



Comhairle Contae Chorcaí
Cork County Council



OPW Oifig na
nOibreacha Poiblí
Office of Public Works

West Cork Flood Relief Schemes

Maintenance of Non-Return Valves Contract 2023

Volume A – Works Requirement

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Kevin Morey, BE, MA, CEng FIEI,
County Engineer
Cork County Council, Floor 10, County Hall, Cork

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Important Note

The Employer is making these documents available to Tenderers for the contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

The Employer makes no representation, warranty, or undertaking in or in connection with these documents. The Employer has not authorised anyone to make any representation in connection with these documents on its behalf, and Tenderers should not rely on any representation purportedly made on the Employer's behalf. The Employer will have no liability in connection with these documents. Tenderers must make their own assessment of the adequacy, accuracy, and completeness of these documents.

The Employer reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the Works in another way. If this happens, the Employer will not be liable to any Tenderer or other person. The Employer also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Employer does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract for the Works with anyone.

The Employer has no responsibility for Tenderers' expenses or losses in connection with this competition. There will be no contract between any Tenderer and the Employer concerning the subject-matter of these documents unless and until the Contract has been entered by issue of a Letter of Acceptance.

Tenderers must treat these documents, their Tenders, and their participation in this competition as confidential. Tenderers must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

The Employer is entitled to disclose information about this competition, including the identity of the Tenderers, to any person. If a Tenderer considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. The Employer will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003, but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this competition, or its management have or have had any other interest in or involvement in relation to the Works, the Tenderer must disclose this to the Employer as soon as this becomes apparent to the Tenderer. The Employer will decide on the appropriate course of action.

It will be a condition of the award of the Contract that the Tenderer must comply with the terms of Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement. (See paragraph 10.4)

Tenderers may obtain information regarding their obligations concerning:

Taxation from the Revenue Commissioners (www.revenue.ie),

Environmental protection from the Environmental Protection Agency (www.epa.ie)

Employment protection and working conditions from the Department of Business, Enterprise and Innovation (www.dbei.ie)

Safety Health and Welfare at Work from the Health and Safety Authority (www.hsa.ie)

1. INTRODUCTION

The towns of Skibbereen, Bandon & Clonakilty in West Cork have a long history of flooding. The Office of Public Works (OPW) in partnership with Cork County Council have progress 3 significant flood relief schemes in these towns in recent years, as follows:

- River Ilen (Skibbereen) Flood Relief Scheme (also known as the Skibbereen FRS)
- River Bandon Flood Relief Scheme (also known as the Bandon FRS)
- Clonakilty Flood Relief Scheme (also known as the Clonakilty FRS)

These schemes were built under the OPW powers of the Arterial Drainage Acts 1945 & as amended in 1995. The above schemes are now in the Operation & Maintenance (O&M) phase.

Cork County Council, acting as agents of the OPW on the O&M phase of the schemes, now wishes to seek a quotation for the yearly maintenance services for the Non-Return Valves on these Schemes.

The Contractor shall be deemed to have visited the sites and to have satisfied themselves, prior to submitting a tender, as to the extent and nature of the work involved.

2. PRELIMINARY PARTICULARS

2.1. Title of Contract

West Cork Flood Relief Schemes Non-Return Valve Maintenance Contract 2023

2.2. Name of Employer

Cork County Council

2.3. Address of Employer

Cork County Council, Coastal and Flood Projects, Floor 10, County Hall, Carrigrohane Road, Cork, T12 R2NC

2.4. Location of works

The works are located in the towns of:

- Skibbereen, Co. Cork
- Bandon, Co. Cork
- Clonakilty, Co. Cork

2.5. Contract

The contract used is the Public Works Term Maintenance and Refurbishment Works Contract Document Reference PW-CF11 v.1.2.

2.6. General Description of the Works

Routine maintenance is required on the non-return valves on the Flood Relief Schemes to avoid or delay the deterioration of the valves and/or return the valves to an acceptable maintenance condition. The purpose of the maintenance is to ensure the reliability and correct functioning of the non-return valves in the periodic event of a flood. This routine maintenance is required bi-annually (twice a year).

The proposed works are as follows:

A – Bi-Annual Routine Maintenance:

- General Operation/ Visual Inspection of Non-return valves to confirm functionality.
- Cleaning.
- Inspection & Repairs to Seals
- Inspection & Repairs/Replacements of components.
- Reporting
- Highlighting Significant Defects

B – Callout Maintenance:

Ahead of a flood event and outside of the bi-annual scenario, CCC may become aware of critical non return valve(s) which may need maintenance. If CCC become aware of an issue with valves during the contract, the contractor shall be contacted by CCC. The contractor shall attend site within a minimum of 24 hours from time of contact.

C – Other Works

As part of this contract works are required at 1No. large diameter NRV is the Skibbereen FRS. This work involves the installation of a stop-log system to assist with maintenance of the existing NRV going forward. Details of this work described within this documents.

Also, there are a number of locations where gravels, debris, etc build up which will require maintenance periodically. Typically these are upstream of culverts or structures integral to the schemes. Please note that the removal of these build-up will be on a case by case basis. Details of this work described within this documents.

2.7. Timeframe for Completion of Works

This contract is for a minimum duration of three (3) years. However the Employer may, with not less than 3 months prior notice to the Contractor, at his (the Employers) discretion, require the Contractor to extend the

Term for an additional 1 year period and subsequently thereafter for a further 1 year period, up to a maximum overall period of 5 years.

- Bi-Annual Service:
 - First bi-annually maintenance (2023), to take place following appointment.
 - Subsequent maintenance to take place at circa 6-month intervals. It is expected that the maintenance will generally occur in the April/May period & again in the Sept/October period, however dates are to be agreed with the Employer each year.
- Call-out Maintenance:
 - As necessary during the contract period from date of appointment.

2.8. Documents provided as part of the tender

The Documents provided as part of this Tender include the following:

Suitability Questionnaire

- The Instruction to Tenderers
- Volume A: Works Requirements
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
- Volume D: Information Pack
 - Preliminary S&H Plan
 - Drawings & Specifications details.
 - Schedule of NRVs
- Volume E: Contract Conditions and Model Forms

2.9. Pricing Document.

The pricing document is not based on a standard method of measure such as the “Civil Engineering Standard Method of Measurement” (CESMM).

For the purposes of defining the scope of works, the Works Requirements shall prevail over the Pricing Document.

Costs relating to labour for routine maintenance activities listed in Section 4 shall be included in the Contractors tender.

Costs for replacement of parts/materials shall be chargeable to the client.

For convenience a copy of the rates section of the pricing document has also been provide in Excel format.

2.10. Method of Measurement

The Pricing Document (Volume C) is presented in the form which outlines a schedule of rates.

3. GENERAL

3.1. *Site Access*

The works are to be undertaken in

- Skibbereen town and environs at works locations installed /to be maintained under the Skibbereen FRS.
- Bandon town and environs at works locations installed /to be maintained under the Bandon FRS.
- Clonakilty town and environs at works locations installed /to be maintained under the Clonakilty FRS.

The site shall include the areas of land indicated (both public and private).

These NRV's are mainly on the banks of the

- Skibbereen FRS - Ilen river and its tributaries. These watercourses are tidal and access due to these factors will have to be taken into consideration by the contractor.
- Bandon FRS - Bandon river and its tributaries.
- Clonakilty FRS – Clonakilty Bay, Feagle river and its tributaries. These watercourses are tidal and access due to these factors will have to be taken into consideration by the contractor.

Some NRV's are within manhole chambers and also some are under/within a bridge structure, with limited &/or confirmed space.

The Contractors access arrangements shall take due regard of all local needs and requirements, Cork County Council and the Gardaí.

As CCC is acting as agent of the OPW, the contractor will be able to draw on the powers of the Arterial Drainage Act, 1945 as amended by the Arterial Drainage (Amendment) Act, 1995, if required, in order to gain entry to lands, subject to the approval of CCC.

Access to the Works in general, for the delivery of plant and materials and the removal of spoil, shall not be carried out during peak traffic periods. These are defined as 8.30am to 9.30am, Monday to Friday. Exception to these time limits shall be granted for emergency call-out situations when required.

The Contractor shall liaise with Cork County Council in relation to access to private property, anticipate access requirements and provide 1 week notice to private landowners.

The Contractor will be deemed to have satisfied himself as to the conditions of access onto, across, and egress from the site and no claim for extra payment arising out of any difficulties in this respect will be allowed. The Contractor shall maintain all roads and ways at all times.

3.2. *Information on adjoining structures*

The condition of all lands must be maintained while accessing the works area. If any damage occurs it must be restored to its original condition prior to completion of the works. Site photographs are to be taken and issued to the Client prior to commencement of works. The extent of photographs to be agreed on site with the Client.

Please note that the works involve working on or adjacent to flood defence structures. It is imperative that due care is taken to protect these structures. Please note that that all elements of the flood relief scheme, structures and drainage elements are protected under the Arterial Drainage Act.

3.3. *Existing sites utilities*

If required, the Project Supervisor Construction Stage and/or the Contractor should make their own contact with all service providers and verify all locations of all services directly before commencing the works.

No arrangements have been made in respect of temporary alterations of services and supplies necessary for the execution of the works. The Contractor shall make arrangements with the Statutory Undertakers for such

temporary alterations of services or supplies. The Contractor shall make arrangements with the Statutory Undertakers and others concerned for the co-ordination of their work with all work which needs to be done by them or their Contractors concurrently with the Works. Private services to individual properties have not been listed.

The Contractor shall make arrangements with the Statutory Undertakers and others concerned for the phasing of all necessary disconnections and diversions of private services affected by the Works. Disconnected apparatus shall be removed by the Contractor only with the prior consent of the Authority concerned.

The following services are known to be located in the vicinity of the works area:

- Water services utilities
- ESB Services utilities
- Eircom Services utilities
- Gas Networks Ireland Services utilities
- River level gauge
- SCADA telemetry

The above is a non-exhaustive list and the Contractor is responsible for the verification of service locations.

3.4. Traffic Control

It is not envisaged that traffic control will be necessary for the majority of the works required. However the Contractor, in his role as PSCS, shall review and consider all work methods in particular for larger planned works and, if required, prepare a Site-Specific Temporary Traffic Management Plan for each pumping station location. He shall prepare and submit a Site-Specific Temporary Traffic Management Plan for each pumping station location, within 2 weeks of appointment or 2 weeks prior to larger planned works. Works will not be allowed to commence in the absence of the submission of the Site-Specific Temporary Traffic Management Plans, which must be approved by Cork County Council. He shall include in his rates for compliance with all necessary requirements and time restrictions resulting from the plans.

Notwithstanding the above, the following minimum requirements will apply:

- The Contractor shall be required to comply fully with Cork County Council and An Garda Síochána where applicable in minimising the amount of disruption to the public.
- The Contractor shall ensure that the site is adequately secured to prevent public access at all times.
- Vehicle and pedestrian access along the public roads adjacent to the works shall be fully maintained for the duration of the works. The storage of plant and equipment on these roads shall be strictly prohibited.
- The Contractor shall ensure that all necessary precautions are taken to ensure that any traffic delays incurred as a result of this contract are kept to a minimum. Traffic flows are to be maintained for the duration of the contract.
- The Contractor shall liaise with the Local Authority in relation to Traffic Control for the duration of mobilised periods.
- No extra payment will be made for delays or expenses incurred due to traffic control measures required.
- Alterations/improvements to a TMP can be made by the Contractor during the appointment subject to agreement with the Client and An Garda Síochána.

3.5. Housekeeping

Housekeeping will be maintained throughout the duration of the works and it will be every worker's responsibility to clean the work area as they go (in accordance with Cork County Council's policy – Clean As You Go).

Storage of spoil, materials or plant on public roads, footpaths, ramps etc. is strictly prohibited. Any such material which arises during the works shall be immediately by the Contractor.

Once works are complete, all signage and materials relating to the works will be removed off site.

The contractor shall ensure that regular cleaning and sanitising is carried out on high frequency touch/contact points, including shared equipment, to comply with current COVID-19 guidelines.

3.6. Prevention of Pollution

During the course of the contract, the Contractor shall ensure that no deleterious materials shall be deposited into any water. The Contractor shall comply with the requirements of the River Pollution Protection Act, Waste Management Acts, Public Health Acts, Fisheries Acts and all enabling Regulations pertaining to these Acts.

The Contractor shall take precautions to protect persons and properties from damage and nuisance caused by water, smoke, dust, rubbish, smell, etc., during the course of the Contract.

3.7. Completion of works

The site shall be cleaned on completion of works. All surplus material shall be disposed of offsite, in an appropriate manner.

3.8. Record Keeping

The Successful Tenderer shall keep detailed records during the works – e.g. plant, labour & materials. These records will be submitted to Cork County Council along with the reports outlined in Section 4 below.

The contractor shall keep detailed records of the condition of all NRV's, any works undertaken and photographic records of each NRV. An updated schedule for each scheme shall be submitted to the Client within one month of each biannual maintenance. Format of this schedule shall be agreed with the Client on appointment.

3.9. Specific site rules or regulations

The following site specific rules shall apply:

- The Contractor shall not cause any obstructions to traffic.
- Pedestrians using the footpaths must have priority over works vehicles and equipment that may need to cross footpaths.

Particular attention shall be given by the Contractor to the requirement of avoidance of nuisance due to noise, dust, vibration, as well as air and water pollution.

The Contractor shall be responsible for keeping the whole of the site, i.e. the site or sites on private property or along public roads, passageways or public open spaces, in a clean and tidy condition. Cork County Council shall be empowered to require him to tidy the site.

The Contractor shall ensure at all times:

- (i) That the Site and the approaches thereto are not obstructed or made congested.
- (ii) That no nuisance, unreasonable noise or disturbance is created that might affect the site or environs.
- (iii) That no pollution is caused to watercourses.
- (iv) That none of the workmen commit trespass.

3.10. Residual Risk from flooding.

There is a risk of flooding to NRV locations due to:

- High tides
- Flood events
- Flood events which overwhelm the FRS infrastructure (> design flood protection), which is outside the control of CCC.

It is anticipated that the works will be undertaken during low water levels where possible. The Contractor shall consider timing of the maintenance tasks to coincide with appropriate water levels & liaise with CCC in advance of site works.

4. SCOPE OF WORKS

4.1. *General Requirements*

For the duration of contract, the Contractor shall be nominated PSCS and will be solely responsible for the maintenance of the Non-Return Valves on the West Cork Flood Relief Schemes.

4.2. *Drawings/ Specifications/Schedules*

The locations & details of the non-return valves installed on the scheme are detailed in Volume D – Information Pack. Any additional information deemed relevant is also attached in Volume D.

4.3. *Proposed Works*

As noted in Section 2.5 above, routine maintenance is required on the non-return valves on the Flood Relief Schemes to avoid or delay the deterioration of the valves and/or return the valves to an acceptable maintenance condition. The purpose of the maintenance is to ensure the reliability and correct functioning of the non-return valves in the periodic event of a flood. This routine maintenance is required bi-annually (twice a year).

4.3.1. *General description of the Flood Relief Schemes*

The following is an overview of the 3 schemes;

4.3.1.1. *Skibbereen FRS*

The Skibbereen FRS comprises of 217 No. non-return valves (NRV) with nominal sizes ranging from 50mm to 1800mm, which have been fitted to existing outfalls and outfalls constructed as part of the scheme.

There are 11No. critical Non-return valves in the scheme, which CCC personnel check prior to a flood event.

The non-return valves installed consist of

- Duckbill style check valves
- Hinged flap valves
- In-line non-return valves

The locations, details & schedule of the non-return valves installed on the scheme are detailed in **Volume D – Information Pack**.

Please note that 3No. NRVs are located at a property upstream of Skibbereen town. An Eircode has been listed for this property in the schedule.

Also on the Skibbereen FRS there are a number of NRV's along the River Ilen flood defence wall at the back of North Street and Bridge Street-West Cork Hotel section that may require boat access to maintain, however the contractor is to assess these locations and proposed his/her own method of access.

Small Diameter NRVs Mill Road & Schull Road.

Please note that a number of 100-150mm inline valves have been replaced with duckbill valves, along Mill Road & Schull Road under another contract. a small number of existing inline valves in both locations are to also be replaced. IL Valves to be replaced are 003, 004 & 005 Mill Rd and 5, 6, 11, 12, 18, 19 & 20 Schull Rd. These are noted in the NRV schedule. At the time of writing these NRV's are not yet done however this work will be completed under the replacement contract. The appointed Contractor for the West Cork FRSs NRV maintenance will be updated with the progress of same.

Schull Road Pumping Station Hinged Flap Valves.

At the Schull Road Pumping Station constructed as part of the scheme there are 3No. large hinged Flap Valves or gates – see photo below.



Photo: Schull Rd – HFV 13, 14 & 15

Check valves for debris are installed on the bottom of the doors.

The area in front of valves/gates (downstream) shall be kept free of silt and debris to allow free passage of water under non flood conditions. The price for maintaining these valves shall include the cost of clearing in front of the valves/gates.

At the upstream face of these valves/gates is a silt chamber, which can be access via the pumping station compound. An openable grating is at the top of this chamber. This chamber behind valves/gates shall be cleared of build up (silts, gravel, etc) by the Contractor.

Drawings of the Pumping Station construction has been included for information purposes, which details this chamber. Access to the Pumping Station shall be arranged with the Client.

The clearing of this chamber is itemised separately in the Pricing Document it is anticipated that this chamber will be cleaned once a year. A frequency of once a year has been included in the Pricing Document (1 x 3years), however if more cleaning is required it shall be paid on a pro rata basis.



Photo: Schull Road Pumping Station



Photo: Schull Road PS (Gogle Maps)



Photo: Schull Road PS Silt Chamber

4.3.1.2. Bandon FRS

The Bandon FRS comprises of 145 No. non-return valves (NRV) with nominal sizes ranging from 50mm to 1800mm, which have been fitted to existing outfalls and outfalls constructed as part of the scheme.

There are 6No. critical Non-return valves in the scheme, which CCC personnel check prior to a flood event.

The non-return valves installed consist of

- Hinged flap valves
- In-line non-return valves

The locations, details & schedule of the non-return valves installed on the scheme are detailed in **Volume D – Information Pack**.

Please note that certain NRV's within outfalls discharging from the quay walls in the vicinity of McSwiney's Quay were installed using an overbridge MEWP (mobile elevated work platform) and this may be required for maintenance, however the contractor is to assess this and proposed his/her own method of access.

4.3.1.3. Clonakilty FRS

The Clonakilty FRS comprises of 41 No. non-return valves (NRV) with nominal sizes ranging from 100mm to 600mm, which have been fitted to existing outfalls and outfalls constructed as part of the scheme.

There are 6No. critical Non-return valves in the scheme, which CCC personnel check prior to a flood event.

The non-return valves installed consist of

- Duckbill style check valves
- Hinged flap valves
- In-line non-return valves

The locations & details of the non-return valves installed on the scheme are detailed in **Volume D – Information Pack**.

4.3.2. Maintenance Works

In addition to the works items specified elsewhere in these documents, the Contractor shall undertake the following items:

4.3.2.1. Bi-Annual Routine Maintenance:

The Contractor shall carry out the following specific maintenance requirements for non-return valves as follows:

A - General Operation/ Visual Inspection:

A visual inspection of all non-return valves to ensure their proper working order. The valves in the scheme are:

- rubber duckbill check valves;
- inline rubber check valves
- HDPE hinged flap valves

Valve sizes vary from 50 to 1,800mm in diameter.

All valves are to be fully opened and then released to determine that they return to the fully closed position with a watertight seal.

Vegetation control to be undertaken at outfalls.

B - Cleaning:

Cleaning shall comprise the removal of dirt from the exposed components with a damp cloth and the removal of all debris from the valve apertures and hinges to ensure the valve closes and forms a watertight seal. Debris in the associated upstream pipe and debris build up/ obstructions in front of the outfall that is a risk to the proper functioning of the valve should be removed where visible. Vegetation encroaching in the vicinity of the valve should be cut back.

In locations where the inlet of the NRV(s) are close by i.e. short section of culvert through an embankment or under a road the inlet locations shall also be maintained.

C - Inspection/ Repairs to Seals:

Inspection of seals. Damaged seals are to be replaced in accordance with the Data Sheet instructions included as **Volume D – Information Pack**.

D - Repairs/Replacements:

Inspection to check for broken components or blockages. The routine maintenance is to include any minor repairs to valve components including the repair and replacement of covers, tightening and/or replacement of minor moving parts – nuts, bolts and screws. Greasing of hinges.

Please note that CCC has a small stock of small diameter (100-150mm) NRV's in Skibbereen FRS that will be made available to the Contractor if replacements are required. However this will be done on a case-by-case basis and agreed with the Client.

Costs for replacement of parts/materials shall be chargeable to the client.

E - Reporting:

Following each maintenance event (biannual maintenance), a detailed report is to be submitted to Cork County Council. This report shall also highlight any significant defects encountered, works undertaken & give any additional comments or recommendations.

The report shall incorporate all completed checklists and shall include photographs of any defects discovered and photographs of subsequent completed repairs to these defects (Refer to Item D above).

Photographs are also to be provided of any significant defects encountered that would require replacement or repair from component manufacturer. (Refer to Item F below).

Please note that the Scheme Schedule files in Volume D – Information Pack can assist with the compilation of the records &/or a format can be agreed with the Client following appointment.

F - Highlighting Significant Defects:

The routine maintenance includes for minor repairs and replacements. However, significant defects may require new parts or complete replacement and/or repairs from the component manufacturer. In this case the routine maintenance reporting (Item F above) is to detail the extent of the defect encountered including photographs.

If a significant defect is highlighted &/or a replacement of a NRV is needed, the Client may request a quotation from the appointed contractor to carry out this work. This will be on a case-by-case basis.

Costs for replacement of parts/materials shall be chargeable to the client.

4.3.2.2. Callout Maintenance:

Ahead of a flood event and/or outside of the bi-annual maintenance scenario, CCC may become aware of non-return valve(s) which may need maintenance. As noted in Section 4.3.1 above, along with general NRVs there are a number of critical NRVs in some schemes.

If CCC become aware of an issue with valves during the contract, the contractor shall be contacted by CCC. The contractor shall attend site within a minimum of 24 hours from time of contact.

A call out charge is included in the attached Pricing document. This charge shall be for the mobilisation to site & the relevant NRV maintenance rate shall be applied if the work required is general maintenance. If the works are more substantial this will be dealt with on a case-by-case basis agreed with the Client.

As the frequency of this element of work is unknown, for pricing purposes 2No. callouts per scheme shall be used. If more or less call outs are required a pro rata of the rate will be used.

4.3.2.3. Other Works

The following are a number of items of discrete work outside of the maintenance elements.

i. Skibbereen FRS – Stoplogs at Lower Caol 01-IL, 1800mm at WA15.

As part of this contract works are required at 1No. large diameter NRV is the Skibbereen FRS. This work involves the installation of a stop-log system to assist with maintenance of the existing large diameter NRV (1800mm) going forward.

At Design Stage, given the nature of the upstream catchment, maintenance of this NRV was envisaged to be undertaken at low water levels similar to those in the Photo No. 1. However, during a previous maintenance inspection of the NRV, a tree branch was lodged under the flap (keeping it partially open) and this was not visible until dewatering was undertaken which required the construction of temporary dams both in front of and behind the NRV. Given this experience and the NRV size there is potential for significant infiltration to the 'dry' side during flood events in the event of the NRV not functioning properly. On this basis, the provision of a stoplog/penstock arrangement to facilitate regular inspection and maintenance of this NRV is required.



Photo: NRV 01-IL – Caol Stream Lower, WA15, taken upstream

The works involve installation of a penstock at the front (downstream) face of the 1.8m diameter opening and stoplogs to the rear (upstream) on the R.C structure - rectangular opening c. 2.5m wide on photo above.

Penstock to be ORBINOX MU Penstock 1300x1300 – 4000x4000 or similar.

Stoplogs to be ORBINOX SA Aluminium Stop Log or similar.

Products to be agreed with Client prior to ordering & installation.

It is anticipated that pumping would be required for maintenance work at this NRV. It is anticipated that an existing FRS mobile pump would be utilised by the Contractor for this. The Contractor to liaise with local CCC to arrange pumping.

ii. Skibbereen FRS – Removal & Disposal of Deposited material from Townsend Street U-channel & Culvert

Material, such as gravels, debris, etc, has periodically built up in the U-shaped channel and culvert under Townsend Street, Skibbereen. The scheme consultants are working on proposals to mitigate the material arriving at this

location (scour upstream) along with designing a course screen and gravel trap upstream of the U-shaped channel. However ahead of this works being carried out material will need to be removed to ensure effective operation of the culvert and flood defences in this area.

The following works are required:

- Removal and disposal of deposited gravels & debris in the concrete U-Channel and Townsend Street culvert to the chamber access just inside Drainagh Co-op gate (grating over chamber at this location).
- This work will involve working in a live stream and may require over pumping. Please note that CCC has access to mobile pumps which could be utilised in this operation. The level of the stream will be critical in this operation and it is preferable that the work is undertaken during low water levels.
- The quantity of material removed will have to be documented and given to CCC on completion.

The clearing of this channel & culvert is itemised separately in the Pricing Document. The pricing has been split into 2 items F2.1 'Site attendance, mobilisation & Setup' & F2.2 'Removal & disposal of deposited material'.

It is anticipated that this area will be cleaned once a year. A frequency of once a year has been included in the Pricing Document (1 x 3years), however if more cleaning is required it shall be paid on a pro rata basis.

This location has been cleared on a number of occasions previously. An estimation of volume removed based on these works has been used in the pricing document. If more or less volume is removed a pro rata of the rate will be used.



Photo: Townsend Street U-Channel & Culvert



Photo: Townsend Street U-Channel & Culvert (construction photo). Chamber access visible just inside Drainagh Co-op gate

See Volume D- Information Pack for details of the U-Channel & culvert.

iii. Clonakilty FRS – Removal of Deposited material from Flow Control Structure

The Clonakilty FRS includes a flood storage area upstream of the town. An embankment with automated penstock system & monitored river level gauges is in place. The embankment & penstocks are known as the Flow Control Structure (FCS). When the flows in the River Feagle & tributaries reach predetermined levels the penstock closes to restrict the flow going down through the town.



Photo: Clonakilty FRS – Flow Control Structure.

It is anticipated that material, such as gravels, debris, etc, will periodically built up in the FCS channel and will need to be removed. It is anticipated that this may be in the form of gravels, tree trucks, etc.

To date this work has not yet been needed at the location, however the Client seeks a cost from the Contractor for works to remove a nominal amount of gravel/debris at this location.

The Contractor shall liaise with CCC staff for this work as the FCS automated penstocks will have to be operated manually during this period.

The following works are required:

- Removal and disposal of deposited gravels or debris in FCS Channel. Upstream & downstream of the penstocks.
- This work will involve working in a live river.
- There is now a dedicated ramp/slip for machinery into this channel. The Contractor will have to address access in his method statement for this work.
- Discussions and agreement on the works to take place with the Client prior to commencement.
- The quantity of material removed will have to be documented and given to CCC on completion.

The clearing of this channel is itemised separately in the Pricing Document. The pricing has been split into 2 items F3.1 'Site attendance, mobilisation & setup' & F3.2 'Removal & disposal of deposited material'.

For the purposes of pricing, it is anticipated that this area will be cleaned once a year. A frequency of once a year has been included in the Pricing Document (1 x 3years), however if more cleaning is required it shall be paid on a pro rata basis.

As noted above no cleaning has occurred to date at this location, therefore an estimation of volume removed has been used in the pricing document. If more or less volume is removed a pro rata of the rate will be used.

See Volume D- Information Pack for details of the FCS.



Photo: Clonakilty FRS – Flow Control Structure.



Photo: Clonakilty FRS – Flow Control Structure.

5. NOTIFICATIONS AND PERMITS

5.1. *Special Areas*

The following is a summary of the 3 locations:

Skibbereen FRS

The works are not within an environmentally designated area, however it is upstream of the Roaringwater Bay and Islands SAC (Site Code 0101).

The works site is located in/adjacent to the River Ilen and its tributaries. Therefore it is critical that measures for prevention of pollution should be included in method statements.

CCC have undertaken a preliminary AA Screening for the works and it has been found that the works are not likely to have a significant effect on a European site (Natura 2000 site). Therefore it is considered that a Stage 2 Appropriate Assessment is not required.

Bandon FRS

The works are not within an environmentally designated area. However the works site is located in/adjacent to the River Bandon and its tributaries. Therefore it is critical that measures for prevention of pollution should be included in method statements.

Clonakilty FRS

The works are within an environmentally designated area, the Clonakilty Bay SAC (Site Code 000091).

The works site is located in/adjacent to the Clonakilty Bay, River Feagle and its tributaries. Therefore it is critical that measures for prevention of pollution should be included in method statements.

CCC have undertaken a preliminary AA Screening for the works and it has been found that the works are not likely to have a significant effect on a European site (Natura 2000 site). Therefore it is considered that a Stage 2 Appropriate Assessment is not required.

This screenings shall be reviewed following appointment of contractor and receipt of method statement(s).

5.2. *Inland Fisheries of Ireland (IFI)*

In all 3 locations the rivers are important Fisheries waterbodies. During the course of the contract, the Contractor shall ensure that no deleterious materials shall be deposited into any water. The Contractor shall comply with the requirements of the River Pollution Protection Act, Waste Management Acts, Public Health Acts, Fisheries Acts and all enabling Regulations pertaining to these Acts.

5.3. *National Parks and Wildlife*

As noted above in Section 5.1, the works locations are within , adjacent to or upstream of special designated areas. During the course of the contract, the Contractor shall ensure that no deleterious materials shall be deposited into any water. The Contractor shall comply with the requirements of the River Pollution Protection Act, Waste Management Acts, Public Health Acts, Fisheries Acts and all enabling Regulations pertaining to these Acts.

5.4. *Forestry Service*

It is not considered that works will involve removal of trees.

5.5. *Other Permits*

Materials removed from the works site (if any) will be transported to an approved licensed/permitted facility. Details are to be provided to Cork County Council prior to commencement on site.

5.6. *Coordination with other 3rd Parties*

During the contract the Contractor shall:

- Liaise with Cork County Council staff, and other relevant service providers in the area.
- Liaise with Skibbereen Flood Relief scheme designers, RPS Consultant Engineers.
- Liaise with other Contractors.

Other works relating to each flood scheme may be occurring during the contract period. The Client shall endeavour to inform the appointed contractor of these works. Please note that the Client can only inform the Contractor of Flood Relief scheme specific works and will not be responsible for informing the Contractor of any other 3rd party Contract.

At the time of writing the following are a list of Flood Scheme contract/works that will be taking place during the contract period:

- Operation tasks relating to each scheme – all 3 schemes.
- Landscaping maintenance works - all 3 schemes.
- Invasive Alien Plant Species Surveying & treatment – all 3 schemes.
- M&E Pumping Station Maintenance – all 3 schemes.
- Replacement of 2No.existing culverts on Mill Road & Carrig Road, Skibbereen.
- Installation of sheetpiled flood wall & walkway at Levis Quay Skibbereen.
- Installation of Rock Revetment along bank of Ilen River in the vicinity of North Street Carpark, Skibbereen.

Non-FRS works schedules to take place during the contract period:

- N71 Drainage & Culvert replacement.
- Castletownsend Road culvert replacement.

It is envisaged that the works listed above will have little or no impact on the West Cork FRS NRV Maintenance Contract. The Client will advise the appointed Contractor of works underway at the time of NRV maintenance.

6. RESTRICTIONS AND OBLIGATIONS

6.1. *Limitations on working hours*

Normal working hours shall be restricted to between 8am to 5pm Monday to Friday and shall exclude public holidays. No site work will be permitted outside these hours unless otherwise agreed with the Employer. The restrictions in relation to access during peak traffic periods (8.30 am to 9.30am) are again noted in this regard.

6.2. *Hoardings, fences, screen, temporary roofs, advertising rights*

If temporary works, traffic management, etc is required, the Contractor shall secure the site from Public access during and after works hours.

6.3. *Execution of work in a specific order*

n/a

6.4. *Road closure restrictions, alternative route restrictions.*

It is note envisage that road closures or diversions will be required during the contract, however the Contractor shall assess the works and consider the works when completing the method statement(s) for the works.

6.5. *Temporary accommodation and facilities for the use of the Employer including heating, lighting furnishings and attendance details*

n/a

6.6. *Installation of telephones, fax machines for the use of the Employer*

n/a

6.7. *Any other obligation or restriction*

When carrying out the works, the Contractor must liaise with Cork County Council to arrange a mutually convenient time to carry out the works under strict supervision.

All operators must be in a position to communicate effectively in the English language.

7. HEALTH AND SAFETY

7.1. General

From the date of issue of the Letter of Acceptance The Contractor shall be appointed Project Supervisor (Construction Stage) in accordance with the provisions of the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction Regulations) SI 291 of 2013, for the construction stage of this contract. This appointment covers all construction works on the project including specialist works carried out as part of this Contract.

For the duration of contract, the Contractor shall be nominated PSCS and will be solely responsible for the maintenance of the Non-Return Valves on the West Cork Flood Relief Schemes.

The Contractor will be required to prepare their developed Safety & Health Plan, specific method statements, risk assessments and traffic management plans for the works included in this brief and these shall all be submitted to the Employer, Gardai as appropriate etc. prior to implementation. All health, safety and welfare measures required under or by virtue of the provision of any enactment or regulation or working role relevant to the construction industry are complied with in accordance with the provision of the Factories Act 1955, the Construction (Safety, Health and Welfare) Regulations 1975, the Safety in Industry Act 1980 and the Safety, Health and Welfare at Work Act 2005, the General Applications Regulations 2007 and with the Safety, Health and Welfare at Work (Construction) Regulations 2013 (S.I. No. 291 of 2013) and any amendment thereof shall be complied with.

The Contractor shall ensure that the cost of this duty is covered in the sum allowed in the Schedule of Rates (Volume C – Pricing Document).

A pre-tender preliminary Health and Safety Plan is included in the Information pack of the Instructions to Tenderers.

Cork County Council shall undertake an assessment of competence of the Contractor for the role of Project Supervisor Construction Stage (PSCS) prior to appointment, and appointment shall be subject to meeting the standard requirements. *Please note that the appointment of PSCS shall be formalised (signed) by both parties at appointment.*

Following appointment, a Pre-Commencement Health & Safety kick-off meeting will be held between the Client and the Contractor.

7.2. Appointment of PSDP

Cork County Council

7.3. Appointment of PSCS

The Contractor

7.4. Duties of the PSDP

- Identify hazards arising from the design or from the technical, organisational, planning or time related aspects of the project;
- Where possible, eliminate the hazards or reduce the risks;
- Communicate necessary control measure, design assumptions or remaining risks to the PSCS so they can be dealt with in the safety and health plan;
- Ensure that the work of designers is coordinated to ensure safety;
- Organise co-operation between designers;
- Prepare a written safety and health plan for any project where construction will take more than 500 person days or 30 working days or there is a particular risk and deliver it to the client prior to tender;
- Prepare a safety file for the completed structure and give it to the client;

- Notify the Authority and the client of non-compliance with any written directions issued. The PSDP may issue directions to designers or contractors or others.
- Comply with legislative requirements

7.5. **Duties of the PSCS**

- Submit a copy of their Safety Statement two weeks before commencement of the Contract, to include a Safety Policy and Safe Working System
- Apply general principles of prevention
- Carry out Risk Assessment and establish Safe Systems of Work.
- Other duties as recognised in the Guidelines on the Procurement, Design and Management Requirements of the Safety health and Welfare at Work (Construction) Regulations 2006, including:
 - Co-ordinate the implementation of the construction regulations by contractors.
 - Organise co-operation between contractors and provision of information.
 - Co-ordinate the reporting of accidents to the Authority.
 - Notify the authority before construction commences where construction is likely to take more than 500 person days or 30 working days. (A.F. 2 Form)
 - Provide information to the site safety representative.
 - Co-ordinate the checking of safe working procedures.
 - Co-ordinate measures to restrict entry on to the site.
 - Co-ordinate the provision and maintenance of welfare facilities.
 - Co-ordinate arrangements to ensure that craft, general construction workers, and security workers have a safety awareness card, e.g. Safe Pass and a Construction Skills card where required.
 - Co-ordinate the appointment of a site safety representative where there are more than 20 persons on site.
 - Appoint a safety advisor where there are more than 100 on site.
 - Provide all necessary safety file information to the PSDP.
 - Monitor the compliance of contractors and others and take corrective action where necessary.
 - Notify the Authority and the client of non- compliance with any written directions issued.

The PSCS may issue directions to designers or contractors

7.6. **Legislation**

The Contractor must comply with all relevant legislation pertaining to the works, including all applicable and relevant laws, regulations and administrative provisions.

The Contractor must comply with all relevant legislation pertaining to the works, including:

- All applicable and relevant laws, regulations and administrative provisions.
- The Safety, Health and Welfare at Work Act 2005, and Safety, Health and Welfare at Work (Construction) Regulations 2013 and all amendments.

In addition to the works specified elsewhere in the tender documents, the Contractor shall be responsible for the following items prior to and throughout the course of the Contract:

- A Developed Safety and Health Plan
- A Site-Specific Temporary Traffic Management Plan(s), if required.
- A Site-Specific Method Statement / Risk Assessment;
- Method statements for all specialist plant & equipment, if required.
- CSCS cards and details of all relevant training for personnel involved in works or service provision.
- Quality Assurance
- Liaison with Cork County Council Staff.
- Liaison with 3rd parties as identified elsewhere in this document.

7.7. Safety, Health and Welfare at Work Act

The Safety, Health and Welfare at Work Act, 2005 places obligations in regard to health and safety at work on employers and employees.

The attention of Tenderers is drawn to the obligations arising under the relevant clauses of the Safety, Health and Welfare at Work (General) Regulations 2007 (SI No. 299 of 2007) (as amended) and to the obligations arising under the Safety, Health and Welfare at Work (Construction) Regulations 2013.

The Contractor shall be required to examine & test lifting equipment in line with Safety, Health and Welfare at Work (General) Regulations 2007, i.e. complete GA1 & GA2 forms. The contractor shall provide information on training and experience on undertaking such tests/checks and this competency shall be assessed prior to appointment.

The Tender Price shall include all costs, which may be incurred by the successful Tenderer in complying with its obligations pursuant to the 2005 Act and the relevant safety regulations and codes of practice.

The Tender Price shall include all costs, which may be incurred by the successful Tenderer in complying with current Government, HSE & CIF Covid-19 guidelines.

7.8. Potential Health and Safety Risks to Consider

The contractor is responsible for carrying out their own risk assessment for the works. The risk assessment should, at a minimum, consider the following:

- Drowning;
- Working in or above water.
- Weil's disease;
- Fall from height;
- Slips, trip and falls;
- Electrocution;
- Manual Handling;
- Exposure to hydrocarbon fuels;
- Work Involving the Assembly or Dismantling of Heavy Prefabricated Components;
- COVID-19;
- Fire;
- Working adjacent to live vehicular traffic;
- Members of the public.

As noted in Section 4.3.1, in Bandon FRS certain NRV's within outfalls discharging from the quay walls in the vicinity of McSwinnery's Quay were installed using an overbridge MEWP (mobile elevated work platform) and this may be required for maintenance, however the contractor is to assess these locations and proposed his/her own method of access.

Also noted in Section 4.3.1, on Skibbereen FRS there are a number of NRV's along the River Ilen flood defence wall at the back of North Street and Bridge Street-West Cork Hotel section that may require boat access to maintain, however the contractor is to assess these locations and proposed his/her own method of access.

7.9. Method Statement

Before any work commences, detailed method statements relating to the contractor temporary works and construction methodology must be submitted to the Employers representative for approval.

Method statements shall include, at a minimum:

- a) Site constraints
- b) A site-specific risk assessment for works and traffic management (if applicable), which will be signed by all relevant personnel
- c) Proposed methodology for execution of the works

- d) Proposed location of access for all labour and equipment, equipment facilities, special specification restraints, health and safety issues etc.
- e) Compliance with COVID-19 work practices
- f) Temporary Works Design Certificates where necessary

The successful Tenderer shall submit a construction method statement which will include the following documents prior to appointment:

- g) A traffic management plan, if applicable.
- h) A company safety statement
- i) A developed Construction Health & Safety Plan (COVID-19)
- j) Method statements for the works (COVID-19)
- k) CSCS cards and details of all relevant training for personnel on site
- l) Company tax clearance cert
- m) Evidence of insurances as requested in this document.

7.10. Health and the Environment.

The Contractor shall take all necessary precautions to avoid injury to public health, animal health and the surrounding environment. Particular care shall be taken to prevent the discharge of deleterious material to watercourses and streams. The Contractor shall rigorously conform to the provisions of Local Government (Water Pollution) Act, 1977 and subsequent amendments. He shall take particular care in disposing of water from excavations, washing, flushing or testing to ensure that no damage is caused to existing watercourses by erosion, siltation or contamination and shall be liable for making good any such damage to the satisfaction of the Employer's Representative.

7.11. Safety tours of Inspection

The Contractor shall cooperate with any CCC representative performing a safety tour of inspection.

8. Insurances

8.1. Required Insurance Cover

The following is a list of the insurances required by the Client;

Insurance Type	Levels Required
Employers Liability	€13,000,000
Public Liability	€6,500,000
Product Liability	€NA
Professional Indemnity	€NA
Other	€NA

8.2. Required Insurance Documentation on Appointment

The following written confirmation & evidence is required by the Client on appointment:

- Confirmation of the above listed insurance types & levels are in place.
- Confirmation that all the activities that the Contractor will be undertaking are included within the Business Description on our policy.
- Confirmation that there is an indemnity to Cork County Council included in the Contractors policy e.g. an 'indemnity to Principals' clause or a specific indemnity to Cork County Council.
- CONTRACTORS/SUPPLIERS not based in the Republic of Ireland must provide evidence that the Territorial and Jurisdiction limits include the Republic of Ireland. If this is applicable, I confirm that I will provide such evidence.
- Resubmission to the Client of insurance details & above listed associated confirmations is required on policy renewal.

9. INSTRUCTIONS FOR ECONOMIC OPERATORS QUOTING

9.1. *Currency and Payments*

The currency and invoices in which all prices and rates shall be quoted, and which payments under the contract will be paid, shall be Euros (€).

All prices and rates quoted should be exclusive of VAT.

Works on the 3No. schemes shall be invoiced separately. When invoicing the presented costs for Preliminaries shall be split equally between the 3No. Schemes.

Invoices shall be submitted by the successful economic operator as set out in the contract, or as otherwise agreed by the parties. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the service provider.

The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The standard method of payment used is Electronic Funds Transfer.

The Successful Economic Operator must agree to accepting a reduced payment of non delivery of a deliverable under the contract, or failure to deliver on time, or failing to agree with a service level agreement

9.2. *Confidentiality*

The distribution of the quotation documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Economic operators are required to treat the details of all documents supplied in connection with the quotation process as private and confidential.

9.3. *Conflict of Interest*

Any conflict of interest involving an economic operator (or economic operators in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the economic operator and The Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the quotation submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the economic operator, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an economic operator or invalidate an award of contract, depending on when the conflict of interest comes to light.

9.4. *Tax Clearance Certificate*

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

9.5. *Withholding Tax*

Relevant payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

9.6. *Freedom of Information Acts*

Economic operators should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Economic operators are asked to consider if any of the information supplied by them in their Quotation should not be disclosed because of its confidentiality or commercial sensitivity. If economic operators consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, economic operators must, when providing such information, clearly identify the specific sections of their quotation containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt economic operators may not assert confidentiality or commercial sensitivity over the entire quotation but must clearly identify the specific section containing such information. If economic operators do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the economic operator. The Contracting Authority will, where possible, consult with economic operators about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

9.7. *Data Protection*

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Quotation.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Quotation Response Document (QRD) that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

9.8. *Interference and Inducement to Purchase*

Any effort by the economic operator to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of quotations and in decisions concerning the Award of Contract shall have their quotation rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

9.9. *Replacement Personnel*

Notification must be sent in writing (by post or electronic means) as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

9.10. Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this quotation. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful economic operator).

9.11. Responsibility of successful party

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

9.12. Resources

The economic operator must satisfy Cork County Council that they have sufficient resources to carry out any contact offered as a result of this competition.

9.13. Legal format

Tenders will only be considered from concerns that are Legal Entities recognisable in Irish Law.