Phase 2 Civils Works at Osprey House and Shannon Enroute Centre, Ballycasey, Co Clare

Prepared for: The Irish Air Navigation Service (t/a AirNav Ireland)

Title: Contract Preliminaries for Works Contractor and as PSCS



Confidential

Date: 2nd November 2026

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A1-01 The Project

AirNav Ireland was established as a commercial state-sponsored body on 1 May 2023 with the responsibility for the provision of Air Traffic services in Irish controlled airspace. AirNav Ireland provides air traffic control services for aircraft travelling through Irish airspace and those landing and taking off from Dublin, Cork and Shannon airports. AirNav Ireland North Atlantic Communications Centre in Ballygirreen, Co. Clare also provides a long-range High Frequency Radio (HF) communications service for Oceanic Air Traffic Control in the eastern half of the north Atlantic. AirNav Ireland is regulated by the Irish Aviation Authority

AirNav Ireland's primary responsibility is promoting and maintaining safety in all matters relating to aviation activities under its remit. In this respect, AirNav Ireland complies with and is responsible for implementing and supervising the highest standards and procedures in aviation. These standards are agreed at an international level by legally established bodies, charged with the responsibility for regulating all aspects of commercial aviation.

The Air Traffic Management (ATM) function is discharged by highly skilled professional personnel operating from modern purpose designed buildings utilising the most up to date technology available. References to "Irish Aviation Authority" on documentation issued before 1st May 2023 shall be deemed to reference "AirNav Ireland" accordingly.

The project will see the construction of new vehicular and pedestrian entrances, installation of security fencing, covered pedestrian walkway and all associated signage, landscape, site services and development works at Osprey House and Shannon Enroute Centre in Ballycasey, Co Clare.

A1-02 Location of the Project

The project is located at Osprey House, Unit 2, Brookvale Plaza, East Park, Shannon, Co Clare – an existing, two storey standalone office building and at the Shannon Enroute Centre, Ballycasey, Co Clare – both sites being separated by the Smithstown Road public roadway. AirNav Ireland are the owners of both of the above sites, with the localised public roadway section between the two sites in the ownership of the Shannon Commercial Properties, a subsidiary of Shannon (Airport) Group.

The Contractor should note that the Osprey House site is located within the setting of a wider Business Park with other tenants in operation. As such, the Contractor should ensure proper planning and safety measures are implemented so that there are no unscheduled interruptions to any of the day-to-day operations of the wider Business Park environment.

Please refer to Contractor's Access & Site Restrictions section further down within this report.

The exact location of the above sites and Smithstown road are indicated on the Architect's site location plan

A1-03 Description of the Works Requirements

The project will see the construction of new vehicular and pedestrian entrances, installation of security fencing, covered pedestrian walkway and all associated signage, landscape, site services and development works at Osprey House and Shannon Enroute Centre in Ballycasey, Co Clare.

Please refer to documentation prepared and issued by the Contracting Authority for details of requirements and procedures.

A1-04 Parties and Consultants

EMPLOYER:	Irish Air Navigation Service t/a AirNav Ireland The Times Building, 11-12 D'Olier Street, Dublin 2 D02 T449
EMPLOYER REPRESENTATIVE:	The Interiors Group Unit A3, Centrepoint Business Park, Oak Drive, Dublin D12 A2CF

ARCHITECT:	The Interiors Group Unit A3, Centrepoint Business Park, Oak Drive, Dublin D12 A2CF
QUANTITY SURVEYOR:	KSN Construction Consultants Beech House, Beech Hill Road, Clonskeagh Bridge, Roebuck, Dublin 4, D04 V5N2
SERVICES ENGINEER:	SEHA Technical Services Unit 1, Block A, Broomfield Business Park, Malahide, Co Dublin
STRUCTURAL ENGINEER:	Lohan & Donnelly Consulting Engineers 13 Gardiner Place, Mountjoy Square, Dublin 1, D01 V0T8
ROAD TRAFFIC ENGINEER:	NRB Consulting Engineers 5th Floor, 40 Mespil Road, Dublin 1, D04 C2N4
PSDP:	DCON Safety Consultants Suite 5, Fitzwilliam Square East, Dublin D02 R744

A1-05 Form of Contract

The Articles of Agreement and Conditions of Contract shall be those for use on Public Works Contracts for Minor Building and Civil Engineering Works designed by the Employer (PW-CF5 v.2.10, 16 June 2026) published by The Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation.

The Articles of Agreement and Conditions are enclosed separately with the Contract Documents.

A1-06 Schedule of Conditions of Contract

The Contractor shall comply with the Conditions of Contract as here scheduled by reference to Clause headings and the amendments, revisions, and Special Conditions incorporated herein above provided. The Conditions of Contract shall be read as though set out here in full and duly amended, revised and extended as herein above provided.

1. THE CONTRACT

1.1 Definitions

1.2 Interpretation

1.3 Inconsistencies

1.4Pricing Document and Works Proposals

1.5 Performance Bond

1.6 (not used)

1.7 Joint Ventures

1.8 Assignment

1.9 Miscellaneous

1.10 Background Information

2. THE LAW

2.1 Law Governing the Contract

2.2 Compliance with Legal Requirements

2.3 Consents

2.4 Project Supervisor

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

2.6 Ethics in Public Office

2.7 Data Protection

3. LOSS, DAMAGE AND INJURY

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

3.2 Care of the Works

3.3 Insurance of the Works and Other Risk Items

3.4 Contractor's Indemnity

3.5 Employer's Indemnity

3.6 Public Liability and Employer's Liability Insurances

3.7 Professional Indemnity Insurance

3.8 Existing Facilities and Use or Occupation by Employer

3.9 General Requirements Concerning Insurance

3.10 Limitation of Liability

4. MANAGEMENT

4.1 Co-operation

4.2 Contractor's Representative and Supervisor

4.3 Employer's Representative

4.4 Employer's Representative's Communications

4.5 Instructions

4.6 Works Proposals

4.7 Required Contractor Submissions

4.8 (not used)

4.9 Programme

4.10 Progress Reports

4.11 Notice and Time for Employer's Obligations

4.12 Documents

4.13 Contractor's Management

4.14 Communications

4.15 Meetings

4.16 Confidentiality and Secrecy

4.17 Contractor's Things Not to Be Removed

4.18 Contractor's Documents

5. CONTRACTOR'S PERSONNEL

5.1 Contractor's Personnel to Carry Out Contractor's Obligations

5.2 Qualifications and Competence

5.3 Pay and Conditions of Employment

5.4 Subcontractors and Specialists

5.5 Collateral Warranties

5.6 Removal of Workers

5.7 Weekly Labour Records

5.8 Ancillary Certificates

6. PROPERTY

6.1 Ownership of Works Items

6.2 Infringement of Property Rights

6.3 Works Requirements

6.4 Rights in Contractor's Documents

7. THE SITE

7.1 Lands Made Available for the Works

7.2 Trespassers

7.3 Contractor Responsible for All Site Operations

7.4 Services for Employer's Facilities

7.5 Security and Safety of the Site and Nuisance

7.6 Other Contractors

7.7 Setting Out the Works

7.8 Archaeological Objects and Human Remains

7.9 Access and Facilities

7.10 (not used)

7.11 (not used)

7.12 Charges

8. QUALITY, TESTING AND DEFECTS

8.1 Standards of Workmanship and Works Items

8.2 Quality Assurance

8.3 Inspection

8.4 Tests

8.5 Defects

8.6 Defects Period

8.7 Defects Certificate

9. TIME AND COMPLETION

9.1 Starting Date

9.2 Suspension

9.3 Delay and Extension of Time

9.4 Programme Contingency

9.5 Omissions and Reduction of Time

9.6 Substantial Completion

9.7 (not used)

9.8 Liquidated Damages

10.CLAIMS AND ADJUSTMENTS

10.1 Compensation Event

10.2 Contractor to Pay Employer's Cost of Checking Quantities

10.3 Contractor Claims

10.4 Proposed Instructions

10.5 Employer's Representative's Determination

10.6 Adjustments to the Contract Sum

10.7 Delay Cost

10.8 (Not used)

10.9 Employer's Claims

11. PAYMENT

11.1 Interim Payment

11.2 Unfixed Works Items

11.3 Retention

11.4 Full Payment

11.5 Final Statement

11.6 Time for Payment and Interest

11.7 Value Added Tax

11.8 Withholding Tax

12. TERMINATION

12.1 Termination on Contractor Default

12.2 Consequences of Default Termination

12.3 Suspension by the Contractor

12.4 Termination by the Contractor

12.5 Termination at Employer's Election

12.6 Consequences of Termination by Contractor or at Employer's Election 45

12.7 Survival

12.8 Payment

12.9 Reference to Conciliation

13. DISPUTES

13.1 Conciliation

13.2 Adjudication

13.3 Arbitration

13.4 Jurisdiction

13.5 Agent for Service

13.6 Continuing Obligations

14. COVID-19 MANDATORY CLOSURE

14.1 Covid-19 Definitions

14.2 Covid-19 General Provisions

14.3 Covid-19 Costs

15 PRICE VARIATION

15.1 Definitions

15.2 Contract Sum Adjustments

15.3 Proportions

15.4 Change in Law

15.5 Failure to Commence by the Start Date

15.6 Failure to Complete on Time

15.7 Excluded Amounts

15.8 Revisions to the Index Figures

15.9 Permitted Increases and Permitted Decreases for Material Categories and Fuel Categories

15.10 Adjustments for Labour

15.11 Efficiency

Appendices to Clause

Appendix 1 Definitions

Appendix 2 Permitted Increases and Permitted Decreases for Materials and Fuel
Appendix 3 Labour

A1-07 Collateral Warranties

Copies of the proposed forms of warranties are available on the GCCC document website at http://www.constructionprocurement.gov.ie/.

Collateral Warranties for work materials and design will be required for the following elements of the works:

- Covered Pedestrian Walkway Structure

A1-08 Terms and Definitions

The terms used in the Contract Documents shall be as defined in GCCC unless otherwise herein provided.

A1-09 Compliance

The Contractor shall certify on completion of the Works that all work carried out by him and his subcontractors is in compliance with the design and that any design work carried out by him is in compliance with the requirements of the Building Regulations.

The Contractor undertakes to comply fully with:

(a) All relevant Regulations made by any Authority having jurisdiction over or in connection with the works.

(b) Codes of Practice issued by the Irish Standards Authority: The British Standards Institute or the European Standards Authority.

(c) Irish, British, European and other Standards referred to in this Specification.

(d) Technical Guidance Documents issued by the Department of the Environment and the Codes and Standards referred to therein and BRE Digests.

(e) Printed directions issued by the manufacturers of proprietary materials and components specified or used in the works.

A1-10 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 Architect shall be final and binding as to the intent, meaning and scope of the Drawings and Specifications and Contractor shall consult Architect 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 Architect shall not bind Architect 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 Architect 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 specification. 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.

A1-11 Permissions and Consents/Contractor Compliance

The Client shall be responsible for the lodgement of the Commencement notice to Clare County Council in the prescribed manner.

The Contractor shall include here for all costs in connection with obtaining all Consents other than the Consents that the Works Requirements say that the Employer is to obtain. The Contractor will bear the costs associated with undertaking works on the public roadway and all associated road opening licences required to do so from the Local Authority/Owner.

The Contractor shall give and comply with all notices and pay all taxes, fees and charges required under Legal Requirements to be paid in connection with performing the Contract, unless the Works Requirements say otherwise

The Contractor shall include here for all costs in connection with obtaining all Consents other than the Consents that the Works Requirements say that the Employer is to obtain.

The Contractor shall take notice of the requirements of any existing Planning Permissions and Fire Safety Certificates in connection with the subject premises wherein the Works will be undertaken and undertakes to comply with the same in all material respects.

The Contractor shall give and comply with all notices and pay all taxes, fees and charges required under Legal Requirements to be paid in connection with performing the Contract, unless the Works Requirements say otherwise.

A1-12 Tendering Procedures

Main Contract Tendering

Scope General These conditions are supplementary to those stated in the

Invitation to Tender.

Tendering Procedure

General: In accordance with the Code of Practice for Tendering + Contractual Matters 2006.

Warranty

The Agreement: Enter into a warranty, a copy of which, with the relevant parts completed, is included with the tender documents.

Location: Incorporated into the conditions of contract.

Exclusions

Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.

Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

Acceptance of Tender

The Employer and Employer's representatives:

- Offer no guarantee that any tender will be recommended for acceptance or be accepted.
- Will not be responsible for any cost incurred in the preparation of any tender.

Acceptance: Conditional on the production of a satisfactory performance bond.

Period of Validity

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 90 days. Anticipated Date for possession/ commencement: **early January 2027.**

Site Visit

Tenderers are required to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working.

They shall be taken to have made themselves acquainted with the nature of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the works.

They must take all the above matters into account when tendering and no claims for extras will be allowed in consequence of their failure to do this.

Pricing/ Submission of Documents: Pricing Document and Preliminaries:

Preparation: In accordance with ARM Issue 5 (ARM 5)

The Main Contractor is to provide a detailed breakdown of preliminaries with their tender.

The Main Contractor shall provide and maintain all relevant insurances, including:

- Public Liability Insurance
- Employer's Liability Insurance
- Non-Negligence Insurance
- Bond (where required)

A1-13 Contract Drawings and Schedules

Contract Drawings shall include all drawings and schedules as provided within the Tender Information.

Copies of the drawings, additional to those provided for in the Conditions of Contract, shall be provided at the Contractor's expense. The Contractor shall keep one copy of all Contract Drawings and the Contract Specification on the Works for inspection by the Employers Representative and members of the Design Team or their nominees.

A1-14 Arrangements for Visiting the Site

Tenderers are required to visit the site and ascertain the facilities of access thereto, the supply of labour and materials the district will afford and the general convenience of working.

They shall be taken to have made themselves acquainted with the nature of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the works.

They must take all the above matters into account when tendering and no claims for extras will be allowed because of their failure to do this.

The Contractor should plan for visiting the site by appointment with AirNav Ireland via the messaging function on the E-Tenders platform.

A1-15 Standard Method of Measurement

The Bill of Quantities is measured in accordance with the Agreed Rules of Measurement, ARM 5 jointly published by the Society of Chartered Surveyors in the Republic of Ireland and the Construction Industry Federation but subject to the qualifications listed in a separate section.

Where deviations from the Agreed Rules of Measurement have been made, they are clearly indicated by a preamble or description of the deviation in the appropriate section.

In certain cases, the work has not been measured in detail but has been referenced to the detail Drawings; in such instances, the description given in the Bill of quantities shall be deemed to include the additional information given on the detail Drawings as if given in full in the Bill Item.

A1-16 Tender Documentation

The Tender Documents shall be read in conjunction with one another and shall comprise the complete documentation upon which the Contractor is to base his Tender.

The Contractor shall be deemed to have examined all documents forming part of the Tender Documents, including the Conditions of Contract, Schedule, Specification, Preliminaries, Bills of Quantities, drawings, schedules and all other documents issued in connection with the Works.

The Contractor shall satisfy himself as to the completeness and sufficiency of the Tender Documents and shall notify the Employer's Representative in writing of any discrepancies, ambiguities, omissions or inconsistencies identified prior to submission of his Tender.

The Contractor shall allow in his Tender for all labour, materials, plant, equipment, supervision, temporary works, attendance and other requirements necessary for the proper execution and completion of the Works in accordance with the Tender Documents.

No allowance shall be made for any additional costs arising from the Contractor's failure to examine the Tender Documents or to raise queries in respect of apparent discrepancies or omissions prior to submission of his Tender.

The Contractor shall ensure that his Tender submission includes all information, schedules, declarations, certificates and other particulars requested in the Instructions to Tenderers and the Tender Documents.

The Contractor shall not qualify, amend or otherwise alter the Tender Documents unless expressly permitted by the Employer. Any proposed qualifications, exclusions or deviations shall be clearly identified in the Tender submission and shall be subject to the Employer's consideration.

A1-17 Sub-Letting

The Main Contractor must not assign or sub-let any part of the work to others without the written consent of the Employer's 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 Employer's Representative's decision, before construction works start.

Before the Employer's Representative will give his consent for any part of the work to be sub-let, the Main Contractor will have to satisfy the Employer's Representative on the following points:

1. That the result of sub-letting will be to secure higher or more specialist skills than the Main Contractor could reasonably be expected to provide within his own organisation or obtain on the ordinary labour market.
2. That sub-letting will not reduce the effectiveness of the Main Contractor's control over the job or lessen the General Foreman's authority on the site.
3. That any increase in productivity (in the purely quantitative sense) due to labour only sub-contracting will not be accompanied by any lowering of standards of workmanship or exploitation in any other form.
4. The Main Contractor will have a proper and binding agreement with the Sub-Contractor, whereby the latter is held to all the relevant particulars of the Specification and agrees to abide by the Employer's Representative's decision.

A1-18 Collateral Agreements / Warranties-Main Contractor

The Contractor shall furnish to the Employer a Collateral Warranty in the form of the draft Collateral Warranty annexed hereto. (or in a form to be agreed).

A1-19 Collateral Agreements/Warranties – Specialist Sub- Contractors/Suppliers

Collateral Agreements / Warranties in the forms issued to Specialist Sub-Contractors and Specialist Suppliers may be executed between the Employer and the Specialist Sub-Contractors or Specialist Suppliers. The terms of these conditions are deemed to be amended and supplemented in all respects

necessary to entitle the Employer vis-a-vis the Contractor to give effect to the terms of such Collateral Agreements / Warranties.

A1-20 Prime Cost Sum

Not Applicable

A1-21 General Attendance

The facilities referred to in ARM 5 Clause B4 (z) are deemed to be included in the items of General Attendance on Specialist 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 Specialist Sub-Contractors, Specialist 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.

A1-22 Special Attendances

The facilities referred to in ARM 5 Clause B3.1 (a) to (f) inclusive are deemed to be included in the items of Special Attendance on Specialist Sub-Contractors, Statutory Authorities, Public Undertakings or Public or Private Utility Providers.

Other special attendances not included in the foregoing items have been given as items for each Specialist Sub-Contractor, Statutory Authority, Public Undertaking or Public or Private Utility Provider if so required.

General Attendance

The facilities referred to in ARM Clause 4 (w) are deemed to be included in the items of General Attendance on Specialists, or General Contractor's On-Costs on Local Authorities and Public Undertakings. In addition all items of General Attendance or General Contractor's On-Costs shall be deemed to include arranging with Specialists, Suppliers, Local Authorities or Public Undertakings 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.

General facilities and Obligations to be provided for the works;

a) Supervision and coordination of the works
b) Plant, tools and vehicles (i) bringing to site, installing and removing on completion (ii) maintaining on site for the duration of the works
c) Scaffolding (i) bringing to site, erecting and removing on completion (ii) maintaining on site for the duration of the works
d) Site administration including the provision and keeping of all statutory records
e) Security & provision of clearly identifiable site perimeters and surroundings
f) 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
g) Transport for work people
h) Protecting the works from inclement weather
i) Water for the works. Particulars shall be given if water shall be supplied by the employer
j) Temporary lighting and power for the works. Particulars shall be given if current will be supplied by the Employer
k) Temporary roads, hardstanding's, crossing and similar items
l) Temporary accommodation for the use of the contractor
m) Temporary storage areas including suitable and separate storage for dangerous materials or substances
n) Temporary telephones for the use of the Contractor
o) Traffic regulations
p) Welfare facilities for work people to be in compliance with the fourth schedule of the Safety Health and Welfare at Work (Construction) regulations
q) Safety Health and welfare at work provisions including items for the following:- i) The operation of the requirements of the SAFE PASS and CONSTRUCTION SKILLS CERTIFICATES SCHEMES ,ii) Safety Officers and all safety supervisors, first aiders, inspectors and certifiers required, iii) tests and certificates on plant and equipment, iv) Safety signs and signals, v) Provision of personal protective clothing and personal protective

equipment, vi) Provision and maintenance of emergency routes and exits and designated personnel responsible for emergency procedures, vii) Energy distribution installations, viii) Temporary fire detection and firefighting systems, ix) Maintenance of appropriate working conditions and work stations, x) Provision and maintenance of onsite traffic routes, xi) Provision of first aid equipment and first aid room as appropriate

r) Disbursements arising from the employment of work people
s) Maintenance of public and private roads
t) Removing rubbish, protective casings and coverings and cleaning the works on completion
u) Compliance with waste management statutory requirements
v) Drying the works
w) 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
x) Control of noise, pollution and compliance with statutory obligations
y) Protection of the works
z) General attendance on specialists which shall be deemed to include the use of the contractors temporary roads, hardstandings, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away and disposal of rubbish, provision of space for the sub-contractors own offices and the storage of his plant and materials and the use of the messrooms, sanitary accommodation and welfare facilities

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.

A Special Attendance's

The facilities referred to in ARM Clause 3.1 (a) to (g) inclusive are deemed to be included in the items of Special Attendance on Specialists, Local Authorities and Public Undertakings. Other Special Attendance's not included in the foregoing items have been given as items for each Specialist, Local Authority or Public Undertaking if so required.

A1-23 Fixing

Fixing of goods and materials supplied by Specialists / Employer shall be deemed to include unloading, storing, hoisting the goods and materials and returning packing materials to the Specialist Supplier carriage paid and obtaining credits therefor. In addition, all items for fixing of goods and materials supplied by Specialists / Employer shall be deemed to include arranging with Specialists/ Employer 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.

A1-24 Conveying Goods and Materials to Site

Notwithstanding the provisions of ARM 5 Clause B3.2 the 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.

A1-25 Proof of Insurance

The requirements for insurances are set out in Clause 3 of the Conditions of Contract and as listed in the Schedule, Part 1D. The Contractor shall submit evidence to the Employer in accordance herewith and with the provisions of the Conditions of Contract that the required Insurances are in effect prior to commencement of the works. The Contractor shall, when requested to do so by the Employer, submit prompt evidence of the renewal of all such Insurances during the contract period.

A1-26 Employers Representatives Instructions and Variations

All instructions and Change orders shall be issued by the Employers Representative only. No payment will be made to the Main Contractor or any Sub-Contractors in respect of work for which an instruction is issued by any person other than the Employers Representative or his representative duly

notified as an authorised person by the Employers Representative in writing to the Contractor.

A1-27 Health and Safety: Project Supervisor Construction Stage

The Employer has appointed DCON Safety Consultants as Project Supervisor Design Process (PSDP).

The Contractor's attention is drawn to the 'Preliminary Health and Safety Plan' prepared by the above mentioned PSDP. The contractor should include for all risks therein associated with this project.

The Contractor shall in consideration of the acceptance of his tender and by way of Collateral Agreement to the Main Contract, provide the services of Project Supervisor Construction Stage (PSCS) for the Works, within the meaning of the Safety Health and Welfare at Work (Construction) Regulations 2013 and any amendments thereto.

The cost of the provision of such said service shall be deemed to be included in the Contract Sum.

Prior to commencement of the works the Contractor shall appoint a competent person as Project Supervisor Construction Stage for the Works and shall maintain a competent person in this position in relation to the works for the duration of the Works and thereafter until complete discharge of the duties and obligations required of a Project Supervisor Construction Stage for the project.

The Contractor shall in respect of all persons and site activities provide for and ensure compliance with all Health, Welfare and Safety Standards and Regulations 2013 howsoever arising in connection with the works and as between the Employer and the Contractor, the Contractor shall be responsible for the health, safety and welfare of all persons employed on the site whether under his direct control or not.

The Contractor shall ensure that safe practices and methods of work are adopted at all times. The contractor in that capacity or in his capacity as Project Supervisor Construction Stage shall have notified the Employers Representative in writing at or prior to the submission of his tender if he considers any requirement relating to the time for carrying out the works or any part of the works or the design of the works or specification of materials render work

methods or procedures necessarily hazardous, or in any way to prevent the works from being safely carried out, in respect of which notice the Employers Representative shall have issued such necessary instructions as he shall have seen fit.

The Contractor shall bear all costs howsoever arising out of his failure to give notice of foreseeable matters in this regard.

The Contractor shall ensure that a proper and adequate Safety and Health Plan is prepared prior to the commencement of the works and shall ensure that it is maintained and updated throughout the currency of the works. The Contractor shall procure through the Project Supervisor Construction Stage, and submit to the Employers Representative, a Safety File in accordance with the requirements of the same Regulations prior to the issue of the Certificate of Substantial Completion.

Should the Employer require an audit on the Project Supervisor Construction function at any stage in the course of the Contract, the Contractor shall carry out such audit and cooperate and/or comply with the Employers direction in respect of any such audit.

A1-28 Programme

Tender Programme

The Contractor shall have submitted with his tender a programme for the execution of the works within the contract period in the form of a bar-chart, to be referred to as the Tender Programme. The Tender Programme shall show the periods of time which the contractor requires to carry out the entire works as set out in the tender documentation and shall show the periods of time from commencement within which sequential possessions or partial completions are to be attained where relevant in accordance with the contractual sequence of the works. The construction programme is required to incorporate the First and Second Threshold provisions set out in the Form of Tender Schedule Part 1 K, as required under Clause 9.4.

The Contractor shall have regard to the Preliminary Safety and Health Plans set out in the tender documents and consult with his proposed Project Supervisor Construction Stage in respect of the details set out in the Tender Programme, and shall incorporate the recommendations and directions of the proposed

Project Supervisor Construction Stage in respect of all relevant health and safety matters in such programme.

The Tender Programme shall take effect from the date of possession and shall apply to the works accordingly in respect of calendar dates.

A1-29 Contract Manager

The Contractor shall nominate a Contract Manager for the period of the Contract who will be responsible specifically for planning and programme. The Contractor's Contract Manager shall be available at all times to partake in discussions with the Employers Representative on programme and shall be authorised by the Contractor to make commitments on the Contractor's behalf in connection with the programme and the resources to be allocated to the Works.

The Contractor shall, at fortnightly intervals furnish a progress report on the activities of the programme current at the time, in a format which is acceptable to the Employers Representative and to include:

- Overall programme status vs contract
  Progress against key milestones
- Look-ahead programme (2–4 weeks)
- Labour and plant resources on site
- Procurement status and long-lead items
- Design progress (where applicable)

Inspection and certification status

Health & Safety summary

- Quality issues / non-conformances
- Risks, delays, and mitigation measures
- Commercial update (variations / potential claims)

The Contractor and his Contract Manager shall, at such fortnightly intervals, or as directed by the Employers Representative, attend a Co-ordination Meeting with the Employers Representative at which the Contractor shall present his Progress Report. Should it appear to the Employers Representative at any time that the actual progress of the Works does not conform with the approved programme referred to in sub-clause (a) of this Clause, the Employers Representative shall be

entitled to require the Contractor to produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works or any Section within the time for completion as defined in the Contract extended time granted pursuant to Clause 9 and to supplement his resources as necessary to meet and comply with the requirements of such revised programme.

A1-30 Cash Flow Projection

The Contractor shall, within 10 days of the acceptance of his tender, submit to the Employers Representative a cash flow forecast based on the Tender Programme and amended in due course to the Contract Programme. The Contractor shall review the cash flow forecast and incorporate a current review on a running column basis at each valuation, a copy of which will be returned to the Employers Representative forthwith.

A1-31 Value Added Tax

When submitting detailed progress statements as required under the Standard Conditions and when submitting details for settlement of the Final Account, the Contractor shall show separately the value of any items, including any such included in sub-contractors accounts, upon which Value Added Tax is chargeable at a rate different from that applicable to building contracts. In the case of "fittings" as defined by the Revenue Commissioners such values shall be the cost of supply and delivery only. When claiming payment from the Employer on foot of any interim or final certificate which includes the value of items chargeable at a rate different from that applicable to building contracts the Contractor shall raise a separate Invoice covering each different rate of Value Added Tax applicable. The Revenue Commissioners have stated that failure to raise Invoices in this way will render the total Final Account liable to Value Added Tax at the highest rate involved. The Employer will not be liable to pay the Contractor for any excess tax becoming payable as a result of failure to comply with this provision which is in accordance with the Regulations of the Revenue Commissioners.

A1-32 Building Regulations and Licences and Consents

The Contractor shall carry out the works in accordance with the provisions of the Building Control Act and the Building Regulations and all subsequent amendments thereto which shall relate to the works. The Contractor shall inform the Employers Representative of any specific requirement of the drawings or specification which he considers to be in contravention of the Building Regulations and the Employers Representative shall take account of the Contractor's submission and issue instructions accordingly as he shall see fit.

Without prejudice to the generality of the Contractor's obligation to build in accordance with the Building Regulations, the Contractor shall in particular ensure, and duly certify on completion, that the Works have been carried out strictly in accordance with the provisions of the existing Fire Safety Certificate/s for Osprey House.

The Contractor shall be responsible for the lodgement of the Commencement notice to Clare County Council in the prescribed manner.

The Contractor shall carry out the works in accordance with the provisions of the Building Control Act 1990 and the Building Regulations 1997 and all subsequent amendments thereto which shall relate to the works. The Contractor shall inform the Employer's Representative of any specific requirement of the drawings or specification which he considers to be in contravention of the Building Regulations and the Employer's Representative shall take account of the Contractor's submission and issue instructions accordingly as he shall see fit.

A1-33 CONTRACTOR'S OBLIGATIONS – BUILDING CONTROL REGS 2014 DELIVERABLES

All obligations contained in the Preliminaries document are deemed to form part of the works / building contract and any/all costs associated therewith are to be included in the Contractor's tender costs.

The Works Contractor shall be responsible for:

- Collating and issuing all:
    - Certificates
    - Sub-certificates

    - Collateral warranties
    - Consultant Collateral warranties
    - Test results and commissioning records
    - Subcontractor contracts
    - Insurances EL, PL & other as required
    - Subcontractor insurances PI, EL, PL & other as required
- A tracker is to be maintained and updated until all documentation has been:
    - Submitted to the Employer's Representative
    - Reviewed and approved
- Practical Completion shall not be granted until all documentation is:
    - Fully executed (signed/sealed as appropriate)
    - Approved by the Employer's Representative

The Contractor shall confirm and/or provide:

A1-33.01 Acceptance of the assignment to build and supervise the building or works

The requirement for acceptance from the Building Owner the assignment to build and supervise the building or works and provide and/or sign the statutory forms identified in the Commencement Notice.

A1-33.02 Familiarisation

The requirement that the Contractor has familiarised themselves with the drawings, specifications, and all documents.

A1-33.03 Execution, Inspection Milestones, Sequence and Programme of Works

Agree the Execution, Inspection Milestones, Sequence and Programme of Works with the Contract Administrator or Employers Representative.

A1-33.04 Oversee General Construction Works and/or Specialist Works

Ensure Competent Person(s) are assigned to oversee the general construction works and/or specialist works. The specialist works and associated Assigned

Certifiers which the Contractor is responsible for are identified on a preliminary basis in the Inspection Notification Framework.

A1-33.05 Cooperation

Ensure cooperation at all times with the Contract Administrator, Employers Representative and Design Team.

A1-33.06 Workmanship

Ensure that the workmanship complies with the requirements of the Building Regulations.

A1-33.07 Materials

Ensure that the selected materials for under the Contractors responsibility comply with the requirements of the Building Regulations.

A1-33.11 Main Contractor and Specialist Sub-Contractor Supervision

The Sub-Contractor shall notify the Contractor the names of his appointed supervisors. No work shall be carried out unless one of the appointed supervisors is present.

All work shall be carried out in accordance with the terms and requirements of the works requirements and approved submissions and samples.

The Employer's Representative or Assigned Certifier shall, if required, make random or periodic visits to suppliers' premises to ensure that standards of manufacture and quality control are to their satisfaction.

A1-33.14 Inspection Protocols

The inspection requirements set out in this document do not in any way relieve, replace, or reduce the Contractor's duty to supervise the works.

Coordination of tests, inspections & records:

- The appointed Contractor shall meet and coordinate and update the Inspection Notification Framework and preliminary Inspection Plan with the Contractors construction programme.
- The Preliminary Inspection Plan is updated to show the agreed inspection milestones.
- All elements identified in the Inspection Notification Framework to be made available for inspection at each milestone.
    1. complete,

2. not concealed
3. safely accessible

- The Contractor shall facilitate random inspections by the Assigned Certifier or Ancillary Certifiers as if such inspections were identified in the Inspection Notification Framework.
- The Contractor to provide in a timely manner all certificates and tests for materials, products and assemblies

A1-33.15 Advance notice and time for inspections:

- Due consideration shall be given by the Contractor for inspection notices. No claims for extension of time or financial claims shall be considered for delays arising out of inspection or re-inspection requirements.
- The Contractor shall ensure advance notifications are issued with respect to works to be inspected that are identified in the Inspection schedule. The minimum advance notice required for inspection of items of works is 5 working days.

A1-33.16 Re-Inspections/Follow up inspections

- The minimum notice required for re-inspection of items of works not complete or requiring remedial works shall be 3 working days.
- The Contractor shall diligently ensure that any incomplete areas of given milestones are completed and that such works are kept available for inspection again, or until a record of completion is furnished.
- It is the responsibility of the Contractor to coordinate and supervise the works and no claim for delay or cost shall arise from the requirement to re-inspect.

A1-33.17 Non-Conformance

- Materials & Workmanship- contract clauses
- Contract /Works Requirements – contract clauses
- Missed Inspections- Ultimately they are recorded on the completed Preliminary Inspection Plan and registered with Building Control.

A1-33.18 Phased Completion

The Contractor shall promptly provide the documentation required for each phase.

A1-34 CONTRACTOR'S LIABILITY

A1-34.01 Risk of Injury to Persons and Property and Insurance

The requirements for insurance for damage to persons and to property are set out in Clauses covered in Section 3 of the Conditions of Contract.

A1-34.02 Risk of Damage to the Works and Insurance

The requirements for insurance for damage to the Works is set out in Clauses covered in Section 3 of the Conditions of Contract.

A1-35 EMPLOYERS LIABILITY

A1-35.01 Insurance for Existing Structure

The requirements for insurance for damage to the Works are set out in Section 3 of the Conditions of Contract.

A1-36 Non-Negligent Insurance

Not Applicable

A1-37 Conditions to be Read with Specification/Pricing Document

Save where otherwise expressly provided, the provisions of this Specification/Pricing Document and Drawings, which do not relate to the quality or quantity of the works, the standards of materials, or standards and methods of workmanship, shall be read in conjunction with and in extension of the General Conditions of Contract.

A1-38 Supervision

The Contractor shall provide as part of the tender submission, the Management Organisation Chart that demonstrates the personnel and specialists he intends to nominate for the project.

The Contractor shall provide proper and competent supervision at all times during the progress of the works to ensure that the works are carried out properly in accordance with the Contract. The level and type of supervision shall

be in accordance with a Contract Management Programme to be prepared by the Contractor and agreed by the Employer prior to signing of the Contract and shall be, notwithstanding, proper and adequate to secure the Contractors obligation in respect of the Contract. The Contractor shall provide competent supervision by means of experienced personnel informed in all of the requirements of this Specification for all stages of the work, and without prejudice to the generality of this Clause, in the relevant Codes of Practice, Standards and Regulations.

Management Structure

The Contractor shall at a minimum, provide the following management structure on site for the duration of the works.

- 1 no. Contracts Manager
- 1no. Site / Project Manager
- 1 no. Services Co-ordinator
- 1 no. Temporary Works Designer

The Contractor shall submit satisfactory CV for all of the above management team prior to award of tender; subject to these being acceptable to the Employers Representative the Contractor shall undertake not to replace or substitute any of the said management team the consent of the Employers Representative, which consent shall not be unreasonably withheld.

Contracts Manager

The Contractor shall in particular appoint a Contracts Manager to the works with full authority to act on the contractors behalf in all matters affecting the contract. The Contracts Manager shall have overall responsibility for the works and shall be responsible on a day to day basis for the direction and supervision of all activities of the works.

Should it become necessary at any time before Substantial completion to transfer this appointment, the Contractor shall notify the Employers Representative in writing in advance, giving the name, experience and qualifications of such person the Contractor proposes in replacement and seeking the consent of the Employers Representative, which consent shall not be unreasonably withheld.

Site Manager

From the commencement of work at the site until the works have been certified as substantially complete, the Contractor shall ensure that a suitable person are employed by him at the site as Site Manager. The Site Manager shall supervise all work carried out on the site by the Contractor and receive all instructions given by or on behalf of the Employers Representative to the Contractor at the site. The Site Manager shall be present at the site throughout normal working hours except when on leave, sick, or absent for reasons in connection with the proper performance of this Contract. Whenever the Site Manager is absent from the site during normal working hours, a suitable person shall be appointed to act as his deputy. The Site Manager shall not be employed by the Contractor to do work other than works specifically related to the Contract. The Contractor shall notify the Employers Representative of the person appointed as Site Manager and shall not change such appointment without the prior written consent of the Employers Representative which consent shall not be unreasonably withheld.

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.

Temporary Works Designer

The Contractor is responsible for the design of all Temporary Works. The Contractor shall appoint a Temporary Works Designer who is fully competent and professionally qualified to Chartered Engineer status to design the Temporary Works for the project. The Contractor shall ensure that he has Professional Indemnity Insurance to cover the Temporary Works design.

Contractors Services Coordinator

The Contractor's Services Co-ordinator shall co-ordinate the inspection, testing and commissioning of all services with builders' work and with each other to avoid damage to systems and to ensure that tests and commissioning are not abortive. A fully detailed programme will be prepared in order that representatives of the Employers Representative, the Employer, the Consulting Engineers, and the Employer's Insurance Company, can arrange to witness tests and commissioning, as appropriate.

A1-39 Co-ordination of the Whole of the Works

The Contractor shall be responsible for the co-ordination of the whole of the Works including all Specialist installations and shall organise the whole of the works including all Specialist installations to ensure their proper progress in accordance with the Contract Management Programme.

The Contractor shall hold and minute Coordination meetings at two week intervals during the period of Contract, at which the Employer's Representative shall have the option of being present. These meetings shall be held on the same day and preceding the Site Meetings. The Contractor shall be represented at meetings by the Contracts Manager; the Site Manager; the respective coordinators; the Site Engineer; and any other representatives required.

The Contractor shall obtain from each Specialist details in respect of his requirements sufficiently early to allow the Contractor to incorporate such requirements in the works and to coordinate the whole of the works including the sub-contract works to be undertaken by specialist sub- contractors. The Contractor shall provide all information necessary to Specialists to enable them to detail their installations accurately. The Contractor shall coordinate the installation of all Specialist installations with the Main Contract works and shall prepare and maintain accurate co- ordination drawings for this purpose for as long as may be necessary for the proper execution of the whole of the works.

Services Co-ordinator

The Contractor shall appoint or nominate a suitably qualified person, to be known as the Services Co-ordinator, with specific responsibility for the co- ordination of the services installations, who shall propose a programme for the co-ordination of the services works and shall attend all management meetings in respect of the same. The Services Coordinator shall be responsible on a day to day basis for the planning and coordination of the services installations of the works as set out below.

The Contractor shall bear the expense of any failure to satisfy this requirement. Any loss or delay arising out of failure to effect the provisions of this Clause shall be the sole responsibility of the Contractor.

The Contractors Services Coordinator shall co-ordinate installation of the mechanical, electrical, fire protection and related services, and their integration with the building. 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. This shall be achieved by the preparation and issue of fully co-ordinated services drawings for comment / observation in a timely manner prior to the commencement of the relevant works. The Contractor shall notify the Employers Representative of the name of the person so appointed and his normal place of work.

Following the preparation and issue of the co-ordinated services drawings the Services Coordinator shall advise the Employers Representative of any modifications required to the design to procure a satisfactory coordination of the services installations with the structure and fabric, and shall submit proposals in goodtime and obtain the Employers Representative's approval in writing prior to proceeding with any relevant works.

Temporary Works Designer

The Contractor is responsible for the design of all Temporary Works. The Contractor shall appoint a Temporary Works Designer who is fully competent and professionally qualified to Chartered Engineer status to design the Temporary Works for the project. The Contractor shall ensure that he has Professional Indemnity Insurance to cover the Temporary Works design.

A1-40 Contract Site – Restrictions

Boundaries

The boundaries of the site are as indicated on the Architects' site location plan.

The tenderers attention is drawn to the fact that the sites are situated within the environs of a wider Business Park setting and the operational Shannon Enroute Centre Campus with other tenants in operation.

The Main Contractor shall provide for co-ordination and programming of all works with adjacent buildings / facilities owners as required.

The Main Contractor shall provide a method statement setting out in detail it's procedures and protocols it will establish to provide this programming and co-ordination.

Other works affecting the Site

The Main Contractor shall undertake to investigate other works, which may start in the vicinity of the site. The Main Contractor shall ensure that all necessary steps are taken to ensure accessibility at all times.

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.

A1-41 Sequence of the Works

The works shall be carried out so as to facilitate the compliance with planning conditions infrastructural requirements as illustrated in the ITT and provided in the Contract Programme or in such other sequence as may be from time to time agreed in writing between the Parties.

The Contractor shall take notice of any such restrictions and comply with same.

The Contractor is to provide for all costs associated with the phasing of these works.

A1-42 Contractors Access – Restrictions

Access

Access to the site is as set out on the Site Plan, drawing.

The Contractor shall liaise with the Local Authority and obtain all necessary permits or licenses in relation to the works including works on and adjacent to the public roadway.

The Contractor shall ensure that the main entrance and related circulation routes within the Business Park indicated on the above drawing are maintained and kept un-obstructed throughout the works. In advance of works commencing on the Shannon Enroute Centre Campus site, the Contractor will agree in advance with the Employer Representative and the Client's Security Team all applicable

procedures to be adhered to for the duration of the Works taking place. This shall include protection of the Works as they relate to the overall security and integrity of the site boundary.

The Main Contractor shall confine his activities to the works included in the contract and shall not allow his Employees to trespass on other parts of the site or on the adjacent lands unless in direct execution of Works included in this Contract. In the event of any claims arising due to comply with this clause, the Main Contractor shall be entirely responsible and shall pay shall costs in connection therewith. Failure by employees of the contractor to comply with the below stated restriction at any stage during the contract period shall lead to the immediate dismissal of that employee by the contractor, on request of the Employers Representative / Client.

Restrictions on access to site

Access and egress to and from the site will be via routes as indicated on Employers Representative's drawings. The Contractor should ensure that the operations of the wider Business Park and the Shannon Enroute Centre Campus and their Occupants are not interrupted due to the Contractors activities on the sites.

The successful contractor will need to sequence and arrange the works, deliveries, welfare facilities and storage of materials to ensure the operations of the wider Business Park and Shannon Enroute Centre are not interrupted and so that any health and safety risks are identified and eliminated or mitigated.

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 entrance.

The Contractor's staff will not be permitted to use the Employer's existing catering, toilet or storage facilities.

Parking

Rights to refuse admission

The Employer and Employer's Representative 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.

A1-43 Fire Access – Restrictions

The Contractor shall ensure that adequate Fire Brigade access is maintained to the works at all times and shall observe any restrictions to access. The Contractor shall consult with the Fire Authority as necessary and shall at all events carry out the whole of the works with due regard for the fire safety of the works and uses which may be affected by the works and shall in particular protect existing fire access and egress routes.

A1-45 Works by Others Engaged by the Employer

TBC

A1-46 General Restriction on use of the site

The Contractor shall confine his activities to the work included in the Contract and shall not allow his staff 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 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.

Hours of Work: 07:00hrs – 18:00hrs Monday – Friday, 07:00hrs – 14:00hrs Saturday, No Working permitted on Sundays or Bank Holidays.

Work may be permitted outside of these hours but only by written approval from the Employer.

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 Employer's Representative.

Site Transport

The Contractor shall ensure that his tracked vehicles do not travel on finished roads or in the planted areas without the written permission of the Employer's Representative, and only with use of timber mats or other approved precautions to prevent damage to the roads or existing landscaped areas within the Business Park and surrounds of Osprey House.

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

A1-47 Site Cleanliness

The Contractor shall, during the course of the carrying out of the Works, maintain the sites in a clean and safe condition to the satisfaction of the Employers Representative and a Project Construction & Demolition Waste Management Plan shall be submitted by the Contractor to and agreed to in writing by the Employer's Representative.

The Contractor shall remove from the site, unless otherwise agreed with the Employers Representative, all plant, goods and materials, temporary buildings or other structures or debris which is not necessary for the proper performance of the Contractor's obligations. This shall include all rubbish, debris spoil, containers and surplus material.

The Contractor shall also ensure that all local rubbish dirt and residues are removed from each element prior to the closing in of that part of the works. The Contractor shall ensure that all non hazardous material is disposed of site in a safe and competent manner as approved by the Local Authority. The Contractor shall ensure that all hazardous material is disposed off site in a safe and competent manner in accordance with relevant regulations and as approved by the Local Authority. The Contractor shall retain on site all record documentation of such disposal. The Contractor shall not deposit deleterious material in drains:

The Contractor shall comply with all statutory requirements in respect of disposal of waste.

The Contractor shall remove all plant, materials, debris, buildings and other structures and debris from the site within two weeks of the date of Substantial Completion save for such plant, materials, buildings and other structures required by the Contractor for the purpose of making good defects during the Defects Period.

Maintenance of public and private roads

Maintain and keep clean all public and private 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 ensure that no damage is caused to the existing roads due to the delivery of materials, the execution of works, or the removal of rubbish. All vehicles entering or leaving the site carrying loads which constitute a potential dust or dirt nuisance such as aggregate, sand, gravel, soil or the like shall be secured so that no materials shall leave the vehicle.

The Contractor shall be responsible for keeping all highways adjacent to the job site free from debris or other materials which are due to his own and all other operations and safeguard the Employer from any liability resulting therefrom. The Contractor is expected to take reasonable care to ensure that all vehicles entering and leaving the jobsite are free of mud on the wheels or tracks, and the loads are secure.

In the event of fouling of any roads due to any operations he will be expected to clean them expeditiously at his own expense to the satisfaction of the Employer's Representative and/or Employer. The Contractor shall be entirely responsible for any damage due to his failure to comply with this clause.

The contractor shall not burn any materials on site.

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 Employer's Representative.

A1-48 Existing Services

Existing services insofar as these are known are set out in the existing site drawings and within the ITT and is given for information only. The Contractor shall, immediately on possession of the sites, carry out all necessary investigations to make himself aware of all existing services on the sites. The Contractor shall satisfy himself in the matter of existing services and shall not be entitled to recover any costs or loss or expense incurred because of his failure to do so.

The Contractor shall immediately incorporate the impact of any such existing services into his programme for the works and advise the Employers Representative accordingly.

The Contractor shall do everything necessary to avoid damage to any services and structures below, on or above the ground which are put at risk by the execution of the works and shall ensure that the works are programmed, supervised and carried out in a way to minimise the risk of accidental interruption to live services.

The Contractor shall protect, uphold and maintain all over ground and underground services or statutory authorities, service providers or private owners and all pipes, ducts, walls, underground or overhead cables, or pipes or ducts encountered during the execution of the works. The Contractor is to make good any damage due to any cause within his control at this 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 all utility companies such as Bord Gais, Electricity Supply Board, Eircom, NTL, etc. and the Local Authority in relation to power cables, gas pipes, telephone cables, cable T.V. routes, drains and water mains 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 shall be approved in advance by the Employers Representative and will include the names and contact numbers to affect an immediate response to restore and maintain services. Where deemed necessary the Services Engineer or relevant authority representative or emergency crew as appropriate will be in attendance where any particular service is at risk.

A1-49 Nuisance - Restriction

The Contractor shall take all practicable steps to avoid nuisance in particular in respect of noise, vibration and dust.

The Contractor shall limit all works which cause substantial noise or vibration to the period between 08:00hrs and 18:00hrs. from Monday to Friday incl. This restriction shall be waived on the approval of the Employers Representative in cases where constructional necessity or practicability requires. The Contractor shall in particular comply with the provisions of BS 5228 "Noise Control on Construction Sites".

Limitations on working hours

Hours of Work: 07:00hrs – 18:00hrs Monday – Friday, 07:00hrs – 14:00hrs Saturday, No Working permitted on Sundays or Bank Holidays.

Work may be permitted outside of these hours but only by written approval from the Employer.

Vibration

The tenders should refer to the table on below for details for the allowable vibration levels during the construction works.

Allowable vibration (in terms of peak particle velocity) at the closest part of sensitive property to the source of vibration, at a frequency of

Less than 10Hz	10 to 50Hz	50 to 100Hz (and above)
3 mm/s	3 to 8 mm/s	8 to 10 mm/s

The tenderers shall allow for all necessary testing and monitoring during the works to enable the Contractor to demonstrate to the Employer's Representative compliance with the above levels.

A1-50 Labour Restriction and Plant Restriction

The Contractor shall, for the purposes of the works, retain only fully competent tradesmen together with proper and necessary labour and assistance.

Persons engaged upon the works insofar as practicable, and without affecting the efficiency of the work be recruited from the local offices of the National Manpower Services to the extent that the total labour requirement of the contract exceeds the Contractors core work force.

The Contractor and Specialists shall employ only persons who are members of recognised Trade Unions.

The Contractor shall be responsible for ensuring a good industrial relations climate on site. He shall not hire any labour directly at the site.

In the event of a dispute arising, the Contractor shall take all precautions to avoid a strike situation and in the event of a strike taking place shall ensure that the Employers premises are not picketed.

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

A1-51 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.

A1-52 Industrial Relations

The Contractor shall be responsible for ensuring a good industrial relations climate on site. He shall not hire any labour directly at the site.

In the event of a dispute arising, the Contractor shall take all precautions to avoid a strike situation and in the event of a strike taking place shall ensure that the Employers premises are not picketed.

A1-53 Rights to refuse admission

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.

A1-54 Site Inspectorate and Accommodation/Employers Facilities

The Employer will appoint a Site Inspectorate to act on his behalf under the direction of the Employers Representative and without prejudice to the authority of the Employers Representative. The Contractor shall facilitate the Employer's Site Inspectorate in its inspection and monitoring of the works directed by the Employers Representative: no member of the employer's inspectorate shall have the power to modify or vary or direct the works in any way whatsoever save insofar as expressly authorised and notified to The Contractor shall be responsible for the provision of all such facilities from the outset of the works and shall maintain the accommodation throughout the works.

The Employer's accommodation shall be located within the confines of Osprey House.

Neither the appointment nor actions of such Professional Inspectorate shall limit in any way whatsoever the responsibilities of the Contractor for the due and proper performance of the Contract: members of this Site Inspectorate are not authorised to issue Variations or Instructions.

The Contractor shall note that the Employers Representative alone shall have the authority to issue Change Orders or Instructions. The Employers Representative's Appointee shall have authority to issue Variations or such Instructions only where the Contractor is notified in writing by the Employers Representative that he has delegated such authority to a particular person and then only insofar as and for so long as notified. The Contractor shall be under no obligation to accept Instructions issued outside the scope of this Clause.

The Contractor shall provide and maintain for the period of the Contract, temporary accommodation for the site inspectorate as follows:

A - ACCOMMODATION

Room for Meetings

Provide suitable temporary accommodation for site meetings, adequately heated and lit – the room may be part of the Contractor's own site offices.

Technical Advisory Site Office

Provide and maintain an office (Includes employers facilities) on the site for the use of the Technical Advisory / Employer with adequate heating, lighting and ventilation to accommodate 2 nr. Persons. This can be a facility shared with the Contractors Site Office for efficiency.

Sanitary Accommodation

Provide and maintain a clean condition separate sanitary accommodation for the Employer's representatives. The accommodation must include an adequate number of appliances, wash hand basin(s) with hot and cold-water supply, with adequate heating, lighting and ventilation. The Contractor may designate and install suitable protection of the existing WC facilities.

B - SERVICES AND FACILITIES

During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.

A1-55 Contractors Facilities

The Contractor shall provide and maintain all temporary accommodation including site offices and welfare accommodation for the Contractor's staff and

those of his Specialists including proper storage facilities all accommodation to comply with the recommendations of the Joint Industrial Council for the Construction Industry from time to time and all Safety & Health and Welfare at Work Legislation and to be maintained in habitable condition for the duration of the works and removed on completion. The Main contractor shall provide each Specialist free of charge with adequate office accommodation and designated and secure storage of appropriate area to facilitate the proper organisation and execution of the works: the relevant Specialist shall be responsible for the maintenance of any areas allocated to him, and for their security and for materials or plant or any other items therein.

Eating

Provide a mess room for the Contractor's own workpeople (including those of his sub-contractors and Specialists) and provide adequate tables, chairs and cooking equipment. Provide also adequate clothes drying facilities.

Keep the mess room in a clean and sanitary condition at all times and provide all consumables necessary for its proper functioning.

All messing facilities are to be confined strictly within temporary mess rooms provided specifically for that purpose by the Contractor. No eating will be permitted on other areas of the site, within buildings or any area adjacent to the site.

The contractor shall ensure that there is no smoking on site or within the confines of the site compound.

The contractor shall not allow the use of mobile phones on the site during the Construction Period as well as the Defects Period and commissioning of the facility. The use of radios, CD players, personal stereos, iPods and mp3 players on site is not allowed.

Failure by employees of the Contractor or his Specialists or to use the sanitary facilities as provided by the Contractor at any stage in the contract period shall lead to the immediate dismissal of that employee.

Contractor Compound

The location of the Contractor's compound area is shown on Architect's Drawing – Site Plan.

Use of radio by Contractor

The Contractor may with the prior 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.

Temporary Accommodation for sub-contractors and Specialists

The Main Contractor shall provide free of charge to the sub-contractors and Specialists a limited area for use in the storage of its materials, plant and for the location of any temporary site office that are essential to the sub- contractors and Specialists including suitable and separate storage for dangerous materials or substances. The sub-contractors and Specialists will be responsible for the maintenance of these areas and for their security and for the materials, plant and any other items therein.

A1-56 Temporary Facilities

The Contractor shall be solely responsible for the adequacy of all temporary facilities. The Contractor shall provide an adequate supply of clean water for the works and shall pay all charges. The Contractor shall provide all necessary power and light for the works and shall pay all charges.

The Contractor shall provide temporary telephone and telefax and broadband data facilities as required for his own use and shall pay all charges.

The Contractor shall be responsible for the provision of all temporary electrical power requirements. If the Contractor requires an ESB power supply, he shall make direct application to the ESB and shall pay all capital contribution and recurring charges associated with same. All builders work costs associated with this provision of a temporary ESB supply shall be deemed to be included in the Contract.

The Contractor shall provide their own power supply. Electricity usage during the works will be:

No claims arising from lack of knowledge of this requirement will be entertained.

- Metered from possession date
- Agreed at commencement
- Calculated at completion and charged accordingly

A1-58 Contractors Liaison with Client

It will remain the Contractor's responsibility to give reasonable notice to the future forthcoming works in order that the Employer is aware of any requirements the Contractor may have and can plan accordingly.

The Contractor shall hold and minute Contractors Client Liaison meetings as necessary during the period of Contract. The meeting shall be attended by the Employers Representative, Design Team Members (as/when required) and any other persons deemed necessary by the Employer.

Contractors Client Liaison meetings shall be for the purpose of liaison with the client The Contractor shall advise the Client Project Coordinator at the meeting of the works scheduled for the following weeks. In particular it will be incumbent on the Contractor during the Defects Period to advise on the following matters:

- Future noisy working in respect of each area of work
- Requirements, if any to work within existing building areas
- Need for road or car park closures, if any.
- Need to shut down services
- Review of ongoing complaints
- Removal/erection of hoardings/screens, scaffold, etc.
- Delivery of materials.

In the event of complaints from the adjoining building users, the Contractor will be expected to act swiftly and to take all reasonable measures to resolve the complaint to the satisfaction of the users.

The Contractor shall note also the requirement to prepare and agree Method Statements a format to be agreed with the Employer Representative in respect of all works which impact on the working and operation of the building during the Defects Period.

The Contractor shall take minutes of Contractors Client Liaison Meetings and distribute them to the appropriate persons.

A1-59 Labour Records and Plant

The Contractor shall deliver to the Employers Representative, at fortnightly intervals, records, in such form as the Employers Representative may reasonably require, detailing the numbers of the several classes of labour and of the Contractors Things/ items of plant, employed or engaged by the Contractor or his Specialist (of whatever tier) on the site. Such records shall identify the work upon which plant is engaged and/or shall state and identify the plant which is standing idle. The Contractor shall, if requested by the Employers Representative, provide copies of his weekly wage sheets to the Employers Representative.

A1-60 Disbursements arising from the employment of workpeople

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. Fás Levy/Grant
12. Pay-Related benefit scheme
13. Any other disbursements arising from the employment of labour on the site

A1-61 Site Surveys

The Contractor shall satisfy himself in respect of the dimensions and composition of the site; the Employer will make all available information known to the Contractor, however the Contractor shall make his own enquiries and investigations.

A1-63 Photographs

On taking possession of the existing building the Contractor will be required to produce immediately and submit to the Employer's Representatives a photographic record and a detailed schedule of dilapidations internally and externally on the existing building/s and the approach roads (public and private) to the project site. The agreed schedule will be held as a record on the condition of the existing building/s when possession was granted.

The Contractor shall hold a digital camera (8 megapixal or better) on site for the duration of the works and shall photograph the progress of the works throughout the contract as directed by the Site Inspectorate.

The Contractor shall also be required to photograph the development of the building works throughout the contract as follows:

- 10 dated digital aerial photographs per fortnight of the contract zone from each of the contractor's cranes or roof of the existing buildings on the site.
- 40 dated digital photographs per month on works taken from locations on or about the site as directed by the Site Employers Representative.

The Contractor shall hold digital records of all photographs on site for inspection by the Employers Representative as required and shall submit to the Employers Representative, electronic format, the fortnightly and monthly photographs of the works noted above.

A1-64 Maintenance Manuals and As Built Drawings

The tender sum will include for the provision of a digital project manual containing record "as built" drawings and manuals as specified to the approval of the Employer's Representative on or before the date of Substantial Completion.

A Draft of the Contractors Maintenance Manual for the works shall be presented to the Employers Representative for issue to the Employer three weeks prior to the date for substantial completion of the relevant sector of the works.

At Substantial Completion the Contractor shall present to the Employers Representative, for issue to the Employer, two copies of all manufacturers', Specialist Suppliers' and/or Specialists' maintenance instructions in the form of a

comprehensive maintenance manual including as built or installed drawings including the locations of all concealed services, all in documentary and digital format. This documentation is to include all certification and warrantee information as required for all elements.

The Contractor shall furnish to the Employers Representative at the same time a full set of 'As Built' drawings of the works as a whole, in electronic format, (the latest release of AutoCAD at the substantial completion date (and add on packages to be kept current) drawing programme only as directed by the Employers Representative).

All electronic information to be accompanied by the software packages that run them (and if necessary, licensed to the employer from the date of handover).

The maintenance manuals and as built drawings form part of the safety file.

A1-65 Safety File

The Contractor shall include for providing all necessary information as requested by the Project Supervisor for the Construction Stage (PSDP) to enable the preparation and completion of the Safety File, excluding design drawings and specifications which shall be provided by the appropriate member of the Design Team and relevant Specialists.

The Contractor shall co-operate with the PSDP in the preparation of the Safety File and shall provide all relevant documentation in his possession, including all technical manuals and materials safety sheets. The Employer will be unable to take possession of the Works ('Substantial Completion' stage) unless he has received the information and documentation required to allow the Employer to comply with his duties in respect of the safe operation of the premises under relevant statutory provisions.

The Contractor shall include for providing whatever reimbursement is necessary to the appropriate member of the Design Team and to relevant sub-contractors in preparing "As Built" drawings for inclusion in the Safety File.

Safety Statements in accordance with the provisions of the Safety, Health and Welfare at Work Act 2005 will be required from the Contractor and all Sub-Contractors.

The tender sum shall include for the provision of Digital Project Safety File. The digital format shall be in a structure to be agreed between the Contractor and Employer's Representative ahead of Works commencement. All documents to be made available in hard and soft copy (Adobe Reader- current version at handover).

A1-66 Unpriced Items

For the purposes of the Contract the cost of items which are not priced in the Pricing Document shall be deemed to be included in the priced items in the Pricing Document.

The Contract Sum shall include or be deemed to include all customs and excise duties and import licence fees.

The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and in the Drawings and Specification shall be deemed to be spread over and included in the rates stated in the Pricing Document unless expressly the subject of a specific item.

A1-67 Change Orders - Power to Issue

The Employers Representative alone shall have the authority to issue Change Orders or Instructions. The Employers Representative's Appointee shall have authority to issue Change Orders or such Instructions only where the Contractor is notified in writing by the Employers Representative that he has delegated such authority to a particular person and then only insofar as and for so long as notified.

The Contractor shall be under no obligation to accept Instructions issued outside the scope of this Clause.

A1-68 Inspection Notices

The Contractor shall give notices in respect of any work to be inspected prior to covering up. Such work includes:

a) Any work of structural importance including foundations, service trenches.
b) Functional work such as drains and other pipe work.
c) Work requiring Specialist design.
d) Major Utilities connections including power, data, security network connections on behalf of the Employer

The Contractor shall not cover up any such work until inspected and approved by the Employers Representative, Engineer or any other duly authorised inspector.

The Contractor shall give early (minimum 48 hours) notice to the Employers Representative or Engineer before proceeding with work which limits inspection. Failure to give adequate notice will mean the cancellation of the task at the contractor's risk. Approval of work in progress shall not relieve the Contractor of his responsibility for the quality of the works throughout.

A1-69 Defective Work

The Contractor shall make good all defective work forthwith or in accordance with an approved programme.

The opening up for inspection of defective work shall not be deemed to have any impact whatsoever on the contractor's programme for the overall works; the contractor shall plan his works accordingly.

A1-70 Substantial Completion and Partial Possession

The Contractor shall plan his works to achieve substantial completions strictly in accordance with the requirement set out in this document.

The Contractor shall notify the Employers Representative in writing of the date on which he considers that Substantial Completion has been or is about to be achieved for each Phase of the Works. As soon thereafter as the Employers Representative agrees that Substantial Completion has been reached, he shall certify the date of Substantial Completion to the Contractor in writing. The date duly certified shall be the date of Substantial Completion accordance with the Conditions of Contract.

The Contractor shall notify the Employers Representative in writing of the date on which he considers that the works may be handed over for Possession by the Employer. As soon thereafter as the Employers Representative agrees that

Possession has been reached, he shall certify the date of Possession to the Contractor in writing in accordance with the Conditions of Contract.

A1-71 Defects Period

The Contractor shall make good defects during the currency of the defects period with due dispatch and shall arrange such works to cause a minimum disruption to client operations A programme for the execution of such works shall be submitted to and approved by the Employers Representative in writing in each case prior to undertaking such works.

The Contractor shall, upon practical completion of the works, furnish to the Employer (and to such third-party funding institution as the Employer may nominate) a Defects Agreement in the form annexed (or in a form to be agreed). It shall be a condition of nomination of all Specialist Sub- Contractors that each furnish a like Agreement to the Employer (and such funding institution) in relation to the respective sub-contracted works carried out by each in the form annexed hereto (or in a form to be agreed).

A1-72 Defects Agreement

The Contractor shall, upon practical completion of the works, furnish to the Employer (and to such third-party funding institution as the Employer may nominate) a defects Agreement in the form annexed (or in a form to be agreed). It shall be a condition of nomination of all Specialist Sub- Contractors that each furnish a like Agreement to the Employer (and such funding institution) in relation to the respective sub-contracted works carried out by each in the form annexed hereto (or in a form to be agreed).

A1-73 Standards and Codes

All relevant I.S. B.S. and EN Standards shall be deemed to apply to all works, materials, procedures and assemblies whether specifically mentioned in the Specification of or and shall be deemed to be the standard issued next before the date of the relevant work. Workmanship shall generally comply with the relevant standards, and where standards are silent shall reflect the best practice.

European Harmonised Standards, Irish, British or other National Standards, NHS Technical Memoranda, Building Notes and/or Codes of Practice, CIBSE Guidelines'

shall refer to the latest relevant published version at the date of Invitation to Tender including any relevant amendments at that date.

Any reference to Irish or other National Standards shall be deemed to include equivalent standards that are required in other European Union countries.

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

A1-74 Evidence of Compliance with Standards

In the case of an Irish Standard the presence of an Irish Standard Mark under NSAI licence shall be evidence of compliance. Similar marks issued under licence from E.U. National Authorities shall be deemed likewise. An approved IAB mark in the case of Irish Specifications or equivalent E.U. National Agreement Board Certificates of EOTA in certification in the case of any specification shall be evidence of compliance with the Standard so certified.

The Contractor shall forward evidence of such compliance in respect of any specification when requested to do so by the Employers Representative.

A1-75 Approved Standards

Specification of materials and components is used to indicate the required standard. The Contractor may provide proposals for the component as specified for approved specification.

For the avoidance of doubt in this matter the Contractor shall offer the particular items as specified and shall satisfy the Employers Representative that the specification he proposes is, in all respects, equal to the specification. Any proposal for a specification must also include proposals for substitution of compatible accessory specifications and variations of details necessary, with evidence of equivalent aesthetic suitability, quality, durability, function and appearance of the construction as a whole.

The Employers Representative shall be sole and final arbiter in the determination of acceptance in any case.

A1-76 Manufacturer's Instructions

The Contractor shall ensure that the manufacturers' instructions and other information are at the site whilst the related work is being executed and shall retain these documents and upon completion of the works hand these instructions over to the Employers Representative in suitable folders together with a contents list.

Should manufacturer's instructions and this specification be at variance, the Contractor shall obtain instructions from the Employers Representative in writing and shall proceed accordingly.

A1-77 Selection of Finishes

Unless specific requirements are indicated, self-finished and decorative materials and components shall be subject to selection and approval by the Employers Representative.

A1-78 Unspecified Items

The Contractor shall ensure that any and all materials and components which are left to the choice of the Contractor are of good quality, fit for their intended purpose and conform to good building practice.

A1-79 Purpose made Components

All components shall be deemed to be purpose made unless indicated to be proprietary or readily identifiable as standard articles. Ready-made components may be provided in place of components implied to be purpose made if they conform to specification, subject to the Employers Representatives direction.

A1-80 Unsuitability

If, in the opinion of the Contractor, anything described in the Specification or shown on the Drawings is unsuitable or inconsistent with his guarantees or responsibilities under the Contract, the Contractor shall have drawn or be deemed to have drawn such matters to the attention of the Employers Representative before the submission of tenders or in the case of documents or instructions issued after the time of tendering as soon as practicable and in any case before commencement of any part of the works which might be affected.

A1-82 Damage to Adjoining Properties

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.

A1-83 Sources Restrictions

Unless otherwise specified, the Contractor shall use a single source of supply for materials and components having characteristics that:

a) Differ according to source of supply or manufacture.
b) Could affect their appearance or performance.
c) Could affect the appearance or performance of the works.

The Contractor shall maintain for inspection complete records of sources of supply of specified materials and components.

A1-85 Protective Finishes

The Contractor shall apply galvanising and other protective coatings after fabrication; make good any subsequent exposure of the protected material to the standard of the coating.

A1-86 Manufacturers Requirements/Warranties

Generally: The Contractor shall strictly observe all manufacturers' written instructions, particularly in respect of handling, preparing, fixing and protecting.

In every case the Contractor shall ensure that full enquiry is made in respect of every specification, material, system or assembly to ascertain the full extent of the manufacturer's instructions or recommendations in relation to the whole and/or each part, and shall ensure that such instructions or recommendations are strictly observed and implemented and shall secure and ensure that all such materials, specifications, systems and/or assemblies are warranted by the said manufacturers and/or Specialist Suppliers and will run from the date of Substantial completion.

A1-87 Standards of Workmanship: Generally

The Contractor shall undertake all work with skill and care to produce work fit for its intended purpose and of good quality. The Contractor shall carry out and complete the works in accordance with the best recognised practices and in a substantial manner to the satisfaction of the Employers Representative.

Unless otherwise specified the standard of workmanship set out in the relevant sections of this Specification, or otherwise in B.S. 8000, shall be the standard of workmanship to be achieved by the Contractor in the works.

The Employers Representative shall be the sole arbiter of the standards of workmanship for the purposes of the Contract.

A1-88 Materials & Workmanship

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

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

Any approval given by the 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.

The Contractor shall provide a copy of any relevant Code of Practice for use by the foreman on site. Preambles and descriptions of materials, goods and workmanship given in any one section or trade are to apply throughout this Bill of Quantities unless otherwise described.

A1-89 Setting Out

The Contractor shall be responsible for setting out all the works shown on the drawings and referred to in the contract documents. The Contractor shall carefully examine the drawings and specifications before proceeding with the works and shall be responsible for notifying the Employers Representative of any inconsistencies or discrepancies therein.

Except where otherwise provided in the Contract Documents, tolerances in work shall be those set out in B.S. 5606 Code of Practice for accuracy in building.

Notwithstanding the above it is the Contractor's sole responsibility to ensure that accumulation of error does not occur in respect of the setting out of any element of the works.

A1-91 Measurement and Coordination

The Contractor shall not scale drawings and shall use figured dimensions on drawings for setting out of the works. The Contractor shall check all dimensions and levels on drawings and on site, particularly the correlation between components and receiving dimensions.

The Contractor shall coordinate dimensions across all design team drawings including, Employers Representatives drawings, structural engineers' drawings, mechanical and electrical engineers' drawings and sub- contractors' shop drawings, and others as necessary to coordinate the measurement and setting out prior to commencement of each element or component of the works.

The Contractor shall be responsible for notifying the Employers Representative of any inconsistencies or discrepancies therein.

A1-92 General Attendance

The Contractor shall provide general attendance on Specialists which shall be deemed to include the use of Contractor's scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, clearing away rubbish, provision of space for the sub-contractor's own offices and for the storage of his plant and materials, sanitary accommodation and welfare facilities.

The Contractor shall provide for all additional special attendances identified in the Pricing Document.

Where persons are engaged directly by the Employer the Contractor shall obtain from the Employer, at an early stage in the works, full particulars as to their requirements with regard to leaving chases, recesses, holes and other details and shall supply the Employer with and obtain from the Employer all necessary dimensions and other information so that any work to be carried out in this way may be correctly executed and subsequent alterations avoided. If the Contractor fails to do this, he shall carry out all such alterations and consequential work at his own expense.

A1-93 Temporary Works

The Contractor shall be wholly responsible for all temporary works on the site throughout the contract and shall appoint a competent dedicated temporary works designer.

The Contractor shall maintain, adapt, remove and make good after removal of temporary work and services required for the due performance of the Contract: The Contractor shall be solely responsible for the design and execution of all temporary works and services except where expressly otherwise provided.

The choice, design and use of temporary works and equipment are the sole responsibility of the Contractor. Without prejudice to the Contractors responsibility, the Contractor shall ensure that such choice, design and use of temporary works are:

a) Fit for intended purpose and maintained in serviceable condition.
b) Safe at all times.
c) Not detrimental to the works.
d) Not over-loading or unduly stressing the works in any way.

The Contractor shall provide for all temporary roads, tracks, entrances, hardstanding's and crossings as required in order to carry out and complete the works.

The Contractor shall remove, reinstate and make good all temporary access routes and installations on completion of the Project.

A1-94 Maintenance of Common Access

The Contractor shall maintain all access routes in a safe and serviceable condition at all times and reinstates the same fully on completion of the works.

A1-95 Contractors Car Parking

Car Parking by Contractor personnel is permitted in the designated car parking areas around Osprey House. The Contractor will be expected to closely monitor staff parking and to introduce any necessary systems to ensure uncontrolled parking does not occur. This provision for Contractor car parking is subject to management by the Contractor insofar as it does not adversely affect or impact the proposed works to be undertaken on the Osprey House site or the wider occupants and tenants of the Business Park.

The temporary parking of delivery vehicles on any of the adjacent public roads, access roads, on the ground of the Shannon Enroute Centre Campus or surrounding roads will not be permitted.

The contractor shall operate an identity card / permit system for all staff working on this project, including the staff of all sub-contractors and specialists employed by the main contractor.

The Contractor shall ensure that no damage is caused to the existing roads or adjacent public 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 shall be secured so that no materials shall leave the vehicle.

The Contractor shall be responsible for keeping all highways adjacent to the works free from debris 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 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, The Contractor 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.

The Contractor is deemed to have made due allowance for any works associated with the upkeep of the existing roads and any necessary repairs arising as a result of construction operations.

The Contractor to make due allowance for deliveries to areas where there will be a high degree of interface with the public.

Contractor shall allow for limited delivery slots to the work area and ensure each access route to each work area is cleared to the satisfaction of the Employers Representative.

Proper road signage / protection etc. must be provided at all times.

Prior to commencement of the works the contractor shall undertake a survey of the general condition of the access roads. Suitable photographic indication the condition of such roads shall be provided to the Employers Representative. These pictures will be used for record purposes to indicate road conditions prior to start of construction works on site.

A1-96 Enclosure of Site: Screens and Hoardings

The Contractor shall enclose and protect the site areas to prevent unauthorised entry to or trespass beyond the boundaries of the site for the duration of the works.

The Contractor shall provide temporary fencing, hoardings, fans, planked footways, guard rails, as may be necessary for the proper execution of the works and to prevent unauthorised entry to or trespass beyond the boundaries of the site.

The Contractor shall further note that all hoardings shall be maintained clean and tidy throughout the works.

The Contractor shall carry out the works in strict accordance with the provisions of the Specification pursuant to which, the Contractor shall otherwise erect and maintain such temporary screens and hoardings as may be necessary from time to time as works proceed to secure the required use and comfort of adjoining facilities.

Such provisions shall be to the reasonable satisfaction of the Employers Representative.

The Contractor is obliged to provide whatever temporary weathering is necessary to protect and keep watertight the existing buildings and any related interfaces during the works.

A1-98 Protection of the Works

The Contractor shall protect the works, materials and plant from the weather and make good any damage caused.

The Contractor shall keep finished surfaces clean as work proceeds and protect from dirt, staining and physical damage.

The Contractor shall protect the works during construction and as portion reach completion, against any form of damage or deterioration. Such protection shall include coverings, guard rails, temporary heating or other appropriate methods.

The Contractor shall be solely responsible for the repair, replacement or making good to the satisfaction of the Employers Representative, of any damage caused by ineffective protection.

Prior to Substantial completion the contractor shall ensure that following the 'builders' clean there will be a full professional clean by a specialist cleaning sub-contractor. Following this full clean the contractor shall ensure that the works are adequately protected.

Site Security

The Contractor shall take full responsibility for the care of the Works and shall be solely responsible for the security and protection of his own and Specialists materials and/or constructional plant/Contractors' things.

The Contractor shall enclose and protect the site area set out at the Employers Representative drawings listed in Works Requirement document to prevent unauthorised entry to, or trespass beyond, the boundaries of the site as follows:

The Contractor shall on Access to Site forthwith fence the site and secure the site from trespass and shall maintain the site in a secure and orderly condition limiting free access to persons with accredited safety training and ensuring that all other persons whose presence on the site is required or necessary are authorized are accompanied by the Site Safety Officer. The Contractor is to safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.

The Contractor shall ensure that the site is made secure from trespass at times when it is not in operation, and shall provide such fencing, hoardings, enclosures,

lighting and watching necessary to ensure this. The Contractor shall ensure, in particular, that all toxic and inflammatory materials are secure, not adjacent to any existing occupied buildings, and that all access to scaffolds or unprotected areas is restricted.

The Contractor shall ensure all works areas are always secured from unauthorised entry, damage theft or similar third-party risks. It is the responsibility of the Contractor to provide security on the sites throughout the works if needed to ensure the above and shall liaise with the Employer as necessary and ensure that the provision of site security is fully coordinated with the client's operation of security.

The Contractor shall provide watching and lighting necessary for the security of the works and for the protection of the public and users and to the satisfaction of the client.

The Contractor shall be responsible for and shall make good any damage caused by ineffective protection. The contractor shall employ a site signing in policy and a pass system.

For the avoidance of doubt, the above provisions relate to all areas of work under the scope of this Contract – Osprey House demise, Shannon Enroute Centre Campus and related section of public roadway and footpaths.

A1-99 Work Outside Contract Zone

The Contractor shall ascertain the location and conditions of any work which may be required beyond the Contract Zone and provide for the proper execution of the same and shall obtain any permissions or consents necessary and shall have advised his Insurers in respect of the same.

This shall include all road opening licences and related permissions for works to be undertaken on/adjacent to the public roadway.

A1-100 Approval for Holes and Chases

The Contractor shall obtain approval of the Engineer for cutting holes or chases in structural elements where not otherwise expressly provided in Contract Documents.

A1-101 Existing Elements

The Contractor shall protect existing buildings, stone wall structures, landscaping, trees, power lines and services which are to remain in position during the execution of the works, from damage by site operations. The Contractor shall make good any damage to existing elements resulting from the Works.

Occupied Premises

Works will take place within the wider settings of an operational Business Park and the Shannon Enroute Centre Campus. All works are to be carried out without undue interruptions, inconvenience and nuisance and without danger to their occupants and users. Compliance with this clause may require certain operations to be carried out during 'off-office' hour and/or weekends, and all costs associated for the implementation of these works are deemed to be included in the Contract.

Order of execution and completion of the Works

Schedule of Dilapidations

On taking possession of the existing site works areas at Osprey House and the Shannon Enroute Centre, the Contractor will be required to produce immediately and submit to the Employer's Representatives a photographic record and a detailed schedule of dilapidations. The agreed schedule will be held as a record on the condition of the existing site areas when possession was granted.

A1-102 Pollution

The Contractor shall not deposit deleterious material in drains/rivers: The Contractor shall comply with statutory requirements in respect of disposal of waste and ensure that waste licenses are current and specific to the site.

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.

A1-103 Storage of Materials

The Contractor shall store materials in a tidy manner and separate different materials and protect them from dirt, physical damage, and reaction with other materials, marking or staining, microorganism, mildew, fungus and vermin. The Contractor shall not store materials in ways which may cause damage to the works or to the materials or endanger the safety of people or property.

A1-105 Heating, Lighting and Water

The Contractor shall be responsible for all charges in connection with the use, maintenance and safety of the installation until Substantial completion. The Employer will not accept liability if, for any reason, the installation is not available for use.

Subject to the provisions of the contract documents the permanent lighting installation may be used for lighting the Works. The Contractor shall be responsible for all charges in connection with the use, maintenance and safety of the installation until Substantial completion. The Contractor shall provide for relamping of all light fittings at Substantial Completion where light fittings have been in use by the Contractor for a period of more than 6 months prior to Substantial Completion.

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, standpipes etc. and clean away and make good on completion.

A1-106 Fuel and Attendance

The Contractor shall provide all temporary equipment, fuel and attendance for drying out and controlling the humidity of the works notwithstanding the provisions of Clauses A1 – 104

Lighting and power for the Works

The Contractor shall provide electricity for use on the works and pay all charges in connection therewith. The Contractor shall provide all artificial lighting and power for the works, provide for distribution about the site and all temporary connections, leads, fittings, etc. and clear away and make good on completion.

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

The Contractor shall include for a 3-phase electricity 380/220 V. power supply if this is required either for his own work or for work to be executed by sub-contractors and Specialists. It shall be the Contractor's responsibility to ascertain the level of supply required by all sub-contractors and Specialists and to have this available prior to their commencing work on site.

A1-107 Dimensions/Sizes

Unless otherwise indicated, any dimensions stated in descriptions are in the sequence of length, width and height.

A1-108 Descriptions

Unless otherwise provided any description of work to be undertaken shall be deemed to include:

1) Materials and components as specified and all labour in fitting and fixing in position including cutting and wastage.
2) Use of plant, tools and temporary works of every description.
3) All matters of general application as set out in Sections 1, 2 and 3 of this Specification.

A1-109 Overloading

The Contractor shall not overload or stress the works more than design loading and stresses.

A1-110 Special Fire Precautions

In addition to all statutory requirements and Codes of Practice, the Contractor shall take special precautions to avoid risk of fire and shall cease any work involving naked flames or sparks at least 45 mins. before work stops for the day. The Contractor shall not permit any accumulation of inflammable debris. The Contractor shall not take flammable liquids and gases onto the works other than that needed for one day's work.

A1-111 Trespass

The Contractor shall store materials and make provision for his staff facilities only within the Contract Zone. 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/s 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.

A1-113 Submission of Samples

If requested by the Architect, samples of all materials proposed to be used for the works shall be submitted to her, together with the name and address of the supplier and such information, instructions and directions as the supplier has issued.

Samples shall then be subject to the Architect's approval prior to the delivery of the materials to the site. All materials delivered to and used upon the works must be at least equal in quality to the same, and the Contractor shall ensure that he complies with all manufacturer's instructions and recommendation. Any materials condemned by the Architect as unfit for use in the works shall be immediately removed from the site at the Contractor's expense.

The Contractor shall include here for supplying the samples requested in the specifications.

All materials and prefabricated items shall be manufactured and tested in accordance with the specified requirements. When evidence of conformance depends solely on inspections and tests performed by a Specialist, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.

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

Where appropriate, all materials and prefabricated items delivered to the site shall bear the Manufacturer's name, brand name, or any other data that may be

required to verify the exact nature of the material or item and relate it to the specified requirements.

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

Where applicable, materials and prefabricated items shall bear the British Standards Institution Certification mark, the British Board of Agreement Certification mark or other appropriate certification mark.

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

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

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

A1-114 Noxious Weeds

Provide for the destruction of all noxious weeds on the site in accordance with the Noxious Weeds Act 1936 and Noxious Weeds (Thistle, Ragworth and Dock) Order 1937.

A1-115 Deleterious, Hazardous or Undesirable Materials

The materials listed below shall not be used on the project either in temporary works or incorporated in the permanent works in any shape or form: -

a) High Alumina Cement or Concrete;
b) Calcium Chloride;
c) Calcium Silicate or sandlime bricks or tiles;
d) Asbestos products;
e) Wood Wool;
f) Crocidolite;
g) Sea Dredged Aggregates;
h) Urea Formaldehyde;

i) Materials containing fibres with a diameter of three microns or less and a length of 200 microns or less;
j) Polytetra Fluroethylene (PTFE) except when used as a nonstick sealing within valves, joining material between pipes or as an isolating tape;
k) Mineral fibres (manmade or naturally occurring) which are not stabilized materials to prevent fire migration;
l) Halon
m) Lead based paint; and
n) any other material generally considered to be deleterious at the time of use.

Note: "Timber which is not obtained from a managed and regulated sustainable source" may only be added to the above list at the discretion of the Client

A1-116 Checks and Tests

Generally: Regardless of any specified tests the Contractor shall undertake regular checks and tests to ensure that the work is functional and as specified as works proceed.

The Contractor shall ensure that mechanical components are functioning before and after installation.

The cost of all on and off-site tests, all testing fees and charges and any apparatus required, or the use of such shall be borne by the Contractor.

A1-117 Recording Equipment

The Contractor shall provide the following:

a) Adequate thermometers of various types properly sited to give representative readings.
b) Tell-tales if necessary, fixed as directed.
c) A site digital camera with an adequate supply of appropriate digital cards and disks.
d) Vibration monitoring equipment to meet the requirements of the works required.

A1-119 Shop Drawings

For parts of the works for which only general design and layout drawings are provided the Contractor shall prepare any detail, shop or installation drawing which is necessary and indicate any modification to the design drawings and shall submit drawings for comment/perusal by the Employers Representative in good time and not less than 14 days before the relevant work is due to commence. The Contractor shall take note of any comment or observation by the Employers Representative and shall amend and resubmit. In all events the Contractor shall allow adequate time for such comment/perusal having regard to the type and relative complexity of the content. Work shall not commence before completion of this process. In any event the design and performance responsibility rests solely with the contractor/specialist.

A1-120 Record Drawings

The Contractor shall record full details of setting-out positions and benchmarks, grid lines and all other critical dimensions of the works and shall include these in the as-built records to be lodged by the Contractor with the Employers Representative prior to the issue of the Final Certificate.

A1-121 Fixings

Subject to specified requirements, the Contractor shall fix everything that is intended to be fixed in such a manner that it remains securely in position. The Contractor shall observe the following qualifications in addition to this requirement:

The Contractor shall note location so for proposed fixings and shall ensure that suitable grounds / supports for fixing are provided in all non-structural elements in the building.

The Contractor shall ensure that suitably trained and or specialist contractors are used for fixing of all specialist elements such security fencing, turnstiles, movable barriers, covered walkway structure.

The Contractor shall select fixings which are proof against any corrosion likely to occur in their position in use.

The Contractor shall use fixings suited to the likely stresses and vibration in use.

The Contractor shall ensure that visible fixings are selected to match or suit the items being fixed.

The Contractor shall fix items to be removed or removable with accessible and removable fixings such as screws or bolts.

The Contractor shall not use shot fixings without approval which, if given, will require compliance with BS 4078 in respect of the tools and their operation.

The Contractor shall not use masonry nails without approval.

The Contractor shall avoid any damage to anything being fixed or anything receiving fixings.

The Contractor shall keep the works and the equipment used for their construction clean and shall accumulate debris in suitable pre-determined areas and promptly remove from site.

A1-122 Services Notices

The Contractor shall give all notices required by the Local Authority and or any Public Service Provider in respect of the works.

A1-123 Employers Display

The Contractor shall provide for the Employer's Display requirements in accordance with the Architect's drawing.

Advertising rights

No signage other than that approved by the Employer's Representative shall be erected on the site.

Photographs are strictly forbidden of in-progress or completed areas, existing buildings (internal and external) and all areas within the designated work sites within the project and no such photographs are to be published by Contractor or any of its personnel or subcontractors.

A1-124 Freedom of Information

The Client proposes that the following information relating to this tender competition will be made available on request under the Freedom of Information Act 1997:

a) The name of the Contractor who is awarded the contract and the total amount of the tender.
b) To the unsuccessful tenderers, the reason why their tender was rejected. You are asked to consider if any of the information supplied by you in this 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.

A1-125 Bond

Before the starting date the Contractor shall give the Employer a performance bond in the form in the Works Requirements, or, if there is none, a form approved by the Employer. The performance bond shall be in the amount stated in the Schedule, part 1E, and shall be executed by the Contractor and by a Surety approved by the Employer

The Contractor will not be allowed to commence on site until the original Bond as issued and signed (sealed) by the Surety is produced. A copy of the bond or a faxed copy or a letter will not be accepted. The tenderer shall include the amount for the Bond in the appropriate space on the Summary Page.

A1-126 Tendering Details

Expense of preparing Tender

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

Parent Company Guarantee

If the Employer has decided that a Parent Company Guarantee is required from the tenderer this will be stated in the "Instructions to Tenderers". The Parent Company Guarantee shall be in the form included in the Works Requirements. In such a case, failure to provide the requested guarantee with the tender will result in the tender not being accepted. The tenderer shall be deemed to have included for all costs and charges in connection therewith.

Comparative Cost of Tender

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

Pricing Document

The Pricing Document must be retuned priced in ink. If any items are not priced they will be deemed to be spread over and included in the prices generally.

The Contractor is required to submit a Bill of Quantities, providing a detailed breakdown of all element totals.

Standard Method of Measurement

The Contractor must complete the pricing document included in the tender documents. The successful Contractor will be required to produce a full and detailed Bill of Quantities to reflect the pricing document. The Contractor's Bill of Quantities should be measured in accordance with ARM 5.

Tender Qualifications

The Tenders shall be strictly in accordance with the Pricing Document, Works Requirements, 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.

A1-127 Appendices to the Specification

The appendices scheduled hereinafter and annexed are incorporated in this Specification/Pricing Document and form part of the same and shall be read accordingly and in conjunction with the ITT subject to any qualifications provided as part of any Appendix: