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VOLUME D2 - PSCS - HEALTH & SAFETY REQUIREMENTS

WATERFORD & WEXFORD EDUCATION & TRAINING BOARD

Proposed Carpark Upgrades and Alterations,

Waterford Training Centre,

Waterford Industrial Park,

Cork Road,

Waterford

Document No:	**261049-MPA-X-X-X-XXX-RP-SE-0005**	
Revision	**Date**	**Comment** (*project specific revision*)
00	16.10.2026	P8 – Tender Issue

Authorised for issue by:

(C.Eng./Project Director)

Eddie Quann BEng, CEng MIEI

Date: 16.10.2025

Contents

1.0 SECTION A – PSCS QUESTIONNAIRE

2.0 SECTION B – PSCS DECLARATION

3.0 SECTION C – PSCS FORM OF AGREEMENT

SECTION A – PSCS QUESTIONNAIRE

Section 1 – Information for Applicant

Brief Description	**The works include the provision of (1) Reinforced concrete Pad foundations for future erection of car port canopy's, (2) Car Parking Layout Adjustments to include, (i) revised layout, (ii) Concrete Kerbs & Islands, (iii) Road Furniture and (iv) line marking, (v) Watermain Upgrades and all associated site works.**
Client	**Waterford & Wexford Education & Training Board**
Employer Representative	**Eddie Quann, MPA Consulting Engineers, Ormonde Road, Kilkenny**
Civil/Structural Engineer	**Eddie Quann, MPA Consulting Engineers, Ormonde Road, Kilkenny**
Electrical Engineer	**Geaney Engineering Consultants, Waterford Business Park, Cork Rd., Waterford, X91RT91**
Contract Administrator	**Eddie Quann**, **MPA Consulting Engineers, Ormonde Road, Kilkenny**
Project Supervisor Design Stage	**MPA Consulting Engineers, Ormonde Road, Kilkenny**
Approximate Size	**Works area approximate 6500m^2.**
Other Remarks	S**ite is located in an education and training facility which will remain operational throughout the works.**
Insurance Requirements P.L. (Limited of Indemnity)	**€6,500,000**
Contract Form	**Public Works Contract - PW-CF6_Contract_v1.15_25-11-2025**

It is the intention of the Client **to appoint/~~not to appoint~~** the Contractor as the Project Supervisor Construction Stage if assessed as competent. (Delete as appropriate)
A Health and Safety Plan **is/~~is not~~** required: **the Preliminary Health and Safety Plan will be included with the Construction Documents**.

Section 2 – To be completed by applicant contractor

2.1 Details

Contracting Firm: _____

Address: _____

_____

_____

Telephone No. _____ Fax No.: _____

Contract: _____

Legal Status: _____

(Company (Ltd.), Partnership, Sole Trader)

2.2 Experience

List of comparable projects of similar size, complexity and value completed in the recent past (max No 5).

Ref.	Project / Client	Value (€)	Year
1.	Description: Client:		
2.	Description: Client:		
3.	Description: Client:		
4.	Description: Client:		
5.	Description: Client:		

2.3 Accident Record

How many construction projects were undertaken by your firm in the past 24 months:	
Indicate the approximate turnover if your firm in the past 24 months:	
How many reportable accidents have occurred on the construction sites on which you were the main contractor in the past 24 months:	

2.4 Qualified Person

Please give the name and position of a person within your organisation who is familiar with the requirements of the Health Safety and Welfare at Work (Construction) Regulations 2013 and the Health Safety and Welfare at Work (General Applications) Regulations 2007 and is competent to act as Co-ordinator and to carry out the duties of Project Supervisor for Construction Stage on your behalf.

Name: _____

Position: _____

2.5 Availability

Will the person named above be available for the duration of the project to carry out the duties of the Project Supervisor for Construction Stage?

Please answer Yes or No: _____

2.6 Temporary Works

Please nominate your Temporary Works Co-ordinator for the Project if different from the individual nominated in 2.4:

_____

2.7 Safety Statement

Has your firm a current Safety Statement?

Please answer Yes or No: _____

2.8 Insurance

Please confirm that you have the following insurance policies and state the amount of the cover in each case:

	Yes/No	Amount of Cover	Expiry Date
Employers Liability			
Public Liability			
Contractors All Risk			

Please submit confirmation from your insurers that your insurance specifically covers you to act in the role of Project Supervisor for Construction Stage under a collateral agreement with the Client.

2.9 Competence

Do you consider you are competent to act as Project Supervisor for Construction Stage on a project of this type?

Please answer Yes or No: _____

Competence: _____

_____

_____

I hereby confirm that all of the foregoing is correct:

Signed: _____ Date: _____

(Block Letters): _____

Title: _____

The applicant understands that the selection is at the sole prerogative of the client and that there is no obligation on the client to include an applicant on the tender list arising from the completion and submission of this form. The client undertakes to ensure that Applicant's data is kept confidential and to treat all applicants equally and fairly.

SECTION B – PSCS DECLARATION

[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]		

SECTION C – PSCS FORM OF AGREEMENT

PROJECT SUPERVISOR CONSTRUCTION STAGE (PSCS)
Standard Form of Agreement

Appointment of Project Supervisor for Construction Stage (PSCS)

This Agreement is made the (date) _____ day of (month) _____ (year) _____

Between

1. _____ ("the Client")

2. _____ ("the Contractor")

Reciting

(a) By tender of (date/month/year) _____ ("the Tender") the Contractor has offered to construct _____

_____("the Project") on behalf of the Client.

(b) The Client having accepted the Tender (or any modification thereof), the Parties have entered into an Agreement Dated (date/month/year) _____ ("the Main Contract") by which the contractor has undertaken to construct the Project on behalf of the client.

(c) The Contractor has included in the tender sum (or any modification thereof), for the provision of the services of Project Supervisor for the Construction Stage in respect of the Project pursuant to the Safety, Health and Welfare at Work (Construction) Regulation S.I. No. 291 of 2013 ("the Regulations")

(d) The Contractor has undertaken in the Tender, in consideration of the acceptance of the Tender (or any modification thereof), to enter into a Collateral Agreement to the Main Contract to provide the services of Project Supervisor for the Construction Stage, pursuant to Regulations 6 and 7 of the Regulations in respect of the Project.

(e) The Client wishes to confirm the appointment of the Contractor as Project Supervisor for the Construction Stage of the project and the Contractor has agreement to accept the Appointment.

Now it is hereby confirmed and agreed as follows

1. The client hereby appoints the Contractor, and the Contractor accepts the appointment as Project Supervisor for the Construction Stage of the Project pursuant to the provision of the Regulations.

2. The Contractor undertakes that he is competent and shall perform the duties of PSCS detailed in the Regulations,

3. The Contractor shall procure that the insurance cover required to be obtained and maintained by the contractor pursuant to the provisions of the Main Contract shall provide indemnity in respect of any claim for bodily injury or property damage which the Contractor may incur by reason of the performance of the functions and duties of Project Supervisor for the Construction Stage of the Project.

4. The Client shall pay to the Contractor any amount included in the Contract Sum in respect of this service adjusted as necessary in accordance with the provisions of the Main Contractor.

5. This Agreement is collateral to the Main Contract.

Signed: _____ Date:_____

on behalf of the Client.

Signed: _____ Date:_____

on behalf of the Contractor.