

SKIBBEREEN STEAM MILL

TENDER & SCHEDULE

STANDARD CONDITIONS OF ENGAGEMENT FOR
CONSULTANCY SERVICES (TECHNICAL)

AN ARCHITECT-LED MULTI-DISCIPLINE SERVICE
PROVIDER (MDSP)



Tender and Schedule

for

The Provision of

An Architect-Led Multi-Discipline Service Provider

For

Skibbereen Steam Mill

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

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Department of Public Expenditure NDP Delivery and Reform
Government Buildings
Upper Merrion Street
Dublin 2

Tender

To	<i>The Contracting Authority</i>	Cork County Council
	<i>Address of Contracting Authority</i>	County Hall, Carrigrohane Road, Cork.
	<i>For the attention of</i>	Director of Services, Capital Delivery
Date:		

Contract	<i>For the provision of</i>	An Architect-Led Multi-Discipline Service Provider
In relation to	<i>Project title</i>	Skibbereen Steam Mill

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the lump sum fee of:

€ _____	euro excluding VAT for the Whole Stage/Stage(s),
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as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

Not Applicable	% for the
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together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

Rates for Tendered Time Charges

Grade	Hourly rate
<i>Architectural, Project Director</i>	€ _____
<i>Senior Project Architect</i>	€ _____

Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Project Architect	€ _____
Conservation Architect (Grade II)	€ _____
Landscape Architect (All grades)	€ _____
<i>Employer's Representative</i>	€ _____
<i>Civil & Structural Engineering; Project Director</i>	€ _____
<i>Senior Project Civil & Structural Engineer</i>	€ _____
<i>Project Civil & Structural Engineer</i>	€ _____
<i>Conservation Accredited Civil & Structural Engineer</i>	€ _____
Mechanical & Electrical Engineering; Project Director	€ _____
Senior Project Mechanical & Electrical Engineer	€ _____
Project Mechanical & Electrical Engineer	€ _____
Specialist Lighting Design Engineer	€ _____
<i>Quantity Surveying; Project Director</i>	€ _____
<i>Senior Project Quantity Surveyor</i>	€ _____
<i>Project Quantity Surveyor</i>	€ _____
<i>Fire Safety Consultant (all grades)</i>	€ _____
<i>Disabled Access Certificate Consultant (all grades)</i>	€ _____
<i>Interpretative Designer/Historian/Curator & Artist (all grades)</i>	€ _____

Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Ecologist (all grades)	€ _____
BIM Manager	€ _____
Information Manager	€ _____
Planning Consultant Services (all grades)	€ _____
<i>Technicians (All Grades - Architectural / Civil & Structural / Mechanical & Electrical / Lighting Design)</i>	€ _____
<i>Design Certifier</i>	€ _____
<i>Assigned Certifier</i>	€ _____
<i>Project Supervisor for the Design Process</i>	€ _____
<i>Administrator</i>	€ _____
DAILY RATE FOR SITE VISIT - GRADE	DAILY RATE FOR SITE VISIT
Daily rate for site visit – Architects (All grades)	€ _____
Daily rate for site visit – Employer’s Representative	€ _____
Daily rate for site visit – Civil & Structural Engineer (All grades)	€ _____
Daily rate for site visit – Mechanical & Electrical Engineer (All grades)	€ _____
Daily rate for site visit – Quantity Surveyor (All grades)	€ _____
Daily rate for site visit – Fire Safety Consultant	€ _____
Daily rate for site visit – Disabled Access Certificate Consultant	€ _____
Daily rate for site visit – Interpretative Designer / Historian / Curator / Artist	€ _____

Daily rate for site visit – Ecologist	€ _____
Daily rate for site visit – Planning Consultant	€ _____
Daily rate for site visit – Technicians (All grades)	€ _____
Daily rate for site visit – PSDP	€ _____

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- 365days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

- (a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and
- (b) if the Each and Every Insurance:
 - (i) becomes available to us at the Increased Premium Rates; or
 - (ii) is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

“**Each and Every Insurance**” means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

“**Annual Aggregate Insurance**” means professional indemnity insurance on an annual aggregate

basis at the level set out in the Schedule.

Is sinne, le meas,

Signed on behalf of

Name of Tenderer

Signature of authorised person

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer

Name of Tenderer

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

**STANDARD CONDITIONS OF ENGAGEMENT
FOR CONSULTANCY SERVICES (TECHNICAL)
SCHEDULES**

SCHEDULE A: CONTRACT PARTICULARS¹

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	Cork County Council
Telephone	021-4276891
Mobile	n/a
Email	n/a

Client's Representative	
Name	Liam Lynch, Senior Engineer, Capital Deilvery.
Telephone	
Mobile	
Email	liam.lynch@corkcoco.ie

Consultant	
Name	
Telephone	
Mobile	
Email	

¹ Completed by the Client

Consultant's Representative	
Name	
Telephone	
Mobile	
Email	

2 Project

Cork County Council is seeking to appoint an Architect led multi-disciplinary service provider (MDSP) to provide consultancy services for the proposed development of the existing Old Steam Mill located in Skibbereen Co Cork.

The project is to provide for the complete redevelopment, alteration, refurbishment and extension (as may be required) of a complex of existing historic structures, adjacent building(s) and associated site into a proposed exhibition space and heritage centre with associated public realm enhancements.

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

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
4. Any Post Tender Clarification
5. Form of Tender and Schedule A&B
6. Conditions of Contract
7. The Agreement
8. Project Brief (section detailing the scope of services required).
9. Scope of Services
10. Tender Queries and Responses (if any) considered relevant
11. Fee Breakdown
12. Collateral Warranty Agreements between the Principal Service Provider and all Specialist Skills Providers (if not provided by the lead applicant.)
13. Professional Indemnity (PI) Insurance Certificate from all service providers
14. Model Form 2.1 & 2.4 from all service providers
15. Model Form 2.5 from the PSDP

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 0.00 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 0.00 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

Consultant Authority is zero until otherwise confirmed by Client

17 Limit of Liability

The Liability Cap is:

€ 1,000,000.00 / (euro)²

The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to

- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;
- c) wilful default;
- d) gross negligence;
- e) third party property;
- f) sub-clause 13.26 of this Agreement; or
- g) any liability which the Consultant cannot lawfully exclude or limit.

² If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)

19 Insurance types, terms

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
<p>Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence.</p> <p>The conditions provide for claims for breach of professional duty or civil liability as well as negligence.</p> <p>The jurisdiction in which claims can be lodged and settled includes IRELAND</p>	<p>Each and every claim or series of claims arising out of the same originating cause³</p> <p>€2,000,000.00 (Principal Service Provider</p> <p>and</p> <p>Specialist Skills Providers € 1,000,000.00 LA/ C&S Eng / CA Eng/ M&E Eng/ SLD/ QS/ FSC/ DAC/ IDHCA/ Eco/ PCS/ PSDP/ DC/AC/ER)</p> <p>OR</p> <p>Per claim and limited in the Annual Aggregate⁴</p> <p>€2,400,000.00 (Principal Service Provider</p> <p>and</p> <p>Specialist Skills Providers € 1,200,000.00 LA/ C&S Eng / CA Eng/ M&E Eng/ SLD/ QS/ FSC/ DAC/ IDHCA/ Eco/ PCS/ PSDP/ DC/AC/ER)</p>	<p>2.0% of gross fee turnover, or €5,000 whichever is greater</p>	<p>From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.</p>

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6,500,000	€ 10,000	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13,000,000	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

25 Key Team Members

Key Team Members are the members of the Consultant's team that are named in the Consultant's tender submission for the Services and/or named in the Consultant's suitability assessment questionnaire response for the Services, as applicable.

7. COORDINATION

5 Facilities from the Client

None

6 Client's resident staff

None

11 Team Leader

The Consultant is team leader.

9. PAYMENTS

13 Inflation Adjustment

First Adjustment Date means for any element of the Fee that is

- a) a Lump Sum [by Schedule B only, not by conversion under 9.11,12], the date that is the Base Date;
- b) based on Tendered Time Charges, the date that is the Base Date;
- c) a Lump Sum [by conversion under 9.11,12 only] the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Conversion Date;
- d) a percentage applied under 9.7,8 the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Application Date.

³ The Each and Every Insurance for the purpose of the Tender

⁴ The Annual Aggregate Insurance for the purpose of the Tender

Base Date means the date that is the first day of the 25th month falling after the date that is 10 days before the last date of receipt of the Consultant’s tender for the Services, or, if there was none, 10 days before the Client received the Consultant’s tender for the Services.

Calculated Time Charges means Time Charges that are calculated by the Client in accordance with Section 5.5 (Pricing) of the Instructions to Tenderers for Consultancy Services using a formula to calculate hourly rates and carrying a document reference of ITT-S1a or ITT-S2a, as applicable. Calculated Time Charges shall only apply where ITT-S1a or ITT-S2a was used in the tender for the Contract.

COE Fee Adjustment Factor is the figure for a Relevant Quarter in an Indexation Year published on the constructionprocurement.gov.ie [or any successor] website.

Indexation Year means a period of a year with the first Indexation Year being the period starting on the First Adjustment Date and ending on the day before the anniversary of the First Adjustment Date; for each subsequent Indexation Year it shall be the period of a year from the last anniversary of the First Adjustment Date and ending on the day before the next anniversary.

Percentage Fee Application Date means the date upon which the Client applies a Scheduled Percentage for the Total Fee under 9.7,8.

Percentage Fee Conversion Date means the date upon which the Client converts a Scheduled Percentage Total Fee to a Lump Sum Fee under 9.11,12.

Quarter means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December in any calendar year.

Relevant Quarter means the Quarter in which a First Adjustment Date occurs.

Tendered Time Charges means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services using tendered hourly rates and carrying a document reference of ITT-S1b or ITT-S2b, as applicable. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

10. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client’s wrongful deduction is refer to Prompt Payment of Accounts Act p.a⁵.

12. BUDGETARY CONTROL

2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

13. INTELLECTUAL PROPERTY etc

11 Assignment

There is not assignment to the Client instead of a licence.

Document, design or deliverable	N/A
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⁵ If no rate of interest is specified, the European Central Bank main refinancing rate ('ECB') plus eight percentage points (ECB+8%) shall apply.

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: NIL.

18 Publicity

Consent to publicity is required from the Client.

14. TERMINATION

9 Scheduled termination events

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:
 - (i) the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
 - (ii) the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
 - (iii) in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
 - (iv) the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine or any subsequent amendments to same).
2. Any breach of clause 2.22,23 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

In this Form of Tender and Schedule, the reference to "Treaties" means the Treaty on European Union, the Treaty on the Functioning of the European Union, the Treaty establishing the European Atomic Energy Community and the Charter of Fundamental Rights of the European Union.

30 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 5 % of the difference between the Fees payable under clause 14.27 [without any apportionment under 14.28], 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

(a) interparty), (b) Conciliation, (c) Arbitration

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]: Presidnet of Engineers Ireland

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at

the request of either party by the Chairperson of the Panel of Adjudicators.

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 Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts (AR1)* published on <http://constructionprocurement.gov.ie/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date).

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stage as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 is included in the Services [and the Stage Fees].

DESIGN CERTIFICATE SERVICES

The Consultant is required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

TOTAL FEE [9]

Lump Sum: € _____

STAGE SERVICES

Stage (i) Preliminary					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	6 weeks	100 % of stage fee (i) on submission of Stage 1 Report.	Consultant to state. TOTAL FOR STAGE (i) _____ %	Consultant to state. TOTAL FOR STAGE (i) € _____	5 %

STAGE SERVICES

Stage (ii) Design					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Whole Stage	Refer to sub-stages below	Refer to sub-stages below	Consultant to state. TOTAL FOR STAGE (ii) _____ %	Refer to sub-stages below	Refer to sub-stages below%

Sub-Stage (ii a) Outline Design					
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	20 weeks	20 % of sub-stage fee (ii a) on appointment of Phase 1 Works Contractor(s). 30 % of sub-stage fee (ii a) on administration of contract(s), submission of agreed final account(s), handover and completion of updated safety file for Phase 1 Works. 50 % of sub-stage fee (ii a) on submission Stage 2A Outline Design Report		Consultant to state. TOTAL FOR SUB - STAGE (ii a) € _____	5 %

Stage (ii) Design					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Sub-Stage (ii b) Scheme Design					
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	32 weeks	80 % of sub-stage fee (ii b) on submission of Part VIII Application 10% of sub-stage fee (ii b) on obtaining Part VIII 10 % of sub-stage fee (ii b) on submission Stage 2B Design Report		Consultant to state. TOTAL FOR SUB - STAGE (ii b) € _____	5%
Sub-Stage (ii c) Detailed Design					
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	22 Weeks	20% of Sub-Stage fee (ii c) on submission of Fire Cert/DAC 80% of Sub-Stage fee (ii c) on submission of Stage 2C Pre-Tender Report		Consultant to state. TOTAL FOR SUB - STAGE (ii c) € _____	5%

STAGE SERVICES

Stage (iii) Tender Action, Evaluation, Award					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	24 weeks		Consultant to state. TOTAL FOR STAGE (iii) _____ %	Consultant to state. TOTAL FOR STAGE (iii) € _____	5 %
Breakdown of Milestone Payment to projects;		<p>15% of stage fee (iii) on completion of the pre-qualification of works contractors and reserved specialists</p> <p>50% of stage fee (iii) on completion of all tender documents, including Bill of Quantities, submission of pre-tender estimated based on completed Bill of Quantities</p> <p>5% of stage fee (iii) on issuing tender documents to tenderers</p> <p>20% of stage fee (iii) on receipt of tender report(s), including tender analysis and contractor recommendation</p> <p>10% of stage fee (iii) on award of contract(s)</p>			

STAGE SERVICES

Stage (iv) Construction					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	104 weeks	Payments pro-rata with certificates of construction works.	Consultant to state. TOTAL FOR STAGE (iv) _____ %	Consultant to state. TOTAL FOR STAGE (iv) € _____	5 %

STAGE SERVICES

Stage (v) Handover of Works					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
The consultant shall provide all technical and management services as referred to in The Project Brief & Scope of Services including all Stage Specific Requirements and Deliverables as set out under Section 6	64 weeks		Consultant to state. TOTAL FOR STAGE (v) _____ %	Consultant to state. TOTAL FOR STAGE (v) € _____	5 %

Stage (v) Handover of Works					
STAGE SERVICES	Performance Period from permission to start [4.4] (weeks)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Breakdown of Milestone Payment to projects;		<p>25% of this Stage fee (v) on the issuing of the certificate of substantial completion to the Contractor by ER</p> <p>30 % of this Stage fee (v) to be realised on handover of the completed and agreed safety file to the client</p> <p>20 % of this Stage fee (v) to be realised on submission of agreed final account(s) to client</p> <p>15 % of this Stage fee (v) to be realised on signing off on all duties for the project(s) after the completion of the maintenance period, the production of all files, drawings and other documents, hard and electronic copies, in suitable containers fully referenced for the project.</p> <p>10% of this Stage fee (v) to be realised on completion of Energy Audit Report</p>			

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

The services required are outling in the Project Brief and Scope of Services

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 2013, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following Tendered Time Charges apply to suspension [4.21], Client's Changes [clause 11] (unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply)

Grade	€ per hour (exclusive of VAT)
Personnel and grades listed on pages 5 of the Form of Tender shall be used here in the determination of time charges	Rate for time charges shall be as per the rates inserted for time charges in the tender section (Pages 3-6)

Grade	€ per hour (exclusive of VAT)

MANAGEMENT SERVICES

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

REPORTING		
Timing	Contents	Method
As per project brief & scope of services	Progress reports detailing planned and actual progress on deliverables for all stages, as outlined here, <ul style="list-style-type: none"> - planned and actual progress of contractor procurement, -planned and actual progress of construction and issues which might impact on the programme of the works -Labour Plan v Actual - Plant Plan v Actual - Programme: Plan v Actual (Critical Path) - Financial Statements; (contract / change orders/ claims, cost reports, etc) shall be issued 	By email and letter to client.

TRANSFERS [3]		
Timing	Contents	Method
As applicable	Assignment	By Formal Letter
As applicable	Sub-contracting	By Formal Letter
At least one month from the proposed assignment	Request for consent. Name of person to whom sub-contract/benefit the Consultant proposes to make the assignment. Consultants reasons for doing so.	By Formal Letter and Email

COMMUNICATIONS [6]

Timing	Contents	Method
As per the requirements of the Building Control Regulations (as amended)	Do all things required of the Designer, Ancillary Certifier (for Design), Design Certifier, Assigned Certifier and Ancillary Certifier (other than Design) for the Project (as set out in the Building Control Regulations (as amended))	As per the requirements of the Building Control Regulations (as amended)
As per the requirements of the Building Control Regulations (as amended)	Fulfil all reasonable requests and comply in full with all relevant requirements of the above Regulations (as amended)	As per the requirements of the Building Control Regulations (as amended)
Continuous, throughout the project	All clauses and Contract requirements (as detailed in the Contract), and as required	Verbally with the stakeholder(s) and then confirmed by email, with the original document forwarded to CR/ER
Within the time limits set out in the Contract or where not stated within a reasonable time period	All communications, notices and certifications required by the Contract	By email, with the original document forwarded to CR/ER

Monthly	Brief Monthly Report, including a Programme showing the planned and current progress on the deliverables for the Civil and Structural Engineering Consultancy	By email, with the original document forwarded to CR/ER and the actions items taken/to be taken summarised in the Report
Within 1 week of the project meeting	Report on the status of the action items from the Minutes of the previous site meeting, involving the Consultant	Action by phone initially with the relevant stakeholder and then sent in writing by email, mail or by fax to them, with a copy provided to CR/ER
Within 1 week of the project meeting	New action items are to be requested to be added to the Agenda for the next site meeting involving the Consultant	By email, telephone, mail or by fax to the CR/ER
Weekly	Design co-ordination with the other consultants, Architects Dept and other stakeholders	By phone initially with the relevant stakeholder and then sent in writing by email mail or by fax to them with a copy to CR/ER
As applicable	Request to change a key member of the Consultants project team	By letter to CR/ER
As required	Regular and extra updates when necessary, for informed consultation, co-operation and follow up with the other stakeholders	By phone initially with the relevant stakeholders and then sent in writing by email, mail or fax to the relevant stakeholder, with a copy to CR/ER
As detailed in the Contract	All clauses and Contract requirements (as detailed in the Contract)	By email, with the original document forwarded to CR/ER
As required	Reports on any special actions required during suspension (clause 4.14)	By email, with the original document forwarded to CR/ER

COORDINATION [7]

Timing	Contents	Method
<p>As per the requirements of the Building Control Regulations (as amended)</p> <p>As per the requirements of the Building Control Regulations (as amended)</p> <p>Within the time limits set out in the Contract or where not stated within a reasonable time period</p>	<p>Do all things required of the Designer, Ancillary Certifier (for Design), Design Certifier, Assigned Certifier and Ancillary Certifier (other than Design) for the Project (as set out in the Building Control Regulations (as amended))</p> <p>Fulfil all reasonable requests and comply in full with all relevant requirements of the above Regulations (as amended)</p> <p>All clauses and Contract requirements (as detailed in the Contract)</p>	<p>By email, with the original document forwarded to CR/ER and the actions items taken/to be taken summarised in the Report</p> <p>Action by phone initially with the relevant stakeholder and then sent in writing by email, mail or by fax to them, with a copy provided to CR/ER</p> <p>By email, telephone, mail or by fax to the CR/ER</p> <p>By phone initially with the relevant stakeholder and then sent in writing by email mail or by fax to them with a copy to CR/ER</p> <p>By letter to CR/ER</p> <p>By phone initially with the relevant stakeholders and then sent in writing by email, mail or fax to the relevant stakeholder, with a copy to CR/ER</p> <p>By email, with the original document forwarded to CR/ER</p> <p>By email, with the original document forwarded to CR/ER</p>
<p>Weekly</p>	<p>Design co-ordination with the other consultants, the Architects Dept and the other stakeholders</p>	<p>By email, with the revised drawing and or comments forwarded to CR/ER (and to the other stakeholders where so authorised by CR/ER)</p>
<p>As required</p>	<p>Regular and extra updates when necessary, for informed consultation, co-operation and follow up with the other stakeholders</p>	<p>Verbally with the stakeholder(s) and then confirmed by email, with the original document forwarded to CR/ER</p>

COOPERATION [8]

Timing	Contents	Method
As per the requirements of the Building Control Regulations (as amended)	Do all things required of the Designer, Ancillary Certifier (for Design), Design Certifier, Assigned Certifier and Ancillary Certifier (other than Design) for the Project (as set out in the Building Control Regulations (as amended))	As per the requirements of the Building Control Regulations (as amended)
As per the requirements of the Building Control Regulations (as amended)	Fulfil all reasonable requests and comply in full with all relevant requirements of the above Regulations (as amended)	As per the requirements of the Building Control Regulations (as amended)
Within the time limits set out in the Contract or where not stated within a reasonable time period	All clauses and Contract requirements (as detailed in the Contract)	By email, with the original document forwarded to CR/ER
At the scheduled project meetings and other non scheduled meetings	All clauses and Contract requirements with regular and extra updates (when necessary) for informed consultation, co-operation and follow up with the other stakeholders	Project and other meetings, which are to be recorded in the minutes of the meeting
As required	Regular and extra updates when necessary, for informed consultation, co-operation and follow up with the other stakeholders	Verbally with the stakeholder(s) and then confirmed by email, with a copy of the document forwarded to CR/ER

PAYMENTS [9]

Timing	Contents	Method
As outlined in Schedule B	<p>Consultant to seek approval to submit draft invoice.</p> <p>Consultant to submit draft invoice for approval wrt services performed.</p> <p>Consultant to provide information relation to scheduled service performed timeline with reference to the first adjustment date and Indexation Year 1 and subsequent years regardless of timelines of submissions of draft invoice.</p> <p>Client to provide COE Fee Adjustment Factor(s) where applicable.</p> <p>Consultant to submit invoice adjusted for inflation (where applicable)</p> <p>Consultant also to provide unadjusted cumulative fee and cumulative inflation payment (where applicable) relating to the contract.</p> <p>Any invoice should clearly separate items which attract different VAT rates.</p>	In writing via email and hardcopy to Client's Representative.

CLIENT'S CHANGES [11]

Timing	Contents	Method
As Applicable	Client to provide a written statement of the scope of change, seeking a costed proposal from the consultant on matters covered in clauses 11(1) to 11(7) within a stated time. Client to endorse the change proposal with amendments at its discretion within three weeks of its receipt the consultant to respond with a written acceptance within one further week.	Rates used for personnel shall be those used in the original tender.

TERMINATION [14]

Timing	Contents	Method
As applicable	Consultant to prepare a comprehensive Handover Report covering all contract obligations on termination	By letter & meetings

ALERTS, FOLLOW UP

Timing	Contents	Method
Conflict of Interest [2.29]	<p>Details of Conflict of Interest-</p> <p>Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].</p>	By Formal Letter
<p>As Applicable</p> <p>As Applicable</p> <p>As Applicable</p>	<p>A construction variation is required which is beyond the Consultant's authority to issue Clause 2(12) in Schedule A</p> <p>Information, access or assistance that is urgently needed (clause 7)</p> <p>Insurance Default, clause 2.19</p>	<p>The Consultant notifies CR/ER, within 2 working days of the need for the variation becoming apparent to the Consultant</p> <p>The Consultant is to communicate his requirements to CR/ER with the required dates and timescales at the start of the project, and as required during the project</p> <p>By mail to CR/ER, or in the case of default, by CR/ER to the Consultant by mail</p> <p>The Consultant shall submit written confirmation of the renewal due dates to CR/ER by email, with the original document forwarded to CR/ER</p>
<p>As Applicable</p> <p>Changes to Key Team Members and Design Team Lead as soon as practicable and any event not less than 2 months prior to the change being made.</p>	<p>From consultant to client as soon as aware of circumstances likely to require changes in agreed scope of construction works</p> <p>Issue a proposal to the Client providing details of the reason for the change, details of the proposed replacement Key Team Members, possible impacts including anything likely to cause loss, damage and or inconvenience to the Client and how they will be overcome. Details of the proposed co-working arrangements for existing and replacement Key Team Members during the minimum 1 month transition period.</p>	<p>By written communication within two working days of the circumstances becoming apparent.</p> <p>Face to face meetings, interviews with proposed replacement Key Team Member and hard copy proposal.</p>

