PRELIMINARIES CLAUSES
PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

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

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

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(not used)

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PRELIMINARIES CLAUSES
PUBLIC WORKS CONTRACT

SHORT PUBLIC WORKS CONTRACT (PW-CF6)

PRELIMINARIES

1. Preliminary Particulars

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

1.1 Project, parties and consultants

1.1a Name of project

Universal Access Works Entrance & Public Counter works at Ferbane Garda Station Co Offaly

Nature of project

Universal Access Works Entrance & Public Counter

Location of project

Main Street, Ferbane, County Offaly, R42 RP70

1.1b General description of the Works

The Works consist of

Works consist of a new accessible entrance door, new universal access public counter along with associated works to existing electrical lighting and fire alarm.

1.1c Names and addresses of Employer and Consultants

The Employer	The Commissioners of Public Works in Ireland
Employer's Representative	Refer to Schedule
Architect	Anita Morrissey OPW
Assigned Certifier	Anita Morrissey OPW
Quantity Surveyor	-
Structural Engineer	Malachi Cullen Consulting Engineers Ltd.
Services Engineer	John Doyle OPW
Other consultants	
The Employer may appoint others to the Design Team from time to time	

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

1.2a The boundaries of the site are

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

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

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

1.2c Adjacent or abutting buildings

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

1.2d Existing services on, under or over the site

Services known to exist are

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

1.2e Visiting the site

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

1.3 Drawings and other documents

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

The following drawings and documents were issued to Tenderers

Refer to the Schedule

1.3b Drawings and documents not forming part of the Contract

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

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

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

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

Not applicable

2. Contract

2.1 Form, type and Conditions of Contract

2.1a Form of Contract

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

2.1b Clause headings

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

1. **This Contract**
2. **The Site, starting and completing the Works**
3. **The Works**
4. **The Price and payment**
5. **Representations and communications**
6. **Contractor's Personnel**
7. **Pay and condition of employment of workers**
8. **Loss of and damage to the Works**
9. **Indemnity for claims and damage**
10. **Insurance**
11. **Property**
12. **Termination**
13. **Ethics in Public Office**
14. **Project Supervisor for the Construction Stage**
15. **Law, jurisdiction and disputes**
16. **Covid-19 Mandatory Closure**
17. **Limit on Liability**
18. **Price Variation**

1. Contract

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

Clause 1.1: Employer's Representative
Clause 1.1: Time for Completion
Clause 1.3: Other documents in the contract
Clause 2.6: Rate of liquidated damages
Clause 2.8: Weather station
Clause 3.15: Defects Certificate issued

Clause 4.1: Interim payment
Clause 4.1: Percentage of price to be paid after Employer certifies the Works are substantially complete
Clause 4.2: Time for payment
Clause 10.3: Minimum indemnity limit for public liability insurance
Clause 10.3: Minimum indemnity limit for employer's liability insurance
Clause 10.4: Maximum levels of excess
Clause 12.3: Percentage of the unpaid portion of the Price to be paid if Employer terminates, Clause 12.2 does not apply, and Employer appoints another Contractor within 12 months
Clause 14: Project Supervisor (for the Construction Stage)
Clause 15.2: Body to appoint conciliator, if not agreed
Clause 15.3: Person to appoint adjudicator, if not agreed

2.2 Contractor's liability

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

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

2.2b Requirement of Contractor to effect insurance

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

2.3 (not used)

2.4 Local Authority Fees and Charges

2.4a Consents, notices, fees and charges

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

2.5 Obligations and restrictions imposed by the Employer

2.5a Access to and possession or use of the site

The Contractor shall consult the convenience of anybody who may be affected by the work with regard to the approaches to be used, suitable times for making deliveries and all other matters affecting them.
Parking of Contractor's and operatives' cars and other vehicles will be at the discretion of the Contractor and any expense of same will be borne by the Contractor.

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

None

2.5b Limitations of working space

The Contractor is to confine operations to within the site.

Specific requirements in relation to limitations of working space:

None

2.5c Limitations of working hours

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

Specific requirements in relation to limitations of working hours:

None

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

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

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

None

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

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

None listed

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

None listed

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

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

Specific requirements in relation to hoardings:

None

The Contractor shall provide suitable secure hoardings and maintain them in a safe and proper manner. The Contractor shall erect information signage to outer perimeter to inform public of the works, design to be provided by the Architect. No other name-board(s) may be displayed on the site without the consent of the Employer who shall have absolute control and discretion as to size, specification and location, etc.

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

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

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

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

The Contractor shall formulate a contingency plan to ensure an immediate emergency response by the relevant bodies in the event that any services are damaged. The contingency plan must be approved in advance by the Employer's Representative and will include the names and contact numbers to effect immediate responses to restore and maintain services.

The Contractor will advise the relevant bodies, in advance of commencing excavation or opening up work, of the dates on which such service may be at risk. Where deemed necessary the Services Engineer, a representative of the relevant authority or an emergency crew as appropriate will be in attendance where any particular service is at risk.

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

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

Not applicable

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

Not applicable

2.5i Maintenance of specific temperature and humidity levels

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

Specific requirements in relation to temperature and humidity levels:

None

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

The Contractor shall provide suitable separate sanitary convenience for the Employer's Personnel in an appropriate place on the site and to the approval of the Employer's Representative. This shall be

maintained by the Contractor at all times in a clean and hygienic condition and removed on completion of the Works, the site being made good and deodorised.

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

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

Other accommodation required:

None

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

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

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

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

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

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

2.5n Quality Assurance Procedures

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

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

Specific requirements in relation to samples and/or tests:

None

2.5o Security Clearance

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

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

Specific requirements in relation to security clearance:

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

2.5p Building Control Act

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

2.5q Performance Bond

A Performance Bond **is not** required

If neither is deleted, this should be read as a performance bond <u>is not</u> required

If a performance bond is required, the Contractor shall, before the Starting Date, give the Employer a performance bond in the form provided with the Invitation to Tender or, if there is none, in a form approved by the Employer. The performance bond shall be executed by the Contractor and by a surety approved by the Employer.
The amount of the performance bond (if required) shall be ……% *(if not stated 12.5%)* of the initial Contract Sum (including VAT) up to certification of Substantial Completion of the Works, and ……% *(if not stated 6.25%)* of the initial Contract Sum (including VAT) for the subsequent period stated in the form of bond in the documents in the contract. (*If not stated, 15 months after Substantial Completion).*
Note: The amount for Bond (if required) is to be identified separately in the submitted tender.

2.5r Any other obligations or restrictions imposed by the Employer

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

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

3.1 Work to be carried out by Specialist Work Contractors

(not used)

3.2 (not used)

3.3 <u>Work by Utility Providers</u>

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

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

3.4 <u>Work by others Engaged Directly by the Employer</u>

3.4a Others directly engaged by the Employer

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

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

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

Facilitate taking delivery of and temporary storage of all the above goods and /or materials (referred to in previous item) within the confines of the site. Allow use of welfare facilities. Provide for any additional insurance premium that may be required in connection with the foregoing works by others engaged directly by the Employer.

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

None

4. General facilities and obligations

4a Supervision and co-ordination of the Works

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

4b Plant, tools and vehicles

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

4c Scaffolding

The Contractor shall bring to site, erect and remove on completion all scaffolding required for the Works.
The Contractor shall adjust and maintain all scaffolding on site for the duration of the works.

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

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

4e Security

The Contractor shall provide for safeguarding the Works, materials and plant against damage and theft including providing all necessary watching and lighting for the security of the Works and the protection of the public, in accordance with all statutory requirements.

Specific requirements in relation to security

None

4f Provision of clearly identifiable site perimeters and surroundings

The Contractor shall provide clearly identifiable site perimeters and surroundings.

4g Provisions for protection of the public from site operations and arrangements for protection of third parties and visitors to the site in accordance with all statutory requirements

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

4h Transport for work people

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

4i Protecting the Works from inclement weather

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

4j Water for the Works

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

4k Temporary lighting and power for the Works

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

4l Temporary roads, hardstandings, crossing and similar items

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

4m Temporary accommodation for the use of the Contractor

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

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

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

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

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

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

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

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

4p Traffic Regulations

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

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

4q Welfare facilities for work people

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

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

4r Safety, Health and Welfare at Work provisions

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

The Contractor shall provide for the following

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

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

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

4s Disbursements arising from the employment of workpeople

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

4t Maintenance of public and private roads

The Contractor shall record the condition of any public or private roads and footpaths adjacent to the site insofar as affected by the Works.
The Contractor shall repair and make good any of these roads and footpaths damaged as a result of the works.

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

The Contractor shall from time to time as it accumulates remove any rubbish, protective casings and coverings and the like, and on completion of the works remove all plant, surplus materials and rubbish from the premises and shall leave the premises in a clean and proper state throughout with floors and windows clean and with eaves, gutters and downpipes clear.
Skips shall be properly protected against wind dispersal of materials and be clearly marked to avoid creation of a hazard either by day or night. They shall be removed and replaced whenever filled.

4v Compliance with waste management statutory requirements

The Contractor shall include for complying with all waste management statutory requirements and shall include for all levies and charges in connection therewith.
Prior to commencement on site, the Contractor shall submit a Waste Management Plan for removal, disposal and management of all waste arising from demolitions (if any), for the written approval of the Employer's Representative.
Such plan shall include, inter alia: list of wastes and quantities likely to arise as a result of the demolition works, into the following categories: (1) Non-hazardous, non re-usable wastes, (2) Hazardous wastes, including asbestos, (3) Non-hazardous, recyclable / re-usable waste.
The Contractor shall supply the following
(a) Details, including name and address of all proposed waste removal contractors, including a copy of each contractor's waste collection permit
(b) Details (address) of disposal / recovery locations, authorised in accordance with the Waste Management Acts
(c) A method statement for the removal and disposal of asbestos-containing materials, if any.

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

4w Drying the Works

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

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

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

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

The Contractor shall comply with all statutory obligations in relation to the control of noise and pollution.

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

4z Protection of the Works

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

4aa Any other general facilities and obligations

General Clean:
All areas used by the contractor as a work compound and or access are to be made good on completion of the works, all to the satisfaction of the Architect.
On completion the contractor is to insure that the works are completely cleaned including the windows internally and externally, all to the satisfaction of the Architect.

4ab Covid-19 Required Site Control Measures

Covid 19: Required Site Control Measures

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

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

4ac Covid-19 Mandatory Closure

Covid 19 Mandatory Closure

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

4ad Generally

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

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