is impeded due to the over accumulation of rubbish and etc, the right is reserved to the ER to arrange for the rubbish and etc. to be removed off the site and to deduct such expenses incurred against any sums due to the Contractor

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.

Provide for all such as may be necessary and required by the Local Authority or State requirements Control of noise, pollution and compliance with statutory obligations The Contractor is required to observe the Local Authorities regulations pertaining to the delivery and unloading of materials and plant and parking facilities. No plant or materials shall be allowed to remain on the road or pavement.

The Contractor is to see that all deliveries are made in such a manner as to cause the least inconvenience

The Contractor shall allow for and ensure that all measures to control noise and vibration produced or emitting from his works to be kept to an absolute minimum or as required; under or by virtue of any enactment; or regulation, or

by the working rules of any industry and the Contractor shall take into consideration in his completion period, complaints from adjacent owners or contractors working on adjoining sites and consequential stoppage of work resulting therefrom. The Contractor shall indemnify and keep the Employer indemnified at all times against any claims or legal proceedings arising from such complaints
All plants, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plants, tools and vehicles
The Contractor shall ensure that the operations liable to produce dust shall be screened and dust suppression devices shall be used where appropriate

Prevent the growth of noxious weeds on the site during the contract period.
Noxious weeds include thistle, dock, ragwort, common barberry and wild hop

Do not deposit deleterious materials into surface water channels or the sea. Comply with the requirements of the Rivers Pollution Protection Act, the Public Health (Ireland) Acts, and the Fisheries Acts

The Contractor shall ensure that the surface water from the Works is free from herbicides, pesticides, fertilisers and other substances, which could have a harmful affect on the environment, through the duration of the Works

Upon commissioning of the structure, the Contractor shall ensure that noise from activities associated with the works shall not give rise to noise levels off-site, exceeding 55dB(A) for greater than 15 minutes during the hours of 9.00 am-4.00 pm. There should also be no audible tonal or impulsive noise

Control of noise, pollution and compliance with statutory obligations

The Contractor shall ensure that noise during site clearance and construction shall not exceed 65dB(A) for greater than 30 minutes and the peak noise shall not exceed 75dB(A), when measured at any point off-site

The Contractor shall ensure that fuel oils be adequately bunded, with bunds having volumes of at least 110% of the volume of fuel stored.

Prior to commencement of the Works, the Contractor shall submit to the E.R., details outlining how these issues are to be addressed

Protection of the works

Provide all things necessary for the protection of the works and all unfixed materials and goods delivered upon the site whether delivered by the Contractor or the Employer for use upon the Works and the Contractor shall assume full responsibility for the loss and damage sustained for the foregoing from whatever cause arising

Provide all necessary watching by day and by night including a 24-hour security guard, warning lamps and accommodation, if required, for the whole period of the Works.

The Contractor shall carry out the works in such a manner so as to avoid causing damage to adjoining, adjacent and sub-adjacent properties. He shall be liable for and must indemnify the Employer in respect of any claim or proceeding arising therefrom

Protect fences, drains, mains, gates, trees, shrubs, walls, power and communication lines and other site features, which are to remain in position during the execution of the Works from damage by site operations. Make good any damage occurring

The Contractor is to note the location of existing pitches with close proximity of the site as indicated on the site map.

The Contractor shall be responsible for visiting the site prior to submitting his tender to ensure that adequate provision is made within his tender for the appropriate protection of these pitches during the course of the works.

The Contractor is responsible for carrying out a survey of these areas prior to commencing works on site in order to record their condition. The Contractor will be responsible for monitoring the condition of these pitches during the course of the works. Any damage which occurs to these areas as a direct result of on site works carried out by the Contractor will require the Contractor to make good/repair these damages to the satisfaction of the E.R. at the Contractor's own expense

3.14 Samples/Approvals

All standards of workmanship and works s shall be in accordance with Clause 8.1 of the Conditions of Contract

Provide samples of finished work as may be reasonably required by the E.R. if necessary, deliver this to the E.R.'s office

Provide sample panels of blockwork walls, concrete work, studwork, general joinery and specialist works, etc., plastering, floor, wall and ceiling finishings, painting, all paving and the like as may be directed by, and to the satisfaction of the Architects and including co-ordinating with subcontractors samples of layout of conduit, switches, light fittings, radiators, ducts, etc. Samples when approved shall be retained as controls until completion

On any materials or goods supplied under this Contract where a warranty or guarantee is given by the manufacturer. The Contractor shall secure such warranty or guarantee and hand it to the E.R. The format is subject to the Employer's Representative's approval. Contractor is to take note of the materials or goods where warranty must be obtained from the manufacturer. The E.R. will not entertain any extra costs or losses incurred in the event Contractor fails to secure such warranty due to non-compliance to manufacturer's instruction/requirement

Testing

The Contractors shall, at his own expense, provide such instruments, apparatus, machines, assistance and labour as are normally required or stipulated in this contract for examining, measuring and testing any work and the quality, weight or quantity of any materials used or to be used or workmanship attained or to be attained; in accordance with Clause 8.4 of the Conditions of Contract note: this will particularly include testing hardcore, blocks and other materials for the presence of pyrite – also refer to structural engineers specification.

Proof of vesting

The E.R. may from time to time ask the Contractor for proof of ownership (free from lien or charge) of any goods or materials delivered to the site to be embodied in the works. If such proof is not forthcoming the E.R. will be entitled to withhold certifying payment in respect of the goods or materials in question

Photographs

The Contractor shall provide reasonably clear and viewable coloured progress photographs showing different elevations to be submitted to the Employer and Consultants together with the original copies (i.e. film negatives or electronic copies). Before commencement, comprehensive surveys/views of the site area are to be taken and submitted to the E.R. for distribution as required. All photographs submitted must have the date printed on them. All variation work must be properly recorded and photographed with views of before and after the work has been done and such photographs must be included in the Contractor's Report

Unsuitability

If, in the opinion of the Contractor, anything described in the Specification or shown on the drawings is unsuitable or inconsistent with his guarantees or responsibilities under the Contract, the Contractor shall draw such matters to the attention of the E.R. before the submission of tenders or in the case of documents or instructions issued after the time of tendering as soon as practicable and in any case before commencement of any part of the works which might be affected

Compliance with building regulations

Prior to Substantial Completion of the project, the Contractor shall provide the E.R. with a written statement confirm that, in his opinion, the works have been constructed in compliance with the requirements of the Building Regulations

Alterations to documents

Any alterations and additions made by the Contractor the printed text of the Bill of Quantities will be disregarded unless authorised in writing by the E.R. The Bill of Quantities fully priced in ink must be submitted at the time of tendering

Wildlife Protection

The Contractor shall provide and maintain within the Site a suitable environment for wildlife

Substantial Completion

The Contractor shall notify the Employer's Representative, in writing 20 days prior to handover, the date of which he considers Substantial Completion will be achieved and from which the defects period should commence and he shall have such date agreed and confirmed in writing by the Employer's Representative

3.15 Give to the E.R. at Substantial Completion:-

Two copies of all manufacturers', suppliers' or Sub-Contractors' maintenance instruction

Provide the E.R. with two copies of drawings on completion showing the Works as constructed including the locations of underground services and mechanical and electrical services

Tax Clearance Certificate

Prior to awarding this Contract, the Main Contractor whose tender is in all respects considered suitable for acceptance must produce within three days of being given notice of such requirements a tax clearance certificate all in accordance with the procedures laid down by the Minister for Finance and the Revenue Commissioners

In the case of a firm which is non resident in the State it will be required to produce a statement (in lieu of a tax clearance certificate) from the Revenue Commissioners that it has satisfied them as to its suitability on tax grounds to be awarded the contract. It will be the responsibility of the successful Contractor to ensure that any sub-contractor employed by him on this contract is in possession of either a bona fide C2 Certificate or a Tax Clearance Certificate and to submit such Certificate in each case for inspection by the office when required to do so

Project Documentation

Copies of the Drawings, additional to those provided for in the Conditions of Contract, shall be provided at the Contractor's expense. Keep one copy of all Contract Drawings on the Works for inspection by the E.R. Return all copies of Drawings to the E.R. on completion of the Works

All measurement herein, unless otherwise specially mentioned are the nett measurements of the items described when finished and in the work In pricing Tenderers must make such allowances as they think fit to cover necessary wastes, laps, etc.

Tenderers are advised to read carefully all the items and specification clauses

Costs for items which are not priced shall be deemed to be included in priced items in the Bill of Quantities

Provide for all customs and excise duties and import licence fees.

Price items of work exclusive of Value

Added Tax which shall be shown and priced separately as an in the Summary

The Contractor shall price and will be deemed to have priced all items in the Bill of Quantities exclusive of Value Added Tax.

The method of calculating the appropriate Value Added Tax is set out in Appendix 1 of the Bill of Quantities

The Contractor will be required only to account for VAT (where applicable) at the standard rate (i.e. special building VAT is to be accounted for by the principal contractor).

In the final account it shall be calculated at such rate(s) applied to the final account before tax, as may be properly decided by the Revenue Commissioners under the powers vested in them by the Value Added Tax Act, 1972, but shall exclude any over-payments made or penalties incurred under the Act

When submitting detailed progress statements as required under Clause 11 of the Standard Conditions and when submitting details for settlement of the Final Account, the Contractor shall show separately the value of any items, including any such included in Specialist Sub-Contractors accounts, upon when Value Added Tax is chargeable at a rate different from that applicable to building contractors.

In the case of 'fittings' as defined by the Revenue Commissioners such values shall be the cost of supply and delivery only

The Employer does not bind himself to accept the lowest or any tender. No tenderer will be remunerated for any trouble or expense incurred in making up his tender. The lowest or any tender will not necessarily be accepted

The cost of complying with all the conditions, and liabilities described in the Conditions of Contract and in the drawings and Bill of Quantities shall be deemed to be spread over and included in his tender

3.16 Standard and Codes of Practice

References herein to Irish, British or other National Standards or Codes of Practice may not give the year of issue or dates of amendments. The latest relevant published version including any relevant amendments at date of invitation to tender shall apply. Where a Standard or Code of Practice has been superseded the latest edition of the superseding publication shall apply

The workmanship throughout shall be of the highest standard and the materials in all cases the best quality of the kinds specified. The Architect shall be the sole judge as to the fulfilment of these requirements

3.17 Insurances

The Contractor shall secure prior to commencement and maintain for the duration of the Contract or up to Substantial Completion as the case may be all of the insurances to be provided by virtue of his obligation under the Conditions of Contract Clause 3 and all Clauses referred to therein, to values not less than these designated in the Schedule Part 1.

The Contract site for the purposes of invoices shall curtail the whole of the contract site

Submit proof to the Employer that insurance in accordance with Conditions of Contract are in effect before commencing the Works

3.18 Bond

Obtain an approved guarantee bond for 12.5% of the Contract Sum from an approved insurance company or Bank for the due and proper performance and completion of the Contract. Deposit the bond documents with the E.R. before commencing the Works (refer model form for See also Schedule Part 1E and Summary performance bond in works requirements)

The amount shown in the tender for the Guarantee Bond shall be deducted from the Contract Sum if the E.R. decides that a Guarantee Bond is not required. The amount shown in the tender for the Guarantee Bond shall also be deducted from the Contract Sum if Sureties are accepted in lieu of the Bond

3.19 Labour

Provide for all costs in respect of labour including costs or, for example Social Welfare Acts Conditions of Employment Acts Insurance (Intermittent Employment) Act

Holiday (Employees) Act

Redundancy Payments Acts

Industrial Training Acts

Factories Act, Building (Safety, Health and Welfare) Regulations

Safety, Health and Welfare at Work (Construction)

Regulations current

Travelling time, Expenses, Fares, Transport

Guarantee time

Non-productive overtime and other expenses

in connection with overtime

Incentive and bonus payments

Sick Pay Disbursements

Country Money

Pension

Give the E.R. each week a daily return of the number and description of tradespersons and general operatives employed on the Works including those employed by Sub-Contractors listed separately

Persons engaged upon the Works shall insofar as practicable without affecting the efficiency of the work be recruited from the local office of FAS to the extent that the total labour requirements of the Contract exceeds the Contractor's own workforce. The Contractor must when requested by the Architect provide a schedule of names of workpeople which he proposes to import from outside the district

None but qualified and competent workpersons shall be employed on the Works and the Contractor shall furnish such evidence as the E.R. may require as to the qualifications and competency of any workpersons.

The Architect shall have the power to have dismissed from site any workpersons who misconducts himself/herself or who is incompetent or negligent, and the E.R., shall be the sole judge in this matter.

The Contractor shall be responsible for keeping all workpersons under his control and within the confines of the site. Provide for all transport for workpersons to and from site as required All labour employed on the Works shall be members of recognised Trade Unions

Materials

All materials used in the Works shall be new unless otherwise described Where materials or components are specified to comply with a National Standard Specification the relevant Standard number shall be marked on the commodity itself or on the delivery note accompanying the commodity

Provide in respect of materials or components manufacturers' certificates of compliance with Standards when requested by the E.R.

If in the opinion of the Contractor anything described in the Bill of Quantities or shown on the drawings is unsuitable or inconsistent with his responsibilities under the Contract, he shall draw such matters to the attention of the Architect before submitting his tender or in the case of documents or instructions issued after the time of tendering as soon as possible and in any case before the commencement of any part of the Works which might be affected

3.20 Programming, Progress

Progress Schedule

The Contractor shall submit with his tender an outline programme together with brief method statement describing his approach to the construction of the project. Prepare prior to commencement of the works, a fully detailed progress schedule for the due completion of the works, including all Sub-Contractors work on or before the Date for Substantial Completion stated in the Appendix to Standard Conditions. When approved by the E. R. this schedule shall be adopted for use throughout the duration of the contract and shall be up-dated by the Contractor at period not exceeding one month

Progress Reports

Each month the Contractor shall submit, in writing, to the E.R. a detailed report, giving a detailed description of progress of each stage of the works against the Contractor's current programme, the names of specialist and off-site suppliers of the main works and progress report on such, details of contractors personnel and contractors on site, status of preparation and review of contract documentation, copies of quality assurance documents, test results and certificates, details of when any instruction where given by the E.R. details of any works or other things to be given to the Employer, details of any delay events and compensation events that have occurred over that period, details of any accidents, injuries, etc which may have effected the works, details of anything that may have an adverse effect on the execution of the works and risk mitigation steps taken by the Contractor, additional information the Contractor considers relevant to the project

The Contractor shall submit a programme in accordance with the works proposed provisions when requested by the E.R. the lowest evaluated tender shall submit, within three working days to the E.R. for his approval a programme showing the order referring to work sequence which he proposes to carry out the Works, the duration of each activity and the resources to be employed by the Contractor for each activity, together with a description (including diagrams and drawings as necessary) of the arrangements and procedures for construction which the Contractor proposes to use. The programme and description shall incorporate the required work sequence. The programme shall also specify the drawings and other information required by the Contractor from the E.R. for each activity and the period before the start of the activity by which the information is reasonably required. The Contractor shall furnish such further details and information as the E.R. may reasonably require about any such matters or any other matter. The programme must include for all specialists. The programme shall be agreed with the E.R. and shall form part of the contract

Mark up Master Programme at regular Progress Meetings with progress to date, Current Target Programme completion date, RFI Schedule, 2 weeks look ahead Schedule. Provide two copies of the revised and updated Programme for the E.R.

Maintain an up-to-date record of progress at weekly intervals. Display progress on the site office copy of the progress chart

The Contractor, or a responsible official from his organisation shall attend progress meetings which will be held at intervals decided by the E.R.

Inform such Sub-Contractors and suppliers as are necessary that their attendance at progress meetings shall be required

The E.R. shall chair progress meetings and will take minutes of the meetings and distribute them to those concerned. The Main Contractor shall hold separate progress meetings with all subcontractors and will take minutes of meetings and distribute them to those concerned

The Contractor shall provide for all on site and off-site management costs necessary for the execution of the Works

The General Foreman shall advise the E.R. of any variations in work likely to be hidden or likely to become inaccessible and keep accurate measurement and sketches of any such work and furnish such information on request

The Contractor is to make his own enquiries as to the availability of labour for the Contract and is to allow in his tender for all additional cost of any importation of labour from other districts that he deems will be necessary and also any cost in providing transport for work-people. No subsequent claim for additional costs arising from any

importation of labour and transport will be considered and the Contractor will be deemed to have made full allowance in his Tender for such a Contingency

The Contractor shall provide for all costs in respect of any incentive and bonus payments necessary in respect of workmen and any other disbursements arising from the employment of labour not already included elsewhere including all necessary overtime and other costs associated with the order of the works

Assignment

Consent or approval under Clause 1, sub-clause 1.8 of the Conditions of Contract (Assignment) if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the Sub-Contractor, his agents, servants or workpeople, as fully as they were the acts, defaults or neglects of the Contractor, his agents, servants or workpeople

Unfixed Works items

The E.R./Architect/Engineer may ask the Contractor or specialist Sub-Contractors (through the Main Contractor) for proof of full ownership (free from any lien or charge) in certain goods or materials delivered to the site to be embodied in the works in accordance with Clause 11 sub-clause 11.2. If this proof is not forthcoming the Employers Agent will be entitled to withhold certifying payment in respect of goods and materials in question. Payment for goods will be based on percentage value of 'material costs only' as stated within Contract Schedule 1 Part L

Any work which may cause disturbance to the occupants and use of existing building must be carried out outside normal working hours in agreement with the Architect.

The cost of such work outside normal working hours must be included for in the tender and no additional amounts will be payable later for such work

No work shall be sub-let without the written consent of the E.R.

No claim for extra for working of overtime will be allowed

The Contractor shall submit to the Architect as soon as possible from the date of the order to commence all shop drawings which require the Architect's approval.

The Contractor shall be responsible for checking all schedules and drawings supplied by the Architect and all shop drawings approved by the Architect. In the event of any discrepancy being found between such schedules and drawings or if the Contractor considers that additional detail drawings are required then in either case, the Contractor shall report such discrepancy to the Architect for instructions or apply in writing for such detail drawings at least one month before the Works concerned are to be executed. The Contractor shall ascertain from the drawings, or otherwise any holes, recesses, plugs, etc., which may be required in time to form these as the work proceeds. No extra payment will be allowed for cutting or forming such holes, recesses, or plugs subsequently

Temporary Works

Provide and erect a temporary Site Sign approx sign face of 5 metres x 3 metres in a prominent position giving all details of Project, Employer, Funding Agencies, Consultants, and Sub-Contractors, Logos, etc all as shown.

Provide all necessary temporary signage, safety notices, etc as required, subject to prior to agreement with the E.R.

Temporary Services

Provide an adequate supply of clean water for the Works and pay all charges. Distribute around the site as necessary, subject to agreement with E.R.

Provide all necessary electricity for power and light for the Works and pay all charges Provide temporary telephone and fax facilities as required for own use and Subcontractors and pay all charges

Attendance on Other Parties

The Contractor shall be responsible for the co-ordination of the whole of the Works including Sub-Contract installations and shall organise the whole of the Works including Sub-Contractor's installations to ensure their proper progress

Provide for the duration of the Contract general attendance on Sub-Contractors and public authorities engaged on the Works concurrent with the Contract as follows:-

Use of the Contractor's temporary roads, pavings and paths

Use of the Contractor's standing scaffolding, standing power operated hoisting plant

Use of mess rooms, sanitary accommodation and welfare facilities
 Provision of space for Sub-Contractors' own offices and for storage of plant and materials
 Provision of temporary lighting and water supplies
 Clearing away rubbish
 Examination of Works

The Contractor shall be deemed to have made a thorough examination of the drawings, specification, the site and all features thereof, with all mains, drains, adjoining premises and property or other things affecting the works which can be ascertained by such examination as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed

Site dimensions

Take all necessary site dimensions before any work has commenced; any discrepancy with figured dimensions on the drawings shall be pointed out to the Architect for instructions before proceedings, in accordance with the Conditions of Contract
 Contractor to take charge

Take entire charge of the building works until handed over to the Employer and be responsible for and make good all injuries and damages occasioned to the said works by causes over which the Contractor has control. He shall take the proper precautions to prevent such happenings and accept liability for all risks and hold the Employer harmless from any claims for injuries to persons, animals or things, or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or anyone in his employment during the execution of the works – Note that under the new BC(A)R regulations, that may be 2 – 3 weeks after completion of the works.

Obtain guarantees of materials and workmanship normally issued by a Sub-Contractor for periods in excess of the Contract Defects Liability Period and forward to the E.R./Architect. The Contractor shall at his own expense perform any duties and carry out any work necessary to obtain such guarantees.

Obtain certificates of fire resistance for fire-resisting doors and fire stopping materials and forward to the Architect

Provide for general attendance on all subcontractors as set out in ARM section B Clause 4 (w)

The Contractor shall obtain from all Sub-Contractors at an early stage in the Works full particulars as to their requirements with regard to leaving chases, recesses, holes and other details and shall supply them with and obtain from them all necessary dimensions and other information so that their work may be correctly executed and subsequent alterations avoided. If the Contractor fails to do this, he shall carry out all such alterations and consequential work at his own expense.

Provide use of a 30 m steel tape, dumpy level, theodolite, tripod and metric staff for the Architect or his representative as required. The equipment shall be maintained in proper adjustment. Provide the necessary attendance for the Architect or his representative

Setting Out

Establish a master bench mark on the site for the duration of the Contract. Relate the master bench mark to Ordnance Datum. The permissible deviation in level between the master bench mark and finished level shall be plus or minus 2 mm
 Set out the Works in accordance with the drawings.

Do not scale the drawings. Use dimensions figured on the drawings for setting out the Works. The Contractor shall check all dimensions, levels etc., on the drawings and on site particularly the correlation between components and receiving dimensions

Protecting

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

Handle and store materials in accordance with the manufacturer's recommendations. Do not use materials which have been stored for a period in excess of the manufacturer's recommended shelf life

Cleaning

Remove all rubbish from the Works as it accumulates and maintain the Works in a clean and tidy condition for the duration of the Contract

Clean the Works internally and externally remove all rubbish, wash, polish and clean all surfaces, glass, etc., and leave the entire Works in a tidy condition ready for occupation and use

Leave the building and surrounding areas clean and fit for use on completion to the entire satisfaction of the E.R.

Drying the Works

It will be the Contractor's responsibility to ensure and provide all necessary equipment, etc., for drying out of the works to meet all requirements of the programme

Provide for all temporary equipment, fuel and attendance for drying out and controlling the humidity of the Works. The permanent heating installation may not be used for this purpose. Replace all damaged works by lack of adequate drying and/or humidity control

Dry out the Works as required to facilitate progress and to prevent damage to or deterioration of the Works

Do not use the permanent heating installation for drying out the works for any purpose other than testing

Provide for all necessary temporary ventilation, etc.

Control humidity as required to facilitate progress and to prevent damage to or deterioration of the Works

The Contractor will be responsible for drying out and controlling the humidity of the building. The contractor is to maintain a minimum temperature of 10 ° C or such high temperature as is necessary during the progress of the Works in all parts of the building when they are nearing completion and whenever else necessary to avoid risk of damage from condensation, etc.

The Contractor's attention is particularly drawn to the British Codes of Practice which call for special methods of curing, laying and maintenance of materials in particular conditions or at a certain moisture content or temperature range and to Conditions adopted by the Association of Flooring Contractors and similar bodies

The Contractor must allow for all costs including the provision of all necessary appliances, labour, supervision, fuel, electricity, water, insurance, attendance and maintenance and everything necessary during and outside normal working hours, to comply with these requirements

The Contractor will not be allowed to use any part or parts of the Engineering plant for the purpose of complying with the above 'drying out' clauses but shall himself provide all independent heating equipment, fuel, labour and everything required for so doing

Health, Safety Regulations

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

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 including drawings and specifications and consult with the Design Team and relevant sub-contractors

The Contractor shall include for providing assistance to the appropriate member of the design team and to relevant sub-contractors in providing the latest issue of construction drawings for inclusion in the Safety File.

The Contractor shall note that the complete Safety File must be handed over to the Employer prior to the Date of Substantial Completion

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 current Safety Health and Welfare at Work (Construction) current Regulations. The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage pursuant to the Regulations (Provisional)

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

Provide for and comply with the regulations for the following:-

Safe Pass and Construction Skills Certificate schemes operation

Safety Officers and other safety personnel
 Tests and Certificates for plant and equipment
 Safety Signs and Signals
 PPC and PPE requirements for all operatives
 Provision and maintenance of emergency routes, exits and designated personnel responsible for emergency procedures
 Energy distribution installations
 Temporary fire detection and fire fighting systems
 Maintenance of appropriate working conditions and work stations
 Site traffic routes provision and maintenance
 Provision of first aid equipment and first aid room
 The Contractor undertakes to enter into a Collateral Warranty with the Employer for provision of a Project Supervisor under the current Safety Health and Welfare at work (Construction) Regulations in the standard form for Appointment of Project supervisor for Construction Stage issued by the Department

General

Comply with all Acts and Statutory Instruments concerning waste control and dispose of all waste from the site strictly in accordance with these Acts

Safety File.

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 including drawings and specifications see Appendix 4 of this BQ for details and consult full Health & Safety Plan

Spare Parts

At least 2 weeks before Substantial Completion submit to the Contracting Authority a schedule of spare parts that the Candidate's Contractor recommends should be obtained and kept in, for maintenance of the services installations. State against each the manufacturer's current price including packaging and delivery to site.

Waste Management/Disposal

Note: Waste to include excavated material

The Contractor must provide and agree with Local Authority prior to commencement of work on site a complete waste management plan for the project The plan must include for (but not be limited to) providing licences in respect of transportation of waste off site and disposal of waste in currently certified disposal sites approved by the Local Authority. The tender submitted will be deemed to be inclusive of all costs in respect of meeting the Local Authority's requirements in respect of waste management/disposal Waste Management Acts, 1996 to 2004

All contractors, subcontractors and other persons employed on the development shall comply with statutory obligations and the regulations concerning waste management, having particular regard to the WASTE MANAGEMENT ACTS 1996 to 2003.

Persons involved in the management and movement of waste should make themselves familiar with the Waste Managements Acts 1996 to 2003. It is further advised that they be aware of and comply with all conditions contained in the WASTE MANAGEMENT (PERMIT) REGULATIONS, 1999 and the WASTE MANAGEMENT (COLLECTION PERMIT) REGULATIONS, 2002

The following information will be required:-

- a) Prior to commencement of work on site a waste management plan must be submitted to and agreed with Local Authority in relation to the management of waste on site. Waste should be separated on site and reused or recycled in so far as is practicable.
- b) Details of the Waste Collection Permit number/s of those to be employed to transport waste off site. All persons employed to transport waste must hold a valid Waste Collection Permit and comply with the conditions of the permit.
- c) Details of the Waste Permit numbers of site/s where waste is to be disposed. Waste must only be transferred to a permitted site.
- d) Waste is defined as per the European Waste Catalogue and Hazardous Waste List which includes excavation waste, (rock, stone, soil, subsoil, tree roots etc.,) demolition waste, (concrete, timber, metal, glass, insulation, etc.) packaging waste (pallets, plastic, cardboard, ties, wrap, etc.) building material, (concrete blocks, bricks, cement, timber, tiles, electric cable, metal, etc.) Municipal waste (packaging, canteen waste etc.).

e) The Contractor must prior to commencement on site submit to the Architect and Local Authority details of the measures necessary to prevent the spillage of waste material on the public highway and details of the disposal of all construction and demolition waste for the agreement of the Planning Authority

All waste materials occurring or arising from the proposed development and including waste building materials, demolition rubble, excavated top or sub soil not for re-use within the site and any other pre-existing rubbish or debris, located on or within the site shall be disposed of by the Contractor to an authorised place of disposal in accordance with a scheme or programme the written details of which shall be submitted to the Planning Authority for approval prior to the commencement of any development within the site. In addition, a necessary waste permit shall also be obtained from Local Authority Environmental Services Section in respect of these works and the disposal site to which they relate where the site is not an authorised one

Where top soil, sub-soil to be re-used or recycled in the proposed development or waste materials for disposal elsewhere are to be stored on the site on a temporary basis pending such re-use or disposal, they shall be stored separately and in a manner and location such as will not give rise to undue nuisance to the owners/occupants of any adjoining property or member of the public using the adjoining or adjacent public roads or footways (e.g. through dust nuisance) and to be approved by the Planning Authority as part of the scheme or programme required to be submitted as noted above

All necessary measures shall be taken by the Contractor to prevent any spillage or disposition of clay, mud, dust, rubble or other debris, whether arising from vehicle wheels or otherwise, on the adjoining and/or adjacent public road network during the course of the construction works. As part of this a wheel wash shall be provided within the site and the Contractor shall arrange to have the road cleaned on a regular basis during the course of all construction works to the satisfaction of the Planning Authority

The Contractor shall provide adequate on site vehicular parking facilities for site workers during the construction of the proposed development, to the satisfaction of the Planning Authority

3.21 PSDP Requirements

The Main Contractor shall employ:

One competent Temporary Works Designer, who must take overall responsibility for the stability of all works including permanent and temporary works during the entire construction phase and who will liaise with the PSDP and Designers. This designer must be competent in temporary works design, and will be required to demonstrate that he/she has safely provided for the complex forces involved in temporary works/permanent works interaction at the various stages of construction.

A site engineer competent in these who will be responsible for ensuring all temporary works designs are implemented on site and who will liaise with the Temporary Works Designer, other Designers, the PSDP and the PSCS, and who shall advise the designers and the PSDP of any changes either due to unforeseen issues or any other cause during the construction of the Works. The Site Engineer shall ensure that all existing underground services whatsoever are located by non-disruptive methods by a competent and certified person prior to any works commencing

A competent temporary electrical services designer who must take overall design responsibility for the safety of the electrical services installation during the entire construction phase

The Main Contractor must provide a Method Statement to the PSDP setting out detailed methods of construction for any elements where scheduled particular risks or non scheduled particular risks have been identified and seek confirmation from PSCS that these have been incorporated in the Safety and Health Plan

Where there is identified a particular sequence or method of construction which has been assumed by the designer, the Temporary Works Designer shall provide method statements to the Permanent Works Designer demonstrating how the temporary works design does not conflict with the Permanent Works Designers assumed methods/sequences. If the Temporary Works Designers are proposing to use methods/sequences which differ from the assumed methods/sequence of construction, they should advise the PSDP and the appropriate Designer

The Main Contractor shall appoint a competent traffic management designer who will provide detailed temporary traffic management plans to be passed to the PSCS and form part of the Safety & Health Plan to be implemented on site under the coordination and monitoring of the PSCS

The Main Contractor must contact the PSDP if the new conditions arise on site, relevant to traffic management, which could affect the safety, health and welfare of any persons affected by the Works

The Main Contractor shall arrange for all specialist and Temporary works designers to attend meetings, when requested, with the PSDP, PSCS and permanent works designers in order to coordinate the activities of all designers, both permanent and temporary for all of the contract works

The Main Contractor and all his appointed designers shall comply with all Safety, Health and Welfare at Work legislation, including Acts and Regulations. Unless otherwise satisfactorily provided for the Contractor and all designers shall comply with the relevant HSA Codes of Practice. Particular attention is drawn to the new "Code of Practice for Avoiding Danger from Underground Services" issued by HSA in January 2010, replacing the previous edition, with which the Contractor and his appointed designers should comply, unless other satisfactory provisions are made. The main contractor must provide all information to the PSCS necessary for the PSCS to comply with Regulation 21(1)(b).

This information shall be provided to the satisfaction of the PSDP prior to the issue of the Substantial Completion

Certificate

The Main Contractor must gather all information (including drawings, specifications, Operation/Maintenance manuals, Design Criteria/loading, etc...) before completion of the project. The PSCS shall pass a soft copy of the Safety File to the PSDP on a preliminary basis. When PSDP has approved the format and contents of the Safety File, the PSCS shall forward soft copy of final Safety File to PSDP and Client, with a hard copy to Client only. (see also Client DigitalProject Safety file requirements as previously listed)

PSDP will be required to submit documents to the Client as part of the PSDP duties under the Regulations. These documents will include documents received from designers and contractors and PSCS. All designers and contractors and PSCS will be deemed to indemnify the PSDP against any liability, losses, damages, claims, proceedings and costs resulting from the use or copying of any documents passed to the PSDP, including any documents in any electronic format, and including any documents from third parties

The Main Contractor will be appointed as PSCS and subject to demonstrating competence and adequacy of resources as set out in the Contract Documents

The Client reserves the right to terminate the role of the PSCS at any time and appoint a new PSCS and that the Client will not be liable for any costs or losses arising from this termination

The PSCS must comply with the Safety, Health and Welfare at Work (Construction) Regulations 2006 including: Following appointment as PSCS, develop the Safety and Health Plan including, updating it with design information passed on by the PSDP. Ensure that all personnel on site have appropriate training, Safe Pass and CSCS where necessary, and the records of same, including copies of certificates/cards, shall be kept on a readily accessible file for inspection, and copies passed on to the client when required. Assist the PSDP where required to allow the PSDP to comply with the Regulations Coordinate the contractors who will be providing information to the PSDP for the Safety File. Allow for any work in connection with providing the Design Safety Assessment and Permanent/ Temporary Works Design Certificate documents

3.23 PREAMBLES AND AMENDMENTS TO ARM 4

3.24 GENERAL DESCRIPTIONS OF MATERIALS AND WORKMANSHIP

PREAMBLES

References to Preambles and/or Specifications hereinafter are mutually inclusive and both are thereby referred to.

Materials and Labours

All materials and workmanship shall be the best of their respective kinds and subject to the Employer's Representative's approval. The word "best" shall mean that in the opinion of the Employer's Representative's, there is no superior article or material on the market and no better class of workmanship. The Contractor shall if required, furnish vouchers to prove that the materials are as specified. None but fully qualified and competent tradesmen together with their necessary labourers or helpers, shall be employed on the works, which shall be carried out and completed in the best and most substantial manner.

Manufacturers Instructions

All proprietary material shall be used in strict accordance with the manufacturer's instructions

3.25 DEFINITIONS

Singular/Plural

Words importing the singular only include the plural and vice versa when the context requires.

Abbreviations

The following abbreviations are used:

B.S.	British Standard Specification
B.S.C.P.	British Standard Code of Practice
I.S.	Irish Standard Specification

Figures

Figures in descriptions are millimetres unless qualified by a unit of measurement or by a word or phrase indicating a reference, e.g. B.S. pipe, grade or are associated with a dash e.g. rebates -2. A figure associated with a dash gives the number of times the condition described occurs.

Elsewhere measured

The "elsewhere measured" qualifying any part of a description means that provision is made elsewhere in the Bills of Quantities for the part so qualified

Fixing by Bolting, etc.

The term "fixing by" used in connection with any method of fixing is a description of fixing method only and excludes the fixing devices

Holes

The provision of holes is deemed to be included in work described to be fixed with screws.

Preparation of Surfaces

Descriptions of finishing applied to new surfaces are deemed to include the preparation of these surfaces to receive the finishing

Rock

Rock shall mean solid rock that can be only removed by special rock breaking equipment.
Boulders less than 1 cu m in size shall not be treated as rock

Employer's Representative (E.R.)

The E.R. shall be taken to mean the E.R. named in the Conditions of Contract or his nominated representative

Approved

"Approved" shall mean approved in writing by the E.R.

Instructed

"Instructed" shall mean instructed in writing by the E.R.

Nominated

"Nominated" shall mean nominated in writing by the E.R.

Proprietary Names

Or equivalent

The words "or equivalent" after a product or proprietary name mean that a product meeting the standard of the named or better

product in all respects is acceptable (without prior approval). The onus is on the Contractor to ensure that the material meets the standard required by the architect. Such proof of compliance may involve tests, agreement certificates insurance backed guarantees or other means of proof of compliance.

The product must be approved by the architect.

Standard Codes of Practice

"I.S." or "B.S." following by a number means respectively, the Irish or British Standard Specification relating to a particular product. Where references herein to Irish, British or other National Standards or codes of Practice does not give the year of issue or dates of amendments, the latest relevant published version, available at the designated date, shall apply, including any relevant amendment. Where a Standard or Code of Practice has been superseded, the latest edition of the superseding publication shall apply. The Contractor

shall obtain all such standards specifications as are relevant to the works and shall keep them on the site for reference. Irish Standard Specifications shall take precedence in all cases. 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, will also be accepted, subject only to the approval of the E.R.

Dimensions

Where an in a description is followed by a single dimension, the word "thick" shall be implied. Where an in a description is followed by two or three dimensions the word "size" shall be applied. Where dimension of bars, tubing, pipes and pipe fittings are stated, the word "diameter" shall be applied. Dimensions are stated in the order of length, breadth and height or breadth and height, except in the case of timbers, where the normal method of placing the larger dimensions first is used. Any exception to the above will be stated in the descriptions

Provisional Sums

There are no Provisional Sums allowed in this Tender/Contract

Provisional Quantities

There are no Provisional Quantities allowed in this Tender/Contract

Dayworks

Should the E.R. instruct that certain works be executed and valued on a dayworks basis, then the valuation will be made on the basis of the rates inserted in the Tender and Schedule

Prime Cost Sums

The are no Prime Cost Sums allowed in this Tender/Contract.

Old Materials

Old materials specifically required to be re-used in the work are described as "to be stored for re-use" and this description is deemed to include loading, moving, storing and protecting; re-fixing is measured elsewhere.

Old materials specifically required to remain the property of the Employer are described as "to be stored for Employer" and this description is deemed to include for depositing on site where directed by the E.R.

Dimensions

Dimensions given in descriptions are nominal

Tamping

The term "tamping" in conjunctions with the phrase "treating surfaces of unset concrete" means the final compaction and surface finish to be applied to unset concrete beds or the like with a steel shod beam tamper either manually or mechanically operated unless otherwise stated. The resulting surface finish shall have a slightly ribbed appearance.

Preparation of Surfaces

Description of finishing applied to new surfaces is deemed to include the preparation of these surfaces to receive the finishing

3.26 AMENDMENTS TO AGREED RULES MEASUREMENT 4 EDITION

General items described as composite items or items with the abbreviation "NOT ARM" are not measured in accordance with ARM 4

3.37 FIRE SAFETY

APPROVED FIRE SAFETY CERTIFICATE: The Fire Safety aspect of the works will be subject to and carried out in accordance with the fire safety certificate issued by Galway County Council, and in compliance with the current fire codes and the Building Regulations. Any fire stopping required around pipes, ducts, doors or the like and/or between walls and roofs shall be of a recognized proprietary type and shall be installed by a fire specialist who shall certify that all of the fire stopping and/or fire ratings as required by the fire safety certificate has been achieved.

APPENDIX A

(i) Contractors monthly interim compliance certificate

Contractors to insert the following text into his/her own letterhead and to be signed by the Contractors Representative.

"I confirm that the works as built to date and the materials used to date in relation to the construction contract for Heating and Ventilation Services for Ionad 2, Baile an tSagairt, An Spideál. comply fully with the contract requirements, including but not limited to the materials performance aspect of the specification and also including but not limited to the contractors obligations under Article 1 of the agreement".

(ii) Certificate for Payment (Copy of the standard RIAI Certificate of Payment)

Architect's name and address:	NJ. Kearns & Co Ltd Unit 6 Dun Eibhir, Na Forbacha, Co na Gaillimhe		Certificate for Payment Euro
Employer's name and address:	Údarás na Gaeltachta Na Forbacha Co Na Gaillimhe	Serial No: XXXXXXXXXX	Previous No:
Contractor's name and address:		Issue date:	Valuation date:
		Installment No:	Job Reference:

I hereby certify that in accordance with the terms of the Contract dated _____
for the works described as: _____
for which the Contract Sum is _____
payments as detailed below are due:

	Amount (excl. of VAT)	VAT	Amount (incl. of VAT)
Value of Works Completed	€ _____		
Less Retention @ %	€ _____		
Balance	€ _____	€ _____	€ _____
Less previously Certified	€ _____	€ _____	€ _____
Total now due to Contractor	€ _____	€ _____	€ _____
Less amount from the Joint Account to Contractor (if applicable)			€ _____
Amount due for payment by Employer to the Contractor			€
In words: €			
Net amount in joint Account prior to this Certificate			€ _____
Amount due for payment by Employer to Joint Account			€
In words: €			

Signed: _____ Architect
Member of the Royal Institute of the Architects of Ireland.

This is not an invoice for purposes of VAT. Payment should be made only on presentation of this Certificate accompanied by an invoice from the Contractor showing amount of VAT properly payable.

Copy to:- Contractor ☐ Employer ☐ Quantity Surveyor ☐ Architect's file ☐

© RIAI 2001