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VOLUME A1 – PROJECT PARTICULARS & PRELIMINARIES

WATERFORD & WEXFORD EDUCATION & TRAINING BOARD

Proposed Carpark Upgrades and Alterations,

Waterford Training Centre,

Waterford Industrial Park,

Cork Road,

Waterford

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(C.Eng./ Project Director)

Eddie Quann BEng, C Eng MIEI

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1.0 PRELIMINARY PARTICULARS

1.1 Parties Involved

Employer:	Mark Devereux Waterford & Wexford Education & Training Board, Ardcavan Business Park, Wexford, Y35 P9EA 053-9123799
Employers Representative:	Eddie Quann MPA Consulting Engineers Ormonde Road Kilkenny R95 AHX8 056-7702761
C&S Engineer:	MPA Consulting Engineers Ormonde Road Kilkenny R95 AHX8
M&E Engineer:	None Appointed
Quantity Surveyors:	None Appointed
Project Supervisor: **Design Process (PSDP):**	MPA Consulting Engineers Ormonde Road Kilkenny
Fire Safety **& Disability Consultants:**	None Appointed

1.2 Description of the Works

The works are to consist of the following as set out within the accompanying works package;

1- Site Clearance
2- Provision of surface water drainage system,
3- Scraping of existing tarmacadam surface,
4- Provision of new tarmacadam surfacing,
5- All associated works as set out in the drawing pack.

The overall campus is to remain operational throughout the duration of the works. The contractor will be handed vacant possession of the area shown within the site boundary.

The contractor is to ensure the site is secured with appropriate fencing and hoarding and all plant and equipment is stored securely. The proposed Site Layout is shown below in Figure 1.1.

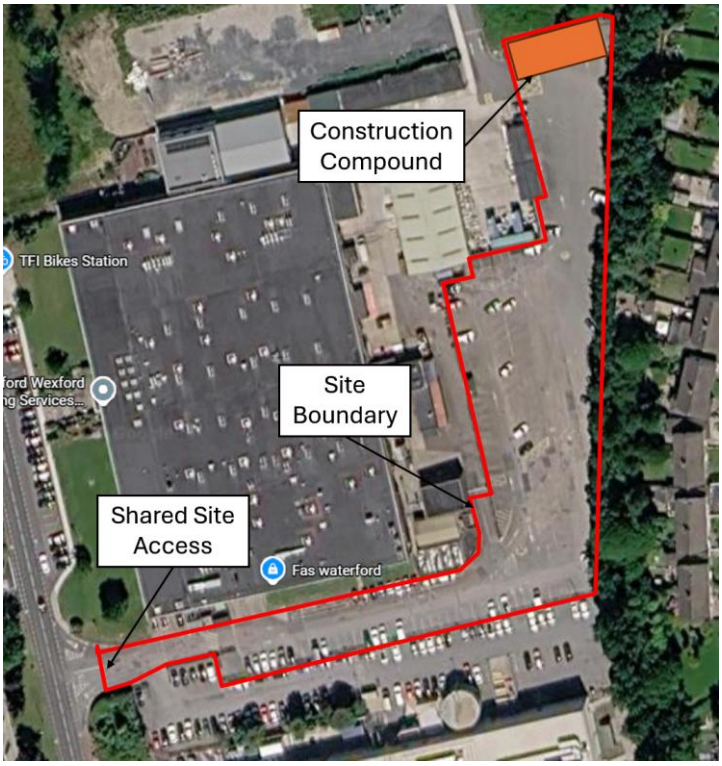

FIGURE 1.1 – SITE LAYOUT AND BOUNDARY

All works as specified are to be carried out to a high standard of workmanship with attention to detail using first quality materials throughout. The work includes for the provision and reinstatement as necessary of all paved and mettled areas.

The Main Contractor is required to carry out all works described and implied within the Contract Period for the fixed price and leave same ready for occupation by the Client. All works to be carried out in accordance with the specification.

The Contractor shall take care to expedite the works in an orderly manner to allow for the completion of the works in as short a time as possible. Dates for possession shall be agreed with

the employer before work commences and completion is expected to take 10 weeks.

1.3 Description of the Site

Location

The proposed works are to be carried out at the Waterford Training Centre, Waterford Industrial Park, Cork Road, Waterford.

Allow for working within the site boundaries and managing operations in the works boundary. The site boundaries are delineated on the drawings and the Contractor shall confine his operations to the areas marked. The boundaries of the works site are open and the contractor is required to secure the site and the works area during construction.

Please note that the carpark is to be maintained "open" for the duration of the works with the appointed contractor to sequence works to ensure access is maintained throughout construction with maximum loss of spaces at any one time limited to 40No. spaces. **Resurfacing works are to be completed during out of hours use, i.e. from 16.30 – 07.30 Monday to Friday, Saturday 08.00 – 18.00.**

Access

Allow for all costs associated with the access to the site by the Contractors employees, sub-contractors, suppliers etc. and others whom require access to the site; provide necessary safe routes for both pedestrian and vehicular traffic; include all making good work to areas disturbed necessary for the Contractor sufficient needs to provide safe access and facilities for access to the site.

The access to the site is to be taken from the Waterford Industrial Estate to the west, via an existing road network. The access route is a shared access route for the Waterford Training Centre and Jabil Healthcare, which is to remain open for the duration of the works.

Existing Facilities

The Waterford Training Centre site is currently in operation as an education and training facility, and this is to remain open to the public throughout the works.

Close cooperation will be required with the Waterford Training Centre and Waterford & Wexford Education & Training Board (WWETB) through the course of the works to ensure the works areas are secured throughout construction and areas defined by physical hoarding and cones as required.

Car Parking

All car parking for the contractor, his staff and sub-contractors to be provided within the carpark, the location and extent of which are to be agreed with WWETB.

Existing Services

The site currently has connections to the electricity, gas, water and wastewater networks, however unknown services may be present. The location of any services encountered should be recorded on the as-built drawings.

1.4 Works outside the Contract

Unless specifically instructed the provision and laying of Electrical, Telephone and TV Cables, and Water connections other than those noted within the works requirements will not be included in this contract.

Any trenching and/or ducting for the above contained on the drawings is deemed to be including in the contract.

1.5 Boundaries of Site

Allow for working generally within the site boundaries except where the work necessitates working outside the curtilage of the site boundaries in connecting the services or other network service or supplies; the site boundaries are delineated on the Site Layout Map and the Contractor shall confine his operations to the areas marked.

1.6 Position of the Works

Allow for all costs in connection with the setting out and positioning of the buildings and associated works as shown on the Site Layout Map.

1.7 Services on and over the Site

The contractor shall make himself aware of the presence and location of existing underground services and over ground services; he shall allow all costs associated with contacting and arranging with the network service provider to identify all services locations on or about the Site; he shall make all reasonable effort to establish and mark out these routes for the general safety of all operatives on the Site, he shall allow for maintaining the established route lines and markings for the necessary duration of the works as required; he shall take all necessary steps to avoid interference or damage to these services during the execution of the works; he will be deemed to have included here or make the necessary allowance in his rates for working in and around and maintaining live these services.

1.8 Adjacent Buildings and Convenience of Occupants

The existing boundary fences and structures (and their condition) are self-evident on visiting the site; the Contractor will take all necessary precautions to protect the buildings and the public from dust, excessive noise and other interferences or nuisance arising from the Work.

Allow for consulting the convenience of anybody who may be affected by the Works with regard

to suitable times for carrying out works, making deliveries etc. and include all necessary costs associated in complying with this requirement.

1.9 Site Visit

The Contractor may visit the site at any time prior to the commencement of the works by arrangement with MPA Consulting Engineers.

The Contractor will be deemed to have visited the site and ascertained the facilities of access there to, the supply of labour and materials the district will afford and the general convenience of working. Where applicable he shall be taken to have acquainted himself with the nature of the soil and other features of the site, all existing buildings on or adjacent to the site and all other things insofar as they may have any connection with or affect the works.

The Contractor shall have regard to the convenience of anybody who may be affected by the Works with regard to the approaches to be used, suitable times for making deliveries and other matters affecting them.

He must take all the above matters into account when tendering and no claim for any extra labour or materials costs will be allowed in consequence of this failure to do this.

The Contractor is recommended to ascertain himself all necessary information affecting his tender particularly as regards location, access, ground formation and conditions, local conditions, the extent of existing buildings and services and the risk of damage thereto, the conditions under which the works will require to be carried out, regulations, sources of labour and material supply etc.; he must take all these matters into account when tendering and no charge will be allowed in consequence of his failure to do this for the proper execution of the Contract.

1.10 Drawings

The contractor’s attention is drawn to note that the drawings relevant to the works are listed in Volume A3; any drawing which has not been supplied with the tender documents may be inspected by appointment at the offices of the Engineer.

1.11 Documents

The Contractor shall carefully examine the drawings, schedules and other documents, check all dimensions and satisfy himself as to their accuracy and that they cover and embody the work as proposed.

The Contractor shall carry out everything necessary for the proper execution of the Works whether or not shown on the drawings or described in the Specification, provided same may reasonably be inferred therefrom.

If any discrepancies are discovered they must be referred to the Employers Representative for his decision.

Drawings indicating the general scope and main constructional details are issued with this Document.

1.12 Dimensions

Figured dimensions are to be followed in preference to dimensions scaled from the drawings (if any discrepancies are apparent, clarification from the Engineer is required). Whenever possible dimensions are to be taken on the Site. Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the Site and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings. The Contractor will be responsible for the accuracy of all dimensions.

1.13 Freedom of Information Act 1997 and 2003

Information in relation to this tender may be available on demand in accordance with Freedom of Information Act 1997 and 2003. You are asked to consider if any of the information supplied by you in this (tender) should not be disclosed because of its sensitivity. If this is the case, you should, when providing the information, identify same and specify the reasons for its sensitivity. The department of Environment and Local Government will consult with you about sensitive information before making a decision on any Freedom of Information request received. See Form of Tender.

2.0 GENERAL CONDITIONS

2.1 Local Labour

Persons engaged upon the Works should, as far as practical and without affecting the efficiency of the work, be recruited from the local offices to the extent that the total labour requirement of the Contract exceeds the Contractor's core workforce.

2.2 Pension & Sick Pay Scheme

Evidence from the Contractor showing that they are in compliance with the registered employment agreement (Construction Industry Pensions Assurance and Sick Pay) is a condition precedent to the award of this Contract.

2.3 Tax Clearance

It will be a condition for the award of this Contract that the successful tenderer be able to produce promptly an approved Tax Clearance Certificate of Statement.

It will also be a condition for the award that all Sub-Contractors employed on the project must produce a tax reference number where payments exceed €650. Records of tax reference numbers must be kept by the Contractor and be available for Inspection where requested by the Revenue Commissioners. Where payments exceed €2,500 in any 12-month period the Sub-Contractor will be required to produce either a current tax clearance certificate or a current C2 certificate. It should be made clear to Sub-Contractors that payments under a contract are at all times conditional on compliance with these requirements.

It will be the responsibility of the Contractor to ensure that any Sub-Contractor employed by him complies with these requirements. The Employer may insist on seeing the relevant certificates.

Any failure to comply with this requirement will affect a contractor's prospects of obtaining future public contracts.

It should be emphasized in the case of Sub-Contractors in the construction, forestry and meat processing industries, that in the absence of a C2 certificate, tax must continue to be deducted at source at the rate of 35 per cent, in accordance with Section 17 of the Finance Act, 1970, notwithstanding the fact that a tax clearance certificate has been furnished under these arrangements.

2.4 Pricing

The Contractor, at the time of tendering must furnish the Pricing Document fully priced in ink. Any alterations or corrections to the original pricing, either by overwriting or the use of correcting fluid must be initialled by the tenderer.

2.5 Currency

The Contractor shall price the Pricing Document and submit a tender in the currency of Ireland i.e., Euro (€)

2.6 Amendments / Qualifications

Any amendments or qualifications to the Form of Tender, Pricing Document or any other document whether by way of specification changes, contractual conditions or qualifying slips attached to the Form of Tender or other document may result in the tender being disregarded.

2.7 Expenses

The Client will not remunerate Contractors for any expense incurred in the preparation of tenders.

2.8 Acceptance of Tender

The Employer does not bind himself to accept the lowest or any tender. It will be a condition for the award of this Contract that the successful tender will be able to:

- Produce promptly a tax clearance certificate or a sub-contractors C2 certificate.
- Produce promptly satisfactory evidence that they are in compliance with the registered employment agreement (Construction Industry Pensions Assurance and Sick Pay),
- It will be the responsibility of the Contractor to ensure that any sub-contractor employed by him is in possession of a on a bona-fade C2 Certificate of Tax Clearance Certificate.

2.9 Materials

All materials used in the Works shall to the fullest practicable extent be Irish.

Materials and goods are to be the best of their respective kinds and those for which there is an Irish Standard or Code of Practice are to comply therewith and shall bear the Irish Standard Mark or alternatively shall be certified to a national standard of another member State of the European Union which provides an equivalent guarantee of safety and suitability – certification to be by the National Standards Authority of Ireland.

Generally, references to Irish, British or other National Standards or Codes of Practices do not give the year of issue or dates of amendments and the latest relevant published version including any relevant amendments published at the date of tender shall apply. Where a Standard Code of Practice has been superseded the edition current at the date of invitation to tender shall apply.

The contractor shall provide a copy of any relevant Codes of Practice for use by this site Supervisory Staff.

Samples of materials, manufactured articles and executed work shall be submitted as required to the Employers Representative for approval before incorporation into the Works and articles not so

approved shall be removed, if directed by the Employers Representative. Approval of any materials or work will not relieve the Contractor from responsibility for defects subsequently arising.

All unfixed materials shall be carefully stored in accordance with the best practice and in a suitable position on site. Manufactures or agent recommendations regarding storage shall be strictly observed.

2.10 Building Regulations

The works shall be constructed in accordance with the requirements of the Building Regulations.

2.11 Construction Products Regulations 1992

All construction products used in the works shall comply with the European Community (Construction Products) Regulations 1992.

2.12 Trade Names

In every case where on the drawings, in the Specification or in the Pricing Documentation, materials, appliances of fittings of special design, manufacture or description, patented or otherwise, are described or the names of the manufacturers or agents are given, any departure from the specified articles or material will only be permitted on the written authorization of the Employers Representative and if no such authorisation is obtained, the Contractor must supply the articles or materials originally specified.

When the words “or equivalent” are included after the use of a trade name the Employers Representative may accept an alternative product provided that it is in appearance, workmanship, quality, performance and durability at least equivalent to the product originally specified. If requested the Contractor shall provide test certificates and other necessary information to enable full comparison with the product originally specified to be made.

2.13 Safety Health & Welfare

The contractor is to include for being appointed by the Client, under a collateral agreement to the main contract, as Project Supervisor for the Construction Stage in respect of the project, pursuant to the Regulations; the contractor shall include all costs for the provision of the services of a Project Supervisor for the Construction Stage, pursuant to Regulations 16 - 23 of the Regulations
The Contractor shall comply with all the legal acts and regulations which apply to this construction site. Particular attention is drawn to the requirements of:

- Safety, Health and Welfare at Works Acts, 1989 and 2005
- Factories Act, 1955
- Safety in Industry Act, 1980
- Conditions of Employment Act

- Safety, Health and Welfare (General Application) Regulations, 1993
- Safety, Health and Welfare at Work Regulations, 2003
- Safety, Health and Welfare of Work (Construction) Regulations, 2013

The Contractor shall provide for complying with these Acts, and relevant Regulations including Notifications and placards for display.

The Contractor shall provide for complying with the requirements of the Project Supervisor (Construction) and shall include for all co-operation, the supply of additional information and resources, and all other matters to ensure that the Project Supervisor (Construction) can fulfil his function as defined in Clause 6 of the Safety, Health and Welfare at Work (Construction) Regulations 2001 and subsequent legislation.

The Contractor shall provide for co-operating with the Project Supervisor Design Process in the preparation and hand-over to the Client of the Safety File on Substantial Completion.

The Contractor shall provide, prior to commencement of the Works, the following:

- Copy of Form of Notice to be served on the Minister for Labour in pursuance of Regulation (5), (12), Form CR1
- Company Safety Statement
- Names of Contractor's staff responsible for site safety, health and welfare and for first aid
- Site layout, plan showing facilities, materials storage, temporary parking, offices, canteen, drying, toilets, washroom, etc.

The Contractor shall

- If required, appoint an approved, competent Temporary Works Designer who shall take overall design responsibility for the stability of the partially completed permanent works and of adjoining structures and lands during the envisaged construction process and, further, the Contractor shall employ a suitably qualified Site Engineers, both will liaise with each other and with the Project Supervisors all in accordance with the HSA Guidelines to Safety Health & Welfare at Work (Construction) Regulations 2013. Subject to the Employers Representative consent (a) on small routine projects of the Site Engineer need not be permanently on site, and/or (b) it may be permissible for one person to fulfil both of these roles.

The term "temporary works" shall mean all temporary works of every kind required in or about the construction, completion, and maintenance of the works, it shall include temporary works to support and ensure the stability structures and lands as well as such matters as trench sharing, scaffolding, propping, working platforms, gangways, access stairs and landings.

Provide all the management, labour resources, plant equipment, offices and facilities necessary

to meet the requirements of safety, health and welfare on site.

Allocate to a senior member of his staff the overall responsibility and resources necessary for ensuring that all obligations arising from legislative enactments are fully complied with.

Provide details and duties of personnel to be involved both on and off the site and of any independent safety, health and welfare inspecting authority which he proposes to employ.

Ensure that all personnel have appropriate qualifications, experience or training for tasks allocated to them. Contractor shall arrange all necessary on-site training of labour force.

Ensure that all personnel (including those of sub-contractors) have attended the SOLAS Safe-Pass Training Scheme and are in possession of the appropriate card at all times, this card may be requested for inspections and any individuals not carrying the Safe-Pass card will not be allowed to work on this project.

Deliver to the Project Supervisor Design Process (PSDP) a preliminary Safety File at the end of the project. The PSDP will review the Safety File and identify any shortcomings/additional information required from the Contractor and/or his suppliers and sub-contractors who shall assist the PSDP in the completions and delivery of the Safety File to the Employer to the fullest extent possible.

The Safety, Health and Welfare procedures shall be periodically and systematically reviewed by the Contractor to ensure their continued effectiveness. Records of the review shall be maintained and made available for examination. A copy of the review will be provided to the Employer.

Subject to the Contractor satisfying the Employer as to his having the resources, skills and experience necessary to perform the duties of the Project Supervisor for the Construction Stage under the Regulations, it is the intention of the Employer to appoint the Contractor to fulfil this function under the terms of a Collateral Agreement to be entered into between the parties. A copy of the agreement is given in Volume D.

The Contractor shall ensure that all Sub-Contractors operate the necessary Safety, Health and Welfare procedures and controls required by legislation and by his safety statement.

The Employer implements a Health and Safety Policy and the Contractor shall comply with all requirements in this respect. The Employer’s Health and Safety Statement can be inspected by prior arrangement during normal business hours.

The Contractor shall ensure that safe practices and methods of work are adopted at all times. The Contractor in that capacity or in his capacity as Project Supervisor Construction Stage shall

notify the Employers Representative in writing prior to the submission of this tender if he considers any requirement relating to the time for carrying out the works or the design of the works of specification of materials, proposed work methods or procedures necessarily hazardous or in any way prevent the works from being safely carried out. The Contractor shall be liable for all costs arising out of his failure to give notice of foreseeable matters in this regard.

2.14 Preliminary Health & Safety Plan

The Project Supervisor Design Process (PSDP) has prepared a Preliminary Health & Safety Plan which is included as part of the tender documentation in Volume D. The contractor shall include in his tender for complying with all restrictions and obligations imposed upon him in the preliminary Health & Safety Plan.

2.15 Liaison

All significant design changes that will affect how the project is constructed / delivered will be communicated to site by the employer's representative or appointed supervising staff.

The site agent will inform the supervising officer of any unforeseen eventualities on site, which may affect the design of the project or the completion dates.

3.0 CONTRACT

3.1 Conditions of Contract

The Conditions of Contract will be the PW-CF6 Short Public Works Contract (without quantities). The Contractor is to refer to the Schedule for the information required under this Contract.

3.2 Retention

Retention will be held at 8% up to the stage of Substantial Completion. The defect maintenance period will be up to 12 months with 4% retained for the period of the defect maintenance period as set out in the schedules.

3.3 Time for Completion

Subject to and in accordance with the Conditions of Contract, the Contractor will be required to commence work on site on a date to be agreed and is to complete the Works on or before 10 weeks after commencement.

The contractor is required to submit his proposed programme for completion of the works prior to commencement on site.

3.4 Damages

Liquidated and Ascertained Damages under the Conditions of Contract will be calculated at the rate of €250 per day or portion thereof.

3.5 Specialist Subcontractors / Contractor Design Elements

The contractor is to appoint suitably qualified and experienced sub-contractors and designers to design and implement the works.

3.6 Pre-Appointment Information

Prior to the award of a contract the Contractor shall, within one week, submit to the Employers Representative for his approval:

- A method statement and detailed network diagram showing the proposed phasing and logic linking the various construction activities and allow for any necessary revisions following discussions with the Employer and the Employers Representative.
- Overall works programme and detailed works programme based on the network diagram and allow for any necessary alterations based on comments by the Employer and the Employers Representative. These programmes shall be updated by the Contractor regularly and accurately, particularly as reasonably requested by the Employers Representative.
- Update tender method statements in light of development of the network analysis and programmes and allow for any proposed alterations to information supplied post-contract.
- Schedules of approvals, information/drawings required all in accordance with the programme. Include for agreeing times to allow for submissions and approval before the

related work commences.

The Contractor management proposals for the project shall be agreed with the Employer prior to the placing of the Contract and the agreed arrangements shall be recorded in Minutes of Understanding which shall from part of the Contract Documentation.

3.7 Specifications

In the case of any conflict between any of the documents or drawings, the Employers Representatives decision shall be obtained.

3.8 Pricing Document

The Pricing Document has been prepared for the purpose of obtaining tenders and for post contract cost management.

The preambles, descriptions and quantities contained therein are included for this purpose only and must not be regarded as either providing specification information for construction or quantities for ordering purposes.

3.9 Insurance

The Contractor shall hold the Employer indemnified against all claims for national health, unemployment, workman's compensation, wet time and all such insurance's and against all claims for personal injuries to workmen engaged on the site in connection with the work, trespassers, members of the public entering or leaving the site and against all third-party risks to persons or property arising out of this contract.

Evidence of insurance shall be required prior to commencement on site in accordance with the Form of Contract and to be:

Public Liability Insurance	-	Minimum €6,500,000
Employer's Liability Insurance	-	Minimum €13,000,000
Contractor All Risks Insurance	-	See below.

The Contractor will be obliged to provide details to the Employer who shall furnish them to his Insurance Brokers for approval. The Contractor's Insurance Broker may be required to satisfy the queries of the Employer's Insurance Broker in respect of these provisions.

The "All Risks" policy should include a maintenance period as set out in the schedules to the Conditions of Contract. The sum insured under the "All Risks" shall be at least the full reinstatement value of the works and ancillary items.

3.10 Payments

Payments will be made at regular intervals, in accordance with the schedules to the conditions of

contract. The Engineers certificate may be withheld at his discretion if, in his opinion, any unsound or defective materials have been introduced into the work, or if the contractor refuses or delays to carry out an instruction issued by the engineer.

All variations to the contract with financial implications are to be submitted and agreed in writing with client and Employers Representative prior to that variation being undertaken.

3.11 Completion Date

Notify the Engineer in writing of the date on which he considers Substantial Completion has been achieved and have a date agreed and certified in writing by the Engineer.

3.12 Completion Maintenance Instructions

Provide the Engineer at Substantial Completion two copies of all manufacturer's and supplier's maintenance instructions.

3.13 Defects Liability

Provide for maintaining the works for 12 months after the issue of the Engineers Certificate of Substantial Completion in accordance with the Conditions of Contract.

3.14 Other Conditions

The contractor is to allow for all matters included in the Conditions of Contract, which are not specially mentioned herein.

4.0 OBLIGATIONS & RESTRICTIONS

4.1 The Site

The site must not be used for any purpose other than carrying out the Works. The contractor is to provide for performing the work in such a manner as to cause the minimum interference with the occupants and normal routine of adjoining structures and occupiers in the vicinity of the works site during the execution of the work.

The contractor shall enclose the site (or phase thereof) to prevent unauthorized entry to or trespass beyond the boundaries of the site. Provide temporary fencing, hoardings, fans and planked footways, guardrails, as may be necessary to protect the public and others, for the proper execution of the works and to prevent unauthorized entry or to trespass beyond the boundaries of the site.

4.2 Trespass

The contractors shall take adequate precautions to prevent trespass by employees or by sub-contractors employees. Obtain permission from the owner of adjoining property if it is necessary to use that property for any purpose in connection with the works. Indemnify the Client against all charges arising there from.

4.3 Access

The Engineer and his representative shall at all times have access to the works or the materials intended for use in the works, wherever they are in preparation or progress, and the contractor shall provide such proper facilities for such access and inspection.

4.4 Specific Restrictions & Requirements

Deliveries to site will be scheduled so as to reduce interference with existing on-site activities, traffic and pedestrians.

Every effort will be made to carry out loading and unloading operations on the site itself by when this is not possible and vehicles must remain on the road, then every effort will be made to ensure traffic and pedestrians can pass safely. At all times when vehicles are accessing or egressing the site a flag man will be posted.

Dust levels will be kept to a minimum with appropriate dust proof screens to be erected to prevent nuisance caused by dust to adjacent occupants. Any dust emissions from the area of works to be immediately sealed to prevent further nuisance and the affected area cleaned.

Storage of materials will be restricted to the site area and the storage of material will be in a planned manner such as not to cause hazard or impede safe access and egress.

All construction off site will be agreed with the Employers Representative or Supervising Officer and method statements drawn up where applicable.

A method statement to be agreed with the Client for all works outside the confines of the sites, detailing how the Contractor plans to safely carry out the works, to be issued and agreed in advance of all such works.

Access to the Waterford Training Centre is to remain open to the public through the duration of the works. The contactor will have vacant possession of the area within the site boundary, as shown in Figure 1.1 earlier, however they will not have vacant possession of any area. The contractor will have to ensure that any plant or equipment remaining on site is securely stored and members of the public have safe access to the site.

Contractor to outline, in advance of the works commencing and for agreement with the Client, how he plans to contain dust, restrict noise, plans for deliveries/loading/unloading, details of storage and compound set-up.

4.5 Restrictions on Working Hours

Normal working hours:

Weekdays Commence: 08:00 hrs
Weekdays Complete: 18:00 hrs
Or any time Saturdays, Sundays or Bank Holidays

Resurfacing works working houses:

Weekdays Commence: 16:30 hrs
Weekdays Complete: 07:30 hrs
Saturdays, Sundays or Bank Holidays:
Commence: 08:00 hrs
Complete: 16:00 hrs

Further working hours alterations must be agreed with the Engineer.

Contractor to outline in advance of the works commencing, how he plans to deal with noisy works without affecting the convenience of the local occupants.

Any limitations imposed by the Local Authority or Garda Siochana must be adhered to in full.

4.6 Maintenance of Existing Live Services

Provide for protecting and maintaining all services on or over the site from damage caused by the day-to-day operations on site and for protecting all personnel on site from injury or death by taking due account of Health and Safety requirements.

4.7 Temporary Utilities

The contractor shall provide an adequate supply of clean water for the works and pay all charges. Provide all necessary power and light for the works and pay all charges. Provide temporary telephone facilities as required for own use and pay all charges.

For works within or adjacent to an existing premise, the Main Contractor shall be permitted to connect into existing utility services subject to each utility being metered individually and the metering system proposed being approved in writing by the Employer's Representative in consultation with the Building Services Engineer. The metering system, connections etc. proposed must also be in accordance with all current regulations, legislation and Health and Safety requirements.

On a Greenfield site, Main Contractor to pay all costs (connection fees, connections, standing charges, bills, disconnection, and reinstatement) and comply with all requirements.

4.8 Temporary Buildings

Provide temporary sheds, offices, mess rooms and sanitary accommodation required for own and sub-contractors use in accordance with the Health & Safety Regulations.

4.9 Programme

The Contractor must prepare a detailed programme in bar chart form for the completion of the works on commencement of the contract period. Review and update this programme at appropriate intervals and modify it to take account of circumstances that have affected the programme.

The programme should include for the main Nominated Sub-Contractors and shall contain details of all resources needed for each phase of the works. This programme must be agreed with the Employer and shall form part of the Contract Documentation.

Once the contract period and expected completion date have been established, any reasonable delay requiring an extension of time must be notified to the Client's Engineer and written approval sought. Any unapproved delay in substantial completion will incur a penalty in the form of liquated damages as listed in the schedules.

4.10 Management Proposals

The Contractors management proposals for the project shall be agreed with the Employer prior to the placing of the Contract and the agreed arrangements shall be recorded in Minutes of Understanding which shall form part of the Contract Documentation.

5.0 GENERAL FACILITIES & OBLIGATIONS

5.1 Setting out and Dimensions

Set out the works in accordance with the drawings. Establish, in an approved manner, a base reference line for setting out the works. Figured dimensions are to be taken in preference to scaled dimensions except in the case of obvious error, and in the event of any discrepancy between the drawing and the specification, the Engineers decision shall be final and binding on the Contractor.

When setting out has been completed, the Engineer shall inspect the work and it must not be proceeded with until the setting out has been approved.

5.2 Supervision

The Contractor shall keep on the works during its progress a competent foreman and necessary assistant, all satisfactory to the Engineer. The Foreman shall represent the Contractor, and all directions given to him shall be as binding as given to the Contractor.

The Contractor shall give careful and efficient supervision to the works, using his skill and attention.

Note: The Client may appoint a Clerk of Works who shall be paid by the Client. Neither the appointment nor the actions of the Clerk of Works will invalidate the responsibility of the contractor.

5.3 Site Control

The Contractor shall provide and maintain all artificial lighting and power supply for use on the works, pay all charges therewith and provide for all temporary connections, leads and fittings then clear away and make good before substantial completion or make agreed alternative arrangements with the client.

Provide for taking all reasonable precautions to confine activities within the area of the work and agree same with Client.

Provide for the rodding, cleaning out and maintenance of all pipes, ducts and sewers and make good any damage due to any cause within the contractor’s control.

Provide for cleaning up of the works during the progress of the project and ensure that all trades shall clear away their own rubbish.

Particular care shall be taken to promptly remove inflammable wastes from the building. The burning of rubbish on the site is not allowed.

Provide for a full-time foreman on site to be responsible for daily supervision and progress of the works. The Contractor is to submit details of proposed site staff.

The Contractor shall provide experienced and skilled workmen and that all materials shall be the best of their respective kinds. The Contractor shall insure that normal safety requirements including hard hats, scaffolding guards etc. are provided as required. Notices are to be erected restricting access to the site.

The Contractor shall provide for access to the site by the Employer or his Agent or invitees.

The Contractor shall ensure early ordering of all materials and advise the Client or his Agent in good time of difficulties in obtaining any item or material specified. All materials to be the best of their respective kinds and applied in accordance with the Manufacturer's recommendations.

The Contractor shall hand over the works cleaned out and that all finishes should be checked and touched up and defects made good to the satisfaction of the Client or his Agent. All services to be commissioned in accordance with the Local Authority standard.

5.4 Protection General

The contractor shall safeguard the site, the works, materials and plant against unauthorized entry, damage and theft. Make good any damage caused by ineffective protection.

Provide watching and lighting necessary for the security of the works and the protection of the public, to the satisfaction of the Local Authority.

The Contractor shall ensure that no damage beyond fair wear and tear is caused to public or private roads and footpaths by site traffic and that they shall be kept clean.

The Contractor is to make provision for securing the site within their possession and securely store any plant or equipment stored on site. This will ensure safe access to the public for the duration of the works.

5.5 Protection against Weather

Protect the works, materials and plant from the weather and make good any damage caused. Appropriate warning tape in backfill should be used.

5.6 Protection of Finished Work

Keep finished surfaces clean as work proceeds and protect from dirt, staining and physical damage.

5.7 Storage of Materials

Store materials in a tidy manner. Separate different materials and protect them from dirt, physical damage, re-action with other materials, marking or staining, micro-organisms, mildew, fungus and vermin.

5.8 Existing Levels

The Contractor shall signify in writing his agreement to the correctness of the existing ground levels, as indicated on the drawings, before commencement of the works and before the existing ground levels are disturbed.

If the Contractor is of the opinion that the existing ground levels vary from those shown on the drawings he shall immediately seek instructions and clarification from the Engineer. Failure by the Contractor to comply with this requirement will be taken to indicate there is no divergence between the existing levels and those shown on the drawings. Unilaterally prepared records will not be accepted after the completion of excavation works concerned.

5.9 Temporary Works

Maintain, adapt, remove and make good after removal temporary works and services.

The Contractor shall have sole responsibility for the design and installation of all temporary works. Detailed proposals for demolition works & temporary works, together with a method statement, shall be submitted to the Engineer, prior to commencement. Comments made by the Engineer (if any) shall not relieve the Contractor from his sole responsibility for temporary works. The Contractor's attention is drawn to the need to support elements of the existing structure prior to the installation of new load bearing elements. It must be anticipated that vertical temporary supports will be required, together with suitable lateral stays or cross-bracing in two directions, at right angles on plan at each floor level. Temporary supports shall be wedged in place to avoid settlement on load transfer.

Where existing walls are to be supported in a temporary condition the following criteria shall apply: -

Wind Loading	-	BS 6399 Part 2
Plus Lateral Loading	-	5% of dead load plus Eccentricity Loading
Max. Deflection	-	H/600 overall or in any storey height, unless otherwise agreed by the Engineer.

All faces of excavations shall be fully strutted during the works, and all excavations shall be dewatered as necessary. All fine material shall be retained in position by use of sheeting and a filter membrane.

5.10 Water for the Works

Provide clean fresh water for use on the works, pay all fees and charges in connection therewith, provide all necessary plumbing, storage and connections required, maintain during the progress of the works and make good on completion.

5.11 Lighting and Power for the Works

Provide all necessary temporary lighting and electric power required for the works and pay all fees and charges in connection therewith.

5.12 Temporary Roads, Hard standings, Crossings, etc.

Provide and maintain temporary roads, hard standings and crossings, complete with adequate temporary drainage, on and adjacent to the site as necessary for the execution of the works and reinstate areas disturbed on completion to the satisfaction of the Engineer.

5.13 Contractors Compound

Provide for a Contractors Compound including all necessary fencing to secure the area and this will be located on within the site boundary as previously shown in Figure 1.2.

5.14 Temporary Accommodation for use of the Contractor

Provide suitable temporary sheds, offices, mess rooms, sanitary accommodation and other buildings required. Hereunder is set out the Joint Industrial Council for the Construction Industry guidelines on site conditions:

Toilet Facilities

There shall be provided at least one sanitary convenience for every 20 workers on site. Each convenience shall be connected with an effective flushing system and shall be situated in an enclosed structure which conforms to paragraph 4 of the J.I.C. Each sanitary convenience shall be sufficiently ventilated and so positioned as to secure privacy and fitted with a door fastening on the inside.

Washing Facilities

There shall be provided in each toilet (which conforms with the provision of paragraph 4 of the J.I.C.) one wash hand basin for every 20 workers on site. Each wash hand basin shall be permanently secured to the wall of the structure in which it is situated and shall be permanently connected with a water supply of hot and cold water. There shall also be provided an adequate supply of soap and towels or other suitable materials for cleaning and drying.

Drying Room

A separate facility shall be provided for the storage of clothing when not in use, having adequate facilities for drying such clothing when wet. The area of drying room space provided shall not be less than 2 square feet for each worker on site and the drying room shall be adequately heated

and ventilated.

Canteen

A canteen or several canteens shall be provided which can comfortably accommodate the entire work force on site. In no case shall the total floor area of canteen space available to the work force be less than ten square feet for every worker on site. The canteen facilities shall allow adequate means of escape in the event of fire for the number of people accommodated therein. It shall have sufficient number of windows to provide adequate supply of daylight, and shall have adequate heating and ventilation. Effective fluorescent lighting which can be switched on from the inside shall also be fitted. It shall also be fitted with sufficient number of tables and chairs having regard to the number of workers on site.

Design and construction of toilet, wash room, drying room and canteen.

Every toilet, wash room and drying room shall be properly constructed of sound and suitable materials so as to exclude draughts and the seepage of rain and dampness to the buildings. The floor level of every such structure shall be as to prevent the inflow of water. The inside walls and floors of every such structure shall be constructed of, or finished in a smooth (non slip as required) impervious material and shall be so designed as to facilitate thorough and effective cleaning and maintenance of the structure in a clean and hygienic condition.

Maintenance of Temporary Accommodation

Every canteen, toilet, wash room and drying room shall be maintained in a serviceable, clean and hygienic condition at all times. A person or where circumstances require it, a number of persons employed on the site shall be assigned specific responsibilities for the regular cleaning of the canteen, toilets, wash room and drying room as often as it is necessary to comply with the provisions as stated.

5.15 Temporary Telephone for the Contractor

Provide for the installation of a telephone and email facilities and pay all fees, charges and bills in connection therewith.

5.16 Traffic Regulations

Provide for complying with all traffic regulations affecting the works.

5.17 Maintenance of Roads, etc.

Provide for maintaining and making good damage, if any, to roads, paths services and other property, public or private, caused by or attributable in any way to the execution of the works and for indemnifying the Employer against loss, damage, claim or proceedings by any Local Authority, statutory undertaking, or others.

Allow for washing down all plant, trucks, machinery etc. prior to exiting the confines of the site to

ensure no dust, excavated material, construction materials etc. are deposited on the public or Estate roadways outside the site. The Contractor should allow for cleaning, sweeping and washing down the roadway as necessary and as required.

5.18 Maintenance of Specific Temperature and Humidity Levels

Provide for the maintenance of specific temperatures and humidity levels necessary for the proper installation of goods or application of finishes and to dry out the building.

5.19 Drying the Works

Provide and maintain the necessary equipment, fuel and attendance for drying and controlling the humidity of the works.

5.20 Work beyond the Boundary of the Site

Provide, where work is described as being beyond the boundary of the site or in the public highway, for adequate watching and lighting, traffic signaling, temporary barricades, walking platforms and warning notices sufficient to ensure the safety of all persons, and removing same on completion, giving notice to the Local Authority, paying their fees and charges and carrying out the work to their satisfaction.

Provide also for maintaining in working order all services, conduits, electrical cables, telephone cables etc. and for making good any damage occasioned thereto by reason of these works to the satisfaction of the Authority concerned.

5.21 Waste Management Plan

Allow for the preparation of a **Waste Management Plan**. The management plan is to include for the segregation of all wastes into recyclable, biodegradable and residual wastes. The Plan shall also detail the types of waste, quantities involved, and the authorised waste contractors and authorised disposal site proposed for this contract. This is to be approved by the Local Authority prior to commencement.

5.22 Removing Rubbish, Protective Casings and Cleaning

Provide for removing from the site from time to time as necessary and on completion of the works all rubbish, debris, surplus materials, protective casings, etc. and also on completion clean the works internally and externally to the satisfaction of the Engineer.

5.23 Temporary Fencing, Hoarding, Screens, Gantries, etc.

Provide and maintain all temporary fencing, hoardings, fans, planked footways, guardrails, gantries and the like as may be necessary for protecting the public, for the proper execution of the works and for meeting the requirements of any Local or other Authority, including all necessary lighting.

5.24 Control of Noise, Pollution and all other Statutory Obligations

Provide for taking all precautions necessary to prevent nuisance from noise, smoke, dust, rubbish, water or any other cause.

5.25 Sub-Contractors

The Contractor shall be entirely responsible for the progress of the works and shall be entirely responsible for all work carried out by sub-contractors. The Contractor shall fully indemnify Employer for all loss arising from the neglect, default, acts, errors, omissions or breaches by its sub-contractors.

Approval by the Client or his Agent on the employment of Subcontractors shall in no way diminish the absolute responsibility of the Contractor for their performance of work.

5.26 General attendances on Nominated Sub-Contractors

Provide for general attendances on Nominated Sub-Contractors which shall be deemed to include the use of Contractors temporary roads, paving's, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supplies, cleaning away rubbish, provision of space for Sub-Contractors own office and for storage of his plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities.

In addition to facilities referred to above all items of general attendance shall be deemed to include arranging with Nominated Sub-Contractors as to time for commencement of their work on site or manufacture & delivery of their goods & materials as appropriate, obtaining the positions of holes, mortices, recesses, chases, fixings & the like & supplying them with all dimensions & other information required for the proper execution of the works.

5.27 Dayworks

The Contractor shall give notice to the Engineer of the commencement and completion of any work for which the Contractor intends to submit daywork vouchers in accordance with the Conditions of Contract.

Dayworks as determined under the Conditions of Contract will be accepted as a basis for valuing the work only when the Engineer has issued written instructions to the Contractor to that effect. The Contractor shall submit to the Engineer at the end of each month an application for payment for all daywork done in the preceding month.

Applications for payment for daywork shall be supported by vouchers for the work to be certified by the Engineer or his representative. Such endorsement shall be deemed to certify that the labour, materials and plant used are correct.

Daywork vouchers shall be given to the Engineer or his representative at or before the end of the

week following that in which the work has been executed in support of applications for payments under the Conditions of Contract. These vouchers shall give a proper and full description of the works contained within that voucher, it shall include the operatives name and trade and hours worked. The hours worked shall be segregated into normal time, productive overtime and non-productive overtime for each operative. The insurances percentage addition shall be applied to the labour amount in accordance with the current Schedule of Daywork Charges issued by the CIF and SCS. Quantities of materials and details of plant used in accordance with the current schedule of Basic Plant Charges issued by the SCS. The main contractors on-cost percentage addition shall be applied to the relevant labour, materials and plant amounts at the percentage rate set out in the Bill of Quantities (if any section provided).

5.28 Record drawings

The Contractor shall make accurate records of those parts of the works which will become hidden by further progress of the works as may be directed by the Engineer and such records shall be checked and verified by the Engineer while work is open for inspection. Such records shall be entered by the Contractor on prints of drawings which will be made available to him free of charge for this purpose and amplified by him with supplementary dimensioned sketches and such records shall be completed and certified as aforesaid and handed to the Engineer as soon as practicable.

Allow for assisting and making accurate records of the works as constructed for the relevant members of the design team to record and incorporate on their drawings and specifications for inclusion in the safety file.

Allow for providing CAD drawings of the Contractors site sketches and as built drawings.

5.29 Project Boards

Provide for the erection of a project board incorporating the names of the project, the Contractor, Sub-Contractors and Design Team Consultants; set board posts in concrete bases; removal on completion.

5.30 Temporary Name Boards

Other than above no other advertisements shall not be displayed on the site without the consent of the Employers Representative.

5.31 Tests

Provide for carrying out PAT tests on all electrical equipment installed.

Provide for making concrete cubes for testing in accordance with the specifications and for testing concrete cubes (to be carried out by an approved authority) and circulate the test results to the Engineer.

5.32 Labour

None but fully qualified and competent tradesmen together with their necessary labourers or helpers shall be employed by the Contractor on the Works which shall be carried out and completed in the best and most substantial manner.

The Contractor shall ensure that all work people employed on the Works (including those of Sub-Contractor) are registered for PAYE and PRSI.

The Contractor shall maintain proper wage books and time sheets showing the wages paid and the time worked by all work people in the execution of the contract. Such wages books should show the PRSI number of each work person. The Contractor shall produce such wages books and time sheets whenever required for the inspection of any person authorised by the Employer.

When the working of overtime is made a condition of employment in any particular trade no claim for extra payment will be allowed under this heading. Claims for overtime will only be considered (without prejudice as to their allowability or otherwise) when authorised by the Employers Representative in writing.

The Contractor must include in his rates for all overtime deemed necessary to achieve the completion date.

5.33 Protective Clothing and Safety Equipment

The Contractor shall provide and maintain an adequate supply of clean, clearly labelled helmets for visitors.

5.34 The Use or Disposal of any Materials Found on the Site

No sand, ballast, gravel, coal or other useful material which may be found in the Works shall be removed from site, nor become the property of the Contractor, nor be used in the Works except upon the express instructions of the Employers Representative, in which case the quantity used, if any, shall be measured and valued by the Quantity Surveyor, and such value deducted from the Contract Sum.

5.35 Ancient Works

The Contractor shall not disturb any ancient works without the Employers Representative permission and shall at once hand over to him any object of antiquarian, geological or other interest or value discovered during the process of the work.

5.36 Inspection

The Contractor, before covering up any work, shall give the Employers Representative reasonable opportunity to inspect the work already executed.

The Contractor shall give such notices and provide such facilitates as may be required to Statutory Undertakings to carry out inspections or examinations of the Works or part of the Works.

5.37 Tolerances

Unless specifically stated otherwise, the accuracy of the Works shall be in accordance with BS 5606.

Please note that tolerances cannot be cumulative for the purpose of this specification. The above tolerances are to be regarded as the maximum permitted by the Engineer for general purposes. However, the Contractor must allow for closer tolerances if required for the purposes of items specified by the Architect, Service Engineer, or for any building component.

5.38 Disruption

The Contractor shall minimise the level of disruption to the immediate neighbours on the project and minimise the level of damage to the access road, entrances etc. and shall include in his price for rectifying any damage that may occur.

5.39 Storage of Goods

Storage of goods, building materials and wastage will only be permitted on areas of the site as designated by the employer or his agent.

5.40 Local Authorities Approval

The Contractor shall obtain approval from the Local Authority for the location of temporary entrances, hard standings and crossings, scaffolding required for the works as necessary.

The Contractor shall comply with the requirements of the Local Authority regarding their maintenance and reinstatement & pay all necessary Local Authority charges.

5.41 Fees

The Contractor shall pay all fees, charges and taxes legally demandable by Local Authorities for road opening licences, scaffolding permits etc.

5.42 Order of Works

The contractor shall without extra charge, carry out the works at such times and in such order as the Engineer may determine.

5.43 Serving Notice

The contractor shall be responsible for serving notice on owners of adjoining property, for the purpose of carrying out the contract, way-leaves etc., and will be responsible for any fees, deposits, etc., which are necessary for items such as road openings etc.

5.44 Cost Control

The works shall be carried out in accordance with the drawings and specifications and shall be valued in accordance with the terms of the contract. If in the Contractor's opinion, the nature or the scope of the works is likely to attract additional costs, the variation must be sanctioned by the Engineer or Supervising Officer prior to execution of the works concerned.

If any additional quantities of material are used, the physical measurements must be agreed on site prior to the works being covered up. The Engineer's agreement to additional quantities does not necessarily imply an agreement to additional payment, since all works must be valued in accordance with the contract.

The contractor shall be held to have satisfied himself by a careful examination of the plans and specification and by inspecting the site, as to the amount of work to be inferred as necessary though not described in the specification nor shown on the drawings, and the contract is for completed finished work, fully adapted for their purpose, in strict accordance with the true intent and meaning of the drawings, and specification, and no extra payment on such items beyond the contract price will be allowed.

The drawings and specifications are believed to be complete and accurate but the contractor shall be deemed to have checked these and to have satisfied himself as to their dimensions, levels, existing premises and water supply, and all other things as regards any connection with the works, the subject of this contract, and he shall generally obtain his own information on all matters and things which can in any way influence his tender.

Variations which arise during the execution of the works and for which the Contractor intends to claim additional payment, MUST be notified to the Engineer/Architect in accordance with the conditions of contract.

Failure to issue notification may result in non-payment for such work.

5.45 Discrepancies

The drawings and specification, together with the conditions of contract, are to be considered explanatory of each other and should anything appear in any or either of them which is not shown or described in the other or others, no advantage shall be taken of such omission and the contractor must fully consider this in forming his estimate.

Should any discrepancies, however, be found, or should any misunderstanding arise as to the meaning and importance of the specification or drawings, or any of them, or any part thereof, or as to the quality, quantity or dimensions of the materials used, or intended or directed to be used in the execution of the works, or as to the measurement or quantity of value of the works, executed under the contract or any part thereof the same shall be extra thereupon, or deductions, there from, the same shall be explained or decided by the Engineer whose explanation or decision shall be final and binding upon the contractor, who shall execute the work according to such explanation or decision and (subject as herein after appears in the case of extras and deductions) the same should to all intents and purposes be deemed to have been taken into account by the contractor in his estimate as if the same had been shown and set forth in the drawings and specification, and the value of the work shall be considered as included in the amount of contract. Whatever dimensions are marked on the plans or sections or described in the specification, such dimensions are to be worked to in preference to scaled dimensions. The contractor must without any extra charge, execute the several parts of the works in strict compliance with the details that may from time to time be furnished by the Engineer, provided they be such as not to vary from the true intent and meaning of the contract.

5.46 Inspection of Works

The Engineer shall be informed 72 hours prior to existing structures and new foundations being exposed, to permit inspections to be carried out. A similar period shall apply to all reinforced concrete, prior to placing of the concrete, and new steelwork prior to placing of the fire protection. On completion the Contractor shall notify the Engineer who will carry out a final inspection prior to the issue of the Certificate of Substantial Completion by the Supervising Officer. A further inspection shall be carried out at the expiry of the defects liability period.

Appendix A

Declaration of Competence

[All sections to be completed in BLOCK CAPITALS]

In relation to	Contractor/PSCS Entry [Project Title]
We	Contractor/PSCS Entry [Name of Applicant Company]
Proposing to act as	Contractor/PSCS Entry [Required role: Contractor or Contractor and PSCS]

on the above project hereby declare the following:

1. Health and Safety management within the practice is the responsibility of:

Contractor/PSCS Entry [Name of person responsible]

2. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2006.

   In particular we are familiar with our general duties as Contractors as outlined in Part 3 Regulations 24-29 of the *Safety Health & Welfare at Work (Construction) Regulations 2006*; also with the specific duties enumerated in Parts 4-14, Regulations 30-105 of those Regulations and Schedules 1-6 of those Regulations. We are aware of and will take into account the general principles of prevention as enumerated below when carrying out design construction work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP and the PSCS in their roles.

   Where the appointment includes the role of PSCS we are familiar with our duties as outlined in Part 2 Regulations 16-23 of the *Safety Health & Welfare at Work (Construction) Regulations 2006*. We are aware of and will take into account and communicate to all contractors (including specialists) the general principles of prevention as enumerated below when coordinating organizational of technical aspects of the project or the programme and undertake to liaise with, communicate and facilitate cooperation amongst the other duty holders under those Regulations, specifically Regulations 16 and 17 of the *Safety Health & Welfare at Work (Construction) Regulations 2006*.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO CONTRACTOR AND PSCS

The purpose of the General Principles of Prevention is to provide a framework within which account is taken when identifying hazards in the risk assessment required under *section 19* of the Safety, Health and Welfare at Work Act 2005.

i) The avoidance of risks
ii) The evaluation of unavoidable risks
iii) The combating of risks at source
iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
v) The adaptation of the workplace to technical progress
vi) The replacement of dangerous articles, substances or systems of work by non dangerous articles, substances or systems of work.
vii) The giving to collective protective measures priority over individual protective measure
viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organization of work, working conditions, social factors and the influence of factors related to the working environment.
ix) The provision of appropriate training and instruction to employees.

4. We are aware as Contractors of our obligations under Section 17 (3) of the *Safety Health & Welfare at Work Act 2005* to ensure so far as is reasonably practicable that the project 'is constructed to be safe and without risk to health and that it complies in all respects, as appropriate, with the relevant statutory provisions'.

Where the appointment includes the role of PSCS we are aware as PSCS of our obligations under Section 17 (3) of the *Safety Health & Welfare at Work Act 2005* to ensure so far as is reasonably practicable that the project 'is constructed to be safe and without risk to health and that it complies in all respects, as appropriate, with the relevant statutory provisions'.

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on risk assessments available at:http://www.hsa.ie/eng/Publications_Forms/Publications/Safety_and_Health_Management/Guidelines%20on%20Risk%20Assessments%20and%20Safety%20Statements.pdf

Where the role required is Contractor risk assessments will be carried out and maintained on the job file.

Where the appointment includes the role of PSCS risk assessments will be sought and collected from contractors for inclusion in a Preliminary Safety & Health Plan which we as PSCS will prepare and update as appropriate.

We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works:

- Health and Safety Policy and Organization;
- Arrangements;
- Competent Advice;
- Training and Information;
- Individual Qualifications and Experience;
- Monitoring, Audit and Review;
- Workforce Involvement;
- Accident/Incident Reporting, Review;
- Sub-consulting Procedures;
- Hazard Management and Risk Assessment; and
- Health and Welfare.

5. In relation to enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Contractor or PSCS (whether the relevant discipline is the subject of this declaration or not) over the last three years

Contractor/PSCS Entry: There have been none. / See details attached

6. We confirm that in our opinion our organization is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organization has adequate resources to fulfil the role of Contractor or PSCS as stated above.

CONTRACTOR/PSCS SIGNATURE:		**DATE:**	
APPLICANT NAME:	Contractor/PSCS Entry [block letters]		
TITLE:	Contractor/PSCS Entry [block letters]		

Appendix B

PSCS Form of Agreement

PROJECT SUPERVISOR CONSTRUCTION STAGE (PSCS)

Standard Form of Agreement

Appointment of Project Supervisor for Construction Stage

THIS AGREEMENT is made on _____ **BETWEEN**

1. *The Client* _____

Whose principal office is at _____

and

2. *The Project Supervisor* _____

Whose registered office is at _____

BACKGROUND

A. By a contract (the **Contract**) made on or about _____[1], the Client, as employer, has appointed _____[2] as contractor (the **Contractor**) for

Name of Contract _____

Investigation (the **Works**).

B. This Agreement is collateral to the Contract.

C. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the construction stage according to the Safety, Health and Welfare (Construction) Regulations 2006 and any amendment to them (the **Construction Regulations**) for the project comprising

- the Works
- and [3]

(the **Project**).

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the construction stage for the Project, unless the appointment is terminated earlier.

3. The Project Supervisor accepts the appointment.

4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the construction stage for the Project.

5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions.

6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.

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[1] *Date of letter of acceptance*
[2] *Insert "the Project Supervisor" or the name of the Contractor, as appropriate.*
[3] *Specify any additional scope for which this Project Supervisor is to be appointed PSCS.*