

Project:

Demolition of Existing Single Storey
School Building and Site Clearance
Works

At

Ardscoil Mhuire, Corbally Park,
Corbally, Limerick.

For

Catholic Education | an Irish Schools
Trust (CEIST)

Project Particulars**Date:**

August 2025

Contents

1.	Project, Parties and Consultants	4
2.	Form of Contract, Tender & Schedule	5
3.	Description of the Site.....	8
4.	Drawings and other documents.....	8
5.	Statutory Obligations, Fees and Charges	8
6.	Obligations and Restrictions imposed by the Employer	9
7.	Work by Others Engaged Directly by the Employer	11
8.	Works Supervision & Co-ordination	11
9.	Administration and Site Meetings	12
10.	Protection of the Works	13
11.	Setting out the works.....	13
12.	Temporary Works & Stability	14
13.	General Facilities and Obligations	14
14.	Quality, Samples & approval	15
15.	Un-fixed Works Items	17
16.	Notices	17
17.	Records.....	18
18.	Freedom of Information	19
19.	Rules of Measurement & Limitations of the Pricing Document	19
20.	Safety Health and Welfare at Work Provisions	19
21.	Preliminary Health and Safety Plan.....	21
22.	Construction Stage Plan; Method Statement & Programme	21
23.	Insurances.....	21
24.	Project Supervisor Construction Stage	22
25.	Covid-19 Work Practices and Mandatory Site Closure	22
26.	Performance Bond.....	23

PROJECT PARTICULARS – CATEGOREIS AND PRICING DOCUMENT:

Categories:

The Project Particulars are categorised under five headings, namely:

- 1 – General Project Particulars
- 2 – Insurances
- 3 – Project Supervisor Construction Stage
- 4 – Performance Bond
- 5 – Covid-19 Work Practices and Mandatory Site Closure

Pricing Document:

The Pricing Document [Volume C] has been sub-divided into the following locations. Each location has **Element Collection** pages and the total from the element collection pages should be brought forward to the **Location Summary**. The total from the Location Summary should be brought forward to the **General Summary** page in the Pricing Document:

- Location 1 – Preliminaries, Insurances, PSCS & Covid 19
- Location 2 – Performance Bond
- Location 3 – Site Works

1. GENERAL PROJECT PARTICULARS

1. Project, Parties and Consultants

PROJECT TITLE AND LOCATION: Demolition of Existing Single Storey School Building and Site Clearance Works at Ardscoil Mhuire, Corbally Park, Corbally, Limerick.

THE WORKS: The works will consist of the demolition of the existing, vacated, single storey Ardscoil Mhuire school buildings on site, including all permanent and ancillary structures, existing footings and hardstanding within the site; as well as the removal of all disused on-site drainage systems and utility services, including any existing underground attenuation tanks, all in advance of a new multi- storey school building on site. The total area of buildings to be demolished is 3,101m².

EMPLOYER AND CONSULTANTS: are as is outlined hereunder:

EMPLOYER	EMPLOYER'S REPRESENTATIVE & ARCHITECT
Catholic Education an Irish Schools Trust Summit House, Embassy Office Park, Kill, Naas, Co. Kildare	Coady Architects Mount Pleasant Business Centre, Mount Pleasant Avenue, Dublin 6
Tel: 061 6510350	Tel: 01 4976766
QUANTITY SURVEYOR	CIVIL & STRUCTURAL ENGINEER
Rogerson Reddan & Associates Park House, Arthur's Quay, Limerick	O'Connor Sutton Cronin Consulting Engineers North Point House, New Mallow Road, Cork
Tel: 061 410441	Tel: 021 2355816
SERVICES ENGINEER	PROJECT SUPERVISOR DESIGN STAGE
Semple & McKillop Ltd. Unit 6, Drumillard Retail Park, Monaghan Road, Castleblayney, Co. Monaghan	Turner Townsend 1 st Floor, 1GQ, Georges Quay, Dublin 2
Tel: 042 9749570	Tel: 01 4003300

2. Form of Contract, Tender & Schedule

FORM TYPE AND CONDITIONS OF CONTRACT: Public Works Contract for Building Works

Designed by the Employer (document ref. PW-CF6 v.1.15). The Contractor shall be deemed to have read and be familiar with the Conditions and to have included either opposite the Clause heading or elsewhere in his Tender for the cost of carrying out the obligations thereby imposed upon him.

EXECUTION: The Contract will be executed under seal.

CLAUSE HEADINGS & AGREEMENT: Provide for complying in all respects with the Articles of Agreement (Form A2) and Conditions of Contract as described hereunder:

1.	This Contract	1
2.	The Site, starting and completing the Works	3
3.	The Works	4
4.	The Price and payment	6
5.	Representations and communications	8
6.	Contractor's Personnel	8
7.	Pay and condition of employment of workers	8
8.	Loss and damage to the Works	10
9.	Indemnity for claims and damage	10
10.	Insurance	11
11.	Property	12
12.	Termination	12
13.	Ethics in Public Office	13
14.	Project Supervisor for the Construction Stage	13
15.	Law, jurisdiction and disputes	14
16.	Covid-19 Mandatory Closure	14
17.	Limit on Liability	15
18.	Price Variation	16

FORM OF TENDER AND SCHEDULE: Refer to VOLUME B. Refer hereunder for insertions made by the Client in Schedule Part 1:

Tender & Schedule for Public Works Short Form of Contract

FORM OF TENDER

To	The Employer	Catholic Education an Irish Schools Trust (CEIST)
	Address of Employer	Summit House, Embassy Office Park, Kill, Naas, Co. Kildare
	For the attention of ¹	Maeve Mahon
	Regarding ²	Demolition of Existing Single Storey School Building and Site Clearance Works at Ardscoil Mhuire, Corbally Park, Corbally, Limerick, V94 X47D.
Date		

A Dhaoine Uaisle

We have examined and understand the Conditions of the *Short Public Works Contract* and the documents listed in the attached Schedule. We offer to complete the Works on the terms of and in conformity with that contract for the lump sum of

	euro ³ excluding all VAT ⁴ ,
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as adjusted in accordance with the Contract.

If included in the attached Schedule or elsewhere in the attached documents, we also offer to accept appointment as project supervisor for the construction stage on terms required by the Contract if appointed as Contractor for the Works.

In consideration of you providing us with the contract documents, we agree not to withdraw this offer until the latest of:

- (a) 120⁵ days after the end of the last day for submission of this Tender
- (b) expiry of at least 21 days written notice to terminate this Tender given by us, which may not issue prior to the expiry of the period at (a)

Tender & Schedule for Public Works Short Form of Contract

SCHEDULE

Clause		
1.1	Employer's Representative	Shane Meehan / Coady's
	Time for Completion	120 days, starting on the day this Contract comes into effect or as stated in another contract document
1.3	Other documents in the Contract	
1.10	Performance Bond	is required
		The amount of the performance bond is to be 12.5% ⁷ of the Price (as stated in the accepted tender) up to issue of the certificate of the date that the Works are substantially complete, and 6.25% ⁸ of the Price (as so stated) for the subsequent period stated in the form of bond.

Project Particulars

2.6	Rate of liquidated damages	€500 per day
2.8	Weather station	Shannon Airport
3.15	Defects Certificate issued	Between 12 and 13 months after the date on which the Works are certified substantially complete.
4.1	Interim payment	Monthly 90% of the value of Works completed and materials delivered to the Site with title vested in the Employer to the Employer's satisfaction
	Percentage of Price to be paid after Employer certifies the Works are substantially complete	95%
4.2, 4.3	Time for payment	10 working days after Employer receives invoice for certified sum
10.3	Minimum indemnity limit for public liability insurance.	€6,500,000 for any one event. (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 employer's liability insurance	€13,000,000 for any one event
10.4	Maximum levels of excess for	
	■ insurance of the Works and goods and materials for the Works	€6,500
	■ public liability	€6,500 ⁹
	■ employer's liability	€6,500 ¹⁰
12.3	Percentage of the unpaid portion of the Price to be paid if Employer terminates, clause 12.2 does not apply, and Employer appoints another contractor within 12 months.	4%
14	Project Supervisor	Contractor is to be appointed as Project Supervisor for the Construction Stage.
15.2, 15.3	Body to appoint conciliator, if not agreed	The Royal Institute of the Architects of Ireland
	Person to appoint adjudicator, if not agreed	Chairperson of the Panel of Adjudicators
17.1	Subject to clause 17.2 of the Conditions, the monetary amount of the Contractor's liability to the Employer under or arising out of this Contract shall not exceed the amount stated here ¹¹ .	€[1,000,000.00] ([] euro)
18	Table of Material Categories to apply for Clause 18 Price Variation:	Table 1A ("All Materials" category only) applies

3. Description of the Site

DESCRIPTION OF THE SITE: The site consists of a vacated Single Storey School Building including all permanent and ancillary structures, at Ardscoil Mhuire, Corbally Park, Corbally, Limerick

SITE VISIT: The Contractor must before tendering ascertain the nature of the site and all local conditions and restrictions likely to affect the execution of the works. Site visits may be made during normal working hours but only after making prior arrangements with the Employer's Representative.

4. Drawings and other documents

DRAWINGS from which the Pricing Documents/Schedule of Rates have been prepared are as listed in the Works Requirements and Appendix A of the Pricing Document. Do not scale from drawings. Obtain from Employer's Representative any dimensions required but not given in figures on the drawings. Copies of drawings additional to those provided for in the Contract shall be provided at the Contractor's expense. Keep one copy of all contract drawings on the site at all times.

5. Statutory Obligations, Fees and Charges

STATUTORY OBLIGATIONS: Comply fully with all current statutory requirements.

Any fees and charges payable to the Local Authority or other bodies in respect of the Contractor constructing the works shall be included by the Tenderer.

Temporary connections may be made, by prior arrangement, to Clients existing services; meter same and agree readings with Clients Services Engineers before works start and again on Substantial Completion.

TEMPORARY UTILITY CONNECTIONS: The Contractor is to arrange their own temporary utility connections as required.

TAX CLEARANCE: It will be a condition for the award of this contract that the successful tenderer will provide their reference number and access number for Revenue.ie to verify their tax clearance certificate online. The tax clearance certificate procedures will apply to the main contractor to all sub-contractors including labour only sub-contractors irrespective of the value of any sub-contracts.

VALUE ADDED TAX (VAT): The tender shall be submitted on a VAT EXCLUSIVE basis. Tenderers are referred to the General Summary in the Pricing Document, where they shall list separately the value items included in the tender that are subject to Zero rate VAT, Reduce Rate VAT (13.5%) and Standard Rate VAT (23%).

WORKMEN: Provide for all costs in respect of all workmen for: Insurance under Workmen's Compensation, Employers Liability, National Health, Unemployment, Conditions of Employment, Widows and Orphans Pensions and Fatal Accidents Acts and other Statutory Acts in force affecting the works at the date of tender. Include for Pensions, Annual Public Holidays, Industrial Training Levies, Travelling time, expenses, fares and transport, Guaranteed time, Non-

productive time and other expenses in connection with over-time, incentive and bonus payments.

CONSTRUCTION MANAGEMENT AND DELIVERY PLAN (CMDP): Prior to commencing the works the Contractor is to prepare a Construction Management & Delivery Plan for the demolition works. The contractor shall submit a draft copy of the plan to the ER for comment prior to submitting to the local authority. The CMDP should comply with all relevant conditions as per the Planning Conditions as included in Volume D: Additional Information.

CONSTRUCTION & DEMOLITION WASTE MANAGEMENT PLAN: Prior to commencing the works the Contractor is to prepare a site-specific Construction & Demolition Waste Management Plan. The plan shall be prepared, submitted and agreed in writing with the Local Authority prior to the starting date.

6. Obligations and Restrictions imposed by the Employer

ACCESS TO THE SITE: Entry and exit to the site shall be as indicated on Architect's Site Plans. The Contractor shall provide 1no. full time banksman to be positioned at the site entrance at all times. All parking for site operatives must be contained within the site boundary. No site operatives are permitted to park on adjoining roads, laneways or driveways at any time. It is the responsibility of the Contractor to inform all site personnel of this restriction. The queuing or parking of any demolition vehicles on the public roads is strictly prohibited.

Refer to the works requirements for further details.

ROAD SWEEPING & WHEEL WASHING: Ensure all Public roadways are clean and free of all dust, excavated material, construction materials, etc. The Contractor is required to check the Public roadways on a daily basis and provide necessary road sweeping, wheel washing facilities and general washing down of all plant, trucks, machinery, etc. prior to exiting the confines of the site.

If the Contractor constructs a wheel wash facility, it must be positioned close to the construction entrance/exit. The water supply connection point for the wheel wash shall be agreed with Irish Water and the School. A water meter shall be attached to the wheel wash facility and the Contractor shall reimburse the School for any water usage charges. A water supply may also be needed to dampen the spoil material if it gets dry and wind causes dust to be blown into neighbouring residential areas.

USE OF SITE: Do not use the site for any purpose other than carrying out the works.

LIMITATIONS OF WORKING SPACE: The Contractor shall restrict his working area as indicated on the Architect's Site Plan.

ADVERTISING: Do not display or permit advertisements to be displayed on the site without consent of the Employer's Representative.

WORKING HOURS: No work is to be executed outside normal working hours without the prior consent of the Employer's Representative. Normal working hours shall be strictly taken to mean: 8.00am to 8.00pm Monday to Friday and 8.00am to 4.00pm on Saturdays, or on Sundays or Public Holidays.

OVERTIME WORKING: Deviation from these times will only be allowed in exceptional circumstances where prior written approval has been received from the Local Authority. Such approval may be given subject to conditions pertaining to the particular circumstances being set by the Local Authority. Concealed work executed during over-time for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.

Should the working of overtime be necessary in order to complete the works by the date agreed, no extra payment to the Contractor will be allowed for same, and the prior consent of the Employer's Representative should be sought.

MAINTENANCE OF EXISTING SERVICES: The Contractor is to ensure existing services remain in full functioning order during the construction works. This may include temporary and permanent diversion of services in, on or under the works. The Contractor shall protect and maintain all overground and underground services encountered during the execution of the works. The Contractor shall make good any damage at their own expense and pay any costs or charges in connection therewith.

NOTIFY SERVICE AUTHORITIES: Notify all service authorities of proposed works not less than one week before commencing site operations. Before starting work check positions of existing services. Observe local and/or service authority's recommendations for work adjacent to existing services. Adequately protect, uphold, maintain, and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or private owners, or the Employer's Representative as appropriate. If any damage to services results from the execution of the Works, notify the Employer's Representative and appropriate service authority. Arrange for the work to be made good without delay to the discretion of the services authority or private owner as appropriate. Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.

TEMPORARY ACCOMMODATION AND FACILITIES FOR THE USE OF THE EMPLOYER INCLUDING HEATING, LIGHTING, FURNISHING AND ATTENDANCE: The Contractor shall provide a suitable temporary office for the Employer's Representative, or others acting on behalf of the Employer. The office should be of sufficient size to facilitate site meetings and seat 8 people. Allow for all necessary lighting, heating, water and attendance. The office is to be weatherproof and soundly constructed with strong doors (complete with heavy duty locks) and glazed sashes and is to be furnished with suitable chairs, stout desks with locked drawers, tables and plan chests, drawing board and provided with a separate w.c. and suitable washing facilities.

TEMPORARY ACCOMMODATION AND FACILITIES FOR THE USE OF THE ECOLOGICAL CLERK OF WORKS INCLUDING HEATING, LIGHTING, FURNISHING AND ATTENDANCE: The Contractor shall provide a suitable temporary office circa 12sqm for the Ecological Clerk of Works acting on behalf of the Employer. Allow for all necessary lighting, heating, water and attendance. The office is to be weatherproof and soundly constructed with strong doors (complete with heavy duty locks) and glazed sashes and is to be furnished with suitable chairs, stout desks with locked drawers, small meeting table and two filing cabinets, drawing board and provided with a separate w.c. and suitable washing facilities.

DILAPIDATION SURVEY TO PUBLIC ROADS, STREETS AND STRUCTURES: The contractor shall provide a fully detailed dilapidation survey of all adjacent public road, street and structures prior to commencement of the demolition works. The surveys shall be completed by a suitably qualified engineer and presented to the Employer's Representative prior to works commencing, and then subsequently again prior to completion of the demolition works.

DILAPIDATION SURVEY TO ADJACENT PROPERTIES: The contractor shall provide a fully detailed dilapidation survey of all adjacent residential properties bounding the southwest and southeast of the site before works commence and on completion to check for any movement of the structure of the buildings. The surveys shall be completed by a suitably qualified engineer and presented to the Employer's Representative prior to works commencing, and then subsequently again prior to completion of the demolition works.

CARE OF THE WORKS: The Contractor shall have full responsibility for the care of the works in accordance with Contract Requirements.

7. Work by Others Engaged Directly by the Employer

The Employer may engage specialists to carry out works not included in the contract. These works will be paid for directly by the Employer. The Contractor shall allow for providing general facilities and obligations as described in section B4 of ARM4 for these specialists.

8. Works Supervision & Co-ordination

SUPERVISION: The Contractor is responsible for the co-ordination, supervision and administration of the works, including all domestic sub-contracts. Arrange and monitor a programme with each Sub-Contractor, Supplier, Local Authority and Statutory undertaker and obtain and supply information as necessary for co-ordination of the work.

CONTRACTOR'S REPRESENTATIVE & SUPERVISOR: The Contractor shall appoint before the starting: (a) a representative with full authority to act on behalf of the Contractor in all matters concerning the contract and (b) a full-time supervisor of all the contractor's activities on site, with full authority to receive instructions and other communications on behalf of the contractor in all matters concerning the contract.

SPECIAL (FOREMAN): Notwithstanding Cl. 5.2 of the contract, the Contractor is required to retain a full-time foreman on site for the entire duration of the project from commencement to practical completion. The foreman must be a skilled tradesman.

The foreman is to maintain a site logbook, in which the dates and hours of work of all operatives, including sub-contractors, are accurately recorded and this logbook shall be available at all times for inspection by the Employers Representative.

SPECIAL (BANKSMAN): The Contractor is required to retain a full-time Banksman on site for the entire duration of the project from commencement to practical completion. The Banksman must be a skilled tradesman.

Additional Banksmen is at the discretion of the Contractor. Refer to site access Requirements.

PERSON IN CHARGE: Give maximum possible notice to the Employer's Representative before changing the foreman-in-charge or site agent.

CO-ORDINATION: The Contractor shall have responsibility for performing the overall co-ordination. The Contractor shall assign to this task, staff with proven knowledge and experience of building services to ensure that all activities are successfully completed.

9. Administration and Site Meetings

SITE MEETINGS: Hold regular site meetings as necessary for the proper management and co-ordination of the Contract and as required by the Employer's Representative. Meetings will normally be held fortnightly. Attend all meetings and inform sub-Contractors and suppliers when their presence is required. Notify all consultants. The chair will be taken by the Employer's Representative. Minutes will be taken and distributed by the Employer's Representative. Hold meetings with appropriate Sub-Contractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

DOCUMENTS: Not Applicable

SPECIAL: The contractor shall keep on site copies of all design team members' drawings maintained either on a metal binder clip or pinned to the walls of the office for the entire duration of the contract.

PROGRESS REPORTS: Provide Contractor's detailed Progress Reports at least two days in advance of the start of each site meeting.

NOTICE AND TIME FOR EMPLOYERS OBLIGATIONS: In accordance with Clause 4.11 of the Contract the Contractor shall give the Employer's Representative at least 10 working days advance notice of the date by which the Contractor requires any instructions that the Employers Representative is to give.

10. Protection of the Works

SITE SECURITY: Adequately safeguard the buildings from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the works, and adjoining property, including the provision of clearly identifiable site perimeters and surroundings.

Site hoarding shall be installed as per works requirements and is to remain in place upon completion of the works. Refer to Architect's drawing 1004, Engineer's drawing 0530 and specifications for details.

PROTECTION OF THE PUBLIC: Provide 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.

SECURITY AT COMPLETION: Leave the works secure with all access locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule by Employer as receipt.

INCLEMENT WEATHER: Adequately protect the works and materials on site from damage by weather. Use all reasonable and approved building aids and methods to prevent or minimise delays during adverse weather conditions. Notify the ER of all time lost due to exceptionally inclement weather. Record and details to provided to the ER.

STORM / SURFACE WATER: Prevent damage from storm and surface water including all necessary pumping to keep the surface of the site and the excavations free of surface water and ground water.

ADJOINING PROPERTY: Take all precautions to prevent damage to adjoining properties. Particular care must be taken to ensure no trespass, damage or nuisance is occasioned to adjoining properties.

EXISTING FEATURES: Prevent damage to existing fences, gates, walls and other site features, which are to remain in position during the execution of the works.

TREES, SHRUBS AND LAWNS: Protect from damage during the execution of the works all trees and shrubs on the site which have been scheduled for retention. Replace all damaged trees, shrubs and lawns with well-established growths guaranteed for a period of twelve months after planting.

11. Setting out the works

BENCHMARK: Establish a master benchmark on the site for the duration of the contract.

SETTING OUT: The Contractor shall check the setting out of the works and satisfy himself that it is correct before commencing any work on site. The Contractor shall inform the Employer's

Representative of any discrepancies. The checking of any setting out line or level by Employer's representatives shall not relieve the Contractor of his responsibility for the correctness thereof.

Allow for setting up temporary bench mark and 30 metre grid or alternatively if shown upon drawings allow for setting out baselines and establishing permanent markers.

EXISTING LEVELS: The Contractor shall signify in writing his agreement to the correctness of the existing ground levels, as indicated on the drawings before the commencement of the works and before the existing ground is disturbed. If the Contractor is of the opinion that existing ground levels vary from those shown on the drawings he shall immediately seek instructions and clarification from the Employer's Representative. Failure by the Contractor to comply with this requirement will be taken to indicate there is no divergence between existing levels and those shown on the drawings. Unilaterally prepared records will not be accepted after the completion of excavation works concerned.

12. Temporary Works & Stability

GENERALLY: Provide, adjust as necessary, maintain and remove on completion all temporary works for the completion of the project complying at all times with statutes, regulations and best practice.

STABILITY: Accept responsibility for the stability and structural integrity of the works during the Contract, and support as necessary. Prevent overloading. Provide and maintain during the execution of the works all shoring, strutting, needling and other supports as may be necessary to preserve the stability of the building, whether new or existing, on the site or adjoining that might be endangered or affected by the works.

13. General Facilities and Obligations

NUISANCE: Take all necessary precautions to prevent nuisance from noise, smoke, dust, rubbish and other causes.

PLANT ITEMS: Allow for bringing to site and removing on completion all plant, tools and vehicles required for the works. Allow for maintaining on site for the duration of the works all plant, tools and vehicles required for the duration of the works.

PLANT RECORD: Provide each week for verification by the Employer's Representative a record showing the number, type and capacity of all mechanical and power operated plant employed on each day of that week.

SCAFFOLDING: Bringing to site; erecting; removing on completion. Adjusting and maintaining on site for the duration of the works.

TRANSPORT: Provide for transport for work people.

WATER FOR THE WORKS: Contractor to make all arrangements and pay all utility bills associated with the provision of water for the works.

TEMPORARY LIGHTING AND POWER FOR THE WORKS: Contractor to arrange for the temporary power supply for the works and pay all utility bills associated with temporary power. Provide temporary lighting for the works.

TEMPORARY ROADS: Provide as necessary all Temporary Roads, hard standings, crossings and similar items.

TEMPORARY ACCOMMODATION: Provide temporary accommodation for use by the Contractor.

TEMPORARY STORAGE: Provide for temporary storage for materials including separate storage for dangerous materials \ substances.

TEMPORARY VOICE & DATA COMMUNICATIONS: Provide temporary voice and data communications systems for use by the Employer and Contractor and pay all charges in connection therewith

TRAFFIC REGULATIONS: Allow for compliance with all traffic regulations in place.

WELFARE FACILITIES: Provide welfare facilities for work people in compliance with the fourth schedule of the Safety \ Health & Welfare at Work [Construction] Regulations.

14. Quality, Samples & approval

MATERIALS AND WORKMANSHIP: All materials are to be the best of their respective kinds and where possible and practicable are to be of Irish manufacture or origin. Where hardwoods are used, they must be from a sustainably managed approved source. All construction products must comply with the Construction Products Regulation (EU) Nr. 305/2011. All products which are subject to the Construction Products Regulation must be CE marked and supplied with a Declaration of Performance. All unfixed materials shall be carefully stored on-site in accordance with manufacturers or agent's recommendations. All workmanship shall comply with current Irish Standard Code of Practice or equivalent standard and in accordance with IS/EN 9000 / EN 29000 quality system management and in accordance with latest Building Regulations.

STANDARDS: For products and materials specified to an Irish, British or EC Standard obtain certificates of compliance from the manufacturers when requested by the Employer's Representative.

WORKMANSHIP: To be carried out by or under the close supervision of experienced tradesmen skilled in the particular type of work.

LEGISLATION AND BUILDING REGULATIONS: It shall be the Contractor's responsibility to ensure the work complies with all current legislation and with the Building Regulations. See section 20 below for compliance with the requirements of the Building Control (Amendment) Regulations.

GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully specified they are to be suitable for the purpose of the works stated in or reasonably to be inferred from the contract documents and in accordance with good building practice, including the relevant provisions of current IS, EC or BS documents.

OR EQUIVALENT: Where the phrase "equivalent" appears in this document this shall be taken to mean that the alternative material being proposed as a substitute meets in every way the standards and quality achieved by the specified material.

MANUFACTURERS RECOMMENDATIONS: Submit copies to the Employer's Representative when required, store, repair and use or fix each product in accordance with the manufacturers printed or written recommendations / instructions. Inform the Employer's Representative if this conflict with any other specified requirement. The recommendations / instructions are those which are current ten working days before the date of tender. If they change between tender and construction, inform the Employer's Representative and obtain instructions before ordering materials or starting work.

PRODUCTS: To be new unless otherwise specified. Ensure that the whole quantity of each product and material required to complete the work is of consistent kind, size, quality and overall appearance. Handle, store and fix products with care to ensure that they are not damaged when incorporated into the work.

SINGLE SOURCES: Where a choice of manufacturer or source of supply is allowed for any particular product or material, the whole quantity required to complete the work must be of the same type, manufacture and/or source. Do not change without approval. Produce written evidence of sources of supply when requested by Employer's Representative.

APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junction and that the finished work has a well aligned, true and regular appearance. Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals of the appearance of the relevant aspects of the partially finished work as early as possible.

MOCK-UPS: The Contractor will be required to provide mock-ups for inspection by the Employer Representative. The extent of the mock-up is as the Architect's Documents.

TECHNICAL LITERATURE: Copies of Manufacturers literature relating to all products to be used in the works must be kept on site readily accessible for reference by all supervisory personnel.

MAINTENANCE INSTRUCTIONS AND GUARANTEES provided by product and equipment manufacturers to be handed over to the Employer's Representative on or before substantial completion.

SAMPLES: Where approval of products or materials is specified submit samples or other evidence of suitability. Do not confirm orders or use materials until approval has been obtained. Retain approved samples on site for comparison with products and materials used in the works. Remove when no longer required. Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the works. Retain approved samples on site for comparison with the works. Remove samples which are not part of the finished works when no longer required.

QUALITY AND TESTING: The Contractor is to ensure that all materials and goods that are works items are fit for the purpose for which they are normally used. The Contractor shall carry out all testing in compliance with Clause 3 of the Contract. Provide all apparatus, materials and transport required for testing.

SHOP DRAWINGS: The Contractor is required to provide shop drawings for Employer Representative's approval prior to manufacture.

DOCUMENTS FOR APPROVAL: Any documents required by the specification to be provided for Architect's approval, must be done so on paper, in duplicate, and the cost of same is to be borne by the issuing party. This is also to apply to specialist contractors.

APPROVALS: Where and to the extent that products, materials or work are specified to be approved or the Employer's Representative instructs or requires that they are to be approved the same must be supplied and executed to comply with all other requirements in respect of the stated or implied characteristics either to the express approval of the Employer's Representative or to match a sample expressly approved by the Employer's Representative as a standard for the purpose. Inspection or any other action by the Employer's Representative must not be taken as approval of materials, products or work unless the Employer's Representative so confirms in writing in express terms referring to date of inspection, part of the work inspected, respects of characteristics which are approved, and any associated conditions.

15. Un-fixed Works Items

UNFIXED WORKS ITEMS: Unfixed Works items shall be paid for in accordance with the Contract.

16. Notices

Comply with all notice requirements as stipulated in the contract conditions.

COMMENCEMENT OF WORK: Inform the Employer's Representative at least five working days before the proposed date for commencement of work on site.

NOTICES: The Contractor shall give twenty-four hours' notice to the Employer's Representative before placing foundations, laying drains, filling trenches, pouring reinforced concrete and otherwise proceeding with operations which will cover and conceal work, to afford him an opportunity of investigating, inspecting or testing the work. Approvals given will not relieve the Contractor from full responsibility for the quality of the work throughout.

NOTICE OF COMPLETION: Give the Employer's Representative at least three weeks notice of the anticipated dates of substantial completion of the whole or parts of the works.

MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up any work which the Quantity Surveyor may require to be measured.

CONSTRUCTION CONTRACTS ACT 2013: The Contractor shall comply with the Main Contractor requirements as set out in the Construction Contracts Act 2013 and shall include for all costs associated with same. The "payment claim date" shall fall within the final full calendar week of each month for the duration of the Contract until the certificate of Substantial Completion is awarded. Rogerson Reddan will act as an "Other Party" for the purpose of responding to the payment claim notice in accordance with sub-clause 4(3)(a) of the Act.

WASTE DISPOSAL: Before site clearance commences, the Contractor shall submit proposals for the off-site disposal of waste excavation material, which shall only be disposed of to a site which has a current waste licence or waste permit in accordance with the Waste Management Act 1996. Details shall be submitted to and agreed in writing with the Local Authority. The prices and rates shall include for any costs arising from the Contractor's obligations under the Waste Management Act or any other environmental legislation, with particular regard to the holding, transport and disposal of waste arising from the carrying out of the works.

17. Records

LABOUR RECORD: Provide each week for verification by the Employer's Representative a record showing the number and description of craftsmen, labourers and other persons employed on or in connection with the works on each day of that week, including those employed by domestic Sub-Contractors. Names and PRSI numbers of all people employed on or in connection with the works including those of domestic Sub-Contractors shall be furnished to the Employer's Representative on request.

PLANT RECORD: Provide each week for verification by the Employer's Representative a record showing the number, type and capacity of all mechanical and power operated plant employed on each day of that week.

DELAY AND EXTENSION OF TIME: The Contractor shall provide the Employer's Representative with full details of delays in accordance with Clause 9.3 of the Contract.

THERMOMETERS: Provide on-site and maintain in accurate condition: 1. A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location. 2. A thermometer for measuring concrete and ground temperatures.

CLIMATIC CONDITIONS: Keep an accurate record of: - Daily and minimum air temperatures (including overnight). - Number of hours per day in which work is prevented by inclement weather.

PAY AND CONDITIONS OF EMPLOYMENT: Contractor to comply with the requirements of Clause 7.

WEEKLY LABOUR RECORDS: Contractor to provide details to Employers Representative.

18. Freedom of Information

FREEDOM OF INFORMATION: Information in relation to this tender may be made available on demand in accordance with Freedom of Information Act 1997. You are asked to consider if any of the information supplied by you in this (tender) should not be disclosed because of its sensitivity. If this is the case, you should, when providing the information, identify same and specify reasons for its sensitivity.

19. Rules of Measurement & Limitations of the Pricing Document

The pricing document is generally based on the Agreed Rules of Measurement 4th Edition incorporating Department of Finance Amendments. Notwithstanding this, and in accordance with the conditions of contract, nothing in and no omission from the pricing document will limit the scope of the Works or the Contractor's obligations. The specification required is included in tender documentation Volume A – Works Requirements, and it is the responsibility of the tenderer to price the work in accordance with the requirements set out therein. It is also the responsibility of the tenderer to verify the quantities required for the satisfactory completion of the project in accordance with the Works Requirements.

MEASUREMENT: The units of measurement abbreviations in the Pricing Document are as follows:

M – linear metres
M2 – square metres
M3 – cubic metres
NR – number
T – tonne
ITEM – item
NOTE – note

20. Safety Health and Welfare at Work Provisions

Allow for compliance with all Safety, Health and Welfare at Work Provisions including the following:

- SAFE PASS and CONSTRUCTION SKILLS CERTIFICATES schemes.
- Safety Officers and all Safety Supervisors, First Aiders, Inspectors and Certifiers
- Testing and Certification of Plant and Equipment.
- Safety signs and signals.
- Provision of Personal Protective Clothing [PPC] and Personal Protective Equipment [PPE].
- Provision and maintenance of emergency access routes and exits and designated personnel responsible for emergency procedures.
- Energy Distribution Installations.
- Temporary fire detection and firefighting systems.

- 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.
- Disbursements arising from the employment of work people.
- Maintenance of public and private roads.
- Removing rubbish, protective casings and coverings and cleaning the works on completion.
- Compliance with waste management statutory requirements.
- Drying the works.
- 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.
- Control of noise, pollution and compliance with statutory obligations.
- Protection of the works.

COMPLIANCE WITH SAFETY HEALTH & WELFARE LEGISLATION: The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all safety Health and Welfare Legislation in connection with the works. The contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor in that capacity or in its capacity as PSCS shall notify the Employers Representative in Writing prior to the submission of his tender if he considers any requirement relating to the time for carrying out the works or any part of the works or the design of the work or specification of materials render work methods or procedures necessarily hazardous or in any way prevent the works from being safely carried out. The contractor shall bear all costs arising out of his failure to give notice of foreseeable matters in this regard.

AS BUILT DRAWINGS: The Contractor shall include for preparing and issuing to the Employer AS BUILT DRAWINGS for inclusion in the safety file.

MAKING GOOD AND BUILDERS WORK: The Contractor shall include for all associated builders works in relation to the installation works. The tendered prices/rates shall include for making good existing works, finishes, joinery, etc. that may be damaged by the new build works.

CO-ORDINATION: The Contractor shall coordinate arrangements between all contractors to ensure the provision, in writing, of such information as is necessary for the PSCS to complete the Safety File, and shall monitor the implementation of the arrangements and take any necessary corrective action as set out in the regulations.

PRELIMINARY HEALTH AND SAFETY FILE: The Contractor shall deliver the safety file to the PSDP at the end of the project in compliance with the PSDP's requirements.

21. Preliminary Health and Safety Plan

Refer to Volume D: Additional Information.

22. Construction Stage Plan; Method Statement & Programme

CONSTRUCTION MANAGEMENT PLAN & METHOD STATEMENT: The Contractor is responsible for preparing a Construction Management Plan and Method Statement. Ensure that all deliveries are coordinated and managed and ensure there is no queuing on public roadways and pedestrian footpaths. Ensure access routes are maintained at all times. A detailed method statement shall be provided, describing how the planning of works including pre-ordering of all materials are planned.

PROGRAMME: The contractor shall prepare a programme listing all trades and the start and finish dates of each stage of same. The programme submitted must be a detailed one, clearly setting out Critical Path; Floats and information flow requirements.

MONITORING: Review the programme once each week to take account of any circumstances which arise affecting the progress of the work. Produce a revised programme and submit copies to the Employer's Representative.

2. INSURANCES

23. Insurances

Refer to the Contract [Clause 10] and Form of Tender & Schedule [VOLUME B].

INSURANCES GENERALLY: From the date the Employer allows the Contractor to occupy the site, the Contractor must insure the Works and goods and materials for the Works against loss and damage. The Employer must be named as an insured. The insurance must be for the full reinstatement value of the property insured, including cost of demolition removal of debris, delivery, Employer's professional fees, profit, and inflation during the construction and reinstatement periods. The sum insured for professional fees must be at least 15% of the price. The Contractor must maintain this insurance until the Employer's Representative certifies the date the Works were substantially complete and must extend the insurance to cover loss and damage at the Contractor's risk until the Defects Certificate is issued.

PUBLIC LIABILITY: As stated in the Contract Conditions and the Requirements in Schedule [VOLUME B].

EMPLOYERS LIABILITY: As stated in the Contract Conditions and the Requirements in Schedule [VOLUME B].

PROFESSIONAL INDEMNITY INSURANCE: As stated in the Contract Conditions and the Requirements in Schedule [VOLUME B].

CONTRACTORS ALL RISKS: As Stated in the Contract Conditions and the Requirements in Clause 10.

LIAISING WITH BROKER: The Contractors insurance broker is required to liaise with the Clients insurance broker to verify insurance requirements as listed above, prior to commencement of any works.

3. PROJECT SUPERVISOR CONSTRUCTION STAGE

24. Project Supervisor Construction Stage

APPOINTMENT OF CONTRACTOR AS PSCS: The Contractor **SHALL** be appointed by the Client under a Collateral Agreement [Model Form 1_22] to the Main Contract as Project Supervisor for the Construction Stage, in respect of the project pursuant to the Safety, Health and Welfare at Work (Construction) Regulations 2013. The Contractor shall include all costs for the provision of the services of Project Supervisor for the Construction Stage.

INSURANCES ON PSCS SERVICE: The Contractor shall include for procuring that the insurance cover required to be obtained and maintained by the Contractor for the services of PSCS shall provide indemnity in respect of any claim for bodily injury or property damage which the Contractor may incur by reasons of the performance of the functions and duties of the Project Supervisor for the Construction Stage of the project.

LIAISING WITH BROKER: The Contractors insurance broker is required to liaise with the Clients insurance broker to verify insurance requirements as listed above, prior to commencement of any works.

4. COVID-19 WORK PRACTICES

25. Covid-19 Work Practices and Mandatory Site Closure

The following items relate to the Return to Work Safely Protocol (the Protocol) relating to Covid-19 Work Practices.

INFRASTRUCTURE AND WELFARE FACILITIES: The Contractor is to include for augmenting site infrastructure and welfare facilities such as toilets, canteen, isolation spaces, access, egress, and circulation routes in compliance with the Protocol.

CLEANING: Provide for additional cleaning measures in compliance with the Protocol.

COVID-19 SUPERVISOR: Allow for the provision of Covid-19 Supervisor in compliance with the requirements of the Protocol.

COVID-19 PPE: Provide Personal Protective Equipment (PPE) where necessary, in compliance with the Protocol.

SOCIAL DISTANCING: The Contractor is to comply with Social Distancing requirements in compliance with the Protocol.

NOTE: While it is expected that realistic prices will be included against preliminary items based on the items listed above, the contract sum will be deemed to include for the implementation of all measures – including hygiene, access, management, materials procurement and delivery, work sequencing and work practices required to construct the work safely and to minimise the risk of disease contagion for the Contractor's personnel, the Employer's Representative, Employer's Personnel and third parties visiting the site.

MANDATORY CLOSURE: Mandatory Closure Costs will be dealt with in accordance with Clause 16 of the Contract.

4. PERFORMANCE BOND

26. Performance Bond

A Performance Bond **IS** required. The amount of the Performance Bond shall be 12.5% of the Contract Sum, reducing to 6.25% after certification of Substantial Completion for the works for a subsequent period of 450 days. The Bond Company must be licenced / authorised to provide.

An opportunity to price the items listed above [Items 1 - 26] is given in Location 1 & 2 of the Pricing Document [VOLUME C].