PROJECT, PARTIES & CONSULTANTS.

NAME OF THE PROJECT

Accessible Dwelling Adaptation Works

LOCATION OF THE PROJECT

The works are located at ;

A Caher East, Kilgarvan, Co. Kerry

GENERAL DESCRIPTION OF THE WORKS

B The works involve the construction of a revised site entrance, a hibernaculum, and renovation of an cottage.

COLLECTION

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PROJECT, PARTIES & CONSULTANTS.
Carried to Summary

PARTIES & CONSULTANTS

The "Employer" where ever mentioned, shall be taken to mean:

National Parks & Wildlife Services, 90 North Kings Street, Dublin 7

The "Employers Representative (ER)" where ever mentioned, shall be taken to mean:

Donal Moynihan, Chartered Engineer, Boolacullane, Farranfore, Co. Kerry,

The "Architect" where ever mentioned, shall be taken to mean:

Donal Moynihan, Chartered Engineer, Boolacullane, Farranfore, Co. Kerry,

The "Quantity Surveyor" where ever mentioned, shall be taken to mean:

Conor O'Donovan & Co. 56 Ardnalee, Tralee, Co. Kerry

The "PSDP / Assigned Certifier" where ever mentioned, shall be taken to mean:

Donal Moynihan, Chartered Engineer, Boolacullane, Farranfore, Co. Kerry,

The "Project Supervisor for Construction Stage (PSCS)" where ever mentioned, shall be taken to mean

Successful Contractor

COLLECTION

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PARTIES & CONSULTANTS
Carried to Summary

CONSULTANTS GENERALLY The Employer's Consultants and any other Consultants appointed from time to time by the Employer will be empowered to visit the site and to supervise all or any of the work. The Contractor shall observe their instructions and directions with regard to same and collaborate with them fully to any extent that may be required, provided always that the Employer's Representative's directions with regard to all or any of the work shall be final and binding.				

COLLECTION

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CONSULTANTS GENERALLY
Carried to Summary

DESCRIPTION OF THE SITE, SITE CONDITIONS AND SPECIFIC SITE RESTRICTIONS

BOUNDARIES

A	The sites are located at the addresses noted above, and as indicated on the Architects Site Layout Plan. The works are located within the site boundaries. The Contractor is to locate his compound and car parking within this boundary in a location to be agreed with the Employers Representative.	Note			
B	The sequence of works shall be agreed in co-ordination with the Design Team. The Contractor shall ensure that his / her employees, Subcontractors or Suppliers shall not trespass beyond the designated site boundaries and access routes. The Contractor shall comply with all requirements of the Local Authority and Garda concerning access. It will be the Contractor's responsibility to make good to the satisfaction of the Engineer any damage to existing roads, boundaries and entrances caused by building works.	Note			

VISIT THE SITE

C	The Contractor must visit the site to ascertain the facilities and access thereto, the contractor to include for the supply of labour and materials the district will afford, and the general conveniences of working. He shall be taken to have made himself acquainted with the nature of the soil, the nature, character, dimensions, levels and other features of the site/building, all adjoining buildings, approaches, provision of temporary accommodation, storage, security requirements, restrictions and all other things insofar as they may have any connection with or affect the Works. He must take all the above matters into account when tendering and no charge for any extra labour or materials will be allowed in consequence of his failure to do this.	Item	1		
D	Access to the site for inspection purpose will be by arrangement with the Employer's Representative	Note			

COLLECTION

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DESCRIPTION OF THE SITE, SITE CONDITIONS AND SPECIFIC SITE RESTRICTIONS
Carried to Summary

	COVID-19 PANDEMIC HEALTH & SAFETY PROCEDURES				
A	The Contractor shall include in his tender sum for all costs associated with compliance with the relevant Covid-19 protocols, safe workplace restrictions and measures. The Contractor shall obtain the Standard Operating Procedures from the CIF and implement all measures they deem necessary to safeguard employees, sub-contractors and visitors to the site. The Contractor must comply with HSE and Government guidelines with regard to physical distancing and other Covid-19 measures.	Item	1		
B	The Contractor shall allow for all costs to comply in all aspects with the latest version of the Safety, Health & Welfare at Work (Construction) Regulations and shall ensure that all relevant Acts of the Oireachtas delaing with construction safety are complied with, including all current regulations and CIF/Government guidelines relating to Covid-19	Item	1		
C	The Contractor shall prepare a project specific Covid-19 Management Plan. The plan shall be based upon risk assessments specific to the project, it's sites, phasing, operations, operative numbers, visitors to the site, possible interface with the public and any other matters relevant to the control of Covid-19. It should also outline safety procedures for site meetings, inspection and visitation to the the site by members of the Design Team and Client Representatives.	Item	1		
D	The Contractor shall take account of additional construction practices and works requirements resulting from changing works practices implemented for the purposes of controlling the spread of Covid-19. All works shall be carried out in accordance with government guidelines and restrictions in relation to Covid-19 and ensure where possible, that social distancing is implemented.	Item	1		
E	The Contractor shall ensure that each worker has completed the CIF Covid-19 Induction course and is in possession of a valid digital card.	Item	1		

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A	The Contractor's programme shall take into account the relevant guidelines and restrictions in relation to Covid-19 and the Contractor shall include in his/her tender sum for all associated costs.	Item	1		

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COVID-19 PANDEMIC HEALTH & SAFETY PROCEDURES
Carried to Summary

	PHASING OF THE WORKS				
A	Not applicable.	Item	1		
	SITE CONDITIONS AND SPECIFIC SITE RESTRICTIONS				
B	The tendering contractor is advised that the works are to be carried out in occupied buildings. The successful contractor will be required to liaise and agree with the Employer's representative a method statement outlining minimal disruption to the residents of the properties.	Item	1		
	ACCESS				
C	Access to the site and extent of the Site Compound for the works are defined as per site layout plan and within the Preliminary H&S Plan included in the Tender documentation. The Contractor shall supply, erect, move and maintain as required all necessary temporary fences & hoardings / screening (dust and noise proof) including hoarding tunnels to ensure the safety of the public, occupants of adjoining offices, staff and visitors to the site.	Item	1		
D	The Contractor shall ensure that no damage is caused to any existing building, structures, or services due to the delivery of materials, the execution of the works or the removal of rubbish. The contractor shall be entirely responsible for any damage due to his failure to comply with this clause	Item	1		
E	The Contractor shall allow here for making good of any damage caused in relation to the use of the said access. This includes any areas the contractor feels they need to widen in order to gain access to the site. Prior approval and permission must be sought in advance of any temporary works from the Employers Representative	Item	1		
F	The Contractor must ensure that he complies in full and with all Local Authority and Garda Siochana requirements and restrictions which may affect the site and access thereto including any restrictions in the locality.	Item	1		

	EXISTING SERVICES				
A	The Contractor shall fully satisfy himself as to the exact location of all existing services. The Contractor should contact the Electricity Supply Board, other Statutory Undertakings/ Public Utilities and the local County Council in relation to power cables, telephone cables, drains, open drains and watermains in advance of any excavation or opening up of work and formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that such services are damaged.	Item	1		
	MAINTENANCE OF EXISTING SERVICES				
B	Existing services known to exist on site are shown on Engineers drawings. Particulars of all known existing services will be indicated to the Contractor on site. He must also use his best endeavours to determine the position of all existing underground services prior to starting excavations.	Item	1		
	TEMPORARY CLOSING OF SERVICES				
C	Temporary closing of services or any work in making connections to existing services connected to existing buildings on site shall be carried out only after seven days prior written notice to the Employer's Representative and then at such times as he shall agree after consultation with the Employer's Representative	Item	1		
	DAMAGE TO SERVICES				
D	The Contractor shall take all reasonable precautions to protect all existing services against damage. In the event of any damage the contractor shall immediately report the matter to the Employer's Representative and shall make good all damage at his own cost.	Item	1		

	(Cont) DAMAGE TO SERVICES				
	OVERHEAD LINE				
A	The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of overhead lines. Barriers or notices as appropriate should be in place to ensure the safety or personnel in the vicinity of the cables.	Item	1		
	UNDERGROUND CABLES				
B	The Contractor must ensure that adequate safety precautions are taken when working in the vicinity of underground cables. Barriers or notices as appropriate should be in place to ensure the safety or personnel in the vicinity of the cables.	Item	1		
	TEMPORARY ROAD CLOSURES				
C	The Contractor is to allow for all liaison, fees and costs associated with temporary road closures, barriers, signage, lighting etc. as necessary to works safely on public roads and footpaths.	Item	1		
	ADJOINING AND ADJACENT BUILDINGS/OCCUPIERS				
D	The Contractor shall note the presence of the existing adjoining properties which will be occupied for the duration of the Works. The Contractor shall include in his tender for all costs associated with the safeguarding of the existing occupants and their properties and for allowing the uninterrupted access to and from their properties for the duration of the Contract. The Contractor shall make every effort not to hinder the existing occupants and their working environments for the duration of the Works, and to include in his tender for all costs associated with same.	Item	1		
E	The Contractor shall note the importance of keeping all entrance and exit points free from obstructions during the course of the Works and include in his tender for all costs associated with same.	Item	1		

	(Cont) TEMPORARY ROAD CLOSURES				
	SITE RESTRICTIONS				
A	Working hours during construction shall be restricted to 1000 - 1615 hours on Monday to Fridays . Activities outside these hours shall require prior approval from the Employer's Representative.	Note			
B	The working space for the Contractor will be confined to the immediate site.	Note			
C	The use of tools and plant on a day to day basis shall be carefully monitored and controlled to ensure that all tools are kept within a secure location when not being used.	Item	1		
D	The storage on site and use of all solvents, adhesives, cutting tools, welding equipment, drilling equipment and materials shall be stored, issued to employees and returned to storage in an approved manner.	Item	1		
E	Parking of Contractor's vehicles (which include Contractor's employee's cars) will not be allowed on the public road; parking will be restricted to the site only, the Contractor should make allowance in this item for any costs which he / she may incur in complying with this restriction. The Contractor will be designated a number of car parking spaces for his use prior to start on site.	Item	1		
F	Site Huts & Storage: The contractor will be required to provide locations at his own expense to position temporary accommodation, toilets, welfare facilities, storage facilities, meeting facilities etc as required within the assigned Contractor's compound. The Contractor to include all connections etc to facilitate same and make good all on completion of the works.	Item	1		
	DILAPIDATION INSPECTION AND REPORT				
G	The Contractor shall be responsible for the making good of any damage to neighbouring properties/structures which is caused as a result of the construction works on site.	Item	1		

	(Cont) TEMPORARY ROAD CLOSURES				
	NOISE LEVELS / CONTROLS				
A	Noise levels shall be kept to a minimum with special silencers, mufflers and suppressors applied to plant, tools etc. Close liaison shall be maintained between the Employer, Employer's Representative and Contractor to ensure overall noise levels are maintained to an acceptable level. Particularly noisy activities shall not be carried out between 8.00 p.m. and 8.00 a.m. on any night and before 9.00 a.m. on Saturdays and Sundays. Include for complying with all requirements on Noise Control.	Item	1		
B	The Contractor shall include for compliance with BS 5228- Noise and Vibration Control on Construction Sites, and for compliance with all current Health and Safety Regulations. Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles. The Contractor will be required to liase closely with the Employer's Representative so as to minimise the nuisance caused by noise and no extra cost will be recoverable for compliance therewith.	Item	1		
C	Where the works are of a noisy nature the Contractor shall inform the Employer's Representative at least one week in advance of his intention to carry out these works.	Item	1		
D	The Contractor shall set up a stringent noise monitoring regime to monitor typical levels of noise at sensitive locations and shall report on same at each site meeting.	Item	1		
E	The contractor shall nominate a competent and experienced Liaison Officer to deal with matters relating to noise, dust and vibration to the planning authority and adjacent building / property owners.	Item	1		
F	Builder to submit works program for review and appraisal	Item	1		

	(Cont) TEMPORARY ROAD CLOSURES				
	CONCRETE TESTING				
A	The Contractor shall include for all costs associated with concrete testing by an independent firm; all to the satisfaction of the Engineer.	Item	1		
	SOUND TESTING				
B	On completion of the works, the Contractor shall carry out airborne and impact sound tests of the properties in line with Part E of TGD 2014, to test floors and walls of the properties. The Contractor shall include for all costs associated with carrying out 2 sets of tests in line with Table 3A from TGD-E 2014.	Item	1		
	SETTING OUT				
C	Set out the Works accurately from information provided by the ER and inform the ER when overall setting out is complete and before commencing construction.	Item	1		
	INSTRUMENTS				
D	Permit use of instruments already on site for checking the setting out and levels without charge.	Item	1		
	CHECK ALL DIMENSIONS				
E	Both on Drawings and site, particularly the correlations between components and the work in place.	Item	1		

	(Cont) TEMPORARY ROAD CLOSURES				
	PHOTOGRAPHS				
A	The Contractor shall keep a digital camera on site for the duration of the works, and shall photograph the progress of the works throughout the contract as directed by the Employers Representative. The Contractor shall hold digital records of all photographs on site for inspection by the Employers Representative and the Design Team as required and shall in addition submit to the Employers Representative, on CD format, digital progress photographs per month of the works taken from locations on or about the site as directed by the Employers Representative.	Item	1		
	SITE SURVEY				
B	The Contractor shall satisfy himself in respect of the dimensions, composition and construction of existing buildings: the Employer will make all available information known to the Contractor, however the Contractor shall make his own enquires and investigations and shall here take notice that the Employer does not in any way whatsoever warrant the accuracy or sufficiency of the information provided.	Item	1		
	SAMPLES				
C	Where approval of products or materials is specified submit samples or other evidence of suitability. Do not confirm orders or use materials until approval has been obtained. Retain approved samples on site for comparison with products and materials used in the Works. Remove when no longer required.	Item	1		
D	Where samples of finished work are specified obtain approval of stated characteristic(s) before proceeding with the Work. Retain approved samples on site for comparison with the Works. Remove samples which are not part of the finished works when no longer required.	Item	1		

	(Cont) TEMPORARY ROAD CLOSURES				
	COMPLIANCE WITH STANDARDS				
A	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 Products or equivalent E.U. National Agreement Board Certificates of EOTA in certification in the case of any product shall be evidence of compliance with the Standard so certified.	Item	1		
	APPROVALS				
B	Where and to the extent that products, materials or work are specified to be approved or the Employers Representative instructs or required that they are to be approved, the same must be supplied and executed to comply with all other requirements in respect of the stated or implied characteristics either:	Item	1		
	1.^^to the express approval of the Employers Representative or				
	2.^^to match a sample expressly approved by the Employers Representative as a standard for the purpose.				
C	Inspection or any other action by the Employers Representative must not be taken as approval of materials, products or work unless the Employers Representative so confirms in writing in express terms referring to:	Item	1		
	1.date of inspection				
	2.part of the work inspected				
	3.respects or characteristics which are approved				
	4.extent and purpose of the approval				
	5.any associated conditions				

	(Cont) TEMPORARY ROAD CLOSURES				
	MANUFACTURERS INSTRUCTIONS				
A	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 the specification be at variance, the Contractor shall obtain instructions from the Employers Representative in writing and shall proceed accordingly.	Item	1		
	DEFECTS IN EXISTING WORK				
B	Not applicable	Item	1		
	EXISTING FINISHES				
C	The extent of which existing finishes are renewed must be agreed with the Employers Representative before the work is started. Remove existing finishes in ways which will minimise the amount of removal and renewal.	Item	1		
	DEFECTIVE WORK				
D	As soon as possible after any part of the work is known or suspected to be defective, submit proposals to the Employers Representative for opening up, inspection, further testing, making good or removal and re-execution and obtain instructions. Wherever inspection or testing shows that the work is not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to establish the acceptability of the work, such measures: 1.will be at the expense of the Contractor, and 2.will not be considered as grounds for extension of time.	Item	1		

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PHASING OF THE WORKS
Carried to Summary

	PRICING GENERALLY				
	EXPENSE IN PREPARING TENDER				
A	No Contractor shall be renumerated for any costs incurred in preparing his/her tender.	Item	1		
	BUILDING REGULATIONS / STATUTORY REGULATIONS				
B	The works shall comply with all applicable National and Local Acts, laws and bye-laws including in particular the latest building Control Regulations, Department of the Environment Regulations and Directives. The Contractor shall immediately notify the Architect should it become apparent that anything proposed contravenes such regulations. Where reference is made in the Specification or in the Pricing Document to an Irish or British Standard specification or code of practice, the "issue" shall be that of the latest edition as appropriate.	Note			
C	Notwithstanding the aforementioned, the Contractor shall note that all general costs (not allowed for within each individual work element) are to be included within the designated preliminary element relating to "Building Regulation Compliance" in connection with his Assignment as Builder under the Building Control (Amendment) Regulations 2013 : (S.I. 80) and the associated Code of Practice; including co-ordinating with the Assigned Certifier in the implementation of the Site Inspection Plan	Note			
	PRICING DOCUMENT				
D	The Pricing Document has been measured in accordance with the Agreed Rules of Measurement 4th Edition 2009. Some items have been measured in a composite manner in various sections of the Pricing Document	Note			

(Cont) PRICING DOCUMENT

A	Items included in the Pricing Document have been measured in accordance with the relevant sections of the ARM4, unless stated otherwise. The Contractor will be deemed to have included in his / her rates and prices for all other work that may be necessary but is not specifically required to be measured.	Note			
B	Unless otherwise stated, quantities have been measured nett as fixed in position.	Note			
C	The Contractor is referred to Section A 'GENERAL RULES' and the measurement clauses in Section B 'PRELIMINARIES' of ARM4.	Note			
D	The Contractor at the time of tendering, must furnish the Pricing Document, fully priced in ink in Euro. Pricing in pencil is not acceptable. All rates must be extended and all pages must be totalled and carried forward to the summary pages.	Note			
E	The Contractor will price every item that has a value and use realistic rates to facilitate accurate valuation of payments. Un-priced items will be deemed to have their cost included elsewhere or to be NIL value. Unrealistic rates in the submitted Pricing Document will be subject to adjustment in order to achieve a fair and reasonable balance within the Contract document.	Note			
F	Lump Sum Adjustment - if Contractors make a lump sum adjustment in the summary of their tenders (by way of omission of Preliminary Item values or otherwise) this adjustment will be dealt with strictly in accordance with clause 8.5.2.2. of the "Code of Procedure for single stage selective tendering" Published with the Liaison Committee Practice Notes 1994.	Note			
	MODIFICATION:				
G	Any unauthorised modification written by the Contractor against any item in the Pricing Document will render his tender null and void.	Note			

	TENDER DOCUMENTATION				
A	All tender documentation to be read in conjunction with each other, where a discrepancy occurs the contractor is to notify the Employers Repersenative for direction. No want of knowledge will be allowed for claim purposes. Where additional work if shown on any item in the tender documentation, it is deemed to be included in the tender sum	Note			
	ORDERING MATERIALS				
	This Pricing Document is not to be used for the purpose of ordering materials. Materials shall only be ordered from the Architect's or Engineer's Drawings.	noidn			
	ERRORS IN THE PRICING DOCUMENT				
	The Employer may, without any responsibility for this, examine the Pricing Document for errors in addition or extension. If there is an error in extension, the rate will be adjusted, so that the extension remains the same. If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro-rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices, (with value-added tax excluded), does not add up to the tendered Contract Sum. The Employer will decide which amounts and rates are to be adjusted. Instead of adjusting the amounts added the Employer may in his / her discretion adjust an adjustment item. No adjustment made under this paragraph will affect the tendered Contract Sum or the Comparative Cost of the Tender.	noidn			
	DRAWINGS AND OTHER DOCUMENTS				
	Tender Documents				
	The Tender Documentation consists of the following				
B	Works Requirements	Item	1		
C	Pricing Document	Item	1		
D	Information Pack	Item	1		

(Cont) DRAWINGS AND OTHER DOCUMENTS
(Cont) Tender Documents

A The Contractor is advised that the Works Requirements and Pricing Documents are all complementary to each other and should be read in conjunction with one another Note

B This project will require careful adherence to the Works Requirements and liaising with the Design Team in all respects. Note

ARRANGEMENTS FOR INSPECTION

C A full set of Tender Documents and other documents relating to the Contract may be seen by prior appointment with the Employer's Representative Note

Drawings and documents from which Bill is Prepared

As per document register

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PRICING GENERALLY
Carried to Summary

	TENDER ACCEPTANCE				
A	The lowest or any tender submitted will not necessarily by accepted by the Employer. No Contractor will be remunerated for any expenses, which he may have incurred in making up his tender. The Employer reserves the right to open all or any of the tender documents. Where qualifications have been attached to all or some of the tenders submitted and the tenderer refuses to withdraw their qualifications, the Employer in order to secure the most economical advantageous price reserves the right to deal with the most acceptable offer submitted.	Item	1		

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TENDER ACCEPTANCE
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FORM, TYPE AND CONDITIONS OF CONTRACT

Form of Contract

The Conditions of Contract are the The current Minor Works form of contract where quantities do not form part of the contract

1. THE CONTRACT

1.1 Definitions

1.2 Interpretation

1.3 Inconsistencies

1.4 Pricing 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 The 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

(Cont) 3. LOSS , DAMAGE AND INJURY				
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				
4. MANAGEMENT				
4.1 Co - operation				
4.2 Contractor's Representative and Supervisor				
4.3 Employer's Representative				
4.4 Employer's Representative communications				
4.5 Instructions				
4.6 Work 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				

(Cont) 4. MANAGEMENT

4.15 Meetings

4.16 Confidentiality and Secrecy

4.17 Contractors Things Not to be Removed

4.18 Contractor's Documents

5. CONTRACTORS 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

6. PROPERTY

6.1 Ownership of Works Items

6.2 Infringement of Property Rights

6.3 Work Requirements

6.4 Rights in Contractor's Documents

7. THE SITE

7.1 Lands Made Available for the Works

7.2 Trespassers

7.3 Contractors 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

(Cont) 7. THE SITE				
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 Standard 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 Employers Cost of Checking Quantities				

(Cont) 10. CLAIMS AND ADJUSTMENTS				
10.3 Contractors 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 Price Variation				
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 by Employer's Election				
12.6 Consequences of Termination by Contractor or at Employers Election				
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 of Service

13.6 Continuing obligations

14. COVID 19 MANDATORY CLOSURE

14.1 Covid 19 Definitions

14.2 Covid 19 General Provisions

14.2 Covid 19 Costs

15. PV 1 PRICE VARIATION

PV 1.1 Contract sum adjustment

PV 1.2 Communications

PV 1.3 Compensation events

PV 1.4 Efficiency

PV 1.5 Certificates & Payment

Optional Clauses PV1

Price Variation

Nothing in the Specification nor the Pricing Document shall override, modify or affect in any way whatsoever, the application or interpretation of that which is contained in the Conditions of Contract.

Schedule Part 1 insertions

Section A - Employer's Representative and Communications

Details for sending notices under clauses 12 and 13 to the Employer are:

DMA Architects, Collis Sandes House, Killeen, Tralee, Co. Kerry

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section A - Employer's Representative and Communications Details for sending other notices to the Employer are: DMA Architects, Collis Sandes House, Killeen, Tralee, Co. Kerry The Employer's Representative is: DMA Architects, Collis Sandes House, Killeen, Tralee, Co. Kerry Details for sending notices to the Employer's Representative are: DMA Architects, Collis Sandes House, Killeen, Tralee, Co. Kerry Section B - Documents The Works Requirements are: As scheduled and included in the document register The Pricing Documents are: These Bills of Quantities dated February 2024 Section C - Project Supervisor				
A	The Contractor is to be appointed PSCS for the works	Note			
	Section D - Insurance (TO BE PRICES IN ELEMENT 07)				
B	Insurance of Existing Structures - Fire, Storm and Tempest Insurances of the Existing Building will be the responsibility of the Client. Before work commences on site the Employers and Contractors insurance brokers will be required to liase to ensure all aspects of insurance are covered.	Note			
C	Fatal Accidents Acts, Employers Liability Acts, Workmen Compensation Acts, Insurance (Intermittent Unemployment) Acts and any other Acts that may be in force at the date of tender.	Note			

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section D - Insurance (TO BE PRICES IN ELEMENT 07)				
A	Provide for liability and Indemnity Insurance for damage to persons and property in accordance with Clause 3 of the Conditions of Contract	Note			
B	Provide all risk insurance in accordance with Clause 3 of the conditions of contract.	Note			
C	Insurance of the Works: minimum amount insured for professional fees 12.5% of the Contract Sum (if none stated, 12.5%)	Note			
D	Minimum indemnity limits for public liability and employers' liability insurance:	Note			
E	Public Liability Insurance: € 6,500,000.00 for any one event, but this limit may be on an annual aggregate basis for products liability, collapse, vibration, subsidence, removal and weakening of supports and sudden and accidental pollution.	Note			
F	Employers' Liability Insurance: € 13,000,000.00 for any one event.	Note			
G	Professional Indemnity Insurance will be required with a minimum PI indemnity of €2,600,000. The maximum excess shall be €50,000.00	Note			
	Maximum excess for Insurance of Works and other Risk Items:				
H	Insurance of Works and other Risk Items: €10,000.00	Note			
J	Public Liability: €6,500.00	Note			
	Permitted exclusions from all insurances				
K	^^^War, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power	Note			

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section D - Insurance (TO BE PRICES IN ELEMENT 07)				
A	^^^Pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds	Note			
B	^^^Contamination by radioactivity or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its components, in each case not caused by the Contractor or the Contractor's Personnel	Note			
C	^^^Terrorism	Note			
D	^^^Asbestos	Note			
	Permitted exclusions from insurance of the Works and other Risk Items				
E	^^^Use or occupation of the Works by the Employer except in connection with the Works	Note			
F	^^^Unless otherwise specified in the Works Requirements, cost of making good defects in the Works but not damage caused by such defects to other sound parts of the Works	Note			
G	^^^Wear. tear, normal upkeep or normal repair or gradual deterioration	Note			
H	^^^Inventory losses	Note			
J	^^^Loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance	Note			
K	^^^Failure of information technology	Note			
L	^^^Mechanical or electrical breakdown but not resulting damage	Note			
M	^^^Cessation of the Works for more than 3 months	Note			
	Permitted exclusions from Public Liability Insurance				
N	^^^Persons under a contract of service or apprenticeship with the insured	Note			

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	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section D - Insurance (TO BE PRICES IN ELEMENT 07)				
A	^^^Property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purpose of the Works	Note			
B	^^^Defective workmanship or materials but not resulting damage	Note			
C	^^^Mechanically propelled vehicles within the meaning of the Road Traffic Acts	Note			
D	^^^Loss or damage due to design for a fee or for which a fee would normally be charged. Note: Delete two of the form fields above. If none deleted, permitted exclusion is 'loss or damage due to design for a fee or for which a fee would normally be charged'	Note			
E	^^^Gradual pollution or contamination	Note			
F	^^^Territorial limits	Note			
G	^^^Unless otherwise specified in the Works Requirements, aircraft and waterborne craft	Note			
H	^^^Fines, penalties, liquidated damages	Note			
	Permitted exclusions from Employers Liability Insurance				
J	^^^Offshore work	Note			
K	^^^Liability compulsorily insurable under the Road Traffic Acts	Note			
	Permitted exclusions from professional Indemnity Insurance				
L	^^^Persons under a contract of service or apprenticeship with the insured	Note			
M	^^^Ownership, use, occupation or leasing of mobile or immobile property	Note			

	(Cont) 15. PV 1 PRICE VARIATION				
	(Cont) Schedule Part 1 insertions				
	(Cont) Section C - Project Supervisor				
	(Cont) Section D - Insurance (TO BE PRICES IN ELEMENT 07)				
A	^^^Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters	Note			
B	^^^Dishonest, malicious, criminal or deliberate illegal acts	Note			
C	^^^Libel and slander	Note			
D	^^^Insolvency	Note			
E	^^^Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages	Note			
F	^^^Failure of information technology	Note			
G	^^^Contractual liability that would not apply in the absence of the contract	Note			
H	Loss and damage due to design	Note			
	Optional insurance provisions:				
J	The Employer shall not have the risk of loss of and damage to its existing facilities and parts of the Works it uses or occupies, in accordance with sub-clause 3.8.	Note			
K	The Contractor is not required to extend the insurance of the Works and other Risk Items for a Section that has reached Substantial Completion until the Employer's Representative issues the certificate of Substantial Completion for the whole Works	Note			
	Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY)				
L	A performance bond is required	Note			

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY)				
A	A performance bond is required. Provide for paying premium required by an approved Insurance Company, Bank or other appropriate Body for a Surety Bond of 12.5 % of the amount of the tender. The amount of the performance bond shall be 12.5% of the initial contract sum up to certification of Substantial Completion of the Works, and 6.25% of the initial Contract Sum for the subsequent period stated in the form of in the works requirements. The Bond shall expire 450 days after the date of Substantial Completion of the Works as certified by the Employers Representative appointed under the Contract. The amount provided will not be subject to any adjustment; and this amount or the amount of the premium whichever is the lesser shall be included in the first payment on account after the Bond has been executed. Note - Costs for this item are to be included separately as indicated in the Summary. A contractor that proposes a bond issued by foreign financial institution must ensure that it contains a provision that ensures that it is subject to the exclusive jurisdiction of the Irish Courts. The sole law governing of the bond will be Irish Law. The contractor will not be allowed to commence on site until the original Bond, signed and sealed by both Surety and	Item	1		
B	The form of performance bond shall be as per the current model form issued by the Department of Finance for Public Works Construction Contracts	Item	1		
C	The Institution providing a bond must, if it is an insurance company, be authorised by the Financial Regulator to write guarantee business in Ireland or passported into Ireland	Item	1		

	(Cont) 15. PV 1 PRICE VARIATION				
	(Cont) Schedule Part 1 insertions				
	(Cont) Section C - Project Supervisor				
	(Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY)				
	Section F - Collateral Warranties:				
A	The Contractor and any of their Sub-Contractors with design responsibility for any constructed elements will be required to sign a Collateral Warranty under seal, which constitutes step-in rights in the event of default by the Employer.	Item	1		
	Collateral Warranties are required from the following categories of Specialists, by the following dates, and the amount withheld from payments under sub-clause 5.5 are as follows:				
B	N/A	Note			
	Section G - Dates for Substantial Completion, Sections, Liquidated Damages, Retention:				
	The Works				
	Date for Substantial Completion-				
C	1st August 2024	Note			
	Rate of liquidated damages:				
D	€500 per week	Item	1		
	Section H - Early Completion:				
	The Employer's Representative is required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Completion.				
	Section I - Defects Period:				
E	The initial Defects Period is 12 months from the date of Substantial Completion of the Works	Item			
	Section J - Random Checks for Employment Records:				

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY) *Sub-clause 5.3.3A(2) shall be part of the Contract* *Section K - Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments* *Event 17 - A difference between the Contract value of the Works according to the quantities and descriptions in a Bill of Quantities in the Pricing Document, if there is one,[taking into account the method of measurement and any amendments identified below] and the Contract value of the Works described in the Works Requirements, because the Bill of Quantities, when compared with the Works Requirements: includes an incorrect quantity or; includes an item that should not have been included or; excludes an item that should have been included or; gives an incorrect item description; and the difference for an item in, or that should have been in, the Bill of Quantities is more than € 500.00* *Delay Event*				
A	NO	Note			
	Compensation Event				
B	Yes	Note			
	Event 18 - An Item of Archaeologicial interest on human remains is found on the site and it was unforeseeable *Delay Event*				
C	Yes	Note			
	Compensation Event				
D	Yes	Note			

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	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY) *Event 19 - The Contractor encounters on the site unforeseeable ground conditions or man made obstruction in the ground other than utilities.* *Delay Event*				
A	Yes	Note			
	Compensation Event				
B	Yes	Note			
	Event 20 - The Contractor encounters unforseeable utilities in the ground on the site *Delay Event*				
C	Yes	Note			
	Compensation Event				
D	Yes	Note			
	Event 21 - Owners of Utilities on the site do not re-locate or disconnect Utilities as stated in the Works Requirements, when the contractor has complied with their procedures and the procedures in the contract and the failure is unforeseeable . *Delay Event*				
E	Yes	Note			
	Compensation Event				
F	Yes	Note			
G	A weather event is when for any month between the Starting Date and the Date for Substantial Completion of the Works, the value for any of the weather data listed below, as measured at the nearest automatic weather station	Note			

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY)				
A	In sub-clause 9.4 the programme contingency threshold is 10 Site Working Days of delay caused by Compensation Events.	Note			
	The definition of craftspersons in part 2E includes the following additional categories:				
B	None	Note			
	In sub-clause 10.6.4(3), the rates to be used to determine the cost of plant are the rates in:				
C	The "Schedules of Dayworks Carried Out Incidental to Contract Work" published by The Civil Engineering Contractors Association (CECA) modified as follows:	Note			
D	Sterling rates to be read as Euros	Note			
E	In sub-clause 10.7, the amount to be added for delay cost is the daily rate tendered by the Contractor in the Schedule, part 2E (sub-clause 10.7.1(1))	Note			
F	In sub-clause 10.7, the Contractor is to tender in part 2E a single daily rate for delay costs	Note			
	Section L - Payment Particulars				
G	Period for interim payment is monthly.	Note			
H	Minimum amount for interim payments is €50,000	Note			
J	When permitted by the Pricing Documents, up to a maximum of €1,000.00 of unfixed Works Items may be included in an interim payment.	Note			
K	The retention percentage is 10%.	Note			
	Section N - Conciliation and Arbitration				
L	Failing agreement, the conciliator will be appointed by the RIAI	Note			

	(Cont) 15. PV 1 PRICE VARIATION **(Cont) Schedule Part 1 insertions** (Cont) Section C - Project Supervisor (Cont) Section E - Performance Bond: (TO BE PRICED ON MAIN SUMMARY)				
A	The person or body to appoint the arbitrator, if not agreed by the parties, is the RIAI	Note			

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FORM, TYPE AND CONDITIONS OF CONTRACT
Carried to Summary

DEFINITIONS

TERMS ''APPROVED'', ''DIRECTED'' AND ''SELECTED''

The terms "approved", "directed", and "selected", shall mean the approval direction and selection of the Architect (in writing). noidn

TERM ''SUPPLY''

Unless otherwise stated the word "supply" shall mean to include the term "provide and fix" as is usually understood. noidn

PROPRIETARY NAMES

Wherever a proprietary name is used to specify a material or process it shall be deemed to have the term "or equivalent" appended to it. noidn

Where a material or process is described by reference to its proprietary name the name is used to indicate the standard of construction, appearance, ease of maintenance and durability acceptable to the Architect. The Architect may approve the use of alternatives where such alternatives are shown to equal or surpass the qualities of the product or process specified. Accordingly proprietary names wherever mentioned in the Specification, Pricing Document or on the Drawings shall be deemed to mean the provision of the named product or process or an approved alternative. noidn

FIXING ONLY MATERIALS

Notwithstanding the provisions of the ARM4, where materials are described as 'Fix only' in this Pricing Document, the prices for such fixing will be deemed to allow for: taking delivery at site, unloading, getting in, unpacking, checking for discrepancies and faults and co-ordinating necessary replacements, storing, removing from store, distributing, hoisting, placing in position, assembling as necessary and fixing as described, protecting goods from receipt to completion of Contract, taking risk of loss or damage and for the safe return of packages, crates and the like. noidn

APPROVAL

The expression "Approval" or "Approved" used herein shall mean a specific approval by the Architect. This should normally be in writing or confirmed by the Contractor in writing to the Architect. noidn

DEFINITIONS FOR ALTERATION WORK

TO MATCH EXISTING means use products, materials and methods to closely match all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval and to additional specified requirements.

REMOVE means remove existing work so described and all associated accessories, fastenings, linings and bedding materials without damaging adjacent work to be retained, and make good. 'Form' or 'cut' openings, etc. means remove as necessary.

RE-FIX means:
1.^^Carefully remove existing work required to be re-fixed.
2.^^Remove fastenings and bedding materials from products/materials and clean and repair as necessary.
3.^^Set aside and adequately protect until required.
4.^^Re-locate accurately and fix securely using fixing and jointing materials and methods to match existing, or approved alternatives, and make good.

(Cont) DEFINITIONS FOR ALTERATION WORK

5.^^Comply with additional specified requirements.

MAKE GOOD means carry out local remedial work, including the following as appropriate and necessary to leave the work sound and neat to approval:
1.^^Remove defective parts of existing finishes and components and around any stated features.
2.^^Fill, dress down, piece-in, patch, extend existing finishes, make minor repairs and adjustments.
3.^^Re-fix or re-stick.
4.^^Re-decorate.

MAKING GOOD consequent upon alteration, extension and maintenance work is deemed to be included in such items.

RENEW means carefully remove existing work and replace:
1.^^with materials/products identical to those removed or approved substitutes,
2.^^using methods similar to those used in constructing the removed work or approved alternatives,
3.^^to meet additional specified requirements.

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DEFINITIONS
Carried to Summary

	CONTRACTOR'S LIABILITY:				
	INSURANCES				
A	The Tendering Contractors are to include for all insurances and liabilities as set out in Clauses 10	Item	1		
B	(1) The employers liability and public liability policies should be the name of the contractor as set out on the Tender Form. (All Risks policy should be in the joint names of the Contractor and the Client).	Item	1		
C	(2) The "description of business" as set out in the policy should be broad enough to include the work being undertaken.	Item	1		
D	(3) The "All Risks" policy should include a maintenance period of 12 months as set out in the appendix to the conditions.	Item	1		
E	(4) The general limit of indemnity under the P.L. policy should be at least €6.5M. any one accident.	Item	1		
F	(5) The sum insured under the "All Risks" policy should be at least:	Item	1		
G	The full reinstatement value of the works and ancillary items from time to time, plus the percentage as set out in the appendix for professional fees and site clearance.	Item	1		
H	(6) All mechanically propelled vehicles used on the contract shall be insured in respect of liability under the Road Traffic Act.	Item	1		
J	(7) The liability for injury to passengers is to be covered on an unlimited basis.	Item	1		
K	(8) The cover in respect of excavators, bulldozers, mechanical navvies and such like shall include the third party working risk including digging below own wheel base.	Item	1		
L	(9) The Road Traffic Act Certificates, as well as the policy must be produced for the Architect.	Item	1		

	(Cont) INSURANCES				
A	(10) The limit for property damage must be at least €650,000.00	Item	1		
B	The Contractor shall include in his tender sum for all costs associated with complying with the insurance provisions stated in the Contract.	Note			

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CONTRACTOR'S LIABILITY:
Carried to Summary

	IMPLEMENTATION AND COMPLIANCE WITH THE BUILDING REGULATIONS				
A	The Contractors attention is drawn to his statutory duty to ensure that the construction of the buildings is in accordance with the requirements of the Building Control Act 1990, the Building Control Regulations 1991 and the Building Regulations 1991 and all subsequent revisions.	Item	1		

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IMPLEMENTATION AND COMPLIANCE WITH THE BUILDING REGULATIONS
Carried to Summary

	LOCAL AUTHORITY FEES AND CHARGES				
	FEES AND CHARGES:				
A	Include for all fees and charges (other than those covered by the items in General facilities and obligations) which the Contractor is required to pay to Local Authorities, public undertaking or other public and private utility provider.	Item	1		
	RATES:				
B	Provide for rates on all temporary buildings.	Item	1		

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LOCAL AUTHORITY FEES AND CHARGES
Carried to Summary

	OBLIGATIONS AND RESTRICTIONS IMPOSED BY EMPLOYER				
	ACCESS:				
A	Sole access will be from the Public Road. The Contractor and his sub Contractors shall not interfere with the free flow along the public roads	Item	1		
	CONVENIENCE OF OTHERS				
B	The Contractor shall consult the convenience of anybody who may be affected by the work with regard to the approaches to be used, suitable times for making deliveries and all other matters affecting them.	Item	1		
	USE OF SITE:				
C	Do not use the site for any purpose other than carrying out the works.	Item	1		
	LIMITATIONS OF WORKING SPACE:				
D	The Contractors working space shall consist of the site as shown on the Site Layout Drawing.	Item	1		
E	No allowance has been included in this Pricing Document for the restoration of any area (except work in connection with site services) outside the Contractor's working space resulting from damage thereto by the Contractor's operations, and no payment will be made for the restoration of any such damage. Tendering Contractors shall include herein for any expenses in this regard.	Item	1		
	LIMITATIONS OF WORKING HOURS:				
F	Subject to any provision to the contrary contained in the contract working hours are limited to the normal working hours of the Building Industry. Overtime shall not be worked without the prior express permission in writing from the Employer's Representative, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the Contractor shall immediately advise the Employer's Representative.	Item	1		

	SITE:				
A	The Contractor shall maintain a clean working site at all times and shall ensure that no construction debris is left on site following commencement of the works	Item	1		
	MATERIALS FOUND ON SITE:				
B	Excavated material and debris arising from site clearance shall be disposed of as herein specified. Building materials found on site are not to be used. Treasure Trove shall, subject to legal requirements be the property of the Employer.	Item	1		
	FENCES AND SCREENS:				
C	Provide erect and maintain all necessary temporary fences, screens, guard rails etc., for the proper execution of the Works, for the protection of the public and the occupants of adjacent properties and for meeting the requirements of any local or other Authority. Alter shift and adapt from time to time as necessary and clear away on completion. The Contractor shall visit the site and ascertain the extent of temporary fencing, screens, etc., required. No demolition or alteration work to commence until the site and boarding is fully screened around the site. The Contractor is to allow all costs associated with this requirement.	Item	1		
	TEMPORARY NAME BOARD:				
D	Not applicable	Item	1		
	EXISTING SERVICES:				
E	The Contractor should note the presence of existing services within the confines of the site. The Contractor shall include in his tender for all costs associated with identifying and carefully working around all existing site services and associated obstructions.	Item	1		
F	Notify all service authorities of proposed works before commencing site operations. So far as reasonable ascertain location of services or confirm that none exist in the vicinity of the works.	Item	1		

	(Cont) EXISTING SERVICES:				
A	Protect, uphold and maintain all services. Do not interfere with their operations without consent of the Service Authorities, or Private Owners or the Employer's Representative as appropriate.	Item	1		
B	If services are interfering with the works to be completed, the Consulting Engineer / ER is to be notified prior to any additional works taking place.	Item	1		
C	No disruption of services will be tolerated and the Contractor will be liable for any cost to Shannon Commercial Properties due to disruption of services	Item	1		
D	Notify all service authorities of proposed works before commencing site operations. So far as reasonable ascertain location of services or confirm that none exist in the vicinity of the works.	Item	1		
E	If any damage results from the execution of the Works, immediately:	Item	1		
	1. Notify the Employer's Repersentative and appropriate Service Authority.				
	2. Make arrangements for the work to be made good without delay to the satisfaction of the Service Authorities or private owners, as appropriate.				
F	The Employer's Repersenative may issue instructions or make such other arrangements as he deems necessary to repair rapidly any essential services damage during the execution of the works. Such arrangements shall not affect any liability to pay for making good.	Item	1		
G	The Contractor is to re-set all valve covers, manhole covers and any other covers disrupted in the course of the road repairs and footpath upgrading works	Item	1		

	EXISTING SURFACE:				
A	Any work or repair, or any item cut into, disturbed or damaged while effecting repairs, renewals or reinstatement shall be made good in a neat and substantial manner and shall be finished to match every respect the best of the surrounding work	Item	1		
	DRYING THE WORKS:				
B	Allow for temporary equipment, fuel, and attendance for drying and controlling the humidity of the Works.	Item	1		
	TEMPORARY ACCOMMODATION AND FACILITIES FOR THE USE OF THE EMPLOYER:				
C	Provide and maintain a suitable temporary office for Design Team, site meetings and the like, together with all necessary heating, lighting, tables and chairs as required and alter, shift and adapt same as necessary.	Item	1		
	STATUTORY OBLIGATIONS:				
D	Comply with Statutory Obligations and the Regulations of any Local Authority, Public Service or Statutory Body relating to the execution of the works.	Item	1		
	TRADE UNION LABOUR:				
E	Trade Union Labour only is to be employed on the works and the Contractor must pay the standard rate of wages current in the district and observe the customary hours and conditions of employment. As far as possible local tradesmen and labourers are to be employed. Persons engaged upon the works should insofar as practicable and without affecting the efficiency of the work be recruited from the local offices of the National Manpower Services to the extend that the total labour requirements of the contract exceeds the Contractor's core workforce.	Item	1		

	PROGRESS:				
A	BAR CHARTS: The Contractor shall prepare and have available at the first site meeting a bar chart or similar programme which clearly and explicitly sets forth the sequence of all operations (including those of sub-contractors) and the time limits within which the Contractor proposes that each operation shall be commenced and completed.	Item	1		
B	The programme shall be in a form approved by the ER and duplicated copies shall be produced for the Employer, and Quantity Surveyor.	Item	1		
C	Record progress of the copies of the programme kept on site. Review the programme at monthly intervals to take account of any circumstances which arise affecting the progress of the Works.	Item	1		
D	Hold regular site meetings as are necessary for the proper management and co-ordination of the contract or when required by the ER. Site meeting will normally be held at two week intervals.	Item	1		
	METHOD STATEMENT				
E	The Contractor will be asked to provide Method Statement(s) including details of management structure, anticipated labour requirements, programming of the Works, health and safety, quality control, and cost control, before commencement on site.	Item	1		
	MAINTENANCE INSTRUCTIONS:				
F	Obtain and hand over to the ER / Consulting Engineer at practical completion any maintenance instructions provided by Manufacturers or Suppliers.	Item	1		

CERTIFICATION OF MATERIALS TO IRISH STANDARD SPECIFICATION:

A All product/material concerned must either be certified as complying with the relevant Irish Standard Specification in accordance with the Irish Standard Mark licensing system and bear the Irish Standard Mark or the product/material must be certified to an international standard or a national standard of another Member State of the European Communities which provides and equivalent guarantee of safety and suitability. The Irish Standard Mark Licensing System is operated by the National Standards Authority of Ireland (N.S.A.I.) on behalf of the Institute of Industrial Research and Standards. Note

B "Approved Equivalent"/"Equal and Approved" In every case in the Tender Documents where materials, appliances or fittings of special design, manufacture or description (patented or otherwise) are prescribed or the names of the manufacturers or agents are given such references are inserted solely for the guidance of the Contractor as to the nature and quality of the article or service required. But in all cases the materials, appliances or fittings used, shall be subject "or other approved" and also subject to the Architects approval. Note

C The Contractor shall carry out the works and use materials in accordance with the currect and relevant Building Regulations, Codes of Practice and Standard Specifications. He shall provide and keep on site Codes of Practice and Standard Specification to the Architects' requirements and shall provide duplicate sets for the Clerk of Works. Note

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OBLIGATIONS AND RESTRICTIONS IMPOSED BY EMPLOYER
Carried to Summary

	WORK BY PUBLIC BODIES:				
	PUBLIC BODIES				
A	Generally works which are to be carried out by a Local Authority or Public Undertaking are given as Provisional Sums herein.	Item	1		

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WORK BY PUBLIC BODIES:
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	MATERIALS AND WORKMANSHIP SPECIFICATIONS				
A	The Contractor shall allow here for carrying out the Works in strict compliance with the Works Requirements and to the satisfaction of the Employer's Representative	Item	1		
	MATERIALS AND WORKMANSHIP				
B	The materials and workmanship shall be to the satisfaction of the Employer's Representative and shall be the best of their respective kinds. Materials shall comply where applicable to the current Irish or British Standard. All trade practices customary in ordinary good quality work shall be observed so as to ensure a sound and satisfactory job. All materials shall be used, applied and fixed strictly in accordance with their manufacturer's instructions, together with all necessary appliances, accessories, etc., as may be recommended by them. All work shall be carried out by competent tradesmen under the supervision of the Contractor or reliable foreman.	Item	1		
C	The term "Standard" in the Specification means that the articles or services specified shall conform to the latest appropriate Irish Standard Specification or where such is not available to the appropriate British Standard Specification.	Item	1		

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MATERIALS AND WORKMANSHIP SPECIFICATIONS
Carried to Summary

	SAMPLES				
A	Samples of all materials, manufactured articles and executed work shall be submitted to the Architect for approval before adoption. Such approval will not relieve the contractor from responsibility for any defects.	Item	1		
	Submission of Samples				
B	If requested by the Architect, samples of all materials proposed to be used for the works shall be submitted to him, 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 Architects 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.	Item	1		
C	All control samples as required per Architects NBS specification	Item	1		
	The Contractor will be required to provide the following samples/sample boards:				
D	^^^Ironmongery (1 of each item)	Item	1		
E	^^^Floor Coverings (a 400 x 400mm sample of each)	Item	1		
F	^^^Wall and Floor Tiles (a sample of the full range of floor tiles)	Item	1		
G	^^^Ceiling Tiles	Item	1		
H	^^^Windows with glazing	Item	1		
J	^^^Signage (internal and external)	Item	1		
K	^^^Samples of any other item requested	Item	1		
L	The Contractor is to provide a reserve of 5% of wall tiles, floor tiles and ceiling tiles for future Client use	Item	1		

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SAMPLES
Carried to Summary

	MOCK-UPS				
A	Mock-Ups are to be commenced immediately at the start of the project. The Architect shall not give approval to any Contractor submissions until all of the samples are in place and the mock-ups complete.	Item	1		

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MOCK-UPS
Carried to Summary

	GENERAL				
A	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 Sub-Contractor, Manufacturer, Supplier or independent inspecting authority, the Contractor shall ensure that such evidence is satisfactory and that appropriate records are maintained.	Item	1		
B	No materials or prefabricated items shall be used in the works until it has been verified that they comply with the specified requirements	Item	1		
C	Where appropriate, all materials and prefabricated items delivered to the site shall bear the Manufacturer's name, brand name, or any other detail that may be required to verify the exact nature of the material or item and relate it to the specified requirements.	Item	1		
D	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.	Item	1		
E	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.	Item	1		
F	Transportation, handling and storage of materials and prefabricated items shall be controlled to prevent mis-use, damage or deterioration.	Item	1		
G	The Contractor shall operate quarantine procedures for the identification and isolation of materials and prefabricated items that do not comply with the specified requirements.	Item	1		

A	Works test certificate shall include, whenever applicable, the location in the works or the delivery or batch which the sample represents.	Item	1		

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GENERAL
Carried to Summary

	DELETERIOUS, HAZARDOUS OR UNDESIRABLE MATERIALS				
	The materials listed below shall not be used on the projects either in temporary works or incorporated in the permanent works in any shape or form:-				
A	(a) High Alumina Cement or Concrete	Note			
B	(b) Calcium Chloride	Note			
C	(c) Calcium Silicate or sandlime bricks or tiles	Note			
D	(d) Asbestos products	Note			
E	(e) Wood Wool	Note			
F	(f) Crocidolite	Note			
G	(g) Sea Dredged Aggregates	Note			
H	(h) Urea Formaldehyde	Note			
J	(i) Materials containing fibres with a diameter of three microns or less and a length of 200 microns or less	Note			
K	(j) Polytetra Fluroethylene (PTEE) except when used as a non stick sealing within valves; jointing materials between pipes or as a isolating tape	Note			
L	(k) Mineral fibres (man made or naturally occuring) which are not stabilized materials to prevent fibre migration	Note			
M	(l) Halon	Note			
N	(n) Lead based paint; and	Note			
P	(0) Pyrites containing aggregate	Note			
Q	(l) any other material generally considered to be deleterious at the time of use	Note			

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DELETERIOUS, HAZARDOUS OR UNDESIRABLE MATERIALS
Carried to Summary

	VESTING CERTIFICATES				
A	Within 21 days of acceptance of his/her tender the Contractor shall send to the Employer's Representative a list of the Suppliers from whom the Contractor or Specialists intends to obtain goods or materials to be embodied in the works and (if not direct Suppliers) the manufacturer's of each item of plant to be embodied in the works that exceeds Ç 6,350.00 in value. The Contractor shall also notify the Employer's Representative promptly in writing of any addition to the list during the course of the works. The list and any additions to the list shall be accompanied by a vesting certificate from each Supplier and manufacturer named. A vesting certificate shall certify that the full ownership (free of any lien or charge) in all goods and materials delivered by or with the authority of the Supplier or manufacturer to the Contractor or Specialists (whether on the Site of the Works or elsewhere) shall pass irrevocably to the Contractor or Specialists not later than such delivery notwithstanding any terms of contract of the Supplier or manufacturer and whether or not the Supplier or manufacturer has been paid for the goods and materials. The Contractor shall include with every progress application written evidence that any goods or materials in respect of which payment is requested are the subject of a vesting certificate furnished to the Employer's Representative by the Supplier and (where relevant) manufacturer in accordance with the previous sub-Clause. In the absence of such evidence no payment shall be certified in respect of goods or materials	Item	1		
	PATENT RIGHTS AND ROYALTIES				
B	The contractor shall save harmless and indemnify the Employer for and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected rights in respect of any constructional plant, machine, work or material used or in connection with the Works.	Item	1		

	TEMPORARY WORKS				
	Temporary Works Engineer (T.W.D.C.)				
A	All temporary works are the responsibility of the Contractor who is to appoint a suitably competent Temporary Works Engineer. Detailed drawings and designs along with method statements and risk assessments are to be provided to the Engineer for review prior to incorporation into the works.	Item	1		
B	The term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works; it shall include temporary works to support and ensure the stability of the partially completed works and of adjoining structures and lands, as well as such matters as trench shoring, scaffolding, propping, working platforms, gangways, access stairs and landings.	Note			
C	The Contractor shall appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the partially completed permanent works and of adjoining structures and lands during the envisaged construction process and, further the Contractor shall employ a suitably qualified site engineer; both shall liase with each other and with the Project Supervisor Design Process and Project Supervisor Construction Stage, all in accordance with the HSA Guidelines to Safety, Health and Welfare at Work (Construction) Regulations 2006.	Note			
D	The Contractor shall submit with his tender a method statement detailing his proposals for the temporary works. The Contractor is required to submit full design calculations with his tender.	Item	1		
E	The Contractor is to assume full liability for the design and execution of all temporary works in connection with this project.	Item	1		

	(Cont) TEMPORARY WORKS				
	Temporary works to maintain the stability of existing buildings				
A	The Contractor is reminded that he is responsible for maintaining the stability of all existing buildings and structures, within and adjacent to the Works, from commencement of Works on site until completion of the Works. The Contractor shall be held solely responsible for the safety of such existing buildings and the sufficiency of all temporary work.	Item	1		
B	The Contractor shall submit with his tender a method statement detailing his proposals for the temporary works.	Item	1		
C	The Contractor shall nevertheless advise the Employer's Representative, before the Starting Date and commence work on Site, of his final proposals for temporary supports and sequence of construction. These proposals shall be supported by design calculations if so requested.	Item	1		

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VESTING CERTIFICATES
Carried to Summary

	GENERAL FACILITIES AND OBLIGATIONS:				
	PLANT,TOOLS AND VEHICLES:				
A	Provide all plant necessary for the proper execution of the works: 1. Mechanical Plant and Vehicles 2. Non Mechanical Plant. 3. The Contractor shall take all necessary precautions to prevent any annoyance to adjoining owners and the general public by the use of mechanical plant.	Item	1		
	CRANEAGE				
B	Allow for all craneage necessary for the proper completion of the works.	Item	1		
	SCAFFOLDING				
C	Provide all necessary general and specialist temporary scaffolding for executing the works. Allow for adaptions and extensions as necessary to complete the works. Allow for all necessary protection and security for scaffolding on public roads / areas; all in accordance with Statutory Regulations and the Contractor's own Safety Statement. If the Contractor should strike any of this scaffolding before ascertaining whether it is required by a Specialist or Public Authority, he must re-erect it, if so required, at his own expense.	Item	1		
	TEMPORARY SCREENS, FENCES, HOARDINGS, GUARDRAILS AND THE LIKE				
D	Allow for all necessary temporary fencing, hoardings, fans, planked footways, guard rails, gantries and the like for the protection of the site operatives, the public and the occupants of the adjoining properties and for meeting the requirements of any Local Authority, Utility Providers or Health and Safety requirements and later shift or adapt them at any time as necessary. The Contractor shall allow for hoarding the site to prevent trespass by CHILDREN or adults and he shall visit the site to ascertain the positions and extent of all such temporary hoardings.	Item	1		

	(Cont) TEMPORARY SCREENS, FENCES, HOARDINGS, GUARDRAILS AND THE LIKE				
A	Hoarding to be 2.4m high timber hoarding painted one side including 1 lockable double door. This hoarding to be established prior to works commencing and removed on completion. Refer to Architect's site layout plan for extent of site to be hoarded	Item	1		
	TEMPORARY SHEDS, SANITARY ACCOMMODATION OR THE LIKE				
B	Allow for providing, maintaining, relocating during the progress of the works as necessary and removing on completion suitable offices for the site Foreman and other Management staff and Sub-Contractors, suitable mess facilities for the workmen, suitable sanitary accommodation and storage facilities for materials liable to damage from the weather. Comply with the requirements of the Factories Act. Provide an adequate secure compound in the location approved by the Employer's Representative for materials entering the site; remove all at completion of the works and make good. All in accordance with current construction standards.	Item	1		
	TEMPORARY ELECTRICITY SUPPLY				
C	Allow for providing all artificial lighting and power for the works, paying all charges in connection therewith; providing all temporary connections, leads, fittings and the like and clearing away and making good on completion. All in accordance with current construction standards.	Item	1		
	SITE ADMINISTRATION:				
D	The Contractor shall give all necessary personal superintendence during the execution of the Works and shall employ a good competent General Foreman, approved of by the ER, who shall be constantly on the Works, with power to act in the Contractor's absence and for all purposes as his general agent.	Item	1		

	WORKPEOPLE				
A	None but fully qualified, experienced and competent workpeople shall be employed on the Works and the Contractor shall furnish such evidence as the Engineer may require as to the qualifications and competence of any work person. The Engineer shall have the power to have dismissed from site any work person who misconducts him/herself or who is incompetent or negligent. The Contractor shall be responsible for keeping all workpeople under his control and within the confines of the site.	Item	1		
B	Operatives will be required to carry out sample work on site to indicate their expertise. Acceptable operatives should be familiar with and able to handle materials specified and have competence in the various work procedures.	Item	1		
C	The Contractor, where circumstances dictate, will be required to provide additional training to operatives where their knowledge is lacking. Include for all costs in connection with same.	Item	1		
	SERVICES CO ORDINATOR				
D	The Contractor will be required to employ, and assign to the project, a suitably qualified engineer whose duties will be to co-ordinate both internally and externally the design of the mechanical, electrical, fire protection, lift and related services, and their relationship to, and integration with the building design. To this end it will be part of his duties to liase 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 buildings. The Contractor shall notify the Employer's Representative of the name of the person so appointed and his normal place of work.	Item	1		

	SITE SECURITY:				
A	Safeguard the Works, materials and plant and all Sub-Contractors plant and materials against damage or theft including all necessary watching and lighting for the security of the works and the protection of the public. Provide shelter and fuel for any Watchman so required.	Item	1		
B	Access for Local Authority Officers to Site: Should a recognised and responsible officer of a Local Authority desire to see the premises, buildings or documents, the Contractor shall refer him to the Employer.	Item	1		
	TRANSPORT FOR WORK PEOPLE:				
C	Tendering contractors shall include for the cost of transport for work people and the importation of labour where required, including transport, travelling time and fares.	Item	1		
	INCLEMENT WEATHER:				
D	Protect all the works from damage by inclement weather.	Item	1		
	WATER FOR THE WORKS:				
E	Provide clean fresh water for use on the Works pay all charges in connection therewith, provide all temporary storage, plumbing service connections etc., and clear away and make good on completion.	Item	1		
	LIGHTING AND POWER FOR THE WORKS:				
F	Provide all artificial lighting and power for use on the works, pay all charges in connection therewith, provide all temporary connections, lead, fittings etc., and clear away and make good on completion.	Item	1		

	WHEEL WASH				
A	The Contractor shall include provision of wheel wash and keep public roads and footpaths clean and free of obstruction at all times and make good any damage caused by construction work and traffic at his own expense. All warning signs including traffic control lights, flag men as necessary for the protection of the public shall be provided.	Item	1		
	TEMPORARY ROAD:				
B	Provide all temporary roads, hard-standings, crossing and similar items required for the works. Maintain, alter, adapt and move such temporary roads as required. Clear away when no longer required and make good to the satisfaction of the Architect.	Item	1		
	TRAFFIC MANAGEMENT				
C	The Contractor shall be fully responsible for all Traffic Management during the works and shall forward a Traffic Management Plan for approval prior to commencement	Item	1		
D	The Contractor shall at all times during the execution, completion and maintenance of the Works, keep open and free from obstruction, all existing footpaths and roadways, adjacent to or near the site. The Contractor shall also arrange to carry out the work in a manner that will cause the least possible interference with the flow of traffic on all roadways.	Item	1		
	FIRE FIGHTING EQUIPMENT				
E	The Contractor shall allow for installing, maintaining and removing on completion of the works, all fire fighting equipment necessary to comply with the relevant fire regulations.	Item	1		

	DISBURSEMENTS ARISING FROM THE EMPLOYMENT OF WORKPEOPLE:				
A	Tendering Contractors shall include for:- 1. Holidays. 2. Pay Related Social Insurance. 3. Wet Time. 4. Employer's Liability Insurance. 5. Public Liability Insurance. 6. Payment and Clerical Work (including bereavement leave and ""check off"")" 7. Pension Scheme. 8. Guaranteed Week. 9. Redundancy Scheme. 10. Sick Pay Scheme. 11. Anco/Levy Grant. 12. Travelling Allowance/Country Money. 13. Meal Allowance. 14. Tool Allowance. 15. Higher rates of wages, subsistence, lodging. 16. Operation of incentive scheme and cost of overtime working. 17. All other disbursements arising from the employment of labour.	Item	1		
	PENSION / SICK PAY SCHEME				
B	The successful contractor shall be a member of the Construction Industry Federation's Pension / Sick Pay Scheme and shall comply with their obligations to make Pension Fund / Sick Pay contributions. Before the Contract is awarded evidence of membership of the scheme shall be sought from the Contractor in the form of receipts for payments made. The Construction Industry Federation may be consulted for evidence of membership in specific cases.	Item	1		
	MAINTENANCE OF ROADS:				
C	Maintain 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-Contractors or Suppliers transport as his own expense. The Contractor must ensure that there is not interference with the free flow of traffic.	Item	1		
D	The Contractor should ensure that all roads are cleaned on a daily basis	Item	1		

	REMOVING RUBBISH / WASTE DISPOSAL				
A	Rubbish containers shall be provided on site, all rubbish shall be stored in same and these containers shall be removed when they are full and replaced, the accumulation of rubbish on site will not be permitted.	Item	1		
B	Waste Management (landfill levy) Regulations 2002 the landfill levy has come into force since 1 June 2002. It applies to wastes delivered for disposal at landfill sites, including C & D wastes. C & D waste which is used in landfill site engineering, restoration or remediation purposes, is exempt from the levy when it is non-hazardous comprising of concrete, bricks, tiles, road planings, or other similar materials and its particle size is less than 150mm. Excavation spoil which is used for landfill site engineering, restoration or remediation purposes is exempt from the levy when it is comprised of clay, sand , gravel or stone. The disposition in a quarry is exempt where such material is in a chemically unaltered state. The contractor shall include for complying with these regulations.	Item	1		
C	Demolition waste must be segregated into the different waste streams so that it can be reused, recycled or disposed of in an appropriate way. Where demolition waste cannot be reused or recycled, the waste must be transported to the authorised waste facilities using the servixces of an authorised waste collector. The Contractor shll prepare a Construction & Demolition Waste Management Plan for the site. Full records must be maintained on site or in the Client's offices to prove that waste has been managed properly to show all movement of waste removed from the site during the construction stage of the project.	Item	1		

	CLEANING THE WORK ON COMPLETION:				
A	Clean the works thoroughly inside and out removing all splashes, deposits, rubbish and surplus materials. Remove all temporary markings, coverings, and protective wrappings, unless otherwise stated. Use cleaning materials only as recommended by cleaning material manufacturers. Leave the whole of the Works clean and to the satisfaction of the Architect on completion. Touch up minor faults on painted surfaces, carefully matching colour and brushing out edges. Repaint badly marked areas to suitable breaks or junction. Adjust, ease, lubricate all doors, windows, drawers, ironmongery, appliances, controls and other moving parts, as necessary to ensure easy and efficient operation.	Item	1		
	Allow for cleaning down as follows:-				
B	^^1.^^^^^All debris, packing cases, excess materials, plant and materials are to be removed off the site entirely	Item	1		
C	^^2.^^^^^All marks, scratches and minor defects are to be made good	Item	1		
D	^^3.^^^^^Decoration to be finally inspected and touched up as required	Item	1		
E	^^4.^^^^^All windows and glazed doors to be cleaned including paint, putty and grit and finally polished with a proprietary window cleaner	Item	1		
F	^^5.^^^^^All fittings such as electrical and sanitary ware to be cleaned down completely	Item	1		
G	^^6.^^^^^All hardwood exposed is to be polished	Item	1		
H	^^7.^^^^^All floors are to be cleaned out completely	Item	1		
J	^^8.^^^^^All tiled surfaces are to be cleaned of all grit washed as directed and polished to manufacturer's recommendations	Item	1		
K	^^9.^^^^^All painted work is to be cleaned down and washed	Item	1		

	(Cont) CLEANING THE WORK ON COMPLETION:				
A	The Contractor should allow here for any other site condition related items he may wish to include a cost for which do not appear elsewhere within this Section. Details should be included within the tender submission for such items.	Item	1		
	CONTROL OF NOISE:				
B	Comply with Statutory Requirements relating to control of noise levels on site. Fit all compressors and percussion tools with effective silencers of a type recommended by the manufacturers of the compressors or tools. The Contractor is required to take all necessary measures to ensure that the nose and vibrations are reduced to the minimum during the period of the works. Pneumatic tools, compressors, drills, electrical appliances, pumps, generators etc., will be muffled at all times. When such work is likely to affect immediately adjoining properties, the tenants or occupiers are to be given due notice by the Contractor of the Operation.	Item	1		
C	The Contractor shall ensure that all measures to control the noise levels produced by his operations on site required under or by virtue of any enactment or regulations, or by the working rules of any industry are strictly complied with.	Item	1		
D	Annoyance to Neighbours: The Contractor will be responsible for carrying out the works with the minimum disturbance or annoyance to adjoining owners and neighbours and for making good at his own expense any damage that may be caused to adjoining property whatsoever.	item	1		
	CONTROL OF POLLUTION:				
E	Do not cause pollution or damage the environment in any way.	Item	1		

	HEALTH & SAFETY HAZARDS				
A	General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present: See Preliminary Health and Safety Plan: The accuracy and sufficiency of this information is not guaranteed by the Employer, Architect or Project Supervisor Design Process. Ascertain if any additional information is required to ensure the safety of all persons and the Works. Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.	Item	1		
	Areas of Work involving Particular Risks known to Contracting Authority				
B	A risk of infection from biological material is presented when stripping out and demolishing existing structure and fitments and in particular when working on sanitary accommodation and sewers.	Item	1		
	The Particular Risks are as follows				
C	There is an amount of work at height on the project. There will also be work in excavations and where there is the risk of undermining existing foundations and adjoining protected structures.	Item	1		
D	There is a particular risk from work involving the assembly or dismantling of heavy prefabricated components.	Item	1		
	GARDA REGULATIONS:				
E	Ascertain and comply with Garda Regulations affecting the execution of the Works.	Item	1		
	BUILDING TOLERANCE:				
F	Shall be Grade 1 of the Draft for Development Accuracy in Building P.D. 6440 - Part 2. November 1969 of B.S.T.	Item	1		

	SITES OF ARCHAEOLOGICAL / HISTORICAL IMPORTANCE:				
A	If the site is considered to be of archaeological or historical importance, the Contractor must enter into the specific arrangements with the Client, Local Authority, commissioners of Public Works, National Monuments Advisory Council or any other relevant body, for the proper excavation and recording of Archaeological material or structure before work can commence.	Item	1		
	ARCHAEOLOGICAL DIG:				
B	All diggings, excavation and other ground disturbance of any monument including any buried external fosse shall be carried out under the supervision of a qualified archaeologist approved by the National Monuments Service. No such ground disturbance shall take place other than with the consent of such archaeologist and in the event of any items of archaeological significance being identified, work shall cease until the area has been archaeologically resolved.	Item	1		
	FREEDOM OF INFORMATION ACT 1997				
C	The Client undertakes to use its best endeavours to hold confidential, any information provided by you in this tender, subject to our obligations under law, including the Freedom of Information Act 1988 which came into force for local authorities on 21st October 1998.	Item	1		
D	Should you wish that any of the information supplied by you in this tender should not be disclosed because of its sensitivity, you should when providing information, identify same and specify reasons for its sensitivity. The Department will consult with you about this information before a decision on any Freedom of Information request is received. If you consider that none of the information supplied to you is confidential or commercially sensitive, you should make a statement to that effect.	Item	1		

	(Cont) FREEDOM OF INFORMATION ACT 1997				
A	Please note that in the event that no information is identified as sensitive with supporting reasons then it is likely to be released in response to a request under the Freedom of Information Act.	Item	1		
	PROTECTION				
B	Allow for protecting the works from damage by inclement weather, overloading, impact, or any other cause whatsoever. Provide waterproof and frost proof coverings, temporary shelters, temporary drainage and any other necessary protection for this purpose. Make good any damage caused by ineffective protection regardless of the cause.	Item	1		
	PAYMENTS FOR MATERIALS ON SITE				
C	The Contractor should note that payments for materials on site, will not be permitted to be included in any interim payments.	Item	1		
	WORK OUTSIDE THE CONTRACT				
D	The Contractor should note that claims for additional works will not be entertained unless specifically requested in writing to the ER and QS for approval.	Item	1		
E	The costs associated with any variations, change orders or additional works must be agreed in advance with the QS, prior to executing such work. Should the Contractor decide to carry out additional works, without prior agreement of the costs with the QS, the Contractor shall not be reimbursed for the costs of such work.	Item	1		

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GENERAL FACILITIES AND OBLIGATIONS:
Carried to Summary

	IMPLEMENTATION AND COMPLIANCE WITH THE BUILDING REGULATIONS:				
A	The Contractors attention is drawn to his statutory duty to ensure that the construction of the buildings is in accordance with the requirements of the Building Control Acts, The Building Control Regulations and the Building Regulations currently in operation.	Item	1		
B	The Contractor is referred also to the terms and conditions of the Fire and DAC Certification issued.	Item	1		

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IMPLEMENTATION AND COMPLIANCE WITH THE BUILDING REGULATIONS:
Carried to Summary

	CERTIFICATE OF COMPLIANCE WITH BUILDING REGULATIONS				
A	It is a condition of Contract that the Contractor provides a Certificate that the Works have been built/completed in accordance with the Building Regulations. The wording of the Certificate shall be in compliance with "Opinion of Compliance of Contractor" and " Opinion of Compliance of Sub-Contractor"	Item	1		
B	The Contractor shall co-ordinate the work of all specialist sub-contractors and specialist sub-contractors with design.	Item	1		
C	The Contractor shall co-ordinate the works of the Ancillary Certifiers.	Item	1		
D	Post Tender and prior to commencement of works on site, the Contractor shall co-ordinate the notification of inspections and records with the ER and the Ancillary Certifiers in accordance with the Inspection Notification Framework.	Item	1		
E	The form of Ancillary Completion Certificate to be used are included in the Tender Documentation.	Item	1		
F	The Contractor shall ensure that there are at all times on the site sufficient suitably qualified, experienced and competent staff to supervise all work carried out under the contract: Competency assessment Statement.	Item	1		
G	Supervision of the works shall always be the responsibility of the Contractor and where relevant, the Specialist Sub-Contractor(s).	Item	1		
H	Supervision shall be provided both on and off the site that shall instruct the Sub-Contractors tradesmen.	Item	1		
J	Undertake all work will skill and care in order to produce work fit for its intended purpose and of good quality under the direct supervision.	Item	1		

A	Sub-Contract pre-installation meetings shall be organised by the Contractor with CA/ER, Assigned Certifier, Specialist Sub-Contractor, and Manufacturers representatives. the Contractor shall keep records of all such meetings.	Item	1		
B	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 are present.	Item	1		
C	All work shall be carried out in accordance with the terms and requirements of the Works Requirements and approved submissions and samples.	Item	1		
D	The Architect or ER shall, if required, make random or periodic visits to the suppliers premises to ensure that the standards of manufacture and quality control are to their satisfaction.	Item	1		
E	It is the responsibility of the Contractor to employ competent persons to supervise the works. The inspection plan shall not in any way diminish the duty of the Contractor to properly supervise, and any defective works, whether identified during or after the contract period, remain the sole responsibility of the Contractor.	Item	1		
F	The Builder shall co-ordinate the inspections and provision of records of the Ancillary Certifiers for which he is responsible.	Item	1		
	INSPECTION PROTOCOLS				
	Co-ordination of tests, inspections and records				
G	The appointed Contractor shall meet and co-ordinate and update the Preliminary Inspection Plan with the Contractor's construction programme by agreement with the ER.	Item	1		
H	The Preliminary Inspection Plan is updated to show the agreed inspection milestones.	Item	1		

	(Cont) INSPECTION PROTOCOLS **(Cont) Co-ordination of tests, inspections and records**				
A	All elements identified in the Inspection Notification Framework to be made available for the inspection at each milestone.	Item	1		
	^^^^^Complete				
	^^^^^Not Concealed				
	^^^^^Safely Accessible				
B	The Contractor shall facilitate random inspections by the ER or Ancillary Certifiers as if such inspections were identified in the Inspection Notification Framework	Item	1		
C	The Contractor to provide in a timely manner all certificates and tests for material, products and assemblies	Item	1		
	Advance notice and time for inspections				
D	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	Item	1		
E	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.	Item	1		
	Re-Inspections/Follow-up Inspections				
F	The minimum notice required for re-inspection of items of works not complete or requiring remedial works shall be 3 working days	Item	1		
G	The ER shall without delay notify the Contractor of any incomplete work at a given milestone identified in the Inspection Notification Framework	Item	1		

	(Cont) INSPECTION PROTOCOLS **(Cont) Re-Inspections/Follow-up Inspections**				
A	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, as may be required by the ER chain of communication may lead to delays	Item	1		
B	The Contractor shall diligently ensure that any areas of non compliance are rectified and that such works are kept available for inspection again or until a record of rectifications furnished, as may be required by the ER	Item	1		
C	The Contractor shall ensure all tests and certificates for materials, components and assemblies listed in the Inspection Notification Framework are undertaken in a timely way. Any test failure shall immediately be made known to the ER/AC, the materials/works in question shall be replaced/rectified and retested undertaken prior to proceeding with subsequent work	Item	1		
D	It is the responsibility of the Contractor to co-ordinate and supervise the works and no claim for delay or cost shall arise from the requirement to re-inspect.	Item	1		
	Non-Conformance				
E	Materials and 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	Item	1		
	RECORD KEEPING				
	Builder's Progress Records				
F	The Contractor shall maintain progress records and inspection records prepared by him, prepared in accordance with the Method Statement submitted at tender as set out in this document	Item	1		

	(Cont) RECORD KEEPING **(Cont) Builder's Progress Records**				
A	The Tenderer shall include in their tender, costs for the provision of progress records as the works proceed	Item	1		
	Method of Recording				
B	Promptly provide as the works proceed a copy to the ER of all progress records and inspection records prepared by the Contractor and the Ancillary Certifiers	Item	1		
C	At completion the Contractor shall issue the ER a copy of the records prepared by the Contractor and the Ancillary Certifiers	Item	1		
D	The builder Shall also retain in his own central office all records prepared by the builder and the Ancillary Certifiers for a minimum period of 6 years	Item	1		
E	One hardcopy and/or softcopy of all records shall be issued 5 days in advance of the nominated completion date	Item	1		
F	The record should include evidence of the successful execution of the Contractor's method statement on supervision including tests, check sheets, photographs and memos. Location and date to be a format pre-agreed with the ER	Item	1		
G	Acceptance of such records shall not constitute approval or imply that their content has been examined	Item	1		

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CERTIFICATE OF COMPLIANCE WITH BUILDING REGULATIONS
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	SAFETY, HEALTH AND WELFARE LEGISLATION				
A	The Contractor shall provide for all costs in connection with his appointment as Project Supervisor for the Construction Stage (PSCS) herein; including co-operating with the Project Supervisor Design Process in the preparation and hand-over to the Client of the Safety File on Substantial Completion.	Item	1		
	The Project Supervisor for the Construction Stage (PSCS) shall be the Main Contractor appointed to carry out the Works.	noidn			
	The Contractor shall co-operate with the PSDP in the preparation of the Safety File and shall provide all relevant documentation, including all technical manuals, marked up 'as built' drawings 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 comply with his duties in respect of the safe operation of the premises under relevant statutory provisions.	noidn			
B	The Contractor shall include for a competent person to act as and carry out the duties of Project Supervisor for the duration of the Construction stage as set out in the current Safety, Health and Welfare at work (Construction) Regulations.	Item	1		
	The Contractor shall ensure that the Project Supervisor for the Construction Stage has the insurances required of the Project Supervisor for the Construction Stage under its appointment.	noidn			
	The notification of commencement of construction of the project to the HSA shall be the responsibility of the Project Supervisor for the Construction Stage - the Contractor.	noidn			

	The Project Supervisor (Construction Stage) is required to confirm in writing that they will be fully responsible for any temporary works design and construction and the completion of the entire safety file documentation for this project, notwithstanding any provisions relating to these issues under the current Safety, Health and Welfare Regulations.	noidn			
	The Project Supervisor (Construction Stage) is required to liase with the Project Supervisor (Design Stage) with regards to any temporary works design and construction.	noidn			
A	Where a tenderer is not deemed competent by the Employer to act as Project Supervisor for the Construction Stage then the tender submitted by that party shall be passed over and deemed invalid.	Note			
B	In the event of the Employer deciding to enter into a contract for the execution of the Works, the successful firm shall enter into a contract (the 'Main Contract') using the Conditions of Contract as specified elsewhere. The firm shall also enter into a Collateral Agreement to the Main Contract for the provision of the service of Project Supervisor for the Construction Stage and the performance of the duties outlined in the above mentioned Regulations in consideration of the acceptance by the Employer of the tender, or any modification thereof.	Item	1		
	SAFETY				
C	The Contractor and all his Sub-Contractors shall produce site specific Safety Statement, prior to occupying the site and commencing works. (Four copies of same to be submitted to the Safety Supervisor (Construction) and the Consulting Engineer / Architect.	Item	1		
D	The site specific Safety Statements referred to above shall pay particular attention to the hazards, risks and risk minimization measures and controls pertaining to:-	Item	1		

	(Cont) SAFETY				
A	(i) All phases of site occupation in particular the initial site occupation phase and the Building/Site hand-over phase.	Item	1		
B	(ii) Any Demolition Works.	Item	1		
C	(iii) The erection of site hoarding.	Item	1		
D	(iv) Site Traffic, vehicle queueing and construction personnel parking.	Item	1		
E	(v) Site excavations.	Item	1		
F	(vi) Existing services (power, water, gas, sewage, telephone etc.,) which run adjacent to or through the site.	Item	1		
G	(vii) The physical geography of the site, access arrangements, adjoining buildings, pedestrian, thoroughfares, public roads.	Item	1		
H	(viii) The potential impact of all works on staff, and visitors of the other members of the public and adjacent Buildings.	Item	1		
J	The Contractor and Sub-Contractors shall provide documentary evidence, prior to the commencement of work, that their site managers, engineers, foreman and chargehands have completed a construction safety management course with a recognised national agency. (Details of the Agencies competency, together with the course syllabus, duration and relevance to the Contract in question to be also provided).	Item	1		
K	The Contractor and Sub-Contractors shall submit copies of reports on all accidents and dangerous occurrences to the Architects.	Item	1		
L	The Contractor shall be responsible for securing and maintaining safety at all temporary and permanent access roads and perimeter exits, to and from the site, which may be made available to him/her for the purpose of accessing the site. This to include:-	Item	1		

	(Cont) SAFETY				
A	(i) The provision of barriers, with chain link skirting under at perimeter exits to site property - for the purpose of preventing unauthorised entry.	Item	1		
B	(ii) The provision of hazard warning signage to the boundaries of the construction site and its access roads and road exit points.	Item	1		
C	(iii) The maintenance of safe pedestrian and vehicular access, as required, across all temporary access roads assigned to the Contractor.	Item	1		
D	(iv) The provision of adequate illumination and traffic control arrangements.	Item	1		
E	All works undertaken outside construction site boundaries, is to be notified to the ER in reasonable time to enable him to issue instructions accordingly.	Item	1		
F	The Contractor shall ensure that the construction site is enclosed by a secure hoarding minimum height 1.8m. The hoarding shall be supported in position by timber or steel posts, of adequate strength, set in concrete.	Item	1		
G	The Contractor shall ensure that any access roads and thoroughfares used in connection with any phase of the works shall be kept free of debris, mud and stones on a daily cleaning programme. Any damage incurred to access roads, grassed areas and thoroughfares shall be repaired at the end of each working day.	Item	1		
H	Any chemicals, oils or fuels stored or dispensed on site in conjunction with the works shall be undertaken within/or upon a bunded platform or compound, which is designed so as to prevent leakage to the ground or ground water of any potential contaminant.	Item	1		

	(Cont) SAFETY				
A	Any excavations external to the construction site shall be protected by secure physical barriers incorporating reflectorized panels. No excavation shall be left unattended unless covered and illuminated.	Item	1		
	SAFETY FILE				
B	SAFETY FILE: The Safety File will contain but shall not be restricted to the following:	Item	1		
	1.^^Summary document detailing main features of building and structure and specific safety aspects all referred to detailed specification drawings O & M files etc.				
	2.^^The most recent revisions of construction drawings of the structure or structures.				
	3.^^Specifications detailing methods of construction.				
	4.^^Specifications detailing fire safety features.				
	5.^^As built drawings showing services in the structures including wiring, plumbing, gas etc.				
	6.^^As built drawings showing the layout of services outside the structures including wiring, plumbing, gas etc.				
	7.^^Any information available on materials used which are known to be hazardous.				
	8.^^Instructions for routine maintenance especially where it may require particular safety measures.				
	9.^^Maintenance manuals for all plant and equipment installed.				
	10.^Names and addresses of suppliers of various important elements in structures (such as windows, balconies, handrails, fire alarm etc.)				

	(Cont) SAFETY FILE				
	Provide adequate protective clothing and safety equipment for the representatives of the Employer and Consultants. These shall include, but are not limited to, the following:				
	1.^6 sets of good quality, waterproof, coats and pants. These shall not contain advertising names.				
	2.^6 pairs of waterproof boots of a safety type.				
	3.^6 safety helmets.				
	4.^use of safety harness, gas protector, emergency breathing apparatus as required for inspection purposes.				
	Provide and maintain a supply of twelve safety helmets for visitors.				
	PROTECTION				
A	(a) Protect all Employers property adjacent to the Works but outside the Site of Possession.	Item	1		
B	(b) Protect existing boundary walls, railings, entrances, power lines and other features which are to remain in place during the execution of the works.	Item	1		
C	(c) Protect from damage all trees, shrubs and hedges not being removed. Under no circumstances are heavy items of plant to drive over of be placed upon the rootbowls of trees that are to be preserved and extreme care must be taken to ensure that no oil or diesel spills occur in such areas.	Item	1		
D	(d) The cost of making good any damage will be retained out of monies due on foot of the Contract.	Item	1		

	SAFETY, HEALTH AND WELFARE OF WORKPEOPLE:				
A	Provide for all costs, incurred by complying with all safety, health and welfare regulations, appertaining to all work people (including those employed by the nominated sub-contractor) employed on the site. Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.	Item	1		

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SAFETY, HEALTH AND WELFARE LEGISLATION
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	CONTRACTORS DOCUMENTS				
	CRITICAL PATH PROGRAMMING				
A	The Contractor shall submit a Detailed Programme to the ER, within 10 days of his receipt of the order to commence, setting out a building programme forecast. Each trade operation and sub-contract, including any Specialists, shall be shown on the Programme in Building / Installation sequence and the dates on which they are to start and finish are to be indicated. The Contractor shall allow for reviewing, updating and re-issuing the Detailed Programme as and when required by the Architect. The actual progress made by each trade operation and sub-contract, including any Specialists, shall be shown against the planned progress. The Detailed Programme shall indicate the identified critical path including the placement of orders for materials on special or long delivery. The Contractor shall submit weekly records of the resources on site (labour, materials etc) to the ER.	Item	1		
	COMMISSIONING AND RECORDS				
	Commissioning and Records system.				
B	The Contractor shall develop for each element and sub-contractor a system of commissioning and furnishing records. This system shall be subject to the approval of the Employers Representative.	Item	1		
C	The individual commissioning and record requirements shall be based on the relevant IS and/or BS standard specifications and the information contained in the Preambles and Specification for this Contract.	Item	1		
D	The Contractors plan for commissioning and records shall be agreed prior to commencement of the particular section of the Works involved. The plan shall fully describe the methods, resources and documentation for the implementation of the commissioning and records. The plan shall include provision and procedures under the following headings:	Item	1		

	(Cont) COMMISSIONING AND RECORDS				
	1.^^Method Statement.				
	2.^^Progress, Review and Control System.				
	3.^^Schedule of Documentation				
A	The Contractor shall provide for complying with the full requirements of commissioning and furnishing records as set out in this section and as fully detailed in the Preambles and Specification.	Item	1		
	METHOD STATEMENT				
B	The Contractor shall allocate a named member of his staff the responsibility for agreeing the Method Statement for each item to be commissioned and records to be provided and include for managing the work of the various sub-contractors involved. Include for review and agreement between all parties to the final satisfaction of the Employers Representative.	Item	1		
C	The Method Statement provided shall detail all aspects of technique, resources, setting to work, instructing the Employer's personnel, special instruments etc.	Item	1		
	PROGRESS REVIEW AND CONTROL SYSTEM				
D	The Method Statement shall be periodically and systematically reviewed by the Contractor to ensure it's success. The Employers Representative shall be informed of discussions on progress by copy of relevant minutes of meetings, correspondence, etc.	Item	1		

	PROGRAMME OF OPERATIONS				
A	The Contractor will, on his tender being accepted submit without delay a properly prepared construction programme in a form to be approved by the Employer's Representative. The programme must clearly and explicitly set forth the sequence of all operations (including those of sub-contractors) and the time limits within which the Contractor proposes that each operation shall be commenced and completed. Upon production of the programme, the Contractor shall distribute copies of the programme to all members of the design team.	Item	1		
B	The Contractor must keep the construction programme up to date and make copies available to all members of the design team immediately prior to the site meetings. The programme must include, inter alia, actual activity durations against estimated durations together with particulars of labour, materials, plant resources and the like. Copies of the programme must be displayed in the various site offices.	Item	1		
	SAFETY STATEMENT				
C	The Contractor, in accordance with Safety, Health and Welfare at Work Act 1989, is required to submit with his tender a copy of the company's Safety Statement.	Item	1		
	REPORTS				
	Special Reporting Requirements				
	The Contractor shall submit progress report monthly in the approved format throughout the duration of the Contract incorporating, but not limited the following information:				
	^^^detailed description of progress of each stage of the Works against the Contractor's current programme				
	^^^gantt chart depicting the progress of work plotted against the approved work programme with detailed breakdown showing all relevant trades and the critical path				

	(Cont) REPORTS				
	^^^look-ahead list of works anticipated to be carried out between site meetings				
	^^^6 progress photographs taken from approved locations				
	^^^summary of Requests of Information issued and status				
	^^^summary of Requests of Inspection issued and status				
	^^^summary of samples submission and status				
	^^^summary of Tests to be carried out and status				
	^^^financial review plotted against the approved cashflow projection				
	^^^health & safety report				
	^^^updated work programme for approval (if any)				
	^^^updated updated cashflow for approval (if any)				
	^^^anything else relevant to a progress report that the Employer's Representative directs.				
	MONTHLY CASHFLOW PROJECTIONS				
A	The Contractor will be required to prepare monthly cashflow projections with each payment request. The Contractor will be required to submit confirmation with each payment request that all Sub-Contractors are paid in accordance with the Construction Contracts Act 2013.	Item	1		
	QUALITY ASSURANCE AND TESTING				
B	The Contractor shall establish a quality control system and implement an approved quality assurance procedures to ensure and demonstrate that all materials, works items and the completed Works conform to the Works Requirements	Item	1		

	(Cont) QUALITY ASSURANCE AND TESTING				
	Testing of the works				
	Standard Tests				
A	The Contractor shall carry out all standard tests of concrete, blockwork, mortar, steelwork and other materials and all other tests described as set out in the Specifications or as the Engineer may direct.	Item	1		
B	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. The Contractor shall also bear the cost of forming concrete test cubes and transporting the cubes for testing.	Item	1		
C	Allow for testing the whole of the works over the duration of the Contract and clean down and leave prefect on completion.	Item	1		
D	Any tests that are proposed by the Contractor as a result of failure to comply with the requirements of the specification shall be at the Contractor's expense. The Contractor shall be responsible for any consequential costs and delays.	Item	1		
	CLOSING UP CERTIFICATES				
E	The Contractor shall allow for closing up certificate for all ceilings to be signed off by the Contractor, all specialists and named representative, etc. confirming all above ceiling installations are in place and checked/commission prior to installation of ceilings	Item	1		
	SCHEDULE OF DOCUMENTATION				
F	The Contractor shall maintain records of commissioning and ensure all sub-contractors, manufacturers, suppliers and independent inspecting authorities do likewise. Documentation shall include:	Item	1		
	1.^^Evidence of satisfactory "setting-to-work" and "regulating" of the particular element of the installation.ß				

	(Cont) QUALITY ASSURANCE AND TESTING **(Cont) SCHEDULE OF DOCUMENTATION** 2.^^Instructing the Employer's nominated personnel in the correct and most efficient operation of the element or item of the installation for a minimum period of four weeks.ß 3.^^Comprehensive operating maintenance documentation, three sets. 4.^^Framed diagrams of "as fixed" plant and equipment framed and covered with glass and wall mounted in the appropriate plantroom. Additional copies of the schedule to be provided for Employer's reference. A triplicate set of as-built record drawings. Selected drawings shall be mounted on hardboard and sealed.ß 5.^^Recommended list of spare parts, priced, and advise of storage conditions. Copies of the tests carried out under the Quality Assurance system.ß The Contractor shall ensure, as far as possible that the commissioning and records are fully available at the date of certification of Substantial Completion by the Employers Representative, but no later than six weeks after that date. **HANDOVER PACKAGE**				
A	The Contractor shall provide the following information on the building and other works to the Employers Representative; 1.^^Two prints of "As Built" drawings. 2.^^Certificates from mechanical and electrical contractors confirming that their installations conform with regulations and codes of practice.ß 3.^^Electricity Board test certificates. 4.^^Operation and Maintenance manuals for service installations.	Item	1		

	(Cont) QUALITY ASSURANCE AND TESTING **(Cont) HANDOVER PACKAGE**				
	5.^^Property log book (two copies) comprising details of major materials and components with the addresses and telephone numbers of the manufacturer or supplier together with the maintenance instructions. The major components shall include but not be restricted to the following:				
	^^^^5.1 Colour schedules				
	^^^^5.2 Fittings				
	^^^^5.3 Floor, wall and ceiling finishes				
	6.^^Keys; all keys to be labelled and to be provided in triplicate.ß				
	7.^^Certification that the building complies with Building Regulations.				
A	The Contractor shall ensure, that the handover package is fully available at the date of certification of Substantial Completion by the Employers Representative.	Item	1		
	AS BUILT DRAWINGS				
B	At Practical Completion, the Contractor is responsible for furnishing the Architect with three complete sets of fully annotated as built drawings - Refer below	Item	1		
C	All site services and invert and cover levels. All electrical services. All mechanical services. Structural drawings. Architectural drawings.	Item	1		
D	The Contractor shall produce 'As Built' Drawings in AutoCAD for inclusion in the Digital Safety file. The Conractor must provide all of the 'As Built' drawings within 10 working days from Practical Completion.	Item	1		

	(Cont) QUALITY ASSURANCE AND TESTING				
	CONTRACTORS MONTHLY INTERIM COMPLIANCE CERTIFICATE				
A	The Contractor's monthly interim compliance certificate is to be supplied with each interim payment claim, in conjection with Clause 35 of the Contract. Certificates which do not state compliance with the Building Regulations will be rejected. The wording of the Contractor's Interim Compliance Certificate shall be that set out in the Architect's Specification.	Item	1		
B					

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CONTRACTORS DOCUMENTS
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	BUILDING ENERGY RATING CERTIFICATE				
A	The contractor shall produce a valid final BER Certificate at the project handover. This BER Certificate will be produced by an independant Non Domestic BER Assessor who is registered with the SEAI on th Non Domestic register of energy assessors.The contractor is to make available all information , specifications and drawings to the assessor to enable them perform their duties. All as-built drawings, technical data sheets, and applicable calculations are to be given to the assessor.As a minimum the final BER is to achieve the same rating as the provisional certificate unless a reduction is agreed with the design team in writing . The BER assessor is to provide the Design Team with the BER Calculation files in order to validate the rating provided .	Item	1		

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BUILDING ENERGY RATING CERTIFICATE
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	FREEDOM OF INFORMATION				
	(i) The Client proposes that the following information relating to this tender competition will be made available on request under the Freedom of Information Act 1997:				
A	^^^(a) The name of the Contractor who is awarded the contract, and the total amount of the tender.	Item	1		
B	^^^(b) To the unsuccessful tenderers the reasons why their tender was rejected.	Item	1		
C	(ii) The Client undertakes to hold confidential, any information provided by in this tender subject to :	Item	1		
D	^^^(a) disclosure of the information specified at (i) above as liable for release to the public,	Item	1		
E	^^^(b) their obligations under law, including the Freedom of Information Act, which came into force on 21st April, 1998,	Item	1		
F	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. it will consult with you about sensitive information before making a decision on any Freedom of Information request received.	Item	1		
G	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.	Item	1		

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FREEDOM OF INFORMATION
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	BUILDING CONTROL (AMENDMENT) REGULATIONS				
A	The project shall be carried out in Compliance with Building Control (Ammendment) Regulations 2014 (SI no 9 of 2014). The requirements of compliance is set out in Appendix 3, and the contractor is to include here for all costs associated with same.	Item	1		

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BUILDING CONTROL (AMENDMENT) REGULATIONS
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	CONTRACT REQUIREMENTS				
A	The Contractor is to fully satisfy himself as to the requirements of the current "Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer PW CF5 v 2.4". No claim for additional re-numeration will be entertained due to lack of knowledge or not having properly investigated the requirements of the contract. Any costs associated with the requirements of the contract not already covered by the preliminaries described above should be included here.	Item	1		

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