

Second Edition March 2009

Revision 2, 29th April 2010

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AGUS EOLAÍOCHTA | DEPARTMENT OF
EDUCATION AND SCIENCE

Planning & Building Unit

Technical Guidance Document TGD-008

Engaging Professional Consultants

for
Devolved Grants Projects

Second Edition March 2009

Revision 2, 29th April 2010

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1.0 Introduction

1.1 Purpose of Document

- (a) This document sets out the procedures to be followed for the engagement of consultant(s) in devolved projects and should be read in conjunction with the Administrative Procedures governing the particular Scheme.
- (b) For details of the terms and conditions of a particular scheme refer to the documentation issued with the relevant scheme.

1.2 Definitions

- (a) For the purpose of this document:
 - (i) the term **School Authority** means the Board of Management or other body legally entrusted with the management of the School.
 - (ii) a **Design Team** refers to all the professional advisors engaged by the **School Authority** for the project

1.3 Scope of Professional advice

- (a) The engagement of appropriate professional advice is essential for the preparation of **technical reports** and for all **construction projects**.
- (b) **For all construction projects** (including refurbishment & repairs) it is a legal requirement to appoint a competent person to act as **Project Supervisor (Design Process [PSDP])**. Refer also to **Section 4**.
- (c) For most projects with an estimated construction value of less than €500,000 a full design team is not required. Unless the project is particularly complex and difficult the appointment of a single Consultant may be appropriate as long as relevant advice from other disciplines (e.g. Quantity Surveyor, Structural Engineer, Architect, Mechanical & Electrical Engineer or other relevant discipline) is included as part of the consultant's service.
- (d) In all instances, prior to the engagement of a Consultant, the School Authority should satisfy itself that the relevant Consultant is both competent and qualified to carry out the work. The School Authority should identify suitable firms for consideration (a minimum of 4 is recommended) and select the most suitable on objective criteria including quality of previous work, the ability to perform against deadlines and the fee. Interviews may also be held if desired (but should not normally be required).
- (e) Whether for the preparation of a report or for professional services including design and contract supervision, the range of appropriate professional advice will vary from project to project. The School Authority should seek professional skills relevant to the proposed project.
- (f) If a project relates substantially or entirely to Construction works, e.g. an extension, or refurbishment and repair works, the engagement of an Architect or Chartered Building Surveyor may be appropriate; if a project relates substantially or entirely to structural alterations or repairs a Structural Engineer may be appropriate; if the project relates substantially or entirely to drainage works or playing pitches a Civil Engineer may be appropriate, and if a project relates substantially or entirely to Mechanical & Electrical Works, it may be appropriate to engage a M&E Engineer.
- (g) Which ever professional discipline is engaged as Consultant, the scope of services must include "buying in" all other professional services as required. Accurate professional cost advice is essential for all projects, so the all necessary QS services should be always be included, and M&E and Civil/Structural if required for the particular project.

["Buying in" means that the professional consultant engaged by the school Authority undertakes as part of the overall fee to get advice as required from other professional disciplines (e.g. Quantity Surveyor, Structural and M&E)]
- (h) The onus rests with the school authority to ensure that the appropriate level and range of service is procured.

2.0 Technical Reports

2.1 Consultants for Technical Reports

- (a) The School Authority should refer to the documentation issued with the relevant Department Circular for advice on the scope of the technical report required.
- (b) When a School Authority engages professional advice to assist in the preparation of a report, the cost must be met in full out of the school's own resources.
- (c) When engaging professional advice for the preparation of a report, the School Authority must appoint the relevant consultant for that task only. The School Authority must not enter into any commitments regarding an overall appointment or fees for works other than the preparation of the report and must make this clear to the Consultant before the appointment is made.
- (d) The consultant should have appropriate professional Qualifications and previous experience in preparing reports of a similar nature.
- (e) To enable the School Authority to assess which firm to engage it is recommended that the following information be requested from the Consultants under consideration for the work:
 - (i) Experience in projects of a similar nature highlighting the scope of works, the timescale and how the Consultant ensures accurate cost information.
 - (ii) A brief summary of the scope of the agreed report and a timescale for its delivery.
 - (iii) Confirmation of appropriate professional Qualifications, Professional Indemnity Insurance and Employer's Liability Insurance.
 - (iv) VAT inclusive all-in lump-sum fee (including buying-in other services as required, and all expenses).
"Buying-in" means that the professional consultant engaged by the school undertakes as part of the overall fee to get advice as required from other professional disciplines (e.g. Quantity Surveyor, Structural and M&E)
- (f) The appointment of a [Project Supervisor \(Design\) Process](#) is not normally required for the preparation of a report.

2.2 Technical Report Fee

- (a) In assessing the amount of work necessary to prepare the technical report the school authority should discuss with their Consultant(s) a realistic scope of works.
- (b) The level of fee should be confirmed before the Consultant is appointed and should relate to the preparation of that report only. The School Authority should be satisfied that the agreed fee is a fair reflection of the time and resources required to carry out the task.

2.3 Appointment of consultant for Technical report

- (a) For a technical report (as above) a formal contract is not required. A simple letter of appointment summarising the agreed scope of work should suffice

3.0 Engaging Consultants for a Project

3.1 General

- (a) **When a School Authority engages professional advice to carry out a devolved works project the cost including VAT & all expenses must be met in full out of the approved grant.**
- (b) For all projects the engagement of appropriate professional advice is essential. For most projects with an estimated construction value of less than €500,000 a full design team is not required. Unless the project is particularly complex and difficult the appointment of a single Consultant may be appropriate as long as relevant advice from other disciplines (e.g. Quantity Surveyor, Structural Engineer, M&E Engineer, Architect or other relevant discipline) is included as part of the consultant's service.
- (c) **The School Authority has no obligation to appoint a particular consultant merely because that consultant carried out previous works for the School.**
- (d) For **all projects** it is a legal requirement to appoint a competent person to act as Project Supervisor (Design) Process. This is a separate appointment with a separate fee that should reflect the nature and complexity of the project. [see [Section 4](#)]
- (e) In all instances, prior to the engagement of a Consultant, the School Authority should satisfy themselves that the relevant Consultant is both competent and qualified to carry out the work.
- (i) In most cases the Consultant will have a relevant degree qualification and either be a member of a relevant professional body (e.g. RIAI for Architects, IEI/ACEI for Engineers and SCS for Quantity Surveyors or Chartered Building Surveyors) or be eligible for such membership. Equivalent qualifications from another EU member state and membership of an equivalent EU professional body will also be deemed acceptable.
 - (ii) In the case of Architects the minimum requirement is "Architects holding qualifications under EU Directive 85/384/EEC or Equivalent". Equivalent here means a person holding a qualification equivalent to a qualification for the purposes of the Directive above including persons whose qualifications were successfully assessed by the Panel established by the Minister for the Environment and Local Government in 1996.
 - (iii) To comply with EU Directive 85/384/EEC, Architects must have education and training leading to diplomas, certificates and other evidence of formal qualifications through courses of studies at university level concerned principally with architecture and balanced between the theoretical and practical aspects. The total length of education and training shall be a minimum of either four years of full time studies at a university or comparable educational establishment, or at least six years of study at a university or comparable educational establishment of which at least three must be full time; such education and training shall be concluded by successful completion of an examination of degree standard. See also: <http://europa.eu.int/>
- (f) Registered Architects (under the 2008 Act) are deemed to be suitably qualified. When considering an application from a firm or person stated to be successfully assessed by the Panel established by the Minister for the Environment and Local Government in 1996 (for the purpose of registration), the onus rests with the School Authority to get confirmation in writing directly from Department of Environment and Local Government [DoELG].
- (g) When engaging a professional consultant, in addition to quality of previous work and the ability to perform against deadlines, the level of fee is an issue for consideration and negotiation. For a project with a defined scope of works and a maximum budget, a lump sum fee is appropriate as long as it includes for the full service required including all costs and expenses.
- (h) Under the 2006 Health and Safety Regulations all consultants must also be competent to act as designers.

3.0 Engaging Consultants for a Project (continued)

3.2 Seeking submissions from Consultants

- (a) It is recommended that the School Authority invites written submissions from a minimum of 4 (four) suitable firms setting out their technical ability and previous track record on projects of a similar size. The following information should be requested from the selected firms as part of their submission:
- (i) A brief summary of the scope of agreed work and a timescale for its delivery.
 - (ii) The firm's experience in similar projects (3 maximum) high-lighting the scope of works and the timescale.
 - (iii) Names of the personnel for the project, their experience on similar works and how much of their time will be devoted to the project.
 - (iv) Confirmation of appropriate professional Qualifications of the personnel for the project.
 - (v) Confirmation that all relevant other consultancy disciplines will be "bought in" and are included in the fee. The names of the relevant firms and their personnel for the project should also be included.
 - (vi) How the Consultant will ensure that the project can be built within budget
 - (vii) VAT inclusive all-in fee (including buying-in other services as required, and all expenses).
 - (viii) Confirmation that the fee includes the full scope of services required to complete the project and that no further fee adjustments will apply with the exception of substantive Client changes.
 - (ix) Confirmation of adequate Professional Indemnity and Employer's Liability Insurance.
 - (x) Confirmation of competency to act as Designer on the project (completed Declaration at appendix A)
 - (xi) **Confirmation that firm has current C2/Tax clearance certificate**

3.3 Assessing the Consultants submissions

- (a) Once the deadline for responses has passed and the submissions have been received, the School Authority must objectively determine whether any of the submissions meet the standard required and which of the submissions is best.
- (b) The last 3 items i.e. (viii) Confirmation that the fee includes the full scope of services, (ix) Professional Indemnity and Employer's Liability Insurance, and (x) competency to act as Designer are compliance items and should be assessed first. Either the firm provides the evidence or not, (and if not they should be excluded). None of these items should carry any marks.
- (c) It is important to apply the same marking standard to all the applicants, and not to mark applicants unfairly. To achieve this, the School Authority should determine the minimum standard required and relative marks for each criterion before opening the submissions. A [Template Marking sheet](#) is appended at [Appendix 2](#) This should be used to mark the applicants (and keep a record of those marks).
- (d) Normally Price should carry 30% of the marks with a 1% deduction for each % difference above the lowest mark
- (e) A record of the marking system and the assessment of each consultancy firm must be kept and retained in a safe place by the School Authority and shall be available for audit and inspection by the Department of Education & Science.

3.4 Appointing the consultant

- (a) Once you have completed the marking you are now ready to appoint the best Consultant (i.e the one with the most marks). **First Check that the consultant has the necessary current C2/Tax clearance certificate. You must see the original (a copy won't do)** Refer to Section 5.0 for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

4.0 Project Supervisor (Design) Process

4.1 Legal Obligations

- (a) **For all construction projects** (including refurbishment & repairs) it is a legal requirement to appoint a competent person to act as **Project Supervisor (Design) Process [PSDP]**. This is a separate appointment with a separate fee that should reflect the nature and complexity of the project.
- (b) As part of, or in addition to, the general duties of a Project Supervisor (Design) Process under the Health Safety and Welfare at Work (Construction) Regulations 2006, the scope of the works should include the following:
 - (i) An assessment of all relevant safety issues;
 - (ii) Preparation of a Preliminary Health & Safety Plan;
 - (iii) Assisting in the assessment of the competence of the Contractors to act as Project Supervisor (Construction) Stage; and
 - (iv) Preparation and assembly of Safety file based on information supplied by others (the Consultant and the Contractor).

4.2 Evidence of Competency

- (a) It is a requirement of the Health Safety and Welfare at Work (Construction) Regulations that the Client, in this case the School Authority satisfies itself that the individual engaged to act as PSDP is competent to carry out that role.
- (b) It is **not** a requirement that the consultant engaged to carry out the Architectural or Engineering services should also be appointed as PSDP. **Unless the School Authority are satisfied that the firm under consideration is competent to act as PSDP, it should not appoint that firm to the role of PSDP.** The appointment should be made on the basis of the lowest price [See also Section 4.3 below] from candidates who have demonstrated competence only.
- (c) The Department of Education and Science operates a panel of Project Supervisors (Design Process). These are firms who have been assessed for general competency and deemed adequate. This panel is available to School Authorities on request. While the firms concerned have demonstrated general competency (at the time of appointment to the panel), the school authority must still determine that the relevant firms are competent to act as PSDP for their particular project.

4.3 Seeking Submissions

- (d) The School Authority should require the candidate firm(s) to submit evidence of competency. This evidence is not prescriptive but may include some or all of the following:
 - (i) Evidence of Educational, professional qualifications (including H&S training) and experience (as PSDP) of the firm's personnel (proposed for the panel) on projects of a similar size nature and complexity.
 - (ii) Details of recent completed projects where they acted as PSDP or PSDS
 - (iii) The Signed H&S Declaration (attached at Appendix 1)
The Minimum Standard here is submission of signed declaration, and where enforcement actions, legal proceedings, accidents, fatalities or incidents have been recorded, evidence that adequate measures have been put in place by the applicant firm to address any deficiencies in their H&S procedures.
- (e) For more complex projects the following additional information may also be required:
 - (i) a copy of their current general health and safety policy
 - (ii) an outline of the firm's management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety
 - (iii) Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005
 - (iv) Arrangements for continuing professional development.
 - (v) Details of the firm's procedures for disseminating information and up-to-date developments on health and safety issues.

4.0 Project Supervisor (Design Process) (continued)

4.4 Assessing Submission

- (a) Once the deadline for responses has passed and submissions have been received the School Authority must first determine whether the candidates meet the minimum competency level.
- (b) In general, firms or individuals who have (a) previous experience of completing the role of PSDP in a satisfactory manner (b) who are proposing personnel with suitable experience and qualifications (both Construction related and H&S) and (c) who have signed the attached declaration can be deemed to be competent for straight forward project.
- (c) If the project is unusually complex or has complicated Health and Safety Issues, the firm will need to demonstrate a higher level of competency. The most efficient way for firms to structure their responses to the above questions at 4.2(b) above is to provide a Safety Statement within which all the questions can be addressed. The format outlined at http://www.hsa.ie/eng/FAQs/Safety_Statement_and_Risk_Assessment/ is recommended.
- (d) The responses to look for are:
 - (i) A general health and safety policy document appropriate to the role of PSDP
 - (ii) A management organisational structure indicating the duty holders responsible for acting as PSDP and Health and Safety in general.
 - (iii) Copies of standard risk assessment forms (relevant to projects of a similar size, nature and complexity) covering all stages of a project life cycle from early design stage to project completion
 - (iv) Evidence of Continual Professional Development arrangements in place (for the role of PSDP) appropriate to the size and complexity of the work. (This will include specific H&S training)
 - (v) Evidence that there are adequate arrangements in place for disseminating H&S information and for the coordination of information between design team members with an adequate mechanism in place that tracks, records delivery and receipt of information distributed
- (e) Having assessed the applicants for competency and adequacy of resources, the prices submitted should be examined. While in principle the lowest tender (from candidates who have demonstrated competence only) should be accepted, the School Authority must also satisfy themselves that the price quoted is adequate to carry out the required tasks.
- (f) If there is a question mark about the capacity of the lowest tenderer to carry out the work for the quoted price (e.g. if the lowest tender is half the price of the other quotes), the relevant tenderer should be consulted and ask to demonstrate that he/she can carry out the work in accordance with the Health and Safety Regulations for that price.

4.5 Appointing the PSDP

- (a) Once you have completed the assessment of the PSDP you are now ready to make an appointment. Refer to Section 5.0 for how to complete the process and prepare a contract (the Conditions of Engagement and Schedules) for signature by both parties.

5.0 Appointment of Consultant(s) and/or PSDP

- 5.1 **Letters of Regret**
- (a) When the best candidate has been selected following receipt of tenders, and before the School Authority make an appointment you must send letters of regret to the unsuccessful candidates informing them that they have not been successful.
 - (b) You must allow a reasonable period of time from the date of issue of the regret letters before you confirm the successful consultants' appointments. This period is obligatory to allow time for the unsuccessful candidates to query the reasons for their lack of success
- 5.2 **Conditions of Engagement**
- (a) Once the letters of regret have issued and a reasonable period of time has elapsed the School Authority are ready to appoint the Consultant and/or PSDP. To do this, it is necessary to execute a formal agreement with that consultant called the [Standard Conditions of Engagement for Consultancy Services](#) (Technical Services) which is available on the web at www.constructionprocurement.gov.ie.
 - (b) The [Standard Conditions of Engagement for Consultancy Services](#) (Technical Services) sets out the general terms and conditions of contract.
- 5.3 **Schedule A and B**
- (a) [Schedule A and B](#) to the Conditions of Engagement (which are attached to the Contract) set out the project specific requirements. The School Authority must complete [Schedule A and B](#) before issuing the Conditions of Engagement to the Consultant for signature.
 - (b) To help the School Authority fill in [Schedule A and B](#) a guide to completing the Schedule is attached at [Appendix 3](#). The School Authority should use it to help them complete the actual form entitled "[Schedules to the Standard Conditions of Engagement for Consultancy Services \(Technical\) for Devolved Projects](#)" which is available on the web at www.education.ie under Planning and Building Unit, Technical Guidance.
 - (c) In general any items not highlighted are not capable of change in the actual electronic form. Items in green, are guidance to you on what to do but do not form part of the schedule. Items in Yellow are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.
 - (d) **The Schedule (both A and B) should always be completed by the Contracting Authority and not the Consultant.**
 - (e) The Schedule must reflect and include the scope of work for which the consultant submitted his fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time.
- 5.4 **Contract Signings**
- (a) Once the Schedule has been prepared and attached to the Conditions of Engagement, they should be sent to the Consultant for signature together with a letter of acceptance. Once the consultant has signed the contract, he/she can start work on the project
- 5.5 **Maintaining records**
- (a) The importance of maintaining an efficient system for keeping records cannot be overstated. At any time throughout the project, the Department (and/or in the case of an accident the Health & Safety Authority) may wish to audit the records of the Board of Management to ensure that proper procedures are being adhered to and that vital information is being retained. The Board of Management should set up their own filing system, one that recognises the different areas of a building project (e.g. Design Team appointments, Financial, submissions from the consultant, general correspondence, minutes of meetings, etc).

Design Appointee - Health and Safety Declaration

Re: [Project Name]

We [name of applicant firm]

proposing to act as Designer/PSDP on the above Project hereby declare the following:

We (the above stated firm) are members of, or eligible to be a member of the

In the case of Design Services the RIAI/ACEI/SCS/IEI/(Other). In the case of PSDP as a special skill the NISO/OSH/RIAI/ACEI/SCS/IEI/(Other).

being the relevant professional institution for the above stated Design/PSDP Consultancy service.

[Name] is responsible for Health & Safety Management within the practice.

We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2006.

DESIGN

In particular as designers we are aware of and will take into account the general principles of prevention as enumerated below when carrying out design work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP in his role.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO DESIGNER AND PSDP

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

GENERAL PRINCIPLES OF PREVENTION

- i) The avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress
- vi) The replacement of dangerous articles, substances or systems of work by non dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures of priority over individual protective measures.
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The giving of appropriate training and instruction to employees.

DESIGNER

We are aware as designers of our obligations under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project—

- (a) is designed and is capable of being constructed to be safe and without risk to health,
- (b) can be maintained safely and without risk to health during use, and
- (c) complies in all respects, as appropriate, with the relevant statutory provisions

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on Risk assessments available at http://www.hsa.ie/eng/FAQs/Safety_Statement_and_Risk_Assessment/, and that risk assessments will be carried out and maintained on the job file. We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works.

- H&S Policy & Organisation
- Arrangements
- Competent Advice
- Training & Information
- Individual Qualifications & Experience
- Monitoring, Audit & Review
- Workforce Involvement
- Accident/Incident Reporting, Review
- Sub Consulting Procedures
- Hazard Management & Risk Assessment
- Health & Welfare

There have been no enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Designers over the last three years.

None/
See details below

If any enforcement actions, legal proceedings accidents, fatalities or incidents give details:

www.education

We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organisation has adequate resources to fulfil the role of Designer.

On behalf of the Applicant, I declare that the Applicant is not guilty of misrepresentation in supplying or failing to supply the information requested

Signed

Date:

For and on behalf of Applicant (signature must be that of a Director/Principal)

Name (block letters)

Title (block letters)

Award Criteria - Design Consultant

Marking Sheet

Applicant Name & Discipline:

No.	Requirement/Criterion	Comments	Max Marks	Marks
(i)	Brief summary of the scope of agreed work and a timescale for its delivery		15	
(ii)	The firm's experience in similar projects (3 maximum) high-lighting the scope of works and the timescale.		15	
(iii)	Names of the personnel for the project, their experience on similar works and how much of their time will be devoted to the project.		10	
(iv)	Confirmation of appropriate professional Qualifications of the personnel for the project	[Refer to TGD008]	10	
(v)	Confirmation that all relevant other consultancy disciplines will be "bought in" and are included in the fee. The names of the relevant firms and their personnel for the project should also be included.	[The names of the relevant firms and their personnel for the project must be included]	10	
(vi)	How the Consultant will ensure that the project can be built within budget		10	
(vii)	VAT inclusive all-in fee (including buying-in other services as required, and all expenses). Confirmation that the fee includes the full scope of services required to complete the project and that no further fee adjustments will apply with the exception of substantive Client changes.	[1 % deducted for each % difference from lowest tender]	30	
(viii)		[Compliance Criterion only. Only applicants who passed this criterion to be marked]	Pass/ Fail	Yes/ No
(ix)	Confirmation of adequate Professional Indemnity and Employer's Liability Insurance.	[Compliance Criterion only. Only applicants who passed this criterion to be marked]	Pass/ Fail	Yes/ No
(x)	Confirmation of competency to act as Designer on the project (completed Declaration at appendix A)	[Compliance Criterion only. Only applicants who passed this criterion to be marked]	Pass/ Fail	Yes/ No
			Total	

Signed

Occupation:

For and on behalf of the Board of Management

Dated

Guidance on completing the Schedules to the Standard Conditions of Engagement for Consultancy Services (Technical)

TGD008 describes the procedure for engaging consultants for Devolved Projects. When Tenders have been obtained and the School Authority intend to appoint a Consultant, it is necessary to execute a formal agreement (called the **Standard Conditions of Engagement for Consultancy Services**) with that consultant. The following is a template Schedule (Both A and B) for use with that agreement. The Contracting Authority should use it to help them complete the actual form entitled “**Schedules to the Standard Conditions of Engagement for Consultancy Services (Technical) for Devolved Projects**” which is available on the web at www.education.ie under Planning and Building Unit, Technical Guidance. The Schedule should reflect and include the scope of work for which the consultant submitted his fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time. **It should always be completed by the Contracting Authority and not the Consultant.**

In general any items not highlighted are not capable of change in the actual electronic form. Items in green, like this note, are guidance to you on what to do but do not form part of the schedule. Items in Yellow are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.

Example 1:

12 Consultant has no authority to make –

any Change Order with an extra value above: € 2000 exclusive of VAT (do not change this figure)

In the above example it is clear that the amount of €2000 must not be changed!

Example 2:

6 Total Performance Period

The Total Performance Period is [Enter Total Project duration from appointment to substantial completion + defects liability period + 3 months Client Float] days starting on the day the Parties made the Contract.

Here you, the Contracting Authority, having discussed and agreed the time required to complete each stage of the project with the consultant should add all those figures together and then add a further 3 months “client float” or safety margin to get the overall performance period. The completed section will look something like this:

6 Total Performance Period

The Total Performance Period is 450 days starting on the day the Parties made the Contract.

Example 3:

TOTAL FEE

Lump Sum (do not change) [enter total fee tendered by consultant]

Here you **must not** change the wording “Lump Sum”. Your consultant’s fee should never be a percentage of the cost. However you do have to enter the actual fee (inclusive of expenses but exclusive of VAT) agreed with your consultant. The completed section will look something like this:

TOTAL FEE

Lump Sum: €9,300.00

SCHEDULE A: CONTRACT PARTICULARS

INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references, They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

1. APPOINTMENT

1 Client, Consultant, Contact Details

Client	
Name	[normally School Board of Management]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]

Client's Representative	
Name	[normally Chairperson Board of Management or Principal]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]

Consultant	
Name	[Consultancy firm]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]

Consultant's Representative	
Name	[Person in firm dealing with project]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]

2 PROJECT:

[Enter Brief description of the works]. All as per attached scope of work and in accordance with DoES Design Team Procedures for Devolved Projects

7 Whole, parts, of other documents included in the Contract

Conditions of Engagement [Technical]

Completed Schedules A and B to Conditions of Engagement

Scope of work [attached to Schedule] and

[add other documents if required]

Available on the web at www.education.ie:

The Design Team Procedures 2007 and associated DTP Practice Notes; (as applicable) DoES TGD007, DoES TGD001 to TGD006, and DoES TGD020 to TGD023

2. PERFORMANCE

12 Consultant has no authority to make –

any Change Order with an extra value above: € 2000 exclusive of VAT [do not change this figure]

Change Orders in any three month period with a cumulative extra value above: € 2000 exclusive of VAT [do not change this figure]

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.
not applicable

18 Insurance types, terms [do not change figures in yellow!]

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	€ 1.0m.	€ 10,000 or 1.5% of turnover, whichever is less.	From start to completion of the Services; and 6 years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage	€ 2.0m	€ 0	From start to completion of the Services.

to, property; with indemnity to the Client as principal			
Employers' Liability for death, injury, to employees	€ 13.0m	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

4. PROGRESS, PERIODS

6 Total Performance Period

The Total Performance Period is [Enter Total Project duration from appointment to substantial completion + defects liability period + 3 months Client Float] days starting on the day the Parties made the Contract.

7 COORDINATION

5 Facilities from the Client

N/a

6 Client's resident staff

N/a

11 Team Leader

The Consultant is team leader.

10. PAYMENTS

4 Interest

The rate of interest payable on Client's wrongful deduction is 5% p.a.

13. INTELLECTUAL PROPERTY, DOCUMENTS

11 Transfer

There is not transfer to the Client instead of licence.

14 Licence

Client may use Consultant's design etc. for –

Individual projects: N/a

Types of project: N/a

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: n/a

18 Publicity

Consent to publicity is required from the client.

14. TERMINATION

29 Payment where Client terminates at will [do not change figures in yellow!]

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 10% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

16. DISPUTES

1 Initial resolution method

not applicable

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: President Royal Institute of Architects of Ireland [amend to IEI President if consultant is Engineer]

5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the Arbitration rules are the Public Works and Services Arbitration Rules 2008.

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SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process as tabled below is not amend if required included in the Services as tabled below [and the Stage Fees].

TOTAL FEE

Lump Sum (do not change) [enter total fee tendered by consultant]

Enter the amount of days for each of the stages as discussed and agreed with the consultant. Do not change any of the items highlighted in yellow.

STAGE SERVICES	Performance Period from permission to start [4.1]	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Stage (i) Project up to and including Tender action and report					
Project up to and including Tender action and report	[Enter amount] days	approved Tender report	70%	n/a	10%
Stage (ii) Construction up to and including handover					
Construction up to and including handover	[Enter amount] days	Certificate of Substantial completion	25%	n/a	10%
Sub-Stage (ii a)	n/a				
	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii b)	n/a				
	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii c)	N/a				
	n/a days	n/a	n/a%	n/a	n/a%
Stage (iii) Completion of Project including Defects Certificate					
Completion of Project including Defects Certificate	[Enter amount] days	Defects Certificate	5%	n/a	%
Stage (iv)					
	n/a days		n/a%	n/a	n/a%
Stage (v)					
	n/a days		n/a%	n/a	n/a%

**PROJECT SUPERVISOR FOR THE DESIGN
PROCESS SERVICES**

Performance period

All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.

While required for these Services [subject to any later appointment, earlier clause 12 Termination, by the Client.

No additional payments

TIME CHARGES

The following time charges are not applicable in your project. The agreed fee is for the work complete. For substantive changes in the scope of work additional fees can be agreed as an additional lump sum, (but not based on time charges!). **Do not change any of the items highlighted in yellow.**

The following Time Charges apply to Stage Services [if Scheduled], suspension [4.22], Client's Changes [clause 11].

Grade	€ per hour (exclusive of VAT)
Project Director	n/a
Employers Representative	n/a
Project Manager	n/a
[Each] Senior Architect/Engineer	n/a
Project Architect/Engineer	n/a
Clerk of Works / Resident Engineer [employed directly by Consultant]	n/a
Assistant Clerk of Works / Resident Engineer	n/a
Site Inspector	n/a
Senior Technician	n/a
Junior Technician	n/a
Administrator	n/a
Project Supervisor for the Design Process	n/a
n/a	n/a
	n/a
	n/a
	n/a
	n/a
	n/a

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MANAGEMENT SERVICES

The following management services are included as part of the scope of service and the overall fees. The agreed fee is for the work complete including management services as below required to complete the project. **Do not change any of the items highlighted in yellow unless you have agreed specific services with the consultant.**

[Included in Stage Services as relevant, and in the Total Fee and Stage fees]

REPORTING		
Timing	Contents	Method
n/a	As TGD007 March 2009 (and DTP 2007 as applicable)	As TGD007 March 2009 (and DTP 2007 as applicable)
COMMUNICATIONS [clause 6]		
As required; As TGD007 March 2009 (and DTP 2007 as applicable)		
COORDINATION [7]		
As required to complete project satisfactorily		
COOPERATION [8]		
As required to complete project satisfactorily		
PAYMENTS [9]		
As Clause 9 CCoE on satisfactory completion of milestones in Stage Services above		
CLIENT'S CHANGES [11]		
As TGD007 March 2009 (and DTP 2007 as applicable)		
TERMINATION [14]		
n/a		
ALERTS, FOLLOW UP		
n/a		

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SION