Limerick City & County Council, Active Travel and Public Realm, Term Maintenance & Refurbishment Multi Participant Framework 2027 in 2 Number Lots

Transportation, Mobility and Public Realm Directorate

Limerick City & County Council, Active Travel and Public Realm

PROJECT REQUIREMENTS

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1.0 INTRODUCTION TO THIS RFT

While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.

All information supplied by Tenderers may be treated as contractually binding on the Tenderers if tender is accepted by the Contracting Authority.

This Tender is for the provision an ESPD, a SAQ, a quality submission and schedule of rates. There are no specific or guaranteed quantities or nominated works associated with this Tender. Thus, while rates may be accepted by Limerick City and County Council, no contract will be formed by acceptance of such rates.

Rates tendered may however be the basis for entering into fixed price contracts with selected suppliers under a further process where quantities and works are clearly defined and agreed prior to entry into such contracts for specific projects in the City and County during the Framework Period. Limerick City and County Council reserves the right to enter into such contracts at its absolute discretion.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by, or on behalf of, the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority.

The Contracting Authority does not bind itself to accept any Tender.

Tenderers to this RFT should carefully consider the contents of this document, in conjunction with the Instructions to Tenderers **ITTW7**, the Framework Agreement PW-CF11 and the other contract documents.

2.0 GENERAL REQUIREMENTS

2.1 Language

All correspondence in relation to this Tender and the Contract when placed shall be in the English language. Any original document in another language must include an accurate translation into the English language.

2.2 Publicity

If a Tenderer considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated, and clear and substantiative reasons should be given.

Limerick City and County Council will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003 but is not bound by the Tenderer's view.

2.3 Confidentiality

Limerick City and County Council is making these documents available to those expressing an interest in Tendering for the items identified in the Pricing Document. All documents issued and information given to the Tenderer shall be treated as confidential. They must not disclose any information about this competition to anyone other than as required for Tendering purposes.

2.4 Rates

The rates in the Schedule of Rates shall be in EURO (€) and should be completed to two decimal places. All rates are exclusive of V.A.T.

Rates tendered shall not be less than Zero. In completing the schedule of rates, tenderers should follow the guidance given in Sheet 2 of the Pricing Document ***'Guidelines on Completing the SoR'***.

Tenderers attention is drawn to the TII Rules for Measurement, which applies to the Pricing Document.

- The tendered rate shall include for all insurances, on site costs, overheads, all necessary materials, site accommodation, traffic control, safety measures, barriers, warning signs, lighting and watching, plant and special ancillary equipment necessary for the proper execution of the Contract Work and for all safety precautions necessary for the protection of the Contract Work and the Safety of employees and the public.

- The tendered rate shall also include for insurance and any other special provisions set out in this document and the Contract Documents generally.

2.5 Corrections and Abnormal Tenders and Rates

Tenderers should check that all their tendered rates are correct at tender stage. Tenderers shall not use abnormally low or high rates or prices.

If, in Limerick City and County Councils opinion, the tendered rates are abnormally low or abnormally high, Limerick City and County Council may require the Tenderer to provide details of the constituent elements of the rates.

Any failure to provide such information, where requested, may exclude the tender from further consideration.

The Contractor shall include in the Price, allowances for all risks, customs, policies, practices, and other circumstances that may affect its performance of the Contract, whether they could or could not have been foreseen, except for events for which the schedule provides for adjustment of the Price.

Tenderers may submit more than one Tender. However, any second or subsequent Tender must be prepared and presented under separate cover in a separate Tender.

If, having considered the information provided, Limerick City and County Council is of the view that the tendered rates are abnormally low or abnormally high, Limerick City and County Council may reject the tender.

2.6 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this public procurement competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.7 Increases on Tendered Rates and Tender Duration

The tendered rates for all items shall be fixed for the duration of the tender validity period, between **January 2027 and January 2029** and Limerick City and County Council shall grant no price increases whatsoever on the tendered rates during this period. The Tenderer shall take this into account when deciding on and submitting his tendered rates. The Tender rates submitted shall form the basis of any subsequent contract arising from this Tender process.

THERE IS NO PRICE VARIATION CLAUSE IN CONTRACTS UNDER THIS SCHEDULE

2.8 Terms of Reference

The following table summarises the terms of reference used in this specification.

Term	Meaning
Contract	Agreement between the Employer and the Contractor
Contractor	Tenderer awarded a specific Works Lot contract
Tenderer	Contractor pricing the Scope of Services
Employer / Local Authority	Limerick City and County Council (LCCC)
Employer's Representative / Engineer	Local Authority Representative acting on behalf of the Employer

3.0 TENDER ASSESSMENT AND AWARD

3.1 National Conditions & Regulations

The schedule of rates will be used for both active travel (footpath & cycle path improvements) and public realm associated works from 2027 to 2029 incl., however for larger individual projects Limerick City and County Council may choose to seek tenders by public advertisement rather than use this Tender. The decision as to whether to use this schedule or to seek individual tenders will be at the absolute discretion of Limerick City and County Council.

The Tenderer shall comply with the Local Authority's Tax Clearance procedures. The Tenderer shall be in compliance with the Local Authority's insurance requirements, in relation to Employers Liability, Public Liability, Product Liability and Motor Policies. The successful tenderer shall comply with standard national conditions of contract in relation to statutory obligations, insurance, and fair wages. The Contractor shall be a registered and fully paid up member of the Construction Industry Federation Pension and Insurance Scheme or some other such acceptable scheme.

- The Contractor will be required to comply with all aspects of the Safety Health and Welfare at Work (No. 10) Act 2005
- Safety, Health and Welfare at Work (Construction) Regulations, 2006 and any amendment thereof ("the Regulations").

3.2 Tender Assessment & Award Process

In this tender competition, tenderers are invited to complete an ESPD, a Suitability Assessment Questionnaire (SAQ) and to submit quality criterion (see Appendix 3) and rates for items contained within the Schedule of Rates in accordance with **Section 8 of ITTW7 (Particulars).** The Schedule of Rates is divided into 2 work sections (Lots). These work sections (Lots) are listed below:

- Lot 1 - Metropolitan Area

- Lot 2 – County Municipal District's

All tenderers for Work Lots 1, & 2 who satisfy the selection criteria in the ESPD, Suitability Assessment Questionnaire, quality submission and tender rates for those Work Lots will be eligible for admission to the framework as framework participants subject to a limitation on framework size. Provided a sufficient number of tenderers qualify for admission, the proposed number of framework participants for each Lot will be a **maximum of 5**. For those tenderers placed on the framework, contract award will be based on 60:40 (Price : Quality).

NOTES:

- Tenderers wishing to qualify for a place on this framework for one or more work Lots (1 to 2) shall enter rates for all work items in their chosen Work Lot(s) in this Schedule of Rates.

- The Local Authority at its absolute discretion may decide to have some or all of Work Lots 1 to 2 in this framework competition carried out under a contract or contracts procured over an alternative tendering platform.

3.3 Work Contracts Award Process

a) A tender competition based on a Quality submission and a Schedule of Rates for active travel and public realm type works is being run in conjunction with this framework competition and will form the basis on which future work contracts may be awarded.

b) Under this Framework Agreement tender competition, tenderers who have passed the suitability assessment may be shortlisted for a placement on the Framework on the basis of their quality submission and tendered rates.

c) The award of a contract for an item or items of work within a particular Work Lot will be based on tender price when planned work quantities are applied to the tender rates submitted in the Schedule of Rates for Work Lot packages of works valued at less than €100,000.

d) In the Schedule of Rates, the rates submitted for individual Lots shall only apply to those Lots.

e) The Contractor shall ensure that construction waste management, sustainable technologies and practices, the procurement and verification of low environmental impact materials (including EN15804 compliance), and supply chain management are key quality standards that will be adhered to during this Framework Term.

f) It is envisaged that works under this schedule may arise at any time during the framework period and at any site or number of sites.

g) Bills of Quantities be used for individual projects. For each project that arises, the Work Lot quantities will be identified in a specific Works Information document. Each Tenderer's rates shall then be applied to those quantities to obtain an Initial tender total for that Work Lot

h) Works shall be awarded as per PW-CF11 TMRC Framework Agreement (Call off in rotation (works packages valued at less than €100,000 per package) and works package values exceeding €100,000 will be awarded by mini-competition.

i) The Contractor will have 3 working days from the date of issue of the Works Information and Pricing Document to confirm their availability for the project.

j) The Form of Tender with attached Schedule, together with a Letter of Intent will be issued for each contract, describing the Works for that particular contract

k) The Contractor will then have 7 calendar days to assess the site, the scope of the works and the quantities, and agree any amendments to the quantities, post tender clarifications, or the scope of the works, and return the form of tender with the completed Pricing Document to Limerick City and County Council within the period stated in the Works Information, and any other documentation required by the Letter of Intent, including proposed start date.

l) If there is no response or agreement by the end of the 7 day period the Local Authority will proceed to the next lowest Tenderer for that Work Type.

m) If there is agreement, the Price, retention amount and period, if any, and date of commencement will be agreed and accepted prior to the commencement of works.

n) If the Local Authority accepts the Tender Total and decides to proceed it shall issue a Letter of Acceptance to the Tenderer which will form a Contract between the parties.

o) Prior to the commencement of works the Local Authority shall sign a Framework Agreement (PW-CF11) with all contractors admitted to the framework for a particular Lot or Lots and the Local Authority and Contractor shall sign the Agreement and the Letter of Appointment of Project Supervisor Construction Stage.

p) The Contractor shall commence the Contract Work on the date agreed with the Local Authority, and the contract will be deemed to be rescinded if work has not commenced, on each or any site, within 5 working days of that date, or such other date as may be agreed.

q) Where the Contractor within a particular Lot is unable or unwilling to undertake contract work within that Work Lot within 7 days of the issuing of the Letter of Acceptance or where he/she indicates in writing that he/she is not in a position to undertake the contract work, the contract may be awarded to the next available Contractor for that particular Work Lot within that Lot.

r) The Local Authority reserves the right to suspend or terminate the Contract and remove the contractor from participation in this Framework Agreement, if the Contractor is unable to fulfil or fails to fulfil any of the Conditions of Contract or terms of the Specifications or if adequate progress is not maintained by the Contractor during the execution of the Contract Work.

Notwithstanding the establishment of the Framework Agreement, the Contracting Authority may procure the work in other ways and does not guarantee that any work will be procured under this Framework Agreement. **The Framework contract shall be in place from 2027 for an initial 24-month period.** The maximum duration of this Framework shall not exceed 2 years.

3.4 Information to be provided by Preferred Tenderer prior to Works Contract Award

In addition to the information to be provided when submitting this tender, and the information required to satisfy the suitability assessment selection criteria, the preferred Tenderer may be asked to provide to Limerick City and County Council, for their review and approval, prior to formal award of contract (if not already submitted), the specific information listed below or any such relevant information as requested by the Local Authority:

- Satisfactory evidence of insurance from the Insurance Broker/Company.
- Driver's License/CPC/CSCS ticket for Item of Plant.
- Current Safety Policy/Statement or signed Commitment Form adhering to the HSA "Working on Roads Code of Practice for Contractors with three or Less Employee's"
- Site Specific Risk Assessment.
- Site Specific Method Statement.
- In relation to the role of PSCS, if asked to act as PSCS, confirm acceptance of the PSCS role in writing.
- Develop the preliminary Safety & Health Plan provided into the Construction Stage Safety & Health Plan for the works.
- Confirm identity of the competent person carrying out the role of PSCS.
- Required information attached to each Plant Item to be entered including but not limited to:-
    - Vehicle Registration Certificate (in Contractors/Suppliers Name).
    - Certificate of Road Worthiness & Report of Thorough Examination.
- Temporary Traffic Management Plan
- Site Specific Method Statement

3.5 Pension and Sick Pay Schemes

The Contractor shall ensure that the rates of pay and the conditions of employment, including pension contributions, comply with all applicable law and that those rates and conditions are at least as favourable as those for the relevant category of worker in any sectoral employment orders, employment regulation orders or registered employment agreements implemented under the Industrial Relations Acts 1946 to 2015(including any

such agreements registered prior to the Industrial Relations (Amendment) Act 2015, which have not otherwise been superseded).

The Contractor shall submit a completed Rates of Pay and Employment Certificate in compliance with this clause with each interim payment application.

3.6 Insurances

The Contractor shall indemnify, and keep indemnified, Limerick City and County Council in respect of accidental injury, loss or damage caused by, through or in connection with his work.

The Contractor shall arrange insurance to cover the risk of such accidental injury, loss or damage and shall have Limerick City and County Council indemnified by such insurance to the Local Authority's satisfaction before being hired. In particular, the Contractor shall take out insurance policies as detailed hereunder with insurance companies acceptable to the Road Authority for:

- The delivery and laying of road making materials (both on and off the public Road)
- The road planing and disposal of associated materials;
- Project supervision (construction stage);
- Plant hire contractor and suppliers of materials and keep such policies validly in force during the period of contract work;
- The Contractor shall produce such insurance policies when requested by the Local Authority prior to the commencement of any contract.

In particular, the Contractor shall take out insurance policies with approved insurance companies as detailed hereunder and shall take all the necessary steps to keep such policies validly in force during the period of tender and the Works. The Contractor shall immediately inform the Local Authority of any changes in his insurance arrangements.

Employer's Liability Policy - This policy should provide for the following:

- Indemnification of Limerick City and County Council in respect of claims, which could be made against it as principal by employees of the Contractor.
- The minimum limit is €13,000,000.

Public Liability Insurance - This policy should provide for the following:

- Indemnification of Limerick City and County Council as principal.
- Unlimited cover generally and a limit no less than €6,500,000 in respect of any one accident.

Full Motor Insurance Policy - (where applicable) this should provide for the following in respect of vehicles and plant governed by the Road Traffic Acts:

- Indemnification of Limerick City and County Council as principal
- Names and addresses of drivers where limited cover only is provided

- Passenger cover in relation to seating capacity of cab.
- Cover for towing including trailers where applicable
- Loading and unloading risks both on and beyond public thoroughfares.
- A limit of indemnity of at least (€6,500,000) for any one accident in respect of damage to third party property.
- Cover in respect of bringing of a load or the taking away of a load from the vehicle on public thoroughfares or carriageways.
- The minimum limit is €6,500,000 (third party property damage limit).

3.7 Health & Safety Requirements

The attention of Tenderers is drawn to the obligation arising under the relevant clauses of the General Conditions of Contract consequent upon the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any amendment thereof ("the Regulations").

On the award of a Contract, the successful Tenderer may be appointed by the Employer as Project Supervisor Construction Stage in accordance with the provisions of the Regulations. The Tenderer shall submit, with its tender, the name of a competent person to be employed by it as Health and Safety Co-ordinator for the construction stage pursuant to the provisions of the regulations.

The Tender Total shall include all costs, which may be incurred by the successful Tenderer in complying with its obligations pursuant to the regulations. The tenderer shall submit their CURRENT SAFETY POLICY/ STATEMENT, or signed Commitment Form adhering to the HSA "Working on Roads Code of Practice for Contractors with three or Less Employee's" signed and dated and all their Health and Safety Qualifications, example; safe pass, CSCS cards, including signing, lighting and guarding, etc.

Areas of work involving particular risks known to Limerick City and County Council at the issue of this document are that works to be executed on National and Non-national Roads in the vicinity of live traffic and underground/over-head services.

3.8 Ambiguity Discrepancy Error Omission

The Tenderer shall immediately notify the Employer should they become aware of any ambiguity, discrepancy, error or omission in the Schedule of Rates. The Employer shall upon receipt of such notification notify all Tenderers of his ruling in respect of any such ambiguity discrepancy, error or omission. Such ruling shall be issued in writing by the Employer and shall form part of the Contract Document.

3.9 Tenderer and Contractor to Vouch

Tenderers and the successful Contractor shall supply and if required vouch to the Engineer all information relevant to their tenders or any part of the Works or the Contract that they may reasonably require.

3.10 Contractor to meet Engineer

As soon as practicable after any award of the Contract the successful Contractor will meet with the Engineer in order to explore procedures for anticipating and reporting, avoiding or minimizing, monitoring, recording, well managing generally, and valuing contemporaneously and properly, any changes or impediments to the Works or their progress that may arise. Any agreements reached shall be recorded, and the agreed procedures shall be implemented by the Contractor and sub-contractors and the Engineer.

3.11 Special Requirements

The Contractor shall comply with the special requirements as set out below. Compliance with such special requirements shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the said special requirements.

SPECIAL REQUIREMENTS IN RELATION TO LANDOWNERS ADJACENT TO THE SITE

- The Contractor shall comply with the requirements of the Department of Agriculture, Disease Eradication Scheme.
- The Contractor shall comply with all the provisions in the Contract.
- The Contractor shall note that, except where shown on the Drawings, no provision has been made for acquiring or renting land outside the Site boundary and all activity must be confined to within the Site unless the Contractor enters into separate agreements with adjacent landowners.
- Entry onto the Site shall be from public roads unless the Contractor enters into separate agreement with landowners to allow access through their lands not forming part of the Site.
- The Contractor shall take all necessary precautions to prevent the straying of livestock and shall indemnify the Employer against all claims, demands, proceedings, damages, costs, charges and expenses arising from the loss or injury to such animals, where such straying is due to any act or omission on the part of the Contractor during the construction and maintenance of the Works, provided always that the Contractor's liability to indemnify the Employer shall be reduced proportionally to the extent that the act or neglect of the Employer or his servants or agents or any landowner may have contributed to the said loss or injury.
- Compliance with any of the above shall not relieve the Contractor of any liability arising out of or in any way connected with the performance of his obligations under any other clause of the Contract.

SPECIAL REQUIREMENTS IN RELATION TO THE E.S.B.

Before any operation or work commences in the vicinity of ESB underground or overhead cables the Contractor shall employ systems of work which do not endanger the health, safety or welfare of his employees, the employees of other contractors, Local Authority employees or members of the public.

The Contractor shall comply with all legislation and regulations applicable under the Health and Safety at Work Acts.

4.0 SPECIFICATION

The Specification shall be that published by Transport Infrastructure Ireland (TII) and available from the TII publications website. The specification shall be that which is current as at the designated date of this Tender competition.

Project Specific Appendices to the Specification shall be provided in relation to each project with the Works Information.

Standard details shall be those published by TII and are available for download at the TII publications website. Standard Details relating to the Schedule of Rates items can be accessed at the following link:

https://www.tiipublications.ie/

Lot	TII Standard Detail Series
1	Series 100 – Guidance on Specification of Roadwork's Series 200 – Measure and pricing site clearance Series 400 – Masonry Walls Series 500 – Drainage and Service Ducts Series 600 – Earthworks Series 700 – Pavement Series 1100 – Kerb, footway paved areas Series 1200 - Traffic Signs & Road Markings Series 1300 - Road Lighting Columns and Brackets Series 1400 - Electrical Work for Road Lighting and Traffic Signs Series 1700 – Structures Series 2700 - Watermains, Utilities and Accommodation Works Series 3000 – Landscaping
2	Series 100 – Guidance on Specification of Roadwork's Series 200 – Measure and pricing site clearance Series 400 – Masonry Walls Series 500 – Drainage and Service Ducts Series 600 – Earthworks Series 700 – Pavement Series 1100 – Kerb, footway paved areas Series 1200 - Traffic Signs & Road Markings Series 1300 - Road Lighting Columns and Brackets Series 1400 - Electrical Work for Road Lighting and Traffic Signs Series 1700 – Structures Series 2700 - Watermains, Utilities and Accommodation Works Series 3000 – Landscaping

The material shall be manufactured and laid in accordance with the NRA Specification for Road Works.

4.1 Special Requirements of Limerick City and County Council

EXECUTION OF WORKS

- It is envisaged that works under this schedule may arise at any time of the year and at any site or a number of sites, Bills of Quantities will be used for individual projects.
- The Contractor must apply for a Road Opening licence prior to the commencement of any works. All administration costs/fees are to be paid for by the Contractor.
- The Contractor shall commence the Contract Work on the date agreed with the relevant Municipal District, and the contract will be deemed to be rescinded if work has not commenced, on each site, within 5 working days of that date.
- The Contractor must provide photographs for each project (before, during and after).
- The Contractor shall provide as-built drawings in AutoCAD format on completion of the works. The x & y coordinates shall be in ITM format.
- The Contractor shall be fully compliant with Limerick City and County Councils Employment Charter and must keep detailed records of all personnel involved in each particular project.
- On completion of the works, the Contractor must present a Works Sign-off Sheet (Located in Appendix 1 of this document) to the Operations & Maintenance Area Engineer for signing. The Works Sign -off Sheet will form part of the Contractor's application for interim payment (refer to Section 4.2 below).
- All work shall be carried out during the normal working hours (8.00am to 4.30pm), Monday to Friday, unless otherwise agreed by the Engineer.
- No works shall be executed on a day-works basis.
- The Local Authority may cancel or suspend the Contract and remove the contractor from the Local Authority's annual Tender List if the Contractor is unable to fulfil or fails to fulfil any of the Conditions of Contract or terms of the Specifications or if adequate progress is not maintained by the Contractor during the execution of the Contract Work.

The Contractor shall ensure that:

- Suitable and adequate machinery shall be available for the duration of the works.
- A competent and reliable foreman should be in continuous attendance.
- During the progress of the works, the Engineer may enter on the premises of the Contractor or any place where the material is being prepared and may make such tests or take such samples as he may require.
- Night work is classified as works carried out between the hours of 19.00 GMT (7.00 pm) and 07.00 GMT (7.00am).

- The Tenderer shall submit a percentage (%) rate increase for night works (when requested to do so).
- Works will only be classed as night works if agreed, in writing, by the Engineer in advance.

Material not manufactured or laid/placed according to the specification shall be removed and replaced to the satisfaction of the Engineer.

All costs associated with the removal and making good shall be borne by the Contractor.

4.2 Maintenance Period, Measurement & Payment

- For larger projects interim payments may be made in a manner to be agreed between the Engineer and the Contractor prior to commencement of the project. Retention amounts and timing of invoices shall be agreed between both representatives, accounts for work done shall normally be submitted on completion of a section of the work. The value of the work shall be determined by measurement jointly by the Engineer's representative and the Contractor.
- The period of maintenance shall commence on the date of completion of the contract work, on each site, as agreed with the Engineer.
- Any remedial work required during this maintenance period due to inferior quality of materials of workmanship shall be carried out at the Contractor's expense.
- Delivery dockets in duplicate for all materials used shall be produced for inspection and certification by the Engineer, or his representative who will retain one copy for verification of invoices before final payment certification.
- The normal retention amount will be 5% of the certified amount to be retained for 6 months unless otherwise agreed with the Engineer. The Contractor must submit a final invoice within 30 days of the completion of the retention period or within 14 days of completion of each project if no retention period is called for.

4.3 Materials and Workmanship

- Where items to an Irish Standard Specification, a British Standard Specification or any other Standard Specification of a member State of the European Community are called for, this requirement shall be read as including items to a relevant European Standard or the relevant national standard of any member State of the European Community which provides an equivalent guarantee of safety and suitability.
- Where items certified by the National Standards Authority of Ireland as complying with an Irish Standard are called for, the requirement shall be read as either certified by the National Standards Authority of Ireland as complying with relevant European standard or as complying with the relevant national standard of another

Member State of the European Community which provides an equivalent guarantee of safety and suitability. Manufacturers or suppliers certificates of compliance with the Standard shall be provided when requested by the Engineer.

4.4 Safety on Site & Protection of Contract Work

- The Contractor shall be responsible for traffic control of his machines and delivery trucks on the site where the contract is being carried out and shall take all reasonable steps to ensure safety of all persons affected by the execution of their work, particular care shall be given to the traffic movements of work & delivery vehicles at the entry/exit points to the site.
- This shall entail the provision of cones, signs, flag men, signal man, etc. where necessary, while the work is in progress and shall also entail leaving the site in a safe condition at the end of each day's work where such precautions are necessitated specifically due to the Contractor's work, and may be required to maintain a continuous flow of traffic on 'live' roads during the execution of the Contract Work.
- The Contractor shall ensure that all delivery trucks comply with the traffic management plan for the site and delivery routes taken to the site will be agreed with the Engineer, to minimise disruption to local traffic.
- Where there is no suitable parking/staging area within the site or suitable off road parking/staging area adjacent to the site, that will cause delivery vehicles to park/stage on approach roads, the Contractor shall ensure that the traffic management plan for the site will extend to the approach to the site and will incorporate traffic control measures in the vicinity of the parked/staging delivery vehicles, to minimise disruption to local traffic, and that all delivery trucks comply with the traffic management plan for the approach parking/staging area to the site, this extension of the traffic management plan to the site will be agreed with the Engineer.
- The minimum standards of safety required, to be applied to works, in situations where the road is open to traffic shall be as set out in the Department of the Transport Traffic Signs Manual (Chapter 8 – Temporary Traffic Measures and signs for Roadworks November 2006) as updated.
- Tenderers should take particular notice of the requirements in relation to the Safety, Health and Welfare at Work Act (2005) and any amendment thereof and should consider their responsibilities in this respect when deciding on and submitting their tendered rates. The cost of ensuring safety shall be covered by the Contractor's tendered rate.
- The Tenderer is required to nominate a competent person to act in the capacity of Project Supervisor (Construction). This appointment is subject to the approval and agreement of the Local Authority prior to commencement of the contract. The

appointed Supervisor shall comply with all requirements under current Health and Safety Legislation.

- Where the Engineer is of the opinion that the Contractor is not taking satisfactory precautions in relation to safety, he/she may instruct the Contractor to carry out the necessary operations to ensure such safety but this shall not relieve the Contractor of any obligations to take adequate precautions in the first place.
- The Contractor shall submit a Safety File on completion of the works to the satisfaction of Limerick City and County Council.

4.5 Adverse Weather Conditions

- The Contractor shall suspend work when the weather conditions are such as to affect the quality of materials or workmanship.
- The Contractor shall take whatever precautions are necessary to protect materials and finished work from the harmful effects of weather.
- Weather conditions shall not be accepted as an excuse for inferior quality of materials or workmanship.
- The Engineer may instruct the Contractor to suspend the work or to carry out protective operations, due to adverse weather conditions, if he/she is of the opinion that the Contractor is not carrying out the contract correctly in this respect, but this shall not relieve the Contractor of any obligations to take adequate precautions in the first place.
- The Contractor may not claim extra payment for delays or increased costs due to adverse weather conditions.

4.6 Sampling & Testing

- Either the Road Authority, or another approved agency, as directed by the Engineer shall carry out sampling and testing of materials, and checking of workmanship.
- The Contractor shall supply free of charge samples for testing, or allow such samples to be taken when requested by the Engineer.
- The Contractor shall, at his own expense, submit a test certificate from an approved laboratory indicating that constituent ingredients of the material being supplied & laid is in compliance with the relevant Standards and Specifications.
- The Engineer shall be free at all times to visit the source of material being supplied.
- If the quality of material is not as required by the relevant Specification, or the workmanship is not as required by the Local Authority; the Road Authority shall make no payment for the inferior material or work.
- If the quality of material or workmanship is not as required by the relevant Specification, the Contractor will be required at his own expense to:
    - Remove the inferior material from site.

    - Pay for the costs of carrying out all tests with respect to the inferior material.
    - Pay for any resultant extra costs incurred due to the inferior materials or workmanship.
- In the case of a dispute arising in relation to standards both the Local Authority and the Contractor shall agree to testing being carried out by an independent laboratory specifically accredited for the tests involved. In the event of a dispute arising in relation to the particular laboratory or accreditation scheme applicable to same then the matter shall be referred to the President of the Institution of Engineers of Ireland for adjudication and his/her decision shall be binding on both parties.
- Notwithstanding the above, the Contractor shall be obliged to comply with all sampling and testing requirements detailed in specifications.

4.7 Measurement/Testing Frequency

Measurements should be carried out on representative sections as requested by the Engineer, at least three locations per kilometre should be tested at random intervals. At each location, three measurements should be taken at different spots over the width of the section being laid. The frequency may be reduced further if in the opinion of the Engineer the work is visually perceived to be up to standard. If the measured values are not to specification or there is a wide variability in test results the frequency of testing should be increased. The average test results per location should be reported. The contractor shall be required to replace the whole or part of any section, which fails to comply, at the discretion of the Engineer.

4.8 Quality of Work & Specifications

- The quality of materials and workmanship shall be as described in the relevant Specifications.
- The Contractor should be aware that the Local Authority demands strict adherence to all of the relevant Specifications.
- Where such standard specifications are specified in these documents, they shall be deemed to include all amendments and revisions to such standard specifications whether or not such amendments or revisions are stated in these documents.

Appendix 1 – Example Works Sign Off Sheet

Works Sign-off Sheet

Works Location: Limerick City Centre	**Contractor:** ABC Contracts Ltd

Brief description of the works which have been completed by the Contractor:

Example Text

The following items comprise the main elements of the works which have been carried out by ABC Contracts Ltd:

- Demolition of 540m^2 of existing concrete footpath
- Installation of 300m of new p.c.c concrete kerbs
- Installation of 30 retention sockets and bollards
- Installation of 540m^2 of new 1.8m wide concrete footpaths (C30/37 concrete)
- Installation of 300m^2 of new Tobermore Braemar paving slabs
- Reinstatement of 100m^2 of existing macadam road in front of the existing kerb line using 60m binder course (20mm nominal aggregate size) and 40mm surface course (10mm nominal aggregate size)
- Installation of 20m^2 of rain gardens with associated low level planting
- Installation of 5No. tree pits inclusive of 5No. Parrotia Persian Spire trees of 20/25cm trunk diameter

By signing this Works Sign-off Sheet, I acknowledge that I have completed the above works in accordance with all of the relevant specifications and standards.	**By signing this Works Sign-off Sheet, I acknowledge that I satisfied that The Contractor has completed the above works to my satisfaction and to all relevant specifications and standards.**
Contractor's Project Manager/Supervisor Name and Signature: **Name (Print):** **Signature:** **Date:**	Limerick City & County Council Area Engineer Name and Signature: **Name (Print):** **Signature:** **Date:**

Remarks: **Example text–As built drawings are to be submitted by the end of March 2027**