VOLUME A
Works Requirements

for

Proposed Astro Pitch & Associated Works at Hanover Harps FC

prepared for

Hanover Harps FC

Brennan Associates

Strictly Private & Confidential

Project No. 2943

16th October 2026

Document Control

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1. Introduction / Notes to Tendering Contractors

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Introduction

Hanover Harps FC are seeking tenders for the above project.

The Proposed Contract is Short Public Works Contract – Reference PW-CF6 v1.15 25th November 2025. This contract comprises the documentation:

- The **Conditions of Contract** between the Employer and the Contractor including the **Schedule**, initially completed by the Employer as part of the tender documentation and completed by the Contractor and submitted with the tender. A copy of which is included in these tender documents.
- Other documents in the Contract as listed in the Schedule of Works Requirements.
- The **Pricing Document** – a schedule of rates / quantities included in Volume C and to be submitted with the tender.
- A **suite of model forms** for use during procurement and administration of the project including – Form of Appointment of Project Supervisor for Construction Stage, Contractors / Sub-contractors Certificates of Compliance, Form of Rates of Pay and Conditions of Employment, etc. Copies of which are included as part of the Works Requirements (Tender Document - Volume A).

This contract will be awarded on the basis of the most economically advantageous tender based on the proposals submitted. The client reserves the right to review all proposals and hence, the lowest compliant tender will not be chosen automatically.

In seeking tenders for this development, the client is in no way creating a financial obligation to the tendering contractors. Tendering contractors will not be remunerated for the expense which may be incurred in the making up of this tender.

1. Introduction / Notes to Tendering Contractors *(Cont'd)*

Notes to Tendering Contractors

1. Tenderers will be deemed to include for all work in connection with isolating services as necessary and liaising with the appropriate authorities including allowing authorities access to the site as necessary.
2. Any alteration, deletion or addition made to the text of this document may invalidate the tender.
3. The Tenderer is advised to visit the site, by appointment with the Employers Representative, before tendering and to acquaint themselves with the conditions affecting the execution of the works including local conditions, accessibility of Works and Site and any other matters that may affect this tender. The tender is deemed to include any costs arising from the foregoing as no claim for extra payment or extension of time to the contract period will be admissible due to want of knowledge or inadequate allowance.
4. In pricing the works Tenderers are deemed to have made full allowance for all works outlined in the Employers Requirements and indicated on the drawings and specification and all works that are reasonably inferred from the drawings though not specifically mentioned or detailed and to have visited the site / premises and fully familiarised themselves with same.
5. The Tenderer should make due allowance in his tender for any items included in these "Notes to Tenderers" which have not been included for elsewhere.
6. Tenderers must include for delivery, off-loading, transporting materials into position and for removing debris and rubbish from same on completion.
7. The contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the document, whether same may or may not be particularly described, provided same is reasonably inferred therefrom.
8. The tender shall include in the quoted price for all wastage incurred in the work.
9. Any failure to meet the requirements set out in this document will be remedied at the Contractor's expense.
10. The successful Tenderer will be asked to submit samples of finishes / materials etc. similar to that proposed, available for viewing by the Client, the Employers Representative or other Consultants and should include for same in his tender.
11. Please note that this document is issued for pricing purposes only. No materials are to be ordered or works carried out on site without the prior approval of the Employers Representative.

1. Introduction / Notes to Tendering Contractors *(Cont'd)*

Notes to Tendering Contractors *(Cont'd)*

12. All recipients of the Tender Documents for the proposed Contract, for the purpose of submitting a tender (whether they submit a Tender or not) shall treat the details of the Tender Document as private and confidential.
13. Should any clarifications be required by the Tenderer as to the meaning of any possible ambiguity or discrepancies in the Tender Documents the Tenderer must submit a query via the eTenders website not later than the deadline stipulated in the Instructions to Tenderers. Any clarification given under these circumstances will be circulated to all Tenderers and shall be deemed to be included in the Tender Documents
14. Contractors are requested to check and confirm to Brennan Associates that they have received all of the documents / drawings that accompany this main document. A full list of accompanying documentation is included in the "Schedule of Works Requirements Documents" (Ref: Volume A – Section 6).
15. The Pricing Document section included within the Volume C document must be fully and completely priced out, in ink and submitted at tender stage.
16. The Club is committed to environmental practices

2. Scope of Works

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Preliminaries

To be priced in line with the Preliminaries section included within 'Volume C – Pricing Document' and Appendix D of 'Volume A – Works Requirements'.

General Construction Works

To be priced in line with the drawings and specifications included with these tender documents. A Pricing Document has been provided in Volume C which includes indicative quantities that contractors may use for guidance purposes only. All specifications, etc. must be in strict accordance with the Works Requirements.

3. Main Contractors Certificate of Compliance

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CERTIFICATE OF COMPLIANCE OF CONTRACTOR

PROJECT:	Proposed Astro Pitch & Associated Works at Hanover Harps FC
EMPLOYER:	Hanover Harps FC
CONTRACTOR:	[……]
MAIN CONTRACT:	Contract for the Construction of the Works entered into between the Employer and the Contractor dated [……].
WORKS:	PROJECT DESCRIPTION

We, [……..……..] (The Contractor) certify that the above Works are constructed:

(a) in substantial compliance with the Building Control Act 1990 and all Regulations made there under; and

(b) in substantial compliance with the Contract Documents.

(c) in substantial compliance with the Planning Orders

Definitions

"**Building Control Act**" means the Building Control Act 1990 and any statutory modification or re-enactment thereof current at the date of the issue of the Commencement Notice in respect of the Works.

"Design" and **"Construction"** have the meanings respectively assigned to them by the Building Control Act.

"Substantial Compliance" when applied to Design, means that the design of the Works is in accordance with the Building Regulations saving and excepting such deviations as would not in our opinion warrant the issue of enforcement proceedings as provided for in the Building Control Act.

"Substantial Compliance" when applied to Construction, means that such construction of the Works is in accordance with the Building Control Act and all Regulations made there under, saving and excepting such deviations as would not in our opinion warrant the issue of enforcement proceedings as provided for in the Building Control Act.

"Planning Acts" means the Planning and Development Acts, 2000 to 2002 and any statutory modification or re-enactment thereof current at the Date of Issue of this Opinion, and all Regulations, Statutory Instruments and Orders made under or pursuant to the said Acts and for the time being in force.

3. Main Contractors Certificate of Compliance

"Substantial Compliance with the Planning Orders" means that:

(a) the Relevant Development is designed and constructed in accordance with the said Planning Orders saving and excepting such minor deviations which in my opinion do not constitute a contravention of the proper planning and development of the area as expressed through such Planning Orders and the Development Plan, and

(b) such minor deviations do not warrant the issue of enforcement proceedings by the relevant Planning Authority as provided for in the Planning Acts.

SIGNED this […….] day of [ ] 20[ ]

Director

SCHEDULE:

PROJECT NAME at PROJECT LOCATION

Development: ……

……..…….

Register Ref. No.: ……. Date: ..……..

Decision Order No.: ……..…… Date of Grant of Permission: ……..

Fire Certificates: ……...……...……

……...……..…….

No. ……... Date: …….....

Decision Order No.: ……

4. Specialist Sub Contractors Certificate of Compliance

4. Specialist Sub Contractors Certificate of Compliance

CERTIFICATE OF COMPLIANCE OF SUB-CONTRACTOR

WORKS: Proposed Astro Pitch & Associated Works at Hanover Harps FC

EMPLOYER: Hanover Harps FC

CONTRACTOR: [……]

MAIN CONTRACT: Contract for the Construction of the Works entered into between the Employer and the Contractor dated [……].

SUB-CONTRACT WORKS: [……].

We, [ ] certify that the Construction of the above Sub-Contract Works are:

(a) in substantial compliance with the Building Control Act 1990 and all Regulations made thereunder; and

(b) in substantial compliance with the Main Contract Documents.

Definitions

"Building Control Act" means the Building Control Act 1990 and any statutory modification or re-enactment thereof current at the date of the issue of the Commencement Notice in respect of the Works.

"Design" and **"Construction"** have the meanings respectively assigned to them by the Building Control Act.

"Substantial Compliance" when applied to Design, means that the design of the Sub-Contract Works is in accordance with the Building Control Act and all Regulations made thereunder saving and excepting such deviations as would not in our opinion warrant the issue of enforcement proceedings as provided for in the Building Control Act.

"Substantial Compliance" when applied to Construction, means that such construction of the Sub-Contract Works is in accordance with the Building Regulations, saving and excepting such deviations as would not in our opinion warrant the issue of enforcement proceedings as provided for in the Building Control Act.

SIGNED this [ ] day of [ ] 20[ ]

5. Submissions Required at Tender Stage (Works Proposals)

5. Submissions Required at Tender Stage (Works Proposals)

All Tenderers shall submit the following with their tender

1. **Suitability Assessment Documentation**

   Each tenderer is required to submit a completed suite of Suitability Assessment Documentation, including any supporting documentation that may be requested, in strict accordance with the Suitability Assessment requirements issued with these Tender Documents.

2. **Volume B – Form of Tender & Schedule**

   The contractor is required to submit the completed Form of Tender & Schedule as issued with the tender documents.

3. **Volume C – Pricing Document**

   The contractor is required to submit the completed Pricing Document as issued with the tender documents, fully priced out in ink (**Note:** All sections on each of the Breakdown of Tender Sum must be fully completed as noted above.)

4. **Programme**

   Tenderers are to submit with Tender returns:

   - A high level programme in Bar Chart format clearly identifying key elements both during the Pre Contract and Construction Phases of the Project.
   - The programme shall indicate the earliest date for Completion of the Works

6. Schedule of Works Requirements Documents

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The Works Requirements are made up of the following documentation:

1. INVITATION TO TENDER

Documents:
Invitation to Tender Letter (Reference: ITT-W4 v.1.0; dated 23rd April 2013)

2. INSTRUCTION TO TENDERERS

Documents:
Instruction to Tenderers (Reference: ITT-W4 v.2.0; dated 18th November 2024)

3. SUITABILITY ASSESSMENT

Suitability Assessment Documentation including
Suitability Assessment Documentation including
QW2 Suitability Assessment
Supplement 3.4.1
Supplement 3.4.2
Appendices (Various)

4. VOLUME A – WORKS REQUIREMENTS

a) Volume A1 – Works Requirements

Documents:
Volume A – Works Requirements

b) Volume A2.1 – Architectural Drawings (Devlin Design & Planning)

As per drawing register located in Appendix A

c) Volume A2.2 – Architectural Specifications (Devlin Design & Planning)

As per drawing register located in Appendix A

6. Schedule of Works Requirements Documents *(Cont'd)*

The Works Requirements are made up of the following documentation: ***(Cont'd)***

4. VOLUME A – WORKS REQUIREMENTS ***(Cont'd)***

d) Volume A3 – Contract

Documents:
Short Public Works Contract (Reference PW-CF6 v1.15 25th November 2025)

5. VOLUME B – FORM OF TENDER AND SCHEDULE

Documents:
Volume B – Form of Tender and Schedule

6. VOLUME C – PRICING DOCUMENT

Documents:
Volume C – Pricing Document

7. INFORMATION PACK

Documents:
01 – Health & Safety
02 – Technical Specifications
03 – Additional Information

Appendix A: Works Requirements – Drawing Register

Appendix B: Form of Appointment of Project Supervisor for Construction Stage (MF-1.22)

Appointment of Project Supervisor

(PW-CF6)

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 _____[1], the Client, as employer, has appointed _____[2] 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 at Work (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

and _____[3]

(the **Project**).

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

[1] Date of Tender acceptance
[2] Insert "the Project Supervisor" or the name of the Contractor, as appropriate.
[3] Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

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 clause 10.3 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[4] under the Project Supervisor's common seal

Affix Project Supervisor'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 Project Supervisor 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 the Project Supervisor	
Signature of authorised person	

In the presence of

Name of witness	
Signature of witness	
Witness's occupation	
Witness's address	

[4] 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.

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	

Appendix C: Form of Rates of Pay & Conditions of Employment Certificate (MF-1.23)

Rates of Pay and Conditions of Employment Certificate

(Clause 7.7 of PW-CF6)

To:	*The Employer*	
	Address of Employer	
	For the attention of	
Date:		

From:	*The Contractor's Representative*	

Regarding:	*The Contract*		
	Period of interim statement	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 7 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 work person in any sectoral employment orders, employment regulation orders or registered employment agreements implemented in accordance with the Industrial Relations Acts 1946 to 2015 (including any such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded).
- 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 pension contributions and other amounts due to be paid on behalf of each work person, 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 2015, the Industrial Relations Acts 1946 to 2015, the National Minimum Wage Act 2000 and 2015, regulations, codes of practices, legally binding determinations of the Labour Court and sectoral employment orders, employment regulation orders or registered employment agreements determined under those Laws have been observed.

Is mise, le meas

Signed by

Name of Contractor	
Signature of Contractor i.e. Contractor's Representative	

Appendix D: Works Requirements – Main Contractor Preliminaries

(06) PRELIMINARIES & INSURANCES (Continued)

GENERALLY

The Contractor should note the following

Notes

1. Refer to Civil & Structural / Architects Drawings & Specifications for full details

PROJECT

Name

Proposed Enclosed Astro Pitch & Associated works at Hanover Harps FC

Nature of Project

Provision of New All Weather enclosed Astro Pitch including associated civil works Floodlighting and Drainage, New walking track to each side of the pitch.

Location of Site

The site is located at The Plots, Rathnapish, Carlow - all as indicated on the Drawings provided

Description of Works

The Project comprises the following:

The work involves the construction of a new All Weather Pitch, including associated Fencing, Floodlighting, training pitch Ball Nets, Drainage and the installation of a new Pathway

PARTIES AND CONSULTANTS

Employer

Hanover Harps Football Club,

The Plots,

Green Lane,

Rathnapish,

Carlow Town,

Co. Carlow.

Employer's Representative

Thomas Begley

Hanover Harps

(06) PRELIMINARIES & INSURANCES (Continued)

Architects / PSDP

Devlin Design & Planning

Ballinvalley,

Kildavin,

Bunclody,

Co. Wexford

Quantity Surveyor

Brennan Associates

Grove House

Athy Road

Carlow

DESCRIPTION OF SITE

Boundaries

the boundaries of the site are as indicated on the Site Layout Plan

The contractor's attention is drawn to the red line boundary which is within the control of the client. The contractor shall not trespass outside this boundary with the exception of specific works outside the side boundary necessary for the execution of the project.

The contractors attention is drawn to the existing footpath to the perimeter of the playing fields. This footpath shall remain accessible to the public at all times during the Construction of the project.

Access

Access to the site will be off the adjacent a public road with limited parking; The Contractor will maintain their own log of Personnel entering and exiting the site.

Deliveries - Contractor should visit site and note access restrictions to the existing building and should factor same into delivery strategy particularly with regard to large material deliveries etc.

Access is restricted in accordance with the "Restrictions on access to site" clause.

(06) PRELIMINARIES & INSURANCES (Continued)

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 costs in connection therewith. A 2.4m high security hoarding should be erected for the duration of the works

the Contractor shall include for all costs associated with inductions courses for personnel on site;

The contractor shall only access the site at agreed entry points.

Temporary Haul roads reinstatement to be included in tendered rates submitted by contractor. All roads to and from the works site to be maintained in a clean manner at all times.

Site access shall be via the public roads. The Contractors access arrangements shall take due regard of all local needs and requirements, and also the requirements of local residents and the Emergency Services. The Contractor shall be responsible for all consultations with the client, Local Authority departments and the Gardaí, regarding access, traffic management, and areas for compound and site storage. The contractor shall only access the site at agreed entry points.

Position of the Works

the position of the works is as indicated on the Works Requirements

Services on, under or over the site

the location of all existing site services can be determined by examination of existing plans preliminary Health and safety Plan and checking on site

Site Visit & Site Survey

it is imperative that all tenderer's visit the site & carry out thorough surveys in order to determine a full understanding of the scope & nature of the work involved, 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 building 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. Contractors can visist the site as it is open to the public.

Verifying levels and survey – The Contractor shall include for all necessary surveying required to verify levels

Arrangements for Visiting the Site

the Contractor should make arrangements for visiting the site by appointment with the Employers Representative

Existing & Adjacent Abutting Buildings

(06) PRELIMINARIES & INSURANCES (Continued)

The Contractor should note the proximity of all existing buildings. The Contractor should also note that the adjoining properties to the site will be in use for the duration of the contract and allow for any additional costs associated with restrictions / difficulties as a consequence of working alongside same. As the site is located in a commercial area, restrictions on vibration, noise and dust levels will be imposed. The existing properties which are commercial and residential buildings and access to all properties must remain operational during all works

Account should be taken for the fact that the works are carried out within an existing residential area with public paths and roadway also adjacent to site.

DRAWINGS AND OTHER DOCUMENTS

Drawings from which Tender Documents are prepared

the drawings used in the preparation of the tender documentation are as listed on the Drawing list(s) included in the Tender documents

Location Drawings

Included in the above list

STANDARD CONDITIONS

Form of Contract

"the Form of Contract will be the 'Short Public Works Contract' as published on the Construction Procurement Reform website 10 days prior to the latest date for receipt of tenders (current reference - PW-CF6 v1.15 25 November 2025)
a copy of this contract and its completed schedules are included with the tender documentation

Schedule of Clause Headings

A schedule of clause headings of the Conditions is set out hereunder for pricing: the Contractor is referred to the full text of the undermentioned clauses of the Conditions of Contract and he is to allow here or in his prices for complying with them and for any costs arising thereunder.

1. The Contract
2. The Site, Starting and Completing the Works
3. The Works
4. The Price and Payment
5. Representation and Communications
6. Contractor's Personnel

(06) PRELIMINARIES & INSURANCES (Continued)

7. Pay and Conditions of Employment of Workers
8. Loss of and Damage to the works
9. Indemnity for Claims and Damage
10. Insurance
11. Property
12. Termination
13. Ethics in Public Office
14. Project Supervisor for the Construction Stage
15. Law, Jurisdiction and Disputes
16. Covid-19 Mandatory Closure
17. Limit on Liability
18. Price Variation

Schedule

see Form of Tender and Schedule contained within Volume B of the Tender Documents

Model Forms

all model forms as published on the Public Procurement Website 10 days prior to the date for receipt of Tenders are deemed to be included in the Contract

Substantial Completion Dates

see Form of Tender and Schedule contained within Volume B of the Tender Documents

this date is subject to the Contractor's Health and Safety Project Supervisor (Construction Stage) deeming that the programme is a safe period

CLARIFICATION OF CLAUSES

Refurbishment / Alterations Work - Asbestos

(06) PRELIMINARIES & INSURANCES (Continued)

Where the tender documents do not provide for the presence of Asbestos and the Contractor encounters any material suspected of containing Asbestos / Asbestos residues, 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 Employers Representative shall be informed for further direction. If any of the material has been disturbed, the area shall be sealed off and where necessary the advice of the Health and Safety Authority obtained on the treatment required for personnel who may have been in contact with the material. 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

Quality Procedure

Where a Contractor operates a quality control system, the Contractor shall submit a quality plan for the project to the Employers Representative.

If the Contractor does not operate such a system the Contractor must comply with the following minimum requirements:-

a) 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.

b) Ensure that an adequate document control procedure is in place for the project which will ensure that :-

i) An up to date drawing register is maintained to record details of all drawings relating to the project including revision status and circulation records

ii) All documents date stamped and referenced with the project details

iii) Superseded drawings are marked “Superseded” and removed from use

iv) All documentation is safely filed and easily retrievable.

c) 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, date of order, date for deliver, the supplier's name, address and telephone number, description of materials ordered including conformity to international standards and / or references to drawings or specifications.

d) 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 recorded.

e) Provide evidence to the Design Team if required of specialised training of site personnel.

(06) PRELIMINARIES & INSURANCES (Continued)

f) Provide schedule of inspections and tests to the Design Team which lists the relevant tests, the persons responsible for carrying out the tests and the personnel responsible for verifying that the tests have been carried out in accordance with the relevant procedures..

g) Ensure that all change orders to the Contract are authorised by the Contract Administrator and recorded.

Client Approval

The subsurface, topsoiling and drainage phases of construction must be approved by the Clients Engineer at every stage, for all areas. All open ground including trench/drainage work must be approved in advance of closing / finishing. All work areas must be approved by the Client Engineer in advance of seeding.

Programme

The Contractor shall submit progress reports every 2 weeks for the duration of the Contract. The reports shall comprise the following as a minimum.

(a) detailed description of progress of the Works against the Contractor's current programme

(b) Agreed Contract Programme in Gantt chart format incorporating progress of work shown against the approved work programme with detailed breakdown showing all relevant trades and the critical path

(c) Works completed since previous report

(d) '2 week look-ahead

(e) Labour, Plant, Sub-contract and material resources on site

(f) Progress photographs taken from relevant locations

(g) Requests for Information issued and current status

(h) Details if Site Inspection

(i) Details of samples submitted and status

(j) Details of Tests and status

(k) Details of Change Order Requests and status

(l) Health & Safety Updates

(m) Details of Submittal

Materials and Workmanship

where National or other 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

(06) PRELIMINARIES & INSURANCES (Continued)

where reference is made in the Tender Documents 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 Employers Representative in writing before incorporation into the work

any approval given by the Employer's Representative 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 Employer's Representative shall be the sole judge as to the fulfilment of these requirements.

Construction Products Regulation

All works to which the regulations apply shall be carried out with proper materials and in a workmanlike manner.

“Proper materials” means materials which are fit for the use for which they are intended and for the conditions in which they are to be used, and includes materials which: (a) bear a CE Marking in accordance with the provisions of the Construction Products Regulation; (b) comply with an appropriate harmonised standard or European Technical Assessment in accordance with the provisions of the Construction Products Regulation; or (c) comply with an appropriate Irish Standard or Irish Agreement Certificate or with an alternative national technical specification of any State which is a contracting party to the Agreement on the European Economic Area, which provides in use an equivalent level of safety and suitability.

“Agreement on the European Economic Area” means the Agreement on the European Economic Area between the European Union, its Member States and the Republic of Iceland, the Principality of Liechtenstein and the Kingdom of Norway as published in the Official Journal of the European Communities (O.J. No. L1, 03.01.1994, page 3). “Construction Products Regulation” means Regulation (EU) No. 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC.

Materials include products, components, fittings, items of equipment and backfilling for excavations. Materials should be: - (a) of a suitable nature and quality in relation to the purposes and conditions of their use, and (b) adequately mixed or prepared, and (c) applied, used or fixed so as to perform adequately the functions for which they are intended. Materials used in building work should, as far as is practicable, be free of chlorofluorocarbons (CFCs).

(06) PRELIMINARIES & INSURANCES (Continued)

Where proprietary products are specified within the Drawings and/or Specification, and the Contractor proposes the use of an alternative product, he shall supply the Employer's Representative with technical documentation which demonstrates to the Employer's Representative satisfaction that the alternative product meets or exceeds the minimum performance standards noted in this document. No such alternative materials may be used in the Works without the written approval of the Employer's Representative.

Unfixed Materials

all materials shall be carefully stacked and kept neatly and tidily in a position to be pointed out to the Contractor; all storage areas shall be placed in positions agreed with the Employers Representative

the contractor shall disclose to the Employers Representative, at the time of each valuation, which of the unfixed materials and goods on site are vested in the employer

Sub-Letting

the Main Contractor must not assign or sub-let any part of the work to others without the written consent of the Employers Representative; this rule is to be strictly observed on this Contract

consent must be applied for, in writing, with full particulars, to allow adequate time for enquiries to be made, and to complete preparations, depending on the decisions of the Employers Representative, before construction works start

Value Added Tax

the amount of VAT to be included in the final adjustment of the Contract Sum shall be calculated at the rate(s) as may be properly decided by the Revenue Commissioners under the power vested in them by Value Added Tax Act 1972, but shall exclude any overpayment's made or penalties incurred under the Act by the Contractor

pursuant to the new VAT Regulations that have come into effect from 1st September 2008, whereby the Employer as 'Principal Contractor pays the VAT liability directly to the Revenue Commissioners

Variations and Change Orders

all change orders and variations orders shall be issued by the Employers Representative only; no payment will be made to the Contractor in respect of work for which an instruction is issued by any person other than the Employers Representative

BUILDING CONTROL (AMENDMENT) REGULATIONS 2014 (Where Applicable)

Contractors Obligations

complying in all respects with the Contractors obligations under the Building Control (Amendment) Regulations 2014; compile & submit commencement forms and statutory documentation as required; keeping, maintaining & providing all records; coordination of the Inspection Plan & Framework with the Assigned Certifier; etc.

(06) PRELIMINARIES & INSURANCES (Continued)

the contractor shall include here for complying in all respects with the inspection plan as issued with the Tender Documents where required

CONTRACTOR'S LIABILITY

Risk of Injury to Persons and Property and Insurance

the requirements for insurance for damage to persons and to property are set out in Condition 3 of the contract

Risk of Damage to the Works and Insurance

the requirements for insurance for damage to the Works are set out in the Schedule in Volume B

EMPLOYERS LIABILITY

Insurance for Existing Structure

the Existing Structures are accordingly insured by the Employer

OBLIGATIONS AND RESTRICTIONS IMPOSED BY THE EMPLOYER

Visit Site - ALL SUBJECT TO COVID-19 RESTRICTIONS

Site visits should be requested through the Etenders Messaging portal; Tenderer's are advised to visit the site and ascertain the facilities and 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 building 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. Contractors should contact the Employers Representative to arrange for site visit.

COVID 19

Work Safely Protocol (the “Protocol”), published jointly by the Department of Business, Enterprise and Innovation and the Department of Health in consultation with the Labour Employer Economic Forum (9th May 2020)

The Contractor shall fully consider the effects of the Covid-19 pandemic when tendering. The Contractor and PSCS must ensure all procedures on site adhere to Health & Safety at Work Regulations, HSE Guidelines and any other Government Guidance relating to Covid-19. Tenderers should fully consider the “Safety Operational Procedures (SOPs)” issued by the Construction Industry Federation and the “COVID-19 Workplace Protection and Improvement Guide” published by NSAI. All associated costs shall be included in the tender price.

The contractor shall refer to the Preliminary Health and Safety Plan and include for all costs for complying with same.

(06) PRELIMINARIES & INSURANCES (Continued)

The contractor shall include for all costs associated with Covid-19 and the following requirements:

The contractor shall include in the tender all costs for compliance with HSE, CIF and NSAI guidelines relating to the COVID-19 (Corona Virus) Pandemic

(i) Augmenting site infrastructure and welfare facilities such as toilets, canteen, isolation spaces, and access, egress and circulation routes to meet the standards set out in the Protocol.

(ii) Cleaning to the standard required in the Protocol.

(iii) Covid-19 supervisor role(s) as necessary to meet the requirements of the Protocol.

(iv) Covid-19 Personal Protective Equipment (PPE) to meet the requirements of the Protocol.

(v) Social distancing to meet the requirements of the Protocol.

While it is expected that realistic prices will be included against preliminary items based on (i) to (v) 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.

Each of the preliminary items (i) to (v) above should be priced individually. The successful Tenderer may be required to provide additional background information in relation to these items to the Contracting Authority during the tender evaluation and during the course of the project. If in the opinion of the Contracting Authority the tendered prices do not reflect a fair allocation of the tendered Contract Sum, the Contracting Authority may seek to rebalance the tender as per the ITT (Instructions to Tender).

Should there be a reason to impose greater restrictions on movement to combat any significant increases in the spread of the virus to the extent that construction activities cease in the manner imposed between 28 March 2020 and 18 May 2020, the contractor is entitled to an extension of time in accordance with sub-clause 2.7 of the Conditions of Contract, but no financial recompense. It is not intended that the ex gratia payments introduced to cover the period from 12 April 2020 to 18 May 2020 will be made available again.

Where the project involves an extension and/or alterations to an existing live facility, additional precautions will be required in relation to Covid-19 to ensure the safety of all personnel (e.g. if access is shared between the facilities personnel and Contractor's personnel, if Contractor's personnel are required to enter the occupied area, either internally or externally, for particular tasks, or if Contractor's personnel have to undertake works in the facility outside of normal operating hours). Such precautions would involve, at a minimum, maintaining social distancing between Contractor's personnel and all other personnel, wearing of appropriate PPE and sanitising any work areas in the facility on a daily basis in preparation for the facilities activities on the following morning.

(06) PRELIMINARIES & INSURANCES (Continued)

Covid 19 Site Manager - Tenderers shall include for appointing a suitably trained and resourced Covid -19 Site Manager to undertake specific training of operatives, monitor compliance of Covid-19 protocols on site, ensure timely and adequate procurement so that all PPE & hygiene supplies are available on-site at all times, cleaning, reporting to the PSCS and maintaining daily records. The role of the Covid-19 Site Manager may be extended to arrange medical screening / testing of operatives with suspicious symptoms and for initiating the Contractor's Covid-19 protocols for such eventuality.

The Covid-19 Site Manager is to monitor and enforce corrective action as appropriate, any non-compliance of personnel on site, to include the wearing of full PPE including masks, observing Social Distancing, hand hygiene and gloves, sanitising of tools where required

Covid -19 Compliance Officer - Include for appointing a suitably trained and resourced Covid -19 Compliance Officer who should be a senior person with authority to issue instructions and to all personnel on the site. The Covid-19 Compliance Officer must be easily recognisable on site.

First Aid personnel on site shall firstly protect themselves by strict use of PPE and their training for contagious diseases especially airborne bacteria / viruses. In a case where First Aid personnel is infected, emergency services should be advised of situation prior to arrival and arrive with necessary PPE and equipment to deal with emergency.

Access to the site - personnel should have CIF Certification from online Covid-19 induction or similar and should have CIF Self Declaration Form. All personnel entering the site shall undertake a Covid-19 induction for the site, temperature to be taken, all personnel shall be instructed "not to arrive to the Site if they or any person they have been in contact with currently has or is demonstrating any symptoms of Covid-19, which may include but is not limited to: (a) cold or flu type symptoms, (b) lack of ability to taste or smell, (c) has a cough, (d)has sneezing, (e) shortness of breath or (f) high body temperature or fever. If any Covid-19 is suspected Contact Tracing procedure should be instigated, personnel instructed to sanitise on entry to site, personnel to wear appropriate PPE on arrival, including drivers visiting or delivering to site and personnel to be restricted to the site and car parking area for the duration of the working day while on site, arrangements for travel and car parking arrangements advised for personnel, social distancing and PPE appropriate usage and disposal (not shared use is not permissible), toolbox talks to facilitate procedures, appropriate training in PPE use attire as necessary, to arrange staggered breaks for personnel, additional canteen facilities to enable social distancing to suit site and personnel. The site supervision shall maintain a work zone plan indicating the layout on site for proposed task / location of sub-contractors to aid social distancing

Site visits by the Client, Design Team, Building Control or any 3rd Party personnel shall be pre-arranged to facilitate procedures for safe practice guidelines, self-declaration, social distancing, hygiene, wearing of PPE etc

(06) PRELIMINARIES & INSURANCES (Continued)

All tasks and locations shall be discussed, reviewed and agreed with the "Covid-19 Compliance Officer" and where any potentially high risk situation where this "standard of Procedure" cannot be fully implemented, a "Safe Plan of Action" or a "Safe System of Work Plan" shall be produced and agreed by all of the operatives prior to commencement of the tasks

Enhanced hygiene work practices with appropriate welfare facilities shall be provided. These would be but are not limited to (a) additional toilet facilities to be provided to enable social distancing; hand sanitiser soap, hot and cold running water, disposable towels, (b) additional cleaning regimes required at key phases of the Works and where enhanced or deep cleaning may be required before hand over of equipment. Hand washing stations with hand sanitisers and disposable towels appropriate to the nature of Works and personnel on site operation of the Works and Monitoring is to include (a) safe access to and egress from and circulation of the site, (b) programme Works for adequate time and resourcing to permit a safe working environment, (c) in the event of an operative reporting sick with "Covid-19" symptoms, this should be considered as a "Reportable Incident", testing instigated and self-isolation of the operative, (d) pending test results, implement that close contacts on-site should also self-isolate and (e) a cleaning regime of appropriate areas of the site should be undertaken immediately. The foregoing is subject to current best practice recommendations and may be superseded by more stringent measures.

Operation of the Works and Monitoring is also to include (a) the management of machinery and tools to prevent cross contamination and is to include safe access and locking up of same and (b) adequate separation from the public

Operation of the Works and Monitoring is also to include arrangements should be set out for programmed active and reactive monitoring, risk review for upcoming stages of works to achieve compliance with Statutory Requirements and the Procedures set out in the "Safety & Health Plan. This may be achieved by regular planned checks and carrying out investigations of incidents (whether causing injury, loss or near miss) and complaints. It may involve cooperation and regular meetings between senior management and those who provide safety and health advice to them. Risk assessment procedures for tasks for Scope of Works to be undertaken

The contractor is to note the Contract Period stated in the Schedule attached to the Form of Tender; this Construction Period has been assessed for the works programme taking account of Covid-19 conditions; the contractor is to assess the programme time and is to include and allow for the additional costs for the additional time assessed by the contractor for completing the Works taking into account the additional site critical path time requirements for carrying out the Works and taking account of "Covid-19" operating procedures; this additional time will need to be stated in the Tender Submission so that the Completion Date taking account of "Covid-19" can be reviewed.

Allow for all costs in procuring hand sanitisers, face masks, temperature monitors, face protection masks etc and all items for the Health & Safety of the Workforce Personnel on-site; ensure that sufficient safety protection equipment is available at all times on site

(06) PRELIMINARIES & INSURANCES (Continued)

Restrictions on access to site

access to the site is described above in the "Access" clause

contractor's personnel shall carry appropriate identification at all times on site

contractor's vehicles, operatives, supervisors and visitors will enter and leave the site at designated locations only; disciplinary action may be taken against any person found entering or leaving (or attempting to enter or leave) the site other than by the 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. This clause to be read in conjunction with "Access" Clause

access to the site will be prohibited outside normal working hours, except by special authorisation from the Employer / Employers Representative

work areas must be maintained in a clean condition at all times and on completion of the days works; it is the Contractors responsibility to ensure that dust / site debris is not allowed to spread beyond the proposed working area; dampening down etc may be required to prevent dust spreading

the Contractor shall take particular care to avoid damage to roads, footpaths and other surfaces outside of the authorised site and shall be liable for the cost of repairing, to the satisfaction of the Employers Representative, the Local Authority and/or the owner, all such damage caused by his operations. He shall take precautions to prevent spillage of diesel fuel or solvents. The Contractor shall also prohibit the use of tracked plant on road surfaces outside of the site unless suitably approved protective measures are taken to safeguard the integrity of the road surfaces. Pumping of water onto a public road or private property shall not be permitted. Where heavy discharges to gullies and storm drains may occur silt traps shall be incorporated in the temporary discharge arrangement. Any damage so caused shall be made good by the Contractor at his own expense.

the existing site access roads & public road must be kept clean at all times during the course of the works; it is the Contractors responsibility to ensure that site debris is not tracked out onto such roads

Note:

(a) means of access shall be agreed between the Client, the Design Team & the Contractor on site

(b) the Contractor must ensure the safety of all staff, visitors, etc. During the works

Working Restrictions

The Successful Contractor will be self-sufficient in all regards including the tasking of associated Builders Works etc. as the successful delivery of the project is the sole responsibility of the successful contractor.

Fumes / Odours - Fumes / odours arising must be managed so as to avoid any interference with neighbours. The Contractor will be deemed to have included all temporary measures as necessary in this regard.

(06) PRELIMINARIES & INSURANCES (Continued)

The contractor shall not interfere with existing trees and associated root zones. The contractor shall provide a physical temporary barrier preventing site operatives and machinery from inadvertently entering these zones.

Curiosities, etc..

the Contractor shall not disturb any ancient works without the Architect's 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.

Proposed Works are to be carried out in strict accordance with Conservation Guidelines

All works to be supervised by Building Conservation Accredited Surveyor with experience in conservation/restoration of historic buildings, Structural Engineer and Archaeologist where necessary.

Safety of Site Operation

the Contractor will be wholly responsible for the adequacy, stability and safety of all site operations and methods of construction arising out of or by reason of the Contract. The Contractor shall allow for complying in full with all legislative enactments in particular all Safety, Health and Welfare at Work Acts and Regulations

the Contractor shall include here for all costs in complying with the Clause 14 "Project Supervisor for the Construction Stage" of the Contract. The Contractor will be wholly responsible for the adequacy, stability and safety of all site operations and methods of construction arising out of or by reason of the Contract. The Contractor shall allow for complying in full with all legislative enactments in particular all Safety, Health and Welfare at Work Acts and Regulations

the contractor should include for all aspects of the items identified in the Preliminary Health & Safety Plan as provided.

Risk Assessment and Method Statements

All RAMS must be submitted pre-start on site. RAMS must be submitted by the Contractor within one week of being requested to submit same.

Services Coordinator

the Contractor will be required to employ, and assign to the project, a suitably qualified person whose duties will be to co-ordinate the design of the mechanical, electrical, fire protection and related services, and their relationship to, and integration with the building design. To this end it will be part of his duties to liaise with all parties concerned, on both the design and contracting side to ensure a satisfactory resolution of any problems regarding the integration of services into the building. The Contractor shall notify the Employers Representative of the name of the person so appointed and his normal place of work

Site Supervision

(06) PRELIMINARIES & INSURANCES (Continued)

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

SAFEPASS' Accreditation

the Contractor shall provide for the operation of the requirements of the construction industry's safety accreditation scheme, known as the 'Safepass' scheme. Employees engaged on the site must be provided with the opportunity, to undertake an appropriate SOLAS approved training course and to achieve accreditation

Construction Skills Certificate Schemes'

the Contractor shall provide for the operation of the requirements of the 'Construction Skills Certificate Schemes'

Site Records

provide for the provision and keeping of all statutory records and records as required by legislation including those in relation to Safety, Health and Welfare at Work Act and associated regulations

provide for maintaining a full set of up to date and fully detailed site records of all labour, sub-contractors, materials and plant (owned or hired) used on the works, test results, photographic records of works prior to being covered up, details of any delays or difficulties encountered which might be expected to affect the works, all to the approval of the Employers Representative. Provide also for maintaining a record of visitors to site and a daily weather recording minimum and maximum temperature and rainfall; Records to be submitted to the Employers Representative on a weekly basis

Schedule of Dilapidations

on taking possession of the existing building the Contractor will be required to produce immediately and submit to the Employers Representatives a photographic record and a detailed schedule of dilapidations on the existing site(s). This record and Schedule shall also extend to the extent of site identified for the contractors possession and the access from the Public road. The agreed schedule will be held as a record on the condition of the existing building/s when possession was granted

Freedom of Information

(i) 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

(b) to the unsuccessful tenderer's, the reason why their tender was rejected

(ii) the Client undertakes to hold confidential, any information provided by the tenderer in his tender subject to:

(a) disclosure of the information specified at (i) above as liable for release to the public

(06) PRELIMINARIES & INSURANCES (Continued)

(b) the Client's obligations under law including the Freedom of Information Act, which came into force on 21st April 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, (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

(see Freedom of information statement form annexed hereto)

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 shall ensure the works are confined to the designated area and do not pose a risk to the public

the Contractor shall include for all works necessary to ensure that the building is full accessible at all times including the provision of safe access / egress to / from fire escapes

access to the site will be prohibited outside normal working hours, except by special authorisation from the Employer / Employers Representative

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

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 or the normal operations of the existing and surrounding buildings.

Limitations on Working Hours

Working hours will be restricted to 9am to 6pm Monday to Friday inclusive or by arrangement with the Employer as may be necessary.

(06) PRELIMINARIES & INSURANCES (Continued)

Control of Noise, Pollution and Compliance with Statutory Obligations

The Contractor shall comply with all statutory regulations governing the control of noise and pollution.

The Contractor is obliged to comply with the British Standard 5228 Noise Control on construction and open sites Part 1. Code of Practice for basic information and procedures for noise control.

Weather

any claim for delay, disruption or extension of time by the Contractor, whether a compensation event or not, will not be entertained from a failure to comply with the foregoing requirement

Public Relations

the Contractor shall give 14 days written notice to An Garda Siochana, Local Authorities, members of the public and local residents of impending events likely to cause disturbance such as planned temporary disconnection of services, demolition by explosion, prolonged working at nights or at weekends, movements of heavy loads liable to cause traffic congestion etc. or any other planned abnormal occurrence likely to cause disturbance to people in the vicinity of the Works. The Contractor shall not allow any visitors to the Works or any photography of the Works or issue to the press or any other media for the dissemination of information, any statement relating to the Works or any other matter arising out of the contract, without first obtaining the approval of the Employers Representative in writing. The Contractor shall not be permitted to erect any advertisements of any kind whatsoever, on the site without the prior written approval of the Employers Representative. The Contractors Liaison Officers shall make themselves available to address and respond to all public relations issues in cooperation with the Employers Representative's Representative.

Fire Precautions

all work performed by the Contractor that is likely to give rise to fire hazards, such as the use of naked flames in enclosed or restricted areas shall be carried out in such a way as to ensure the safety and protection of the Works and of all personnel and property. Where it is necessary to use any naked flames or welding equipment and while combustible materials are being used adequate protection shall be provided to all other adjacent materials and personnel. Suitable fire fighting equipment and extinguishers shall be readily available at the positions where such work is proceeding.

fire exits and corridors must remain fully accessible at all times; Fire tender access must be maintained through the proposed work area at all times; the works shall be sequenced to facilitate this in conjunction with the security requirements for the project.

Specialist Tests and Fees

(06) PRELIMINARIES & INSURANCES (Continued)

when directed by the Employers Representative, samples of materials (the samples being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the Contractor to the testing authority. The Contractor should allow here for fees, charges and carriage of materials in connection with tests.

the Contractor shall ensure that they have allowed either in the preliminaries section or in the various rates in his pricing document for all costs associated with achieving the airtightness requirements. It should be noted that, unless noted otherwise, taping, sealants and seals are generally not specifically itemised in the pricing document but should be included for in the rates for the various elements or in the preliminaries section

Allow for testing of Materials (Sand, Gravel etc) by approved Laboratory, results to be provided to Client

Use of Materials Found on the 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 Employers Representative

Disposal of Materials Found on the Site

materials found on site shall be disposed of in accordance with the instruction of the Employers Representative

Disposal of Excavated Material

the Contractor shall ensure all excavated spoil, rubbish, surplus materials, etc. arising from the works are not disposed on an area other than a recognised and compliant facility area.

The Contractor shall ensure that:

(a) carting away is undertaken by licensed, bona fide carriers

(b) obtain in advance the location of the disposal site

(c) If and when required by the Employers Representative obtain and submit to the Employers Representative, written evidence that all loads of excavated soil, rubbish, surplus materials, etc. has been deposited at a recognised tipping area or areas. Should it not be shown to the satisfaction of the Employers Representative, that any excavated soil, rubbish, surplus materials, etc. have been deposited elsewhere than at a recognised tipping area, the Contractor will be held responsible for clearing away such deposits at his own cost and ensuring that they are placed in a recognised tipping area.

the Contractor shall comply with all Waste Management Statutory requirements

the Contractor shall allow for all Land Fill Levies etc., as required under the Waste Management (Landfill Levy) Regulations 2002

a waste plan in relation to the disposal of generated construction and demolition (C&D) waste shall be proposed and submitted to the Planning Authority for written agreement, prior to any development taking place on site.

(06) PRELIMINARIES & INSURANCES (Continued)

All electrical equipment shall be disposed of in accordance with WEEE requirements.

Environmental Report

an Environmental Report shall be drawn up wherein nuisances, emissions and other environmental impacts shall be identified in relation to the proposed operational stage of construction, for example pollution of watercourses, noise, fumes, dust, grit, litter/waste on adjoining lands/public roads, wheel wash, designated safe/exit entry, etc. The report shall also propose mitigation measures so as to offset any adverse impacts so identified.

Waste Management

the Contractor is required to comply with all waste management statutory requirements

Fences

if the Contractor provides fencing to secure the site compound, such fencing shall be steel palisade fencing, painted on the public side as necessary and maintained in a safe and proper manner

Hoardings

the Contractor is required to provide such hoardings or other methods of protection as are necessary as indicated on thePreliminary Health and Safety Plan

Screens

provide and maintain all necessary dustproof and weatherproof screens as required throughout the duration of the Contract. All temporary screens are to be constructed to the Employers Representative's satisfaction

Advertising Rights

no signage other than that approved by the Employers Representative shall be erected on the site

Images and recordings

It is not permitted to publish, post, upload, like or share any audio or video recordings or images unless the material has been approved by the Client in which case it may be used for its one time approved use only. Such approval where given, shall be provided solely for a one-time use as per the request.

Maintenance & 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; the Contractors attention is drawn to the particular and critical nature of the services provided within the existing adjacent building on the site.

(06) PRELIMINARIES & INSURANCES (Continued)

protect, uphold and maintain all over ground and underground services of the contracting authority, 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 therewith to the satisfaction of the Employer, Employers Representative, 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 the Local Authority, ESB Networks, Bord Gais, Eircom, UPC, etc. in relation to drains/water-mains, power cables, gas pipes, telephone, broadband cables, cable T.V. routes 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 Employers Representative and will include the names and contact numbers to effect an immediate 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 at risk. Where deemed necessary a representative of the relevant authority will be in attendance where any particular service is at risk

Contractor's Compound Area

the location of the Contractor's compound area shall be agreed with the ER before commencement of works.

Employment of Labour

none but fully qualified and competent tradesmen together with their 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

Trade Union Labour only is to be employed on the works and the Contractor must pay the standard rate of wages current in the district and observe the customary hours and conditions of employment

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 SOLAS or other such agency to the extent that the total labour requirement of the contract exceeds the Contractor's core workforce

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

Right to Refuse Admission

(06) PRELIMINARIES & INSURANCES (Continued)

the employer 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

Use of Radio by Contractor

the Contractor may with the approval of the Employer's Representative, use a proper licensed radio for communications on or off the site. He must pay all charges and expenses in connection therewith

Setting Out the Works

all instrument work in setting out to be done by personnel experienced and practiced 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 there-from

the Main Contractor will be held fully responsible for checking all Sub-Contractor's 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 the 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

Curiosities, etc.

the Contractor shall not disturb any ancient works without the Employers Representative's 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

Bar Chart / Network Analysis

the Contractor is required to provide a detailed bar char or network analysis programme, prior to the starting date

provide 3 hard copies (and one electronic copy) of the programme for the Employers Representative within 2 weeks of the date of acceptance of the tender, keep one further copy available for inspection in the site office

all programme's must include the Programme Contingency

Programme Updating

(06) PRELIMINARIES & INSURANCES (Continued)

the updated programme will show actual progress and be produced at least on a weekly basis; the updates shall include any additional activities carried out; actual progress shall be recorded by means of actual start and actual finish dates for activities, together with percentage completion and remaining duration of currently incomplete activities; any periods of suspension of an activity should be noted in the updated schedule; it is possible that the updated schedules will show completion later than the contract completion dates; in this event the acceptance of the updated schedules will not constitute acceptance of any delay

every 2 weeks the contractor shall submit, in electronic and hard-copy format, a programme (the updated programme) to the Employers Representative not later than 5 days following the end of the period being reported; the data date for each reporting period shall be as directed by the Employers Representative and shall be strictly adhered to by the contractor; the updated programme shall be in exactly the same format, contain the same level of detail as the initial programme, be accompanied by a narrative report of the same detail as that submitted with the original programme while also giving an accurate representation of the current status of the Works"

the updated programme shall include and clearly define actual start and finish dates, percent complete and remaining durations for all activities including any new or additional activities or omissions, variations to the works as instructed by the Employers Representative in accordance with the Agreement and any extensions of time granted by the Employers Representative

In the narrative report accompanying the updated programme, the contractor shall:

(a) compare actual progress against anticipated progress in relation to the sequence, quantities, duration, cost and resource details defined on the programme and identify any additional activities or changes since the previous update of the Four Weekly Programme

(b) include provision for decisions made in respect of programming or sequencing of the works at the four weekly design and site progress meetings

(c) identify and describe any current and anticipated problems that may affect the performance of the works, the factors causing the problem and their impacts on the project

(d) make particular reference to critical path activities and shall include delay mitigation proposals, where appropriate

(e) include new or revised programme assumptions to be employed in achieving timely completion of the works

all claims for Extensions of Time shall be accompanied by a network diagram total float report, narrative report and cost estimates supporting the contractors claim; the contractor shall include the sequence of operations, resource implications and other impacts of any and all work related to each claim

the contractor shall highlight on the programme the direct logic links between the cause and effect of the event or events in respect of which he is making his claim

the Contractor shall show the Programme Contingency on all updated revisions of the Programme

(06) PRELIMINARIES & INSURANCES (Continued)

Shop Drawings/Schedules etc.

all shop and Builder's work drawings which require the Employers Representatives approval shall be submitted by the Contractor in due time for approval and checking to be carried out to suit the progress of the works.

the Contractor shall be responsible for checking all schedules and drawings supplied to him and all shop and builder's work drawings approved by the Employers Representative. In the event of any discrepancy being found between such schedules and drawings or if the Contractor considers that additional details drawings are required then in either case the Contractor shall report such discrepancy to the Employers Representative for instruction or apply in writing for such detail drawings at least 21 days before the materials are to be ordered or the works concerned are to be executed (whichever is the greater). The Contractor shall ascertain from the drawings or otherwise any holes, recesses, plugs, etc. which may be required, in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, or plugs subsequently.

the Contractor shall prepare Schedules of Information Required for the main stages of the works based on the Programme for the Works, to be agreed with the Employers Representative. The Schedules of Information Required shall provide for the process of information issue from the Design Team to the Contractor, namely, initial issue of supplementary construction information with specifications and details, the Contractors own procurement process, any Contractor proposals of equivalence, review of the construction documentation by the Contractor in good time, discussions with relevant subcontractors, and if required completion of any outstanding construction details by the Design Team / subcontractor to allow the work to proceed. The agreed Schedules of Information Required shall reflect a reasonable period of time for this process.

the Contractor's attention is drawn to the requirements for the submission of samples, shop and Builder's work drawings, certificates and guarantees contained in the Works Requirements.

Progress Photographs

the Contractor shall arrange to have record photographs, taken on a weekly basis to cover an overview of the overall site and in particular current activities in progress. The photographs shall be emailed or uploaded to an agreed file share facility by close of business of the first working day of the following week

Temporary Works

the Contractor shall be solely responsible for designing and carrying out all necessary temporary works, including Scaffolding Propping , Needle Propping and for taking all necessary steps to ensure the continuous stability for the duration of the contract of the existing building, footpaths, roads and lands and of all new work under construction including both in-situ and precast concrete, steelwork and masonry

the term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion and maintenance of the works; it shall include temporary works to support and ensure the stability of the partially completed permanent works and of adjoining structures and lands, as well as such matters as trench shoring, scaffolding, propping, working platforms, gangways, access stairs and landings

(06) PRELIMINARIES & INSURANCES (Continued)

work near and within existing 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 the existing building, 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 Engineers - in particular to the section "Construction Stage" and to the Appendix). On complex structures or in circumstances where a full understanding of engineering principles is required to execute the work safely, the Contractor shall employ a chartered engineer to direct and supervise the construction

the Main Contractor shall appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the permanent works and of adjoining structures and lands during the envisaged construction process and, further, the main Contractor shall employ a suitably qualified site engineer; both shall liaise with each other and with the Project Supervisors, all in accordance with the HSA Guidelines to Safety, Health and Welfare at Work (Construction) Regulations 2006. Subject to the Employers Representative's consent, (a) on small routine projects the site engineer need not be permanently on site; and/or (b) it may be permissible for one person to fulfill both of these roles

Any proposed work required by this contract that require Temporary work by the successful contractor is deemed to be included in the tender price - this includes temporary supports, temporary diversions, temporary weathering, provision of temporary services, keeping the building fully operational at all times etc.

Day-works

day-works shall be executed only with the written permission of the Employers Representative. For variations which cannot by their nature be measured and valued at the rates in the Bill of Quantities or where such rates cannot provide a reasonable basis for valuing variations, then and only then shall the Employers Representative issue written permission after consultations with the Quantity Surveyor. Where this authority is given, original vouchers giving the fullest particulars of hours worked, names of craftsmen and labourers, together with rates of wages, paid, description of work executed, materials and plant used in the items up to Friday, shall be delivered to the Employers Representative before the following Friday

all sheets are to be signed by the General Foreman and the Employers Representative. 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

(06) PRELIMINARIES & INSURANCES (Continued)

labour shall be priced at the basic rates, hired plant shall be charged in accordance with the Schedule of Plant Charges or local hire rates and materials as invoices

Tax Clearance Certificate

prior to the award of any contract or subcontract, the Contractor or subcontractor under consideration will be required to produce a Tax Clearance Reference and Access Number

Use of a Crane / Piling Rig / Heavy Plant (where required)

It is at the contractors discretion as to the proposed plant however a detailed Risk Assessment Method Statement must be approved by the Design Team and IAA prior to the works commencing. Sufficient bearing pads etc will all form part of the temporary works design to be incorporated into the RAMS. Any finishes disturbed must be reinstates at the contractors cost.

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 Employers Representative

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

TENDERING DETAILS

Expense of Preparing Tender

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

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

Errors in Pricing Document

on examination of the rated Pricing Document if it is discovered that errors have been made, they shall be dealt with in accordance with the Instructions to Tenderer's

Tender Qualifications

the Tenders shall be strictly in accordance with the Documents, 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

(06) PRELIMINARIES & INSURANCES (Continued)

the Employer reserves the right to open all or any Pricing Documents submitted with the tenders

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 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

the Contractor shall be responsible for setting out all of the works shown on the drawings and referred to in the contract documents

decisions of Employers Representative shall be final and binding as to the intent, meaning and scope of the Drawings and Specifications and Contractor shall consult Employers Representative for appropriate instructions and interpretation whenever Contractor shall be in doubt as to the intent, meaning or scope of the Drawings or Specifications or any part thereof

instructions given or information furnished by Employers Representative shall not bind Employers Representative unless authorised in writing

before proceeding with the Work the Contractor shall carefully examine the Drawings and Specifications and shall have the responsibility of notifying Employers Representative of any inconsistency or discrepancy appearing therein

Inadequacy of Description

the Contractor's price shall be full inclusive cost of completing the works in accordance with the drawings and specifications. The Contractor shall state with his tender any additional items for which he requires payment 'as no claim on the ground of inadequacy of description will be entertained'. Where a conflict arises, the contractor will be deemed to have included the most onerous of the requirements

Provide Everything Necessary

(06) PRELIMINARIES & INSURANCES (Continued)

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 there-from

The Successful Contractor will be self-sufficient in all regards including the tasking of associated Builders Works etc. as the successful delivery of the project is the sole responsibility of the successful contractor.

Lump Sum Additions or Deductions to Arrive at Tender Sum

if the Contractor to arrive at the amount of his Tender shall have added to or deducted from the total of the items in the Breakdown of Tender any sum either as a percentage or otherwise a similar percentage of proportionate sum shall be added to or deducted from the amount of variation

SUB CONTRACTORS / SPECIALISTS

Client Direct Contractors / Third Party Contractors / Facilities Company

The Contractor Shall facilitate Client Direct Contractors accessing the works area if necessary for maintenance / upgrades required. These works may be critical for the operation of the facility and therefore cannot be prohibited. The Contractor will be made aware in advance of any potential access requirements to the site area.

General Attendance - if required

the facilities referred to in ARM 5 Contractors General Facilities and Obligations (1) to (27) inclusive are deemed to be included in the items of General Attendance on Sub-Contractors, or Main Contractor's On-Costs on Statutory Authorities, Public Undertakings or Public or Private Utility Providers. In addition all items of General Attendance or Main Contractor's On-Costs shall be deemed to include arranging with Sub-Contractors, Suppliers, Statutory Authorities, Public Undertakings or Public or Private Utility Providers as to time for commencement of the work on site or manufacture and delivery of their goods and materials as appropriate, obtaining from them particulars of holes, mortices, chases, recesses, fixing and the like and supplying them with all dimensions and other information required for the proper execution of the works

Special Attendances - if required

the facilities referred to in ARM 5 Works by Nominated Sub-Contractors, Goods and Materials Supplied by Nominated Suppliers, Works by Named Specialists, Works by Utility Providers and Works by Others Engaged Directly by Employer, (1) to (18) inclusive are deemed to be included, where required for Sub-Contractors, Statutory Authorities, Public Undertakings or Public or Private Utility Providers

Fixing

(06) PRELIMINARIES & INSURANCES (Continued)

fixing of goods and materials supplied by Suppliers shall be deemed to include unloading, storing, hoisting the goods and materials and returning packing materials to the Supplier carriage paid and obtaining credits therefore. In addition, all items for fixing of goods and materials supplied by Suppliers shall be deemed to include arranging with Suppliers as to time for manufacture and delivery of their goods and materials, obtaining from the particulars of holes, mortices, chases, recesses, fixing and the like and supplying them with all dimensions and other information required for the proper execution of the works

costs of conveying goods and materials to the site and any special packing or the like required to be paid by the Contractor are to be stated separately

Conveying Goods and Materials to Site

notwithstanding the provisions of ARM 5 Works by Nominated Sub-Contractors, Goods and Materials Supplied by Nominated Suppliers, Works by Named Specialists, Works by Utility Providers and Works by Others Engaged Directly by Employer, (1) to (18) costs required to be paid by the Contractor of conveying goods and materials to the site, any special packing and the like, are included in the appropriate Prime Cost Sums and particulars are not given in the measured items

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:

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

Scaffolding

provide all necessary scaffolding for the proper execution and completion of the works. A "pass through" will be required for any on-street scaffolding.

(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 or Statutory Authority, Public Undertaking or Public or Private Utility Provider, he must re-erect it, if so required at his own expense

(06) PRELIMINARIES & INSURANCES (Continued)

the scaffolding must be the subject of detailed provisions of the Construction Safety Plan

Site Administration

provide for all on and off site management and administration including cost of Foreman and Site Agent in charge

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

Contractor's Compound

No Site Compound will be provided, the Contractor shall be responsible for making their own provisions

Transport for Work-people

provide for all necessary transport for work people including those of sub-Contractor's to and from site including compliance with Road Traffic Acts and other regulations in this regard, payment of all fees, charges and the like

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

Inclement Weather Working

The Contractor will be expected to avail himself of all reasonable means and aids to construct the Works and the Temporary Works in inclement or cold weather and to use his best endeavours to prevent or minimise any delays arising there from.

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

Lighting and Power for the Works

(06) PRELIMINARIES & INSURANCES (Continued)

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. The lighting shall be to the standard stated by the Health and Safety Project Supervisor Construction Stage

the Contractor shall include for a power supply if this is required either for his own work or for work to be executed by Sub-Contractors. It shall be the Contractor's responsibility to ascertain the level of supply required by all Sub-Contractors and to have this available prior to their commencing work on site

Temporary Roads, Hardstanding's, Crossings, etc.

the Contractor shall provide all necessary temporary roads, tracks, hardstanding's and the like, and hack up and make good on completion. On completion the temporary roads, tracks, hardstanding's and the like 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 reinstating to the original condition on completion to the satisfaction of the Employers Representative

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 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 work-people shall be in compliance with the fourth schedule of the Safety, Health and Welfare at Work (Construction) Regulations and in line with Covid-19 Regulations

such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good

Temporary Accommodation for Sub-Contractors

the Main Contractor shall provide free of charge to the Sub-Contractors 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-Contractor including suitable and separate storage for dangerous materials or substances. The sub-contractor will be responsible for the maintenance of these areas and for their security and for the materials, plant and any other items therein

Office for Site Meetings

(06) PRELIMINARIES & INSURANCES (Continued)

the Contractor shall provide a well lighted, ventilated and insulated temporary building suitable for site meetings complete with table and chairs. The Contractor shall also provide adequate heating appliances, artificial lighting, fuel, cleaning and attendance and be in line with covid guidelines as required. The Contractor shall remove all at completion and make good.

Temporary Buildings

Before the erection of any temporary site buildings the Contractor shall obtain approval from the Employers Representative of the size, type, location and drainage arrangements thereof and other services. The Contractor shall submit a drawing showing full details of the works compounds for approval by the Employers Representative. The drawing shall show the position of all buildings, the location of services and his proposals for dealing with surface water drainage, sewage and lighting. No work shall commence on the compound until the Employers Representatives written approval to the layout plan is received. The location of the Contractor's temporary accommodation and his storage areas shall be arranged to facilitate the most advantageous construction progress by the Contractor. It is the Contractor's responsibility to acquire and service these locations with power, telecommunications, water supply and sewerage disposal and to comply with all Local Authority planning requirements in respect of same

Site Meetings

the successful tenderer will be required to attend regular co-ordination meetings with Sub-Contractors and the Consultants to ensure the proper co-ordination, sequencing and quality of the work

Sub-Contracts with Sub-Contractors and Suppliers

the Contractor shall contract with Sub-Contractors and Suppliers in accordance with the relevant Conditions of Tender and other document, issued to the Contractor with the Invitation to Tender

the Contractor shall allow in his tender sum for attendance on providing appropriate facilities for and other obligations to Sub-Contractors and Suppliers as described above

Temporary Telephone / Internet Access for use of the Contractor

provide and maintain a telephone / internet service to the site office for use by the Contractor's personnel and for the full period of the works. Pay all charges and expenses in connection therewith

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

Traffic Safety and Management

(06) PRELIMINARIES & INSURANCES (Continued)

the Contractor shall, unless otherwise stated, following consultation with the appropriate road authority and subsequently with any statutory authority concerned and An Garda Siochana, prepare and submit traffic safety and management proposals within 2 weeks of commencement to the Employers Representative for approval. These shall show the proposed traffic safety and management measures including provision of safety zones which he proposes for carrying out the works. The proposals shall include the provision of access for the use of emergency vehicles within the site if so required.

Building Regulations

the Contractor shall be responsible for the serving of and compliance with all notices and the like required under the Building Control Act 1990 and the current Building Regulations in connection with the execution of the works

the Contractor shall comply with all Building Regulations over which he has control. The Contractor shall at Substantial Completion provide written confirmation signed by a Director of his company that he has so complied

Electrical Subsystems Certification

all electrical sub-systems 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

Fire Certification and Marking

the Contractor shall, immediately prior to Substantial Completion, certify that the construction work carried out on the contract by him and his subcontractors 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

Any Fire Stopping compromised by the works shall be fully re-installed by the Contractor by a reputable and authorised / approved fire stopping specialist. Details of all works to fire stopping shall be included in the O&M Manuals on completion of the project. Where an existing referencing system is in place, this system shall be implemented for new / additional fire-stopping.

Safety, Health and Welfare of Work-people

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

(06) PRELIMINARIES & INSURANCES (Continued)

the Contractors obligations in complying with all Safety, Health and Welfare at Work (Construction) Regulations are 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 are set out in the "Temporary Works" clause above

Eating Facilities

provide a mess room for the Contractor's own work-people (including those of his Sub-Contractors) 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 provides all consumables necessary for its proper functioning and be in line with Covid workplace protection guidelines

all messing facilities are to be confined strictly within temporary mess rooms provided specifically for that purpose by the Contractor. No eating will be permitted outside designated compound areas, within buildings or any areas adjacent to the site
skips or containers containing food waste shall be emptied at the end of each day

Disbursements arising from the employment of work-people

provide for all costs in respect of all workmen including:

1. Social Welfare Insurance Contributions

2. Pensions

3. Annual and Public Holidays

4. Travelling time, expenses, fares and transport

5. Guaranteed time

6. Non-Productive overtime and other expenses in connection with overtime

7. Incentive and bonus payments

8. Sick Pay Disbursements

9. Country Money

10. Redundancy Scheme

11. Solas Levy/Grant

12. Pay-Related benefit scheme

(06) PRELIMINARIES & INSURANCES (Continued)

13. Any other disbursements arising from the employment of labour on the site

Maintenance of Public and Private Roads

maintain and keep clean all public and private roads (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 Suppliers) 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 access 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 there-from. The Contractor is expected to take reasonable care to ensure that all vehicles entering and leaving the job-site 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 Employers Representative and/or Employer. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause

Removal of Rubbish, etc.

the Contractor shall be responsible for enforcing an environmental management plan to ensure an effective strategy to manage waste on the site

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 coverings etc. arising from his own or any of his sub-contractor's operations both as it accumulates from time to time and on completion

the Contractor shall provide a number of easily accessible rubbish skips on site for the segregation, and safe disposal of all rubbish from the site; It will be the responsibility of sub contractors to remove their own rubbish to these locations for disposal by the main contractor

all skips and containers must be covered to avoid materials and rubbish contained therein being blown onto the airfield and to avoid the attraction of birds and vermin. Skips or containers containing food waste shall be emptied at the end of each day

(06) PRELIMINARIES & INSURANCES (Continued)

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 Employers Representative

Temporary Fencing, etc.

provide and maintain all necessary temporary fencing, hoardings, gates, doors, screens, fans, planked foot-ways, 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

Control of Noise, Pollution and Compliance with Statutory Obligations

the Contractor shall comply with all statutory regulations governing the control of noise and pollution

the Contractor is obliged to comply with the British Standard 5228 Noise Control on construction and open sites Part 1. Code of Practice for basic information and procedures for noise control

the use of Radios, tape recorders and the like are not permitted on site without prior approval from the IAA

Building Manual / Record Drawings

the tender sum will include for the provision of record drawings and manuals in soft and hard copy. 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

Release of half of the retention money will be dependent on the production of accurate "as built" drawings and complete safety file and the maintenance retention period will commence from the date such drawings are received. The Contractor/PSCS shall, on completion of the works, furnish the PSDP with a complete set of "as built" drawings and complete safety file on a computer CD compatible with the latest version of AutoCAD

SEAI Grant / Better Energy Communities Grant

Not Applicable

Overhead Lines / Underground Services

(06) PRELIMINARIES & INSURANCES (Continued)

the Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines / Underground services. 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 or other such restrictions advised by the ESB

Protection

provide for protecting the completed works from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective 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 Employers Representative

Protection / Temporary Relocation and reinstatement of Existing Furniture and Finishes

The contractor shall provide for protecting the existing furniture and finishes from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective casings or the like (including those required for each different floor coverings) sufficient to leave the works clean, undamaged and fit for immediate occupation; to the satisfaction of the Employers Representative

INSURANCES

Insurances Generally

provide for all necessary insurances as detailed in the Schedule of Volume B including Employers Liability, Public Liability, Contractors All Risk, Professional indemnity, client Indemnities etc.

OTHER ITEMS & ADJUSTMENTS

Additional items; the Contractor Should Include Here for Any Additional Preliminary Items Deemed Necessary to Complete the Work

A .....

B .....

C .....

(06) PRELIMINARIES & INSURANCES (Continued)

COLLECTION

PD 1/1:

PD 1/2:

PD 1/3:

PD 1/4:

PD 1/5:

PD 1/6:

PD 1/7:

PD 1/8:

PD 1/9:

PD 1/10:

PD 1/11:

PD 1/12:

PD 1/13:

PD 1/14:

PD 1/15:

PD 1/16:

PD 1/17:

PD 1/18:

PD 1/19:

PD 1/20:

PD 1/21:

PD 1/22:

PD 1/23:

PD 1/24:

PD 1/25:

PD 1/26:

PD 1/27:

PD 1/28:

(06) PRELIMINARIES & INSURANCES (Continued)

PD 1/29:

PD 1/30:

PD 1/31:

PD 1/32:

PD 1/33:

PD 1/34:

PD 1/35:

PD 1/36:

PD 1/37:

(06) PRELIMINARIES & INSURANCES

Carried to Summary: