

VOL. A1 - PROJECT PARTICULARS

Building Works at
Scoil Mhuire agus Iosaf,
Colooney, Co. Sligo.



60 Austin Friars St., Mullingar, Co. Westmeath. Tel: 044 9341414

PROJECT, PARTIES AND CONSULTANTS

Site Location:

The site is situated at Scoil Mhuire agus Iosaf, Colooney, Co. Sligo, and as indicated on the Architects detailed drawing included within Volume A of the tender documentation.

General Description of the Works:

Construction of a single and two-story classroom extensions with ancillary accommodations and associated site work

Name and address of the Employer:

The "Employer" shall mean:

Board of Management – Scoil Mhuire agus Iosaf,
Colooney,
Co. Sligo.
Phone: (071) 9167763
Email: principalsmaicollooney@gmail.com

Name and addresses of the consultants:-

The term "Employer's Representative" shall mean:

Coughlan Associates Architects & Project Managers Ltd.,
60 Austin Friars Street,
Mullingar,
Co. Westmeath
Phone: 044-9341414
Email: info@coughlanassociates.ie

The Structural Engineer is:

Gordon Mitchell Consulting Engineer
Greatdown,
The Downs,
Mullingar,
Co. Westmeath.
Tel: 044-9358981

The Service Engineer is:

Colman Reynolds Associates (CRA)
Unit 9, Southern Cross Business Park,
Boghall Rd,
Ballywaltrin,
Bray,
Co. Wicklow
Tel: 012768700

The Building Control Authority is:

Sligo County Council,
County Hall,
Riverside. Sligo
Co Sligo F91 Y763.

Description of site

The site is as set out in the consultant's tender package.

Drawings & other documents

Drawings and other documents used for the preparation of pricing document are:

Volume A of the tender documentation

Project Particulars & General Conditions

Provide for any costs arising from complying with items given in this Works Requirements, Planning conditions and Fire Safety Cert and DAC cert conditions as included in the information package.

Drawings, Copies

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 the contract on the works for inspection by the Architect on completion of the Works.

Inadequacy of Description

The Contractor's price shall be fully inclusive of completing the works in accordance with the works requirements where it can be reasonably inferred therefrom, even if the description for the works is not definitive. The contractor shall state with his tender any additional items for which he requires payment as no claim on the grounds of inadequacy of description will be entertained during the construction stage.

Pricing Documents

- a) The Contractor shall price this pricing document in EURO
- b) The pricing document is to be COMPLETED IN INK
- c) The pricing document will form part of the contract. No alterations or qualifications of any kind may be made by the tenderer to the text thereof. Should any alteration amendment note or addition be made it will be ignored and the text prepared by the design team shall be adhered to.
- d) All measurements herein (unless specifically described otherwise) are NETT measurements of the items described when finishing and in the Works. In pricing, the tenderer must make such allowances as he thinks fit to cover the necessary waste. The tenderer is advised to read carefully all general items and preambles to the various elements and sections.
- e) The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and in the specifications shall be deemed to be spread over and included in the prices stated in the Pricing Document unless expressly the subject of the specified item.
- f) All items must be priced in detail and all pages extended and totalled, but should any item be left unpriced, it shall be deemed to be included in the price for other items of the Works.
- g) To avoid long descriptions, repetitions, certain descriptions and measured items refer to the specification by use of the words "as described" whether so referred or not, all instructions and information contained in the Specification Clauses will be deemed to have been taken into consideration in pricing the whole of this pricing document.
- h) The term "equivalent" to "other equal and approved" used in the descriptions of the items in drawings & documents shall mean analogous work to that described in accordance with the groupings indicated in the Agreed Rules of Measurement.
- i) The term "equivalent" to "or equal and approved" used in the descriptions of the items in drawings & documents are used to provide a performance specification only for that item of works so described. Under no circumstances shall the naming of certain Manufacturers be deemed to exclude competition. If a specific item can be completed using a different manufacturer and it is to the approval of the Architect/Employer's Representative/Employer, then that item may be incorporated into the works.
- j) The basis of measurement is generally the Agreed Rules of Measurement ARM4 2009 agreed between the Construction Industry Federation and the Society of Chartered Surveyors subject to waiving some of the detail of measurement and description. Departure from the ARM is usually stated in the Preambles unless they are self-indicative (i.e. they can be identified by reference to the Bill descriptions or units of measurement). Acceptance of the method of measurement and description is a condition of tendering.
- k) Descriptive sizes are given in the nearest metric to correspond with present available imperial size. No extra resulting from slight changes in sizes when the metric equivalent is manufactured will be allowed.
- l) The client reserves the right to open all or any of the Pricing Documents.
- m) The contractor shall keep one unpriced copy of the Pricing Document on the Works and the Employer's Representative or his representative shall at all reasonable times have access to it.
- n) On examination of the priced Pricing Document, if it is discovered that errors have been made, they shall be dealt with in accordance with the "Code of Procedures for Single Stage Selective Tendering" as published by the Liaison Committee of the Construction Industry Federation, the Royal Institute of Architects of Ireland, the Society of Chartered Surveyors in the Republic of Ireland.

- o) The tender shall be strictly in accordance with the Invitation to Tender (ITT) and the Works Requirement document.

Tender Assessment

The tenders for this project will be opened & assessed strictly in accordance with the Dept. of Education Technical Guidance Document TGD-007 “Design Team Procedures for Small Works” – latest Edition. A signed DoES Suitability Declaration for Small Works must be included with each Tender submission. Any tenderer who has not submitted the signed suitability declaration and the signed Form of Tender with the price clearly stated (either in words or numbers) will be excluded. The lowest or any tender will not necessarily be accepted and no Contractor will be remunerated for any trouble or expense he may incur in the preparation of his tender.

Tender Acceptance & Notice to Unsuccessful Tenders

If the school authority wishes to proceed with the project, the procedure for accepting the lowest qualifying tender will be undertaken as set out in the Short Public Works Contract & The Dept. of Education Technical Guidance Document TGD-007 “Design Team Procedures for Small Works” – 6th Edition, September 2018. The employer’s representative will also issue letters to all of the apparently unsuccessful tenderers, using the template letter as recommended by the Department of Education. After the minimum 16 calendar day standstill period, a letter of acceptance will be issued to the successful tenderer.

Contractors Liability

Contractor’s liability for risk or injury to persons and property and of damage to the works.

- a) Provide for taking out and maintaining Public Liability and Employer’s Liability Insurances against injury to persons and property (minimum sum for Public Liability Insurances: (€6,500,000 for each and every claim; minimum sum for Employer’s Liability Insurance €13,000,000) as required by the Conditions of Contract.
- b) The employer requires the Contractor to effect insurance in respect of the Contractor’s Liability for any such risk.
- c) Provide for taking out and maintaining all risks insurance for the full value of the works and ancillary items required by the Conditions of Contract.
- d) Before site clearance commences, the developer shall submit proposals of waste excavation material, which shall only be disposed off to a site which has a current waste licence or waste permit in accordance with the Waste Management Act, 1996. The details shall be submitted to, and agreed in writing with, the Planning Authority in a written waste management plan.
- e) The prices and rates shall include for any costs arising from the Contractor’s obligations under the Waste Management Act 1996 or any other environmental legislation, with particular regard to the holding, transport recovery and disposal of waste arising from the carrying out of the works.

OBLIGATIONS & RESTRICTIONS IMPOSED BY THE EMPLOYER

Programme

The Contractor shall submit a Programme in accordance with Works Proposals provisions. When requested by the Employer's Representative, the lowest evaluated Contractor shall submit a detailed Programme and any additional information required by the Employer's Representative. The Programme should include the Specialist Contractors and shall contain details of resource needs for each part of the Programme. The Programme shall be agreed with the Employer's Representative and shall form part of the Contract Documents. The programme shall be used throughout the Contract and shall be updated by the Contractor at periods not exceeding one month.

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 shall be required for Fire Safety, Commissioning, and disconnection/reconnection of mechanical and electrical services.

Site Visit

Tenderers are advised to visit the site and ascertain the facilities of access thereto as defined on the Architects drawings the supply of labour and materials the district will afford, the general convenience of working, the nature of the soil, nature, character, dimensions, levels and other features of the site, all existing buildings thereon and adjoining, and all other things insofar as they may have any connection with or affect the full and proper execution of the Works. They will have deemed to have taken all the above matters into account when tendering, and no claim for any payment will be allowed in consequence of the Contractors' failure to do this. Arrangements for visiting the site can be made with the Employer's Representative.

Arrangements for visiting

Before visiting the site an appointment must be made with the school authority (Contact as above).

Historical Finds

All fossils, coins, articles, structures and other remains or other things discovered on the Site of Works shall be the absolute property of the Employer and the Contractor shall take all precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Architect of such discovery and except insofar as is provided under this contract for the removal and disposal of rubble, rubbish, demolished material etc., shall carry out at the expense of the Employer the Architect's orders as to the disposal of same.

Access and Possession of the Site

- a) Provide for complying in all respects with the limitations of site access as shown on the Contract Drawings.
- b) Coordinate with the landowner of the adjoining site. Refer to the landowner's letter as part of the tender documents.
- c) Access to the site is to comply with the architect's drawings.
- d) The site must not be used for any other purpose than carrying out the works.

Limitations of Working Space

Provide for complying in all respects with the limitations of site area and working space.

Limitations of working hours

- a) Working time shall be restricted from 8.00 am to 6.00 pm Monday to Friday. No work will be permitted on Sundays. Saturday working is only allowed with the written permission of the Employers Representative. Extending the working hours may be permitted on agreement with the Board of Management and the employer's representative.
- b) The contractor is to ensure that all construction traffic is controlled and coordinated so that no heavy construction traffic arrives and/or leaves the site between the hours of 08:30 – 09:30 and 13:30 – 15:30.

Noisy Work/Disturbance

- a) Noisy demolition/structural work shall be carried out during working hours as agreed with the Employer's Representative or at weekends, e.g. core drilling, use of kango hammers and heavy drills.
- b) The Contractor shall inform the Employer's Representative at least one week in advance of his intention to carry out work of an excessively noisy nature.

Record Keeping

The contractor shall ensure that “as-built” record drawings, instruction manuals and test certificates are prepared on an ongoing basis for inclusion in the safety and health file to be handed to the Architect prior to substantial completion.

Debris/Waste Removal from site

- a) The contractor will need to consider the site layout/location to ascertain the method of debris removal. Debris may be removed through a chute erected on the elevation. The location of skips for rubbish and the like will need to be determined and agreed upon with the Architect.
- b) The contractor must allow for all the construction & demolition waste that is to be collected & removed off-site is done by specialist waste service contractors, who possess the requisite authorisations. All material removed must be brought to a facility which has a current waste licence/waste permit/certificate of registration as applicable, all at the contractor's expense.
- c) The contractor must also note that in accordance with the Planning Permission for the project, the contractor must submit to the planning authority (& obtain written approval) a plan containing details for the management of waste (and, in particular, recyclable materials), including the provision of facilities for the storage, separation and collection of the waste, and for the ongoing operations on site. This waste management plan is to be drafted in accordance with the guidelines set out in “Best Practice Guidelines on the Preparation of Waste Management Plans for Construction & Demolition Projects” published by the Department of the Environment, 2006, a copy of which is included in the tender documents. The contractor must also ensure that a written agreement of the planning authority to the Waste Management Plan is obtained prior to commencement on site.

GENERAL FACILITIES & OBLIGATIONS

The contractors shall provide the following:

Supervision and Co-ordination of the Works

Supervision

- a) 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 Contractor activities on the Site required by 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 the 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.
- b) The Contractor's management arrangements for the project are to be outlined within the Works Proposal.

Services Co-ordinator

The Contractor shall provide a services co-ordinator as required on the site to supervise and co-ordinate the services work and to ensure the good progress of the various trades and subcontractors and their proper sequence for the completion of the contract by the due dates. The services coordinator will be on-site as required and will be responsible for this role alone. The services coordinator will be required to be qualified in the field of Building Services. The type and qualifications of the services co-ordinator shall be approved in writing before the commencement of the works by the Architect who shall be empowered to make reasonable demands as to the qualifications in accordance with the extent and complexity of the works. The services coordinator will be responsible for the total coordination of the work of the various service installation specialist contractors with one another and the contractor.

The duties of the services co-ordinator will include the following:

- a) Interpretation of services contract drawings.
- b) Timely and adequate provision by the Contractor and Engineering Systems Specialist and domestic contractors and /or suppliers of general arrangement and installation drawings, samples, patterns and models, and setting out data, and therefore co-ordination of the said drawings, data, etc. to ensure satisfactory placing of all engineering systems.
- c) Production of the Employers Representative of properly co-ordinated, realistic drawings, showing the relationships of engineering services, rainwater, soils and wastes, drainage and refuse disposal services to each other, to an appropriate scale at least one month before installation of the appropriate services commence and any necessary amendments to be carried out in time. All the services in a particular area shall show their relationship to each other and to all other elements of the building.
- d) Obtaining approval of the above drawings and providing five copies of all such approved drawings to the Architect at least one month before any relevant work is put in hand.
- e) Day-by-day coordination and supervision of the works, setting out and the sequence of operations of the services and the other specialist contractors (of any tier) or specialist supplier (of any tier) to ensure that all parts of the works are executed with due regard to each other and in such a manner that satisfactory construction and performance results and complies with the design and other requirements of the contract and the works.
- f) Resolution of points or queries raised by specialist contractors (of any tier) and/or suppliers (of any tier) or, where (but only where) the Employers Representative has a duty or right to deal with the matter and the point or query necessitates such references being made, obtaining further instruction or clarification from the Employers Representative.
- g) Reporting on work and progress by specialist contractors (of any tier) and or specialist suppliers (of any tier) at progress meetings.
- h) The Contractor shall coordinate the inspection, testing and commissioning of all services with the builder's work and with each other to avoid damage to systems and to ensure that tests and commissioning are not abortive. A fully detailed programme will be required in order that representatives of the Architect, the Employer, the Consulting Engineers, and the Employer's Insurance Company, can arrange to witness tests and commissioning, as appropriate.
- i) The Contractor shall ensure that "as built" record drawings, instruction manuals and test certificates are prepared on an ongoing basis for inclusion in the safety and health file to be handed to the Architect prior to substantial completion.

Materials & Goods

All materials & goods specified are to be the best of their respective kinds, “fit for purpose” in accordance with Building Regulations, and those for which there is an Irish/British Standard or Code of Practice are to comply therewith and shall bear the Irish/British Standard mark or alternatively shall be certified to a National Standard of another member of the European Union which provides an equivalent guarantee of safety and suitability - certification and/or a Declaration of Conformity to be by the National Standards Authority of Ireland.

Current Standards

Generally, references to Irish, British, EN, or other National Standards or Codes of Practice do not give the year of issue or dates of amendments and the latest relevant published version including any relevant amendments published at the date of the tender shall apply. Where a Standard Code of Practice has been superseded the edition current at the date of invitation to tender shall apply.

Codes of Practice

The contractor shall provide a copy of any relevant codes of practice for use by his site supervisory staff.

Samples of Materials

Manufacturers' articles and executed work shall be submitted as required to the Architect for approval before incorporation into the works and articles not so approved shall be removed if directed by the Architect. Approval of any materials or work will not relieve the contractor from responsibility for defects subsequently arising.

Storage of Materials

All unfixed materials shall be carefully stored in accordance with the best practice and in a suitable position on site. Manufacturer's or agent's recommendations regarding storage, transportation, application, material compatibility, workmanship, health & safety, etc. shall be strictly observed.

Workmanship

- a) All workmanship shall comply with the current Irish / British Standard Code of Practice or equivalent standard as noted above and in accordance with B.S. 8000 - “workmanship on building sites” IS / 150 9000 / EN 29000 quality system management and in accordance with Building Regulations Technical Guidance Document Part D.
- b) When required working/shop drawings, calculations, documentation, certification, samples, etc. submitted by the specialist to the Employer's Representative for consideration and comments before any work is fabricated.
- c) On completion, the Main Contractor must submit to the Employer's Representative a minimum of four copies of as-built drawings, maintenance manuals, material/component guarantees; Certificates of Compliance with Building Regulations and/or relevant standards; and including design, installation and commissioning certificates where applicable collated in a Building Manual.

Trade Names

- a) “Or Equivalent”: The phrase “or equivalent” in all tender documentation and drawings shall mean, the material or product named, or a similar product of equal quality and performance, which has been approved by the Architect. No substitution of materials shall be accepted without the architect's prior written approval.
- b) Proprietary Names: Where materials, appliances or fittings of special design, manufacture or description, patented or otherwise, are described by reference to the proprietary names, the main contractor is deemed to have included it in their tender.

Written Authorisation

In every case where, on the drawings, in the specification or in the pricing document, materials, appliances or fittings of special design, manufacture or description, patented or otherwise, are described or the names of the manufacturers or agents are given, any departure from the specified articles or material will only be permitted on the written authorisation of the Architect. If no such authorisation (which shall not be unreasonably withheld) is obtained, the contractor must supply the articles or materials specified.

Construction Products Regulations

Under Regulation (EU) No. 305/2011 of the European Parliament and of the Council laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC (known as the Construction Products Regulation or the “CPR”), CE marking is mandatory for all construction products placed on the market for which harmonised standards are in place. The main contractor will be required to provide declarations of performance for all relevant materials & products used, fitted or installed during this project, for which these regulations apply. It is strongly recommended to the main contractor that this documentation is collected as work proceeds, as these declarations will be required before certificates of payment will be issued.

Maintenance Records

- a) The Contractor shall give to the Employers Representative at Substantial Completion stage, two copies of all manufacturers, suppliers and Specialist Contractors maintenance instructions.
- b) The Contractor shall provide the Employer's Representative with two copies of drawings on completion showing the works as constructed, including locations of underground and mechanical and electrical services.
- c) The Contractor shall include for complying with and shall provide all information required contained in the "Standard Specification for Digital Project Safety File for Construction Handover Documentation".

Plant, Tools and Vehicles

The Contractor shall provide all and every kind of transport, plant, tools, hoists, cranes, vehicles and everything else necessary for the proper and expeditious completion of the works; also for all transport and freightage costs, charges and expenses necessary for the proper completion of the works.

The Contractor shall allow for:

- a) Bringing all such plants to the site and removing them on completion.
- b) Maintaining on-site for the duration of the works.

Scaffolding

- a) The Contractor shall provide, erect, maintain and adapt as necessary all scaffolding required for the works including ladders, hoists, safety rails, protection and the like in accordance with Statutory Regulations and the contractor's own Safety Statement.
- b) Special scaffolding is required by the contractor.

Site Administration and Security

Provide site administration and security, including watching, lighting and protection during the progress of the works and be responsible for any damage occasioned by want of sufficient watching, lighting or protection.

Transport

Provide all necessary transport for the execution of the project.

Protecting the works from inclement weather

Effectively protect the works from inclement or unsuitable weather, including providing and fixing all necessary temporary coverings, screens, rainwater disposal systems and the like.

Water for the works

Provide at all times a sufficient quantity of clean fresh water for the works. Provide any temporary plumbing, connections and storage of water that may be required.

Lighting and Power for the works

- a) Install, maintain and adapt adequate artificial lighting for the works including the work of domestic contractors and include for all connections, installation and running costs.
- b) Provide all necessary power and fuel for the Contractor's own plant and that of Specialists and include for all connections, installation and running costs.
- c) NB if the contractor proposes to use the school's power supply, a separate meter MUST be installed by the main contractor in order to exactly quantify the electricity used by the main contractor for the entire duration of the project, & allow for reimbursing the school for the cost of the additional power usage.

Temporary Roads and Hard standings

Provide temporary roads and hard standings as necessary for the works and remove same following completion.

Traffic

- a) The Contractor shall at all times during the execution, completion and maintenance of the Works, keep open and free from obstruction, all existing footpaths and roadways, adjacent to or near the site. The Contractor shall also arrange to carry out the work in a manner that will cause the least possible interference with the flow of traffic on all roadways.
- b) No mud, clay etc., will be allowed on to the public road the contractor is to ensure that there is a cleaning regime in place to ensure that the public road is kept clean at all times.

Car Parking

No parking will be permitted within the grounds of the building except by agreement with the Architect and any vehicle unauthorised to park will be clamped and/ or removed.

Temporary Accommodation

- a) Provide, erect, maintain, adapt, and move as and when required: - Sheds, offices, mess room, sanitary accommodation and other buildings for the Contractors' own use and for the use of Specialists.
- b) Office and sanitary accommodation for the use of the employer personnel, providing adequate heating, locking, decoration, insulation, ventilation, natural and artificial lighting, furniture, lay-off table and chair, desk and chair, filing cabinet, equipment, daily cleaning and attendance. The floor shall be covered with heavy-quality linoleum or similar. The floor area required is 20m² in 2 no. room. Sanitary accommodation shall include a WC, wash hand basin, mirror, running hot and cold water, and a supply of soap and towels.
- c) Accommodation for Progress Meetings for 10 people.
- d) Keep a full set of up-to-date drawings on site at all times.

Instruments

When required by the employer representative, the Contractor shall make available the services of a chainman and suitable surveying instruments.

Protective Clothing

The contractor shall provide in various sizes 6 no. each of the following:

- a) Pair of waterproof rubber boots with steel inside and toecaps.
- b) Waterproof jacket and /or leggings
- c) High visibility vest

Safety Equipment

The Contractor shall provide and maintain in full working order all necessary safety equipment for access and inspection purposes for use by the Employer's Representative. Such equipment shall include, but not be limited to:

- a) Protective clothing
- b) Safety harness
- c) Gas detector
- d) Emergency braking apparatus for inspecting confined spaces.

Temporary Telephone

- a) Provide for the installation of temporary telephone service to the site for the Contractor's use; pay all installation charges and for all calls made.
- b) Provide for the installation of separate telephone services to the office of the Employer's Personnel, allowing unrestricted access to local calls, national STD calls, and international IDS calls and pay all installation charges and associated bill costs.
- c) Provide for the installation of a printing facility to the office of the Employers Site Personnel.

Traffic Regulation

The Contractor shall comply with the traffic regulations.

Test Certificates/Declarations of Performance/Agreement Certificates/Warranties

- a) The Contractor must submit all certificates (including Test Certificates/ Declarations of Performance/ Agreement Certificates & Warranties etc) for all materials & goods used throughout the project when requested by the Employers Representative and as these are delivered & fitted on site. This includes all materials & goods supplied and fitted by specialist suppliers & sub-contractors. The Employer's Representative's Certificate for Payment will only include those materials & goods for which the proper certification has been delivered to his office.
- b) To be clear, the above mentioned certificates for all materials & goods supplied/installed by the main contractor/subcontractor/specialists since the previous claim for payment must be submitted before or with the next claim for payment. Failure or refusal to do so will mean that the project cannot be certified as required under the Building Control Amendment Regulations (S.I. 9 2014). In such an event the employer may employ and pay other persons to provide such records certificates or confirmations as may be required to allow certification of the project by the assigned certifier. All costs incurred in connection therewith shall be recoverable from the main contractor or may be deducted from any money due or to become due to them, irrespective of the main contractor's tender price for same.

Compliance with Building Regulations

All building works are to comply fully with the requirements of the Building Regulations 1997 – 2014 and specific items of works are to be executed strictly in accordance with the recommendations set out in the various Technical Guidance documents. A full set of the Guidance documents to be provided and kept on site at the Contractor's expense.

Compliance with Building Control Regulations 2014

The Builder shall carry out the works in accordance with the contract documents and comply with the statutory requirements of the Building Control (Amendment) Regulations 2014 and the requirements of the Code of Practice for Inspecting & Certifying Building Works 2014. The Builder shall cooperate and coordinate with the Assigned Certifier through the Employer's Representative at all times and shall do the following during the course of the works:

- a) Accept from the Building Owner (the 'Employer' as stated in the building contract) the assignment to build and supervise the building or works and provide/sign the "Undertaking by Builder", statutory forms identified in the Commencement Notice.
- b) Take careful note of the drawings, specifications and documents lodged with the Commencement Notice or as subsequently uploaded onto the on-line system as the works proceed.
- c) Plan and agree the execution, Inspection milestones, sequence and programme of works with the Employer Representative, & Assigned Certifier in advance of the commencement of works.
- d) Ensure Competent Person(s) are assigned to oversee the general construction works and/or specialist works. The specialist works and associated Assigned Certifiers which the Builder is responsible for are identified on a preliminary basis in the Inspection Notification Framework issued at tender.
- e) Co-operate at all times with the Employer Representative, design team, the Assigned Certifier and other Ancillary Certifiers.
- f) Ensure that the workmanship complies with the requirements of the Building Regulations.
- g) Ensure that materials which they select and for which they are responsible comply with the requirements of the Building Regulations and that all products incorporated into the works are properly CE Marked where required in accordance with the Construction Products Regulations 2013 (the CPR 2013);
- h) Provide written confirmations and supporting documentation at interim payment stages when requested to do so by the Employers Representative.
- i) Issue a signed statutory form- Certificate of Compliance on Completion at handover -see Appendix
- j) Promptly provide to the Assigned Certifier, via the Employer Representative, all documents requested by the Assigned Certifier to enable the Assigned Certifier to collate particulars for the purposes of handover and certification, and/or for further submissions to the Building Control Authority;
- k) Ensure the coordination and provision of all test certificates and confirmations to the Assigned Certifier via the Employer's Representative, to the satisfaction of the Assigned Certifier;
- l) Coordinate the work of all specialist sub-contractors and designers to ensure the coordination and provision of all test certificates and confirmations to the designated inspectors, or Ancillary Certifiers, who are required to provide Ancillary Completion Certificates, as identified by the Assigned Certifier at any stage during the project. A preliminary list of Ancillary Certifiers are scheduled above in page 2 of this document;
- m) Maintain progress records as detailed in this document;
- n) Comply with the detailed requirements of the Preliminary Inspection Plan and Inspection Notification Framework as issued at tender, and the detailed requirements of the updated Preliminary Inspection Plan and Inspection Notification Framework as coordinated and agreed with the Employer's Representative and Assigned Certifier prior to the commencement of the works, and as amended during the course of the works;
- o) provide/furnish Ancillary Completion Certificates to the Assigned Certifier via the Employer's Representative for specialist works with design, using the form of Ancillary Completion Certificate for specialist sub-contract work as identified in the Preliminary Inspection Plan and Inspection Notification Framework issued at tender and as amended during the course of the works, up to completion;
- p) Co-operate with the Assigned Certifier, through the Contract Administrator/ Employer Representative in the lodgement of supplementary documentation to the Building Control Authority during the course of the works;
- q) Incomplete design work or a specialist design that is not available for submission at commencement stage can be submitted to the Building Control Authority at a later stage. Drawings and documentation for these designs should be submitted before the relevant work commences, using the form of Ancillary Design Certificate where appropriate. An Ancillary Completion Certificate needs to be issued when complete. A decision needs to be made by the Assigned Certifier whether to use this option.
- r) Between 3-5 weeks in advance of a nominated completion date, provide all completed or prospective documentation and confirmations for which the Builder is responsible for, to the Assigned Certifier through the Contract Administrator/ Employer Representative, to enable the Certificate of Compliance on Completion to be registered with the Building Control Authority in accordance with clause 20F(8) of SI 9 2014.

Safety, Health & Welfare at Work

- a) The contractor shall comply in all respects with the Safety, Health and Welfare at Work Act 2005 and with any relevant Statutory Instruments or Regulations issued thereunder. In particular, the Contractor shall comply in all respects with the Health, Safety & Welfare at Work (Construction) Regulations 2013.
- b) The Contractor shall comply in all respects with the Factories and Safety in Industry Acts and other Acts amending those Acts and with any Statutory instruments or regulations issued thereunder.
- c) The Contractor shall include for a competent person to act as and carry out duties of Project Supervisor for the Design Stage and the Construction Stage as set out in the Safety, Health and Welfare at Work (Construction) Regulations 2013.
- d) The Contractor shall include for developing before the commencement of the construction work, the Safety and Health Plan for the construction site already prepared on a preliminary basis.
- e) The Contractor shall include for the Project Supervisor for the Construction Stage giving notice to the National Authority for Occupational Safety and Health prior to commencement of work on site in accordance with the first schedule of the Safety, Health & Welfare at Work (Construction) Regulations 2013.
- f) The Contractor shall include for the Project Supervisor for the Construction Stage preparing and maintaining a Safety File, making any necessary adjustments and, on completion of the Contract, deliver the Safety File to the Employer.
- g) The Contractor shall procure the insurance cover required to be obtained and maintained by the Contractor pursuant to the provisions of the 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 function and duties of the Project Supervisor for the Construction Stage for the Project.
- h) The Contractor shall enter into a Collateral Agreement with the Employer for the Contractor's appointment as Project Supervisor for the Construction Stage. Provide for any costs arising hereunder not provided for elsewhere herein.
- i) Further information about safety requirements may be obtained from the National Authority for Occupational Safety and Health.
- j) The main contractor must allow in their tender for complying with the CIF COVID-19 Standard Operating Procedures document, and all other guidance issued by the HSA, HSE and CIF with regard to safe working practices and procedures due to the COVID-19 pandemic. Tenderers must allow in their price for the new work practices and procedures necessary to ensure the Health and Safety of all workers, staff and students on the premises and members of the public, and must also take into account the effect that these procedures and work practices have on the overall duration of the works, and take these issues into consideration when submitting their tender.
- k) The Contract Sum will be deemed to include for the implementation of all measures - including hygiene, access management, materials procurement and delivery, work sequencing and work practices - required to construct the work safely and to minimise the risk of disease contagion for the Contractor's Personnel, the Employer's Representative, Employer's Personnel and third parties visiting the site.

Safety Statement

The Contractor shall provide a certificate to confirm that under the terms of the Safety, Health and Welfare at Work (Construction) Regulations 2006 to 2013 the contracting firm is in possession of a written Safety Statement and that all employed and any other persons in the workplace who may be affected by risks to safety will be made aware of the contents of the Safety Statement and have access to it.

Provision of First Aid Kit

The Contractor shall provide a First Aid Kit on-site for the duration of the Construction Works and shall ensure that it is fully fitted out at all times.

Overhead Lines

The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines. These may include the provision of goal post type barriers on each side of the overhead line and the non-use of scaffolding or ladders within 10 meters of the overhead line.

Disbursements arising from the Employment of Work People

- a) Provide for all costs in respect of employing work people.
- b) Hoarding is required by the Employer as indicated on the Architects Drawings & Specification and the Contractor shall include for providing whatever is necessary to prevent unauthorised entry to the site or trespassing beyond the boundaries of the site and for the proper protection of the works, his plant, materials and the like and the general public as may be required by the insurers or the Local Authority.
- c) Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work, be recruited from the local offices of FAS or other such agency to the extent that the total labour requirement of the contract exceeds the Contractor's core workforce as per DPT 15/85.
- d) The Contractor shall pay rates of wages in accordance with current CIF directions/recognised rates and minimum wages shall be paid in accordance with Government Directives.
- e) Provide for all costs in respect of labour including costs of for example:
 - a. Social Welfare Acts
 - b. Conditions of Employment Acts
 - c. Insurance (Intermittent Employment) Act.
 - d. Holiday (Employers) Act
 - e. Redundancy Payments Acts
 - f. Industrial Training Acts
 - g. Factories Act, Building (Safety, Health & Welfare) Regulations
 - h. Travelling time, expenses, fares, transport
 - i. Guaranteed time
 - j. Pensions
 - k. Sick Pay Disbursements
 - l. FAS Levy
 - m. Monitoring Agency Levy
 - n. Any other disbursements arising from the employment of labour
 - o. Non productive overtime and other expenses in connection with overtime
 - p. Incentive and bonus payments
 - q. Sick pay disbursements
 - r. Country Money
 - s. Pensions
 - t. FAS Levy
 - u. Working rule agreement
 - v. Give the Architect each week a daily return of the number and description of tradesmen and general labourers employed on the Works including those employed by subcontractors listed separately.

Collateral Warranty

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 2006 and associated Regulations in the current form of the standard form for Appointment of Project Supervisor for Construction Stage issued by the RIAI.

Disbursements arising from the employment of work people

The Contractor shall allow for all payments to work people, including payments additional to the recognised Trade Union rates and emoluments and for the cost of any special working conditions, overtime working, site agreements or otherwise and for any additional costs involved to obtain work people or to bring work people from one area to another. All Contractors work people to be part of the CIF pension scheme. A signed declaration on compliance to the above will be required from the Contractor. No extra will be allowed where the working of overtime is made a condition of employment in any particular trade or is necessary to achieve the Programme. Claims for overtime will be entertained only when authorised, in writing by the Architect as an extra to the Contract.

Local Labour

Persons engaged in the works should insofar as practicable and without affecting the efficiency of the work be recruited from the local offices of the FAS/National Manpower Service to the extent that the total labour requirement of the Contract exceeds the Contractor's core workforce.

CIF Pension Sick Pay Scheme

The Contractor shall be a contributor for the duration of the Contract, to a Contributory Pension and Sick Pay Scheme approved by the Revenue Commissioners in respect of all employees and must comply with the relevant labour agreements.

Maintenance of Public and Private Roads

Maintain and uphold the public roadway and private roads, footpaths and car parks, including services hereunder and be responsible for making good any damage or disturbance other than that shown on the drawings or specifically instructed by the Employers Representative.

The Contractor shall take particular care during demolition and excavation to ensure that private and public roads are kept clear at all times, shall wash down the wheels by means of an automatic wheel wash located immediately inside the site entrance of each vehicle leaving the site and sweep the roadways and footpaths daily to remove the dirt.

Keep Clean

- a) Remove from site and dispose of all rubbish, dirt, protective casings, coverings, spoils and superfluous materials from time to time or as directed.
- b) Brush, clean and wash the works daily.
- c) Leave the building and surrounding areas clean and fit for use on completion to the entire satisfaction of the Employers Representative.

Drying the Works

- a) Provide all necessary plant, fuel and labour to carefully and progressively dry out the works and maintain the specific temperature and humidity levels required for joinery, ceiling tiles and the like.
- b) The use of the heating plant for drying out will not be permitted.
- c) The Contractor's attention is drawn to the fact that concrete floor slabs and floor screeds must not exceed maximum moisture content recommended by the manufacturer of vinyl floor coverings at the time of laying. The Contractor shall include any additional costs which he may incur in achieving the required moisture levels prior to laying of the vinyl floor coverings as programmed.

Statutory Obligations

The Contractor shall comply with all Statutory Regulations as they apply to the works, including the control of noise and pollution.

Protection of the Works

The Contractor shall be responsible for and make good any damage whether direct or consequential which may result from the want or insufficiency of protection to the Contractor's own work and the work of his specialist contractors.

Information on all factors

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

The Contractor shall take all necessary site dimensions before any work is carried; any discrepancy with figured dimensions on the drawings shall be pointed out to the Architect for instructions before proceeding, in accordance with the Conditions of Contract.

Contractor to take charge

- a) The Contractor shall 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 employ during the execution of the works.
- b) The Contractor shall prevent trespass outside the boundaries of the site allotted to him either by those engaged upon or in connection with the works except by written permission of adjoining owners.

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.

Progress Reports

The Contractor shall prepare, prior to commencement of the works, a fully detailed progress schedule for the due completion of the works, including all specialist contractors work, on or before the "Date for Substantial Completion" stated in the Appendix to Standard Conditions. When approved by the Employers Representative this schedule shall

be adopted for use throughout the currency of the contract and shall be updated by the Contractor at periods not exceeding one month.

Inspection Plan & Inspection Notification Framework

The main contractor shall co-operate with the Assigned certifier in the preparation of the Inspection plan and the Inspection Notification Framework as required under the Building Control Amendment Regulations 2014, and shall provide him with facilities for access and inspection of the works. A preliminary inspection plan & a preliminary inspection notification framework has been included in the tender documentation, both of which must be adjusted & agreed as necessary between the main contractor and the assigned certifier prior to the signing of the contract.

Progress Meetings

The Contractor shall arrange and attend progress meetings which will be held at two weekly intervals. He shall inform such specialist contractors and suppliers as are necessary that their attendance at Progress Meetings is required. He shall also attend and report at separate monthly Client Report Meetings.

Access for Others

The Contractor shall allow access to the site and to the workshops by the Employers Representative and any person authorised by him and by the Employers Personnel supervising the work of artist and tradesmen. Any officer of a Local Authority desiring to see the site, buildings or documents shall be referred to the Employers Representative.

Setting Out

Opening up and excavation shall not commence until the Employers Representative has inspected the setting out. The checking of any line, level or setting out by the Employers Representative or his representatives shall not relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall make all reasonable efforts to verify the accuracy of the setting out information in the Works Requirements.

Patent Rights and Royalties

The Contractor shall save harmless and indemnify the Employer against any claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works.

Notices to third parties

The Contractor shall serve notices on adjoining owners, occupiers and third parties generally and obtain permissions necessary to ensure the due progression of the works.

Employer's premises

The Contractor shall accept responsibility for damage to adjoining buildings or property in the ownership or possession of the Employer and shall make good such damage and indemnify the Employer against any loss accruing. Take precautions effectively to protect such buildings and property.

Display Board

The Contractor shall provide and erect and approved signboard 2400x2250mm high in a prominent position giving the names of the Project, Employer, Contractor, Architect, Consulting Engineers, Quantity Surveyors and NDP. Signboards to be supplied by individual members of Design Team. Boards to be mounted on galvanised steel posts which concrete foundations. Board to be located in positions to be agreed with the Employers Representative. Planning permission should also be included if required.

Photographs

The Contractor shall provide initial and progress photographs to show the condition of the works at weekly intervals and promptly circulate copies to the Employer Representative.

Contract Documents

The Contractor shall provide all extra copies of the contract documents for the Contractor's own use.

Adjoining owners and occupiers

The Contractor shall take all precautions effectively to protect adjoining buildings and property in the ownership or possession of any other third parties and avoid doing anything that may reasonably be objected to by them during the execution of the works.

Storage and working area

- a) The storage and working area shall as shown on Architect's detailed drawings. The Contractor shall ensure that nobody employed on or connected with the works trespass beyond this area.

- b) Work or access outside the site area shall only be carried out at a time to be agreed with the Employer's Representative.

Adjacent and abutting buildings

Any damage caused to adjacent or connecting buildings/infrastructure as a result of the Works, shall be made good at the expense of the Contractor.

Services on and over the site

- a) The Contractor shall allow for all costs in connection with maintaining existing services during the works.
- b) The Contractor shall pay all costs (connection fees, connections, standing charges, bills, disconnection, reinstatement) and comply with all requirements.

Services within or adjacent to the existing functional buildings

- a) The 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.
- b) The meter reading for the appropriate utility should be jointly read, recorded and agreed by the Contractor and the school not later than 10 days before an application for payment by the Contractor. The amount due from the Contractor to the school (on presentation of invoice by the school) should be the number of units consumed in the billing period multiplied by the full cost per unit of the particular utility including Vat to be paid within 30 days.
- c) If the Contractor fails to honour a valid notice the Contract terms should permit the Employers Representative to deduct the amount so due from any monies owed or which may become due to the Contractor.

Asbestos

An asbestos survey is included in the tender documents. The contractor must take this into consideration prior to submitting their tender.

Levels Survey

Before commencement, the Contractor shall undertake a levels survey of areas within the site boundary and access areas. Any discrepancies to be advised to the Architect before proceeding.

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 Employers Representative.

Archaeology

The Contractor shall take appropriate measures to prevent injuries from substances hazardous to health, which include:

- a) Articles of value – All articles of value and of antiquarian or archaeological interest which may be found in the excavation or on the property of the Employer shall be handed over to the Employers or the Employers Representative.

Substantial Completion

- a) The main contractor is to note that a completion certificate will be required to be included on the statutory register before the building can be opened, occupied or used, substantial completion shall not be deemed to take place until the certificate of compliance on completion has been submitted to the building control authority and relevant particulars thereof have been included on the Register maintained under Part IV of the regulations.
- b) Substantial completion (sub clause 9.6) – The Contractor shall notify the Employers 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 Employers Representative.
- c) 20 days prior to the nominated completion date, the main contractor must provide all completed or prospective documentation and confirmations for which the main contractor is responsible for, to the Assigned Certifier through the Employer Representative, to enable the Certificate of Compliance on Completion to be registered with the Building Control Authority in accordance with clause 20F(8) of SI 9 2014.

OPERATIONS / MAINTENANCE OF THE FINISHED BUILDING

The Building Manual

The Building Manual (incorporating the Health and Safety File and subtitled accordingly) is to be a comprehensive information source and guide for the Employer and end-users providing a complete understanding of the building and its systems and enabling it to be operated and maintained efficiently and safely. The Contractor is required to obtain or prepare all the information to be included in the Manual, produce the required number of copies of the Manual and submit them to the Architect for checking by the Planning Supervisor and for delivery to the Employer.

Notwithstanding the provisions of the Contract in respect of the release of the first moiety of the retention balance upon the issue of the certification of substantial completion, no such release of retention shall be made until the building file has been prepared to the satisfaction of the Planning Supervisor and is in the possession of the Employer.

The manual is to consist of the following 3 parts, sub-sectioned as appropriate:

- Part 1: GENERAL INFORMATION: Information being provided to the Contractor by the Architect.
- Part 2: BUILDING FABRIC INFORMATION: Plus certain as-built drawings and other information provided by the Contractor.
- Part 3: BUILDING SERVICES INFORMATION: Plus certain as-built drawings and other information provided by the Contractor.

A Complete draft of the Manual must be submitted not less than two weeks before the date for submission of the final copies of the Manual. Amend the draft Manual in the light of any comments and resubmit to the Architect. Do not proceed with the production of the final copies of the Manual until authorized to do so by the Architect.

Final copies of the Manual:- 3 hard copies of the Building Manual are to be presented to the Planning Supervisor together with 1 complete copy on a computer disk in a format approved by the Architect and Employer not less than one week before Substantial Completion.

As-Built Drawings:- Provide 3 copies on A1 size paper together with 1 complete copy on a computer disk in a format approved by the Architect and Employer not less than 1 week before Substantial Completion.

The Health & Safety File

The Contractor is required to include in their detailed proposal for the coordination and submission of a comprehensive Digital Project Safety File (DPSF) all in accordance with the requirements stated in the Appendix to the Invitation to Tender Document.

The Building Manual Part 1: General Information

The Building Manual Part 1: General Information must include:

- a) A description of the Buildings.
- b) Details of ownership and all Consultants and Designers.
- c) Details of all Authorities plus copies of all consents and approvals obtained.
- d) Names, addresses, telephone and fax numbers and email addresses of all contractors, subcontractors, suppliers and manufacturers.
- e) Any operational requirements and constraints of a general nature which are not relevant to other parts of the Building Manual.
- f) The Fire Safety Strategy for the building(s) including drawings showing emergency escape routes, location of emergency and fire fighting systems, services shut off valves, switches etc.

The Building Manual Part 2: Building Fabric Information

Provide such information as is reasonably required by the Planning Supervisor including:

- a) Details of construction methods and materials which may present significant residual hazards with respect to cleaning, maintenance of demolition for all Contractor designed work and specified work.
- b) As-built drawings recording details of construction for all Contractor designed work and performance specified work.
- c) Copies of the manufacturer's current literature for all products for which the particular proprietary brand has been chosen by the Contractor, including COSHH dated data sheets and manufacturer's recommendations for cleaning and maintenance.
- d) Copies of all guarantees, warranties and maintenance agreements offered by specialist contractors and manufacturers.
- e) Copies of all test certificates and reports required in the specification.

The Building Manual Part 3: Building Services Information

The Building Manual Part 3: Building Services Information must include:

- a) A full description of each of the systems installed, written to ensure that the Employer's staff fully understand the scope and facilities provided.
- b) A description of the mode of operation of all systems including services capacity and restrictions.
- c) Diagrammatic drawings of each system indicating principal items of plant, equipment, valves etc.
- d) A photo – reduction of all record drawings to A3 size together with an index.
- e) Legend for all colour-coded services.
- f) Schedules (system by system) of plant, equipment, valves etc. stating their locations, duties and performance figures. Each item must have a unique number cross referenced to the record and diagrammatic drawings and schedules.
- g) The name, address and telephone number of the manufacturer of every item of plant and equipment together with catalogue list numbers.
- h) Manufacturer's technical literature for all items of plant and equipment, assembled specifically for the project, excluding irrelevant matter and including detailed specifically for the project, excluding irrelevant matter and including details drawings, electrical circuit details and operating and maintenance instructions.
- i) A copy of all Test Certificates (including but not limited to electrical circuit tests, corrosion tests, type tests, work tests, start and commissioning tests) for the installations and plant, equipment, valves etc used in the installations.
- j) A copy of all manufacturer's guarantees, warranties and maintenance agreements offered by specialist contractors and manufacturers.
- k) Starting up, operating and shutting down instructions for all equipment and systems installed.
- l) Control sequences for all systems installed.
- m) Schedules for all fixed and variable equipment settings established during commissioning.
- n) Procedures for seasonal changeovers.
- o) Recommendations as to the preventative maintenance frequency and procedures to be adopted to ensure the most efficient operation of the systems.
- p) Lubrication schedules for all lubricated items.
- q) A list of normal consumable items.
- r) A list of recommended spares to be kept in stock by the Employer, being those items subject to wear or deterioration and which may involve the Employer in extended deliveries when replacements are required at some future date.
- s) Procedures for fault finding.
- t) Emergency procedures, including telephone numbers for emergency services.

Presentation of Building Manual

The Manual is to be contained in a series of A4 size, plastic covered, loose-leaf, four ring binders with hardcovers, each indexed, divided and appropriately cover titled. Selected drawings needed to illustrate or locate items mentioned in the Manual where larger than A4, is to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main set(s) of as-built drawings may form annex(es) to the Manual.

Training of Employer's Staff

Before Substantial Completion, the Contractor shall explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including all items and procedures listed in the Building Manual. Include for not less than two operating days for this purpose. Contractors shall ensure that full instructions to the Employer's staff is given to at least 3 no. individuals at managerial level and is signed off appropriately.

Spare Parts

Within 2 weeks of request submit to the Architect a quotation, priced in detail, for the initial supply of spare parts to the Employer and including for:

- a) Checking receipt, marking and numbering in accordance with the schedule of spare parts.
- b) Referencing to the plant and equipment list in Part 3 of the Building Manual.
- c) Painting, greasing etc and packing to prevent deterioration during storage.

Tools

At Substantial Completion, the Contractor shall provide 2 complete sets of tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under named specialist contracts) together with suitable means of identifying, storing and securing name.

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 specialist contractor, his agents, servants or workpeople, as fully as they were the acts, defaults or neglects of the Contractor, his agents, servants or work people.

Unfixed Work Items

The Employers Representative may ask the Contractor or specialist contractors (through the 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 Employer 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.

Substances Hazardous to Health

- a) The Contractor shall take appropriate measures to prevent injuries from substances hazardous to health which include:
 - i) Culvert and waterproofing agents.
 - ii) Paints
 - iii) Any duct in substantial concentrations
 - iv) Excavated contaminants
 - v) Working adjacent to live foul sewers
- b) Disposal of surplus material, including special wastes and hazardous materials, shall be executed in accordance with all current legislation.

Measures to be taken to Protect Members of the Public

The Contractor shall advise the Architect of the measures he proposed to take to safeguard the general public and the owners and occupiers of property adjacent to the Works, from the effects of hazardous materials.

Hazardous Materials

Hazardous materials including contaminated land, other than that included in the Pricing Document, have not been identified on the site. Should any hazardous materials be discovered during the course of the works the Contractor shall inform the Architect immediately. The site shall be secured and protected and arrangements for disposal to a licensed tip shall be agreed with the County Council prior to any disposal taking place.

Radon

- a) The radon barrier, together with sumps, vents and the like has been selected with a view to reducing radon levels to below the recommended active level of 200Bq/m³. The radon barrier should be installed and certified by a radon specialist (e.g. a member of the Radon Council of Ireland) as complying with best practice (if such best practice involves installation different to that described in the contract documents, then the specialist contractor should install in accordance with best practice) current at the time of installation. The works will not be considered as having reached practical completion, in accordance with C28 of the contract if the certificate of best practice is (as described above) not handed over to the Design Team.
- b) In the week prior to Substantial completion, the Contractor shall have 4 No. radon detectors installed by the Radiological Protection Institute of Ireland (RPII) in accordance with the protocol agreed between the RPII and DoES. If for any reason the RPII are unable to install the radon detectors, the radon detectors are to be installed by a competent radon contractor as listed on the RPII website. The detectors are to be installed in each occupied room at ground floor level and in locations as selected by the radon Contractor or as agreed with the Design Team. The Contractor shall provide to the Employer, and to the Architect, a schedule of the recorded radon levels from all detectors at intervals of four, eight and eleven and a half months from date of practical completion. Should the maximum individual detector readings exceed the active level of 200Bq/m³ then the Contractor shall remediate the radon protection system to achieve the active level of 200Bq/m³ at his own cost.

TAX MATTERS

Value Added Tax in Certificates

- a) 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 contractors accounts, upon which Value Added Tax is chargeable at a rate different from that applicable to buildings contracts. In the case of "fittings" as defined by the Revenue Commissioners, such values shall be the cost of supply and delivery only.
- b) When claiming payment from the Employer on foot of any interim or final certificate which includes the value of items chargeable at a rate different from that applicable to building contracts the Contractor should raise a separate invoice covering each different rate of Value Added Tax applicable. The revenue commissioners have stated that failure to raise invoices in this way will render the total Final Account liable to Value Added Tax at the highest rate involved. The Employer will not be liable to pay the Contractor for any excess tax becoming payable as a result of failure to comply with this condition which is in accordance with the regulations of the Revenue Commissioners.

Tax Clearance

- a) It will be a condition precedent to the award of this contract that the Contractor must be able to produce promptly a Tax Clearance Certificate (unless he has a Subcontractor C2 Certificate). In the case of a non-resident, a statement from the Revenue Commissioners will be required.
- b) Furthermore, it will be the responsibility of the successful Contractor to ensure that any subcontractor 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 this office when required to do so. No claims for increased costs will be entertained in respect of contractor's compliance with this condition.
- c) Payments under this contract will at all times be conditional on compliance with these requirements. It is emphasized that in the absence of a current C2 Certificate, tax must be deducted at a rate of 35% from payments due in accordance with Section 17 of the Finance Act 1970, notwithstanding that a Tax Clearance Certificate has been furnished by the Contractor.

Custom Duties

- a) The Contractor will be deemed to have included in his tender for all customs and other duties legally payable at the designated date.
- b) Imported items should be listed separately at the end of the pricing document together with the date of quotation and the currency conversion rate on which the quotation is based.
- c) Provide for all customs and excise duties and import licence fees. Price items of work exclusive of Vat.

FREEDOM OF INFORMATION ACT 1997

Freedom of Information Act 1997:

- a) The Employer proposes that the following information relating to this tender competition will be made available upon request:
 - i) To an unsuccessful tenderer – reason for a tenderer's failure to obtain a contract.
 - ii) To any interested party: the award criteria.
 - iii) Names of all firms who request tender documentation
 - iv) The name of the successful tenderer and the gross contract price.
 - v) Name of all firms who submit tender (in alphabetical order)
 - vi) All gross tender figures received (in numerical order)
- b) The Employer undertakes to hold confidential any information provided by you in this tender subject to:
 - i) Disclosure of the above information specified in "A" above.
 - ii) The Employer's obligations under law, including the Freedom of Information Act 1997, which came into force on 21 April 1998.
- c) Information in relation to this tender may be made available on-demand in accordance with Freedom of Information Act 1997.
- d) You are asked to consider if any of the information (other than that referred to at "A" above, supplied by you in this tender should not be disclosed because of its sensitivity. If this is the case, you should, when providing the information, identify same and specify reasons for its sensitivity. The Employer will consult with you about sensitive information before making a decision on any Freedom of Information requests received (see Freedom of Information Statement in Form of Tender).
- e) If you consider none of the information supplied by you is sensitive, please make a statement to that effect. Such information may be released in response to a Freedom of Information request (see Freedom of Information Statement in Form of Tender).

SPECIAL CONDITIONS

Phasing of the works.

The Contractors should carry out all works in accordance with Architects Phasing Drawings included in the tender documentation and the Architects Specification.

Special Site Restrictions

The Contractors should note site-specific restrictions regarding the existing school on-site & the adjacent neighbouring school, farm, dwellings, all of which will remain in use throughout the building works. Any demolition and/or renovation works proposed for the project must be carried out as per the phasing plan and only with prior agreement of the Architect and the employer. All works shall be carried out in accordance with Architects Contractors Working Area drawings and the Architects Specification.

Works where possible must be of a quiet nature. The Contractor is asked that construction activities which generate excessive noise and are likely to cause disruption to the schools & church are to be discussed & agreed in advance with the employer. Such examples of noise-making activities would include breaking out rock, using pneumatic drills, using un-silenced machinery, etc. The Contractor must therefore make appropriate allowance for the sequencing of works to take cognisance of this. The contractor should liaise with the school principal/management in this regard.

Site Hoarding

Hoarding is required by the Employer as indicated on the Architects Contractors Working Area drawings and the Architects Specification and the Contractor shall include for providing whatever is necessary to prevent unauthorised entry to the site or trespassing beyond the boundaries of the site and for the proper protection of the works, his own and domestic subcontractors plant, materials and the like and the general public as may be required by the insurers or the Local Authority.

Hoarding, where required, is to be erected in wooden panels, painted entirely in agreed colours only in locations indicated. Hoarding colours and hoarding itself must be maintained in pristine condition. Hoarding must have external bulkhead lights, to be maintained by the Contractor. No advertising whatsoever on the hoarding denoting the companies involved. No other publicity or advertising signs inside the site should be visible from the outside. Publicity boards will be created and electronic final proofs will be sent to the Contractor. 4 No. boards must be printed out in A0 size, mounted in a weatherproof format in a position agreed by the client and maintained in pristine condition until completion. Steel wire mesh fencing and green fabric netting shall be positioned as indicated. The only permitted signs on the hoarding are safety signs, to be placed in the immediate proximity of the site entrance only. In the event that dust begins to escape from the building, the client reserves the right to request a misting spray to be sent into the site from the top rim of the hoarding. All hoardings as indicated on the Architects Contractors Working Area drawings for Phase 1 & Phase 2/3 and the Architects Specification.

Fire Escape

Provide clear fire escape routes in order to allow safe egress from the works as required and maintain clear access at all times.

Safety, Health & Welfare at Work (Construction) Regulations 2006 to 2013

The Contractor shall provide for all costs in connection with his appointment as Project Supervisor for the Construction Stage (PSCS) herein; including co-operating with the Project Supervisor Design Process in the preparation and hand-over to the Client of the Safety file on Substantial Completion.

The Project Supervisor for the Design Process is Coughlan Associates, Architects & Project Managers.

The Project Supervisor for the Construction Stage (PSCS) shall be the Contractor appointed to carry out the Works.

The Contractor shall co-operate with the PSDP in the preparation of the Safety File and shall provide all relevant documentation, including all technical manuals, marked up "as built" drawings and materials safety sheets. The Employer will be unable to take possession of the Works ("Substantial Completion" stage) unless he has received the information and documentation required to allow the Employer comply with his duties in respect of the safe operation of the premises under relevant statutory provisions.

The Contractor shall include for a competent person to act as and carry out the duties of Project Supervisor for the duration of the Construction Stage as set out in the current Safety, Health and Welfare at work (Construction) Regulations.

The Contractor shall ensure that the Project Supervisor for the Construction Stage has the insurances required of the Project Supervisor for the Construction Stage under its appointment.

The notification of commencement of construction of the project to the HAS shall be the responsibility of the Project Supervisor for the Construction Stage – the Contractor.

The Project Supervisor (Construction Stage) is required to confirm in writing that they will be fully responsible for any temporary works design and construction and the completion of the entire safety file documentation for this project, notwithstanding any provisions relating to these issues under the current Safety, Health and Welfare Regulations.

The Project Supervisor (Construction Stage) is required to liaise with the Project Supervisor (Design Stage) with regards to any temporary works design and construction.

The tenderer shall, providing they are in a position to do so, complete the declaration of competence attached to the Invitation of Tender letter accompanying this set of documents. The person providing the expertise required of a Project Supervisor for the Construction Stage may be either an employee or a consultant retained for the specific purpose. The firm shall not assign the Collateral Agreement without the Employer's written consent.

Where a tenderer is not deemed competent by the Employer to act as Project Supervisor for the Construction Stage then the tender submitted by that party shall be passed over and deemed invalid.

In the event of the Employer deciding to enter into a contract for the execution of the Works, the successful firm shall enter into a contract (the "Main Contract") using the Conditions of Contract as specified elsewhere. The firm shall also enter into a Collateral Agreement to the Main Contract for the provision of the service of Project Supervisor for the Construction Stage and the performance of the duties outlined in the above mentioned Regulations in consideration of the acceptance by the Employer of the tender, or any modification thereof.

The form of Collateral Agreement shall be the Model Form published by the Department of Finance.