Unit A6, M4 Business Park, Maynooth Road, Celbridge, Co. Kildare, W23 VFY7 (Tel: 01-6274103)

RATOATH JUNIOR NATIONAL SCHOOL,
FAIRYHOUSE ROAD,
RATOATH,
CO. MEATH,
DUBLIN 15.
A85 P262.

ROLL NUMBER: 00885T

'VOLUME A1'
OF THE
WORKS SPECIFICATION

GENERAL CONTRACT CONDITIONS AND PRELIMINARIES FOR THE WORKS

TENDER ISSUE (T1)

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T1	**24.09.26**	**Robert Whyte**		**Mark Gormley**	

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1. PARTIES AND DEFINITIONS

In construing the General Contract conditions, Specification and Contract Agreement the following words shall have the meanings herein assigned to them, except where the context or subject otherwise requires.

'THE EMPLOYER'

Ratoath Senior National School,
Fairyhouse Road,
Ratoath,
Co. Meath,
A85 P296.
Tel: 01-8256639
Contact: Mrs. Meabh Madden

'THE BUILDING/AREA'

Ratoath Senior National School,
Fairyhouse Road,
Ratoath,
Co. Meath,
A85 P296.

'CONSULTING ENGINEER AND EMPLOYER'S REPRESENTATIVE'

Galileo Energy Services,
Unit A6, M4 Business Park,
Celbridge, Co. Kildare.
W23 VFY7
Tel: 01-6274103
Mob: 085-8071429
Email: robert@galileoenergy.ie
Contact: Mr. Robert Whyte

'PROJECT SUPERVISOR DESIGN PROCESS (PSDP)'

Galileo Energy Services,
Unit A6, M4 Business Park,
Celbridge, Co. Kildare.
W23 VFY7
Tel: 01-6274103
Email: gerd@galileoenergy.ie
Contact: Mr. Gerd Benndorf

'PROJECT SUPERVISOR CONSTRUCTION STAGE (PSCS)'

The PSCS for the project shall be the successful Tendering Contractor.

'THE CONTRACTOR'

The person who having submitted a tender for the work covered by this specification shall have been appointed by the Employer to carry out the works.

The term shall be held to extend and include his or their executors and administrators.

'THE CONTRACT'

The Agreement to be entered into between the Employer and the Contractor. The Contract shall include the Specification, the Tender, and any Drawings, Schedules or Documents that may be named in the Contract or subsequently issued in accordance with the Specification.

'THE SPECIFICATION'

The document or documents specifying or describing the materials to be supplied and fixed, and the work to be executed under the Contract.

'THE SITE'

The actual place or places to which plant is to be delivered or where the work is to be done by the Contractor, together with so much of the area surrounding the said place or places as the Contractor shall, with the written consent of the Employer's Representative, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.

'PLANT, WORK, WORKS, OR REQUIRED WORKS'

Plant and materials to be supplied and fixed and work to be done by the Contractor under the Contract.

'APPROVED'

Approved by the Employer's Representative in writing.

'TEST ON COMPLETION'

Such tests as are prescribed by the Specification to be made by the Contractor before the Plant is taken over by the Employer.

'THE ORDER'

The written instructions of the Employer to the Contractor to carry out the works.

'THE SCHEDULE OF RATES'

The rates in the Bill of Quantities or other Documents supplied by the Contractor with his tender.

'MONTH'

A calendar month.

'WEEK'

A period of seven consecutive days.

'WRITING'

Any manuscript, typewritten or printed statement, under or over signature or seal as the case may be. Words importing the singular only shall include the plural and vice-versa where the context requires.

2. TENDER DOCUMENTS

The following shall be deemed to form the contract documents:

a) This specification
b) The drawings as listed in the schedule of drawings.
c) The form of tender

Please note the following:

- Tender Documents will be issued in PDF format.
- The onus rests with the Tenderer to check the completeness of the documents downloaded or emailed or issued. Where such downloads are incomplete or illegible, the Tenderer must notify the party issuing the documentation immediately.
- Tender Returns must be submitted electronically through the Etenders website. Tender returns that are posted, faxed or e-mailed directly to the Client of Galileo Energy Services before the tender return timeline will not be accepted.

3. SCHEDULE OF DRAWINGS

Refer to the Document Issue Register for schedule of all tender documents.

4. NAME OF WORKS

The works shall be known as 'Electrical works to the Ratoath Junior National School'.

5. LOCATION

Ratoath Junior National School,
Fairyhouse Road,
Ratoath,
Co. Meath,
A85 P296.

6. DESCRIPTION OF SITE AND BUILDING

Ratoath Junior National School (JNS) is a national school building located in Ratoath, Co. Meath. Ratoath Junior National School shares a campus with another national school, Ratoath Senior National School (SNS). This project entails works in decommissioning and replacing the existing electrical installation throughout Ratoath Junior National School. Refer to the drawings for further information on the works to be carried out.

The scope of the works will be as follows:

- Decommissioning and removal from site of the existing electrical boards throughout the building (apart from the cooker board installed in 2026). The existing electrical boards shall be replaced with new electrical boards.
- Upgrade the existing ESB supply so that the Junior school has its own ESB meter and ESB supply. Separating the ESB supply from the Junior School and the Senior School so that each building has its own independent ESB supply.
- Decommissioning and replacing of the existing power & general services installation throughout the building and installation of a new power & general installation throughout the building apart from the ASD Area which shall retain the power and general fittings and be re-wired back to a new sub-distribution board located in the store in the ASD area.
- Decommissioning and replacing of the existing general lighting installation throughout the building and installation of a new general lighting installation with lighting controls throughout the building apart from the ASD Area which shall retain the light fittings and be re-wired back to a new sub-distribution board located in the store in the ASD area.
- Decommissioning and replacing of the existing emergency lighting installation throughout the building and installation of a new emergency

lighting installation that shall be compliant with I.S. 3217:2023 throughout the building.

- Decommissioning and replacing of the existing fire alarm installation throughout the building and installation of a new fire alarm installation that shall be compliant with I.S. 3218:2024 throughout the building.
- Supply and installation of a new cable carrier system throughout the school building to cater for the proposed new electrical wiring to be installed.
- The existing ICT system installation, intruder alarm system installation and CCTV system installation shall be retained throughout the school building.
- All electrical works as highlighted on the drawings and the specifications.
- Thorough cleaning of the building once all works are completed so that the building is clean and tidy for re-opening on the building.
- All associated preliminaries for the project.
- All associated decommissioning works.
- All builders' works associated with the above. See 'Builders Work Schedule' in 'Volume C1 – Pricing Schedule' for further details.
- Acting as Project Supervisor Construction Stage for the project.
- Carrying out all works in compliance with current health and safety regulations.
- Any other works associated with the works as identified on the drawings and the specifications.

The Contractor shall be deemed to have carried out a site visit prior to the completion of his tender and ensure that all factors, site conditions and items are taken account of necessary to complete the installation and to leave same in a complete working condition to the satisfaction of the Employer's Representative.

No extras or variations shall be allowed for additional work that could have been ascertained by visiting the site.

Applicants interested in visiting the building will need to contact Ratoath Junior National School at 01-8256639 to arrange an appropriate appointment to visit the site during the tender period. Do not visit the School without prior arrangement with the School.

7. SCOPE OF CONTRACT

It is the intention of this specification to provide for all work and materials necessary for the completion, setting to work and testing of the installation outlined in this specification and for the supply and erection of all necessary or usual accessories for such an installation, whether such work, materials or accessories shall have been individually itemised or not and also to provide for the maintenance of the installation for **twelve months after completion.**

The successful Contractor shall execute all mechanical, electrical and builders' work pertaining to this project.

8. CONDITIONS OF CONTRACT AND ARTICLES OF AGREEMENT

The appropriate Form of Contract for the construction project is the Short Public Works Contract (PW-CF6 v1.14) and Tender and Schedule for Short Public Works Contract (FTS6 v1.6) as issued by the Department of Finance.

Refer to the schedules to the rear of this document for details.

Refer to PW-CF6-v1.14-19-07-2023.pdf (constructionprocurement.gov.ie) for a copy of the Form of Contract. The Contractor shall download a copy of this form of contract and refer to it for this contract.

9. AWARD OF CONTRACT

The Employer shall not be bound to accept the lowest or any other tender. In the event of the Employer deciding to accept a tender, the Contract shall be awarded on the award criterion of lowest price only. Tenders will be assessed according to this criterion.

Tenderers shall be requested to submit a completed 'Declaration of Suitability for Contractors for Small Works' document with their tender submissions. Its purpose is to simplify the tender process for Small Works and reduce the cost of tendering.

Tenderers should note that before appointment, the apparently successful tenderer will be required to produce (within 7 calendar days) evidence of compliance with all sections of this declaration.

If the apparently successful tenderer cannot produce satisfactory evidence for all of the above within the required time period, his tender will be excluded and the tender of the next lowest tenderer will be considered.

Tender prices shall include for all labour and materials required for the execution of the works and shall include for all costs in connection with, such as freight and transport, insurance of goods and persons, taxes, duties and other such charges current at the date of submission of tender and for all charges arising from statutory legislation effecting the cost of labour.

The responsibilities regarding knowledge of the operation or amount of any of these charges shall lie with the tenderers and no allowance shall be made for them after submission of tender. The tender must comply fully with all the conditions set out in the contract documents and the services drawings as listed.

Quoted time for delivery of materials on site and time of completion of contract, together with the extent to which the materials are suitable for their purpose and otherwise acceptable as to performance will be taken into consideration in relation to acceptance of tender.

10. FORM OF TENDER

The Contractor will pay particular attention to the proper completion of the Pricing Schedule and Form of Tender. Completion of the Pricing Schedule must be as per the item numbers listed and should note that any section heading may apply to one or more of the items listed in the Summary of Prices.

The Contractor shall include in his tender under additional headings if necessary, and irrespective of the items indicated for all work specified or implied by the drawings or specification.

The tenderer shall be deemed to have full knowledge of the Specification and Drawings supplied to him and to have made himself fully acquainted with all requirements and to have obtained clarification on any matter or detail, which may be obscure to him.

Should any matter arise which in the opinion of the tenderer is obscure, he shall submit the details for clarification in writing to the Employer's Representative Engineer within 7 days of expiration of the tender period. The Employer's Representative shall circulate a reply to all Tenderers before the tender period expires.

The tender price is to be based on the works being carried out at rates of pay during working hours and under conditions of labour not less favourable than those established for the trade or industry in the district where the works are to be carried lout.

Any non-productive time associated with the recruitment of additional staff by the Contractor during the execution of the contract shall be deemed to be included in the tender price.

11. PROGRAMME AND ORDER OF WORKS

General:

Immediately on receipt of notification of intention to appoint him, the Contractor shall arrange to confer with the Employer's Representative and Employer to assist them in finalising the programme for the works. The Contractor shall be deemed to have included for all normal and out of hours works required for satisfactory completion of the program. No extras will be allowed for lack of planning or knowledge required.

The proposed and anticipated timescale for the project is as follows:

- Anticipated Project Start Date: *Monday 1st February 2027*
- Anticipated Project Completion Date: *Friday 20th August 2027*

It will be a condition of appointment that the Contractor can meet this programme.

It is proposed that discussions on programme will be held between all parties prior to any works commencing to agree an overall programme and timescales.

The Contractor shall take this into consideration when tendering this project for all out-of-normal working hours and all costs associated with it included within their tender.

Each tendering contractor should allow fully with his tender price for sufficient resources for the safe execution of the contract for the anticipated programme as outlined above.

The project is programmed to be completed within a short timeframe and the Contractor must allow for the necessary resources to complete the works within this timeframe.

The Contractor shall be responsible to resource the project so that all works as identified on the tender drawings and specifications are completed in a safe and satisfactory manner before the proposed completion date.

In any event, the Contractor must allow for sufficient resources to complete all the works identified for the project and hand over to the client before the dates highlighted.

No additional cost will be paid for overtime working. The Contractor's Tender is deemed to include for the cost of all necessary overtime, attendances and all other expenses that may be necessary to execute and complete the works within the Contract Period.

12. INSTALLATION AND SETTING OUT OF WORKS

The Contractor shall set out the whole of the works and be responsible for the correctness of the positions, levels and dimensions of the several works.

All openings, plinths, bases and holes to be cut in the structure shall be positioned and marked by the Contractor.

The tender drawings are diagrammatic only and the Contractor shall allow for a practical installation allowing for the setting around obstructions and other minor modifications which may or may not be apparent from the Architectural, Engineering, Structural, or services drawings.

The exact courses and positions of all pipes, ducts, flues, cabling, conduit, trunking etc. and other items of equipment shall be duly laid out and marked on the job by

the Contractor and approved before execution as the best possible course and position, having regard to all considerations including temperature and the proximity to other services plant.

The Contractor shall make good any incorrectly set out works and shall be liable for costs of making good any work incorrectly carried out. The Contractor shall furnish all materials, labour and instruments necessary to enable the setting out to be checked.

13. CONFLICT BETWEEN DRAWINGS AND SPECIFICATION

In the event of there being a conflict between drawings and specification, the tenderer shall obtain clarification before submitting his tender. Failure to do so will be deemed to imply that the most onerous requirements have been included for.

14. MATERIALS AND WORKMANSHIP

All materials used in the works shall be fit for the use for which they are intended and for the conditions in which they are to be used in and includes materials which:

a) Bear a CE mark in accordance with the provisions of the Construction Products Directive (89/106/EEC)

b) Comply with an appropriate harmonized standard, European technical approval or national technical specification as defined in article 4(2) of the Construction Products Directive (89/106/EEC)
c) Comply with an appropriate Irish Standard or Irish Agreement Board Certificate or with an alternative national technical specification of any member state of the European community, which provides in use an equivalent level of safety and suitability.

The installation shall be carried out and maintained in the best and most substantial and workmanlike manner. Workmanship shall comply with British or Irish Standards and the relevant codes of practice.

Only fully qualified and competent tradesman and helpers shall be employed on the works. Work shall not be sub-let or done by any other Contractors without the Employer's Representative permission.

No work shall be covered up prior to inspection by the Employer's Representative.

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. Where a material or process is described by reference to its propriety name the name is used to indicate the standard of construction, appearance, ease of maintenance and durability acceptable to the Employer's Representative.

The Employer's Representative will 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, schedule of Rates or on the drawings shall be deemed to mean the provision of the named product or process or an approved alternative. Notwithstanding the above no items shall be used for the works except those as specified in the contract documents except with the permission of the Employer's Representative.

Any points, which differ in the contract documents to the Contractors normal practice, may receive consideration at tender stage if referred to the Employer's Representative. If no reference is made at tender stage it will be assumed that the Contractor will proceed exactly according to this specification.

15. IMPROPER MATERIALS AND WORKS

The Employer's Representative shall have the power to order during the progress of the works the removal from site of any material, which in his opinion is not in accordance with this contract, the substitution of proper materials, and the removal and proper re-execution of any work, which in respect of materials and workmanship is not in accordance with the contract. This condition is not withstanding any previous tests or interim payments.

16. SAMPLES

The Contractor if required shall supply samples and prototypes of all materials and workmanship to the Employer's Representative before the work is put in hand. The Employer's Representative may retain the sample until the main bulk of the material is delivered to the site. The Employer's Representative will require samples only where reasonable and where examination of quality by drawings and by description would be inadequate.

17. LIABILITY FOR DEFECTS

Works showing defects or damage, whether caused by or as a consequence of negligence on behalf of the Contractor or not and regardless of whether the defects are discovered during the progress of the works or upon completion of the works, and regardless of whether the works have been approved or fully certified, the Contractor shall make good, at his own expense, such damage or defects discovered. On refusal to do so the Employer shall be entitled to carry out the work necessary and recover the expenses associated with such work.
Allow for maintaining the works in perfect condition for 12 months after the issue of the Employer's Representative's Certificate of Substantial Completion in accordance with the Conditions of Contract.

18. CONDITIONS OF BUILDING AND SITE

The Contractor shall be responsible for making good any damage caused to the fabric or decor of the building or site by, or as a result of, his negligence or the negligence of his employees or Contractors or others unnamed or otherwise. All rubble and waste shall be removed as it arises.

Upon completion of the works, the site and building shall be thoroughly cleaned to the satisfaction of the Employer.

The Contractor shall pad ladders or similar equipment so that the building structure or finishes are not damaged in anyway. He shall also ensure that oil, grease or similar goods do not cause damage to the structure during the execution of the works.

19. LOCAL AUTHORITIES

The Contractor shall observe and comply with the requirements of all Statutes and Byelaws and serve notice on the Authorities or Owners of water, gas, electricity or any other items, which may be affected in any way by the execution of the works.

20. STORAGE

The Contractor shall provide canteen and lock-up facilities for staff. Workshops and sheds shall also be provided as necessary to ensure smooth execution of the works. Preparatory works may not be carried out within the structure nor may materials be stored in the building without the express permission of the Employer's Representative. Notwithstanding such permission given, it shall not absolve the Contractor from responsibility or liability for damage or injury or otherwise vitiate the Contract. The location of huts and site offices within the Contractor's site area is to be agreed with the Client.

All goods or materials, which are normally stored in the open, shall be provided with suitable protection from the elements and from the ingress of dirt to the satisfaction of the Employer's Representative.

If in the opinion of the Employer's Representative such materials are not afforded such protection he shall have the authority to order the removal from site such materials and have them replaced with new materials at the expense of the Contractor.

21. PLANT

The Contractor shall supply all necessary slings, tackles, scaffolding, haulage, instruments, materials, apparatus, tools and labour for delivery and erection of the works, and for the completion and testing of the works to the entire satisfaction of the Employer's Representative.

22. LOSS, THEFT, DAMAGE AND INJURY

The Employer or Employer's Representative shall not bear any responsibility for the loss, theft or damage of equipment or materials associated with the works either during delivery or at any time during the execution of the works.

All plant, equipment, tools, workmanship and materials shall comply with the relevant safety standards. The Contractor shall bear responsibility for the safety of his employees and agents throughout the execution of the works.

23. COPYRIGHT

Copyright is reserved on the Consulting Engineers' documents, which include all drawings, specifications, sketches and the like. These documents may only be used in relation to the works as outlined in this contract. Photocopying of documents is not permitted without prior permission of the Consultant Engineer.

Any copies of documents made during the execution of the works shall be returned to the Consulting Engineer prior to final payment.

24. CONTRACTORS DRAWINGS

The Contractor shall prepare if requested by the Employer's Representative any working drawings necessary for proper completion of the Contract.

Two copies of each drawing shall initially be submitted to the Employer's Representative and upon approval the Contractor shall provide 6 no. copies of said drawings for distribution.

Working drawings shall show the final arrangement of all items of plant and their associated connections, all control assemblies and panels, as well as the routing of all pipework and ductwork.

The Contractor shall consult with all relevant parties and in the preparation of his working drawings so as to ensure there is no conflict between the Mechanical, Electrical and other services, Architectural or structural elements.

25. HEALTH AND SAFETY

The Contractor shall comply with all necessary and relevant provisions of the following legislation:

a) Safety, Health and Welfare at work Act 2007
b) Safety, Health and Welfare at Work (General Application) Regulations, 1993 (SI 44)

c) CIF C-19 Pandemic Standard Operating Procedures (Version 3: 20th May 2020)
d) Safety, Health and Welfare at Work (Construction) Regulations, 2006 (SI 504)

The Contractor shall be deemed to have included in his tender sum for complying with the terms of the above Act and Regulations.

The Contractor shall be deemed to have included for the preparation of Safety Statements and for taking all steps necessary to ensure the safety of all persons likely to be affected by the execution of the Works.

The Contractor shall submit a Safety Statement, as defined in the Act, which shall identify hazards and risks arising during the course of the Works and specifying how it is intended to safeguard the safety, health and welfare of parties likely to be affected.

The Contractor shall incorporate in his Safety Statement measures to deal with any hazards identified for the project and a copy of which shall be made available on request.

The Contractor shall comply in all respects with the requirements of the above Act and Regulations with respect to his employees, nominated and domestic Sub-Contractors, visitors and other third parties.

The Safety Statement shall be updated during the course of the Works to include any further hazards, which may arise.

Safety, Health & Welfare at Work (Construction) Regulations, (SI 504, 2006)

The Contractor shall be deemed to have examined the drawings, specification and site of the work and to have included in the tender figure for all additional work or costs required to allow him to carry out the work in compliance with the provisions of the Regulations.

1. Project Supervisor for the Design Process (PSDP) is Galileo Energy Services, Unit A6, M4 Business Park, Celbridge, Co. Kildare.

2. Preliminary Safety and Health Plan

   The Preliminary Safety and Health Plan is included separately as a tender issue document.

3. The Project Supervisor for the Construction Stage (PSCS) shall be the **Successful Tendering Contractor** appointed to carry out the works. Due allowance for undertaking this role must be allowed in the tender price.

4. Safety File

The PSCS shall hand over three copies of the Safety & Health File (prepared on a preliminary basis) to the PSDP on completion of the project. The minimum information required in the Safety File is listed in Appendix 2 to the rear of this volume.

The employer will be unable to take possession of the Works ('Substantial Completion' stage) unless the PSCS has provided all information and documentation required to allow the PSDP comply with his duties in respect of the safe operation of the premises under relevant statutory provisions. The PSCS shall deliver the complete Safety File to the PSDP prior to the issue of the Final Certificate.

All Sub-Contractors shall include for providing the relevant information associated with his works in due time to allow the PSCS hand over the safety file.

5. Duties of Project Supervisor Construction Stage

The PSCS shall have the following duties:

a. Co-ordinate the implementation of the construction by Contractors
b. Organise co-operation between Contractors and the provision of information.
c. Co-ordinate the reporting of accidents to the Health & Safety Authority (HSA).
d. Give Notice in writing to the HSA before work begins, where work is planned to last longer than 30 working days or 500 person days and clearly display notice on site.
e. Complete the AF2 form and issue to the HSA.
f. Provide information to the site safety representative.
g. Co-ordinate arrangements for checking the implementation of safe working procedures.
h. Co-ordinate measures to restrict entry to site.
i. Co-ordinate the provision and maintenance of welfare facilities.
j. Co-ordinate arrangements to ensure that craft, general construction workers, and security workers have a Safety Awareness card.
k. Co-ordinate the appointment of a site safety representative where there are more than 20 persons on site.
l. Appoint a safety advisor where there are more than 100no people on site.
m. Provide all necessary safety file information to the PSDP.
n. Monitor the compliance of Contractors and others and take corrective action where necessary.
o. Notify the authority and the client of non-compliances with any written directions issued.

p. The PSCS may issue directions which are reasonable to designers or Contractors.

26. PAYMENT

Payments to the Contractor shall be from the Employer to the amounts as certified by the Employer's Representative. Claims by the Contractor for interim payments shall indicate separately, percentages of the various works completed.

The Contractor must give the Employer's Representative with each payment claim notice a certificate that, for the work to which the statement relates, the Contractor has complied in full with the pay and conditions of employment of workers. A copy of this form is included in the tender documents.

Retention on all amounts certified to the Contractor, shall be as the schedule in Appendix 3 to the rear of this volume. Half the retention money shall be released on 'substantial completion' and handover of the Building in accordance with the programme.

The balance of the retention money shall be released twelve months after the completion of all works, and only then if the contract terms of maintenance have been properly carried out.

27. VARIATIONS, EXTRAS AND OMISSIONS

No variation shall vitiate this Contract or save as hereinafter provided or give rise to any claim for compensation.

Where an extra, variation, omission is required the Contractor shall submit a price for such variation, omission or extra to the Employer's Representative in writing within seven days of the request for such a price. He shall not proceed with such alteration, variation or extra until such a time as he has received a Variation Order in writing from the Employer's Representative.

No payment shall be made whatsoever to the Contractor for any variation, alteration, addition or extra unless a Variation Order is produced.

Variations shall be priced at the rates submitted by the Contractor with his tender where such are applicable.

28. PRICING

Un-priced items

Any item left un-priced shall be deemed to be included for in the tender and the cost of the item shall be deemed to be spread across and included in the rates generally.

Currency

All prices and rates shall be deemed to be denominated in Euros (€).

29. VALUE ADDED TAX

The tender shall include for value added tax at the rate of 13.5% except insofar as a liability at the rate of 23% is identified in which case the relevant rate shall be applied to the appropriate amounts.

Where the work is liable at varying rates the Contractor shall provide a detailed breakdown of the items of work liable at 23% to facilitate the preparation of the Final Account.

The V.A.T. content shall be adjusted at the final account stage in accordance with the relevant legislation and regulations current at the time.

30. ELECTRICITY SUPPLY, ELECTRIC WIRING AND EQUIPMENT

All electrical equipment is to be suitable for the standard ESB supply of 400/230V @ 50hz AC.
Where starters or controls are provided with any equipment included under the mechanical services contract, they shall be handed over to the Electrical Contractor together with their wiring diagrams, for erection and commissioning by him.

A suitably qualified Electrical Contractor shall be employed by the Contractor to carry out all the electrical works associated with this contract. Due allowance for this item must be allowed in the tender price.

31. MECHANICAL WORKS

A suitably qualified Mechanical Contractor shall be employed by the Contractor to carry out any mechanical works associated with this contract. Due allowance for this item must be allowed in the tender price.

32. BUILDERS WORK AND BUILDING FINISHING WORKS

All builders work and building finishes works associated with the execution of the works shall be carried out under this Contract. The appointed Contractor shall be completely responsible for all builders work.

A suitably qualified Building Contractor shall be employed by the Contractor to carry out the building works and building finishing works associated with this contract. Due allowance for this item must be allowed for in the tender price.

The Contractor shall prepare any working drawings if necessary, agree all details with the Employer's Representative, mark out and be responsible for correctness, and the cost of any unnecessary work due to the Contractor failing to comply with this condition shall be the Contractors responsibility.

The Contractor shall ensure that cutting away and general attendance is reduced to a minimum and must not impede or delay the carrying out or completion of this work.

The permission of the Employer's Representative and Employer shall be secured before cutting or chasing is commenced.

The following is a brief summary of the work to be carried out by the Contractor:

- The cutting away and forming of holes for pipes, conduits, cables or pipe fittings, through walls, floors, ceilings, partitions, roofs, etc., and making good after the services are sufficiently, advanced, tested and passed.

- The making good of all of the above work. Further details are as given on the drawings.

- All required builders works associated with the works.
- All required painting works.

- Any trenching works or underground trenching as indicated on the drawings.

- Any other works as identified on the drawings or the builders work schedule.

33. FURNITURE WORKS

If applicable, a suitably qualified Furniture Supplier/Manufacturer shall be employed by the Contractor to carry out the specialised furniture installation associated with this contract. Due allowance for this item must be allowed in the tender price.

34. TESTING AND COMMISSIONING

The Contractor shall have sole, complete and undivided responsibility for the complete and satisfactory testing of all equipment and systems under this contract. Should the progress of the work warrant it, the Employer's Representative may, if they think fit, call for the testing of the installation in sections.

After testing is complete, each system shall be commissioned in the order set out in the section of the Specification dealing with commissioning. Each system as a whole shall be operated to demonstrate to the Employer's Representative satisfaction that it can function in accordance with the design conditions. Commissioning may be carried out by the Contractor or by a Specialist Commissioning Contractor nominated by him and approved by the Employer's Representative.

It shall be the Contractors responsibility to provide all the necessary instruments and equipment to carry out this work. The Employer's Representative discretion regarding method and necessary instructions shall be taken as final. The Contractor shall provide reasonable facilities to the Employer's Representative to check the results provided by him.

35. FINAL ACCOUNT

To avoid any delay in clearing the final account the Contractor should submit his final account not later than two weeks after handover of the works. The final account shall not be cleared until the following have been carried out to the satisfaction of the Employer's Representative:

a) Final testing and commissioning.

b) Clearance of all faults or snags as identified by the Employer's Representative.

c) Record drawings and instructions have been approved and submitted to the Employer's Representative for approval.

d) Instruction charts have been mounted in the appropriate locations.

e) All tools and accessories necessary for the operation and maintenance of the works.

36. TAX CLEARANCE CERTIFICATE

The award of the Contract will be conditional on the selected tenderer being able to produce a Tax Reference Number (TRN) and a Tax Clearance Access Number (TCAN). In the case of companies tendering from outside the State they shall be required to produce a statement of suitability from the Revenue Commissioners.

The Contractor should be registered for Relevant Contract Tax (RCT) on Revenue Online Service (ROS) online. Payments made in respect of Relevant Contracts are liable to deduction of tax at the rate advised by Revenue Commissioners.

37. ERRORS IN TENDERS

In the event of non-arithmetical errors being found in a tender the tenderer shall be informed of the errors and asked to formally confirm or withdraw the tender. If the tender is confirmed, a signed endorsement shall be attached to the tender stating that all rates or prices (except Preliminary Items, Prime Cost and Provisional Sums) are to be regarded as having been reduced or increased appropriately. Where the tenderer refuses to confirm the tender the Employer may treat the tender as being invalid.

In the event of arithmetical error(s) being discovered in the form of tender, tender summary or Schedule of Rates (or Bill of Quantities where one is issued) the Employer will allow their correction by the tenderer provided that the original tender sum is adjusted to reflect the full affect of the correction.

In the event of the tenderer partially correcting an arithmetic error then the revision shall be deemed to be a re-tender and both the original and revised tender shall be deemed to be invalid and shall be passed over.

38. RECORD DRAWINGS

On completion of the works, the Contractor shall supply a set of record drawings showing the layout of the finished installation. Such drawings shall clearly identify, describe and show the true location of all pipes, ducts, plant, equipment, valves, controls, light fittings, fire alarm, power and general services, security systems etc. three sets of drawings printed on A1 sized paper shall be forwarded to the Employer's Representative for approval. Record drawing shall be completed before the date of substantial completion.
The Contractor shall, during the course of the works, maintain a fully detailed record of all drawing revisions compared to the tender issue in order to facilitate easy and accurate compilation of record drawings. It shall be the Contractors responsibility to ensure that these drawings are in all respects a true record of the finished installation.

39. INSTRUCTIONS AND HANDOVER TO STAFF

The Contractor shall have sole responsibility to provide proper instruction to the Employer's selected staff on all sub-systems within his contract.

This brief shall be user friendly and cover all operating and maintenance requirements for the whole of the installation. The selected time and date for such instruction shall be at the convenience of the Employer and Employer's Representative.

The Contractor shall organize any relevant specialist suppliers to attend this briefing such as fire alarm, security, controls specialists etc. A letter from the Client will be requested by the Employer's Representative verifying that all instructions have been to the Clients satisfaction prior to the certification of final accounts.

40. FIXED PRICE CONTRACT

Tenders for these works are being obtained on a fixed price basis. The Contractors offer must remain open for acceptance for a period not exceeding ninety days from the date of the receipt of tenders.

41. REFURBISHMENT/ALTERATIONS – ASBESTOS PRODUCTS

Where asbestos is known to be present in an area on which work is to be carried out as part of this project, the procedures for dealing with it are set out in the tender documentation.

Where the tender documents do not provide for the presence of asbestos and the Contractor encounters any material suspected of containing it – or where asbestos is found or suspected to be in areas not identified in the tender documents – work shall be immediately suspended in its vicinity and no other work shall be carried out which might expose either the Contractor's personnel or third parties to contact with the suspect material or of releasing it into the environment.

The Client/Employer's Representative shall be informed immediately and his instructions awaited. If any of the material has been disturbed, the area shall be sealed off and the advice of the Health and Safety Authority obtained on the treatment required for personnel who may have been in contact with it.

Work on asbestos containing materials shall be carried out in accordance with the appropriate legislation and regulations and with the instructions of the Health and Safety Authority.

42. FREEDOM OF INFORMATION ACT 2014

The Employer and Employer's Representative undertakes to use their best endeavours to hold confidential any information provided by the tenderer subject to the Departments/Employers/Engineers obligations under law, including the Freedom of Information Act, 2014.

Should the tenderer wish that any of the information supplied by him with the tender submission should not be disclosed because of its sensitivity he should, when providing the information, identify same and specify the reasons for the sensitivity.

The Department/Employer/Engineer will consult with the tenderer about this sensitive information before making a decision on any Freedom of Information request received.

If the tenderer considers that none of the information supplied is sensitive, he shall make a statement to that effect. Such information may be released in response to a Freedom of Information request.

43. ELECTRICAL SUB-SYSTEMS CERTIFICATION

All electrical subsystems shall be certified as having been carried out in compliance with the requirements of the ETCI Wiring Regulations. Copies of the ETCI Subsystems certificates, accompanied by the relevant test results, shall be included with the ETCI Completion Certificate in the Health and Safety File for the project.

In the event of the Contractor failing to secure subsystem certificates for all items of equipment then the Contractor shall be liable for the cost of having the system tested, remedied as necessary and certified.

The tender figure shall be deemed to include for all costs incurred by the Contractor in providing the appropriate documentation.

44. 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. If applicable, if the Contractor proposes an alternative material or equipment, this material or equipment shall be approved by the Employer's Representative prior the end of the tendering period.

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 Client / Employer's Representative.

The Client / Employer's Representative will 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, Schedule of Rates or on the drawings shall be deemed to mean the provision of the named product or process or an approved alternative.

45. COMPLIANCE WITH BUILDING CONTROL REGULATIONS

General:

Where applicable, all works shall be carried out to the new Building Control (Amendment) Regulations (BC(A)R), S.I. 9 of 2014. Therefore, where the new Building Control (Amendment) Regulations (BC(A)R), S.I. 9 of 2014, the Contractor shall allow for the following over the following stages of the contract:

Commencement Stage:

- Familiarize themselves with the drawings, specifications and documents lodged with the Commencement Notice.
- Ensure a competent person is assigned to oversee the works.

During Construction:

- Install the services and construct the building in accordance with the plans and specifications.
- Ensure that the workmanship complies with the requirements of the Building Regulations.
- Ensure that materials which they select and for which they are responsible comply with the requirements of the Building Regulations.
- Co-operate with the design team, the Assigned Certifier and other certifiers.
- Co-operate with the Assigned Certifier for the implementation of the site inspection plan.

Upon Completion:

- Sign the Certificate of Compliance (completion).
- Provide to the Assigned Certifier, such documents for which they are responsible, as may assist the Assigned Certifier to collate particulars for the purposes of handover and certification, and/or for further submissions to the Building Control Authority.
- Ensure the coordination and provision of all test certificates and confirmations to the satisfaction of the Assigned Certifier or other designated inspectors or certifiers providing Ancillary Certificates;
- Maintain records.

Photographic Evidence:

The Contractor shall allow for photographing the installation on a bi-weekly basis for records. These photographs shall be detailed in a weekly report, which highlights what works were carried out and shall include photographic evidence of that work.

At the end of the project, the Contractor shall include a copy of these reports in the Operation and Maintenance Manual.

The Contractor shall allow for submitting photographic evidence on the following over the course of the project:

- All services above the ceiling including all pipework, cabling and associated bracketing/containment.
- All services below ground level including the necessary underground ducting that was installed. Evidence to be taken and approved before filling in ground.
- All services to be included in voids, walls, building fabric, etc. Evidence to be taken and approved before services are covered. Evidence to be taken and approved before covering.

46. 'SAFEPASS' ACCREDITATION

The Contractor shall comply with the requirements of the construction industry's safety accreditation scheme, known as the 'Safepass' scheme.

47. PENSION FUND AND SICK PAY

The successful tenderer must be a fully paid up member of the Construction Industry pension and sick pay schemes, or equivalent.

A tenderer asked to do so shall promptly submit contribution receipts or other evidence of membership acceptable to the Employer's Representative.

Any tenderer unable to provide such evidence may be deemed to have withdrawn his tender. The Contractor shall remain in membership of the schemes for the duration of the contract.

48. SITE MANAGEMENT

Allow for all site management costs including but not limited to the costs associated with providing an authorised Foreman referred to in the Conditions of Contract.

49. WORKING HOURS AND OVERTIME

The proposed and anticipated timescale for the project is as follows:

- Anticipated Project Start Date: *Monday 1st February 2027*
- Anticipated Project Completion Date: *Friday 20th August 2027*

It will be a condition of appointment that the Contractor can meet this programme.

It is proposed that discussions on programme will be held between all parties prior to any works commencing to agree an overall programme and timescales.

Each tendering contractor should allow fully with his tender price for sufficient resources for the safe execution of the contract for the anticipated programme as outlined above.

The project is programmed to be completed within a short timeframe and the Contractor must allow for the necessary resources to complete the works within this timeframe.

The Contractor shall be responsible to resource the project so that all works as identified on the tender drawings and specifications are completed in a safe and satisfactory manner before the proposed completion date. In any event, the Contractor must allow for sufficient resources to complete all the works identified for the project and hand over to the client before the dates highlighted.

No additional cost will be paid for overtime working. The Contractor's Tender is deemed to include for the cost of all necessary overtime, attendances and all other expenses that may be necessary to execute and complete the works within the Contract Period. No additional cost will be paid for overtime working.

If the Contractor perceives that he cannot achieve to complete the programme in the timeframe highlighted, he must allow for the cost within his tender price for completing the works out-off-normal working hours. The Client will organise the necessary arrangements with the Contractor for access to the building during these unsociable hours.

50. SUB-LETTING

No portion of the work is to be sublet without the Employer's Representative's permission and the party or parties appointed are subject to this approval and the Employer's Representative's consent, if given, shall not relieve the Contractor of his liability in respect of such work.

51. DECISION OF THE EMPLOYER'S REPRESENTATIVE

The decision of the Employer's Representative on all questions relating to the execution of the works, the meaning of the Drawings and Specification, the manner of the execution of the works or the quality of the materials, the nature, quality of the works executed or what amount was included in the Contract shall be final, conclusive and binding.

52. WORKS OUTSIDE THE CONTRACT

The Contractor should note that claims for additional works will not be entertained unless specifically requested in writing by the Employer's Representative.

53. WASTE MANAGEMENT

The site shall at all times be kept as clean and tidy as possible and the Contractor shall be responsible for removing debris and rubbish on a regular basis. Removal of waste from site shall comply with the statutory waste management requirements.

54. DAMAGE

External:

The Contractor shall note that any damage to the existing yards, main entrance, grassed areas, access roads or paved areas that may arise during construction stage of the project and caused by the construction works or by the Contractor's vehicles or staff, is to be made good by him at no extra cost to the Client.

The Contractor should provide all necessary protection to existing paved, grassed and landscaped areas around the site and shall make good any damage caused by lack of such protection at no extra cost to the Client.

The work is not to interfere in any way with the public roads. In particular, the Contractor is to ensure that these areas are to be left free of all dirt and debris and builder's materials and parking of construction vehicles, etc. and the roadways are to be thoroughly cleaned as and when required.

Any damage caused to the surrounding public roadways shall be made good to the satisfaction of the Local Authority at the Contractor's expense.

Any damage caused to the surrounding barracks roadways shall be made good to the satisfaction of the Client at the Contractor's expense.

Internal:

The Contractor shall note that any damage to the existing walls, windows, floor coverings, ceilings, doors, etc. that may arise during construction stage of the project and caused by the construction works or by the Contractor's plant or staff, is to be made good by him at no extra cost to the Client.

Any damage caused to the internal buildings as listed above shall be made good to the satisfaction of the Client at the Contractor's expense.

55. TIMESCALE

Refer to 'Item 11 – Programme and order of works'.

56. TRADE UNION RATES AND AGREEMENTS

The Contractor must be in compliance with all Trade Agreements and the Contractor shall pay all employee's connected with the project to current trade union rates. If the Contractor appoints Sub-Contractor's to complete work then they too shall be compliant with current trade union agreements.

This will be monitored on site to ensure that all the Contractors employees and subsequent Sub-Contractors are in compliance with all Trade Agreements and that all are paid current union rates.

All employee's and Sub-Contractors employed by the Contractor for the duration of the works shall have their union cards on them at all times. The Contractor must give the Employer's Representative with each payment claim notice a certificate that, for the work to which the statement relates, the Contractor has complied in full with the pay and conditions of employment of workers. A copy of this form is included in the tender documents.

57. GARDA VETTING

Non applicable.

58. ACCESS TO THE WORKING AREA

The building will be open for the Contractor for 8am every morning from Monday to Friday.

59. DELIVERIES TO SITE

All deliveries for the works shall be delivered to site between 9am and 5pm Monday to Friday.

60. WORKING IN A LIVE BUILDING

For the majority of the works, the school building shall be vacant. However, for some parts, the building may be live for some times during the works and as a result, staff and students shall be using the school building during the duration of the project.

Staff and Students will not be allowed enter the site without permission of the Contractor. Refer to section 11.0 for further information.

Therefore, the Contractor shall allow for the following:

- Allow for the safe moving of plant and equipment to the room. No plant, material, etc. shall be moved through the building.
- There shall be no contact with the Staff or Students.
- The Contractor will be allocated some car-parking spots by the Client.
- See item 59 above in regards to deliveries.

61. DECLARATION OF PERFORMANCE/CE MARKING

General:

The Contractor shall be aware of the Construction Products Regulation (CPR), which entered into force on 1 July 2013 and requires mandatory CE MARKING of construction products covered by Harmonised European Standards (HENs), when products are placed on the EU market.

The purpose of the CPR and CE Marking of construction products is to facilitate the free circulation of construction products across the EU market.

In doing so, the CPR has established a common technical language for declaring, specifying and setting requirements for construction products.

All CE MARKED construction products must have a Declaration of Performance (DoP), drawn up by the manufacturer. The DoP provides information on the performance of the construction product in relation to technical essential characteristics e.g. compressive strength, durability etc.

It is important that the electrical contractor uses only CE MARKED construction products within this installation and obtains a DoP for each product to ensure the product is fit for the use for which it is intended and for the conditions in which it is to be used.

Furthermore, it is the Contractor's responsibility to ensure all works should are carried out using "proper materials…which are fit for the use for which they are intended and for the conditions in which they are to be used" in order to demonstrate compliance with the requirements under Building Regulations.

All materials, equipment and plant used in the works shall be fit for the use for which they are intended and for the conditions in which they are to be used in.

All materials, equipment and plant shall adhere to the following:

- Shall bear a CE mark in accordance with the provisions of the Construction Products Directive (89/106/EEC)

- Shall comply with an appropriate harmonized standard, European technical approval or national technical specification as defined in article 4(2) of the Construction Products Directive (89/106/EEC)
- Shall comply with an appropriate Irish Standard or Irish Agreement Board Certificate or with an alternative national technical specification of any member state of the European community, which provides in use an equivalent level of safety and suitability.

The Contractor shall provide a Declaration of Performances (DOP's) cert for all materials, equipment and plant used in the works.

Evidence:

The Contractor shall provide evidence of Declaration of Performances(DOP's) and CE markings for all equipment, plant and material used in this project upon request by the Employers Representative.

This is also mandatory for B(C)ar compliance sign off.

BREXIT implications for CE Marking and deployment of products for contracts with the EU member states including the Republic of Ireland:

As the UK has recently left the EU on the 31st January 2020. Contractors shall be aware of the implications and non-compliance risks for them or any of their sub specialists to install products which are CE marked under UK notified bodies.

Post Brexit, UK notified bodies used for certification of conformity for 'CE' marking proposes will lose their status as EU Notified bodies and will be removed from the EU Nando website. In such instances the manufacturer of the product will need to obtain alternatives for certification of conformity for 'CE' marking.

62. INTERPRETATION OF THIS SPECIFICATION AND DRAWINGS

This specification has been written using simple, direct language wherever possible. Imperative terms such as 'provide' and 'submit' mean that the Electrical Contractor shall 'provide' or 'submit' the relevant samples, documentation or information. If any discrepancies exist or there is any doubt about the interpretation of the Documents, obtain clarification from the Consulting Engineer.

63. SITE SECURITY

If required, the Contractor is required to maintain his own 24 hour security within their site and compound areas.

Any personnel wishing to gain access to occupied areas of the premises must do so either by appointment through the Employer's Representative or through the appointed contractor's security representative.

The Contractor shall, when necessary, make arrangements with the Garda and Local Authorities to provide access for Lorries, plant, etc., to and from the site and arrangements must be carried out to reduce the obstruction to traffic to a minimum. The Contractor shall comply with all police regulations.

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. Provide shelter and heat for any Watchman so required.

64. PROECTION OF THE WORKS

Provide for carefully covering and protecting the works at all times against damage from inclement weather, impact or any other cause. The Contractor shall provide waterproof and frost proof coverings, temporary shelters, temporary drainage, pumping and any other necessary protection for this purpose.

The Contractor's attention is drawn to the necessity to provide adequate protection to all new works.

The Contractor will be deemed to have included in his tender for the provision of temporary coverings and weatherproofing wherever the trenching is opened to the weather.

Prevent damage to existing buildings, fences, gates, walls, roads, services, sewer pipes, tanks etc, paved areas and other site features, which are to remain in position during execution of the Works.

Tendering contractors shall include in their tender for all costs they consider may arise from observance of the security regulations and no claim in this respect will be entertained.

Provide for taking reasonable precautions to prevent workmen, including those employed by Sub-Contractors, from trespassing on adjoining owner's property or any parts of the site which are not affected by the works.

65. DECLARATION OF SUITABILITY FOR CONTRACTORS FOR SMALL WORKS

Please note that attached with the tender documents, there will be a DoES Contractor Suitability Declaration for Small Works document. The Tenderer is required to read this document carefully and to make sure that they meet the minimum standards stated therein. This document will be a self-declaration

document that the Tenderer must sign and return with the tender submission. Tenderer's must sign the "Declaration of Suitability for Contractors for Small Works" document and must return this completed and signed document with their tender return.

If the Tenderer is successful with their tender submission, they will be requested to provide the necessary evidence of compliance stated in that document before their tender is accepted.

Tenderer's who do not meet those requirements should not submit a tender as they will be excluded at award stage. Tender submissions which do not include the signed and completed "Declaration of Suitability for Contractors for Small Works" will not be accepted and will be deemed null and void.

Appendix 1: Safety Statement

Typical information required in safety statement to be submitted with tender documentation

Part 1

a) Statement of general company policy with regard to Safety, Health and Welfare at Work. This shall include a declaration signed by the Managing Director of the company.
b) Names of persons within the company responsible for Safety, Health and Welfare on the project to which the tender relates.
c) Safety, Health and Welfare training provided for company employees.

Part 2

a) Identification of hazards associated with the work to which the tender relates including working from heights, excavations, fire, access and egress, etc.
b) Assessment of the risks associated with the hazards listed and the prevention and control measures to be implemented to combat these risks.

Documents the arrangements for effective co-operation and co-ordination.

Arrangements for monitoring compliance with the Safety and Health Plan and with safe working procedures.

Checking persons on site have received appropriate safety and health information and training.

Arrangements for effective communications between all parties and arrangements for appointing a site safety representative.

Includes information and arrangements for the welfare of workers, toilet, wash facilities.

Is modified as necessary as work progresses and as changes occur.

Approach adopted for managing safety and health during the construction stage.

Identifies specific control measure for dealing with Particular Risks.

Appendix 2: Safety File information required on completion of project

Typical information required in the safety file to be handed over to the Employer's Representative on completion of the project

Three copies of the Safety File shall be provided. Apart from drawings, the information shall be bound in loose-leaf format into a Lever Arch type file. The drawings shall be neatly folded and placed in box files. All files shall be clearly marked with the name of the project.

Typical information required shall be as follows: -

a. Identification of and locations of all potentially hazardous materials (e.g. two pack and similar special paint coatings) and installations and the procedures to be followed in order to minimise the associated risks:

    i) In the daily use of the structure or building.
    ii) When maintenance, repair, refurbishment or replacement of the materials or installations is to be undertaken.

b. Construction drawings, specifications and bills of quantities used and produced throughout the construction process.
c. Details of fixed equipment and systems including charts and manuals specifying the operating procedures and maintenance requirements and procedures.
d. Design criteria, where design work formed part of the Contract, for structural elements and electrical and mechanical systems.
e. Test and commissioning certificates were appropriate.

Upon completion, the following information shall be added:

f. General details of construction methods and materials used.
g. Details of equipment and maintenance facilities within the structure (applicable to the Heating system).
h. Manuals produced by specialist Contractors and suppliers, which outline operating and maintenance procedures and schedules for plant.
i. Details and locations of utilities and services and their maintenance/ isolation, including emergency and fire fighting systems, equipment, routes etc.
j. Details of hazardous substances and safety data sheets.

Appendix 3: Schedule of Information

A Employer's Representative and Communications

Sub-clauses 4.3 and 4.14

The Contractor:

TBC

The Employer:

Ratoath Junior National School,
Fairyhouse Road,
Ratoath,
Co. Meath.
A85 P262.
Tel: 01-8256639
Contact: Mrs. Meabh Madden

The Employer's Representative:

Mr. Robert Whyte,
Galileo Energy Services,
Unit A6, Celbridge M4 Business Park,
Celbridge,
Co. Kildare.
W23 VFY7
Tel: 01-6274103
Email robert@galileoenergy.ie

Limitations on the Employer's Representative's authority to perform its functions and powers under the Contract

- Maximum cumulative value of adjustments to the Contract Sum for Change Orders in any three month period not to exceed 0.25% Contract Value, unless approved by the Employer
- The Employer's Representative shall not make a Change Order causing or contributing to a reduction in safety, scope, quality or usefulness of the Works without the Employer's approval
- The Employer must agree to reduce retention if the Defects Period is extended
- The Employer's Representative is to consult with the Employer in relation to any adjustment to the Contract Sum before determining the adjustment
- Where the Employer has appointed a quantity surveyor, the Employer's Representative is to consult with the quantity surveyor in relation to any adjustments to the Contract Sum before determining the adjustment.

Documents

The **Works Requirements** are

a) The specification
b) The drawings as listed in the schedule of drawings.
c) The form of tender

The **Pricing Document** is the 'Form or Tender' and the 'Pricing Schedule'.

Insurance

Insurance of the Works: minimum amount insured for professional fees 15% of the Contract Sum

Minimum indemnity limits for public liability and employers' liability insurance:

- public liability insurance: €6,500,000 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.
- employers' liability insurance: €13,000,000 for any one event.

Maximum excess for Insurance:

- insurance of Works and other Risk Items (€10,000)
- public liability: (€6,500). There shall be no excess for death, injury or illness.
- employers' liability: (€6,500).

Permitted exclusions from the Insurances:

- permitted exclusions from all Insurances:
    - war, invasion, act of foreign enemies, hostilities [whether war is declared or not], civil war, rebellion, revolution, insurrection or military or usurped power
    - pressure waves caused by aircraft or other airborne objects travelling at sonic or supersonic speeds
    - 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
    - terrorism

- permitted exclusions from insurance of the Works and other Risk Items:
    - use or occupation of the Works by the Employer except in connection with the Works
    - 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
    - wear, tear, normal upkeep or normal repair or gradual deterioration
    - inventory losses
    - loss of use or any consequential loss of any nature including penalties for delay, non-completion or non-compliance
    - failure of information technology
    - mechanical or electrical breakdown but not resulting damage
    - cessation of the Works for more than 3 months

- permitted exclusions from public liability insurance:
    - persons under a contract of service or apprenticeship with the insured
    - property of the insured or in the insured's custody or control other than existing premises and their contents temporarily occupied for the purposes of the Works
    - defective workmanship or materials but not resulting damage
    - mechanically propelled vehicles within the meaning of the Road Traffic Acts
    - loss or damage due to design but including its consequences gradual pollution or contamination
    - territorial limits
    - unless otherwise specified in the Works Requirements, aircraft and waterborne craft
    - fines, penalties, liquidated damages

- permitted exclusions from employer's liability insurance:
    - offshore work
    - liability compulsorily insurable under the Road Traffic Acts

- permitted exclusions from professional indemnity insurance
    - Persons under a contract of service or apprenticeship with the insured.
    - Ownership, use, occupation or leasing of mobile or immobile property.
    - Effecting or maintenance of insurance of or in connection with the provision of finance or advice on financial matters.
    - Dishonest, malicious, criminal or deliberate illegal acts.
    - Libel and slander.

- Insolvency.
- Fines, penalties, liquidated damages or any penal, punitive, exemplary, non-compensatory or aggravated damages.
- Failure of information technology.
- Contractual liability that would not apply in the absence of the contract.

Optional insurance provisions:

If Insurance of the Works and other Risk Items is to include terrorism cover, the minimum sum insured shall be non applicable.

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.

Professional indemnity insurance is not *required*.

Performance Bond

Performance bond not required for this project.

Dates for Substantial Completion, Sections, liquidated damages, retention

(Employer to complete names of sections)	*Date for Substantial Completion*	*Rate of liquidated damages*	*Reduction in retention on Substantial Completion of Section (%)*
The Works	20th August 2027	€ 500 per week	50

The time for Substantial Completion of this project is 20th August 2027.

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 Substantial Completion.

Defects Period

The initial Defects Period is 12 months from the date of Substantial Completion of the Works. The Employers Representative will issue the Defects Certificate between 12 and 13 months after the date for which it was certified that the Works were substantially complete.

Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments

(Refer to PW-CF-6 v1.12)

Delay Events and Compensation Events are as follows:

	Event	Delay Event	Compensation Event
1.	The Employer's Representative gives the Contractor a Change Order	Yes	Yes
2.	The Employer's Representative directs the Contractor to search for Defects or their cause and no Defect is found, and the search was not required because of a failure of the Contractor to comply with the Contract	Yes	Yes
3.	The Employer's Representative directs the Contractor to suspend work.	Yes	Yes
4.	The Contractor suspends work in accordance with sub-clause 3.13.	Yes	Yes
5.	There is a factual error in information about the Site or setting out information in the Works Requirements. [This does not include an error of interpretation.]	Yes	Yes
7.	The Employer's Representative does not give the Contractor an instruction required under sub-clause 2.1.	Yes	Yes
8.	The Employer does not allow the Contractor to occupy and use a part of the Site in accordance with sub-clause 2.1	Yes	Yes
8.	The Employer does not give the Contractor a Works Item or other thing as required by the Contract when the Contractor has asked for it in accordance with sub-clause 3.5	Yes	Yes
9.	Employer's Personnel working on the Site interferes with the execution of the Works on the Site, and the interference is unforeseeable and not in accordance with the Contract	Yes	Yes
10.	The Employer instructs the Contractor under sub-clause 8.0 to rectify loss of or damage to Risk Items for which the Contractor is not responsible	Yes	Yes
11.	Loss of or damage to the Works that is at the Contractor's risk in accordance with sub-clause 8.1	Yes	No
12.	A **weather event** as described below	Yes	No

	Event	Delay Event	Compensation Event
13.	A strike or lockout affecting the construction industry generally or a significant part of it, and not confined to employees of the Contractor or any Contractor's Personnel	Yes	No
14.	Delay to the Works caused by the order or other act of a court or other public authority exercising authority under Law, that did not arise as a result of or in connection with an act, omission or breach of Legal Requirements of the Contractor or the Contractor's Personnel or a breach of the Contract by the Contractor	Yes	No
15.	A breach by the Employer of the Contract delaying the Works that is not listed elsewhere in this table.	Yes	Yes
16.	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.	No	Yes
17.	An item of archaeological interest or human remains is found on the Site, and it was unforeseeable	Yes	Yes
18.	The Contractor encounters on the Site unforeseeable ground conditions or man-made obstructions in the ground, other than Utilities	Yes	Yes
19.	The Contractor encounters unforeseeable Utilities in the ground on the Site	Yes	Yes
20.	Owners of Utilities on the Site do not relocate 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	Yes	Yes

In the above table, the following means:

Utilities means conducting media and apparatus for water, sewage, electricity, gas, oil, telecommunications, data, steam, air, or other services, and associated apparatus and structures.

A condition, circumstance or occurrence is **unforeseeable** if an experienced Contractor tendering for the Works could not have reasonably foreseen it on the Designated Date, having inspected the Site and its surroundings and having satisfied itself, insofar as practicable and taking into account any information in connection with the Site provided by the Employer, as to all matters concerning the Site, including its form and nature and its geotechnical, hydrological and climatic conditions.

The **method of measurement** according to which it was prepared and measurements are to be made is ARM3 with Dept of Finance approved amendments, except when any statement or general or detailed description of the work in the Contract shows the contrary.

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 Dublin weather station, is higher than the highest value occurring at least once every 10 years in the corresponding month of the year, on average according to historical data from the same station:

- cumulative rainfall for the month.
- number of days in the month with rainfall exceeding 10mm.
- number of days with minimum air temperature less than 0° Celsius.
- number of days with maximum mean 10minute wind speed exceeding 15 metres per second.

If no weather station is named above, the Met Éireann weather station nearest the Site shall be used. If the weather station named above, or the nearest one, does not measure or record data for any of the above weather, the nearest station to the Site that measures and records that data shall be used for that weather.

The programme contingency threshold is two Site Working Days of delay caused by Compensation Events.

Payment Particulars

Period for interim payment is Monthly (If none stated, monthly.)

Minimum amount for interim payments, except release of retention, €5,000

When permitted by the Pricing Documents, up to 90% of the Contract value of unfixed Works Items may be included in an interim payment.

The percentage of the Price to be paid after the Employers representative certifies the date the Works were substantially complete (less deductions under clause 4.1) is 96%.

The Employer must pay the amount due on an invoice under clause 4.2 within 30 working days after receiving the invoice.

The retention percentage shall be 8%.

Conciliation and Arbitration

Failing agreement, the conciliator will be appointed by President of Engineers Ireland/other approved body.

The arbitration rules are the Public Works Arbitration Rules, 2007

The person or body to appoint the arbitrator, if not agreed by the parties, is President of Engineers Ireland/other approved body.

If the Employer terminates the Contractor's obligation to complete the Works, and clause 12.2 does not apply, and the Employer appoints another Contractor within 12 months after the termination to complete the Works, the percentage of the unpaid portion of the Price to be paid to the Contractor is 4%.

Appendix 4: Safety File information required before works commence on site

Typical information required in the Health & Safety Plan to be handed over to the Employer's Representative before works commence

The Project Supervisor for Construction Stage shall prepare and maintain a Safety and Health Plan, which shall contain at least the following information:

- Description of the project.
- The Preliminary Safety and Health Plan.
- Name of Project Supervisor Design Process (PSDP).
- Name of Project Supervisor Construction Stage (PSCS).
- Names and responsibilities of coordinators and other key members of Project Team.
- incorporates the approach to be adopted for managing safety and health during the construction stage.
- takes account the relevant sections of the Safety, Health & Welfare at Work Act 2005.
- Other relevant work activities on or adjacent to site.
- Activities with particular risks – control measures.
- Information for Contractors.
- Document the arrangements for ensuring effective co-operation and co-ordination.
- Arrangements for Communications and Co-operation.
- Emergency Procedures.
- Reporting of Accidents.
- Information/Training/Competency Standards.
- Arrangements for consultation on site.
- Site Rules/Security.
- Arrangements for Safety File.
- Arrangements for monitoring compliance with Safety and Health Plan.
- Is modified as necessary as work progresses and as changes occur.

Appendix 5: Health & Safety Plan

Preliminary Health and Safety Plan

Included as a separate document for tender issue.