



DTP-2025 Cost Control Procedures

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1. Introduction

1.1 Application

This Practice Note sets out the Cost Control requirements for the delivery of a construction project. It forms part of the Design Team Procedures **[5th Edition 2025]** and must be complied with.

The **Design Team Procedures [5th Edition 2025]** and any associated Technical Guidance notes and Practice Notes (published at www.education.ie) apply to all schools construction projects funded in part or in total by the Department of Education & Youth unless otherwise stated.

1.2 Management/Co-ordination of Stage

The Design Team Leader will be the Architect (unless otherwise stated). The Design Team Leader's duties include overall Management /Coordination of the Project Stage and Programme.

It also includes overall management of Cost Control of the project.

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 Design Guidelines, and other briefing documents including cost control. In particular:

- The Design Team has a **joint and collective responsibility** to comply with the **Design Team Procedures 2025 including all Technical Guidance and Practice notes** in full, and for carrying out the design cost control process
- The onus and responsibility rests with the Design Team to ensure that the project is **fully designed, detailed and co-ordinated** before going to tender and that all the information necessary to complete the construction without additional cost implication's is included in the Tender Documents
- 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.

1.3 Performance Assessment

Performance assessment will be carried out on each member of the Design Team and each consultant's performance may be taken into account for future appointments. The criteria for performance assessment will include a review compliance with these cost control procedures.

2. COST CONTROL

2.1 Pre- Planning & Cost Control Procedures

The Design Team must undertake thorough pre-planning of the project at the earliest possible stage and in any event before going to tender, and carry out the Cost Control Procedures in this document.

In particular the Design Team shall note that the authorised area and cost limits **must not be exceeded at any stage** of the project. The development of the design at any stage, based on proposals in excess of the agreed area limit or cost limit, is a breach of Contract and may result in the termination of the contract with one or more of the Design Team. It will, in any event, result in Sanctioning Authority funding being withheld, resultant delays and abortive work at the Design Team's own expense (as well as a negative performance assessment).

Where the Design Team are unable to design the project within the agreed cost limits, they must apply the procedures for Project Viability and Brief Changes set out in the **Design Team Procedures 2025**.

The Building Unit's current Outline Cost Plan, Cost Plan and Cost Analysis forms (available at www.education.ie) **must be used** in all stage reports to the Client (and where required to the Department). All data entries must be completed, together with outline specification notes.

2.2 Cost Control and Carbon Reporting:

The Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation have published new Cost Control and Carbon reporting templates (Available on the CWMF Website), incorporating the International Cost Management Standards (ICMS3). The templates are for use on all new capital works projects (commencing stage 1) from 1st January 2024. It is now mandatory to use the templates to report on capital costs of works projects. Nine templates have been provided to facilitate reporting on public works project across various sectors of the construction industry. The templates are based on ICMS3. The templates provide for reporting on embodied carbon during construction.

The relevant template for DoEY Projects is the most up to date version of: **CC1 – Buildings – Cost and Carbon Template**. This can be accessed on the Capital Works Management Framework Website.

2.3 Contractor Inflation Entitlement calculations as provided for within the contract

The Design Team Quantity surveyor is responsible for formulation administering the inflation mechanisms which are provided for within the current versions of the Constriction Contract. The current provisions provide for both additions and omissions in relation to inflation dependent on the extent that inflation is below or exceeds thresholds which are set within the tender schedule. This is a continuous process which requires administration throughout stage 4 of the project.

2.4 Area Limits

The Total (New build) Floor Area (area limit) for a Project is the total area in the agreed Schedule of New Build Accommodation.

The floor area for individual spaces is measured to the faces of the dividing walls, and the total floor area is measured to the inside face of the external walls. The area of internal walls is calculated separately and indicated on the applicable Schedule of Accommodation Reconciliation Form (see www.education.ie).

2.5 Cost Limits

The Building Cost Limits for all Educational Buildings consist of two elements:

- The Basic Building Cost [BBC] Limit, and
- The External Works Allowance [EWA]

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 Department determines both the BBC and the EWA (see **Cost Limits for Primary School Buildings** and **Cost Limits for Post-primary School Buildings** at www.education.ie).

The BBC and EWA are both **maximum amounts (including Vat)** 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.

However, where in the professional opinion of the Design Team in consultation with the Client, exceptional costs in excess of BBC and EWA (i.e. not normally associated with the BBC or EWA) will arise and can be justified, then, such costs should listed under the heading of “**Abnormal Costs**”.

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.)

2.6 Basic Building Cost

The Basic Building Cost (BBC) is expressed as a cost per square metre (inclusive of VAT) 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.

The relevant Basic Building Cost will be that available on the Department’s website at the beginning of a project and is subject to intermittent updates (. The Design Team should ensure that they are working to the most up to date Basic Building Cost (BBC).

2.7 External Works Allowance

The External Works Allowance (EWA) provides for normal expected external works associated with the new build element of the project and is expressed as a % of the BBC.

Where the NBSE is being used this information should now be mapped to ICMS3 to ensure that the up-to-date requirements are being implemented. All of the items included within the relevant National Standard Building Elements are the same inclusions that should be retained when using ICMS 3

**All current and future projects are required to use ICMS 3:
(NBSE Elements Should be mapped to ICMS3)**

Demolition, site preparation and formation

- 2.01,2.01.020, 2.01.050, 2.01.060, 2.01.070, 2.01.080, 2.01.090, 2.01.100

External and ancillary works

- 2.07, 2.07.010, 2.07.020, 2.07.030, 2.07.040, 2.07.050, 2.07.060, 2.07.070

Surface and underground drainage

- 2.06, 2.06.010, 2.06.020, 2.06.030, 2.06.040, 2.06.050, 2.06.060

Architectural works Non-structural works

- 2.04.060 (Roads Paths & Paving's)
- 2.04.070 (Services Mainly Piped and Ducted, Main Electrical)
- 2.05.050, 2.05.070 (drainage and refuse disposal, water distribution)

External and ancillary works

- 2.07,2.07.010, 2.07.020, 2.07.030, 2.07.040, 2.07.050, 2.07.060, 2.07.070,

Work and utilities outside site

- 2.11,2.11.010, 2.11.020,

2.8 Abnormal Costs

Abnormal Costs are **exceptional Project Specific Costs** (i.e. costs not normally associated with the Basic Building Cost or External Works and which cannot be reasonably ascribed to either). [Refer to the DoEY Building Cost limits available on the Department's website (www.education.ie) for further information on what is included as part of the BBC]

The Design Team is required to investigate, justify and quantify all abnormal costs at the earliest possible stage in the design process.

- Abnormal costs likely to have an impact on project viability should be identified prior to the pre-Stage 1 meeting (see **DTP-2025 Preliminary Design - Stage 1**).
- All Abnormal costs (other than unforeseeable Statutory Approval conditions) **should be fully investigated, justified quantified and costed prior to the Stage 2a pre-planning stakeholder meeting**.
- Abnormal costs **must be** separately identified in the relevant section of the standard Cost Plan for the particular stage, each one individually itemised and justified. Abnormal Costs shall include an appropriate proportion of Preliminaries, Insurances and Value Added Tax.

2.9 Work to Existing

Work to existing buildings should be treated in the same manner as abnormal costs.

Such work must also be individually identified, investigated, itemised, and justified.

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.

- Costs for Works to Existing shall include an appropriate proportion of Preliminaries, Insurances and VAT. Such work must not exceed the allowable maximum cost identified in the brief.
- In analysing the estimated cost of works to existing buildings, the unit cost (cost per square metre) of all elements must 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.
- 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) as early as possible in the design process.
- Works to the existing likely to have an impact on project viability should be identified prior to the pre-Stage 1 meeting (see **DTP-2025 Preliminary Design - Stage 1**).
- All Works to the existing (other than arising from unforeseeable Statutory Approval conditions) should be fully investigated and quantified (in as far as possible without an invasive survey) prior to the pre-planning stakeholder meeting (see **DTP-2025 Developed Design - Stage 2a**).

2.10 Fixed Furniture and associated fittings

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.

For further information on furniture and fittings see the relevant Primary or Post-primary Design Guidelines.

2.11 Allowable limits/viability thresholds

To allow the Design Team to carry out reasonable level of site and archaeological investigations without reference to the client or Department, maximum expenditure limits for such work form part of the brief.

The cost of such necessary (site and archaeological) investigations within the approved limit will be borne by the Client and funded by the Department on receipt of invoice sent through the Design Team leader to the Client/Department with a recommendation for payment and confirmation that the appropriate procurement process was carried out for the work.

Where no Cost Threshold for necessary (site and archaeological) investigations is set on appointment, a default maximum of **€50,000** applies.

Viability thresholds also apply to external works, abnormal works and work to existing. Where the relevant maximum cost or percentage is stated in the briefing documents those limits apply.

Where no limits are stated the maximum costs/percentages are as follows:

EWA - new build	Max 12.5% of BBC
EWA - existing & refurbishment projects	Max 10% of BBC
Abnormal Works	Max 20% of BBC
Work to Existing Buildings	Max 70% of equivalent new build

The Design Team are required to minimise the above costs and in particular must individually mitigate such costs where possible. Where any of the above project costs are outside the limits set, the project has exceeded its viability threshold, and a Brief Change is required. Project cost limits cannot be changed except by means of a Brief Change.

2.12 Project Viability

Whereas part of the Stage 1 or from information from any source at any stage, the Design Team become aware that:

- There are insurmountable Health and Safety issues
- Some or all of the information provided is not accurate and such inaccuracies will materially affect the viability of the Project
- There is no suitable building location on the site (within the given project parameters),
- The site and location evaluations identify substantive difficulties that will materially affect the viability of the Project,
- The proposed alterations and/or remedial works are not viable in the context of the overall condition of the building and the relative condition of other elements

Then, in accordance with the **Design Team Procedures 2025**, the Design Team must notify the Client who in will contact the Department to request a Brief Change or recommend the abandonment of the project in its current form.

2.13 Brief Changes

Where the Project remains viable, but (from information from any source at any stage), the Design Team become aware that:

- **A project as designed up to that point has deviated substantially (for whatever reason) from the brief (including the design guidelines) or**
- **the Cost limits for the project have been/will be exceeded**
- **the Area limits for the project have been/will be exceeded**

a review or change to the Brief is necessary. The Design Team should in accordance with the Design Team Procedures 2025 notify the Client in a timely manner who will contact the Department to request a Brief Change.

Where the requested brief change does not affect the viability of the project or impact on the progress of the design, such a review/request can be referred to the Department at the next Pre-Stage 1/Pre Planning (Stage 2a) meeting for discussion/resolution at that time.

Other than as described above the Design Team **must not continue** with the design of a project not in compliance with the brief without first obtaining authorisation for a Brief Change. Where the Design Team has proceeded with such design work not in accordance with the brief, the Design Team **will be liable for all abortive design works** arising there-from, up to and including reversion to an earlier stage.

All brief changes will be recorded on file and issued in writing to the Client and Design Team.

2.14 Contingencies

The Capital Works Management Frameworks 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**.

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, detail and co-ordinate a project before going to tender.

2.15 Additional Floor Area/ Works

It is considered that the project brief is sufficient to meet all educational requirements; however, in exceptional circumstances the client may elect to provide additional floor area/works at their own expense as follows:

- **Proposals for additional floor area/works must be notified by the client to the Department before final agreement and acceptance of the Schedules of Accommodation.**
- Such proposals **must include** details of the additional floor area/works and the method of financing.
- Documentary evidence provided by the client (e.g. a letter from a recognised financial institution) of the ability to fund the additional area will be needed at the pre-planning Stakeholder meeting.
- All works arising from the additional floor area/works **must be** separately identified at all stages (in all documentation) and **must be** costed separately.
- In calculating the cost of such works a proportionate element of on-costs shall be included (e.g. associated external works and abnormal works, preliminaries, insurances, bond).
- The Client **will be** responsible for all payments to the Contractor for these works.
- Professional fees arising from these works **will also** be the subject of a separate contract between the client and the Design Team and the client will be responsible for all fee payments for these works.
- Any increase in the cost of the approved scheme arising from the provision of the additional floor area/works (e.g. structure increase due to increased loading and/or increased spans, phasing costs, additional preliminaries costs, etc.) **will also be** the responsibility of the client.

(This provision does not apply to schools using Generic Designs and cases where the Department is the Client.)

3. Design Stages

3.1 General

The deliberate development of the design (at any stage) based on proposals substantially in excess of the most recently Department authorised area limit or cost limit and not in accordance with the procedures for Project Viability and Brief Changes, is a Breach of Contract and may result in the termination of the contract with one or more of the Design Team members.

3.2 Carbon Reporting

The OGP have published new Cost Control and Carbon reporting templates, incorporating the International Cost Management Standards (ICMS3). The templates are for use on all new capital works projects (commencing stage 1) from 1st January 2024. It is now mandatory to use the

templates to report on capital costs of works projects. Nine templates have been provided to facilitate reporting on public works project across various sectors of the construction industry. The templates are based on ICMS3. The templates provide for reporting on embodied carbon during construction.

3.3 Stage 1

Thorough site investigations **are required** to fully determine the cost implications for each preliminary design option. Design options with excessive cost should be excluded at this initial stage.

Arising from the site investigations, initial design proposals and the cost review, a preferred option will emerge which achieves the best balance between the design (architectural, engineering and health & safety), educational, and economic requirements of the project.

- It is **essential** that the Design Team record the cost implications of each option and particularly the preferred option for presentation and discussion at the Pre-Stage 1 Stake-holder Meeting.
- The meeting outcome will (if justified) include an adjusted cost limit taking into account the site specific issues raised. **No provision** can or will be made for additional costs not identified at this stage.
- Additional costs arising at a later stage (which should have been identified at Stage 1) **are a breach of these cost control procedures** and will be considered for the purposes of performance assessment.
- A cost review should be carried out after the preferred option has been agreed to ensure that the project **will not exceed** the cost or area limits (including any amendments to the cost or area limits agreed at the Pre-Stage 1 meeting). Lastly a final Stage 1 check on project viability should be carried out.
- A Outline Cost Plan (using the Department's Outline Cost Plan Template at www.education.ie) including detailed schedule of Abnormal Costs with each abnormal identified, justified, and costed must be prepared and included in the summary Stage 1 report.
- **Prior to proceeding** to Stage 2a the Design Team must also be satisfied that the project can be constructed safely **within the area and cost limits** and that the project complies with the brief requirements (including any amendments thereto).

3.4 Stage 2a

The Developed Scheme should evolve from the option agreed at the Pre-Stage 1 meeting and agreed with the Client on completion of Stage 1.

- **This means that the major cost elements should already be known and should not change.**
- In developing the design the Building Services and Structure must be so designed as to ensure the efficient distribution of services in a cost effective and flexible building, and the materials and method of construction should be appropriate to the design and to the cost limits.
- A more detailed cost review should be carried out **to ensure** that the project **will not exceed** the cost limits (including any amendments to the cost limits agreed).
- In particular the Basic Building Cost, External Works Allowance and the cost allowances for Fixed Furniture and associated Fittings, Abnormal Works, and Work to Existing agreed at the Pre-Stage 1 meeting **must not be exceeded**. (The approved cost **may be adjusted** in line with amendments to the published BBC)
- Where cost difficulties, not previously agreed, arise in developing the agreed scheme, the Design Team must notify the Client who in turn must notify the Department **prior to proceeding** with the completion of Stage 2a. (see Brief Changes, and Project Viability in the **Design Team Procedures 2025**)
- On completion of Stage 2a, and prior to client consultation and presentation at the Stage 2a stakeholder meeting, the Design Team must be satisfied that the design proposals (including works to existing buildings) as developed can be constructed safely and within the area and cost limits agreed.
- Both for the Stage 2a meeting and the formal Stage 2a report, a cost plan **must be** prepared using the most up to date versions of the Department standard Cost Plan form. All data entries in the Cost Plan Form need to be completed, together with outline specification notes.
- The Cost Plan should include an itemised list and description of the extent, scope and cost of all abnormal works and works to existing buildings. Costs arising from anticipated Planning or Fire safety Certificate conditions should be included. Work to existing buildings must be costed

separately with the relevant floor area clearly identified and the cost of this work analysed by reference to this floor area.

3.5 Stage 2b

The Design Team collectively are fully responsible for ensuring that the project is fully designed, detailed and co-ordinated before going to tender and that all the information necessary to complete the construction is included in the Tender Documents:

- It is essential that thorough pre-planning of the building, services and external works should take place at this stage. This pre-planning should be of such a nature that Employer's Representative change orders in the post contract stage will be kept to a minimum (refer also to DTP-2025 Preparation of Tender Documents).
- The risk of Discrepancies in the Pricing Document (Compensation Event Schedule 1K17) must in all cases be retained by the Employer.
- The Quantity Surveyor must not prepare the BOQ/Pricing Document for any particular element before the relevant detailed design work has been substantially completed. In particular, the Quantity Surveyor must not prepare BOQ/Pricing Document elements and descriptions on incomplete information, drawings and specifications. The project may proceed to tender only on the basis of full information and a complete and accurate Bill of Quantities/ Pricing Document
- The approved project cost at Stage 2a (or as reviewed and agreed subsequent to that Stage) **must not be exceeded**. Where unforeseeable Planning, DAC or Fire Certificate conditions arise affecting the Total Project Cost, the Design Team are required to notify the Department (see DTP-2025 Detail Design Stage 2b)
- The onus also rests with the Design Team collectively to ensure that the preparation of a Bill of Quantities/Pricing Document does not proceed where it is the professional judgement of the Quantity Surveyor that the design as proposed will exceed the current approved cost limits, if tendered at that time. In such an event, the Design Team and the Client shall seek clarification from the Department before proceeding.
- **The agreement and approval by the Department is needed for any additional costs that may arise before completion of the Tender Documents.**

Any additional work arising from the preparation of the Bill of Quantities or a Pricing Document before the relevant detailed design work has been substantially completed will be at the Design Team's own time and expense.

Pre-Tender Cost Check.

A detailed pre-tender Cost Plan in the same format as the Stage 2a Cost Plan must be prepared dated **not later than 1 month before going to tender**.

- This cost check must be completed using the most up to date Department standard Cost Plan form available on the web at www.education.ie.
- All data entries must be completed, together with outline specification notes.
- The Cost Plan **must include** an itemised and costed list of all abnormal works and works to existing buildings previously agreed.
- The Cost Plan **should be based** on the completed Bill of Quantities / Pricing Document, fully rated priced by the Design Team Quantity Surveyor,

3.6 Stage 3 Tender Action

The Design Team are required to ensure compliance with the procedure in **DTP-2025- Tender Action - Stage 3** for examining tenders and ensuring that the lowest suitable tenderer's/or the MEAT tenderers pricing document is balanced, and all elements are priced in compliance with the ITT.

If the tender price exceeds the approved pre-tender budget, the Design Team must identify any possible savings needed to bring the cost within budget.

The Design Team must not propose changes to the specification or omissions which would lower the standard of the building or external works below that required by the brief and the Department's Design Guidance.

Where the apparently lowest / MEAT tenderer withdraws his tender or his tender is excluded for any valid reason, the scope of work of the Design Team (and the Quantity Surveyor in particular) includes the examination the necessary number of Pricing Documents and all associated work necessary to appoint a contractor and start on site.

3.7 SDG 01-TN01-Tender-process-price-technical-in-works-contracts

Form of Contract	Procedure Type	Contract Value Range	Appropriate Tender Options		
			Price/Technical	Comparative Cost of Tender	Lowest Price Only
PW-CF1	Open	>= €5m	<input checked="" type="checkbox"/>		
PW-CF1	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF2	Restricted	>= €5m	<input checked="" type="checkbox"/>		
PW-CF5	Open	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF5	Restricted	€1m - €5m		<input checked="" type="checkbox"/>	
PW-CF6	Open	<€1m			<input checked="" type="checkbox"/>

3.8 Stage 4 Construction

Details of the Stage 4 requirements are set out in **DTP2025 – Construction - Stage 4** (available at www.education.ie). The Design Team objective for Stage 4 (Construction) is to fully administer the Contract effectively and in accordance with the contract provisions so as to achieve a high quality of construction and bring the project to substantial completion on time and within budget all in compliance with the conditions of contract and the Works Requirements.

All members of the Design Team are individually and collectively responsible for Post Contract Cost Control. Constant communication and information exchange between all members of the Design Team and with the Client is essential and required at all times. There should be no instance where a member of the design team refuses to assist, provide information, provide substantiation or support the Employers Representative in the administration of the Contract

Cost control during the Construction stage is a **continuous process**, dictated in part by the quality and completeness of the Design and Tender documentation, and in part by the capacity of the Design Team and in particular the Employer's Representative to minimise change and to anticipate any Contractual requirements for information.

Overall cost control during construction should be co-ordinated by the Employers Representative and the Design Team's Quantity Surveyor in consultation with the other members of the Design Team

- The Design Team Quantity Surveyor is responsible for the preparation of the Progress Reviews, Interim Valuations, recommendations Final Accounts and all necessary financial inputs.
- The Employers Representative and the Design Team Quantity surveyor are responsible for the preparation and submission of additional funding requests where claims arise. The Employers Representative and the Design Team Quantity surveyor are to be fully supported where applicable by the relevant design team discipline that the claim relates to.
- The Employers Representative and the Design Team Quantity surveyor are responsible for the preparation and submission of the necessary claim responses which are referred for review at the project board in line with the DOEY Project Board Protocol. They are required to be fully supported where applicable by whichever design team discipline that the claim referred relates to. The Consultant Mechanical and Electrical Engineer must provide information and advice (including relevant cost advice) to the Employer's Representative and Quantity Surveyor with respect to the mechanical and electrical services, including for the purposes of preparing Progress Reviews, Interim Valuations, Additional funding requests and the Final Account for the works.
- The Civil and Structural Engineer must provide information and advice to the Employer's Representative and Quantity Surveyor with respect to the Civil and Structural issue, including for the purposes of preparing Progress Reviews, Interim Valuations, Additional funding requests and the Final Account for the works.
- The Fire Consultants must provide information and advice to the Employer's Representative and Quantity Surveyor with respect to the Fire Design Related issued, including for the purposes of preparing Progress Reviews, Interim Valuations, Additional funding requests and the Final Account for the works.
- Client requested changes are **not permitted** (whether within the ER's authority or not) without prior Department authorisation.
- **No changes are allowed** which would affect the Schedule of Accommodation, Room Layouts, or materially change the Works Requirements unless previously discussed and agreed with the Department.

- **The Employer’s Representative [ER] does not have any discretion to authorise any change order (whether within the ER’s authority or not) for non-essential works or works which could have been reasonably foreseen**
- The ER must obtain both Client and Department authorisation (in writing) for any change outside the ER’s authority. Adequate time must be allowed for a considered response from the Client and Department, and this process needs to be managed within the timeline provisions outlined within the Contract
- The Design Team **individually and collectively** are responsible for any change orders arising from incomplete design and/or detailing which either generate a compensation event and/or cause delays (whether within the 1st or 2nd threshold for delays or not).
- The Employers Representative and the Design Team Quantity Surveyor are responsible tracking and monitoring claims which have been referred to dispute which includes to the project board and conciliation. This process forms a fundamental part of accurate financial reporting.
- The Employers Representative and the Design Team Quantity Surveyor are responsible for reporting on rejected claims and the status and risks associated with same which also form part of the process of accurate financial reporting
- The Design Team Quantity Surveyor is responsible for providing monthly cost reports which provide a total overall commercial overview of the project including value of works complete, cashflow, status of all claims including those referred to dispute and those which include delays. The report should provide a high-level commercial overview with particular focus on the potential overall project cost

The procedure set out in **DTP2025 – Construction - Stage 4**, Additional Funding must be followed at all times with no exception.

A Change order is “ an instruction of the Employer’s Representative to change [including add to or omit from] the Works or to change [including impose or remove] constraints in the Contract on how the Works are to be executed”

The Determination of a Contractors claim is not a Change Order. References to Delay Events and Compensation Events are to those events identified as Delay Events and Compensation Events within the Schedule, part 1K. It is the contractor's sole responsibility to provide substantiation to demonstrate that a claim item is a valid Delay Event or Compensation Event. Schedule 1K clearly details the only situations where a valid compensation or delay event may arise. Contractors’ claims should clearly reference the event they are claiming against and they should also provide a clear and transparent explanation on why that particular event applies to their claim.

The Department’s authorisation for increased funding is required for all Delay & Compensation events and claims outside the Employer’s Representative’s authority.

Authorisation is also required where it is intended to use the programme contingency (T1&T2), rejection of any claim outright that’s in excess of the ER’s Authority and for all proposals for a proposed instruction under CL10.4 of the Contract.

This above includes all additional funding requirements (or the potential of) arising from Contractor Claims and Employer Claims. **Such authorisation must be sought in a timely manner to allow the Department to give a considered response.**

Where a request for authorisation for increased funding is presented too late for a considered response or after the event the Design Team **will be responsible** for any costs arising there-from including costs consequential to the delay caused

To minimise Contractor Claims, requests for information, value engineering proposals, and contractor proposals (under CL10.4) must be dealt with promptly in accordance with the Contract timelines (see **DTP2025 – Construction Stage 4**) and appropriate records kept.

The Design Team (and the Employers Representative and Quantity Surveyor in particular) must ensure that Employer’s claims are notified to the Contractor promptly and particulars of the event or circumstances given to the Contractor. This covers Adjustments to the Contract Sum for a Compensation Event for the value of any additional, substituted, and omitted work required because of the Compensation Event including Discrepancies in the Pricing Document (Compensation Schedule 1K 17) exceeding €500.

If the Works do not reach Substantial Completion by the due date, Liquidated Damages at the rate stated in the Schedule, part 1G, become due for the period from the Date for Substantial Completion of the Works to the date of actual substantial completion of the Works.

In the same manner as the Contractor is entitled to recompense for a valid Contractor Claim, the Employer is entitled to recoup the cost of Liquidated Damages when the project is not completed on time. It is the Design Teams responsibility (the Employers Representative and Quantity Surveyor in particular) to provide technical advice to the Employer in this relation to this to ensure the relevant deductions are made and that the necessary support, advice and substantiation is provided to the Employer to allow liquidated damages to be deducted.

At no point should the Design compromise an Employers entitlement to recover costs incurred through Liquidated Damages where a project is not completed on time which is the responsibility of the Main Contractor.

A Project Review report **must be** prepared by the Employer's Representative and Quantity Surveyor jointly on the Template Progress Report Letter/Form (available at www.education.ie) and submitted to the Client monthly at each month end. The information included in the progress review must be an accurate record and representation of the status of all elements of the project at that point in time. (see DTP2025 – Construction Stage 4)

3.9 Stage 5 Final Account

It is up to the Contractor to advise the ER that the works are ready for Substantial Completion and request that the ER so certifies (Clause 9.6.2) and not the other way round. Substantial completion should not be certified (and no certificate issued) until the works are ready for Substantial Completion and all relevant documentation has been provided (see **DTP2025 – Final Account Stage 5**)

- The Employer's Representative **does not have the authority** to issue Change Orders after the receipt of the Final Statement.
- The ER **must ensure** that any Change Orders required to complete the construction have been issued and where practicable the additional cost (if any) agreed prior to receipt of the Final Statement.
- Clause 11.5.1 provides a cut-off point for the delivery by the contractor of its final account, including particulars of all claims for any adjustment to the contract sum, after which the employer will be released from any further liability to the contractor. (see also DTP2025 – Final Account Stage 5)
- The Client (the School Authority), and not the Department are responsible for any costs above the original Contract sum plus the cost of any Change Orders within the limits of the ER's Authority plus the cost of any Department approved changes and claims.
- If the adjusted Contract sum is within the original Contract sum plus the cost of any Change Orders within the limits of the ER's Authority plus the cost of any Department approved changes and approved claims, the Client may authorise the Design Team to agree the Final Account and issue the Penultimate Certificate without reference to the Department.
- If however, the adjusted Contract sum is greater than the above (Department) authorised sum, and the Client wishes to seek Department funding for the additional costs (or part thereof) the Client and the Design Team must contact the Department in accordance with **DTP2025 – Final Account Stage 5**.
- It is a matter for the **School Authority and the Design Team** (not the Department) to ensure that the Final Account is resolved in accordance with the Contract **within 3 months** of receipt of the Final Statement (the final statement should be submitted by the Contractor within 2 Months of Substantial Completion), and that funding is in place to issue the Penultimate Certificate.
- If work remains outstanding or Defects remain uncorrected at the end of the Defects Period, the ER should extend the Defects Period until such time as the work is fully completed and can be verified to be completed.
- The ER **should not issue** a Defects Certificate until all defects (including those notified to the ER by the School) have been satisfactorily remedied.