

Transformative works at The Nest, Quay Street, Sligo F91 K79P

Volume A1 – Works Requirements Particular Requirements

August / 2026

0690-MFA- Volume A1 – Works Requirements Particular Requirements



Sligo County Council
Comhairle Chontae Shligigh

Sligo.



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CLIENT / JOB NO	Sligo County Council	0690
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THE NEST, QUAY STREET, SLIGO, F91 K79P

1 SECTION ONE – DESCRIPTION OF WORKS

1.1 Documents

The Conditions of Contract applicable to this Contract are those contained in the “**Open procedure for Works contractors using Short Public Works Contract Reference ITTW 4**”.

Documents included in the Contract are as follows:

1.1.1 Volume A: Works Requirements

- Volume A1 – Specification – Description of Works and Contract Requirements (**This document Sections 1 - 4**)
- Volume A2 – Specification – Materials, Workmanship and Methods of Construction
- Volume A3 – Drawings (as listed in Clause 1.8)
- Volume A4 – Mechanical and Electrical Specifications, and
- Pricing Document

1.1.2 Volume B: Form of Tender, Agreement, Conditions of Contract and Schedules

Form of Tender and schedule

1.1.3 Volume C: Pricing Document

Pricing Document

The Works Proposals submitted by the Contractor with his Tender also forms part of the documents included in the Contract.

The following Documents, which are not included in the Contract, provide Relevant Background Information:

- Preliminary Health & Safety Plan
- Instruction to Tenderers Cover Letter

Volume A1 is a specific specification of the Works Requirements for this contract. Volume A2 is a general specification and not all clauses may be relevant to this contract. Specifications in Volume A1 will take precedence over specifications in Volume A2 where there appears to be inconsistencies between the two volumes. Details or specifications shown on Volume A3 – Drawings will take precedence over details or specifications in Volume A2 where there appears to be inconsistencies between the two volumes.

1.2 Summary of Scope of Works

It is intended to construct in order to provide satisfactory housing accommodation in accordance with the requirements of Sligo County Council.

1.3 Detailed Description of Works

The following works, which are also detailed on the drawings, are to be executed and completed by the Contractor. The scope shall include for the supply, delivery, construction, testing and commissioning of the works.

General

All materials and workmanship shall be subjected from time to time to such tests as the Employer's Representative may direct. If required by the Employer's Representative the Contractor shall submit to the Employer's Representative a list of his proposed suppliers and sources of materials required for the execution of the Works. Samples shall be taken in accordance with the appropriate standard where applicable.

Detailed programming and Immediate Preparation:

Prior to commencement of the works, the contractor shall prepare a detailed programme of works for agreement with the client.

1.3.1 Detailed Description of Works

All of the proposed works are detailed on the following drawings:

The Nest, Quay Street, Sligo	
	Site Location Map
	Site Location Plan
	Existing Site Layout Plan
	Proposed Site Layout Plan
	Existing Floor Plans, Sections & Elevations
	Proposed Floor Plans, Sections & Elevations
	Windows & Doors Schedule
	GA Foundations
	GA Ground Floor
	GA First Floor
	GA Ceiling & Roof Plan
	Architectural Details
	Structural Details

The works consist of the demolition of 2 No. existing storage buildings and transformative works at The Nest, Quay Street, Sligo, F91 K79P. A brief summary of the works is as follows:

- Erection of hoarding, temporary site signage and associated site establishment works.
- Site clearance and removal of materials off site as required.
- Demolition of 2 No. existing storage buildings.
- Construction of the proposed rear studio extension, including all associated structural and architectural works.
- Internal alteration and reconfiguration of the existing building.
- Associated external works, including courtyard works and accessible access routes.
- Installation and alteration of foul and surface water drainage and associated site services.
- All associated mechanical and electrical works.
- All other works as identified in Volumes A2, A3 and A4.

All of the above works are set out in detail in the Volume A3 drawings, Volume A2 Specification and Volume A4 Mechanical and Electrical Works Requirements.

1.4 Engineering Brief

It will be the Contractor's responsibility to meet the requirements for the installation of the Works as set out in the Specification or as subsequently amended on the instruction of the Employer's Representative.

The Engineering and Performance Briefs for the services installations will include the following:

- The specific design guides and codes of practice listed elsewhere in contract documents.
- Department of Environment recommendations for site development works.
- Statutory Regulations, Services Technical Publications, Irish, British and European Standards.
- The Engineering Drawings and Specifications describing the works and the site layout.
- The specification requirements as detailed elsewhere in this Specification and services information on drawings.
- The general arrangement of services in selected areas for which typical details, sections or plant layouts may have been included in the Specification.
- A requirement to ensure that the completed installations and the associated building works make full provision throughout for safe future operation, isolation, regulation repair, maintenance and where appropriate, adaptation and extension.
- All trade Association standards whether advisory or compulsory.

Notwithstanding the contents of this specification and associated drawings, the Contractor shall be fully responsible for the complete installation of the works to ensure that they can be tested and handed over in fully operational mode. The Contractor shall include in the tender for all necessary items not specifically mentioned or indicated, to achieve this objective.

The contractor shall not deviate from the specification in any shape or form without prior written approval from the Employer or Employers Representative.

1.5 Form of Contract

The Form of Contract is those contained in the Short Public Works Contract.

1.6 Instructions for Tendering

The Contractor shall take cognizance and adhere to, the requirements of the Instructions for Tendering Document before submitting their tender.

1.7 Inspection of Site & Documents

The Contractor must accept the site as he finds it although for his assistance and guidance, tender documents and drawings have been provided to aid the Contractor with setting out the works.

If the intending Contractors desire to fully satisfy themselves as to the information set out in the sections in regard to the materials which are likely to be encountered, they shall before tendering, by separate arrangement with the Client, and at their own expense, to carry out site measurements as may be necessary to satisfy themselves fully as to the nature of the works which are likely to be encountered. Despite the availability of the above mentioned documents and drawings, the Contractor shall nevertheless be deemed to have visited the site and to have obtained all necessary information additional on that provided as to risks, contingencies and any other circumstances likely to affect his tender.

It will be the tenderer's/contractors responsibility to appropriately survey and analyse each of the works areas on site to ensure that all works are covered within their tenders. The drawings and specification offer an outline of the proposed design only and the contractor should satisfy himself that all works are accounted for. Each tenderer will be allowed ample time on site to measure the works at each works area.

The Contractor shall be deemed to have examined the Tender Documents and drawings and to have satisfied himself as to the full extent and nature of the work, the manner in which it must be carried out, the means of access, the space available for storage, the building structure, the conditions affecting labour and the execution of the Contract generally.

Should the Contractor have any queries regarding the intent and meaning of the Contract, the Tender Documents or the drawings, he shall, before submission of his Tender obtain clarification in writing from the Employers Representative as per the ITT.

In the case of any conflict or discrepancy between the various contract documents (i.e. Specification, Drawings, Bills of Quantities, etc.), or ambiguity therein, the Contractor shall so advise the Employers Representative and shall prior to submitting his Tender obtain clarification in writing as to the exact intent of the item concerned.

In the event of the Contractor's failure to do so, the cost of any resultant change or addition shall be borne by the Contractor.

The Contractor shall also have due regard to adjoining and neighbouring properties and their occupants.

The Contractor shall take all steps necessary to ensure that the safety and rights of way of the general public are not interrupted as a result of his operations if required. Temporary diversions shall be provided and maintained to the approval of Employers Representative and management staff until such time as the original right of way has been satisfactorily reinstated.

No allowance will be made for failure on the part of the Contractor to fully acquaint himself of the nature of the site and to inform himself on all environmental matters subject always to the natural rights of any Contractor to make a valid claim in the event of unforeseen physical obstacles being encountered of such a nature as to interfere with the expeditious progress of the work. Heavy rain flooding or strong winds are specifically outside the category of a physical obstruction and no claims in any way related to any such flooding or winds at any time of the year will be entertained on the assumption that the Contractor will have provided against such a contingency in his Tender.

Any issue the Contractor needs clarification on should be issued to the Consultant in writing so that the issue can be addressed and a suitable reply issued.

The Contractor shall also include for having pre and post construction photographs taken to ensure that all areas are left in a condition satisfactory to the Employers Representative at the end of the works.

The Contractor shall make good any damage caused to buildings and materials to a condition at least equal to that in which they were before any construction was permitted to pass over them.

1.8 Drawings

The Works described or referred to in this Specification are shown on the layout and detail drawings.

One copy of all drawings and other documents relating to the Contract shall be supplied to the Contractor upon appointment to the Contract. They will remain the property of the Employer and, together with any copies made by the Contractor, shall be returned to the Employer upon completion of the Contract. All drawings shall be available for the Employers use when required.

Any additional copies of the drawings required by the Contractor shall be provided by the Employers Representative at the Contractor's expense.

1.9 Temporary Works

Allowance shall be made in tender sum for all necessary temporary works that are required to facilitate the works such as Herris fencing, or any other works/items that the contractor deems necessary.

2 SECTION TWO – CONSTRAINTS AND REQUIREMENTS

2.1 Bill of Quantities

Not Applicable

2.2 Schedule of Rates

The lowest tenderer shall within one week of a request from the Engineer provide a fully quantified Schedule of Rates for the works.

The measurement of quantities in the Schedule of Rates shall be based on the Agreed Rules of Measurement (ARM 3) as agreed between the Construction Industry Federation and the Society of Chartered Surveyors or other standard method of measurement agreed with the Engineer.

All measurements shall be net when fixed in the works and the Contractor shall make such allowances as he deems necessary to cover cutting, waste, etc.

The Schedule of Rates shall be divided into sections corresponding with the sections in the Summary of Tender/Pricing Document.

The rates in the Schedules of Rates shall be used only for purposes of checking the Contractors Tender and for evaluating variations (additions or omissions) where applicable.

2.3 Price Fluctuations

Price fluctuations shall be dealt with in accordance with the Conditions of Contract Clause 4 in Volume B.

The successful tenderer shall when requested by the Engineer submit a detailed list of all materials and equipment for the works along with their basic price at the designated date. The prices quoted shall include for delivery to site and shall exclude all trade or cash discounts.

2.4 Assessment / Award of Tenders

The assessment / award of tenders shall be carried out in accordance with the appropriate Clauses of the Instructions to Tender.

2.5 Payment Terms

Payment shall in accordance with the Conditions of Contract Clause 4 and the Schedule in Volume B.

Claims for materials or equipment on site which have not been fitted shall be detailed separately. Unless otherwise agreed by the Employer no payment shall be made for materials or equipment purchased but not delivered to site. Where payment is required and agreed to by the Employer, for equipment or materials stored elsewhere than on the site the Contractor shall be responsible for bonding and insuring such goods and vesting them in the Employers name. The Contractor shall not be reimbursed for any expenses incurred in carrying out the above.

2.6 Final Account

Final Account payment shall in accordance with the Conditions of Contract Clause 4 and the Schedule in Volume B.

The format for the final account should follow that outlined in Clause 2.6 Payment Terms above.

The final account shall not be cleared for payment until the following have been carried out to the satisfaction of the Engineer.

1. Final testing and commissioning.
2. Clearance of all snags or faults as identified by the Engineer.
3. Submission of final approved Record Documentation to the Employer and the Engineer.

2.7 Value Added Tax

Value Added Tax shall be as per Clause 4 of the Conditions of Contract.

2.8 Schedules and Form of Tender

The Schedules and Form of Tender shall be completed in ink and shall be returned to the Client as per the Instructions for Tendering Particulars.

Tender submissions are Via E-Tender Portal as per the instructions to tender.

2.9 Parent Company Guarantee

The Parent Company Guarantee, if required, shall be in the form of Model Form 1-7 "Form of Parent Company Guarantee".

2.10 Consents

The Contractor shall give and comply with all notices and pay all taxes, fees and charges required under Legal Requirements to be paid in connection with performing the Contract, as per the Conditions of Contract.

2.11 Project Supervisor

2.11.1 Project Supervisor Construction Stage

The successful Tenderer shall be appointed as Project Supervisor Construction Stage (PSCS) in accordance with the provision of S.I. 504 of 2013, Safety, Health and Welfare at Work (Construction) Regulations, 2013.

The Contractor shall enter into the appointment in the form of Model Form 1-10 "Form of Appointment of Project Supervisor for Construction Stage Only".

General

Sligo County Council reserves the right to terminate the role of the PSCS at any time and appoint a new PSCS. Sligo County Council will not be liable for any costs or losses arising from this termination.

The PSCS shall comply with the 2013 Regulations and should particularly note the following:

- i. Following appointment as PSCS, develop the Safety & Health Plan, including updating it with new/revised design information passed on by the PSDP. Following this, the Contractor will coordinate with all designers' and any new information will be passed onto the PSCS for inclusion in the Safety and Health Plan.
- ii. The PSCS shall be obliged to advise the PSDP, as soon as is practical, of any changes arising from unforeseen conditions or eventualities which may affect design. This must be done in order to permit the PSDP to pass this information to all designers so that they can coordinate their designs and include the changes in their designs.
- iii. Ensure that all personnel on site have appropriate training, SafePass and CSCS where necessary, and that record of same, including copies of certificates/cards, shall be kept on a readily accessible file for inspection. Copies of the same shall be provided to the Resident Engineering Staff or other designated Representatives of the Local Authority.
- iv. Assist PSDP where required, to allow the PSDP comply with the Regulations.
- v. Coordinate the design of the temporary works.
- vi. Coordinate the contractors who will be providing information for the Safety File.
- vii. Gather all relevant information, from all designers, PSDP, and contractors, including information from the final version of the Safety & Health Plan, for inclusion in the Safety File, and deliver the Safety File promptly to the client upon completion of the project.

The following is a non-exhaustive list of the information, which the PSCS must provide to **MFA Consulting Engineers Ltd**, in their role as PSDP, for inclusion in the safety file:

Construction Programme

- All As Constructed Drawings
- Works Requirements
- Bills of Quantities and / or Schedules of Prices
- All design information and general design criteria
- Details of location and nature of all utilities and services
- Site records – example logs of difficulties encountered on site
- Copies of relevant photographic and video material of construction
- Other relevant information which, in the opinion of the PSCS, should be included in the safety file.
- Any further information, requested by the PSDP, which is deemed necessary by the PSDP to allow them to complete their role and to prepare the Safety File.

The PSCS shall coordinate all contractors' arrangements for constructing the works so as to protect the Safety Health and Welfare of all persons (including employees, visitors and the general public) affected by the construction of the works.

It shall be the duty of all contractors to implement these arrangements to protect, as far as reasonably practicable, the Safety Health and Welfare of all persons affected by the construction of the works.

The PSCS shall monitor all of these arrangements and shall take appropriate steps, where necessary, to ensure that they are implemented and effective in accordance with S.I. 504 of 2006.

The Main Contractor shall, in respect of all persons' and sites' activities, provide for, and ensure compliance with, all Health, Welfare and Safety Standards and Regulations whatsoever arising in connection with the works.

As between the Client and the Main Contractor, the Main Contractor shall be responsible for the health and safety of all persons employed on the site, whether under his direct control or not.

The Main Contractor shall ensure that safe practices and methods of work are adopted at all times.

The contractor shall ensure that their health & safety management comply fully with CIF all guidelines pertaining to Covid-19.

The Main Contractor in that capacity, or in his capacity as Project Supervisor Construction Stage, shall notify the Engineer in writing, at or prior to the submission of his tender, if he considers that any contractual requirement relating to the time for carrying out the works, or any part of the works, or the design of the works, or specification of materials, renders work methods or procedures hazardous, or in any way prevents the work from being safely carried out. Upon receipt of such notice, the Engineer shall issue such necessary instructions, as he shall see fit to the Main Contractor.

The Contractor shall grant the client unrestricted license to use and reproduce all documentation in the Safety File to facilitate the future maintenance, alteration or demolition of the property to which it relates.

The Contractor shall grant the client the right to assign with the property the client's rights to use and reproduce all documentation in the Safety File in the event of the property being transferred to another party at any time in the future.

The Contractor shall ensure that all safety, health and welfare measures required under or by virtue of the provisions of any enactment or regulations or working rules of any industry are strictly complied with.

The Contractor shall comply with the Safety Health and Welfare at Work Act, 2005. All work shall be subject to S.I. No. 44 of 1993 Safety Health and Welfare at Work (General Application)

Regulations as amended from time to time. The Contractor shall comply with the current metric edition of the IEE Regulations and the requirements of the Electricity Supply Board. Works on roads, footpaths and cycle tracks shall be carried out in compliance with Part 13 of the Safety, Health and Welfare at Work (Construction) Regulations, 2013. All works shall be subject to the requirements of the following General Application Regulations:

- S.I. 371 of 2006 – SHWW Control of Noise at Work Regulations 2006
- S.I. 370 of 2006 – SHWW Control of Vibration at Work Regulations 2006
- S.I. 318 of 2006 – SHWW Work at Height Regulations 2006
- S.I. 386 of 2006 – SHWW Exposure to Asbestos Regulations 2006

All works shall comply with Local Authority bylaws and with all current legislation and Building Regulations.

The Contractor shall comply with all applicable legislation and regulations.

A Preliminary Safety and Health Plan has been prepared for this Contract. All Tenderers are required to familiarise themselves with each item detailed in the Plan and to make any necessary amendment to their proposed Programmes of Work to reflect such.

2.11.2 Project Supervisor Design Process

MFA Consulting Engineers Ltd. have been appointed as Project Supervisor for the Design Process (PSDP) in accordance with the provision of S.I. 504 of 2013, Safety, Health and Welfare at Work (Construction) Regulations, 2013.

2.11.3 Certificates

The Contractor will provide, when requested, certificates in the form approved by the HSA and as set out in the HSA guidance document “Guidelines on the Procurement, Design and Management Requirements of the Safety Health and Welfare at Work (Construction) Regulations 2013” including the temporary works design certificate.

2.12 General Requirements Concerning Insurance

The Contractor shall include for all insurances required to comply with the Conditions of Contract and Schedule, and such other current relevant insurances, Acts or Statutory Instruments of the Oireachtas.

The Contractor shall provide documentary evidence that all necessary insurances have been taken out and are being properly maintained. The Contractor shall, if requested by the Engineer at Tender stage, provide documentary proof that he has the following insurances:

-

1. All Risks Insurance
2. Public Liability Insurance
3. Employers Liability Insurance
4. Engineering Insurance
5. Motor Insurance

He shall provide the following details for each of the above policies:-

1. Insurer, Policy Number and Renewal Date.
2. Extent of cover of each policy.
3. Details of any restrictive endorsements and/or warranties on each policy.
4. Limits of indemnity where appropriate for each policy.

All Risks Insurance shall provide cover for 100% of the Contract sum including VAT.

2.13 Limitations on the Authority of the Employer’s Representative

There are no limitations on the authority of the Employer’s Representative to perform its functions or powers under the Contract.

2.14 Approved Manufacturers

The Engineer’s approval shall be obtained by the Contractor for all items of plant and equipment to be incorporated in the works unless they have been specified or nominated by the Engineer in the Specification.

2.15 Required Contractor Submissions

The procedure for Contractor Submissions shall be as set out in the Conditions of Contract and Instructions For Tenderers Documents.

2.16 Programme

The successful contractor shall prepare a programme, for agreement with the employer's representative, prior to commencement on site. This program shall include for all constraints identified in the contract documents. The contractor shall track this program and provide updated revisions at progress meetings.

At the time of tendering the Contractor shall submit a proposed programme (Microsoft Project or similar) showing how he intends carrying out the works, other specialist Contractors he intends using, and the staff he proposes allocating to the works on a monthly basis.

2.17 Progress Reports

The contractor shall provide progress reports at progress meetings to the agreement of the Employers representative.

2.18 Confidentiality and Secrecy

There is no other information to be treated as confidential or secret outside that stated in the Conditions of Contract.

2.19 Contractor's Documents

All Contractor's Documents shall be in English.

2.20 Pay and Conditions of Employment of Work Persons

Pay and conditions of work persons shall be in accordance with those specified in the Conditions of Contract.

2.21 Subcontractors and Specialists

There are no Specialists to be novated to the Contractor under this Contract.

2.22 Services for Employer's Facilities

The Contractor is not required to operate or maintain any parts of the site and facilities of the Employer.

2.23 Other Contractors

Not Used

2.24 Setting Out the Works

The Contractor shall set out the works and keep them correct at all times. Errors in his setting out shall be put right by the Contractor at his own expense. The checking of any setting out by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

2.25 Working Times

Exact Working times to be agreed with the client and employers representative following submission of the contractors detailed programme of works. The contractor shall provide for all lighting requirements and plant required in the event of night works.

08.00am – 18.00 MONDAYS TO FRIDAYS

No Saturday, Sunday or Public Holiday working will be permitted except with the prior written authority of the Client.

2.26 Charges

The Contractor will not be required to pay any charges for occupation of the site.

2.27 Quality Assurance

The Contractor shall establish and implement quality assurance procedures for the following:

- Storage and handling of material specified for the Contract
- Taking of samples for testing

2.28 Starting Date

The Contractor shall set the Starting Date, giving the Employer's Representative at least 10 working days notice.

2.29 Unfixed Works Items

The form of bond for work items not delivered to the site, if required, shall be in the form of Model Form 1-14 "Form of Bond – Unfixed Works Items".

2.30 Conciliation

The Conciliator's terms of appointment shall be those in the Engineers Ireland Conciliation Procedure 2000.

The form of bond, if required, shall be in the form of Model Form 1-17 "Form of Bond – Conciliator's Recommendation".

2.31 Method Statements

The contractor is required to promptly supply method statements to the Consulting Engineers as required setting out detailed methods of construction for works including, but not limited to, those specific elements covered by the particular and residual risks outlined in the preliminary health and safety plan. A copy of these method statements shall also be forwarded for review to the PSDP.

The Contractor shall provide Method Statements specifically for Engineering Services installations as follows in addition to those called for elsewhere in this documentation.

- Any Temporary works.
- Waste disposal and Specialist waste disposal.
- Public Protection, Signage and Pedestrian / Traffic Management.
- Making Safe / Weathering Existing M&E Services.
- Proposed sequence of works.
- Builder's work, sealing of openings, Roof Protection and Building Weathering.
- Welding activities (if required) and hot works including proposals for complying with site rules and fire watching. Provide welding certification for the required standard.
- Permit to Work proposals
- Protection of equipment throughout installation and handling / lifting heavy items.

Testing and commissioning (including pipework cleaning, flushing and treatment) – to be provided 1 month before any handover.

Additional Method Statements shall be provided as directed by the Engineer during the course of the works.

2.32 Additional Information

Written addenda or additional drawings may be issued by the Engineer up to seven (7) days prior to the date set for submission of tenders, to clarify, modify or otherwise alter the Tender Documents, Conditions of Contract and/or design of the works. Each addenda or additional or modified drawing so issued shall be taken as forming part of the Tender Documents and any associated cost implications shall be included in the Tender price.

Receipt of each addendum or modified or additional drawing shall be acknowledged immediately in writing. Failure to carry out this instruction may result in non-consideration of the Tender.

2.33 Copyright

The Tender Documents and drawings are the property of the Engineer and any information contained therein is confidential and not for publication and is issued on the understanding that no part thereof shall be copied or communicated to a third party without the permission in writing of the Engineer.

2.34 Customs Duties

The Contractor shall be deemed to have included in his Tender for all customs and other duties legally payable at the designated date.

2.35 Patent Rights and Royalties

The Contractor shall save harmless and indemnify the Employer, the Architect, and the Engineer from and against infringement of any patent rights, design, trademark or name or other protected rights of any constructional plant, equipment or material used for, or in connection with the works.

2.36 Design Life

The design life of the various elements of the proposed extension shall be according to current Irish and European regulations.

2.37 Programme Constraints

In framing his programme the Contractor shall have due regard to his obligations under current Safety, Health and Welfare Laws and Regulations.

In framing his programme the Contractor shall have due regard to the expected difficulties in relation to maintaining Public Welfare, traffic management and control of traffic movement where required, to provide the least possible disruption at all times. Sufficient time shall be allowed for the notice and approval of procedures and control methods.

2.38 Order and Methods of Implementation

Contractor shall have regard to the fact that:

- (a) The site is in a live environment and will be in use during construction.
- (b) Storage area for materials on the site is limited.

The contractor shall include for these constraints in pricing and programming the works.

2.39 Requirements for Noise Control and Cleanliness of Site

The Engineer will not permit the use of jack hammers, compressors or drills at night between the hours of 8pm and 8am on the following day.

The Contractor shall take all necessary precautions to ensure the enjoyment of privacy by third parties and shall at all times comply with the requirements of BS 5228, Noise Control on Construction and Open Sites, Part 1 1997 Code of Practice for Basic Information and Procedures for Noise and Vibration Control.

The Contractor shall take cognizance of the close proximity of private residential properties to the working site.

2.40 Builders Work

Unless indicated otherwise the Contractor shall provide for the marking out, construction and supervision of all builders work in connection with the Contract and where deemed necessary by the Engineer shall provide Builder's Work Drawings, in accordance with Section 2.42 "Working Drawings".

The Contractor shall provide for all construction requirements with regard to structural supports, chases, recesses, holes, trenches and pipe ducts to ensure that the work may be correctly executed and subsequent alterations avoided.

The Contractor shall be responsible for forming and making good of all opes required.

2.41 Plant Space Allocation

The Contractor shall ensure that the space allocated for all plant items is sufficient to allow for the proper installation and future maintenance of all plant and equipment. Primary service runs will be as indicated on the layout drawings. All horizontal and vertical service distribution routes shall be adequately sized to allow for proper installation, access and maintenance of all services including electrical services.

2.42 Working Drawings

The term "Working Drawings" shall be deemed to include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data and material of a similar nature required to explain in detail the works covered under this Contract.

The Contractor will be required to provide necessary Working Drawings in connection with the works. These shall include drawings prepared by the Contractor and those provided by suppliers and sub-contractors. The Engineer's decision in regard to the requirement for working drawings will be final. The Contractor shall be responsible for obtaining the requisite drawings from suppliers and sub-contractors.

The Contractor shall include for updating/amending the tender drawings as required due to building changes and/or layout changes requested by the Engineer.

Working Drawings shall be prepared to an approved scale. In general the following scales are considered acceptable although specific instances may require different scales:-

- | | |
|--|-------------|
| - Key Plans/Site Plans | 1:100/1:200 |
| - General Arrangement/Layout | 1:50 |
| - General Cross Section/Elevations | 1:50 |
| - Roof Plans | 1:100 |
| - Switch and Plant Room Plans/Sections | 1:20 |
| - Details | 1:20/1:10 |

Within one (1) week of receipt of notice to proceed (Letter of Intent or Order, as the case may be) the Contractor shall produce a Schedule of Working Drawings, indicating Drawing No; Title and Scale of each drawing proposed and detailing scheduled dates for issue of each drawing. The schedule/programme for issue of drawings shall take cognizance of the construction programme and the needs of interfacing trades, and make due allowance for the review process.

The Contractor shall consult the current relevant drawings of other trades and services during the preparation of the Working Drawings and shall co-ordinate with the Engineer for interfacing trades to the extent necessary to ensure that his works are fully co-ordinated into the works. The Contractor should note that the responsibility for the production of co-ordinated services drawings/details rests with the Contractor.

Drawings shall be prepared on standard "A" size sheets. Drawings must be prepared using an approved Computer Aided Drafting (CAD) system compatible with the current release of AutoCAD.

The Contractor shall submit to the Engineer two (2) copies of each drawing for each review submitted. One (1) disc and six (6) prints shall be issued of each "Approved for Construction" drawing.

Drawings will be returned to the Contractor after review marked as follows:-

Status A: Approved for Construction

Status B: Modify/Revise as indicated.

Work may proceed provided comments are incorporated.

Status C: Not Approved : Revise and resubmit incorporating comments as indicated.

Status B and C drawings shall be resubmitted with comments incorporated.

Delays resulting from drawings being rejected (Status C) because same were incorrect, incomplete or otherwise inadequate, shall not be considered as justification for an extension of time.

The Engineer's approval shall be only for conformance with the design concept of the works and for compliance with the information given in the Contract Documents and shall not extend to means, methods or construction procedures.

2.43 Record Documentation / As Constructed Drawings

The Contractor shall provide two (2) weeks prior to Practical Completion of the Works, a complete draft of the Record Documents finished in all details to the Engineers satisfaction, except final test certificates, commissioning results etc. which may not yet be available. The Contractor is advised that great importance will be placed upon quality, accuracy, clarity and completeness of the Record Documents and upon their being made available promptly. Two (2) weeks after Practical Completion the completed Record Documents shall be submitted.

The Contractor shall demonstrate from time to time, as required by the Engineer throughout the execution of the Works, that an adequate and accurate record of the work as it proceeds is being maintained and that the Record Documents are themselves being progressively compiled as the work on site proceeds.

Record Documents shall comprise the following:-

1. Record drawings and schedules.
2. Testing, commissioning and performance proving reports.
3. Operating and maintenance instruction where relevant (manuals).

The Record Documents shall be adequate for the following purposes:-

- To record clearly the arrangements of the various sections of the works as actually installed and to identify and locate all component parts thereof.
- To make it possible to comprehend the extent and purpose of the works and method of operation thereof.
- To set out clearly the extent to which maintenance and servicing is required and how, in detail, it should be executed.

The Record Documents shall be correlated so that the terminology and the numerical and/or other references used therein are consistent with and similar to those used in the physical identification of component parts of the Works.

2.44 Employers Representative Inspection

Before proceeding with work that will cover and conceal previous work, or allowing other trades to do so, the Contractor shall give early notice in writing to the Employers Representative and shall afford him the opportunity of inspecting the previous work. Approvals given at such inspections will not relieve the Contractor from full responsibility for the quality of the work throughout. Works covered in without notice shall be exposed as directed by the Engineer at the expense of the Contractor.

The Employers Representative and any person authorised by him shall, at all times, have access to the works and the site and to all workshops and places where work is being prepared or where materials, manufactured articles and machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

2.45 Tests on Completion

The Contractor shall give to the Engineer adequate notice in writing of the date after which he will be ready to make the tests on completion. Unless otherwise agreed, the tests shall take place within ten days after the said date, on such day or days as the Engineer shall notify the Contractor in writing. Electricity, fuel and water required shall be provided for by the Client under this Contract.

If, in the opinion of the Engineer, the tests are being unduly delayed, he may by notice in writing call upon the Contractor to make such tests within ten days from the date of the said notice and the Contractor shall make the said tests on such day within the said ten days as the Contractor may fix and of which he shall give notice to the Engineer. If the Contractor fails to make such tests within the time aforesaid the Engineer may proceed to make arrangements to have the tests carried out by a specialist company selected by the Engineer. All tests so made by this specialist shall be at the risk and expense of the Contractor.

If any portion of the works fails to pass the test, tests of the said portion shall, if required by the Engineer or by the Client, be repeated within a reasonable time upon the same terms and conditions, save that all reasonable expense to which the Employer or the Main Contractor may be put by the repetition of the tests shall be deducted from the Contract Price.

2.46 Guarantee (Defects Liability) Period

All items of plant, equipment, apparatus or materials supplied under this Contract, whether of the Contractor's own make or supplied by a Sub-Contractor or nominated supplier, shall be guaranteed against faulty workmanship or materials for a period of at least twelve (12) months from the date of the Certificate of Practical Completion of the Contract.

If any equipment or part thereof shows signs of weakness owing to faulty design, materials or workmanship, or to neglect on the part of the Contractor, or which, in the opinion of the Engineer is unsatisfactory, the Contractor shall repair or remove such equipment or articles and substitute others for them if the Engineer thinks fit. The Contractor shall bear all the costs thereof.

The cost of making good any defects arising from fair wear and tear, or from a lack of proper care, maintenance or management by the Employer in the use and operation of the premises, shall be excluded from this guarantee.

2.47 Statutory Requirements

The Contractor shall include in his Tender for all costs arising in connection with statutory and other legal requirements in force at the designated date.

Where changes in statutory or other legal requirements occur after the designated date which result in changes or additions to the work, the resultant increase or decrease in cost shall be borne by the Contractor as per Clause 4 of the Conditions of Contract.

2.48 Existing Services

The Contractor's attention is drawn to the fact that there may be existing services in the vicinity of the proposed works. These services may include ESB cable, Eircom cable, Gas Mains, Watermains, Surface Water and Foul Sewers and other Ducts and Pipelines, Cables, Culverts, Land Drains etc. No claims shall be entertained from the Contractor on the failure of the Engineer to properly and accurately indicate the positions of services.

2.49 Access Routes

The existing access route to the buildings will be maintained and used by the contractor for the duration of the works.

2.50 Hazardous Construction Waste

The Waste Management (Hazardous Waste) Regulations (1998) implement provisions relating to hazardous waste. The collection and transfer of Hazardous Wastes are governed by separate legislation this being the Movement of Hazardous Waste Regulations, 1998. These Regulations set down procedures to track and monitor the movement of hazardous waste and make the local authority in whose functional area the waste originates responsible for the supervision and control of the waste.

Disposal of hazardous waste can only be undertaken at a licensed hazardous waste facility. Transfer of the hazardous material off-site requires the Contractor to obtain a waste collection permit and a consignment note (C1 Form) from the local authority. Refer also to the health & safety plan.

2.51 Fall Protection

The Contractor shall provide for all necessary fall protection devices and equipment to enable the Contracting staff to carry out their work in a safe and orderly manner. The Contractor shall also take cognisance to provide for all necessary protection devices and equipment to ensure that the staff and general public are protected from falling debris,

slips or falls during construction. The Contractor shall also provide for removing all such equipment and reinstatement of building surfaces where damage has been caused to the building fabric. Refer also to the health & safety plan.

2.52 Hand Over

The works shall only be considered complete and the Guarantee Period shall not commence until the works have been officially approved and accepted by the Architect and handed over to the Employer.

The works shall not be deemed complete until the following have been carried out to the satisfaction of the Engineer.

1. The satisfactory completion of all testing and commissioning as specified elsewhere in this document.
2. Provision of complete Record Documentation (Section 1.37) which has been approved by the Engineer.

3 SECTION THREE – SITE REQUIREMENTS

3.1 Existing Facilities and Use or Occupation by Employer

The contractor's attention is drawn to the fact that the site is located in a live environment. The existing premises will be unoccupied and will not remain in use during the construction period / duration of the Contract.

The Contractor shall be responsible for collecting his rubbish and depositing it from site.

3.2 Sanitary & Office Accommodation for Workpeople

The Contractor is required to provide for the welfare of employees and visitors as per part 14 of the 2013 Regulations. He shall coordinate arrangements, which facilitate the provision and maintenance, in an appropriate condition, of site welfare facilities for all persons at work on the construction site, in accordance with Part 14, and shall monitor the implementation of the arrangements.

The contractor is advised to visit the site and ascertain the access facilities thereto, the supply of labour and material the district will afford and the general convenience of working. He shall be taken to have made himself familiar with all aspects of the site that may have connection with or affect the works. He must take all the above into account when tendering and no charge for any extra labour and materials will be allowed in consequence of the Contractor's failure to do so.

The Contractor shall provide an adequately sized and properly furnished office complete with telephone for his Site Agent or Foreman in charge of the works. He shall also provide all necessary messing accommodation for his workmen. Sanitary conveniences will be provided by the main contractor or by the Client through agreement only.

3.3 Temporary Storage Sheds

The Contractor shall provide for his own use and requirements, such temporary offices, sheds, hard standings and other holding areas for items for incorporation in the permanent work for which he has responsibility while such goods are on the site awaiting incorporation. The cost of such accommodation as he deems necessary for his own use must be provided by himself and shall be deemed to have been included in his general overheads.

Where extra-large plant items, which cannot be conveniently accommodated in the stores, are delivered to the site, the Contractor shall include for tarpaulins or other approved covering or protection, adequately fastened and secured so as to prevent damage to equipment from dust, rain, etc. Where necessary or directed by the Employers Representative the Contractor shall provide adequate heating to prevent rust or corrosion of equipment.

Machined and bright surfaces shall be protected by paint, tallow or grease where this has not been carried out by others or has been removed in transit. On completion, surfaces so treated shall be cleaned and where appropriate, shall be polished.

Conduits, pipes and similar materials shall be adequately supported and properly stored to prevent bending and distortion and the ends shall be closed and threads protected by means of purpose made end caps. The storage of conduits, pipes or other such materials by laying them direct on the ground will not be permitted.

Where building or climatic conditions are such that equipment installed is likely to be damaged by dirt, dust, water or moisture the Contractor shall provide adequately secured protection by means of heavy polythene wrappings. The Employers Representative's decision as to the need for such protection shall be binding.

Materials or equipment that are damaged or become defective due to failure to comply with the above shall be replaced at the expense of the Contractor.

3.4 Temporary Power & Lighting

The Contractor shall provide for his own use and requirements, temporary power and lighting, either by portable generators or temporary supply for areas such as the Contractors Compound and Construction area. The cost of such as is deemed necessary must be provided by the Contractor and shall be deemed to have been included in his general overheads.

3.5 Attendance On Employer's Representative Site Staff

The Contractor shall provide for attendance to Employer's Representative Staff during the course of the constructional programme. Such attendance may include:

- Assistance in measuring the amount of work done from week to week.
- Assistance in the general supervising, testing, checking and examining the Contractors work.

3.6 Services to Site

The Contractor shall make arrangements for services that shall be required for the construction of the Works.

3.7 Carpark Areas Made Available for the Works

Limited car parking for the contractor and the contractors staff is provided within the immediate vicinity of the proposed works.

3.8 Access

Access to the site is limited. Details of all heavy plant to be used during the works shall be provided in the method statements.

The Contractor shall include for these constraints in pricing and programming the works.

3.9 Site Fencing

The Contractor shall ensure that unauthorised persons are effectively excluded from the Works. As soon as the Contractor starts construction, he shall establish a secure, access point to the works, with herring fencing as necessary as required to prevent unauthorised entrance or trespass into the works or compound. The Contractor shall regularly inspect and maintain all such fencing, any defects being made good without delay. The fencing shall be removed on completion of works.

3.10 Contractors' Plant

The Contractor shall provide all materials, tools, tackle, slings, haulage and labour necessary to carry out the works.

The Contractor shall provide all scaffolding and/or mobile hoists necessary to carry out the works.

The Contractor shall include for all costs involved with bringing to and removing from site all necessary plant and for maintaining the same on site for the duration of the works.

3.11 Temporary Works/Access Platforms

All temporary works/Access Platforms necessary for the works shall be designed by the contractor and subject to agreement with the Employers Representative.

All temporary works shall be dismantled and removed from the site by the contractor upon completion of the works.

3.12 Construction waste and spoil.

All excess construction materials, and spoil associated with the works shall be removed from the site by the contractor and disposed of in accordance with relevant statutory regulations.

3.13 Contractors' Staff

When requested, the tendering Contractor shall furnish details of all staff employed by him and available for work on this project. They shall be divided into the following categories:-

1. Contract Administration Staff
2. Drawing Office Staff
3. Site Labour Staff

None but fully qualified and competent workmen shall be employed on the works and the Contractor shall furnish such information as the Employers Representative may require as to the qualifications and competency of any workman.

Access to the Works area shall be restricted to the Contractor and their Operatives. All site staff, suppliers and operatives.

If personnel are not sure of the restricted areas, they shall immediately ask The Contractors management staff of the Employer's Representative

3.14 Foreman and Site Agent

The Contractor shall keep a competent foreman on site, or where the scope of the works so necessitates or the Employers Representative decides a competent site agent.

The site agent or foreman shall be authorised on the Contractor's behalf to receive instructions from the Employers Representative and shall give his whole time to the superintendence of the work. He shall keep accurate records and details of all work carried out by his staff.

The site agent or foreman shall not be changed during the progress of the works without the permission of the Employers Representative.

3.15 Site Operation

The Contractor shall confine his operations to the immediate vicinity of the site permitted to be used and shall take all precautions to prevent any of his staff from entering restricted areas.

Any nuisance or disturbance caused by the Contractor or those employed by him to the public or the Employer including premises handed over to the Employer prior to final completion shall be stopped immediately when any complaint is made. The Contractor shall be responsible for making good, at his own cost, for any loss or damage arising from such nuisance or disturbance.

If such nuisance or disturbance arises through neglect of proper precautions the Contractor shall, indemnify the Employer against all claims which may be made in this respect.

3.16 Site Clearance

The Contractor shall not allow his rubbish to accumulate on site and shall keep the site clean and tidy at all times. On completion of the Contract he shall remove from site all his materials, plant, etc.

3.17 Fire Precautions

The Contractor shall take all reasonable precautions to prevent the outbreak of fire, particularly in work involving the use of naked flame.

He shall impress on his staff the dangers involved in the careless disposal of matches, cigarette ends, and in the accumulation of rubbish on site. Fire extinguishers shall be kept on site and all staff shall be instructed as to their whereabouts and use.

The Contractor shall ensure that safe methods of working are followed when using any equipment, liquids or gases or other articles which may involve a danger to persons or property and shall take all reasonable and necessary precautions against danger or damage by fire or explosion where the execution of his work may involve the presence of flames or sparks.

All flammable or vaporising liquids shall be used and stored in accordance with the appropriate regulations. When equipment or vessels which may contain flammable materials, liquids, etc., are not in use they shall be removed to a place of safe storage.

Where welding is carried out in proximity to flammable building materials, the Contractor shall take all necessary precautions to protect the building fabric from risk of fire.

3.18 Unloading

Unloading, handling, transporting on site and hoisting of the Contractor's Materials and plant shall be the responsibility of the Contractor and shall be deemed to be included in his Tender.

3.19 Site Meetings

When so requested by the Employers Representative, the Contractor shall attend site meetings which shall be held at regular intervals. He shall also attend the Employers Representative on site when so requested.

The Contractor shall submit, at each site meeting a report detailing progress of the works (% complete of each element of the work), current and projected labour force, delays and reasons for same and concerns, if any, relating to future progress of the works, all in a format acceptable to the Employers Representative .

3.20 Samples

1. The Contractor shall submit to the Employers Representative, for approval such samples of workmanship, materials and/or equipment which he proposes to use in the execution of the works, as the Employers Representative shall direct.
2. Where in the opinion of the Employers Representative the samples submitted are not of an acceptable standard or are unsuitable for use in the proposed circumstances, he shall have the right to instruct the Contractor to obtain an alternative material or equipment from such source as the Employers Representative shall decide.
3. All expenditure in connection with samples submitted for approval shall be borne by the Contractor.
4. Samples approved by the Employers Representative may with his permission be embodied in the works.

4 SECTION FOUR – TRAFFIC MANAGEMENT

4.1 Signage and Control Devices

The Guidelines as specified in the Department of Transport Traffic Signs Manual, Chapter 8 shall be used for signage and traffic management.

Where the Works are on or adjacent to the public access road, the Contractor shall first view the works and plan his work sequence and his proposed pedestrian/traffic routes accordingly to the approval of the Engineer. The Contractor shall provide for all necessary signage and control devices to protect both pedestrians and traffic.

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