



SUMMER WORKS 2026 – REMODELLING OF ENGINEERING/CONSTRUCTION ROOM

at

**RATHDARA COMMUNITY COLLEGE, CORDUFF,
BLANCHARDSTOWN, DUBLIN 15**

prepared for

RATHDARA COMMUNITY COLLEGE

VOLUME A – WORKS REQUIREMENTS

DOCUMENT REF: 2636-VA-WR

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1. Project Particulars

1.1. Names of Parties

Employer The Board of Management, Rathdara Community College, Corduff, Blanchardstown, Dublin 15	Architect Dermot F. Geoghegan Architects, Apartment 2, 18 Castle Street, Co. Carlow
Quantity Surveyor ANA, The Waterfront, Mill Lane, Carlow R93N6F5	M&E Engineer Geaney Engineering Consultants, Waterford Business Park, Studio 22, Cork Road, Waterford

1.2. Description of Works

The works consist of the remodelling of the Engineering/Construction Room at Rathdara Community College, Corduff, Blanchardstown, Dublin 15.
The contractor must be competent in managing works of this nature and scale.

The Contractor shall note that the works are carried out in a School environment and should take care to ensure no unnecessary disturbance to the public, users of the facilities, or neighbouring residents is caused.

1.3 Phasing of Work

The works will be carried out in 1 phase.

For full details and specifications of areas to be included please refer to the Engineers drawings and specifications thereon.

In broad terms, this Phase of Works includes;

The re-modelling of a Engineering and Construction rooms and associated store rooms, including new wall, ceiling and floor finishes, updated M&E items, as well as new fitted furniture.

2. Statutory Approvals/Compliance/Consents

2.1 Not Applicable

2.2 Consents/Building Regulations/Licences

The Contractor shall carry out the Works in accordance with the provisions of the current Building Regulations. He shall inform the ER of any specific requirement of the drawings or specification which he considers being in contravention of the Building Regulations. The ER shall take account of the Contractor's submission and issue instructions accordingly as he shall see fit.

The Contractor will prepare and lodge all relevant commencement notices/ notifications with the relevant Local Authority/Public Bodies.

The Contractor is to make relevant provision for any and all other statutory requirements, notices, licences and consents required to carry out the works such as but not limited to:

- Temporary Road Closure Licence.
- Waste Management Licence.

- Work Permits.
- Road Opening Licences.

3. The Site

3.1 Description of Site

Location

The project is located at Rathdara Community College, Corduff, Blanchardstown, Dublin 15.

Please refer to the Tender drawings for exact details of locations, boundaries, and access to the proposed works.

Site Compound

The Contractors site area is to be confirmed with agreement from the School and ER. No areas outside of these agreed Boundaries are to be used as Contractor's compound space. Work areas are to be adequately screened off with painted timber hoardings as required.

The contractor shall confine his Activities to work areas

Site Boundary

The boundaries of the overall site are shown on Architect's drawings

The Contractor **must** confine his operations to the site boundary.

Access

The Contractor's access will be from the public roadway. Any damage to the existing tarmac surface, kerbing or landscaping is to be made good on completion. The contractor is to include for providing any temporary hard standing areas that are deemed necessary within the Contractors working area. The contractor is to allow for the removal of these and reinstatement of any damaged surfaces on completion. The Contractor is to provide all necessary works to allow safe access and egress from the Contractors Site Area to the public roadway.

3.2 Phasing

These Phase 1 works will be carried out in a single phase.

As stated in the works requirements, the contractor is required to state the earliest Commencement date and completion date for the proposed works and these dates will be Inserted in the building contract and will be strictly adhered to. Starting date, completion date And programme will be taken into consideration in awarding the contract.

3.3 Considerations

Below is a list of provisions that the contractor shall take into account when pricing and scheduling the project. The list is not intended to be all-inclusive; it is intended to bring to the attention of the contractor some of the major scheduling issues on the project.

1. Working adjacent to existing residential areas environment. During the works the Contractor must inform the staff / residents of operational issues and fully and safely co-ordinate the works with the normal running and operation of the residential area where possible.
2. Complexity of the proposed construction including available site area.
3. Site Compound Fencing - erection, modifications, dismantling and re-erection and maintenance throughout.

4. Access routes (roads, paths, car park areas) must be kept operational throughout the project for staff, passengers and visitors. They must be kept clean.
5. The Contractor must provide security for the areas where the Contractor is working during the shift times. The Contractor must provide fulltime security for the Contractor's compound to cover all plant and accommodation.
6. Lead times required for delivery of materials.
7. Local uses, practices and procedures.
8. Provision of a minimum of 48 hours advance notice of need to work to access areas outside of the general work area.
9. The Contractor shall not allow construction to interfere with the owner's occupancy/ operation, unless otherwise specifically approved by the ER in writing prior to interference. Any time required to schedule such interferences to have minimal affect on operations of the residential area shall not be a basis of either delay or cost claim by the contractor.
10. Pre-planning, phasing and sequencing is crucial to this project for its smooth completion.
11. Complying with all planning approval conditions
12. Asbestos Removal by specialist sub-contractor

General Considerations

Tell the public what is happening – make every effort to ensure that people who are affected by the works know what is happening. The Employer shall appoint a liaison person who is the point of contact for the neighbouring residents. The designated Contractor's Representative must liaise with the Employer on all issues relating to the general public.

Signage is very important – When access routes or the location of facilities change, either temporarily or permanently, clear signage is required.

Establish and enforce exclusion zones – Keep non-essential staff away from potentially hazardous areas.

It is essential to keep unauthorised people out of the works area.

Minimise fire risk – Take all possible steps to cut the risk of fire during the work.

Essential circulation routes – Fire escapes and other vital circulation routes must not be compromised. Where feasible avoid residential user routes passing through Contractor's areas (and vice versa). The

Contractor's should not obstruct any essential route with any materials, plant or vehicles. Where this is not possible the contractor is to ensure that protective corridors through the site works area are to be provided.

Establish secure boundaries – Ensure that the Contractor's compound area has a secure boundary.

3.4 Visit Site

The Contractor will be deemed to have visited the site and ascertained the existing site layout and levels, facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working. He shall be taken to have acquainted himself with the nature of the soil and other features of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the Works.

The Contractor shall have regard to the convenience of anybody who may be affected by the Works with regard to the approaches to be used, suitable times for making deliveries and other matters affecting them.

He must take all the above matters into account when tendering and no claim for any extra labour or materials costs will be allowed in consequence of this failure to do this.

The Contractor is to visit the site by arrangement through Dermot F Geoghegan Architects (Employers Representative) on 059 9135982. A site visit will be facilitated on specific dates.

It is recommended that all tenderers of this project visit the site prior to tender return.

3.5 Existing and Adjacent Buildings

The other areas of the adjacent dwellings adjoining the site will be fully occupied during all phases of the works.

The Contractor must provide method statements to the Employer for approval seven days in advance of the intended date of the work. The Contractor shall liaise with the Employer and ER with regard to suitable times for carrying out the work. When access is required to existing areas outside the boundary of the site a full method statement is to be prepared and agreed in advance of such works being completed.

3.6 Existing Services

The Contractor shall make himself aware of the presence and location of existing underground and overground services and shall take all necessary precautions to avoid interference or damage to these services during the execution of the works. The Contractor will be deemed to make the necessary allowance in his rates for working in and around and maintaining live these services. In relation to existing services, the contractor shall give utmost consideration to the dependence by the adjacent residences on these services.

The Contractor's attention is drawn to the presence of existing underground services particularly those in the vicinity of the Works. Any damage to live underground services caused by the Contractor or his sub-contractors shall be made good at the Contractor's expense.

Great care must be taken to avoid damaging any services on the site or outside the boundary of the site during the execution of the works.

Prior to commencement of the works the Contractor shall check and confirm the accuracy of the existing services drawing on site and shall proceed with care to ensure that existing services which have not been identified are not damaged by the execution of the works.

On completion of the works the Contractor shall provide the Employer with an updated survey drawing to indicate new services installed under this contract, existing services which have been removed or modified during the carrying out of the works and any additional services not indicated on the existing services drawing which have been discovered during the execution of the works.

3.7 Work Outside Site Boundaries

At this time, no works are envisaged outside of the site boundary. However in the event that works fall outside the site boundary, the contractor is to include for providing method statements for undertaking the work, working outside of normal hours, inconvenience caused by car-parks, obstructions, temporary site compounds, protective fencing, trench plates and boxes, signage, additional security and liaising with residents and the Design Team including additional meetings where necessary.

3.8 Condition Survey

A full photographic condition survey and written report is to be carried out to the existing areas of the residential areas in the vicinity of the works and any other area to be accessed by the contractor both inside and outside of the site boundary. This condition survey and walk around with the ER is to be carried out to highlight the condition of these areas prior to the Contractor's use of same and Works required to be carried out therein.

3.9 Water Supply

The Contractor shall arrange for his own temporary water supply.

3.10 Power Supply

The Contractor shall arrange for his own temporary power supply. The Contractor will not be allowed to use the Employer's electrical power supply for the Works.

3.11 Ancient Works

The Contractor shall not disturb any ancient works without the ER's permission and shall at once hand over to him any object of antiquarian, geological or other interest or value discovered during the process of the work.

3.12 Materials

The material and preparation of the area is in accordance with the Engineer's specification.

3.13 Labour

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

The Contractor shall ensure that all work people employed on the Works (including those of sub-contractors) are registered for PAYE and PRSI.

The Contractor shall maintain proper wage books and time sheets showing the wages paid and the time worked by all work people in the execution of the contract. Such wages books should show the PRSI number of each work person. The Contractor shall produce such wages books and time sheets whenever required for the inspection of any person authorised by the Employer.

When the working of overtime is made a condition of employment in any particular trade no claim for extra payment will be allowed under this heading. Claims for overtime will only be considered (without prejudice as to their allowability or otherwise) when authorised by the Employer's Representative in writing.

The Contractor must include in his rates for all overtime deemed necessary to achieve the completion date.

3.14 Inspection

The Contractor, before covering up any work, shall give the ER reasonable opportunity to inspect the work already executed.

The Contractor shall give such notices and provide such facilities as may be required to Statutory Undertakings entitled to carry out inspections or examinations of the Works or part of the Works.

3.15 Tolerances

Unless specifically stated otherwise, the accuracy of the Works shall be in accordance with Engineer's specification.

3.16 Protection of the Works

All work shall be adequately protected during the Works by temporary casings or otherwise as required.

Provide for carefully covering and protecting the works at all times against damage from inclement weather, impact or any other cause. The Contractor will also provide all necessary protection to prevent any damage to existing buildings, fences, gates, walls, roads, services, sewer pipes, tanks etc. paved areas, trees, general planting and any other site features which are to remain in position during the execution of the works.

3.17 Disposal of Spoil

Excavated Materials and other surplus materials arising from the work shall be disposed of on site as noted on the drawings.

3.18 Works to be Carried Out Concurrent with the Works by the Employer's Personnel or Others

The Contractor is to allow access by the Employer's personnel to the works area if required. In addition, the Employer's personnel may require access for general maintenance.

Should any interference occur between Contractors, the ER may furnish the Contractor with written instructions designating priority of effort or change in methods, where upon the Contractor shall immediately comply with such instructions.

3.19 General Working Constraints

All necessary measures shall be taken by the Contractor to minimise disruption and disturbance to the Public Areas and its users, both residents and the public, during the works.

It is a condition of working, therefore, that the Contractor must:

- not use the site for any other purpose other than carrying out the works
- Confine the location of site cabins, storage compounds, delivery zones etc. to the areas identified on Architects drawings. Contractor's loading and unloading will also be restricted to the delivery areas shown and no parking or waiting will be allowed except in the designated delivery areas. This applies to the delivery of the materials and also the drop off and collection of the specialist equipment / plant. The Contractor must ensure that vehicular access for the public, staff, emergency vehicles (including ambulances) and all other transport, including deliveries, is maintained at all times.
- liaise and co-operate continuously with the ER to ensure that the minimum disturbance and upset is caused to the public users of the space or adjacent residents.
- keep noise to an absolute minimum and the Contractor must do everything possible to minimise disruption, disturbance, noise, dust etc. arising from the works generally. Where work is expected to exceed certain noise and disruption levels, the times for carrying out such work shall be agreed with the ER in advance.
- Ensure that secure segregation between areas occupied by the Contractor and areas occupied by the Users is maintained at all times; this segregation shall comply with the Engineer's Specification.
- ensure that public cannot encroach on areas occupied by the Contractor.
- Ensure that any work which may involve a risk to disruption to existing live services in the existing residential area & associated areas is to be carried out at times to be agreed in advance with the ER. All such work shall be pre-planned and agreed with the ER to avoid situations where there is no maintenance staff available in the event of problems. Method Statements must be prepared, issued and agreed in advance of all work on or near live services.
- Maintain **at all times** clear emergency escape routes as required to comply with Building Regulations and airport requirements.
- Damp down of the works to prevent air-borne dust.
- Ensure access for fire brigade and ambulances must be maintained at all times.
- Ensure that drains and sewers to the existing building are kept clear and are in full use during the Works.

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- Ensure that all materials / machinery are stored only in the site compounds identified or where the work is being carried out. Deliveries of materials to site must take place in normal working hours.

Health and Safety will be of paramount importance during the works and the Contractor shall take all necessary measures to ensure the safety of all of the public.

4. **Programme/Section Completions**

The overall combined programme for the completion of this project is 40 Calendar Days. The combined programme is to include all contingency to ensure the Works are completed by September.

The works will be carried out in a single phase.

5. Drawings and Specifications

The Engineers Drawings and Specifications form part of the Works Requirement document. The Contractor is referred to the Specifications for details of workmanship and materials requirements.

In the case of any conflict between any of the documents or drawings, the ER's decision shall be obtained.

The drawings and specifications are as per Appendix 1 of this Document.

5.1 Specifications and Reports

Refer to Appendix 1 for a full listing of the Works Requirements Document Drawings & Specifications.

5.2 Drawing and Details

Refer to Appendix 1 for a full listing of the Works Requirements Document Drawings & Specifications.

5.3 Documents

The Contractor shall carefully examine the drawings, schedules and other documents, check all dimensions and satisfy themselves as to their accuracy and that they cover and embody the work as proposed.

The Contractor shall carry out everything necessary for the proper execution of the Works whether or not shown on the drawings or described in the Specification, provided same may reasonably be inferred there from.

If any discrepancies are discovered they must be referred to the ER for their decision.

6. Specialists

There are no novated specialists required on this project.

7. Restrictions and Obligations

7.1 Restrictions on Working Hours

The Contractor should confine his working hours to 08:00hrs to 18:00hrs weekdays if at all possible, bank holidays and weekend working to be agreed with the residents if and when required.

7.2 Site Compound/Site Hoarding

The site area is located within the boundary of the site as noted on the Architects drawings. The extent of site hoardings are to be agreed with the ER prior to their erection. A herras fencing or of a greater robustness is required to enclose the area.

The Contractor has full responsibility for security and maintaining the site and compound area and its contents at all times.

The Contractor shall include for clearing away the compound area to match existing areas on completion of the Works.

7.3 Road Cleaning etc.

The Contractor shall inspect all vehicles leaving the site and if necessary clean wheels and underbody, etc. to eliminate the carrying of mud or debris on to any property outside the boundary of the site or public areas. If any mud or debris is deposited on these, it shall immediately be removed. A wheel wash trough is required at the site exit point to achieve this requirement.

7.4 Maintaining and Protecting Existing Services

There are existing live services located in the site and adjoining areas. Any damage to retained services caused by the Contractor or his Sub-Contractors shall be made good at the Contractors expense.

7.5 Prevention of Pollution

The Contractor shall comply with all national laws and legislation controlling pollution of the environment. He shall take all necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals all other harmful materials and to prevent pollution of atmosphere from particular and gaseous matter.

7.6 Clearing Up

On completion of the works, the Contractor shall clear the site of all plant, equipment, tools, unused materials, pieces of wire, iron or broken blocks, stones, debris or loose objects of any description. All debris and other waste material arising from the work shall be disposed of as here in before specified and the site shall be left clean and tidy to the satisfaction of the ER.

7.7 Dust Control

The following additional precautions shall be taken:

- The works, both new and existing, are to be kept damped down as necessary.
- The site is to be kept clean at all times and rubbish is to be removed at the end of each shift.

The Contractor is solely responsible for ensuring that the above rules are adhered to.

The ER has the right to stop construction work if the Contractor is in breach of the above requirements.

7.8 Protection of Existing Facilities

The Contractor shall adequately protect all existing doors, windows, finishes, fittings etc., in the existing buildings where necessary. These items must be in the same condition on completion of the work as they were on commencement.

7.9 Site Signboard

The Contractor shall erect (and take down on at the direction of the ER) one Site Signboard as required. The location is to be agreed in advance with the ER. This signboard shall contain all information relating to the project, including but not restricted to, the project title, the Employer, the Contractor and the Design Team.

7.10 Temporary Name Boards

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

7.11 Access for Employer

The Contractor is to permit access by the Employer and end user at all times during the works.

7.12 Tax Clearance Certificate

It will be a condition for the award of this Contract that the successful tenderer be able to produce promptly an approved Tax Clearance Certificate or Statement.

It will also be a condition for the award of the contract that **all Sub-Contractors** employed on the project must produce a tax reference number where payments exceed €650. Records of tax reference numbers must be kept by the Contractor and be available for inspection where requested by the Revenue Commissioners. Where payments exceed €2,500 in any 12 month period the Sub-Contractor will be required to produce either a current tax clearance certificate or a current C2 certificate. It should be made clear to Sub-Contractors that payments under a contract are **at all times** conditional on compliance with these requirements.

It will be the responsibility of the Contractor to ensure that any Sub-Contractor employed by him complies with these requirements. The Employer may insist on seeing the relevant certificates.

Any failure to comply with this requirement will affect a Contractor's prospects of obtaining future public contracts.

It should be emphasised in the case of Sub-Contractors in the construction, forestry and meat processing industries, that in the absence of a C2 certificate, tax must continue to be deducted at source at the rate of 35 per cent, in accordance with Section 17 of the Finance Act, 1970, notwithstanding the fact that a tax clearance certificate has been furnished under these arrangements.

7.13 Local Labour

Persons engaged upon the Works should, insofar as practical and without affecting the efficiency of the work, be recruited from the local offices of FAS to the extent that the total labour requirement of the Contract exceeds the Contractor's core work-force.

7.14 Pension/Sick Pay Scheme

Membership, by the Contractor, of the CIF Pension/Sick Pay Scheme for Building Workers or equivalent scheme is a condition precedent to the award of this Contract. Evidence of membership will be required from the successful tenderer.

During the works, the Contractor is required to provide evidence of membership of the CIF Pension/Sick Pay Scheme for Building Workers or equivalent scheme for all sub-contractors/specialists/independent worker prior to their presence on site.

7.15 Form of Rates of Pay and Conditions of Employment Certificate

In accordance with the Conditions of the Contract, a certificate is to be submitted with each interim statement. The wording of this Certificate is contained as per model form MF 1.13 located on www.constructionprocurement.gov.ie.

7.16 Building Manual and “As-Built” Drawings

The Contractor shall complete a comprehensive Building Manual (incorporating the Safety File) and as-built drawings on completion of the Work for the approval of the Engineer; the contents and requirements are as advised in the Engineer's Specification and the Preliminary Design Safety and Health Plan. The documents will become a source and guide for the Employer and end users.

All documents are required at both each stage of Sectional and Substantial Completion. Following the approval of the documents by the Engineer, they shall be provided in the required format.

7.17 Training Employer's Staff

The Contractor shall explain and demonstrate the purpose, function and operation of the installations within the works, e.g. grooving maintenance etc. He shall supervise and liaise with any of the Sub-Contractors who are required to provide the same training.

8. Health and Safety

8.1 Safety, Health and Welfare

The Contractor shall comply with all the legal acts and regulations which apply to this construction site. Particular attention is drawn to the requirements of:

- Safety, Health and Welfare at Work Acts, 1989 and 2005
- Factories Act, 1955
- Safety in Industry Act, 1980
- Conditions of Employment Act
- Safety, Health and Welfare (General Applications) Regulations, 1993
- Safety, Health and Welfare at Work (Construction) Regulations, 1995
- Safety, Health and Welfare at Work (Construction) Regulations, 2001
- Safety, Health and Welfare at Work Regulations, 2003
- Safety, Health and Welfare of Work (Construction) Regulations, 2006
- Safety, Health and Welfare of Work (Construction) Regulations, 2013
- Safety, Health and Welfare of Work (Construction) Regulations, 2019
- Safety, Health and Welfare of Work (Construction) Regulations, 2020

The Contractor shall provide for complying with these Acts, and relevant Regulations currently on the HSA website, including Notifications and placards for display.

The Contractor shall provide for complying with the requirements of the Project Supervisor (Construction) and shall include for all co-operation, the supply of additional information and resources, and all other matters to ensure that the Project Supervisor (Construction) can fulfil his function as defined in Clause 6 of the Safety, Health and Welfare at Work (Construction) Regulations 2001 and subsequent legislation.

The Contractor shall provide, prior to commencement of the Works, the following:

- Copy of Form of Notice to be served on the Minister for Labour in pursuance of Regulation (5), (12), Form CR1
- Company Safety Statement
- Names of Contractor's staff responsible for site safety, health and welfare and for first aid
- Site layout plan showing facilities, plant positions, materials storage, temporary parking, offices, canteen, drying, toilets, washroom, etc.

The Contractor shall

- appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the permanent works and of adjoining structures and lands during the envisaged construction process and, further, the Contractor shall employ suitably qualified Site Engineers; both shall liaise with each other and with the Project Supervisors all in accordance with the HSA Guidelines to Safety Health & Welfare at work (Construction) Regulations 2006. Subject to the ER's consent (a) on small routine projects the Site Engineer need not be permanently on site; and/or (b) it may be permissible for one person to fulfil both of these roles. The term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works; it shall include temporary works to support and ensure the stability structures and lands as well as such matters as trench sharing, working zones, gangways etc.
- provide all the management, labour resources, plant, equipment, offices and facilities necessary to the meet the requirements of safety, health and welfare on site
- allocate to a senior member of his staff the overall responsibility and resources necessary for ensuring that all obligations arising from legislative enactments are fully complied with
- provide details and duties of the personnel to be involved both on and off the site and of any independent safety, health and welfare inspecting authority which he proposes to employ
- ensure that all personnel have appropriate qualifications, experience or training for tasks allocated to them. The Contractor shall arrange for all necessary on-site training of the labour force
- ensure that all personnel (including those of sub-contractors) have attended the FAS Safepass Training Scheme and are in possession of the appropriate card at all times; this card may be requested for inspection and any individuals not carrying the Safepass card will not be allowed to work on this project
- deliver to the Project Supervisor Design Process (PSDP) a preliminary Safety file at the end of the project. The PSDP will review the Safety File and identify any shortcomings/additional information required from the Contractor and/or his suppliers and sub-contractors who shall assist the PSDP in the completion and delivery of the Safety File to the Employer to the fullest extent possible.

The safety, health and welfare procedures shall be periodically and systematically reviewed by the Contractor to ensure their continued effectiveness. Records of the review shall be maintained and made available for examination. A copy of the review will be provided to the Employer.

Provided that the Contractor can demonstrate that he has within his organisation the necessary skills and experience, the Contractor may be appointed to fulfil the function of Project Supervisor for the Construction Stage and will be required to:

- enter into a Collateral Agreement with the Employer to fulfil the function of Project Supervisor for the Construction Stage and to indemnify the Client from the consequences of any failure on the part of such Supervisor to comply with the legislation. A copy of the agreement is included in model form MF 1.12 located on www.constructionprocurement.gov.ie.
- submit a detailed Project Safety and Health Plan.
- update the Safety and Health Plan on a regular basis as the works proceeds.

- provide a suitably qualified person to act as Project Supervisor for the Construction Stage in accordance with the Act.
- prepare a Safety File during the course of construction and hand over to the Employer on completion of the Works.

The Contractor shall ensure that all site staff and sub-contractors and other persons on the site operate the Safety, Health and Welfare procedures and controls required by the regulations and by the Project Health and Safety Plan.

The Contractor shall ensure that all Sub-Contractors operate the necessary safety, health and welfare procedures and controls required by legislation and by his safety statement.

The Employer implements a Health and Safety Policy and the Contractor shall comply with all requirements in this respect. The Employer's Health and Safety Statement can be inspected by prior arrangement during normal business hours.

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

8.2 Preliminary Health and Safety Plan

Under the Safety, Health and Welfare at Work (Construction) Regulations the Project Supervisor for the Design Process shall be McLoughlin Architecture.

The Project Supervisor Design Process has prepared a Preliminary Health and Safety Plan which is included as part of the tender documentation. The Contractor shall include in his tender for complying with all restrictions and obligations imposed upon him in the Preliminary Health and Safety Plan.

8.3 Protective Clothing and Safety Equipment

The Contractor should note that personal protective equipment (PPE) must be worn at all times on the construction site; the minimum requirements for PPE on this project are:

- Safety Helmet
- Safety type footwear (waterproof, if appropriate)
- High visibility vest or jacket (must only bear the relevant Contractor's name)
- Eye protection where necessary

Additional PPE must be worn whilst carrying out activities such as grinding, welding, etc.

Five clean sets of PPE must be provided and available for the sole use of the members of the Design Team or approved visitors.

Hearing protection must be worn when using any machinery, tools or equipment which emits sound pressure levels in excess of 85 decibels and also when working in any area sign posted to the effect that hearing protection is a requirement in that area.

8.4 Notification to Health and Safety Authority

Where a project is notifiable to the Health Safety Authority (i.e. where a project is planned and lasts more than 30 working days or 500 person days), the Contractor shall prepare and lodge the relevant notices for the Works with the various statutory authorities including, but not limited to:

- AF2 notifications to the Health & Safety Authority.

8.5 Fire Protection Equipment

It is the responsibility of the Contractor to provide all necessary fire protection equipment.

8.6 Covid Compliance

It is the responsibility of the Contractor to provide all necessary resources and allowances to comply with all current Covid-19 compliance. This includes, but not limited to, complying with the 'The Return to Work Safely Protocol' by the Irish Government and the 'Construction Sector C-19 Pandemic Standard Operating Procedures' by the CIF. The following requirements are deemed to be included in their tender price, compliance with the Protocol:

- 1) Site infrastructure and welfare facilities such as toilets; canteens; isolation spaces; access, egress and circulation routes must meet the standards set out in the Protocol.
- 2) Cleaning to the standard required in the Protocol.
- 3) Covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol.
- 4) Covid-19 PPE where necessary to meet the requirements of the Protocol.
- 5) Social distancing to meet the requirements of the Protocol.

9. Contract

9.1 Conditions of Contract

The Conditions of Contract will be the Short Public Works Contract (Document Reference PW-CF6 v1.14) A copy of the Contract can be found on www.constructionprocurement.gov.ie.

In accordance with the Conditions of Contract the information required for Schedule Part 1 is as per the following:

Refer to Schedule Part 1 (located in Tender and Schedule document).

9.2 Bond

N/A

9.3 Time for Completion

Subject to and in accordance with the Conditions of Contract, the Contractor will be required to complete the Works within the specified time of being given possession of the site and within the period as stated in the Volume B Schedule.

9.4 Damages

Liquidated and Ascertained Damages under the Conditions of Contract will be calculated at the rate as stated in the Volume B Schedule.

9.5 Insurances

The Contractor shall indemnify and keep indemnified the Employer fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising out of or in the course of the provision by the Contractor of this Contract save and except where any such claims, proceedings, actions, damages, legal costs, expenses or other liabilities result from the negligence or breach of contract of the Employer.

The Contractor shall effect and maintain Public Liability Insurance, Employer's Liability Insurance and Contractor's All Risks Insurance for the duration of the Contract and any and all works or actions in connection with the Contract. The minimum level of insurance cover is to be as stated in the Volume B Schedule.

Documentary evidence will be required from the Contractor of the existence of such insurances before work will be allowed to commence on site.

9.6 Tax Clearance Certificate/ C2 Certification

In the case of all public sector contacts of a value of €10,000 (inclusive of vat) or more within any 12-month period, the contractor will be required to produce a C2 certificate, a valid Tax Clearance Certificate (Foreign Supplier) or Tax Reference Number (TRN) for verification on the Revenues eTax Clearance system. It will be a condition of award of contact that the successful tenderer must comply with Circular 43/2006 Tax Clearance procedures – Public Sector Contracts. See Irish Revenue web site <http://www.revenue.ie/>

It will be a condition for the award of each of the Contract that the successful tenderer be able to produce promptly an approved Tax Clearance Certificate.

It will also be a condition for the award of the contract that all Sub-Contractors employed on the projects must produce a tax reference number where payments exceed €650. Records of tax reference numbers must be kept by the Contractor and be available for inspection where requested by the Revenue Commissioners. Where payments exceed €2,500 in any 12 month period the Sub-Contractor will be required to produce a current tax clearance certificate. It should be made clear to Sub-Contractors that payments under a contract are at all times conditional on compliance with these requirements.

It will be the responsibility of the Contractor to ensure that any Sub-Contractor employed by him complies with these requirements. The Employer may insist on seeing the relevant certificates.

Any failure to comply with this requirement will affect a contractor's prospects of obtaining future public contracts.

It should be emphasised in the case of Sub-Contractors in the construction, forestry and meat processing industries, that in the absence of a Tax Clearance certificate, tax must continue to be deducted at source at the rate of 35 per cent, in accordance with Section 17 of the Finance Act, 1970, notwithstanding the fact that a tax clearance certificate has been furnished under these arrangements.

9.7 Preliminary Items

The Contractor shall price Preliminary items separately under Volume C 'Preliminaries'.

Preliminary items are all such items as detailed in Work Section B of the Agreed Rules of Measurement (ARM) and include all such items as, but not limited to:

All costs associated with complying with the Condition of Contract.

Provision of Employers Liability, Public Liability and Contractors All Risks Insurances as required by the Contract.

Complying with all obligations and restrictions imposed by the Employer including:

- a. Access to and possession or use of the site.
- b. Limitations of working space.
- c. Limitation of working hours.
- d. Limitations on the operation of plant with respect to adjoining property.
- e. Hoardings, fences, screens, temporary roofs, temporary name boards and advertising rights.
- f. The maintenance and protection of existing services on, under or over the site.
- g. The execution or completion of the work in any specific order or in sections or phase, including any coincidental work not at the discretion of the Contractor.
- h. Maintenance of specific temperature and humidity levels where necessary.
- i. Any other obligation or restriction.

Provision of General facility and obligation including:

- a) Supervision and co-ordination of the Work
- b) Plants, tools and vehicles
 - i. Bringing to site, erecting and removing on completion
 - ii. Maintaining on site for the duration of the works

- c) Scaffolding
 - i. Bringing to site, erecting and removing on completion
 - ii. Adjusting and maintaining on site for the duration of the works
- d) Site administration including the provision and keeping of all statutory records.
- e) Security.
- f) Provision of clearly identifiable site perimeters and surroundings.
- g) 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.
- h) Transport for work people.
- i) Protecting the works from inclement weather.
- j) Water for the works. Particulars shall be given if water will be supplied by the Employer.
- k) Temporary lighting and power for the works. Particulars shall be given if current will be supplied by the Employer.
- l) Temporary roads, hardstandings, crossing and similar items.
- m) Temporary accommodation for the use of the Contractor.
- n) Temporary storage areas including suitable and separate storage for dangerous materials or substances.
- o) Temporary telephones for the use of the Contractor
- p) Traffic regulations.
- q) Welfare facilities for work people to be in compliance with the fourth schedule of the Safety Health and Welfare at Work (Construction) Regulations.
- r) Safety Health and Welfare at Work provisions including items for the following:-
 - i. The operation of the requirements of the SAFE PASS and CONSTRUCTION SKILLS CERTIFICATES SCHEMES.
 - ii. Safety Officers and all safety supervisors, first aiders, inspectors and certifiers required.
 - iii. Tests and certificates on plant and equipment.
 - iv. Safety signs and signals.
 - v. Provision of Personal Protective Clothing and Personal Protective Equipment.
 - vi. Provision and maintenance of emergency routes and exits and designated personnel responsible for emergency procedures.
 - vii. Energy distribution installations.
 - viii. Temporary Fire detection and fire fighting systems.
 - ix. Maintenance of appropriate working conditions and workstations.
 - x. Provision and maintenance of on site traffic routes.
 - xi. Provision of first aid equipment and first aid room as appropriate.
- s) Disbursements arising from the employment of works people.
- t) Maintenance of public and private roads
- u) Removing rubbish, protective casings and coverings and cleaning the works on completion.
- v) Compliance with waste management statutory requirements.
- w) Drying the works.
- x) 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.
- y) Control of noise, pollution and compliance with statutory obligations.
- z) Protection of the works.

Maintaining temporary works, adapting, clearing away and making good shall be deemed to be included with the items. Notices and fees to Statutory Authorities or Public or Private Utility Providers or Undertakings related to the preceding items shall be deemed to be including with those items.

9.8 Discrepancies in Documents

The Contractor shall carefully examine the sketches, schedules and other documents, check all dimensions and satisfy himself as to their accuracy and that they cover and embody the work as proposed.

The Contractor shall carry out everything necessary for the proper execution of the Works whether or not shown on the drawings or described in the Specification, provided same may reasonably be inferred therefrom.

If any discrepancies are discovered they must be referred to the Employer's Representative for his decision.

9.9 Fixed Price

The Contractors attention is drawn to the fact that this is a fixed price tender, subject only to adjustment in accordance with Appendix 4 of the Instructions to Tenderers document included elsewhere in this tender package. No allowance shall be made in any payment which becomes due to the Contractor under this Contract for any increase or decrease in the cost to the Contractor of any labour, material, plant or other resources employed in carrying out the works, except only where specifically provided for, as detailed in the pricing notes and schedule of rates.

9.10 Retention

A retention amount, as set out in Volume B, shall be deducted from the gross amount payable to the Contractor. Half of the retention amount will be released upon substantial completion, the remainder will be released when all defects have been rectified to the satisfaction of the Client or, 12 months from the date of substantial completion, whichever is the longer.

9.11 Substantial Completion

The Employer shall certify the date of Substantial Completion namely, the date when the works have been substantially completed such that they can be taken over and used by the Employer for their intended purpose.

9.12 Defects Liability

The Contractor shall complete without undue delay any works remaining outstanding at the date of Substantial Completion. All defects which, in the opinion of the Employer, result from materials and workmanship not in accordance with the Contract, and which appear within 12 months of the date of Substantial Completion shall be made good forthwith by the Contractor. All defects shall be notified to the Contractor by the Employer.

9.13 Contractor's Obligations

The Contractor shall carry out and complete the works in a good and workmanlike manner and in accordance with the documents, drawings, specifications and suchlike referred to herein. All to the reasonable satisfaction of the Employer.

9.14 Employer's Obligations

The Employer shall pay or allow to the Contractor such sums of money as shall from time to time become due to the Contractor.

9.15 Model Documents

A list of Model Documents for use on this project can be reviewed on the Department of Finance website "www.constructionprocurement.gov.ie".

10. Contractor's Documents

10.1 Programme and Management Proposals

A bar chart, network analysis or other detailed programme for the whole of the Contract works shall be submitted. The programme shall contain details of all resources needed for each phase of the Works. This programme must be agreed with the Employer and shall form part of the Contract Documentation. The submitted programme shall include all information as required by Clause 4.9 of the Conditions of Contract.

The Contractor's management proposals for the project shall be agreed with the ER and Employer prior to the placing of the Contract and the agreed arrangements shall be recorded in Minutes of Understanding which shall form part of the Contract Documentation.

10.2 Pre-appointment Information

Prior to the award of a contract the Contractor shall submit to the ER for his approval:

- A method statement and detailed network diagram showing the proposed phasing and logic linking the various construction activities and allow for any necessary revisions following discussions with the Employer and the ER.
- Overall works programme and detailed works programme based on the network diagram and allow for any necessary alterations based on comments by the Employer and the ER. These programmes shall be updated by the Contractor regularly and accurately, particularly as reasonably requested by the ER.
- Provide detailed resource statement (on a similar time based to programmes) for the key trades and sub-contractors based on foregoing developed programmes.
- Update tender method statements in light of development of the network analysis and programmes and allow for any proposed alterations to information supplied pre-contract.
- Schedules of approvals, information/drawings required all in accordance with the Programme. Include for agreeing times to allow for submissions and approval before the related work commences.

The Contractor's management proposals for the project shall be agreed with the Employer prior to the placing of the Contract and the agreed arrangements shall be recorded in Minutes of Understanding which shall form part of the Contract Documentation.

11. Reporting

11.1 Site Meetings

The Contractor shall attend fortnightly site progress meetings or as otherwise agreed and ad-hoc meetings as appropriate and as requested by the ER.

11.2 Progress Report

The Contractor shall submit to the ER a progress report, not later than 7 days before the end of each month. The report shall meet the requirements of Clause 4.10 of the contract and as a minimum include the following:

- ° Progress statement with reference to the programme
- ° Details of matters materially affecting the works
- ° Sub Contractors and Suppliers progress reports
- ° Any requirements for further information or details
- ° Details of Health and Safety and/ or related matters
- ° Details of temperature conditions and any adverse weather
- ° On site labour numbers and plant schedule

11.3 Method Statement

The Contractor shall allocate to a named member of his staff the responsibility for agreeing the Method Statement for each item to be commissioned and records to be provided and include for managing the work of the various sub-contractor involved. Include for review and agreement between all parties to the final satisfaction of the ER.

The Method Statement provided shall detail all aspects of technique, resources, setting to work, instructing the Employer's personnel, special instruments, etc.

11.4 Reporting

The Contractor must provide for regular reporting on actual progress compared to the programme objectives; reports are to be submitted to each site meeting in a detail and format to be agreed with the Architect.

11.5 Cash flow

Prior to commencing work on site, the Contractor shall submit an indicative cumulative cash flow forecast to indicate the anticipated valuation figures on a month-by-month basis, based on the programme. This Cashflow is to be updated as necessary by the contractor during the course of the works.

11.6 Progress photographs

The Contractor shall supply as a minimum, photographs at intervals of two weeks in jpeg format, printed onto A4 paper. A copy to be retained on site for record purposes.

12. Title

The use or disposal of any materials found on the site

No sand, ballast, gravel, coal or other useful material which may be found in the Works shall be removed from the site, nor become the property of the Contractor, nor be used in the Works except upon the express

instructions of the Employer's Representative, in which case the quantity used, if any, shall be measured and valued by the Quantity Surveyor, and such value deducted from the Contract Sum.

13. **Quality Assurance & Testing**

Quality Testing and Defects

Candidates to note the quality, testing and defects requirements as outlined in Clause 8 of the Contract for Building & Civil Engineering Works Designed by the Employer and make the necessary provision with their tender for full compliance with same.

Sample Submittal and Approval Schedule

The successful Contractor will be required to prepare a detailed sample submittal and approval schedule for issue to the Employer's Representative for consideration within one week of the date of execution of the Contract.

Provide all samples of work as may be reasonably required by the ER together with any cost of supplying equipment for site testing and sampling to establish a standard approved by the ER. The cost of all reasonable tests is deemed to be included in the rates tendered in this document.

The Contractor shall agree and maintain complete and current inspection and test procedures with the ER prior to commencement of the works.

The Contractor shall supply, at this own expense, samples of all materials and executed work which the ER may request for approval before adoption. Such approval shall not relieve the Contractor from responsibility for any defects.

The Contractor shall supply materials at his own expense, for all tests required by the Specification and such tests as the ER may direct under the Conditions of Contract and execute all necessary arrangements, notices, removals and reinstatement in connection with such tests. Copies of the test results shall be issued directly to the ER.

Unless otherwise stated in the specification, Samples which have been installed in position may be retained as part of the works provided they have been approved by the ER.

Quality Control Procedures

The successful Contractor will provide the ER with a copy of their Quality Plan for the project prior to the issue of the Letter of Success.

Materials and Workmanship

Refer to the Architects Specification and Work Requirements.

This document contains pages Nos. 1 – 22 with cover & index pages.
Please ensure that no page is missing or duplicated

Signature:

Contractor's Name:

Address:

.....

.....

Date:

ANA,
The Waterfront,
Mill Lane,
Carlow.
R93N6F5

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APPENDIX 1

FULL LISTING OF WORKS REQUIREMENTS DRAWINGS

Full Listing of Works Requirements Drawings & Specifications

1. DRAWINGS & SPEC.

Drwg. No.	Drwg. Title
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Architects Drawings

T-26-103-01	Existing Partial Floor Plan
T-26-103-02	Demolitions Partial Floor Plan
T-26-103-03	Proposed Partial Floor Plan
T-26-103-04	Proposed Room Elevations
T-26-103-05	Proposed Construction Room Fitted Furniture
T-26-103-06	Proposed Engineering Room Fitted Furniture

Mechanical & Electrical Drawings

0839	Electrical Equipment Schedule
0839	Electrical Pricing
0839	GEC Design Package
0839	GEC Drawing Register
0839	Mechanical Equipment Schedule
0839	Mechanical Pricing
0839	Mechanical Specification - TI
0839	Electrical Specification - TI

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