



PLANNING and BUILDING UNIT

Design Team Procedures

Third Edition, August 2007

Revision 1 dated 19th February 2008

**Planning & Building Unit
Department of
Education and Science
Tullamore, Co. Offaly.**

**Telephone: (057) 9324300
Fax: (057) 9351119**

Web: <http://www.education.ie>

Applicable to all Capital Works projects funded in part or in total by the Department of Education & Science (unless otherwise stated) where the Design Team was appointed after 1st August 2007.

(Where the Design Team was appointed prior to 1st August 2007 the [Design Team Procedures, Second Edition, August 1983](#) and associated Practice Notes and any [Design Team Procedures \[DTP\] circulars](#) which have amended or updated the 1983 edition.)

List of Revisions

Revision 1
Dated 19th
February 2008

Addition of **Clause 4.28(j) Payment by Contractor for temporary utilities (water, electricity, gas, telecommunications, etc.) consumed during the works.**

Text:

The Preliminary Section of the Bill of Quantities shall also include appropriate clauses regarding payment by the Contractor for temporary utilities (water, electricity, gas, telecommunications, etc.) consumed during the works as follows:

(i.) Greenfield Site

Main Contractor to pay all costs (connection fees, connections, standing charges, bills, disconnection, re-instatement) and comply with all requirements.

(ii.) Works within or adjacent to an existing functioning school:

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

The meter reading for the appropriate utility should be jointly read, recorded and agreed by the Contractor and the School not later than 10 days before an application for payment by the Main Contractor. The amount due from the Contractor to the school (on presentation of Invoice by the School) should be the number of units consumed in the billing period multiplied by the full cost per unit of the particular utility including VAT to be paid within 30 days.

If the Contractor fails to honour a valid invoice the Contract terms should permit the Employer's Representative to deduct the amount so due from any monies owed or which may become due to the Main Contractor

Contents

1.	Introduction	5
1.1	Application	5
1.2	Project Stages	5
1.3	Approvals	6
1.4	Terms of Engagement	6
1.5	Stage Fee Payments	8
1.6	DoES Technical Guidance Documents	9
1.7	Energy Performance Directive 2002/91/EC	9
1.8	Responsibility of the Design Team	9
1.9	Construction Contracts	9
1.10	Stage Submissions	10
1.11	Project Administration	11
1.12	Health & Safety	12
1.13	Area Limits	13
1.14	Cost Limits	13
1.15	Basic Building Cost	13
1.16	External Works Allowance	14
1.17	Abnormal Works	14
1.18	Work to Existing	14
1.19	Fixed Furniture and associated fittings	14
1.20	Allowable limits/viability thresholds	15
1.21	Contingencies	15
1.22	Pre-Planning & Cost Control Procedures	15
2.	Project Brief	16
2.1	Brief formulation	16
2.2	Additional Floor Area/ Works	17
3.	Stage 1 – Preliminary Design	18
3.1	Objectives	18
3.2	Health & Safety	18
3.3	Project Viability	19
3.4	Review of Brief	19
3.5	Assessment of Site & Location Suitability (New Build)	20
3.6	Sub-Soil Investigations	21
3.7	Topographical Survey	22
3.8	Archaeology, Special Conservation areas, protected structures/ etc	22
3.9	Scope of essential Work to Existing Buildings	23
3.10	Consultation with Statutory Authorities	24
3.11	Client Consultation	25
3.12	Preliminary Sketch Design	25
3.13	Cost Control	27
3.14	Project Viability Review	28
3.15	Stage 1 Report	29
3.16	Executive Summary	30
3.17	Architectural Report	30
3.18	Civil/ Structural Report	31
3.19	Building Engineering Services	32
3.20	Quantity Surveyor	32
3.21	Stage 1 Client Approval	33
3.22	Planning Development Meeting [PDM]	33
4.	Stage 2 – Design	35
4.1	Objectives	35
4.2	Stage 2 Sub-stages	35
4.	Stage 2a – Developed Sketch Design	36
4.3	Health & Safety	36
4.4	Developed Sketch Design	36
4.5	Work to Existing Buildings	37
4.6	Cost Control	37
4.7	Clerk of Works	38
4.8	Stage 2a Report	38
4.9	Executive Summary	39
4.10	Architectural Report	39
4.11	Civil/ Structural Report	40
4.12	Building Engineering Services Report	40
4.13	Quantity Surveyor's Report	41

4.14	Stage 2a Client Approval	41
4.15	Design Stage Review Meeting	42
4.0	Stage 2b – Detailed Design	43
4.16	General	43
4.17	Statutory Approvals	43
4.18	Construction Contracts	44
4.19	Risk transfer	44
4.20	Specialists	45
4.21	Detailed Design	46
4.22	Detail Design Cost Control	47
4.23	Enabling Contracts	48
4.24	Pre-qualification of Contractors	48
4.25	Employer named Specialists	49
4.26	Client Consultation	49
4.27	Client Progress report	50
4.28	Bill of Quantities	51
4.29	Conditions of Contract	53
4.30	Tender conditions	54
4.31	Pre-Tender Cost check	54
4.32	Stage 2b Report	54
4.33	Authorisation to proceed to Tender	55
5.	Stage 3 – Tender Action and Award	56
5.1	Pre-Tender check list	56
5.2	Tender Competition	56
5.3	Tender Submissions	57
5.4	Tender Report	58
5.5	Client Approval	59
5.6	School Building Section Authorisation	59
5.7	Letter of Intent	59
5.8	Notice to unsuccessful tenderers	59
5.9	Client notification	60
5.10	Tender Acceptance/ Contract Execution	60
5.11	EU Contract Award Notice	60
6.	Stage 4 – Construction	61
6.1	General	61
6.2	Employer's Representative	61
6.3	Payments	62
6.4	Contractors Claims	62
6.5	Construction Cost Control	62
6.6	Project Reviews and Progress Reports	64
7.	Stage 5 – Handover and Final Account	65
7.1	General	65
7.2	Safety File	65
7.3	Certificate of Substantial Completion	65
7.4	Hand-over	66
7.5	Draft Final Account	66
7.6	Penultimate Certificate (Final Account)	67
7.7	Final Account Report	68
7.8	Defects Period	68
7.9	Final Account Report Supplement	68
Appendix A	Sample Area Re-Conciliation Sheet	69
Appendix B	Stage 1 Completion Certificate	70
Appendix C	Stage 2a Completion Certificate	73
Appendix D	Stage 2b Completion Certificate	76
Appendix E	DoES Project Review Form	77
Appendix F	Change Order Request Form for Client/SBS Approval	79
Appendix G	Draft Final Account Summary	80
Appendix H	Final Account Report	81

1. Introduction

1.1 Application

- (a) These Procedures, the [Design Team Procedures \[Third Edition 2007\]](#), apply to all construction projects funded in part or in total by the Department of Education & Science [DoES] unless otherwise stated. For small scale devolved projects including Summer Works projects designers should refer to Technical Guidance Document TGD007.
- (b) They replace the previous [Design Team Procedures, Second Edition, August 1983](#) and associated Practice Notes. They also replace the [Design Team Procedures for Small/Medium Projects 1990](#), and any [Design Team Procedures \[DTP\] circulars](#) prior to the issue of this Document, which have amended or updated the previous Design Team Procedures.
- (c) They set out the principles for each stage of the construction process starting with Project Analysis, and proceeding through the design stages to Tender Documents, obtaining tenders, Construction and Final Account.
- (d) They should be read in conjunction with the Briefing documentation and the scope of service [Conditions of Engagement Schedule B] for the particular project or project category.

1.2 Project Stages

- (a) The Department of Education and Science [DES] Project Stages have been amended to match those identified in the Department of Finance Conditions of Engagement. The new Project stages are as follows:

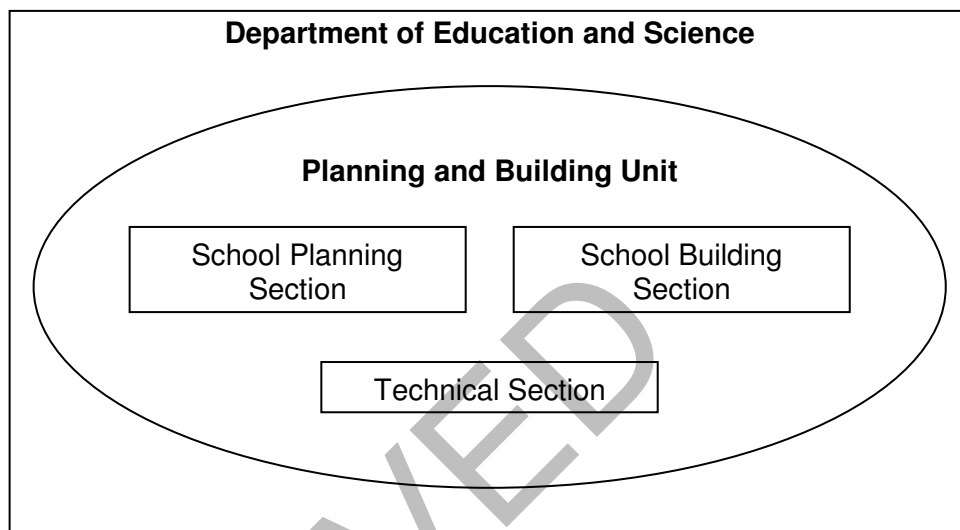
STAGE 1	PRELIMINARY
STAGE 2	DESIGN STAGE 2a - Developed Sketch Design STAGE 2b - Detailed Design
STAGE 3	TENDER ACTION, EVALUATION, AWARD
STAGE 4	CONSTRUCTION
STAGE 5	HANDOVER OF WORKS and FINAL ACCOUNT

- (b) Stage 1 PRELIMINARY replaces the former DoES Stage 1 – Site Suitability, and Site Report and Stage 2 – Initial Sketch Scheme.
- (c) Stage 2 DESIGN encompassed the former DoES stages 3, 4 and 5.
 - i. Stage 2a Developed Sketch Design replaces the former DoES Stage 3.
 - ii. Stage 2b Detailed Design replaces the former Stages 4 – Detailed Design and 5 – Bill of Quantities.
- (d) Stage 3 TENDER ACTION, EVALUATION, AWARD replaces the former DoES Stage 6 – Tender Action and Report.
- (e) Stage 4 CONSTRUCTION replaces the former DoES Stage 7 – Post Contract Cost Control.
- (f) Stage 5 HANDOVER OF WORKS replaces the former DoES Stage 8 – Practical Completion & Hand-over, and DoES Stage 9 - Final Account.

1. Introduction (continued)

1.3 Approvals

- (a) Stage approval requirements are as set out in this document. The Unit/Sections within the Department of Education and Science referred to in the context of stage approvals are as follows:



- (b) Where this document is used for projects other than Primary and Post-primary (e.g. 3rd level) a chart setting out the relevant organisational structure, the roles and responsibilities of the various parties, and the reporting structure for the particular project should be included with the briefing information.

1.4 Terms of Engagement

- (a) The terms of engagement for consultants shall be the Department of Finance Conditions of Engagement available on the Department of Finance website at www.Finance.gov.ie. The scope of service shall be as set out in [Schedule B of the Conditions of Engagement](#) and this document.
- (b) The scope of service will include all work required to design and construct the project in a competent and professional manner; prepare all documentation and reports required by these procedures; obtain all necessary approvals whether Client, School Building Section, or statutory approvals, all in accordance with these Design Team Procedures or as otherwise modified by the briefing information.
- (c) Consultation with the client should be an on-going process during the stages and is included in the Consultant's time for the performance of the stage (unless essential information or approvals are withheld by the Client without cause).
- (d) The periods for approvals by the School Building Section at the end of Stages 1 and 2a respectively are outside the performance periods indicated in Schedule B of the Conditions of Engagement as well any work arising from a client change (where approved by the School Building Section only).

Continued overleaf

1. Introduction (continued)

1.4 Terms of Engagement (continued)

- (e) The normal full Design Team comprises an Architect, a Quantity Surveyor, a Civil/Structural Engineer, a Building Services (Mechanical & Electrical) Engineer and Project Supervisor Design Process. These consultants are required to provide all services necessary for the delivery of the project unless otherwise stated in the Invitation to Tender.
- (f) The Design Team Leader will be the Architect (unless otherwise stated).
- (g) The applicable fees shall be as set out in the accepted Tender Submission. The following are the normal minimum/maximum percentages for each stage:

All Consultants (except PSDP)

Stage 1	Stage 2a	Stage 2b	Stage 3	Stage 4	Stage 5	Total
Max 20%	Max 20%	Max 30%	Min 5%	Min 20%	Min 5%	100%

- (h) Fees will be tendered on the basis of a fixed price lump sum or (where the project cannot be adequately defined) a Percentage fee (capped). Where a tender submission is on the basis of a Percentage fee (capped) the fee will be fixed on the basis of the approved Stage 1 project cost.
- (i) Where a Tender Submission is on the basis of a Fixed-Price Lump Sum, tenderers are expected to have read the briefing information and satisfied themselves as to the scope of service required. Only exceptional abnormal works which could not have been reasonably inferred from the briefing information will be considered for the purposes of fee adjustments.
- (j) Whether a Tender Submission is on the basis of a Fixed-Price Lump Sum or Percentage Fee (capped), all changes to the scope of service will be dealt with under Clause 10 of the Conditions of Engagement. For a change increasing the Services for a stage or stages, the lump sum shall be increased by an amount proportionate to the increase in Services. Time charges will not apply. Where the scope of works (and scope of service) is not well defined, the onus rests with the Design Team to define the scope at the earliest possible stage, and not later than completion of Stage 1.
- (k) It is deemed that the fee (as adjusted at Stage 1 completion) includes the full scope of services required to complete the project. No further fee adjustments will apply with the exception of Client changes (approved by the School Building Section) and unforeseen or disproportionate Planning or Fire Certificate conditions (e.g. particularly onerous requirements for access roads or attenuation tanks).
- (l) The fixed fee (as adjusted at Stage 1 completion), whether lump sum or % (capped) will be applicable to all DTP stages. Fee adjustments for Client changes or Planning and Fire Certificate conditions will be allocated pro-rata across the applicable stages.

1. Introduction (continued)

1.5 Stage Fee Payments

All Stages

- (a) The Design Team members may only submit a Fee invoice for a stage when all the Stage requirements have been completed and accepted by the Client (Including the submission of a compliant Stage Completion Certificate where applicable). In all other instances a fee invoice will be rejected.

Stage 1 and 2a

- (b) The Design Team members may submit a Fee invoice on stage completion when:
- (i) Notified that in accordance with these procedures a PDM was not required (Stage 1 only)
 - (ii) authorisation has been given by the Client and School Building Section to progress to the next stage, or
 - (iii) the Client and SBS have signed off on the Stage submission (but for other reasons have not authorised the commencement of the next stage).
- Such authorisation and/or sign-off at (ii) and (iii) above normally take place at the PDM or Design Review Meeting.
- (c) Where the Stage submission has been rejected by either the Client or the SBS, a fee invoice may not be submitted until their stated requirements have been satisfied in full.

Stage 2b

- (d) No fee Stage 2b fee payment will be made unless a correctly completed Stage 2b Completion Certificate was received by the School Building Section from the client no later than 10 working days prior to going to Tender. (A Fee invoice may not be submitted with this Completion Certificate.)
- (e) After 15 working days from the receipt by the SBS of a compliant Stage 2b Completion Certificate, a fee invoice may be submitted if:
- (i) the client (in accordance with these procedures) has authorised the project to proceed to tender, or
 - (ii) the project has been deferred or abandoned (for reasons other than failure to comply with the Design Team Procedures).

Stage 3

- (f) A Fee invoice may be submitted on issue of Letter of acceptance to the successful Contractor (in accordance with these procedures).

Stage 4

- (g) Pro rata Interim fee payments during the construction stage of the project may be made at the discretion of the School Building Section. The first of these payments shall be sought no sooner than three months after the commencement date for the contract and thereafter at 3 monthly intervals. The basis of the pro-rata payments shall be the commencement date on site compared with the (most recently adjusted) anticipated substantial completion date. The final Stage 3 payment shall be on foot of an invoice submitted with or after the receipt of the Substantial Completion certificate.

Stage 5

- (h) A Fee invoice may be submitted on issue of the Defects Certificate.

1. Introduction (continued)

- 1.6 **DoES Technical Guidance Documents** (a) The Design Team are required to read and comply with all applicable DoES Technical Guidance Documents (available at www.education.ie) including the relevant General Design Guidelines, the applicable Primary or Post-primary Design Guidelines, the Construction Standards Guidelines and the Building Services (Mechanical & Electrical) Engineering Guidelines.
-
- 1.7 **Energy Performance Directive 2002/91/EC** (a) In addition to the relevant Design Guidelines and DoES Technical Guidance Documents, the Design Team and the Building Services (Mechanical & Electrical) Engineer are required to read and comply with the [European Union Directive 2002/91/EC](#) on the energy performance of buildings and in particular Article 5 and 6.
-
- 1.8 **Responsibility of the Design Team** (a) Under the [Conditions of Engagement, Clause 8](#), the Client and the Design Team have a duty to co-operate in a reciprocal manner. This duty shall be deemed to include reciprocal co-operation between the individual members of the Design Team and shall include such issues as informed consultation, timing, taking account of parties priorities to minimise problems and delays.
- (b) Although all members of the Design Team have a distinct role to play, they must fully understand and accept the interdependence of all members of the Design Team for effectively implementing the objectives implicit and explicit in the applicable Department of Education & Science Design Guidelines, and other briefing documents.
- (c) The Design Team has a joint responsibility to comply with these Procedures in full, and for carrying out the design cost control process.
-
- 1.9 **Construction Contracts** (a) The applicable Construction Contracts will be the Department of Finance [Public Works Contract for Building Works Designed by the Employer](#), and the [Public Works Contract for Minor Civil Engineering and Building Works Designed by Employer](#) available at www.Finance.gov.ie
- (b) The [Public Works Contract for Minor Civil Engineering and Building Works Designed by Employer](#) may be used for contracts with a construction value of less than €5.0m excluding VAT.
- (c) [The Public Works Contract for Building Works Designed by the Employer](#) shall apply to all contracts with a construction value of over €5.0m excluding VAT and all projects below that value where the nature and complexity of the projects warrants its use.
- (d) The Schedule to both contracts shall be completed in accordance with the [Public Works Contract for Building Works Designed by the Employer Schedule Part 1 template](#) available at www.education.ie
- (e) While the Department of Finance Construction Contracts are 36 month fixed price Contracts, to avoid the payment of an excessive premium for future construction inflation, the Design team should seek to ensure that the contract duration is no longer than 24 months.
- (f) The applicable Price Variation clause shall be PV1 the Proven Cost method.
- Continued overleaf*

1. Introduction (continued)

1.8 Construction Contracts (continued)

- (g) All construction projects with a construction value of over €1.0m excluding VAT will be required to include a Bill of Quantities as a pricing document. Projects of less than €1.0m may also require a Bill of Quantities where the nature and complexity of the project warrants it. In all cases the risk of discrepancies in the Bill of Quantities will be an Employer risk.
- (h) A decision on whether to transfer to the Contractor the risk of items of archaeological interest, unforeseen ground conditions, unforeseeable utilities in the ground, and unforeseeable delays in relocation or disconnection of utilities will depend on the nature and complexity of the project. The procedures for risk transfer in these Design Team Procedures shall apply. In general principle, risks which cannot be measured should not be transferred.

1.10 Stage Submissions

- (a) The Design Team Procedures place strong emphasis on the Design Stages of a project and allow flexibility for discussion and the resolution of design problems at the initial stages.
- (b) The early stages are structured so that a straightforward project can progress quickly and with minimal checkpoints. Projects where the development options are not so clear-cut have more checkpoints and time for consideration. In this way all projects can continue to move forward and abortive work can be avoided.
- (c) Formal Stage Submissions to the Client are required at all stages and sub-stages. The content, format and presentation requirements for each stage are described under the relevant section. The onus rests with the Design Team to provide complete information at each stage in accordance with these procedures.
- (d) Formal Stage Submissions to the School Building Section are always required at Stage 1 and Stage 2a. Stage submissions at other stages are not required unless otherwise stated in the Briefing documents, or as otherwise requested in writing by the School Building Section.
- (e) Whether or not a formal stage submission to the School Building Section (through the client) is required, the School Building Section reserves the right to request separate submissions for any and all of the Stages or sub-stages in a project.
- (f) As is the prerogative of any Client or Funding Agency, the School Building Section also reserves the right to check, inspect, make suggestions or request alterations as appropriate to any part or aspect of any submission or project.

Planning Development Meeting [PDM]

- (g) To provide a forum for discussion, resolution of design issues, to agree an appropriate design strategy for a project, and where appropriate to sign-off on the **Stage 1 PRELIMINARY DESIGN** submission, a PLANNING DEVELOPMENT MEETING will be arranged by the School Building Section if required.

Continued overleaf

1. Introduction (continued)

1.9 Stage Submissions (continued)

- (h) See [Section 3.22 Planning and Development Meeting](#) for further details including information requirements and minimum notice.

Design Stage Review Meeting

- (i) To review the [Stage 2a DEVELOPED SKETCH DESIGN](#), and where appropriate to sign-off on the Stage 2a submission a DESIGN STAGE REVIEW MEETING (see [section 4.15](#)) will be arranged by the School Building Section if required.
- (j) See [section 4.15 Design Stage Review Meeting](#) for further details including information requirements and minimum notice.

1.11 Project Administration

- (a) In the case of Community and Comprehensive Schools and some Primary Schools the Minister for Education and Science is the Client. In all other cases the relevant School Management Authorities or the Vocational Educational Committee is the Client.
- (b) All Stage submissions by Design Teams, at each stage of the project shall be made directly to the Client. In all cases the Design Team shall confirm in writing that the submission as presented complies in full with the brief and the relevant requirements of that stage.
- (c) In all cases the Client must satisfy themselves that the submission complies in full with the Brief agreed between the Planning and Building Unit and the Client for that project and the relevant Stage submission requirements in these procedures.
- (d) Where a Stage Submission to the School Building Section is required, the Client should forward its Submission to the School Building Section with a covering note confirming that it is satisfied that it complies with the brief.
- (e) All formal correspondence and communications to and from the Planning and Building Unit (including formal stage submissions) shall be from or through the Client to the designated officer of the Administrative Section handling the project.
- (f) The School Building Section may respond to the Client to communications originating from the Design Team with comments, questions, objections, which shall be taken into consideration by the Design Team..
- (g) No Client and/or the School Building Section response or failure to respond to any communication originating from the Design Team constitutes or implies any review or verification by the Client and/or the School Building Section, or relieves the Design Team from any responsibility or liability.
- (h) All approvals to proceed from one stage/sub-stage of Design to the next stage/sub-stage must be obtained in writing whether from the Client or the School Building Unit as appropriate (see paragraph (a) above). Verbal approval does not constitute official approval.
- (i) Where such approval of the School Building Section is required it will always be issued in writing to the Client by the designated officer of the administrative section of the School Building Section only or directly to the Design Team where the Minister is the Client.

1. Introduction (continued)

- 1.12 Health & Safety**
- (a) All Designers are required to comply in full with the [Safety, Health & Welfare at Work Act, 2005](#) and the [Safety, Health & Welfare at Work \(Construction\) Regulations 2006](#).
 - (b) In particular all Designers must ensure that all current regulations relating to safety, health and welfare at work are taken into account in the design of all building projects. The [Safety, Health & Welfare at Work \(Construction\) Regulations 2006](#) requires designers to ensure that the project is capable of being constructed safely, used safely and maintained safely.
 - (c) Each Design Team member and the Design Team as a whole must consider Safety in the design from the initial design decisions to the handover of the building to the Client.
 - (d) In particular all designers must, both individually and collectively, identify, at all stages of the design process, any hazards that the design may present during construction and subsequent use and maintenance.
 - (e) Where possible the hazards should be eliminated or the risk reduced. This is best carried out by a collective review of the Health & Safety issues with appropriate decisions at an early stage in the design process and continuously reviewed throughout the project.
 - (f) Where hazards cannot be eliminated provision should be made for control of those risks, and the transfer of the necessary information on those control measures and any outstanding risks together with any design assumptions to the Project Supervisor Design Process [PSDP] so they can be dealt with in the Preliminary Safety and Health Plan.
 - (g) It is the responsibility of the Design Team (including the PSDP) to ensure that the project is designed and constructed in accordance with the above Regulations.
 - (h) No Client and/or School Building Section communication with the Design Team constitutes or implies any review or verification by the Client and/or the School Building Section, or relieves the Design Team from any such responsibility or liability.
 - (i) All Design Team members should individually and collectively record the design risk assessment process carried out and the decisions based on those risk assessments at each design stage, and provide to the PSDP a copy of those written records.
 - (j) While all Designers must co-operate with both the PSDP and the Project Supervisor Construction Stage [PSCS], the primary responsibility for safety in design rests with each designer individually and collectively.
 - (k) Designers should also refer to and comply with the Health and Safety Authority Guidance document on [Designing for Safety](#).

1. Introduction *(continued)*

1.13 Area Limits

- (a) The Total Floor Area (area limit) for a Project is the total area in the agreed Schedule of New Build Accommodation.
 - (b) The floor area for individual spaces shall be measured to the faces of the dividing walls, and the total floor area shall be measured to the inside face of the external walls.
 - (c) The area of internal walls shall be calculated separately and indicated on the applicable Schedule of Accommodation Reconciliation Form (see [Appendix A](#)).
-

1.14 Cost Limits

- (a) The Building Cost Limits for all Educational Buildings consist of two elements:
 - (i) The Basic Building Cost [BBC] Limit, and
 - (ii) The External Works Allowance [EWA]
 - (b) The BBC and EWA are two distinct cost limits and must not be added together to form an overall cost limit for the purposes of cost planning or for the analysis of tenders. The School Building Section will determine both the BBC and the EWA.
 - (c) The BBC and EWA are both maximum amounts and Design Teams are required to evaluate all Elements of the project on a proper value-for-money basis to ensure that the project is of a durable construction with low maintenance and within the cost limit. The BBC and EWA, together with appropriate allowances for fixed furniture and associated fittings, are considered to be sufficient for the Project Cost.
 - (d) However, where in the professional opinion of the Design Team in consultation with the Client, exceptional costs in excess of BBC and EWA will arise and can be justified, then, such costs should be submitted for consideration under the heading of "Abnormal Works". (See also [Section 1.13 Abnormal Works](#).)
 - (e) The Building Cost Limits include supplies, services and wastes to fixed furniture and associated fittings. (Including extract ducting from fume cupboards and associated fans, fixed wiring to computer benches, etc.)
-

1.15 Basic Building Cost

- (a) The Basic Building Cost (BBC) is expressed as a cost per square metre of the new build floor area and provides for the cost of the superstructure and substructure of the building, together with the appropriate proportion of Preliminaries, Insurances and Value Added Tax.
 - (b) The relevant Basic Building Cost will be that available on the Department's website (www.education.ie) at the beginning of a project.
-

Continued overleaf

1. Introduction (continued)

- 1.16 External Works Allowance**
- (a) The External Works Allowance (EWA) provides for normal external works associated with the new build element of the project and is expressed as a % of the BBC.
 - (b) The EWA is deemed to include all work in the National Standard Building Elements (-0) Site Series, viz (10), (20), (30), (40), (50), (60), (70) and (80) together with the appropriate proportion of associated Preliminaries, Insurances and Value Added Tax. Elements (50) and (60) of the EWA include for all work up to the point of entry into the Building.
-
- 1.17 Abnormal Works**
- (a) Abnormal Costs are exceptional Project Specific Costs, which must be individually itemised, justified and agreed with the School Building Section. Abnormal Costs do not form part of the BBC or EWA but shall be separately identified in the relevant section of the standard Cost Plan. [Refer to the DoES Building Cost limits available on the Department's website (www.education.ie) for further information on what is included as part of the BBC]
 - (b) The Design Team is required to investigate, justify and quantify all abnormal costs prior to the completion of Stage 1.
 - (c) Abnormal Costs shall include an appropriate proportion of Preliminaries, Insurances and Value Added Tax.
-
- 1.18 Work to Existing**
- (a) Work to existing buildings shall be treated in the same manner as abnormal costs. Such work must also be individually identified, investigated, itemised, justified and agreed with the School Building Section. Work to existing buildings does not form part of the BBC or EWA but shall be separately identified in the relevant section of the standard Cost Plan form.
 - (b) In analysing the estimated cost of works to existing buildings, the unit cost (cost per square metre) of all elements shall be established by dividing the total cost of work to existing by the floor area of the existing building, excluding only the area of existing building where no work is required.
 - (c) The Design Team are required to investigate, justify and quantify all Works to Existing (identified in the brief) and any other work to existing (essential to complete the project) prior to the completion of Stage 1. Costs for Works to Existing shall include an appropriate proportion of Preliminaries, Insurances and VAT.
-
- 1.19 Fixed Furniture and associated fittings**
- (a) The Building Cost Limits exclude the costs of fixed furniture and associated fittings and loose furniture and equipment. Fixed furniture and associated fittings are costed separately by the Design Team and included as part of the Building Contract. Loose furniture and equipment is excluded from the project cost and is not part of the Building Contract.
 - (b) For further information on furniture and fittings see the relevant Primary or Post-primary Design Guidelines.

1.0 Introduction (continued)

1.20 Allowable limits/viability thresholds

- (a) To allow the Design Team to carry out reasonable site and archaeological investigations without prior reference to the School Building Section, allowable limits may be included in the Briefing Information issued to the Design Team. The cost of necessary site and archaeological investigations within the approved limit will be borne by the Client and funded by the Department of Education & Science. Refer also to [3.6 Site Investigations](#), [3.7 Topographical Survey](#) and [3.8 Archaeology](#)
- (b) Where no allowable limits are set the following defaults will apply:
- | | |
|-------------------------|---------|
| (i) Site Investigations | €10,000 |
| (ii) Archaeology | €10,000 |
- (c) To permit the Design Team proceed to the completion of Stage 1 without prior reference to the School Building Section, viability thresholds for external works, abnormal works and work to existing may be included in the Briefing Information issued to the Design Team. As long as the above costs don't exceed the stated limits The Design Team may proceed to completion of Stage 1 without prior School Building Section consultation. Thereafter the cost limits will be as agreed with the School Building Section. Refer also to [3.9 Work to Existing](#), [3.13 Cost Control](#) and [3.14 Project Viability review](#)
- (d) Where no viability thresholds are set the following defaults will apply:
- | | |
|--|-----------------------------|
| (i) EWA - new build | 12.5% of BBC |
| (ii) EWA - existing & refurbishment projects - | 10% of BBC |
| (iii) Abnormals | 15% of BBC |
| (iv) Work to Existing Buildings | 70% of equivalent new build |

1.21 Contingencies

- (a) The Department of Finance Public Works Contracts specifically exclude the use of contingencies in building Contracts. Consequently the Design Team must ensure that appropriate cost provision is made for design development throughout the design stages of a project, and that the works are fully designed and detailed before going to Tender.
- (b) The limitations on the authority of the Employer's Representative to perform its functions or powers under the Contract are not intended to be a de facto contingency. Rather it is for use in exceptional circumstances only. The onus rests with the Design Team to fully design and detail a project before going to tender. (see also [6.2 Employer's Representative](#) and [0.1\(e\)](#))

1.22 Pre-Planning & Cost Control Procedures

- (a) The Design Team must undertake thorough pre-planning of the project at the earliest possible stage and in any event before tenders are invited, and carry out the Design Cost Control Procedures in this document.
- (b) In particular the Design Team shall note that a Stage submission in excess of the area and cost limit agreed is not acceptable. The development of the design at any stage, based on proposals in excess of the agreed area limit or cost limit, will result in delays in the Project, and abortive work at the Design Team's own expense.
- (c) The Building Unit's current Outline Cost Plan, Cost Plan and Cost Analysis forms shall be used in all submissions (available at www.education.ie). All data entries must be completed, together with outline specification notes.

2. Project Brief

2.1 Brief formulation

- (a) Each project should have a clear and unambiguous Brief setting out the scope of works and the Client's requirements for that project.
- (b) In all cases the determination of the brief will be based on an assessment of overall medium-to-long term educational need, and the capacity and suitability of existing accommodation to accommodate this need.
- (c) For Primary and Post Primary School projects, this brief is determined by the Planning and Building Unit [PBU], in agreement with the relevant School Authority as follows.
 - (i) The School Planning Section of the Planning and Building Unit first determines the projected long-term enrolment for the school.
 - (ii) Then based on current design guidelines, Educational Worksheets (Post-Primary Schools only), and current area norms, the School Planning Section determines a Schedule of Overall Accommodation.
 - (iii) The PBU then assesses the Educational Suitability of the existing accommodation and prepares both a Schedule of Future Use of Existing Accommodation and a Provisional Schedule of Alterations & Remedial works (if applicable).
 - (iv) The Educational deficit in accommodation between the Schedule of Overall Accommodation and the Schedule of Future Use of Existing Accommodation is called the Schedule of Residual Accommodation and the total area indicated is the Total Floor Area (area limit) of new build allowed.
 - (v) In the case of Post-primary schools the above schedules will have already been issued to the Client for comments/ acceptance leading to agreed schedule/s between the Client and the School Planning Section.
 - (vi) The Schedule of Residual Accommodation plus the Provisional Schedule of Alterations & Remedial works (if applicable) and the applicable cost limit all form part of the brief for the project.
- (d) The Briefing Documents for every project will normally include the following:
 - (i) A Planning and Building Unit site and building location report (Brief Formulation Report)
 - (ii) An agreed schedule of overall accommodation (with room areas)
 - (iii) A schedule of residual accommodation i.e. new build (for extension projects)
 - (iv) A Cost Limit for New Build per square metre (if applicable)
 - (v) A Schedule of alterations to existing accommodation (if applicable)
 - (vi) A provisional schedule of essential remedial works (if applicable)
 - (vii) Viability thresholds for external works, abnormal works and works to existing (if applicable)
 - (viii) Allowable Limits for Site and Archaeological Investigations (if applicable)
- (e) The Project Brief setting out the scope of works must be agreed in writing by both the School Authority and the Planning and Building Unit before the appointment of Design Consultants, and before commencement of Stage 1 PRELIMINARY DESIGN.

