

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

Reference numbering is generally the same as that in the Preliminaries Section of the Agreed Rules of Measurement (ARM4, Supplement 1, Issue 2 September 2016)

*The Employer, prior to tender, should complete areas on this document highlighted in yellow.
Add, delete strikethrough or amend clauses as required for individual project.*

CONTENTS

1. Preliminary Particulars

1.1 Project, parties and consultants

- 1.1a Name, nature and location of the project
- 1.1b General description of the Works
- 1.1c Names and addresses of Employer and Consultants

1.2 Description of site (Lands made available for the Works)

- 1.2a The boundaries of the site
- 1.2b Means of access to the site and position of Works
- 1.2c Adjacent or abutting buildings
- 1.2d Existing services on, under or over the site
- 1.2e Visiting the site

1.3 Drawings and other documents

- 1.3a The drawings and other documents used for the preparation of the Pricing Document and issued to Tenderers
- 1.3b Drawings and documents not forming part of the Contract
- 1.3c Inspection of drawings not issued to Tenderers

2. Contract

2.1 Form, type and Conditions of Contract

- 2.1a Form of Contract
- 2.1b Clause headings
- 2.1c Employer's entries to the Schedule

2.2 Contractor's liability

- 2.2a Contractor's liability for risk or injury to persons and property and for damage to the Works
- 2.2b Requirement of Contractor to effect insurance

2.3 (not used)

2.4 Local Authority Fees and Charges

- 2.4a Consents, notices, fees and charges

2.5. Obligations and restrictions imposed by the Employer

- 2.5a Access to and possession or use of the site
- 2.5b Limitations of working space
- 2.5c Limitations of working hours
- 2.5d Limitations on the operation of plant with respect to adjoining property
- 2.5e Use or disposal of any material found on the site
- 2.5f Hoardings, fences, screens, temporary roofs; temporary name boards and advertising rights
- 2.5g The maintenance and protection of existing services on, under or over the site
- 2.5h The execution or completion of the work in any specific order or in sections or phases
- 2.5i Maintenance of specific temperature and humidity levels
- 2.5j Temporary accommodation and facilities for use of the Employer
- 2.5k Provision of connections to voice and data communications systems for use of the Employer
- 2.5l Periodic usage and access charges on voice and data communication systems for use of the Employer
- 2.5m Provision of Project Supervisor Construction Stage services by the Contractor under the Safety, Health and Welfare at Work (Construction) Regulations
- 2.5n Quality Assurance Procedures
- 2.5o Security Clearance
- 2.5p Building Control Act
- 2.5q Performance bond
- 2.5r Any other obligations or restrictions imposed by the Employer

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

- 3. Work by Specialist Works Contractors, Work by Utility Providers and Work by Others Engaged Directly by the Employer**
- 3.1 Work by Specialist Works Contractors**
(not used)
- 3.2** (not used)
- 3.3 Work by Utility Providers**
3.3a Work by Statutory Authority, Public Undertaking, or Public or Private Utility Provider
- 3.4 Work by others Engaged Directly by the Employer**
3.4a Others directly engaged by the Employer
3.4b Obligations and forbearances required of the Contractor including attendances
- 4. General facilities and obligations**
 - 4a Supervision and co-ordination of the Works
 - 4b Plant, tools and vehicles
 - 4c Scaffolding
 - 4d Site administration including the provision and keeping of all statutory records
 - 4e Security
 - 4f Provision of clearly identifiable site perimeters and surroundings
 - 4g 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
 - 4h Transport for work people
 - 4i Protecting the Works from inclement weather
 - 4j Water for the Works
 - 4k Temporary lighting and power for the Works
 - 4l Temporary roads, hardstandings, crossing and similar items
 - 4m Temporary accommodation for the use of the Contractor
 - 4n Temporary storage areas including suitable and separate storage for dangerous materials or substances
 - 4o Temporary telephones and data communications for the use of the Contractor
 - 4p Traffic Regulations
 - 4q Welfare facilities for work people
 - 4r Safety, Health and Welfare at Work provisions
 - 4s Disbursements arising from the employment of workpeople
 - 4t Maintenance of public and private roads
 - 4u Removing rubbish, protective casings and coverings and cleaning the Works on completion
 - 4v Compliance with waste management statutory requirements
 - 4w Drying the Works
 - 4x Temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection and protection of openings, safety nets and similar items
 - 4y Control of noise, pollution and compliance with statutory obligations
 - 4z Protection of the Works
 - 4aa Any other general facilities and obligations
 - 4ab Covid-19
 - 4ac Covid-19 Mandatory Closure
 - 4ad Generally

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

PRELIMINARIES

1. Preliminary Particulars

Note: The clause and schedule headings of the Form of Contract are included below for pricing. Unless specifically itemised elsewhere in these Preliminaries, any costs for or in connection with any contractual requirements or obligations arising from these clauses should be included under the clause and schedule headings. In accordance with the Agreed Rules of Measurement, some items are listed separately for pricing.

All costs arising from or in connection with the following are deemed to be included in the tender.

1.1 Project, parties and consultants

1.1a Name of project

Works to Baltinglass Garda Station.
Construction public carpark, alterations to existing public approach to building & alterations to existing public reception area.

Nature of project

Construction of a new public off street carparking area accessed from Edward Street to include for 4 no. carparking spaces & 1 no. designated universally accessible carparking space to existing landscaped area to south of existing garda station building. Alterations to existing access to the main public entrance to the building from Edward Street to provide enhanced universal accessibility. This work shall include for the reconfiguration of the existing stepped access to facilitate construction of level platform to main entrance, regrading of existing paved concourse to front (east) of existing building & construction of new ramped access providing universal accessibility from proposed public carparking area. Works shall also include for the construction of new planters to front (east) of existing building, alterations to existing public office to include for opening-up of existing structural wall & installation of reception counter to provide for enhanced universal accessibility.

Location of project

Baltinglass Garda Station, Edward Street, Baltinglass, Co. Wicklow, W91 X938

1.1b General description of the Works

The Works consist of

Internal Works:

The proposed internal works will take place to the front ground floor level of the existing building. The works will involve alterations to the existing public reception area & shall comprise the amalgamation of the reception area with the adjoining entrance lobby to create a more expansive universally accessible public reception area. The existing reception counter shall be removed & replaced with anew counter to provide a universally accessible counter for both visitors & staff.

External Works:

The development will involve construction of a new public off street carparking area accessed from Edward Street to include for 4 no. carparking spaces & 1 no. designated universally accessible carparking space to existing landscaped area to south of existing garda station building. Alterations to existing access to the main public entrance to the building from Edward Street to provide enhanced universal accessibility. This work shall include for the reconfiguration of the existing stepped access to facilitate construction of level platform to main entrance, regrading of existing paved concourse to front (east) of existing building & construction of new ramped access providing universal accessibility from proposed public carparking area.

Works shall also include for the construction of new planters to front (east) of existing building, alterations to existing public office to include for opening-up of existing structural wall & installation of reception counter to provide for enhanced universal accessibility.

The works required to provide this new layout will involve the removal of the existing grassed To the side of the building. It is our intention to retain the existing mature trees within the subject site. A new retaining wall will be required to the proposed 4-bay visitors carparking spaces. With regard to drainage, it is our intention to retain all the existing drainage but provide some additional road gullies to new car parking areas which will connect into the existing surface water drainage system, with the addition of a petrol interceptor trap, if required.

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

1.1c Names and addresses of Employer and Consultants

The Employer	The Commissioners of Public Works in Ireland
Employer's Representative	Refer to Schedule
Architect	Cantrell and Crowley Architects
Assigned Certifier	n/a
Quantity Surveyor	Mulcahy McDonagh and Partners
Structural Engineer	DFK Structural/Civil Engineers
Services Engineer	Ronan Meally Consulting Engineers
Other consultants	n/a
The Employer may appoint others to the Design Team from time to time	

1.2 Description of site (Lands made available for the Works)

1.2a The boundaries of the site are

as indicated in the documents in the contract and/or in any background information provided with this tender

1.2b Means of access to the site and position of the Works

as indicated in the documents in the contract and/or in any background information provided with this tender. Refer to the OS Map and Site Plan provided with this tender.

The site is accessed from Edward Street. The Main Contractor shall have full access to the subject external works areas & the building reception area & its associated site for the full extent of the contracted scope of works subject to agreement on detailed project programme.

Provide for cleaning up and making good any damaged areas to the public road, access to the site and all hard surfaced areas adjacent to the site on a daily basis. The Contractor shall also include for cleaning and maintaining internal areas where works are being carried out, and keeping them free from materials, debris, etc. to ensure a safe means of access and egress.

Allow for all costs associated with the access to the site by the Contractor's employees, sub-contractors, suppliers etc. and others who require access to the site; provide necessary safe routes for both pedestrian and vehicular traffic; maintain, remove and make good to 'as found' condition after completion. Provide for maintaining and making good damage, if any, to roads, paths, kerbs, services, and other property, public or private, caused by or attributable in any way by the contractor's employees, subcontractors, suppliers etc. and any others whom access the site and for indemnifying the Employer against loss, damage, claim or proceedings by any Local Authority, statutory undertaking, or others.

1.2c Adjacent or abutting buildings

as indicated in the documents in the contract and/or in any background information provided with this tender. Refer to the OS Map and Site Plan provided with this tender.

The works will take place within the confines of the subject site. This is a standalone building within its own defined site. Emergency escape routes must be maintained at all times.

Contractor shall take full photographic record before commencing works. Existing finishes and fittings are to be protected for the duration of the works, and all left in good condition upon completion of the works.

1.2d Existing services on, under or over the site

Services known to exist are

as indicated in the documents in the contract and/or in any background information provided with this tender.

Main contractor to contact all utility service providers in advance of any site excavation or opening

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

up works and refer to the existing safety file (where available). A full survey of all existing services present, within the subject site works boundary (area subject to excavations), is to be carried out by the PSCS and documented.

Existing server rooms shall be secured to prevent unauthorized access during the contracted scope of works. Access to these rooms/areas to be afforded to client agents for maintenance purposes. The location of critical services to be identified by the client prior to the commencement of the works for the purpose of effecting appropriate protective measures and/or agreeing appropriate protocols for avoiding the potential for issues arising & to agree methods for communicating issues should they arise.

The main contractor shall be responsible for making good any damage to building services including data infrastructure caused during the contracted scope of works period at their own expense.

The contractor shall make themselves aware of the presence and location of existing services on site. There are often unknown services within any existing building, and all areas should be surveyed and scanned before works commence.

They shall make all reasonable effort to establish and mark out these routes for the general safety of all operatives on the site, they shall allow for maintaining and protecting the established route lines and markings for the necessary duration of the works; they shall take all necessary steps to avoid interference or damage to these services during the execution of the works; they will be deemed to have made the necessary allowance within their rates for working in and around and maintaining live these services.

Provide for protecting and maintaining all services on, under or over the site from damage and for protecting all personnel on site from injury or death by taking due account of Health and Safety requirements.

1.2e Visiting the site

The site may be inspected during the tender period by arrangement with the Employer.

1.3 Drawings and other documents

1.3a Drawings and other documents used for the preparation of the Pricing Document and issued to Tenderers

The following drawings and documents were issued to Tenderers

Refer to the Schedule

1.3b Drawings and documents not forming part of the Contract

The following drawings and documents do not form part of the Contract

As listed (if any) in Appendix 3 of the Instruction to Tenderers (Information Pack)

1.3c Inspection of drawings and other documents not issued to Tenderers

Drawings and other documents not issued to Tenderers may be inspected at

Not applicable

2. Contract

2.1 Form, type and Conditions of Contract

2.1a Form of Contract

The Form of Main Contract will be the 'Short Public Works Contract' (PW-CF6 v1.14) dated 19.07.2023 published on <http://constructionprocurement.gov.ie/contracts/> on the date 10 days before the latest date for submission of tenders (disregarding any amendments posted on that date).

2.1b Clause headings

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

Note: The clause headings of the Conditions of Contract are set out hereunder for pricing. Unless specifically itemised elsewhere in these Preliminaries, any costs for or in connection with any contractual requirements or obligations arising from these clauses shall be deemed included under these headings.

1. **This Contract**
2. **The Site, starting and completing the Works**
3. **The Works**
4. **The Price and payment**
5. **Representations and communications**
6. **Contractor's Personnel**
7. **Pay and condition 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**

1. **Contract**

2.1c **The Schedule (Including Employer's entries to the Schedule):** Refer to completed Schedule.

Clause 1.1: Employer's Representative

Clause 1.1: Time for Completion

Clause 1.3: Other documents in the contract

Clause 2.6: Rate of liquidated damages

Clause 2.8: Weather station

Clause 3.15: Defects Certificate issued

Clause 4.1: Interim payment

Clause 4.1: Percentage of price to be paid after Employer certifies the Works are substantially complete

Clause 4.2: Time for payment

Clause 10.3: Minimum indemnity limit for public liability insurance

Clause 10.3: Minimum indemnity limit for employer's liability insurance

Clause 10.4: Maximum levels of excess

Clause 12.3: Percentage of the unpaid portion of the Price to be paid if Employer terminates, Clause 12.2 does not apply, and Employer appoints another Contractor within 12 months

Clause 14: Project Supervisor (for the Construction Stage)

Clause 15.2: Body to appoint conciliator, if not agreed

Clause 15.3: Person to appoint adjudicator, if not agreed

2.2 **Contractor's liability**

2.2a **Contractor's liability for risk or injury to persons and property and for damage to the Works**

The Contractor shall, subject to any other provision in the contract, be liable for risk or injury to persons and property and for damage to the Works and shall indemnify the Employer in accordance with the Contract.

2.2b **Requirement of Contractor to effect insurance**

Where required, the Contractor shall effect insurance in respect of the Contractor's liability for some/all of the above risks. The relevant particulars will be detailed in the Schedule

2.3 (not used)

2.4 **Local Authority Fees and Charges**

2.4a **Consents, notices, fees and charges**

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

The Contractor shall pay all Local Authority fees and charges (including charges for connecting to services) in connection with the Works and any costs in connection with obtaining any consents or complying with any notices, other than those that the Employer undertakes to pay for and are listed in the contract documents.

2.5 **Obligations and restrictions imposed by the Employer**

2.5a **Access to and possession or use of the site**

The Contractor shall consult the convenience of anybody who may be affected by the work with regard to the approaches to be used, suitable times for making deliveries and all other matters affecting them.

Parking of Contractor's and operatives' cars and other vehicles will be at the discretion of the Contractor and any expense of same will be borne by the Contractor.

Specific requirements in relation to access to and use of the site:

The contractor shall liaise at all times with the Employer's Representative and the Facilities Manager with regard to the programming of the works and the availability of areas within and outside the building.

Delivery schedules shall be discussed / co-ordinated on an ongoing basis with the Employer's Representative and the Facilities Manager.

Contractor to note that access to the site for all personnel, plant and deliveries is to be through the front gate from the Edward Street. A designated Contractors compound shall be provided to the rear carparking area.

Clear access for deliveries and removals and all emergency escape routes from & around the building will need to be maintained during the contract.

Site WCs to be self-contained chemical toilets not connected into the existing drainage system. Canteen facilities are also to be provided by the Main Contractor.

Contractor to make provisions for deliveries along the access road at times of low pedestrian traffic, and Contractor traffic needs to be carefully managed in the vicinity of the site entrance.

Contractor to note that access to the building for personnel and all building materials and equipment is to be agreed prior to the commencement of the works with the architect & client.

The Contractor shall protect and maintain public and private roads, footpaths etc in the vicinity in their present condition and keep the approaches to, and within, the site absolutely clean and clear of mud, debris etc. arising as a consequence of the works. The Contractor will be responsible for maintenance of areas located within their boundaries and allow for sweeping and maintaining clean access from the main gate to the works area.

2.5b **Limitations of working space**

The Contractor is to confine operations to within the site.

Specific requirements in relation to limitations of working space:

The Contractor must maintain safe access, circulation and exit routes at all times. The Contractor will be required to prepare detailed Method Statements identifying proposed access routes. Visiting the site will be a condition of the tender.

The contractor should note that the building will be live and in continuous occupation for the duration of the contract. The contractor will be obliged to confine his operations to the areas and sequence given in the programme to be agreed with the Client.

The contractor shall maintain all existing emergency routes and emergency entrances free from obstructions at all times. The onus is on the contractor to maintain a safe working environment to the occupants of the building and users of the site throughout the period of the works.

Prior to the Contractors occupation of the subject building, Staff will be requested to keep files and all documents locked away in areas where Contractors are working – nonetheless The Main

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

Contractor, Sub-Contractors and all personnel associated with this contract shall be aware of data protection matters and the requirement for confidentiality at all times. No files, documentation whether physical or digital, official or personal shall be tampered with, accessed, defaced, copied or removed.

A breach of this understanding may result in the discontinuation of the contractor services in the DSP offices.

2.5c Limitations of working hours

Subject to any provision to the contrary contained in the Contract, no work shall be carried out during the night or on Sundays without the permission in writing of the Employer's Representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Employer's Representative.

The Contractor shall comply with any restrictions imposed by the Planning Permission or the Law.

Specific requirements in relation to limitations of working hours:

Working hours for Contractors will be 07:00-18:00 Monday to Friday, 08:00-14:00 Saturdays if required.

The Contractor should schedule delivery times/ movement of heavy machinery for between 7-9am in the morning, for traffic management purposes. Local Facilities Management Staff are to be notified in advance of any large deliveries so the office can put arrangements in place if necessary e.g. cordon off areas for vehicular access

Regular liaison and communication between the Contractor, Facilities Management, Architect and OPW, will be required at all times.

2.5d Limitations on the operation of plant with respect to adjoining property

Noise, dust, vibration and pollution should be kept to a minimum.

Specific requirements in relation to operation of plant with respect to adjoining property:

Noise should be kept to a minimum during this contract, and the Contractor must take this into account in the preparation of programme and selection of work methods to be employed.

Works generating high levels of dust or noise such as concrete cutting, coring, chasing, or demolition, should be carried out before 9 am and between 4pm and 6pm, except where notified in advance and agreed. Works generating low levels of noise should be programmed for these times. Dust, pollution, and water producing works (e.g. cleaning) should also be kept to a minimum.

The Contractor shall at all times maintain a clean site and put in place a strict regime of cleaning.

2.5e The use or disposal of any material found on the site

No materials found on the site may be re-used except those specifically listed here:

None listed

The Employer will retain title to the following materials from excavations and demolitions:

None listed

2.5f Hoardings, fences, screens, temporary roofs; temporary name boards and advertising rights

The Contractor shall provide suitable secure hoardings and maintain them in a safe and proper manner.

Specific requirements in relation to hoardings:

Hoardings to be erected to enclose the works areas & to prevent unauthorised access when works areas are not attended.

The Contractor shall provide suitable secure hoardings and maintain them in a safe and proper manner. The Contractor shall erect information signage to outer perimeter to inform public of the works, design to be

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

provided by the Architect. No other name-board(s) may be displayed on the site without the consent of the Employer who shall have absolute control and discretion as to size, specification and location, etc.

The Contractor shall not take photographs, write articles for publication or cause to be issued or displayed any advertisement about the Works or any product therein nor permit such acts by others, unless expressly authorised in writing by the Employer.

2.5g **The maintenance and protection of existing services on, under or over the site**

The Contractor shall do everything necessary to avoid damage to any services on, under or over the site, which are put at risk by the execution of the Works.

The Contractor shall protect and maintain all overground and underground services encountered during the execution of the Works. The Contractor is to make good any damage at their own expense and pay any costs or charges in connection therewith.

The Contractor shall formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that any services are damaged. The contingency plan must be approved in advance by the Employer's Representative and will include the names and contact numbers to effect 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 service may be at risk. Where deemed necessary the Services Engineer, a representative of the relevant authority or an emergency crew as appropriate will be in attendance where any particular service is at risk.

2.5h **The execution or completion of the work in any specific order or in sections or phases**

The Works are to be carried out in a single phase unless otherwise stated here:

Not applicable

Works are to be carried out as a single phase. Contractor to propose a phasing/ sequencing plan for approval and agreement with the client before works start on site.

The order of execution of the Works is at the discretion of the Contractor unless otherwise stated here:

Not applicable

2.5i **Maintenance of specific temperature and humidity levels**

The Contractor shall control the humidity of the Works (see also item for 'Drying the Works', sub-section 4w below).

Specific requirements in relation to temperature and humidity levels:

Not applicable

2.5j **Temporary accommodation and facilities for the use of the Employer**

The Contractor shall provide suitable separate sanitary convenience for the Employer's Personnel in an appropriate place on the site and to the approval of the Employer's Representative. This shall be maintained by the Contractor at all times in a clean and hygienic condition and removed on completion of the Works, the site being made good and deodorised.

The Contractor shall provide a lockable office on the site for the Employer's Personnel (Clerk of Works, Resident Engineer or Supervisory Representative) not less than 4.5 x 3.5 x 2.2m, substantially made, weatherproof, draught-proof and with adequate ventilation and heating. The office shall be furnished with a table, a drawing bench, a lockable drawer, chairs, shelves and presses. On completion, the office shall be removed and the site made good.

The Contractor shall provide heating, lighting, furniture and attendance for the temporary accommodation.

Other accommodation required:

None

2.5k **Provision of connections to voice and data communications systems for use of the Employer**

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

The Contractor shall include for the cost of the installation of and connections to temporary voice and data communications for the use of the Employer.

2.5l **Periodic usage and access charges on voice and data communication systems for use of the Employer**

The Contractor shall include for any periodic usage and access charges on voice and data communication systems for the use of the Employer and associated running costs.

2.5m **Provision of Project Supervisor Construction Stage services by the Contractor under the Safety, Health and welfare at Work (Construction) Regulations**

If the Schedule states that the Contractor is to be appointed project supervisor for the construction stage, the Contractor shall include for all costs for and in connection therewith.

2.5n **Quality Assurance Procedures**

The Contractor shall include for any costs for or in connection with the following, as required by the Works Requirements:

- inspections
- following quality assurance procedures
- items to be inspected or tested before delivery to the site
- tests to be carried out
- supplying and erecting samples
- air tightness testing

Specific requirements in relation to samples and/or tests:

As per drawings and specifications.

Samples will be required for:

- New counter and glazed screen
- Mock-up of typical sign on counter
- Paint colours to internal walls/ ceilings – range of sample colours to be presented for selection
- Vinyl floor covering material – range of sample colours to be presented for selection

All products should carry the CE mark to signify that the product conforms with all relevant EU directives.

Method statements will be required for various works or procedures e.g. construction and fitting of dust screens; fire stopping around mechanical and electrical services within walls /floors; taking up of existing floor tiles; etc.

2.5o **Security Clearance**

Site staff will be required to show their Safe-pass identity cards for access to the site.

The Contractor is to include for any specific requirements concerning security clearance of work-people as detailed below.

Specific requirements in relation to security clearance:

The successful contractor will be required, upon appointment, to submit relevant information of all employees (including those sub contracted) assigned to the project to a designated member of An Garda Síochána for the purposes of security clearance.

All contractors must be aware of and careful of data protection matters and confidentiality, etc. Cameras will not be allowed on site except for use by the foreman/ site manager to record photographs of the works.

All contractors should carry valid ID and wear a High Visibility vest with the Company logo while working in the building. Failure to comply may result in the discontinuation of the contractor services in the Garda Stations.

2.5p **Building Control Act**

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

The Contractor shall include for all costs in connection with complying with and carrying out any requirements of the Building Control Act 1990 and any Regulations and amendments to the Regulations

2.5q Performance Bond

A Performance Bond **is not** required

*If neither is deleted, this should be read as a performance bond **is not** required*

If a performance bond is required, the Contractor shall, before the Starting Date, give the Employer a performance bond in the form provided with the Invitation to Tender or, if there is none, in a form approved by the Employer. The performance bond shall be executed by the Contractor and by a surety approved by the Employer.

The amount of the performance bond (if required) shall be% (if not stated 12.5%) of the initial Contract Sum (including VAT) up to certification of Substantial Completion of the Works, and% (if not stated 6.25%) of the initial Contract Sum (including VAT) for the subsequent period stated in the form of bond in the documents in the contract. (If not stated, 15 months after Substantial Completion).

Note: The amount for Bond (if required) is to be identified separately in the submitted tender.

2.5r Any other obligations or restrictions imposed by the Employer

The Contractor on completion of the said Contract Works is to issue a certificate in a form acceptable to the Architect and Client confirming that all the Contract Works have been executed in accordance with the requirements of the current Building Regulations

3. Work by Specialist Works Contractors, Work by Utility Providers and Work by Others Engaged Directly by the Employer

3.1 Work to be carried out by Specialist Work Contractors (not used)

3.2 (not used)

3.3 Work by Utility Providers

3.3a Work by Statutory Authority, Public Undertaking, Local Authority or Public or Private Utility Provider

The Contractor shall include for the cost of any work to be undertaken by a Statutory Authority, Public Undertaking, Local Authority or Public or Private Utility Provider (including charges for connecting to the services) in connection with the project other than those (if any) that the Employer undertakes to pay for in the contract documents.

3.4 Work by others Engaged Directly by the Employer

3.4a Others directly engaged by the Employer

The following works shall be carried out by others directly engaged by the Employer

Insert as appropriate. Examples would be
Installation of Artworks under the Percent for Art scheme
I.T. Installations / AV Installations; PC installations and peripherals
Loose furniture Installations; desks, chairs, cabinets

3.4b Obligations and forbearances required of the Contractor including attendances with respect to work by others engaged directly by the Employer

Facilitate taking delivery of and temporary storage of all the above goods and /or materials (referred to in previous item) within the confines of the site. Allow use of welfare facilities. Provide for any additional

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

insurance premium that may be required in connection with the foregoing works by others engaged directly by the Employer.

Specific requirements in relation to obligations and forbearances required of the Contractor including attendances with respect to work by others engaged directly by the Employer:

Provide access to allow removal or installation of Furniture and carpet and artworks where/ if required.

See above.

4. General facilities and obligations

4a Supervision and co-ordination of the Works

The Contractor shall provide for the entire supervision and the coordination of the works in accordance with the contract.

4b Plant, tools and vehicles

The Contractor shall bring to site, install and remove on completion all plant, tools and vehicles required for the Works.

The Contractor shall maintain all the foregoing plant, tools and vehicles for the duration of the Works.

4c Scaffolding

The Contractor shall bring to site, erect and remove on completion all scaffolding required for the Works.

The Contractor shall adjust and maintain all scaffolding on site for the duration of the works.

4d Site administration including the provision and keeping of all statutory records

The Contractor shall be responsible for the entire administration of the site and the Works.

The Contractor shall be responsible for the provision and keeping of all statutory records pertaining to the site and the Works.

4e Security

The Contractor shall 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, in accordance with all statutory requirements.

Specific requirements in relation to security

The Contractor will be required to liaise with the client's security provider.

Contractor to liaise with Facilities Management at all times in relation to security of the existing building as well as security of the works, and adjoining site areas.

4f Provision of clearly identifiable site perimeters and surroundings

The Contractor shall provide clearly identifiable site perimeters and surroundings.

4g 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

The Contractor shall provide for protection of the public from site operations and shall provide arrangements for the protection of third parties and visitors to the site in accordance with all statutory requirements.

4h Transport for work people

The Contractor shall provide transport to and from the site and in and about the Works as necessary.

4i Protecting the Works from inclement weather

The Contractor shall protect the Works against damage from inclement weather.

4j Water for the Works

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

The Contractor shall provide clean fresh water for use on the Works, and pay all costs and charges in connection therewith, provide all temporary storage and plumbing services and clear away and make good on completion.

4k Temporary lighting and power for the Works

The Contractor shall provide electricity for use on the Works and pay all costs and charges in connection therewith. All temporary installations are to be cleared away and made good on completion.

4l Temporary roads, hardstandings, crossing and similar items

The Contractor shall provide all necessary temporary roads, entrances and gates, hardstandings, crossings and the like, and shall maintain them during the course of the Contract and remove them and make good on completion.

4m Temporary accommodation for the use of the Contractor

The Contractor shall provide and maintain all necessary temporary office accommodation for their use including an office for the Foreman or Site Agent in charge of the Works, with data and telephone, and remove and make good on completion.

The Contractor shall provide suitable accommodation for the holding of site meetings with a table for up to 15 people and 15 chairs.

The Contractor shall clear away and remove from site on completion any temporary accommodation and make good any areas disturbed.

4n Temporary storage areas including suitable separate storage for dangerous materials or substances

The Contractor shall provide watertight storage and external storage areas for materials and tools, including suitable and separate storage for dangerous materials or substances, in positions to be agreed with the Project Supervisor Construction Stage.

The Contractor shall clear away and remove from site on completion any temporary storage facilities, make good any areas disturbed and deodorise the site where necessary including any reinstatement.

4o Temporary telephones and data communications for the use of the Contractor

The Contractor shall provide temporary telephones and data communication facilities for their own use and so that they may be contacted on the site and pay all costs and charges in connection therewith.

4p Traffic Regulations

The Contractor shall ascertain and comply with any Traffic Regulations, Local Authority and or Garda Restrictions affecting the execution of the Works including any road closure, alternative route restrictions, the provision of signs and the effects of parking restrictions.

The Contractor shall pay all costs and charges in connection therewith.

4q Welfare facilities for work people

Welfare facilities for work people shall be in compliance with the Safety, Health and Welfare at Work (Construction) Regulations.

Toilets for the use of the work people and welfare accommodation shall be placed in positions approved by the Employer's Representative and the Contractor shall so manage them that they shall cause no nuisance. The Contractor shall remove on completion and deodorise and disinfect to the Employer's Representative's satisfaction.

4r Safety, Health and Welfare at Work provisions

The Contractor shall comply with all Health and Safety at Work provisions as required under the contract.

The Contractor shall provide for the following

The operation of the requirements of the 'Safe Pass' and 'Construction Skills Certificates' schemes

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

Safety officers and all safety supervisors, first-aiders, inspectors and certifiers required
Tests and certificates on plant and equipment
Safety signs and signals
Provision of personal protective clothing and personal protective equipment
Provision and maintenance of emergency routes and exits and designated personnel responsible for emergency procedures
Energy distribution installations
Temporary fire detection and fire fighting systems
Maintenance of appropriate working conditions and work-stations
Provision and maintenance of on-site traffic routes
Provision of first aid equipment and first aid room as appropriate

The Contractor shall be responsible for the design of all Temporary Works and for all costs in connection therewith.

The Contractor shall include for all costs associated with the provision of a final draft Safety File in Hardcopy and Soft Copy formats. The final draft Safety File shall be submitted complete one month in advance of substantial completion/handover. The final draft Safety File shall be fully indexed and set out strictly as per the format specified in the appendix to the preliminary Safety & Health Plan, issued at tender.

4s Disbursements arising from the employment of workpeople

The Contractor shall comply with all the 'Pay and Conditions of Employment' clauses in the Form of Contract.

4t Maintenance of public and private roads

The Contractor shall record the condition of any public or private roads and footpaths adjacent to the site insofar as affected by the Works.

The Contractor shall repair and make good any of these roads and footpaths damaged as a result of the works.

4u Removing rubbish, protective casings and coverings and cleaning the Works on completion

The Contractor shall from time to time as it accumulates remove any rubbish, protective casings and coverings and the like, and on completion of the works remove all plant, surplus materials and rubbish from the premises and shall leave the premises in a clean and proper state throughout with floors and windows clean and with eaves, gutters and downpipes clear.

Skips shall be properly protected against wind dispersal of materials and be clearly marked to avoid creation of a hazard either by day or night. They shall be removed and replaced whenever filled.

4v Compliance with waste management statutory requirements

The Contractor shall include for complying with all waste management statutory requirements and shall include for all levies and charges in connection therewith.

Prior to commencement on site, the Contractor shall submit a Waste Management Plan for removal, disposal and management of all waste arising from demolitions (if any), for the written approval of the Employer's Representative.

Such plan shall include, inter alia: list of wastes and quantities likely to arise as a result of the demolition works, into the following categories: (1) Non-hazardous, non re-usable wastes, (2) Hazardous wastes, including asbestos, (3) Non-hazardous, recyclable / re-usable waste.

The Contractor shall supply the following

(a) Details, including name and address of all proposed waste removal contractors, including a copy of each contractor's waste collection permit

(b) Details (address) of disposal / recovery locations, authorised in accordance with the Waste Management Acts

(c) A method statement for the removal and disposal of asbestos-containing materials, if any.

Producers and suppliers of all electrical equipment, fittings and accessories must be WEEE registered for handling and disposal of waste electrical materials. An up-to-date list of all such producers and suppliers may be found on the website www.weeeregister.ie/

4w Drying the Works

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

The Contractor shall provide for all equipment and fuel for drying and controlling the humidity of the building. The heating plant may be used for this purpose but if so used the Contractor shall pay for all fuel used and have the installation tested and recommissioned and shall hand it over in perfect condition on Substantial Completion of the work.

4x Temporary fencing, hoardings, gates, doors, screens, fans, planked footways, guardrails, gantries, floor, stair, roof edge protection, and protection of openings, safety nets and similar items

The Contractor shall provide all necessary items and remove on completion.

4y Control of noise, pollution and compliance with statutory obligations

The Contractor shall comply with all statutory obligations in relation to the control of noise and pollution. The Contractor shall take all necessary precautions to avoid the dispersal of dust and pollution to other areas within the property not directly involved with construction works. The Contractor is to install, maintain for the duration of the Works and remove on completion, all dust proof screens necessary or as required for the Works. The Contractor shall be deemed to have ascertained all local conditions and restrictions likely to affect the execution of the Works in this regard.

4z Protection of the Works

The Contractor shall provide for protecting the completed Works from any damage whatsoever including providing, maintaining and subsequently removing any necessary protective casings or the like and shall leave the Works clean, undamaged and fit for immediate occupation to the satisfaction of the Employer's Representative.

4aa Any other general facilities and obligations

All Contractors, sub-contractors and workers should be made fully aware of the vulnerability of a building to damage by fire during the course of the contract, and all possible precautions should be taken while the works are in progress. A high level of vigilance in terms of fire safety will be required of the Contractors.

Where carrying out works to the interior, the Smoke / fire alarm system is to be maintained during the building works. The Contractor is to carry out a twice daily check of all areas, especially before lock-up at the end of the day, to ensure no fire risk, and to ensure all doors and windows are secured. There should be protocols in place relating to covering/ un-covering of smoke alarms (where present) at the start and finish of works every day.

Prior to hot works being permitted, all alternatives must be investigated, and used wherever possible. Precautions must be taken for all work - within the building and on the roof- that use mechanical tools such as angle grinders, to ensure that no material or debris is at risk of ignition by sparks. In the event that hot works are necessary, a system of Hot Works Permits is to be employed. Fire extinguishers are to be on hand at all times, and workers should be trained in their use. Smoking in any location within the confines of the Contractor's site hoardings, or in the vicinity of the building, is ABSOLUTELY FORBIDDEN IN ALL CIRCUMSTANCES.

General Clean:

All areas used by the contractor as a work compound and or access are to be made good on completion of the works, all to the satisfaction of the Architect.

On completion the contractor is to insure that the works are completely cleaned including the windows internally and externally, all to the satisfaction of the Architect.

4ab Covid-19 Required Site Control Measures

Covid 19: Required Site Control Measures

Contractors must comply with the latest version of "Construction Sector C-19 Pandemic Standard Operating Procedures" issued by the Construction Industry Federation.

PRELIMINARIES CLAUSES

PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

Contractors should refer to and comply with the latest public health advisories issued by HSE, Gov.ie and other Government Agencies.

Covid 19 (or similar) 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

The Contractor shall also appoint an individual to promote and monitor the processes outlined above, ensure compliance by personnel, subcontractors and suppliers with the processes outlined above, monitoring the development of the health risk on all relevant websites (e.g. WHO, HSE, etc.) and updating the processes as required, developing site specific procedures to deal with all aspects outlined above and developing a response plan in the event of an individual on site showing symptoms of the particular health risk (contagion, virus, etc.).

The contractor shall ensure that all aspects of their tender, including the delivery programme for the Project shall fully comply with the recommendations set out in the Government's Return to Work Safely Protocol, COVID-19 Specific National Protocol for Employers and Workers. All recommendations set out within this document are to be implemented in tandem with but not limited to the Construction Stage Health and Safety Plan for the project, Industry best practices, pre-start checklists. The contractor shall prepare a site specific COVID-19 Response Plan and establish a site based COVID-19 response management team to ensure due consideration is given to all requirements including but not limited to employee travel to and from site, general health of employees, site hygiene, physical distancing requirements on site, respiratory hygiene, hand hygiene, site cleaning, site inductions, CIF online induction, PPE, first aid and prepare the necessary policies and procedures to prevent the spread of COVID-19 on site and manage all personnel that access the site. The contractor shall also appoint an individual / multiple individuals to ensure compliance with the procedures by all site personnel and any third party or visitor to the site during the course of the works and update the on-site policies and written procedures as required during the course of the works. The contractor shall include for all costs associated with the initial set-up, all necessary maintenance throughout the duration of the project and removal on completion of all these and any other COVID-19 related implications.

4ac Covid-19 Mandatory Closure

Covid 19 Mandatory Closure

This item refers to Clause 16 of the Form of Contract PW-CF6 V1.14 for Short Public Works. The contractor's attention is drawn to the "Site Closure Costs Supplement" (MF 1.31 dated 29/07/2021), referred to in the "Capital Works Management Framework" (see Appendix 1 attached to this document). The contractor must take cognizance of and allow for this supplement when preparing his tender submission.

4ad Generally

Maintaining temporary works, adapting, clearing away and making good shall be deemed to be included with the items.

Notices and fees to Statutory Authorities or Public or Private Utility Providers or Undertakings related to the preceding Items shall be deemed to be included with those Items.