

**SAMPLE SCHEDULE FOR WATER SERVICES CIVIL ENGINEERING
CONTRACTS USING MAIN CONTRACT FORM**

**PART 1
(Completed by the Employer before Tender)**

A Communications and Employer's Representative

Sub-clause 4.3 and 4.14

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

For the attention of: **Director of Services**

Address

Any Local Authority

Any Town

Any County

Details for sending other notices to the Employer are:

For the attention of: **A. N. Other, Senior Engineer**

Address

Any Local Authority

Any Town

Any County

fax... **xxx- xxxxxxxx**

email... **another@anylocalauthority.ie**

The Employer's Representative is: **Any Consulting Engineers**

Details for sending notices to the Employer's Representative are:

For the attention of:

Address

.....

.....

fax.....

email.....

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

- Maximum adjustment to the Contract Sum for a single Change Order: **€50,000**....., unless approved by the Employer
- Maximum number of Change Orders in any 3 month period with a cumulative value in excess of **€250,000**....., unless approved by the Employer: **5**.....
- 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 will decide whether to accept or reject a value engineering proposal
- 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
- **Insert any other limitations on Employer's Representative's authority**.....
-

B Documents

The **Works Requirements** are:

.....
.....
.....
.....

The **Pricing Document** is:

.....
.....
.....
.....

If there is a Bill of Quantities, the **method of measurement** according to which it was prepared and measurements are to be made is

CESMM3

except when any statement or general or detailed description of the work in the Contract shows to the contrary.

C Property in Contractor's Documents

Sub-clause 6.4

Ownership in Contractor's Documents and Works Items described in sub-clause 6.4.2 ~~does~~**does not** transfer to the Employer in accordance with sub-clause 6.4. (If neither deleted, read as 'does not')

D Insurance

Clause 3

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

- public liability insurance: €..... 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. (If not stated, €6,500,000.)
- employers' liability insurance: €..... for any one event. (If not stated, €13,000,000)

Maximum excess for Insurance:

- insurance of Works and other Risk Items: €.....(If not stated, €10,000)
- public liability: €..... in respect of property damage only (If not stated, €10,000). There shall be no excess for death, injury or illness.
- employers' liability: no excess

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 or martial law
 - 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 (*delete if terrorism insurance is required*)
 - asbestos (*delete if asbestos insurance is required*)
- 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
 - cost of making good defects, 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
- 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
 - 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
 - gradual pollution or contamination
 - territorial limits
-
- permitted exclusions from employer's liability insurance
 - offshore work
 - liability compulsorily insurable under the Road Traffic Acts

Optional insurance provisions:

The Employer shall/shall not have the risk of loss of and damage to its existing facilities, in accordance with sub-clause 3.8. (*Delete as applicable.* If none deleted, the Employer shall not have this risk, and sub-clause 3.8 shall not apply.)

Insurance of the Works and other Risk Items shall include the following property of the Employer (other than the Works and Works Items):

.....

and the minimum sum for which this property is to be insured shall be €.....

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

The Contractor shall /is not required to (*delete one*) 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.

Required extensions to Insurance:

Professional indemnity insurance is/is not (*delete one*) required. (If neither deleted, professional indemnity insurance is not required.) If required, the professional indemnity insurance is to be kept in place for years after Substantial Completion of the Works is certified by the Employer's Representative. If required, the minimum indemnity limit for professional indemnity insurance shall be €..... for each and every event/annual aggregate limit (*delete one*). This limit may include defence costs. The maximum excess shall be €..... (If none stated, €50,000)

E Performance Bond

Sub-clause 1.5

A performance bond is/is not required. (*Delete one.* If none deleted, bond is required.)

The amount of the performance bond shall be% of the initial Contract Sum up to certification of Substantial Completion of the Works, and% of the initial Contract Sum for the period stated in the form of bond in the Works Requirements. (If not stated, 25% up to Substantial Completion, and 12.5% for 15 months after.)

F Collateral Warranties

Sub-clause 5.5

Collateral warranties are required from the following categories of Specialists, by the following dates; and the amount withheld from payments under sub-clause 5.5 are as follows:

Category of Specialist	Date for warranty	Amount withheld

G Dates for Substantial Completion, Sections, liquidated damages

	Date for Substantial Completion (<i>unless to be completed by Contractor in part 2</i>) (<i>Last day of period starting on the Contract Date or date</i>)	Rate of liquidated damages	Reduction in retention on Substantial Completion of Section
The Works		€per	
Section:		€per	
Section:		€per	
Section:		€per	
Section:		€per	

H Early completion

Sub-clause 9.6

The Employer's Representative ~~is~~ is not required to issue the certificate of Substantial Completion if the Works or a Section reaches Substantial Completion before its Date for Completion. (If neither deleted, read as 'is required')

I Defects Period

The initial Defects Period is **12 months**..... from the date of Substantial Completion of the Works

J Random Checks for Employment Records

Sub-clause 5.3.3A(2) shall be ~~shall not~~ be part of the Contract.

Delete as applicable. If neither is deleted, read as "shall be".

K Delay Events, Compensation Events, Programme Contingency, Delay Costs, Adjustments*(Sub-clauses 9.3, 9.4, 10.1, 10.6, 10.7)*

Delay Events and Compensation Events are as follows:

(Employer to complete the shaded boxes "Yes" or "No")

	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 under sub-clause 9.2	Yes	Yes
4.	The Contractor suspends work in accordance with sub-clause 12.3	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
6.	The Employer takes over part of the Works before Substantial Completion of the Works and any relevant Section	Yes	Yes
7.	The Employer's Representative does not give the Contractor an instruction required under sub-clause 4.5.4 within the time required under sub-clause 4.11.2 when the Contractor has asked for the instruction in accordance with sub-clause 4.11.1	Yes	Yes
8.	The Employer does not allow the Contractor access to and use of a part of the Site in accordance with sub-clause 7.1	Yes	Yes
9.	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 4.11.1	Yes	Yes
10.	Employer's Personnel interfere with the execution of the Works on the Site, and the interference is unforeseeable and not in accordance with the Contract	Yes	Yes
11.	The Employer instructs the Contractor under sub-clause 3.2.3 to rectify loss of or damage to Risk Items for which the Contractor is not responsible	Yes	Yes
12.	Loss of or damage to the Works that is at the Contractor's risk in accordance with clause 3.2	Yes	No
13.	A weather event as described below	Yes	No
14.	A strike or lockout affecting the construction industry generally or a significant part of it, and not confined to employees of the Contractor	Yes	No

Appendix 3 to Circular L12/06 of 20th December 2006

	Event	Delay Event	Compensation Event
15.	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 relation to 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
16.	A breach by the Employer of the Contract delaying the Works that is not listed elsewhere in this table.	Yes	No
17.	A difference between the Contract value of the Works according to the quantities and descriptions in the Bill of Quantities (taking into account the method of measurement identified below when it applies) and the Contract value of the Works described in the Works Requirements, because the Bill of Quantities, when compared with the Works Requirements: <ul style="list-style-type: none"> • 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	
18.	An item of value or archaeological or geological interest or human remains is found on the Site, and it was unforeseeable	Yes	
19.	The Contractor encounters on the Site unforeseeable ground conditions or man-made obstructions in the ground, other than Utilities	Yes	
20.	The Contractor encounters unforeseeable Utilities in the ground on the Site	Yes	
21.	Owners of Utilities on the Site do not relocate or disconnect Utilities as stated in with the Works Requirements, when the Contractor has complied with their procedures and the procedures in the Contract, and the failure is unforeseeable	Yes	

In the above table:

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

A **weather event** is when for any month between the Contract Date and the Date for Substantial Completion of the Works, the value for any of the weather listed below, as measured at _____ 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 20mm
- number of days with minimum air temperature less than 0° Celsius
- number of days with maximum mean 10 minute wind speed exceeding 20 metres per second
- _____

If no weather station is named above, the 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.

In sub-clause 10.6.4(3), the rates to be used to determine the cost of plant are the rates in

.....
and any rates in the Pricing Document.

In sub-clause 9.4:

- the **first threshold** is _____ Site Working Days of delay caused by Compensation Events
- the **second threshold** is _____ Site Working Days of delay caused by Compensation Events

In sub-clause 10.7, the delay cost for each Site Working Day for which the Date for Substantial Completion of the Works has been extended because of a Compensation Event is (whichever is marked "yes"):

	the amount stated in part 2E of this Schedule as the Contractor's daily rate of delay cost
	the expenses (excluding profit and loss of profit) unavoidably incurred by the Contractor

The definition of craftsmen in part 2E includes the following additional categories:

For purposes of clause 10.7, the Contractor is to tender (in part 2E):

- a single daily rate for delay costs
- separate daily rates for delay costs for each of the following periods/portions of the Works:

If the above are blank, Contractor is to tender a single daily rate

L Payment Particulars

Clause 11

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

Minimum amount for interim payments, except release of retention, €.....(If none stated, there is no minimum.)

When permitted by the Pricing Documents, up to _____% of the Contract value of unfixed Works Items may be included in an interim payment. (If none stated, 90%).

The retention percentage is%. (If none stated, 10%.)

M Price Variation

Sub-clause 10.8

Clause PV1/Clause PV2 attached to this Schedule is part of the Contract. (Delete as applicable. If none deleted, Clause PV2 shall apply).

N Conciliation and Arbitration

Sub-clause 13.1.2

Failing agreement, the conciliator will be appointed by:-

Sub-clause 13.2 and arbitration rules

The person or body to appoint the arbitrator (if not agreed by the parties) is:-

.....

PART 2
(Completed by the Contractor and provided with Tender)

A Communications

Sub-clause 4.14

The details for sending notices under clause 12 or 13 to the Contractor are:

For the attention of:

Address

.....
.....
.....

The details for sending other notices to the Contractor are:

For the attention of:

Address

.....
.....
.....

fax.....

email.....

The Contractor's agent in the Republic of Ireland for service of legal process is:

Name:

Address:

.....
.....
.....
.....

Note: An agent in the State must be named if the Contractor's registered office (or other principal place of business) is outside the State).

B Parent Company Guarantee

Sub-clause 1.6

The Contractor shall provide a parent company guarantee in the form in the Works Requirements from:

.....
 (name and address of parent company, registered address and place where incorporated or organised). If none named, no parent company guarantee required.

(NOTE: In open procedures, tenderers must name a guarantor if parent company is identified for purposes of satisfying tender requirements. In restricted procedures, tenderers must name a guarantor if parent company has been identified for purposes of pre-qualification.)

C Works Proposals

The **Works Proposals** are the following

.....

D Dates for Substantial Completion

	Date for Substantial Completion (to be completed by Contractor in Tender ONLY if not completed by Employer in Part 1)
The Works	
Section: <i>(Employer to complete)</i>	
Section: <i>(Employer to complete)</i>	
Section: <i>(Employer to complete)</i>	
Section: <i>(Employer to complete)</i>	

E Adjustments to the Contract Sum

Sub-clauses 10.7 and 10.8

The Contractor's tendered daily rates for labour and related costs (including PRSI, benefits, tool money, travelling time and country money):

- Craftspersons €per hour
- General Operatives €.....per hour
- Apprentices €.....per hour

(If left blank, or stated as a negative value, read as zero.)

Craftspersons means those categories of work persons described as “craftsmen” or “electricians” in employment agreements registered under the Industrial Relations Acts 1946 to 2004, and, any additional categories listed in Part 1K

General Operatives means all direct labour other than craftspersons

Apprentices means categories of work persons under a contract of apprenticeship for trades whose practitioners fall within the above definition of Craftspersons

The Contractor's tendered percentage addition for costs of materials.....%

The Contractor's tendered percentage addition/deduction for costs of plant.....%

All of the above shall include on-costs, overheads and profit, and exclude VAT.

(If either of the above is left blank, read as zero.)

The Contractor's tendered rate of delay costs is: €..... excluding VAT per Site Working Day. (If left blank, or stated as a negative value, read as zero.)

If part 1K states that separate rates for to be tendered for separate periods/portions of the Works, the Contractor's tendered rates are as follows:

<u>Period/portion of the Works (part 1K)</u>	<u>Tendered Rate</u>
o _____	€_____ per Site Working Day
o _____	€_____ per Site Working Day
o _____	€_____ per Site Working Day