

Volume A: General Conditions & Preliminary Items

Conservation Repairs to The National Sculpture Factory

Albert Road, Cork for
Cork City Council



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Cork City Council

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GENERAL CONDITIONS AND PRELIMINARY ITEMS

CONSERVATION REPAIRS TO THE NATIONAL SCULPTURE FACTORY
ALBERT ROAD, CORK FOR CORK CITY COUNCIL

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PROJECT DETAILS			
A	Name Conservation Repairs to the National Sculpture Factory, Albert Road, Cork T12 KX00		
B	Nature of Project Conservation repair works consisting of brick repointing and repairs to facades, works to barges and copings, repairs, renewals and decoration to rainwater goods, repairs, renewals and redecoration or full replacement of historic timber windows together with minor elements of internal plastering all employing best conservation practice on a live fully occupied site/building in a built up city centre location adjacent to busy thoroughfares as indicated on the Architect's Drawings, Specifications and other documents which make up the Works Requirements.		
B	Location of Site The Site is located at The National Sculpture Factory, Albert Road, Cork T12 KX00 as indicated on Architect's Drawing No. 26.043-AR-003.		
C	Description of Works The Works comprise the conservation repair of the existing brick faced solid masonry building comprising brick repointing and repair works to facades, works to barges and copings including leadwork and plastering, repairs, renewals and redecoration to rainwater goods, repairs, renewals and redecoration or full replacement and decoration as required of historic timber windows together with minor elements of internal plastering all employing best conservation practice on a live fully occupied site/building in a built up city centre location adjacent to busy thoroughfares as indicated on the Architect's Drawings, Specifications and other documents which make up the Works Requirements.		
D	Pricing of Preliminary Items The items listed in this separate Preliminaries Document are deemed to be followed by the word "Item" in the quantity column. In pricing these Preliminaries the Contractor must price each "Item" individually as appropriate and show same in the outer cash column in reaching the total cost of this Pricing Document.		
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A	Architect to be read as ER Where the term "Architect" appears in this document it shall be read to mean Employers Representative (ER).		
B	PARTIES AND CONSULTANTS Employer: Cork City Council ER & Architect: JCA Architects Courthouse Chambers 25-27 Washington Street Cork Quantity Surveyor: Mcor Cost Consultants Core House Link Road Ballincollig Cork. DESCRIPTION OF SITE		
C	Boundaries The boundaries of the sites are as indicated on Architect's Drawing No. 26.043-AR-003.		
D	Access Access to the site to execute the Works internally will be from the rear Service Yard entrance to the South/West which is in turn accessed directly from the busy thoroughfare at Albert Street whilst access to the works externally will be in the public domain along the North and West elevations over the public footpaths in the busy Albert Road and Albert Street public roadways. Works to the South elevation will be carried out in the service yard at this gable all as indicated on Architect's Site of Possession Drawing No. 26.043-AR-003. Please note that the works internally in the temporary site of possession areas in the zones outlined by broken blue line on the Site of Possession Drawing are to be carried out at times by agreement in advance with the ER. The Contractor should take account of the foregoing and of all notes on the Site of Possession Drawing particularly in relation to protection measures for existing art installations and equipment and to include for the cost of same here or elsewhere in the tender. It should be noted that the Contractor shall keep the Main Public		
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	Roadways, footpaths and all adjoining commercial premises and private roads, footpaths, car parks, dwellings, buildings and open spaces clean and free of obstruction at all times during the course of the works and is to make good any damage caused by construction work and traffic at their own expense. All warning signs necessary for the protection of the Sculpture Factory, artists, students, visitors, staff and management and the public at large and their vehicles shall be provided.		
A	Sculpture Factory, Commercial Premises, Residential Areas and Adjoining Lands in Occupation and Use The Sculpture Factory will be in continuous occupation and use at all times during the execution of the works together with the existing surrounding commercial premises, residential dwellings and all adjoining roads, car parks, buildings and open spaces and the Contractor will be required to take extreme care on the site and access thereto in the interests of the safety of the artists, students, visitors, staff and management and the public at large and their vehicles. No interference with the normal operation of the Sculpture Factory, Main Public Roadways and all adjoining roads, car parks, dwellings, buildings and open spaces will be permitted and construction and traffic noise must be kept to the lowest possible level. Parking for the contractor's staff and his specialist contractors will not be allowed within the site itself and no other unauthorised parking on the Main Public roadways and adjoining lands and open spaces will be allowed. Before the commencement of the works the Contractor is to provide the ER with a Parking Plan for his approval showing how they intend to comply with this specific requirement. The Contractor shall include here or elsewhere in the tender for any costs he considers may arise from the continued operation and usage of the Sculpture Factory and all Main Public Roadways and all adjoining roads, car parks, dwellings, buildings and open spaces and no subsequent claims in this regard will be entertained.		
B	Conservation Best Practice - General Method Statement The works are intended to follow conservation best practice; - To maintain the character, setting and material quality of the building. - To repair and retain all historic fabric of importance. - To protect the buildings character as a living building by maintaining a use compatible with the building. - To preserve the constructional efficiency of the building. More structures and details may be preserved and retained using historic techniques combined with simple, modern, informed repair, allowing a building to breathe and perform as intended.		
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B	e. To spend wisely in terms of investment. Less money may be spent on minimal adaptation of the structure to new use which adds to the buildings economic value by not diminishing its historic value. f. To adapt the building with minimum intervention and a maximum of conservation over restoration, under the guidance of the ICOMOS Venice Charter. g. A principle of minimum intervention should be followed with regard to the existing building fabric. The emphasis will be on the repair of existing fabric rather than replacement. h. Every effort should be made to match existing building technologies. This should extend to the use of traditional, breathable materials such as lime mortars and renders, which will contribute to the long-term preservation of the remaining structure. i. Where original finishes have been lost to the building and now modern finishes exist it may be allowed to make new interventions and finishes in a contemporary style. j. New insertions should take on a distinct character from the existing fabric and bear a contemporary identity while respecting the existing fabric. k. The insertion of services will follow existing lines and voids to avoid the unnecessary drilling of existing fabric ie. heating, insulation, electricity etc. l. The original plan form will be followed as far as possible. Any Interpretive exhibition / intervention will be read as modern interventions within the existing building spaces. m. All work will be undertaken under the supervision of a conservation architect. All works to the building will be documented as they proceed. Periodic recording of the work as it progresses will be undertaken as part n. of the conservation exercise, with this report updated and the final chapter produced on completion of works. o. The use of salvaged materials during restoration should be carefully documented. p. The scope of work outlined is a current assessment of work based on an q. inspection of the building without any opening up. Any discoveries involving the building fabric made during clearing and preliminary work, which have not hitherto been noted, should be examined first by the supervising architect before an on-site decision is made. r. When dealing with sensitive interiors and settings a very detailed record of internal areas and the location of all fittings and finishes will be prepared prior to any work commencing. This is in order to ensure the retention of the special character of these spaces The Contractor is to include here any cost implications which they consider may arise over and above those Items scheduled in this Element or as		
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	measured generally in the Pricing Documents as a result of the foregoing.		
A	Limitation on Working Hours Contractors will be required to carry out the works within normal hours from 8.00am to 18.00pm Monday to Friday and 8.00am to 14.00pm Saturdays, working outside of these hours will only be allowed by ER's written consent.		
B	Covid 19 – Mandatory Closure – Clause 14 The covid-19 clause entitles the contractor to an extension of time in the event of a covid-19 mandatory closure. (The contractor bears the full cost of the first 7 days of the covid-19 mandatory closure or, where there is more than one covid-19 mandatory closures. After the first 7 days have elapsed, subject to meeting any conditions precedent, the Covid-19 closure provides an entitlement to the contractor to the payment of site closure costs. Site closure costs are defined in, and calculated in accordance with, the site closure costs supplement (MF 1.31) (the Supplement)) Prior to appointment, the successful tenderer shall submit on request a Breakdown of M.F 1.31 Schedule 1: Permissible Items. Failure to provide breakdown of all Schedule1: Permissible items may result in elimination from the competition.		
C	Contractor's requirements in respect of Covid-19 The Contractor is to fully consider the effects of the Covid-19 pandemic and its effect on their operation of the project, the contractor is to take into consideration the implications of the return to work safety protocol published on the 9th May 2020 by the Department of Business, Enterprise and Innovation and the Department of Health in consultation with the labour Employer Economic Forum and the Guidance on Protocol Measures in Live and Future Tenders issued by the OGP dated 23rd July 2020. Tenders submitted must include for the following: - augmenting site infrastructure and welfare facilities, including but not limited to toilets: canteens: isolation spaces; access, egress and circulation routes that meet the standards set out in the Protocol. - cleaning to the standard required in the Protocol - Covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol - Covid-19 PPE where necessary to meet the requirements of the Protocol		
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- social distancing and all necessary programming of on-site activities to meet the requirements of the Protocol
- provision of sufficient information technology to facilitate remote meetings, site inspections and the like necessary to minimise risk to all stakeholders
- the specific risks associated with the Covid-19 pandemic contained in the Preliminary Safety and Health Plan prepared by the PSDP and issued as additional information to the tendering contractors.
- provision of sufficient and adequate on-site facilities, adequate management and supervision to ensure safe working, full induction and training for all personnel, including sub-contractor's, suppliers and visitors to the site to minimise risk to all stakeholders
- Contractor's Safety Statement, risk assessments and method statements to comply with all Covid-19 requirements.
- the Contract Sum will be deemed to include for the implementation of all measures – including hygiene, access management, material 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 Representative, Employer's Personnel and third parties visiting the site.
- should there be a reason to impose greater restrictions on movements to combat any significant increases in the spread of the virus to the extent that construction activities cease in the manner imposed between 28th March 2020 and 18th May 2020, the Contractor is entitled to an extension of time in accordance with the Contract, but no financial recompense (the ex-gratia payment that was introduced to cover the period from 12 April 2020 to 18 May 2020 will not be made available again)
- where the project involved an extension and/or alterations to an existing Live occupied building, additional precautions will be required in relation to Covid-19 to ensure the safety of existing live building personnel (e.g. if access is shared between the existing live building's personnel and Contractor's personnel, if contractor's personnel are required to enter the building area, either internally or externally for particular tasks or if Contractor's personnel have to undertake works in the live building after their normal working hours). Such precautions would involve, at a minimum maintaining social distancing between Contractor's personnel and live buildings personnel, wearing of appropriate PPE and sanitising any work areas in the live building on a daily basis in preparation for live buildings activities on the following morning.

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- costs associated with compliance with the Government Guidelines, Health (Preservation and protection and other Emergency measures in the Public Interest) Act 2020 and to the Health Act 1947 (Section 31A- Temporary Restriction) (Covid-19) Regulations 2020), HSE Guidelines and CIF Standard Operating procedures in relation to Covid 19, the Contractor should include herein for all costs associated with the introduction of all necessary operating procedures and control measures to allow for the safe operation of the works and to follow best practice relative to the site to ensure safety of all personnel on site and visiting the site, including but not limited to restrictions due to social distancing, additional reports on work practices, additional supervision and additional signage.

A **Desired Completion Dates/Phasing/Programme**

The Time for Completion is 184 days (6 Months) as per Clause G of The Schedule Part 1 attached to the Volume B – Form of Tender which is also attached at Appendix A to this document.

The contractor must provide a programme for the Works, incorporating the constraints stated or implied in the contract in the form of a Gant / Bar chart and clearly indicate;

The activities in all work packages and constraints for each stage of works.

- All activities / events shall be numbered and annotated with earliest and latest event dates.
- The critical path must be clearly shown on the programme.
- A schedule of outputs and resources to support the activities must also be included in the submission.
- The earliest and latest start and finish dated for every activity in each work package. Activities shall include all scope activities and any activities or time durations expected in addition to the scope activities.
- Access dated for each phase or section
- The earliest and latest start and finish dates for each phase or section, including date when the contractor plans to complete works to allow for the Employer and others to do their works.
- Milestone and key dates
- Holiday periods
- Dates by which design works or drawings to be produced by the contractor or sub-contractor or supplier will be submitted to the Employers Representative for acceptance and dates by which acceptance of such design works or drawings will be required by the contractor, allowing time for submittals, re-submittals and review.
- Dates by which samples for approval by the Employers Representative and dates by which approval of such samples will

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	be required by the contractor, allowing time for submittals, re-submittals and reviews. - Procurement periods and delivery dated for items of goods, plant, materials, labour, works specialists for specialist areas of work, etc. - Date by which works will be ready for testing by the Employers Representative / Employer - Details and dates of any information required from the Employers Representative / Employer - Commissioning periods, - Provision of float, time risk allowances, quality control procedures, health and safety requirement and any other requirement at set out in the contract. - BCAR – Dates by which works will be ready for inspection (as identified in the inspection plans) - In compliance with Best Conservation Practice for the delivery of Historic Buildings. - Compliance in full with Government Procedures and Legal Requirements in relation to Covid 19 and all other Virus Pandemic Events including the Government "Return to Work Safety Protocol" and the Construction Industry Federation "Construction Sector C-19 Pandemic, Standard Operating Procedures" and all of their updates.		
A	Position of the Works The position of the works is indicated on Architect's Drawing No. 26.043-AR-003.		
B	Ground Conditions Ground conditions – see "Information Pack" issued to all Tenderers or as provided by the Architect.		
C	Services on, under or over the site The location of all existing site services can be determined by the examination of existing plans and checking on site. The Contractor shall do everything necessary to avoid damage to any services and structures below, on or above the ground which are manifestly put at risk by the execution of the works. The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact the Irish Water, the Electricity Supply		
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	Board, Bord Gais, Telecom Eireann, and the Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and watermains in advance of any excavation or opening up work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged. The contingency plan must be approved in advance by the Architect and will include the names and contact numbers to effect an immediate response to restore and maintain services. The Contractor will advise the relevant bodies in advance of commencing excavation or opening up work of the dates on which such service may be at risk. Where deemed necessary the Architect and/or relevant authority representative or emergency crew as appropriate must be in attendance where any particular service is at risk.		
A	Statutory works affecting the site Details of any statutory works affecting the site may be had from the Architect.		
B	Adjacent and abutting buildings Carry out site visit and see Architect's Drawings to determine proximity of adjacent rooms/corridors/buildings.		
C	Arrangements for visiting the site Arrangements for visiting the site can be made with: Mr Ronan O'Caoimh at (021) 431 4353 or on mobile at (087) 975 2461 or on Email ronan@nationalsculpturefactory.com		
D	Planning Conditions In so far as they affect the Contractors, performance or imply a duty of care in executing this project the Contractor is to include for compliance in full with the Planning Conditions for this project. Information on Planning Requirements may be had from the Architect prior to lodgement of the tender.		
E	Construction Site/Site of Possession The "Site of Possession" is indicated on Architect's Drawing No. 26.043-AR-003. The Contractor will be responsible for maintaining all services to the Site		
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and all adjoining Main Public Roadways and all adjoining roads, carparks, dwellings, buildings and open spaces throughout the overall construction programme and no interference with the normal running of these facilities will be entertained. The Contractor is to include here or elsewhere in his tender for all necessary temporary construction signage, temporary/solid security Hoardings, fencing, gates, screens, etc, for each Phase of the works, to the perimeter and to sub-divide the site including the works in areas outside the curtilage of the site for the period of the contract, including the adjustment of same as required to suit the works all as indicated on the drawings, to protect the Sculpture Factory artists, students, staff, management, visitors and the public at large and their vehicles and to prevent trespass by the public, for removing same on completion and permanent reinstatement of all finishes, surfacing etc.to the satisfaction of the Architect.

Please note that where required, all site hoardings are to be erected and painted including all signage, logos etc. as per Cork City Council Site Hoarding Requirements and to be designed as Temporary Works by the Contractor in accordance with Health and Safety Requirements. Include here or elsewhere in the tender for the cost implications of all of the foregoing.

A **Method Statement – Main Contract Works**

Given the nature of the Works which will be carried in a live occupied working/teaching premises served by public thoroughfares, the sequencing of the works will need careful consideration to comply with Health and Safety Requirements, Cork City Council Requirements, Garda Síochána Requirements etc. The successful contractor will be required to prepare a full and detailed Construction Method Statement clearly outlining his approach to the project incorporating a Detailed Programme and Traffic Management Plan (which will be his responsibility for the period of the Contract). This Construction Method Statement must be in strict accordance with the Drawings, Specification and Works Requirements. Allow here for the full cost of complying with this specific requirement.

B **Works Proposals**

Tenderers will be required to submit the following information, when requested at tender evaluation stage;

Tenderers programme of the works, showing each Phase separately and collectively the programme shall be updated quarterly and or when requested by the Employers Representative.

Cash Flow Schedule: Submit a Cash Flow Schedule, which is based on the priced bill of quantities, grouped into the same aggregated work items as

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are described in the construction programme Gantt / Bar chart, indicating the monthly and accumulated valuation of the works. The cash flow schedule shall be updated monthly by the contractor.

Proposed Equipment: Details of the proposed equipment (type & quantity of plant, resources, etc., proposed for the works, taking into account the site location.

Environmental Controls: Details of the proposed dust, air, noise, vibration, surface & ground water management to minimize impact and damage to the surrounding areas.

Traffic Management Plan: The contractor shall ascertain and provide for complying with all traffic regulations affecting the execution of the works detailing their procedures and proposed arrangements for ensuring that all footpaths and roadways adjacent to the site or near the site are kept open and free from obstruction and that all works are carried out in a manner causing the least possible disturbance and interference the movement of people and flow of traffic, with specific reference to but not limited to the following areas;

- Providing / maintaining safe access for Public Utility Companies (ESB, Gas Networks Ireland, Eir, Irish Water, etc.,) to access and maintain services.
- Detailed proposals to ensure that all roadways and footpaths are maintained clean and free from the accumulation of dirt / mud / waste from all plant / equipment / site traffic, etc.,
- Details relating to the management of site traffic entering / existing the site, traversing through the site to delivering materials, removal of spoil, etc.
- Parking Arrangements; the contractor's personnel (including sub-contractors) are not permitted to park or use the adjoining public roadway/footpaths. The contractor shall submit details of the arrangements for contractors personal / sub – contractors parking and their transport to and from site / off campus parking arrangements.
- Excavation methodology; intended to be utilized on site, including a detailed description of the sequence of works, ground water and surface water controls proposed to be employed during with works, taking into account the existing ground conditions and location of the works.
- Specific Health & Safety Plan; proposals taking into account the requirements and specifics set down in the Preliminary Health & Safety Plan.
- Schedule of Hours of Operation; the contractor shall prepare and submit a schedule of hours of operation for all work activities and

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shall submit this to and agree in writing with the Employers Representative prior to the commencement of works on site.

- Method Statements & Temporary Works: the contractor shall submit to the Employers Representative (ER) for its acceptance a general description of the arrangements and methods of construction and temporary works designs the contractor proposes to adopt for carrying out the works ("the Method Statement"). The Method Statement should be fully cross-referenced to the activities in the programme.
- The contractor shall submit to the ER sufficient information as may be considered reasonably necessary by the ER to interpret, evaluate and give acceptance of the Method Statement.
- The contractor shall, wherever required by the ER, furnish for its information further and more detailed particulars of the Contractors Method Statement. Should the contractor wish to change a Method Statement or should the ER subsequently consider it necessary to change a Method Statement to which acceptance has previously been given, then the contractor shall submit a revised Method Statement for the ER for its acceptance.
- Acceptance by the ER of the contractor's Method Statement does not make the Method Statement a contract document, the contractor is responsible for the construction of the works in accordance with the condition of contract.
- Waste Management Plan: The contractor shall prepare and submit his Waste Management Plan (WMP), detailing the controls and procedures which will be utilized during construction.
- Pollution Protection Plan: The contractor shall prepare and submit his Pollution Protection Plan (PPP), detailing the controls and procedures which be utilized during construction for the prevention of pollution on site, the PPP shall include for but not be limited to the following, nomination of a site based staff member responsible for pollution prevention during construction, carrying out daily inspections, collation of a daily monitoring log, checking plant / equipment daily for oil / fuel leaks, no refueling will take place on site. The Incident Response Plan detailing the actions to be taken in the event of a spillage or leakage, location of staff facilities / toilets, removal of waste generated on site from these facilities and construction activities, etc.,
- the method statement will need to be agreed with the Employers Representative prior to works commencing on site.
- Covid 19: Management strategy and deliverables for compliance in full with Government Procedures and Legal Requirements in relation to Covid 19 and all other Virus Pandemic Events including the Government "Return to Work Safety Protocol" and the Construction Industry Federation "Construction Sector C-19 Pandemic, Standard Operating Procedures" and all of their updates.

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DRAWINGS AND OTHER DOCUMENTS

A Drawings and Documents from which the Volume C: Pricing Documents are prepared

The Drawings, Specification and Other Documents making up the Volume A: Works Requirements from which the Volume C: Pricing Documents have been prepared are issued to all Contractors for Tendering purposes and **are Scheduled and attached to Appendix A herein.**

B Inspection of Drawings

Other Drawings and Documents referred to may be inspected by Appointment at the offices of the Architect.

C Standard Method of Measurement

The Pricing Documents (Bills of Quantities) has been measured generally in accordance with ARM5 with amendments in accordance with the Department of Finance Guidance Notes for Public Works Contracts: Guidelines on Methods of Measurement.

STANDARD CONDITIONS

D Form of Contract

The Form of Main Contract will be the Public Works Contract for Minor Building and Civil Architecting Works designed by the Employer PW-CF5 v2.10 dated 16th June 2026.

Schedule of Clause Headings

A schedule of clause headings of the Conditions is set out hereunder for pricing:

1. THE CONTRACT

- 1.1. Definitions
- 1.2. Interpretation
- 1.3. Inconsistencies
- 1.4. Pricing Document and Works Proposals
- 1.5. Performance Bond

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1.6. Parent Company Guarantee

1.7. Joint Ventures

1.8. Assignment

1.9 Miscellaneous

1.10 Background Information

2. THE LAW

2.1. Law governing the Contract

2.2. Compliance with Legal Requirements

2.3. Consents

2.4. Project Supervisor

2.5. Safety, Health and Welfare at Work Act 2005 and Safety,
Health and Welfare at Work (Construction) Regulations 2013

2.6. Ethics in Public Office

2.7 Legal Opinion

2.8 Data Protection

3. LOSS, DAMAGE AND INJURY

3.1. Employer's Risks of Loss and Damage to the Works

3.2. Care of the Works

3.3. Insurance of the Works and other Risk Items.

3.4. Contractor's Indemnity

3.5. Employer's Indemnity

3.6. Public Liability and Employer's Liability insurances

3.7. Professional Indemnity Insurance

3.8. Existing Facilities and Use or Occupation by Employer

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3.9. General requirements concerning insurance

3.10 Limitation on Liability

4. MANAGEMENT

4.1. Co-operation

4.2. Contractor's Representative and Supervisor

4.3. Employer's Representative

4.4. Employer's Representative's communications

4.5. Instructions

4.6. Works Proposals

4.7. Required Contractor Submissions

4.8. Value Architecting

4.9. Programme

4.10. Progress Reports

4.11. Notice and time for Employer's obligations

4.12. Documents

4.13. Contractor's Management

4.14. Communications

4.15. Meetings

4.16. Confidentiality and Secrecy

4.17. Contractor's Things Not to be Removed

4.18. Contractor's Documents

5. CONTRACTOR'S PERSONNEL

5.1. Contractor's Personnel to carry out Contractor's Obligations

5.2. Qualifications and Competence

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5.3. Pay and Conditions of Employment

5.4. Subcontractors and Specialists

5.5. Collateral Warranties

5.6. Removal of Workers

5.7. Weekly Labour Records

5.8. Ancillary Certificates

6. PROPERTY

6.1. Ownership of Works Items

6.2. Infringement of Property Rights

6.3. Works Requirements

6.4. Rights in Contractor's Documents

7. THE SITE

7.1. Lands Made Available for the Works

7.2. Trespassers

7.3. Contractor Responsible for all Site Operations

7.4. Services for Employer's Facilities

7.5. Security and Safety of the Site and Nuisance

7.6. Other Contractors

7.7. Setting Out the Works

7.8. Archaeological Objects and Human Remains

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8. QUALITY, TESTING AND DEFECTS

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10.7. Delay Cost

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15.11 Efficiency

Appendices to Clause 15
Appendix 1 Definitions
Appendix 2 Permitted Increases and Permitted Decreases for
Materials and Fuel
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THE SCHEDULE

PART 1 (Completed by the Employer before Tender)

The Schedule Part 1 is attached at Appendix A to this document and is also attached to the Volume B: Form of Tender.

PART 2 (Completed by the Contractor and included with Tender)

The Schedule Part 2 of the Schedule is attached to the Form of Tender and is to be returned with the tender completed in accordance with the Instructions to Tenderers. The Contractor shall include here for all costs arising from the inclusion of Part 2 of this Schedule in the Contract.

CLARIFICATION OF CLAUSES

A

Materials and Workmanship

Where National Standards to which equipment or materials must comply are cited, goods meeting other authoritative standards which ensure an equal or higher quality than the standards mentioned, may also be accepted.

Where reference is made in the Pricing Document to specific brand names, catalogue numbers or type of equipment or a specific manufacturer, offer of alternative equipment, articles or materials which have similar characteristics and provide equal performance and quality to those specified may also be considered. Any substitutions which the Contractor proposes to make in this respect must be approved by the Employer's Representative in writing before incorporation into the work.

Any approval given by the Architects in this respect shall not relieve the Contractor from his responsibility for the performance and quality of his proposed substitutions.

Materials, goods and workmanship are to be of the best quality of their respective kinds and those for which there is an Irish or British Standard or Code of Practice are to comply therewith unless otherwise stated. The Architects shall be the sole judge as to the fulfilment of these requirements.

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A	The Contractor shall provide a copy of any relevant Code of Practice for use by the foreman on site. Preambles and descriptions of materials, goods and workmanship given in any one section or trade are to apply throughout this Pricing Document unless otherwise described. Deleterious, Hazardous or Undesirable Materials The materials listed below shall not be used on the project either in temporary works or incorporated in the permanent works in any shape or form:- (a) High Alumina Cement or Concrete; (b) Calcium Chloride; (c) Calcium Silicate or sandlime bricks or tiles; (d) Asbestos products; (e) Wood Wool; (f) Crocidolite; (g) Sea Dredged Aggregates; (h) Urea Formaldehyde; (i) Materials containing fibres with a diameter of three microns or less and a length of 200 microns or less; (j) Polytetra Fluoroethylene (PTFE) except when used as a non-stick sealing within valves, joining material between pipes or as an isolating tape; (k) Mineral fibres (manmade or naturally occurring) which are not stabilized materials to prevent fire migration; (l) Halon (n) Lead based paint; and (o) Any other material generally considered to be deleterious at the time of use.		
B	Unfixed Materials All materials shall be carefully stacked and kept neatly and tidily in a position to be pointed out to the Contractor. All sheds shall be placed in positions agreed with the Architect.		
C	VALUE ADDED TAX This tender is to be returned Excluding VAT.		
D	INSURANCES The requirements for insurances are set out in the relevant Clause of the Conditions of Contract and as listed in The Schedule. Required Extensions to Insurances:		
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	1. The Contractor to have All Risk Insurance on the Works in the joint names of the Contractor and Cork City Council. 2. The Contractor to have Public/Products/Pollution Liability insurance note that Cork City Council is included as an Additional Insured (in respect of the activities of the Contractor). 3. The Contractor to have Employers Liability insurance with specific indemnity to Cork City Council. 4. The Contractor to have All Risks and Public/Products/Pollution Liability insurance to contain a Non Vitiating Clause. 5. Contractors All Risk, the limit of the insurance shall be for the full reinstatement cost of property insured, including the cost of demolition, removal of debris, delivery, professional Fees, inflation occurring during the construction and reinstatement period. LOCAL AUTHORITIES' FEES AND CHARGES		
A	Consents The Contractor shall include here for all costs in connection with obtaining all Consents other than the Consents that the Works Requirements say that the Employer is to obtain. 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, unless the Works Requirements say otherwise. OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER		
B	Visit Site Tenderers are advised to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working. They shall be taken to have made themselves acquainted with the nature of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the works. They must take all the above matters into account when tendering and no claims for extras will be allowed in consequence of their failure to do this.		
C	Restrictions on access to site Access to the site is described above and in the "Site Access" clause. Disciplinary action may be taken against any person found entering or leaving (or attempting to enter or leave) the site other than by the		
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A	designated gates or entrances. If the Contractor uses a gate or gates to gain access or egress from the site, the Contractor shall be responsible for securing such gate or gates at all times throughout the Contract period. The Contractor shall ensure that no damage is caused to the existing buildings or services due to the delivery of materials, the execution of the works or the removal of rubbish. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause. Safety of Site Operation The Contractor will liaise with the Employer's Fire Safety Officer(s) and obtain the requisite permits noted elsewhere required for working in, adjacent to or interfering with the Employer's existing use of the building. The Contractor shall include here for all costs in complying with the requirement the requirement for a "Project Supervisor" per the Conditions of Contract. The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all Health, Welfare and Safety Standards and Regulations whatsoever arising in connection with the works and as between the Employer and the Contractor. The Contractor shall be responsible for the health and safety of all persons employed on the site, whether under his direct control or not. The Contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor, when developing and updating the preliminary safety plan should identify any problem areas, i.e. with the time period, aspects of the design which might cause particular safety problems, hazardous materials specified in the Pricing Document etc. shall notify the Architects in writing of said problems. The Architects shall issue necessary instruction. The Contractor shall bear all costs arising out of his failure to give notice of foreseeable matters in this regard. The Contractor shall include as a minimum for the following list of activities which is not exhaustive: - provision of Safety Officers and all safety supervisors, first aiders, inspectors and certifiers required. - provision of tests and certificates on plant and equipment. - provision of safety signs and signals. - provision of Personal Protective Clothing and Personal Protective Equipment - provision and maintenance of Emergency routes and exits				
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	and designated personnel responsible for emergency procedures. - provision of energy distribution installations in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations. - provision of temporary fire detection and fire fighting systems. - provision and maintenance of appropriate working conditions and work stations. - provision and maintenance of on-site traffic routes. - provision of first aid equipment and first aid room as appropriate for the duration of the construction works and ensure that they are fully fitted out at all times - provision of on-site training, induction courses and tool box talks. - complying with SafePass Regulations. - establishing and maintenance of a permitting system for all hazardous activities The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Design Process to enable the preparation and completion of the Safety File.		
A	Sectoral Employment Order (Construction Sector) 2017- Statutory Instrument Nr. 4555/2017 On the 19th October 2017, the Minister of State at the Department of Business, Enterprise and Innovation, Mr. Pat Breen, signed into law the Sectoral Employment Order (Construction Section) 2017 – Statutory Instrument Nr. 455/2017. The Order took immediate effect from the 19th October 2017. No transitional arrangements are in place. The Order outlines definitions for the sector and categorises workers. It sets out new basic hourly rates of pay, provides for unsocial hours payments and sets terms for pension and sick pay schemes. Although not specifically covered by the Order, it is also expected that a further recommendation may be provided with		
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regard to travel time. The Order also outlines a Dispute Resolutions Procedure.

Minister Breen also accepted the Labour Court's recommendation for a Sectoral Employment Order for the mechanical sector on the 30th of January 2018. The Draft Order must be approved by both Houses of the Oireachtas before it may be signed into law by the Minister. Where an employer is unable to pay the rates outlined in the Order due to financial difficulties, the Labour Court is allowed (under the terms of the Industrial Relations (Amendment Act 2015)) to exempt that employer from the obligation to pay the rates outlined in the Order for a limited period of time.

Representatives of the QS Working Group are in discussions with the Office of Government Procurement and we have been advised that changes affecting labour costs, as a consequence of the Sectoral Employment Order, may not be payable/admissible under such contracts. The SCSi has sought more clarity how current projects could be managed in relation to the changes.

The Contractor is to include here for the full cost of compliance with the foregoing.

A **Social Benefit Requirement**

The Contractor, during the construction stage, will ensure that a minimum of 10% of the aggregate number of person weeks, i.e. the amount of work done by an individual work based on a 39 hour working week, is to be carried out by contractors personnel who are registered on a national unemployment register within the EU for a continuous period of at least 12 months immediately prior to their employment specifically for the purposes of this Contract ("Relevant Workers"). Personnel who commence employment more than four weeks prior to the issue of the Letter of Acceptance shall not be considered a Relevant Worker.

The Contractor are to use all reasonable endeavours to ensure that these objectives are met.

The Employer undertakes to assist the Contractor and any Specialists/Sub-contractors to provide employment opportunities by providing details of agencies that can assist in the recruitment of suitable employees. Any action taken by the Employer, or its agents, does not imply, and must not be deemed to imply any promise to provide suitable labour/agencies, and does not imply

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	and must not be deemed to imply that any individuals or agencies referred to the Contractors are suitable for engagement. The Contractor will be required to provide regular monitoring information to the Employers Representative, which is to be provided every 3 months for the duration of the construction stage. The primary function of the monitoring information will be to enable the Employer to measure and produce reports on the Contractors performance against the social benefit performance measures. The format of the monitoring reports will be agreed between the Employer and the Contractor. To comply with the Data Protection Act, all monitoring and training documents must include a statement authorising the Contractor to disclose personal data to the Employers Representative/Employer for the purposes of monitoring performance and reporting on the implementation/outcome of the inclusion of Social Benefit requirements.		
A	Overhead Lines The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines. Whenever possible they shall either be redirected away from the area of the site or else the current shall be cut off. If this is not possible, there shall be barriers or notices as appropriate to ensure that vehicles and installations are kept away. 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 metres of the overhead line.		
B	Refurbishment/Alterations Work – Asbestos Products Where the tender documents do not provide for the presence of asbestos and the Contractor encounters any material suspected of containing it work shall be immediately suspended in its vicinity and no other work shall be carried out which might expose either the Contractor's personnel or third parties to contact with the suspect material or of releasing it into the environment. The Architects shall be informed immediately and his instructions awaited. If any of the material has been disturbed, the area shall be sealed off and the advice of the Health and Safety Authority obtained on the treatment required for personnel who may have been in contact with it. Details of asbestos containing material within the existing building are included in the Architects documents and shall be removed by a Specialist Firm. Work on asbestos containing materials shall be carried out in accordance with the appropriate legislation and regulations and with the instructions of the Health and Safety Authority.		
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A	Testing for Radon It is intended that a Radon Protection System is installed on this project in accordance with Building Regulations and it is to be measured in the appropriate section of the Pricing Document. The Contractor shall include here for the cost of testing to ensure that the level of indoor radon activity falls within the parameters specified by the Radiological Protection Institute of Ireland. Note that this testing will require a visit to site approximately three months after the building has been occupied to collect the radon gas detectors and deliver them to the specified testing laboratory. Depending on the results a subsequent visit may be necessary to activate the radon protection installation.		
B	Site Supervision The Contractor shall ensure that there are at all times on the site sufficient suitably qualified and experienced staff to supervise all work carried out by the Contractor and to advise and assist the employer in taking possession of the works.		
C	'Construction Skills Certificate Schemes' The Contractor shall provide for the operation of the requirements of the 'Construction Skills Certificate Schemes'.		
D	Services Co-Ordinator (Not Required) The Contractor shall manage the co-ordination of all building services insulations with each other and with the building fabric and finishes and shall engage an Architect to complete this task. The Contractor's co-ordinator shall be a person of proven experience and knowledge in comparable Architecting systems. The Contractor through the duties of his co-ordinator shall be responsible for the following:- The Contractor shall ensure the timely and adequate provision by the specialist Architecting Services contractor, all other specialist contractors and domestic contractors of general arrangements and working drawings, samples, patterns and mock-ups, and setting out data. Thereafter, the		
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Contractor's Co-Ordinator shall co-ordinate the setting out data to ensure the satisfactory placing and integration of all Architecting systems.

The interpretation and co-ordination of the fully co-ordinated drawings provide by the Specialist contractors and the Architecting services contractor drawings.

The day to day co-ordination of the site setting out and the sequence of operations of the Specialist Architecting Services contractors and other specialist contractors to comply with the design requirements of the contract drawings.

The resolution of points of queries raised by Specialist Architecting Services contractors and other specialist contractors or the obtaining of further instruction from the Architect or Clerk of Works where the point of query necessitates such reference being made.

Being present at all meetings attended by the Architect, the Architect or any other representative of the Employer, to report on Architecting Systems work and progress.

Ensuring that Architecting Systems are not damaged from premature installation and thereafter ensuring the adequacy of measures to protect the works.

The co-ordination of inspection and testing of Architecting Systems with Builders work to avoid damage to systems and to ensure that the tests are not abortive. The provision of a fully detailed programme in order that representatives of the Employer and the Consulting Architect, can arrange to witness tests as appropriate.

The co-ordination of the commissioning and handover of the Architecting Systems and production of a commissioning programme such that commissioning is carried out in the proper sequence and that representatives of the Employer, and the Architects can witness such tests and handover.

Ensuring that "As Installed" and Maintenance drawings, instruction manuals and test certificates are properly and punctually prepared and submitted by the Specialist Architecting Services Contractors and other specialist contractors prior to handover.

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A	The Contractor shall provide a lead role only in respect to services co-ordination. The Contractor shall produce co-ordinated drawings in conjunction with his Specialist contractors and all other service contractors to fully co-ordinate the services with the structure and finishes. Site Records Provide for the provision and keeping of all statutory records. Provide for maintaining a full set of site records of all labour, materials and plant used on the works to the approval of the Architects and a Record of Visitors to site and a daily weather record, recording minimum and maximum temperature and rainfall. B Quality Procedure The Contractor shall establish and implement quality assurance procedures as required by the Works Requirements, including procedures for establishing quality assurance systems for itself and subcontractors. The Employer's Representative may monitor, spot check and audit the Contractor's quality assurance procedures. If the Contractor / sub-contractor / Specialist operates an approved quality system a quality plan for the project must be submitted to the Architects. If no quality system is in operation the Contractor / sub-contractor / Specialist must comply with the following minimum requirements:- 1) Establish and implement quality assurance procedures as required by the Works Requirements. b) The quality assurance procedures shall be reflected in appropriate quality plans. c) Identify the personnel responsible for the project management, site management, safety, and for inspection and testing of the works and for the verification of such tests. d) Ensure that an adequate document control procedure is in place for the project which will ensure that :- A drawing register is maintained to record details of all drawings received relating to the project including revision status and		
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	circulation record. ii) All documents are date stamped and identified with the project. iii) Superseded drawings are marked "Superseded" and removed from use iv) All documentation is safely filed and easily retrievable. e) Have clear purchasing procedures which will document individual orders for all materials to be incorporated in the project. Such documentation or purchase order should incorporate the project number and date of order, the supplier's name, address and telephone number, description of materials ordered including requirements to conform to international standards and / or references to drawings or specifications. The date for delivery should also be clearly stated on the purchase order. f) All deliveries to site must be checked by a designated person and materials not meeting specifications to be identified, segregated where practical and details of non-confirming product and the remedial action to be taken and recorded. g) Provide evidence to the Architects if required of specialised training of site personnel. h) Provide a schedule of inspections and tests to the Architects which will list the relevant tests, the persons responsible for carrying out the tests and the personnel responsible for verifying that the tests have been carried out. 1) The Contractor shall give to the Architects copies of all reports prepared in accordance with the Contractor's quality assurance procedures.		
A	Freedom of Information The Client proposes that the following information relating to this tender competition will be made available on request under the Freedom of Information Act 1997: (a) The name of the Contractor who is awarded the contract and the total amount of the tender. (1) To the unsuccessful tenderers, the reason why their tender was rejected. You are asked to consider if any of the information supplied by you in this		
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tender should not be disclosed because of its sensitivity, (other than that referred to at (i) above). If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The Client will consult with you about sensitive information before making a decision on any Freedom of Information request received. Please make a statement to the effect that information not identified as sensitive (in accordance with the foregoing) may be released in response to a request under the Freedom of Information Act.

A **Schedule of Dilapidations**

On taking possession parts of the relevant existing building the Contractor will be required to produce immediately and submit to the Architects a photographic record and a detailed schedule of dilapidations internally and externally on the existing building. The agreed schedule will be held as a record on the condition of the existing building when possession was granted.

B **Restrictions on use of the site**

The Contractor shall confine his activities to the work included in the Contract and shall not allow his men to trespass onto other parts of the site or onto adjacent lands unless in direct execution of work included in this Contract. In the event of any claims arising due to failure to comply with this Clause, the Contractor shall be held entirely responsible and shall pay any cost in connection therewith.

The Contractor's staff will not be permitted to use the existing dwelling, toilet or other facilities.

C **Damage to Adjoining Property**

The Contractor will be held responsible for any damage to adjoining property and any other properties adjacent to the site, which may be caused by the execution of the works and he is to provide any necessary protection for this purpose and remove same when no longer required and make good any damage at his own expense. He is to indemnify the employer in respect of any claim for disturbance or damage arising out of the foregoing.

D **Limitations on working space**

Storage space for materials shall be confined to areas immediately adjacent, as far as practicable, to where they will ultimately be used. No materials, site huts, etc. shall be placed in a position which is likely to interfere with the progress of the works.

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A	Limitations on working hours/Limitations on Site Access See previous Clauses		
B	Use of materials found on site Materials found by the Contractor on or adjacent to the site are not to be incorporated in the works without the prior written approval of the Architects.		
C	Disposal of materials found on site Materials found on site shall be disposed of in accordance with the instruction of the Architects.		
D	Waste Management The Contractor is required to comply with all waste management statutory requirements.		
E	Hoardings The Contractor is required to provide such hoardings or other methods of protection as are necessary. Such hoardings shall be painted on the public side as necessary and maintained in a safe and proper manner. See Previous Access, Site of Possession and Phasing Clauses.		
F	Fences See Previous Access, Site of Possession and Phasing Clauses.		
G	Screens Provide and maintain all necessary dustproof and weatherproof screens where new buildings adjoin the existing buildings as required throughout the duration of the Contract.		
H	Provide and maintain all temporary screens and construct in accordance with the Architects details/specification. The temporary screens shall be located where indicated, removed and re-erected as required.		
I	Acoustic Screens Provide and maintain all acoustic screens and construct in accordance with the Architects details/specification.		
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A	Temporary roofs The Contractor is obliged to provide whatever temporary weathering is necessary to protect and keep watertight the existing buildings where additions or alterations are being carried out.		
B	Temporary Name boards Provide for the design, erection and certification complete of a durable, weather resistant name board on a painted steel frame in concrete foundations (all designed for exposed sites) in a prominent position setting out all details of the Project, a large scale graphic, the Name of the Employer, The names of the Funding Bodies, Design Team and Contractors details strictly in accordance with the Architects Requirements.		
C	Advertising rights No signage other than that approved by the Architect shall be erected on the site.		
D	Maintenance and protection of existing services The Contractor shall do everything necessary to avoid damage to any services and structures on, under or above the ground which are manifestly put at risk by the execution of the works. Protect, uphold and maintain all overground and underground services of statutory authorities, utility providers or private owners and all pipes, ducts, walls, underground or overhead cables, etc. encountered during the execution of the works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection there with to the satisfaction of the Employer, Architect, Architect, Statutory Authorities, Service Providers or Private Owners. The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact Irish Water, the Electricity Supply Board, Bord Gais, Telecom Eireann, Cable TC Providers and the Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and watermains in advance of any excavation or opening up work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged. The contingency plan must be approved in advance by the Architects and will include the names and contact numbers to effect an immediate		
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	responses to restore and maintain services. The Contractor will advise the relevant bodies in advance of commencing excavation or opening up work of the dates on which such services may be risk. Where deemed necessary the Services Architect or relevant authority a representative or emergency crew as appropriate will be in attendance where any particular service is at risk.		
A	Order of execution and completion of the Works The Contractor will be required to agree with the Architects dates for the starting and completion of any work within the gardens of adjoining buildings including demolitions and alterations, paths, pavings, works to sheds, reinstatements etc. within the overall building programme.		
B	Maintenance of temperature and humidity levels Provide for all necessary equipment, fuel and attendance for controlling and maintaining the specific temperature and humidity of the works as and when required.		
C	Use of permanent heating installation The contractor will not be allowed use of the existing heating system for drying out purposes.		
D	Temporary accommodation and facilities for Employer The Contractor to have available for Site Meetings suitable temporary accommodation with adequate table area, chairs, heating, lighting and attendance as necessary suitable for up to 30 people.		
E	Office for Resident Architect/Clerk of Works Not required.		
F	Telephone and fax for use of the Employer The Contractor shall include for the cost of all calls made on behalf of the Employer.		
G	Parking facilities for Employer and Design Team No required.		
H	Employment of Labour None but fully qualified and competent tradesmen together with their		
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A	necessary labourers or helpers shall be employed by the Contractor on the Works and the whole of the same shall be carried out and completed in the best and most substantial manner. Local Labour 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. B Industrial Relations The Contractor shall be responsible for ensuring a good industrial relations climate on site. He shall not hire any labour directly at the site. In the event of a dispute arising, the Contractor shall take all precautions to avoid a strike situation and in the event of a strike taking place shall ensure that the employers premises are not picketed. C Rights of Search The issue of a Site Pass, I.D. Badge, "Gate Pass" or vehicle pass is conditional upon acceptance by the Contractor, his employees, sub-contractors, Specialists, vendors and visitors of the Employer's, right to search in the course of security checks both vehicles and persons. D Rights to refuse admission The Employer and Architect reserves the right to refuse admittance to the site or evict therefore any person found to be under the influence of intoxicating liquor or drugs. No intoxicating liquor or drugs shall be brought onto the site or accepted from any person on site. E Use of radio by Contractor The Contractor may with the prior approval of the Architect, use a proper licensed radio for communications on or off the site. He must pay all charges and expenses in connection therewith. F Car parking by Contractor's employees Refer to Architects Drawings and Site of Possession Clause.		
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A B C	Setting out the Works All instrument work in setting out to be done by personnel experienced and practised in this work. If these are not members of the Main Contractor's own staff, they must be members of a properly established surveying firm, with the necessary qualifications to carry out the whole of the work in an expert manner. The Contractor will be wholly responsible to the Employer for any errors in the work, and meet all costs arising therefrom. The Main Contractor will be held fully responsible for checking all sub-contractors and Specialists setting out and satisfying himself as to its correctness. The Tender is deemed to include any costs arising from the Main Contractor's failure to comply with the foregoing as no claim for extra payment or extension of time to the Contract period will be admissible. Protection of work The Contractor is to case up and protect the work done by other tradesmen and be responsible for and make good or pay for the making good of any work which may suffer from want of such casing and protection. Cover up and protect from all injury all cladding and roofing systems. Case up all joinery mouldings. Submission of Samples If requested by the Architect, samples of all materials proposed to be used for the works shall be submitted to him, together with the name and address of the supplier and such information, instructions and directions as the supplier has issued. Samples shall then be subject to the Architects approval prior to the delivery of the materials to the site. All materials delivered to and used upon the works must be at least equal in quality to the same, and the Contractor shall ensure that he complies with all manufacturer's instructions and recommendation. Any materials condemned by the Architects as unfit for use in the works shall be immediately removed from the site at the Contractor's expense. The Contractor shall include here for supplying and erecting the samples requested in the Works Requirements. Such samples shall not form part of the permanent works. All materials and prefabricated items shall be manufactured and tested in		
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accordance with the specified requirements. When evidence of conformance depends solely on inspections and tests performed by a sub-contractor, Specialist, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.

No materials or prefabricated items shall be used in the works until it has been verified that they comply with the specified requirements.

Where appropriate, all materials and prefabricated items delivered to the site shall bear the Manufacturer's name, brand name, or any other data that may be required to verify the exact nature of the material or item and relate it to the specified requirements.

Where applicable, materials and prefabricated items shall be obtained from Suppliers and Manufacturers who have been assessed by an independent certification authority accredited by the National Accreditation Council for Certification Bodies.

Transportation, handling and storage of materials and prefabricated items shall be controlled to prevent mis-use, damage or deterioration.

The Contractor shall operate quarantine procedures for the identification and isolation of materials and prefabricated items that do not comply with the specified requirements.

Works test certificates shall include, whenever applicable, the location in the works of the delivery or batch which the sample represents.

A **Standard Tests**

The Contractor shall make such standard tests of concrete, blockwork, mortar, steelwork and other materials as set out in the Works Requirements or as the Architects may direct.

The cost of all on and off site tests, all testing fees and charges and any apparatus required, or the use of such shall be borne by the Contractor. The Contractor shall also bear the cost of forming concrete test cubes and transporting the cubes for testing.

B **Archaeology, Curiosities etc**

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

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A	Temporary Works The Contractor shall be solely responsible for designing and carrying out all necessary temporary works, including falsework, earthwork support, temporary sheet steel piling and for taking all necessary steps to ensure the continuous stability for the duration of the contract of the existing buildings, of their remaining sections, of neighbouring structures, footpaths, roads and lands and of all new work under construction including both in-situ and precast concrete, steelwork and masonry. A Chartered Engineer, or other suitably experienced and qualified person as approved by the Architect, shall on behalf of the Contractor carry out a detailed structural survey and appraisal of the existing buildings, including buildings on adjoining sites as may be necessary, and shall design and prepare detailed drawings for all the temporary works in accordance with the recommendations of the relevant British Standards. These proposals shall incorporate any and all amounts of temporary works indicated on the Architect's drawings but such temporary works shall not be assumed by the Contractor to be sufficient in themselves for any purpose. Work near/in existing buildings, near adjacent buildings, roadways or pavements and excavations for foundations adjacent to existing buildings, roadways or pavements shall be carried out in such a manner as will not endanger these existing buildings, roadways or pavements. The Contractor's attention is drawn to the fact that he must comply with all Safety, Health and Welfare at Work Acts and Regulations in relation to temporary works, scaffolding etc. The Contractor, who is responsible for providing the specified materials and the required standard of workmanship and who has responsibility to decide his own detailed method of construction and to maintain stability of the building while it is under his control, must recognise the need to employ properly qualified and experienced supervisors on site. (The Contractor's attention is drawn to the publication "Stability of Buildings" by the Institution of Structural Architects- in particular to the section "Construction Stage" and to the Appendix). On complex structures or in circumstances where a full understanding of Architecting principles is required to execute the work safely, the Contractor shall employ a Chartered Engineer to direct and supervise the construction.		
B	Dayworks Where work is to be performed on a daywork basis then original vouchers giving the fullest particulars of hours worked, names of work persons, category of work persons (as stated in the Schedule, part 2E) together with rates of wages, paid, description of work executed, materials and plant		
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used in the items up to Friday, shall be delivered to the Architects before the following Friday.

All sheets are to be signed by the Contractor's Representative or Contractor's Supervisor and the Architect. Such signatures are only to be taken as certifying that the time, materials and plant are correct and shall not be held to justify a claim that the work shall be so charged or that it cannot be measured and priced according to the terms of the Contract.

A **Tax Clearance Certificate**

Prior to the award of any contract or subcontract, the Contractor, sub-contractor or Specialist under consideration will be required to produce a Tax Clearance Certificate.

B **Tower Crane Location (Not Required)**

Should the Contractor choose to use a tower crane it shall be located in a position which meets with the Architects approval.

C **Temporary Hoists**

Should the Contractor choose to use a temporary hoist or hoists it/they shall be located in location(s) to be agreed with the Architect.

D **Effluents or Waste**

The Contractor shall ensure that any effluent or waste from the works shall not be discharged into ponds, drains and sewers unless permitted by the Local Authority and Employer.

The Contractor shall at all times protect and safeguard excavations, holes, openings and the like and any other hazards caused by the carrying out of the Contract Works.

E **Site Transport**

The Contractor shall ensure that his tracked vehicles or cranes do not travel on finished roads or in the planted areas without the written permission of the Architects, and only with use of timber mats or other approved precautions to prevent damage to the roads.

The parking of Contractor's employees' cars shall be in accordance with the Employers requirements and as shown on the site layout drawings. Parking on any roadways is prohibited.

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TENDERING DETAILS

A Expense of preparing Tender

Contractors will not be remunerated for any trouble or expense they may incur in making up their Tenders.

B Comparative Cost of Tender

The Employer does not bind himself to accept the lowest or any Tender.

Comparative Cost of Tender applies to this render.

C Pricing the Pricing Document

The Pricing Document must be returned priced in ink in accordance with the conditions of the Instructions to Tenderers (ITT) document.

Descriptive sizes are given in the nearest metric to correspond with present available imperial sizes. No extra resulting from slight changes in sizes when metric equivalents are manufactured will be allowed.

D Tender Qualifications

The Tenders shall be strictly in accordance with the Pricing Document, Drawings, Contractor's obligations pursuant to the Conditions of Contract and shall not be qualified in any way. Any such qualification may result in the Tender not being considered in accordance with the conditions of the Instructions to Tenderers (ITT) document.

E Work to be Performed

The Contractor shall furnish all labour, materials and equipment, tools, construction plant and supervision to perform the work in accordance with and described in the Specifications and Drawings referred to herein, and as subsequently amended or revised.

The Contractor shall include in the Contract Price for all consumable construction materials.

The Contractor shall be held to have satisfied himself by careful examination of the drawing and specification and of the site as to the amount of work to be carried out to enable the works to function satisfactorily. This shall include all items reasonable and obviously referred to as necessary though not implied in the Drawings and Specifications and the contract is for completely finished work strictly in accordance with the true content and meaning of the Drawings and Specifications and no

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A	payment beyond the Contract Sum will be allowed in consequence of the Contractor having failed to properly acquaint himself with the site, drawings and specifications. Provide Everything Necessary The Contractor shall provide everything necessary for the proper execution of the Contract according to the true intent and meaning of the documents. Whether same may or may not be particularly described, provided same is reasonably inferred therefrom. B Lump sum additions or deductions to arrive at Tender See Instructions to Tenderers Document. SUPPLIED BY THE EMPLOYER C Water for the works By Main Contractor. D Electricity for the works By Main Contractor IMPLICIT IN THE CONTRACT AND AT THE DISCRETION AND RISK OF THE CONTRACTOR Maintaining temporary works, adapting, clearing away and making good together with notices and fees to Statutory Authorities, Public Undertakings or Public or Private Utility Providers related to the items shall be deemed to be included with the following items: E Plant, Tools and Vehicles Provide all necessary mechanical and non-mechanical plant, tools and vehicles necessary for the proper execution and completion of the work. a) bringing to site, installing and removing on completion b) maintaining on site for the duration of the works F Scaffolding Provide all necessary scaffolding for the proper execution and completion of the works.		
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	a) bringing to site, erecting and removing on completion b) maintaining on site for the duration of the works If the Contractor should strike any of this scaffolding before ascertaining whether it is required by a sub-contractor, Specialist or Statutory Authority, Public Undertaking or Public or Private Utility Provider, he must re-erect it, if so required at his own expense. The scaffolding must be the subject of detailed provisions of the Construction Safety Plan. A Specific Scaffolding Requirement To facilitate pre-inspection, final inspection and the carrying out of all brick and stone works, leadwork, copings, roof works, works to rainwater goods, rendering and works to windows to be carried out correctly, fully and completely, the Contractor must include for the full cost of erecting the scaffolding on the first day and removing same on the last. B Site Administration Provide for all on and off-site management and administration including cost of Foreman and Site Agent Contractor's Representative and Contractor's Supervisor in charge. C Site Security Provide for safeguarding the works, materials and plant against damage and theft including providing all necessary watching and lighting for the security of the works and the protection of the public. Provide shelter and heat for any watchmen so required. The Contractor is to provide for clearly identifying the site perimeters and surroundings for the full duration of the works. The Contractor shall make provisions for protection of the public from site operations and arrangements for protection of third parties and visitors to the site in accordance with all statutory requirements. D Contractor's Compound The Contractors Compound is to be erected in accordance with the Architect's Drawings. The Contractor will be responsible for;		
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	a. Stripping the site b. Providing hardstanding c. Erecting hoarding d. Providing electricity, waste and drainage e. Maintaining on site for duration of the works f. Removal of all above and reinstatement of ground on completion.		
A	Transport for Workpeople Provide for all necessary transport for work people including those of sub-contractor's, Specialists to and from site including compliance with Road Traffic Acts and other regulations in this regard, payment of all fees, charges and the like.		
B	Protection of the Works against inclement weather Provide for carefully covering up and protecting the works, or any adjoining property exposed by the works, at all times from inclement weather.		
C	Water for the Works Provide clean, fresh water for use on the works, pay all charges in connection therewith, provide all temporary storage, plumbing services, pipes, connections, taps, hoses, valves, stand pipes etc. and clean away and make good on completion.		
D	Lighting and power for the Works The Contractor shall provide electricity for use on the works and pay all charges in connection therewith. The Contractor shall provide all artificial lighting and power for the works, provide for distribution about the site and all temporary connections, leads, fittings, etc. and clear away and make good on completion.		
E	The lighting shall be to the standard stated by the Health and Safety Project Supervisor Construction Stage. The Contractor shall include for a 3-phase electricity 380/220 V. power supply if this is required either for his own work or for work to be executed by sub-contractors and Specialists. It shall be the Contractor's responsibility to ascertain the level of supply required by all sub-contractors and Specialists and to have this available prior to their commencing work on site.		
F	Temporary roads, hardstandings, crossings, etc. The Contractor shall provide all necessary temporary roads, tracks,		
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A	hardstandings and the like, and hack up and make good on completion. The Contractor shall erect a secure fence with gate around the site compound. All temporary roads and hardstandings shall be suitably sign posted. On completion the temporary roads, tracks, hardstandings and security fence shall be removed as required and areas disturbed made good. The Contractor shall examine the nature and levels of the area designated for the site compound(s). If he considers that levels need raising or lowering for his purposes he shall include the cost of so doing in the tender, such cost to include reinstatement to the original levels, including top soiling and grassing, on completion to the satisfaction of the Architect. Temporary accommodation for use of the Contractor Provide and maintain toilet facilities, washing facilities, drying room and canteen(s) for the Contractor's staff including those of his sub-contractors and specialists and watertight sheds for the storage of his materials, tools and tackle, including suitable and separate storage for dangerous materials or substances, in positions to be agreed with the Health and Safety Project Supervisor Construction Stage. Alter, shift and adapt same as necessary from time to time. Maintain in a clean and tidy condition at all times. Provide and maintain temporary office accommodation. Welfare facilities for workpeople shall be in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations. Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.		
B	Temporary Accommodation for Sub-contractors and Specialists The Main Contractor shall provide free of charge to the sub-contractors and Specialists a limited area for use in the storage of its materials, plant and for the location of any temporary site office that are essential to the sub-contractors and Specialists including suitable and separate storage for dangerous materials or substances. The sub-contractors and Specialists will be responsible for the maintenance of these areas and for their security and for the materials, plant and any other items therein.		
C	Site Meetings The successful tenderer will be required to attend regular co-ordination meetings with sub-contractors, Specialists and the Consultants to ensure the proper co-ordination, sequencing and quality of the work.		
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A	Temporary telephone for use of the Contractor Provide and install a temporary telephone line to include fax and internet connection, pay all fees and charges.		
B	Traffic regulations Provide for complying with all regulations laid down by the Garda Siochana and for liaising with the local Garda Station and Local Authority in relation to all works, on or adjacent to the Public Roadway.		
C	Building Regulations The Contractor shall be responsible for the serving of and compliance with all notices and the like required under the Building Control (Amendment) Regulations SI NO.9 2014 (1 st March 2014) and the current Building Regulations in connection with the execution and completion of the works. Allow for the full cost of compliance with Clause A33: Quality Standards/Control of the Architects "Appendix 1 Specifications" Document in terms of compliance and procedures in connection with the Works.		
B	Electrical Subsystems Certification (Not Required) All electrical subsystems shall be certified as having been carried out in compliance with the requirements of the ETCI Wiring Regulations. Copies of the ETCI Subsystems certificates, accompanied by the relevant test results, shall be included with the ETCI Completion Certificate in the Health and Safety File for the project. In the event of the Contractor failing to secure Subsystem certificates for all items of equipment then the Contractor shall be liable for the cost of having the systems tested, remedied as necessary and certified. The tender figure shall be deemed to include for all costs incurred by the Contractor in providing the appropriate documentation.		
C	Fire Certification and Marking (Not Required) The Contractor shall, immediately prior to Substantial Completion, certify that the construction work carried out on the contract by him and his sub-contractors has been carried out in such a way as to ensure that the integrity of the fire zones within the building has been maintained and that all fire barriers, control elements, coatings and alarm systems have been provided and installed in compliance with the relevant Standards.		
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All fire-resistant coatings such as intumescent paints shall be clearly identified with an engraved plate identifying the designed fire rating and specifying that no paint or other decorative coatings shall be applied to the coating without the prior agreement of the person with maintenance responsibility for the building. The plates' locations shall be instructed by the Architects.

All fire rated doorsets with non-metallic leaves shall be permanently identified in accordance with the requirements of BS 8214:1990 identifying the period of fire resistance, the manufacturer's name and address, the year of manufacture and other pertinent details. These details shall be engraved on a metal plate, fire resistant to 800 deg. C, which shall be fixed to the hinge stile of the door leaf near the top edge and shall be clearly legible. Every fire door (i.e. the complete fire door assembly) shall be supported by a fire test report from an accredited laboratory (see Technical Guidance Document D of the Building Regs) which indicates that the complete assembly will meet the required performance.

B **Safety, health and welfare of workpeople**

The Contractor shall include for complying with all Safety, Health and Welfare at Work Acts and Regulations.

The Contractors obligations in complying with all Safety, Health and Welfare at Work (Construction) Regulations is set out in the "Safety of Site Operations" clause above.

The provision and maintenance of office accommodation, toilet facilities, washing facilities, drying room and canteen(s) is described in the "Temporary accommodation for use of the Contractor" clause above and the "Eating" clause below.

The Contractors obligations regarding temporary works is set out in the "Temporary Works" clause above.

C **Eating**

Provide a mess room for the Contractor's own workpeople (including those of his sub-contractors and Specialists) and provide adequate tables, chairs and cooking equipment Provide also adequate clothes drying facilities. Keep the mess room in a clean and sanitary condition at all times and provide all consumables necessary for its proper functioning.

All messing facilities are to be confined strictly within temporary mess rooms provided specifically for that purpose by the Contractor. No eating will be

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	permitted on other areas of the site, within buildings or any area adjacent to the site.		
A	Disbursements arising from the employment of workpeople Provide for all costs in respect of all workpeople in complying with all relevant employment legislation.		
B	Maintenance of public and private roads Maintain and keep clean all public and private road (including temporary roads), footpaths, kerbs, etc. and keep the approaches to the site clear of mud. The Contractor is to make good any damage caused by his own or any sub-contractor's or Supplier's transport at his own expense and pay all costs and charges in connection therewith. The Contractor shall clean by brushing and hosing all walkways and roadways used by his crews and vehicles (or those of sub-contractors or Specialists) at least once per day and/or as often as necessary to keep the roadways free of dirt, dust and mud. The Contractor will supply his own hoses and connections to water supply points approved by the Local Authority/Employer. The Contractor shall ensure that no damage is caused to the existing roads due to the delivery of materials, the execution of works, or the removal of rubbish. All vehicles entering or leaving the site carrying loads which constitute a potential dust or dirt nuisance such as aggregate, sand, gravel, soil or the like shall be secured so that no materials shall leave the vehicle. The Contractor shall be responsible for keeping all highways adjacent to the job site free from mud droppings or other materials which are due to his own and all other operations and safeguard the Employer from any liability resulting therefrom. The Contractor is expected to take reasonable care to ensure that all vehicles entering and leaving the jobsite are free of mud on the wheels or tracks, and the loads are secure. In the event of fouling of any roads due to any operations he will be expected to clean them expeditiously at his own expense to the satisfaction of the Architects and/or Employer. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause.		
C	Removal of rubbish, etc. The Contractor shall keep the site clean and tidy and make arrangements for the regular removal from the site of all rubbish, protective casings and		
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A	coverings etc. arising from his own or any of his sub-contractor's and Specialist's operations both as it accumulates from time to time and on completion. Covered skips are to be used at all times on site to prevent debris being scattered around the site/campus. Clearing up and making good on completion The Contractor will be required to clear away any builders rubble, debris or waste upon completion of the contract works, and make good and reinstate to their original condition any areas disturbed during the course of construction. Provide for clearing the building on completion, inside and out, removing stains and touching up paintwork and polished work, washing all floors and glass and leaving the whole of the works clean and fit for immediate occupation to the satisfaction of the Architects.		
B	Drying the Works Provide for all necessary equipment, fuel and attendance for drying the works as and when required.		
C	Temporary fencing etc. Provide and maintain all necessary temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection, and protection of openings, safety nets and similar items for the proper execution of the works, for the protection of the public, and for meeting the requirements of any local or other authority and alter, shift and adapt from time to time as necessary.		
D	Noise Control The contractor shall employ the best practical means to minimize noise produced by his operations, including plant maintenance, and shall comply with the recommendations in BS 5228-1&2 2009 (Code of noise and vibration on construction and open site) as amended. All vehicles and mechanical plant used on the works shall be fitted with exhaust silencers and shall be maintained in good and efficient working order for the duration of the works in compliance with BS 5228. Machines in intermittent use shall be shut down in the periods between work or throttled down to a minimum. The contractor shall remove from the works any items of plant which in the opinion of the Employers Representative is ineffectively silenced. All compressors shall be "sound reduced" models		
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fitted with properly lined and sealed acoustic covers and shall be kept closed whenever the machines are in use. All ancillary pneumatic percussive tools shall be fitted with mufflers or silencers of the type recommended by the manufacturers. Pumps and mechanical static shall be enclosed by acoustic sheds or screens where directed by the Employers Representative.

Any plant (such as generators and pumps) which is required to work outside the stated hours, shall be surrounded by an acoustic enclosure to the approval of the Employers Representative which shall restrict the noise level to not less than 5dB(A) below the levels stated in Table A Schedule of Noise Levels.

The contractor shall organize his operations with regards to the positioning of plant and the location of haul roads, etc., so it minimizes noise to adjacent wetlands.

The noise levels (see Note (i) below) in Table A Schedule of Noise Levels for periods outside the normal working hours will only be permitted when consent has been given to exceptional working.

The ambient noise level, L_{Aeq} (see Note (ii) below), from all sources measured 2.0m above the ground at noise control stations, located 150 m from the piling location (the Contractor shall provide for a minimum 4 No. Noise Monitoring Stations to be in operation at any one time and their location is to be determined by the Employer's Representative) shall either not exceed the appropriate level given in the Schedule or not exceed by more than 3dB (A) the existing ambient noise level, L_{Aeq} (see note (iii) below), at the control station measured over the same period, whichever level is greater. The maximum sound level at any noise control station shall not exceed the level given in the Schedule. Exceptionally the Contractor may be given permission to carry out works which exceed the noise levels in the Schedule, provided that 14 days notice of the date and timing of these works is given to the Employer's Representative and the Contractor demonstrates that he intends to take all reasonable measures to mitigate the noise nuisance. After consultations with the Employer and any other interested bodies a decision will be given within 7 days of receipt of the notice. The Contractor shall provide 4 No. noise monitoring stations continuously during the works at each structure location.

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Table A: Schedule of Noise Levels

Schedule	Total Noise Levels at Control Stations	
Period	Ambient Noise level, L_{Aeq} measured at Control Station dB(A)	Maximum Sound Level (see Note (iv) below measured at Control Station: dB(A)
Monday to Saturday	70	80
Sundays and Public Holidays	60	65
All unattended plant outside normal working hours	45	55

Notes:

- (i) Noise levels relate to free field conditions. Where noise control stations are located 1 metre from façades of buildings, the permitted noise levels can be increased by 3dB (A).
- (ii) The ambient noise level, L_{Aeq} , at a specific location is the total L_{Aeq} from all the noise sources in the vicinity over the specified period.
- (iii) The existing ambient noise level, L_{Aeq} , at a specific location is the total L_{Aeq} from all the noise sources in the vicinity over the specified period prior to the commencement of the Works.
- (iv) Maximum sound level is the highest value indicated on the sound level meter which meets the requirements of IS EN 61672.

Control of Dust

The contractor shall provide, use, maintain and keep available plant and equipment necessary to minimise the formation and accumulation of dust arising from the works, normally in dry weather conditions. The contractor shall provide a preliminary method statement of the control of dust for approval when requested during the tender evaluation stage. The contractor may be instructed to alter this method statement for the control of dust if it is deemed that they are ineffective by the Employers Representative. The contractor shall bear the cost of all required alterations.

GENERAL CONDITIONS AND PRELIMINARY ITEMS

CONSERVATION REPAIRS TO THE NATIONAL SCULPTURE FACTORY
ALBERT ROAD, CORK FOR CORK CITY COUNCIL

VOLUME A: GENERAL CONDITIONS AND PRELIMINARY ITEMS

MCOR

A	Fire Alarms The Contractor is to maintain all building fire alarm system at all times during execution of the works.		
B	Record Drawings The tender sum will include for the provision of record drawings and manuals in both electronic and hard copy format as specified to the approval of the Architect. Should the Contractor refuse or neglect to provide the record drawings and manuals the Employer may employ and pay other persons to provide such drawings and manuals and all costs incurred in connection therewith shall be recoverable from the Contractor or may be deducted from any money due or to become due to him, irrespective of the Contractor's tender price for same. All of the foregoing to be provided in electronic format to the satisfaction of the Client. BOND C Performance Guarantee Bond Before signing the Contract, the successful Main Contractor will be required to enter into a Bond with an approved Insurance Company or Society to guarantee the due and faithful performance of the Contract, in an amount equal to 10% of the Contract Sum. The Bond shall remain in full force and virtue for the full period of the Contract from commencement date to the date of issue of the Architects Final Certificate. The wording of the Bond must be approved by the Architect and shall not contain any qualifying clauses or conditions. The cost, if any, of this requirement (Bond) is not to be included here but is to be shown where indicated in the Summary of the Main Pricing Document.		
D	Protection - New Works Provide for protecting the completed works from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective coverings, sheeting, casings or the like (including those required for each different floor covering) sufficient to leave the works clean, undamaged and fit for immediate occupation to the satisfaction of the Architect.		
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GENERAL CONDITIONS AND PRELIMINARY ITEMS

CONSERVATION REPAIRS TO THE NATIONAL SCULPTURE FACTORY
ALBERT ROAD, CORK FOR CORK CITY COUNCIL

VOLUME A: GENERAL CONDITIONS AND PRELIMINARY ITEMS

MCOR

A	Protection - Existing Buildings Provide for protecting the Existing Site Development/Public Realm Works and the Existing Buildings and Fit-out including the completed works in terms of refurbishment and approved interventions from any damage whatsoever including providing, maintaining and subsequently removing any necessary temporary roofs, protective coverings, sheeting, casings or the like sufficient to leave the works clean, undamaged and fit for immediate occupation to the satisfaction of the Architect.		
B	Project Supervisor Construction Stage Successful main contractor will be appointed Project Supervisor for the Construction Stage PSCS as per the Safety, Health & Welfare at Work (Construction) Regulations 2006. This appointment will take effect when the contractor commences work on site, this shall include site surveying by the contractor, site mobilisation etc. The appointment will continue until the contract is fully completed, this shall include completion of snag list items, installation of 'long lead' items etc. The contractor is to note that the role of PSCS shall continue beyond substantial completion where items previously mentioned are not completed.		
C	Safety File The contractor/PSCS shall furnish all information necessary to the PSDP on completion of the works to enable a complete safety file to be produced for the entire scheme including site services. The contractor shall submit a complete draft, amend in the light of any comments and resubmit. The production of the final copies shall not proceed until authorised. Submit 2 number copies to the Employers Representative on completion of the project prior to the issuing of The Certificate of Substantial Completion.		
D	Snagging Procedure Prior to notifying the ER that the Works are ready for Substantial Completion inspection, the Contractor is deemed to have completed his own snagging and de-snagging procedures. These shall, at a minimum, comply with the requirements as set out in the Architects and Architects specifications or and to leave the houses in a first class condition of finish ready for immediate occupation and use. This shall incorporate the completion of all Public, semi-public and private hard and soft landscaping areas to allow uninterrupted safe access/egress, together with all services and utilities fully operational, commissioned and certified.		
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APPENDIX A

1. SCHEDULE Part 1 (Completed by the Employer before Tender) FTS1v2.10

Specific Forms for use with Form of Contract PW-CF6:

2. Performance Bond MF1.6

3. Appointment of Project Supervisor MF1.10

4. Rates of Pay and Conditions of Employment Certificate MF1.13

Other Documents:

5. Drawings and Other Documents Issue Registers

SCHEDULE

PART 1 (Completed by the Employer before Tender)

A **Employer's Representative and Communications** (Sub-clauses 4.3 and 4.14)

Details for sending notices under clauses 12 and 13 to the Employer are:

<i>For the attention of:</i>	Gareth O'Callaghan
<i>Address:</i>	JCA Architects Courthouse Chambers 27-29 Washington Street Cork T12 WN8F

Details for sending other notices and communications to the Employer are:

<i>For the attention of:</i>	Fiona Browne, Arts Officer
<i>Address:</i>	Cork City Council, City Hall, Anglesea St., Cork City T12 T997
<i>Phone:</i>	N/A
<i>eMail:</i>	fiona_browne@corkcity.ie

<i>The Employer's Representative is:</i>	Gareth O'Callaghan, JCA Architects
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Details for sending notices and other communications to the Employer's Representative are:

<i>For the attention of:</i>	Gareth O'Callaghan
<i>Address:</i>	JCA Architects Courthouse Chambers 27-29 Washington Street Cork T12 WN8F
<i>Phone:</i>	N/A
<i>eMail:</i>	gareth@jca.ie

Limitations on the Employer's Representative's authority to perform its functions and powers under the

Contract

- Maximum adjustment to the Contract Sum for a single Change Order: €5,000, unless approved by the Employer
- Maximum cumulative value of adjustments to the Contract Sum for Change Orders in any 3-month period: €30,000, unless approved by the Employer
- The Employer's Representative shall not make a Change Order causing or contributing to a reduction in safety, scope, quality or usefulness of the Works without the Employer's approval
- The Employer must agree to reduce retention if the Defects Period is extended
- The Employer's Representative is to consult with the Employer in relation to any adjustment to the Contract Sum before determining the adjustment
- Where the Employer has appointed a quantity surveyor, the Employer's Representative is to consult with the quantity surveyor in relation to any adjustments to the Contract Sum before determining the adjustment
- The Employer's Representative must not waive any of the Employer's rights or the Contractor's obligations under the Contract including without limitation sub-clause 10.3.
-

B Documents

The **Works Requirements** are:

As scheduled and included in Volume A

The **Pricing Document** is:

[CA Note: Please choose from the options in the drop down menus below]

A Bill of Quantities measured in accordance with the: Agreed Rules of Measurement 5 as included in Volume C.

[Where Agreed Rules of Measurement 4 is selected from the drop down menu above it shall be as amended by Supplement 1, Issue 2. Where Civil Engineering Standard Method of Measurement 4: Revised is selected from the drop down menu above it shall be the 4TH Edition as amended in accordance with Section 5.2 of Guidance Note GN 1.5.3 of the Capital Works Management Framework. Where the TII's Requirements for Measuring and Pricing (RMP) is selected from the drop down menu above, it shall be the latest edition as published by Transport Infrastructure Ireland]

[CA Note: Please choose from the options in the drop down menu below for Mechanical & Electrical Works]

Mechanical & Electrical Works measured in accordance with:
As per Bill of Quantities measurement stated above

[Where Civil Engineering Standard Method of Measurement 4:Revised is selected from the drop down menu above it shall be the 4th Edition as amended in accordance with Section 5.2 of Guidance Note GN 1.5.3 of the Capital Works Management Framework. Where TII's Requirements for Measuring and Pricing (RMP) is selected from the drop down menu above, it shall be the latest edition as published by Transport Infrastructure Ireland]

The **Works Proposals** are:

As per Instructions to Tenderers (ITT) Document

C Project Supervisor (Sub-clause 2.4)

The Contractor is to be appointed project supervisor for the construction stage for the Works and any other work on the Site from the Starting Date until all construction work on the project has been completed.

D Insurance (Clause 3)

Insurance of the Works: minimum amount insured for professional fees 12½%⁵ of the Contract Sum.

- Minimum indemnity limit for Public liability insurance: €6,500,000⁶ for any one event, but this limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.
- Minimum indemnity limit for Employers' liability insurance: €13,000,000⁷ for any one event.
- Maximum excess for Insurance of Works and other Risk Items: €10,000⁸.
- Maximum excess for Public liability: €10,000⁹ in respect of property damage only. There shall be no excess for death, injury or illness.
- There is no excess permitted for Employers' liability insurance.

Permitted exclusions from all Insurances

- War, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power
- Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
- Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel
- Terrorism
- Asbestos
-
-

Permitted exclusions from insurance of the Works and other Risk Items

- Use or occupation of the Works by the Employer except in connection with the Works
- Unless otherwise specified in the Works Requirements, cost of making good defects in the Works but not damage caused by such defects to other sound parts of the Works
- Wear, tear, normal upkeep or normal repair or gradual deterioration
- Inventory losses

⁵ If no percentage stated, 12 ½ % applies.

⁶ If no minimum specified, €6,500,000 applies.

⁷ If no minimum stated, €13,000,000 applies.

⁸ If no amount stated, €10,000 applies.

⁹ If no amount stated, €10,000 applies.

Tender and Schedule for Public Works Contract for MINOR Building or Civil Engineering Works Designed by the Employer

- Loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance
- Failure of information technology
- Mechanical or electrical breakdown but not resulting damage
- Cessation of the Works for more than 3 months
-
-

Permitted exclusions from public liability insurance:

- Persons under a contract of service or apprenticeship with the insured
- Property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works
- Defective workmanship or materials but not resulting damage
- Mechanically propelled vehicles within the meaning of the Road Traffic Acts
- Loss or damage due to design for a fee or for which a fee would normally be charged design defective workmanship, materials or design, but including its consequences

Note: Delete two of the form fields above. If none deleted, permitted exclusion is 'loss or damage due to design for a fee or for which a fee would normally be charged'

- Gradual pollution or contamination
- Territorial limits
- Unless otherwise specified in the Works Requirements, aircraft and waterborne craft
- Fines, penalties, liquidated damages
-
-

Permitted exclusions from employer's liability insurance:

- Offshore work
- Liability compulsorily insurable under the Road Traffic Acts
-

Permitted exclusions from professional indemnity insurance

- Persons under a contract of service or apprenticeship with the insured.
- Ownership, use, occupation or leasing of mobile or immobile property
- Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters
- Dishonest, malicious, criminal or deliberate illegal acts
- Libel and slander
- Insolvency
- Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages
- Failure of information technology
- Contractual liability that would not apply in the absence of the contract
-
-

Optional insurance provisions

Sub-clause 3.8 shall not apply.

Insurance of the Works and other Risk Items shall include the following property of the Employer, other than the

Works and Works Items:

N/A

and the minimum sum for which this property is to be insured shall be €N/A.

If Insurance of the Works and other Risk Items is to include terrorism cover, the minimum sum insured shall be €N/A.

The Contractor is not required to extend the insurance of the Works and other Risk Items for a Section that has reached Substantial Completion until the Employer's Representative issues the certificate of Substantial Completion for the whole Works.

Required extensions to Insurance

None

Professional indemnity insurance is required. If required, the professional indemnity insurance is to be kept in place for 12 years after Substantial Completion of the Works is certified by the Employer's Representative. If required, the minimum indemnity limit for professional indemnity insurance shall be €1,500,000 annual aggregate limit.

The maximum excess shall be the greater amount of 2% of the Contractor's annual turnover or €5,000. .

E Performance Bond (Sub-clause 1.5)

A performance bond is required.

The amount of the performance bond shall be 12.5%¹⁰ of the initial Contract Sum up to certification of Substantial Completion of the Works, and 6.25%¹¹ of the initial Contract Sum for the subsequent period stated in the form of bond in the Works Requirements. 450 days after that.

Note: Delete one of the two form fields above. If none deleted, read as '450 days after that.

F (i) Collateral Warranties (Sub-clause 5.5)

Collateral warranties are required from the following categories of Specialists, by the following dates; and the amount withheld from payments under sub-clause 11.4.1 are as follows:

Category of Specialist	Date for warranty	Amount withheld	Minimum indemnity limit for professional indemnity insurance	Maximum excess for professional indemnity insurance
None	N/A	N/A	N/A	N/A

¹⁰ If no percentage stated, 10% applies.

¹¹ If no percentage stated, 5% applies.

Category of Specialist	Date for warranty	Amount withheld	Minimum indemnity limit for professional indemnity insurance	Maximum excess for professional indemnity insurance

F (ii) Ancillary Certificates (Sub-clause 5.8)

Ancillary Certificates are required from the following categories of Contractor's Personnel. The list reflects the works elements known at the time of tender but does not limit the Contractor's duties under sub-clause 2.3.1:

Category of Contractor's Personnel	Category of Contractor's Personnel
See list issued by ER as part of the Works Requirements	See list issued by ER as part of the Works Requirements

Category of Contractor's Personnel	Category of Contractor's Personnel

F (iii) Named Specialists (Sub-clause 5.4)

Category of Specialist	Type ¹ <i>Please choose from the options in the drop-down menu below]</i>	Specialist Form of Contract	Specialist Contract Value ²	Specialist Contract Works Requirements reference	Name and contact details of Specialist (where already known)
N/A	Reserved using CIF "NN SUB-CONTRACT	N/A	N/A	N/A	N/A
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				
	Reserved using CIF "NN SUB-CONTRACT				

Note 1: Novated Specialists are those whose contract with the Employer is to be novated to the Contractor. Reserved Specialists are those who are to be appointed by the Contractor following a tender competition administered by the Employer.

Note 2: The Specialist Contract Sum shall be entered here, where known, in the case of Novated Specialists. Where the sum is not known, in the case of Novated and Reserved Specialists, the Reserved Sum shall be entered.

Note: In Schedule Part 3B, the Employer is to enter the Category of Specialist, the Name and contact details of Specialist and the Contractor's tendered percentage addition prior to issue of the Letter of Acceptance. The details inserted here under Category of Specialist must match those inserted in Schedule Part 3B

G Dates for Substantial Completion, Sections, Liquidated Damages, Retention

	Date for Substantial Completion	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section (%)
The Works		€500 per Day or part thereof	
Section: The Works	184 Days (6 Months) from Date of Commencement on site	€500 per Day or part thereof	50%
Section: (N/A	N/A	€ per	
Section: (N/A	N/A	€ per	
Section: ((N/A	N/A	€ per	

H Early Completion (Sub-clause 9.6)

The Employer's Representative is required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Substantial Completion.

I Defects Period

The initial Defects Period is one year¹² from the date of Substantial Completion of the Works.

J Random Checks for Employment Records

Sub-clause 5.3.3A(2) shall be part of the Contract.

K Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments

(Sub-clauses 9.3, 9.4, 10.1, 10.6, 10.7)

Delay Events and Compensation Events are as follows:

Event		Delay Event	Compensation Event
1	The Employer's Representative gives the Contractor a Change Order	Yes	Yes
2	The Employer's Representative directs the Contractor to search for Defects or their cause and no Defect is found, and the search was not required because of a failure of the	Yes	Yes

¹² If no period stated, one year applies.

Tender and Schedule for Public Works Contract for MINOR Building or Civil Engineering Works Designed by the Employer

Event		Delay Event	Compensation Event
Contractor to comply with the Contract			
3	The Employer's Representative directs the Contractor to suspend work under sub-clause 9.2	Yes	Yes
4	The Contractor suspends work in accordance with sub-clause 12.3	Yes	Yes
5	There is a factual error in information about the Site or setting out information in the Works Requirements. [This does not include an error of interpretation.]	Yes	Yes
6	The Employer takes over part of the Works before Substantial Completion of the Works and any relevant Section	Yes	Yes
7	The Employer's Representative does not give the Contractor an instruction required under sub-clause 4.5.4 within the time required under sub-clause 4.11.2 when the Contractor has asked for the instruction in accordance with sub-clause 4.11.1	Yes	Yes
8	The Employer does not allow the Contractor to occupy and use a part of the Site in accordance with sub-clause 7.1	Yes	Yes
9	The Employer does not give the Contractor a Works Item or other thing as required by the Contract when the Contractor has asked for it in accordance with sub-clause 4.11.1	Yes	Yes
10	Employer's Personnel working on the Site under clause 7.6 interfere with the execution of the Works on the Site, and the interference is unforeseeable and not in accordance with the Contract	Yes	Yes
11	The Employer instructs the Contractor under sub-clause 3.2.3 to rectify loss of or damage to Risk Items for which the Contractor is not responsible	Yes	Yes
12	Loss of or damage to the Works that is at the Contractor's risk in accordance with sub-clause 3.2	Yes	No
13	A weather event as described below	Yes	No
14	A strike or lockout affecting the construction industry generally or a significant part of it, and not confined to employees of the Contractor or any Contractor's Personnel	Yes	No
15	Delay to the Works caused by the order or other act of a court or other public authority exercising authority under Law, that did not arise as a result of or in connection with an act, omission or breach of Legal Requirements of the Contractor or the Contractor's Personnel or a breach of the Contract by the Contractor	Yes	No
16	A breach by the Employer of the Contract delaying the Works that is not listed elsewhere in this table.	Yes	Yes
17	A difference between the Contract value of the Works according to the quantities and descriptions in the Pricing Document and the Contract value of the Works described in the Works Requirements, because the Pricing Document,	No	Yes

Event		Delay Event	Compensation Event
when compared with the Works Requirements ■ includes an incorrect quantity or ■ includes an item that is not included in the Works Requirements or ■ excludes an item that is included in the Works Requirements or ■ gives an incorrect item description and the difference for an item in, or that should have been in, the Pricing Document is more than €500.			
18	An item of archaeological interest or human remains is found on the Site, and it was unforeseeable	Yes	Yes
19	The Contractor encounters on the Site unforeseeable ground conditions (not resulting from weather) or unforeseeable human-made obstructions in the ground, other than Utilities	Yes	Yes
20	The Contractor encounters unforeseeable Utilities in the ground on the Site	Yes	Yes
21	Owners of Utilities on the Site do not relocate or disconnect Utilities as stated in the Works Requirements, when the Contractor has complied with their procedures and the procedures in the Contract, and the failure is unforeseeable	Yes	Yes

In the above table

Utilities means conducting media and apparatus for water, sewage, electricity, gas, oil, telecommunications, data, steam, air, or other services, and associated apparatus and structures.

A condition, circumstance or occurrence is **unforeseeable** if an experienced contractor tendering for the Works could not have reasonably foreseen it on the Designated Date, having inspected the Site and its surroundings and having satisfied itself, insofar as practicable and taking into account any information in connection with the Site provided by the Employer, as to all matters concerning the Site, including its form and nature and its geotechnical, hydrological and climatic conditions.

WE 1.0 is the document entitled Weather Events WE 1.0 published on <https://cwmf.gov.ie/en/resources/weather-events/> on the Designated Date.

A **weather measurement** for a month means each of the following:

- the number of days with rainfall exceeding 10 millimetres
 - the number of days with minimum air temperature less than 0 degrees Celsius and
 - the number of days with maximum mean 10 minute wind speed exceeding 15 metres per second
- as recorded at Cork Airport weather station.

If no weather station is named, the Met Éireann station nearest the Site is used. If the station named, or the nearest one, does not record the weather measurements, the station nearest the Site that records that weather measurement is used.

A **weather event** is when in a month between the Starting Date and the Date for Substantial Completion of the Works a weather measurement exceeds the number of days for the same item, the same weather station, and the corresponding month in WE 1.0.

If a weather event occurs in a month and there is to be an extension to a Date for Substantial Completion under sub-clause 9.3.2, the amount of the extension is the lesser of (a) the extension to be made under sub-clause 9.3.2 and

(b) the difference between the weather measurement and the number of days for the corresponding item in WE1.0. No day is counted for more than one weather measurement.

An **order or other act of a court or other public authority exercising authority under Law** includes a Covid-19 Mandatory Closure.

In **sub-clause 9.4**:

- The programme contingency is 30 Site Working Days of delay caused by Compensation Events.

In **sub-clause 10.6.4(3)**, the rates to be used to determine the cost of plant are the rates in

Either Pricing Document/Bill of Quantities or Actual Cost will be used if required.

modified as follows:

- Rates will be treated as if in euro

■

and any rates in the Pricing Document.

In **sub-clause 10.7**, the amount to be added for delay cost is in accordance with sub-clause 10.7.1(2) the daily rate tendered by the Contractor in the Schedule, part 2D

For purposes of sub-clause 10.7, the Contractor is to tender in part 2D a single daily rate for delay costs

■

■

■

L Payment Particulars (Clause 11)

Period for interim payment is monthly.

Minimum amount for interim payments, except release of retention, € 15,000¹³

Up to the percentage stated below of the Contract value of the following unfixed Works Items may be included in an interim payment in accordance with sub-clause 11.2.

On-Site Materials	% of Contract value
	90

Off-Site Materials with Bond	% of Contract value
	90

The retention percentage is 5%¹⁴.

¹³ If none stated, no minimum applies.

¹⁴ If no percentage stated, 10% applies.

M Cap on Liability (Sub-clause 3.10)

Subject to sub-clause 3.10.2 of the Conditions of Contract, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated below¹⁵.

€ The Contract Sum (euro).

N Conciliation, Adjudication and Arbitration (Sub-clauses, 13.2 13.3 and 13.4)

Failing agreement, the conciliator will be appointed by: ¹⁶

The President of the RIAI

Unless the parties agree to apply the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on <https://cwmf.gov.ie/en/pillars/pillar-1/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date) the arbitration rules shall be the *Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules)*.

The person or body to appoint the arbitrator, if not agreed by the parties, is: ¹⁷

The President of the RIAI

The person to appoint the adjudicator, if not agreed by the parties, is:

Chairperson of the Panel of Adjudicators

O Rights in Contractor's Documents (Sub-clause 6.4)

Copyright and all other rights in the following Contractor's Documents and Works Proposals described in sub-clause 6.4.2 transfers to the Employer in accordance with sub-clause 6.4.

he entire Works Proposals and all "As Built" Documentation per Volume A "General Conditions and Preliminary Items". T

P Material Categories (sub-clause 15.9.1)

Table 1A (Material Categories) applies.

¹⁵ If no sum is stated, the applicable amount is an amount equal to the Contract Sum.

¹⁶ If left blank the default is The President, The Royal Institute of the Architects of Ireland (RIAI)

¹⁷ If left blank and the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) the default is The President, The Royal Institute of the Architects of Ireland (RIAI). If the arbitration rules are the *Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules)*, the appointment of the arbitrator shall be made in accordance with those rules.

SCHEDULE

PART 2 (Completed by the Contractor and included with Tender)

A **Communications** (Sub-clause 4.14)

Details for sending notices under clauses 12 and 13 to the Contractor are:

For the attention of:

Address:

Details for sending other notices to the Contractor are:

For the attention of:

Address:

Phone:

eMail:

The Contractor's agent¹⁸ in the Republic of Ireland for service of legal process is:

Name:

Address:

B (not used)

¹⁸ An agent in the State must be named if the Contractor's registered office or other principal place of business is outside the State.

C Dates for Substantial Completion

	Date for Substantial Completion Number of days after the Contract Date (To be completed by Contractor in Tender ONLY if not completed by Employer in Part 1)
The Works	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	
Section: (Employer to complete names of sections)	

D Adjustments to the Contract Sum including Delay Costs (Sub-clauses 10.6 and 10.7)

The Contractor's tendered percentage addition to costs of labour <i>(If negative, blank or less than 35%, read as 35%)</i>		%
The Contractor's tendered percentage addition to costs of labour shall include all costs incurred by the Contractor (excluding VAT) for those workers engaged on additional or substituted work required as a result of a Compensation Event, that are additional to the basic hourly rate of pay for the relevant category of worker in an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015. It shall include (but not be limited to) the following components of cost: All costs incurred with meeting legal requirements (including but not limited to PRSI), pension contributions, death in service contributions, sick pay contributions; and Plus Rates; and Allowances; and overheads; and profit and loss of profit. Plus Rates A Plus Rate is the balance remaining when the basic hourly rate of pay for the relevant category of worker under an applicable sectoral employment order made under the Industrial Relations Acts 1946-2015 is deducted from the basic hourly rate of pay paid to a worker in accordance with the workers terms and conditions of employment. It does not include Allowances. Allowances Allowances are payments made to workers that are additional to the basic rate of pay paid to a worker		

and may include (but not limited to):

- (a) any bonuses, productivity, incentive or other bonus;
- (b) any special allowances particular to the category of worker (such as tool money);
- (c) overtime;
- (d) unsocial hours working and Sunday working;
- (e) sick pay and public holiday and annual holiday pay;
- (f) absences due to training;
- (g) travelling time;
- (h) subsistence (such as country money);
- (i) any other payments not included in the foregoing.

The Contractor's tendered percentage addition to costs of materials

(If negative or blank, read as 0%)

%

The Contractor's tendered percentage addition/deduction to costs of plant

(A deduction of more than 50% will be read as a deduction of 50%. If the entry is blank it will be read as 0%)

%

The tendered percentage addition for costs of materials and the tendered percentage addition/deduction for costs of plant provided shall include on-costs, overheads and profit, and exclude VAT.

Note: The tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant provided above does not apply to named Specialists' Works. Where additional or substituted work, or part thereof, includes named Specialists' Works, and a valuation is determined in accordance with Sub-clause 10.6.4 that valuation, or part thereof, shall be based on the tendered percentage addition to costs of labour, the tendered percentage addition to costs of materials and the tendered percentage addition/deduction to costs of plant as tendered by the respective named Specialist.

Tendered rate of delay costs (only if the Schedule, part 1K states that Sub-clause 10.7.1 (2) applies)

The Contractor's tendered rate of delay costs is

(If left blank, or stated as a negative value, read as zero.)

€

excluding VAT per Site Working Day.

If part 1K states that separate rates are to be tendered for separate periods or parts of the Works, the Contractor's tendered rates are as follows:

Period or part of the Works (part 1K)	Tendered Rate
■	€.....per Site Working Day
■	€.....per Site Working Day
■	€.....per Site Working Day
■	€.....per Site Working Day

Note: The tendered rate of delay costs provided above do not apply to named Specialists' Works. The amount that may be added to the Contract Sum for delay costs in accordance with sub-clause 10.7 (where sub-clause 10.7.1(2) applies) shall take account of the tendered rate of delay costs for named Specialists' Works to the extent that named

Tender and Schedule for Public Works Contract for MINOR Building or Civil Engineering Works Designed by the Employer

Specialists' Works are subject to an extension to the Date for Substantial Completion of the Works that is a result of a Compensation Event under the Contract between the Employer and Contractor.

SCHEDULE

PART 3 (Completed by the Employer after Tender and prior to issue of the Letter of Acceptance)

A Not used

B *Named Specialists* (Sub-clause 5.4)

Category of Specialist ¹	Name and contact details of Specialist	Specialist Contract Sum	Contractor's tendered percentage addition ³
			%
			%
			%
			%
			%
			%
			%
			%

Note 1: The category of Specialist inserted above must match that inserted at Schedule Part 1F (iii)

Note 2: The Specialist Contract Sum shall be entered here in all cases. No Reserved Sums may be entered as the Specialist Contract Sum must be known before issue of the Letter of Acceptance to the Contractor

Note 3: The Contractor's tendered percentage addition generates the Contractor's profit on each of the named Specialist's Sums rated as a percentage. It is inserted in the Pricing Document by the Contractor at Tender Stage. The Contractor's tendered percentage addition is to be inserted above by the Contracting Authority. Where the tendered percentage addition is less than zero in the Pricing Document it shall be read as zero and inserted in the Schedule Part 3B as zero. When Contractor's tendered percentage addition is to be taken into account for adjustments to the Contract Sum, in accordance with sub-clause 10.6 of the Conditions, the figures inserted in the Schedule Part 3B shall be used

Appendices to Clause 15 Price Variation

Appendix 4 to Clause 15 Price Variation

**PART 1 PROPORTIONS OF LABOUR, MATERIALS, FUEL,
NON-ADJUSTABLE OVERHEADS AND PLANT**

Works		Percentage of Contract Sum
(a)	Labour	30%
(b)	Materials	45%
(c)	Fuel	5%
(e)	Non-Adjustable Overheads	10%
(f)	Plant	10%
Total		Must equal 100%

PART 2 PERMITTED INCREASE THRESHOLD

CA Note: Select a percentage figure from the drop-down menu below.

The Permitted Increase Threshold is	5%
-------------------------------------	----

Appendix 5 to Clause 15**INDICES AND WEIGHTINGS FOR MATERIAL CATEGORIES AND FUEL CATEGORIES**

CA NOTE: Complete either Table 1A OR Table 1B (but not BOTH), whichever is stated to apply in the Schedule for Clause 15.

Part 1A: Material Categories Indices and Weightings

In respect of the **Material** Categories identified below, the following weightings apply and (the total of such weightings shall amount to a factor of one (1)).

	Weighting	Material Category	
(1)		Stone, sand and gravel <i>of which</i>	
(1.1)			Stone
(1.2)			Sand and Gravel
(2)		Cement	
(3)		Ready Mixed Mortar and Concrete	
(4)		Concrete Blocks and Bricks	
(5)		Other Concrete Products including precast	
(6)		Structural Steel and Reinforcing Metal <i>of which</i>	
(6.1)			Structural Steel <i>of which</i>
(6.1.1)			Fabricated Metal
(6.1.2)			Other structural steel
(6.2)			Reinforcing Metal
(6.3)			Other Steel Products
(7)		Rough Timber (including plain sawn) <i>of which</i>	
(7.1)			Hardwood
(7.2)			Softwood
(8)		Machine treated timber <i>of which</i>	
(8.1)			Wooden Windows and Doors
(8.2)			Other treated timber
(9)		Bituminous macadam, asphalt and bituminous emulsions <i>of which</i>	
(9.1)			Bituminous macadam and asphalt
(9.2)			Bituminous emulsions
(10)		Electrical Fittings <i>of which</i>	
(10.1)			Lighting Equipment
(10.2)			Protection and Communication Equipment
(11)		All other materials <i>of which</i>	

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	Weighting	Material Category	
(11.1)			Plumbing Materials including Sanitary ware
(11.2)			HVAC (Heating and Ventilation Equipment)
(11.3)			Insulating Materials
(11.4)			Pipes and Fittings <i>of which</i>
(11.4.1)			PVC
(11.4.2)			Copper
(11.5)			Plaster
(11.6)			Paints, oils and varnishes
(11.7)			Glass
(11.8)			All other metal fittings
(11.9)			All other products
Total	Must equal 1.00		

The index for each Material Category is the corresponding index in Table 3 Detailed Wholesale Price Indices (excluding VAT) for Building and Construction Materials published by the CSO.

(CA NOTE: When Contracting Authorities elect to assign a weighting to a sub-category within any of the main categories 1 to 11 (i.e. those in bold text in the above table), the aggregate sum of any sub-weightings in a category must equal the weighting allocated to the main category.)

For Example:

(1)	0.4	Stone, sand and gravel <i>of which</i>	
(1.1)		0.3	Stone
(1.2)		0.1	Sand and Gravel

Part 1B: All Material Category Index and Weighting

In respect of the **Material** Category identified below, the following weighting applies

Weighting	Material Category	Index
1.00	All Materials [irrespective of the actual constituents of the Works]	The index for the “All Materials” category contained in Table 3 Detailed Wholesale Price Indices (excluding VAT) for Building and Construction Materials.

Part 2: Fuel Categories Indices and Weightings

In respect of the **Fuel** Categories identified below the following weightings (the total of such weightings shall amount to a factor of one (1)) and indices apply.

	Weighting	Fuel Category	Index
(1)	0.20	Fuel Oil	The index for the category “Fuel Oil” in Table 5, Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry)
(2)	0.70	Electricity	The index for the category “Electricity” in Table 7 COICOP Division 04 Housing, Water, Electricity, Gas and Other Fuels of the Consumer Price Index, published by the CSO.
(3)	0.10	Gas Oil (other than autodiesel)	The index for the category “Gas Oil (other than autodiesel)” in Table 5 Wholesale Price Indices (excluding VAT) for Energy Products (i.e. Fuels purchased by Manufacturing Industry) for Gas Oil (other than autodiesel)
Total	Must equal 1.00		

Part 3: Labour Categories and Weightings

In respect of the **Labour** Categories identified below the following weightings, (the total of such weightings shall amount to a factor of one (1)) apply.

	Weighting	Sectoral Employment Order applicable to workers in the
(1)	1.00	Construction Sector (as defined in the applicable sectoral employment order)
(2)	0.00	Mechanical Engineering Building Services Contracting Sector (as defined in the applicable sectoral employment order)

Tender and Schedule for Public Works Contract for MINOR Building or Civil Engineering Works Designed by the Employer

(3)	0.00	Electrical Contracting Sector (as defined in the applicable sectoral employment order)
Total	Must equal 1.00	

Performance Bond¹

(Clause 1.5 of PW-CF1 to PW-CF5 inclusive)

Bond No.

BOND AMOUNT: €

THIS BOND is made on **BETWEEN**

1. *The **Contractor***

*Registered office of
Contractor*

2. *The **Surety***

Registered office of Surety

and

3. *The **Employer***

Principal office of Employer

BACKGROUND

A. The Employer and the Contractor have or will enter into a contract for

Description of Works

(the **Contract**).

B. The Contractor has agreed to furnish a performance bond to the Employer.

C. Terms defined in the Contract have the same meaning in this Bond.

IT IS AGREED AS FOLLOWS:

1. If the Contractor's obligation to complete the Works is terminated under clause 12.1 of the Conditions the Surety will, subject to this Bond, pay the Employer any amount for which the Contractor is liable under clause 12.2.11 of the Conditions.
2. If the Contractor breaches the Contract the Surety will, subject to this Bond, pay the Employer any amount for which the Contractor is liable to the Employer as damages for breach of the Contract, as established under the Contract, taking into account all sums due to the Contractor under the Contract.
3. The liability of the Surety under this Bond will not exceed € . This amount will be reduced by half on issue of the Certificate of Substantial Completion of the Works under the Contract.

¹ If the Contractor and/or Surety is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

4. No alteration in the Contract or in the extent or nature of the works to be done under it, and no allowance of time under the Contract, and no forbearance or forgiveness concerning the Contract by the Employer, will in any way release the Surety from liability under this Bond.
5. The Surety will be released from its liability under this Bond 450 days² after the certificate of Substantial Completion of the Works has been issued, except in relation to any breach by the Contractor or termination that has occurred before that date, written notice (including particulars of the breach or termination) of which has been given to the Surety earlier than 4 weeks after this expiry date.
6. The Contractor undertakes to the Surety to perform its obligations under the Contract. This undertaking does not limit any rights or remedies of the Employer or the Surety.
7. The Employer may, but is not required to, provide to the Surety a copy of any notice that the Employer gives to or receives from the Contractor under clause 12 of the Conditions.
8. The decision of a court or arbitrator in a dispute between the Employer and the Contractor will be binding on the Surety as to all matters concerning a breach of the Contract, termination under the Contract, and the Contractor's liability.
9. If the Surety is called on to pay the Employer's loss following a termination under clause 12.1 of the Conditions, the Surety may suggest a completion contractor to the Employer, provided the proposed completion contractor is acceptable to the Employer.
10. The Surety will not be liable under this Bond for a breach or termination caused solely and directly by war, invasion, act of foreign enemies, hostilities (whether war is declared or not), terrorism, civil war, rebellion, revolution, or military or usurped power.
11. The Employer may assign the benefit of this Bond, without the Surety's or the Contractor's consent, by giving written notice to the Surety.
12. This Bond is governed by and construed according to Irish law and the parties submit to the jurisdiction of the Irish courts to determine all matters concerning it.
13. Money payable by the Surety under this Bond will be paid in euro in Ireland.
14. The Surety appoints

Name of Agent

Address of Agent

as its agent for service of legal proceedings. The Surety confirms that the named agent has been irrevocably appointed and the failure of the agent to notify the Surety of receipt of a document will not invalidate any proceedings or the service of the document.³

² If not otherwise specified, read as 450 days.

³ An address in Ireland is required when the Surety does not have a registered office in Ireland.

Given⁴ under the Contractor's common seal

Affix Contractor's common seal

--

*Signatures of persons authorised
to authenticate the seal*

--

OR

Signed and delivered as a Deed by

Name of attorney

--

Signature of attorney

--

As lawful attorney of the Contractor under a power of attorney dated

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

⁴ If the Contractor and/or Surety is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

OR

Signed on behalf of

Name of Contractor

Signature of authorised person

OR (if the Contractor is an individual)

Signed and delivered as a Deed by

Name of Contractor

Signature of Contractor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Contractor

Signature of Contractor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR (if the Contractor is a joint venture, execution must be by each member, using the blocks below)

Joint Venture Member 1

Given under the common seal of

Name of joint venture member 1

Affix common seal

*Signatures of persons authorised to
authenticate the seal*

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

*As lawful attorney of joint venture member 1 under a power of attorney
dated*

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of joint venture member 1

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Joint Venture Member 2

Given under the common seal of

Name of joint venture member 2

Affix common seal

*Signatures of persons authorised
to authenticate the seal*

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

*As lawful attorney of joint venture member 2 under a power of attorney
dated*

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of joint venture member 2

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Joint Venture Member 3

Given under the common seal of

Name of joint venture member 3

Affix common seal

*Signatures of persons authorised
to authenticate the seal*

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

*As lawful attorney of joint venture member 3 under a power of attorney
dated*

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of joint venture member 3

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Given under the Surety's common seal

Affix Surety's common seal

--

*Signatures of persons authorised
to authenticate the seal*

--

OR

Signed and delivered as a Deed by

Name of attorney

--

Signature of attorney

--

As lawful attorney of the Surety under a power of attorney dated

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

Appointment of Project Supervisor¹

(PW-CF1 to PW-CF5 inclusive)

THIS AGREEMENT is made on BETWEEN

1.

The **Client**

Whose principal office is at
- and
2.

The **Project Supervisor**

Whose registered office is at

BACKGROUND

- A.

By a contract (the **Contract**) made on or about ², the Client, as employer, has appointed ³ as contractor (the **Contractor**) for

Name of Contract

(the **Works**).
- B.
- This Agreement is collateral to the Contract.
- C.
- Terms defined in the Contract have the same meaning in this Agreement. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

IT IS AGREED AS FOLLOWS:

1.

The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

and

⁴

(the **Project**).

¹ If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

² Date of letter of acceptance.

³ Insert “the Project Supervisor” or the name of the Contractor, as appropriate.

⁴ Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.
3. The Project Supervisor accepts the appointment.
4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.
5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.
6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clauses 3.6 and 3.7 of the Conditions of the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this Agreement and the Construction Regulations.
9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.
10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.
11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall give the Client all documents it prepares in the course of and for the purpose of performing its duties under this Agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this Agreement terminates, the Project Supervisor shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.
12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning it.

Given under the Client’s seal

Affix Client’s seal

*Signatures of persons authorised
to authenticate the seal*

OR

Signed on behalf of the Client

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness’s occupation

Witness’s address

Given under the Project Supervisor’s common seal

<i>Affix Project Supervisor’s common seal</i>	
<i>Signatures of persons authorised to authenticate the seal</i>	

OR

Signed and delivered as a Deed by

<i>Name of attorney</i>	
<i>Signature of attorney</i>	
<i>As lawful attorney of the Project Supervisor under a power of attorney dated</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness’s occupation</i>	
<i>Witness’s address</i>	

OR

Signed on behalf of

<i>Name of the Project Supervisor</i>	
<i>Signature of authorised person</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness’s occupation</i>	
<i>Witness’s address</i>	

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Rates of Pay and Conditions of Employment Certificate

(Clause 5.3.7 of PW-CF1 to PW-CF5 inclusive)

To:	<i>The Employer</i>		
	<i>Address of Employer</i>		
	<i>For the attention of</i>		
Date:			
From:	<i>The Contractor's Representative</i>		
Regarding:	<i>The Contract</i>		
	<i>Period of interim statement</i>	From	To

A Dhaoine Uaisle

We refer to the above Contract.

Terms defined in the Conditions of the Contract have the same meaning in this certificate.

The Contractor certifies that, in respect of the work to which the interim statement referred to above relates, clause 5.3 of the Contract has been observed by the Contractor and the employers of all work persons on the Site. This certification includes, but is not limited to, the following:

- the rates of pay and the conditions of employment (including in relation to pension contributions) of each work person comply with all applicable statutory provisions, and those rates and conditions have been no less favourable than those for the relevant category of worker in any sectoral employment orders, employment regulation orders or registered employment agreements implemented under the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act that have not otherwise been superceded)
- all wages and other money due to each work person have been paid in accordance with the Payment of Wages Act 1991 and have not been more than 1 month in arrears or unpaid
- payments due to be paid on behalf of each work person (including pension contributions, where applicable) have been paid
- all deductions from payments to work persons required by law have been made and paid on, as required by Law
- in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act, 2005 to 2014 and all employment law including the Employment Equality Act 1998 to 2005, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015, and regulations, codes of practices, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements implemented under those Laws have been observed.

Is mise, le meas

Signed by

<i>Name of Contractor</i>	
<i>Signature of Contractor i.e. Contractor's Representative</i>	

Document Transmittal - Document Issue Sheet - Transfer of Documents

Project name		Project number: 26043	
National Sculpture Factory		TENDER	

Building Address: Albert Road, Cork City.	Day
	Month
	Year

Date of issue	
17	12
07	08
26	26

If information nominated in this document is not received please notify JCA immediately

Reason for issue/ Document type/ Comment	
P=Paper, C=Colour print, D=Disc, E= Electronic, EP= Electronic PDF, ED=Electronic PDF/Dwg	
A=Approval, C=Construction, T=Tender, X=Info, P=Preliminary, AB= As Built	
Initials	Issued by
DD=DAD Collaborator(pdf & dwg zip), C=Courier, Y=Your courier,	Sent by
M=Mail, A=Air express, H=Hand, F=Fax, ET=Email,	
WE=WEtransfer	

EP	EP
T	T
RD	RD
ET	ET

Issued to	Attention
MCOR - Quantity Surveyor	Tony O'Regan

Number of copies	
01	01

Document title	Scale	Sheet	Document No.
DRAWINGS			
Site of Possession	250	A3	AR-003
Proposed Ground Floor Plan	100	A2	AR-100
Proposed Roof Plan	100	A2	AR-101
Proposed Sections	100	A2	AR-200
Proposed Elevations	100	A2	AR-300
Detail Drawings	VRS	A1	AR-400
Survey Drawings	100	A1	SY-100
SPECIFICATION			
Conservation Specification	N/A	A4	RP-001

Revision/Issue Number	
4.0	
4.0	
4.0	
4.0	
4.0	
4.0	
1.0	
0.0	