

Section 2.2 Pre-Tender Reports

Overview

Introduction This section describes the reports the Employer has to consider prior to and during the preparation of the tender invitation documents and also during the tender period itself.

Purpose The Employer will be required to publish some reports with the Invitation to Tender and the content of the reports will influence the form of contract used when the tender is awarded.

In this section This section deals with the following topics:

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2.2.1 General Requirements

Site Reports For both traditional and design-and-build contracts the Employer should carry out preliminary site and archaeological investigation works at his expense.

Traditional contract In a traditional contract, the Employer should make available in the Works Requirements detailed design information and all known information where appropriate as background information in relation to any potential risk. This enables the Employer to transfer risk to the Contractor at an economical cost.

Design-and-build contract In the case of a design-and-build contract, the level of detail contained in the site reports is not as great as that for traditional contracts. The output specification setting out the functional requirements of a facility that is required, together with a preliminary site investigation and archaeology report (where appropriate) given as background information, will usually be sufficient. The Contractor controls the development of the design as well as the construction activity on site, and is therefore better placed to manage, control and/or mitigate through avoidance, the impact of any site-related risks.

2.2.2 Archaeology and Special Interest Areas

Expert advice Employers are strongly advised, at feasibility stage, where the works are to be located in archaeological sensitive locations, to seek expert advice and make contact with the National Monuments Section (NMS) of the Department of the Environment, Heritage and Local Government, which is responsible for the identification and designation of sites through the Archaeology Survey of Ireland. The NMS is also responsible for the implementation of protective and regulatory controls (including the licensing of excavations) under the National Monument Acts.

In the event that the works might affect a designated site or area of archaeological potential, employers should take account of the NMS *Framework Document on the Principles for the Protection of the Archaeological Heritage*. Where the NMS requires it, a preliminary archaeological assessment should be undertaken. A site investigation should also be carried out if this is considered necessary.

National Monuments Section

The NMS contact details are:
National Monuments Section
Department of the Environment, Heritage & Local Government
Dún Scéine
Harcourt Street
Dublin 2
Telephone: (01) 411 7100

**Licensing/
planning
requirements**

The Employer and the Contractor, in consultation with the NMS, must comply with whatever licensing or planning requirements are in force.

Archaeological risk

The Employer should allocate archaeological risk to the Contractor when the Employer, having completed a preliminary site investigation in compliance with the NMS Framework, decides that there is no risk, or that the risk can be easily assessed and priced. Where practicable, archaeological sites should be assessed by way of separate contracts in advance of the main contract.

Areas of special interest

An employer should at feasibility stage have regard to all other areas of special interest designated by other statutory authorities and consult with those authorities to establish any constraints that apply.

2.2.3 Site Investigation

Traditional contract

In traditional contracts where excavations are required, the project should be subjected to a site investigation that is carefully designed, executed and documented.

Investigations should take place as early as possible to enable designs to be comprehensively defined and detailed, and based on factual ground information.

Design-and-build contract

In Design-and-build contracts, the primary purpose of site investigations is to facilitate design. The scope of the site investigation should be proportional to the scale of the works involved and should be based on sound cost-benefit analysis. The scope and techniques employed in site investigation programmes will vary according to the works and the variability of local ground conditions and will always be site specific.

Standards, staffing and supervision

All tests, descriptions and reporting procedures should be in accordance with current relevant codes of practice and should be clear and unambiguous.

In all but the smallest projects, the Employer should use experienced specialist site investigation contractors and should select them by competitive tender. Selected site investigation contractors should only employ trained and experienced operators and supervisory staff to ensure quality and integrity of information.

Site investigations are normally carried out by specialist site investigation contractors on the basis of specification documentation prepared by the design engineer. Serious consideration should be given to having these investigations supervised by the Employer's representative (ER) or another suitably qualified and competent person. Particular attention should be paid to correctly recording factual information in the log book to ensure that the quality and integrity of the information is maintained. The investigation work should be the subject of a separate contract.

Site investigation works should be properly supervised by the site investigation contractors in the first instance.

2.2.4 Ground conditions

Traditional contract

Employers should be careful how below-ground design information is presented in tender documentation, particularly in relation to depths or datum levels for strata to be encountered. Such information could be provided as background information (for example, as an *aide memoire* annexed to the Invitation to Tender).

Design-and-build contract

In a design-and-build contract the site investigation report, supplied as background information by the Employer, is only a preliminary report and, if necessary, may be augmented with additional information obtained by the tenderers so that they can reasonably predict the ground conditions to be encountered.

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2.2.5 Utilities

Survey results The site surveys/investigations will normally identify electricity transformers, cables and connections, gas mains and pipes, telecommunications cabling and water and waste water pipes. Where utilities have to be diverted, the work should be identified in the Works Requirements and the cost (as priced by the Contractor or utility company) should be included in the tender price.

Traditional contract In the case of traditional contracts the Employer assesses the results of site survey/investigations and decides how to allocate the risk of unforeseeable utilities arising on the site.

This decision is documented in the Schedule (Part 1K) indicating whether the presence of unforeseeable utilities is to be a compensation event or a delay event only. Likewise, (except in the Minor Works contract) the Employer must state in the Schedule whether delay by the owners of utilities on the site in relocating or disconnecting the utilities is to be a compensation event, or just a delay event. Employers should adopt a practical approach to the issue of utilities. In some cases, a separate enabling works contract to relocate utilities in advance of the main contract may be advisable.

Design-and-build contract In design-and-build contracts the Contractor should assess the site survey/investigation for unforeseeable utilities as the Contractor carries the financial burden of this risk if it materialises. The Employer must identify in the Schedule (Part 1K) whether the costs risk of failure or delay by the owners of utilities to relocate or disconnect the utilities is to be passed to the Contractor.
