



Design Team Procedures 2025

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1. EXECUTIVE SUMMARY	2
OVERVIEW.....	2
OTHER MAIN PROVISIONS	2
CLIENT DUTIES AND OBLIGATIONS	2
2. GENERAL INFORMATION.....	2
APPLICATION.....	2
THE PROJECT STAGES.....	3
ASSOCIATED PRACTICE NOTES.....	3
DEPARTMENT COST CONTROL PROCEDURES	3
TECHNICAL GUIDANCE DOCUMENTS.....	3
THE PROJECT BRIEF.....	4
3. PROCEDURES FOR COMMUNICATION.....	4
GENERAL.....	4
DEPARTMENT COMMUNICATION	5
PROCEDURES FOR COMMUNICATION WITH THE CLIENT:	5
4. PERFORMANCE EVALUATION.....	6
PERFORMANCE ASSESSMENT.....	6
AUDITS/POST OCCUPANCY EVALUATIONS	6
5. GENERAL PROCEDURES.....	7
SCOPE OF SERVICE.....	7
PROJECT MANAGEMENT.....	7
PROJECT PROGRESSION	7
PROJECT PROGRAMME.....	8
COST CONTROL	9
VIABILITY THRESHOLDS	9
PROJECT VIABILITY	10
BRIEF CHANGES	10
6. PROJECT STAGES.....	11
STAGE SUBMISSIONS/REPORTS.....	11
STAGE 1 PRELIMINARY DESIGN	11
STAGE 2A DEVELOPED DESIGN	12
STAGE 2B DETAILED DESIGN.....	13
STAGE 3 TENDER ACTION.....	15
GREEN PUBLIC PROCUREMENT CONSIDERATIONS:.....	15
STAGE 4 CONSTRUCTION.....	18
STAGE 5 HANDOVER AND FINAL ACCOUNT.....	18
7. NON - COMPLIANCE	19
SUBSTANTIVE NON-COMPLIANCE	19
SUBSTANTIVE NON-PERFORMANCE.....	19

1. Executive Summary

Overview

The Design Team is authorised to (and required to) carry out **all work** necessary to design and oversee the construction of the project in a competent, professional, efficient manner and in accordance with the Project Brief, the Project Programme, the Design Guidance, the Schedules of Accommodation, the Cost and Area limits, these Procedures and Associated Practice Notes.

- The Client and the Design Team are responsible for all design decisions.
- To facilitate the progression of projects, the Department will **provide technical advice** to clients and Design Teams, and input at key project stages
- Department input and advice will be “on the day” where possible.
- The Department will carry out Performance Assessment on the Design Team as provided for in the Conditions of Engagement. Design Team Assessments may be taken into account for future appointments.

Other main provisions

- The Project Brief, including the construction budget and area limits are determined at the start of the project and **cannot be changed** other than by means of a Brief Change in accordance with the procedure described in this document
- The main purpose of The Design Team Procedures 2025 is the efficient and effective delivery of projects. The Design Team is required to produce and submit a Project Programme which is agreed with the Client and the Department in accordance with the procedure described in this document.
- The Design Team is to progress the Project as efficiently as possible to the completion of Stage 2b i.e. the preparation of Tender Documents (unless otherwise instructed by the Department).
- Department authorisation prior to Tender Action and Contract Award is required

Client Duties and Obligations

For guidance for Clients on their duties and obligations refer to “**Managing Construction Projects – a Client Guide**” available at www.education.ie under School Planning/Building > Procedures.

2. General Information

Application

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

The Procedures set out the overall requirements for the efficient delivery of construction projects. Detailed guidance on the Procedures to be followed at each Project Stage is provided in the Associated [Practice Notes & Technical Notes](#).

The Procedures are to be read in conjunction with the Briefing Documentation and the Scope of Service [**Conditions of Engagement Schedule B**] for the particular project or project category.

The Project Stages

The Project Stages are as follows:

Stage 1	Preliminary Design (assessment of site and location suitability and initial sketch scheme)
Stage 2(a)	Developed Design (design development to a stage where the project is fully cost planned and can be prepared to lodge for statutory approvals)
Stage 2(b)	Detailed Design (planning and other statutory permissions and preparation of tender documentation)
Stage 3	Tender Action (including appointment of Contractor)
Stage 4	Construction (including Contract Administration)
Stage 5	Handover and Final Account (including Defects Liability Period)

Associated Practice Notes

The following are part of the Design Team Procedures to be followed at each Project Stage:

- **DTP-2025 Cost Control procedures**
- **DTP-2025 Fees and Fee Payments**
- **DTP-2025 Preliminary Design (Stage 1)**
- **DTP-2025 Developed Design (Stage 2a)**
- **DTP-2025 Detailed Design (Stage 2b)**
- **DTP-2025 Preparation of Tender Documents**
- **DTP-2025 Procuring Construction Contractors**
- **DTP-2025 Tender Action (Stage 3)**
- **DTP-2025 Construction (Stage 4)**
- **DTP-2025 Pay and Conditions of Employment**
- **DTP-2025 Final Account (Stage 5)**

In addition, from time to time, the Department may publish supplementary Technical & Practice Notes. These also form part of the procedures. Design teams should ensure they monitor the website and keep informed in relation to the practice notes which are published on an ongoing basis

For guidance and procedures relating to Fees, fee adjustments, and stage payments refer to “**DTP-2025 Fees and Fee payments**” also available at www.education.ie

Department Cost Control procedures

The Design Team members are also required (individually and collectively) to read and comply with **DTP-2025 Cost Control Procedures** (available at www.education.ie).

Technical Guidance Documents

The Design Team is required to **read and comply** with all applicable Department Technical Guidance Documents including the relevant General Design Guidelines, School Design Guidance Technical Notes, the applicable Primary or Post-primary Design Guidelines, the Construction Standards, the Building Services (Mechanical & Electrical) Engineering Guidelines and any associated Fact-sheets (available at www.education.ie).

In addition to the relevant Guidelines and Technical Guidance Documents, the Design Team and the Building Services (M&E) Engineer in particular are required to read and comply with SI 542/2009 (including any amendments) and the European Union Directive 2002/91/EC (including any amendments) on the energy performance of buildings (in particular Articles 5 and 6).

The Design Team [DT] is also advised to check the Department of Education & Youth website regularly for new guidance documents and up-dates to existing documents. **All guidance documents, practice notes etc will be deemed to be notified to the Design Team and Client on date of publication on the Department’s website. It is strongly recommended that Design Teams set up a constant procedure to check for changes to the website for themselves**

The Project Brief

The Project Brief describes the full extent of the works to be carried out on the specified site. The Design Team is required to comply with the brief requirements and with all the relevant Technical Guidance Documents. Design Teams are not authorised to exceed the Project Brief.

For Primary and Post Primary School projects, the Project Brief is determined by the Department prior to the appointment of a Design Team

The Briefing Documents for each project will normally include some or all of the following:

- A Site and Building Location Report (Brief Formulation Report) including:
 - An agreed schedule of Overall Accommodation (with room areas)
 - A schedule of Residual Accommodation i.e. new build (for extension projects)
 - A Schedule of Alterations to existing accommodation (if applicable)
 - A provisional schedule of essential remedial works (if applicable)
- The applicable Department Technical Guidance Documents and Room Layouts
- The Maximum Project Budget comprising:
 - A Cost Limit (BBC/m²) for New Build (if applicable)
 - Viability Thresholds for External Works [EWA], Abnormal works and Works to Existing (if applicable), and
- Allowable Limits for Site and Archaeological Investigations (if applicable)

3. Procedures for Communication

General

The Standard Conditions of Engagement for Consultancy Services Clause 6 states “The parties intend all communications between them to be interpreted purposefully, having regard to the Contract purposes”

- Clause 8 states “The Client [subject to restraints as a public authority] and the Consultant shall support reciprocal cooperation for the Contract purposes in dealing with informed consultations;.... for mutually suitable timing and taking account of parties’ priorities;.... and to minimise problems and delays (irrespective of responsibility).
- The Client (and/or Department) may seek detailed information at any stage to help them understand the Design Team’s proposals.
- The Client (and/or Department) may respond to Consultant’s communications with comments, questions, objections, which shall be taken into consideration by the Design Team.
- The Design Team leader has a particular responsibility to provide monthly reports to both the Client and Department on progress against the [programme](#) and to provide progress reports during construction.
- The Client (and/or Department where applicable) shall provide when required (in accordance with both these procedures and actual progress) any information reasonably required to enable the Services to be performed more effectively or efficiently.
- This includes timely responses to any information for which a client decision is required.
 - It does not include responses to queries for which the Design Team has autonomy of decision (e.g. information which is clearly set out in the briefing documents including the Design Guidelines or actions which are described and prescribed in these Procedures and Associated Practice notes).
 - A Client’s (and/or Department’s) response or failure to respond to any communication from the Consultant does not constitute or imply any review or verification by the Client (and/or Department).
- Nor does it relieve the Consultant from any responsibility or liability, except in so far as the failure to communicate effectively as provided for above may delay projects and prevent delivery in accordance with an agreed programme

Department Communication

All queries and communication to the Department should be directed to the appropriate Department Officer handling the project. The appropriate Department Officer will normally be the relevant Executive Officer. All written communications from the Department will be from the appropriate Department Officer or their manager.

Procedures for Communication with the Client:

In the case of some schools the Minister for Education is the Client. In others the relevant School Management Authority (for example the Board of Management or Educational Training Board) is the Client.

The Design Team is to be in close communication with the Client throughout the project and is to ensure that all critical project information is circulated to the Client and to ensure that the Client is properly informed about all relevant items which are required to facilitate the [Project Programme](#)

The Design Team is to inform the Client (and the appropriate Department Officer) immediately when issues arise which may affect the [Project Programme](#) or the viability of the project.

It is the duty of the Design Team is to arrange communications with the Client and the Department in accordance with the procedures.

Where the School Authority is the Client:

- All formal communication, correspondence and submissions of documents to and from the Department shall be processed **through the Client** to the appropriate Department Officer handling the project.
- The first meeting with the Client on site should be held immediately before or immediately after the initial Design Team meeting.
- Department Authorisations are issued in writing to the Client by the appropriate Department Officer handling the project or their manager.
- At the end of each Project Stage the Client is required to counter-sign the Stage Completion Certificate. (It should be signed by the Chairperson of the Board of Management.)
- The Department as the Funding Agency has the final say on [Brief Changes](#).

Where the Department is the Client:

- All formal correspondence and communications (including submission of documents if required) shall be **directly with the appropriate Department Officer** handling the project and copied to the School Authority.
- Department authorisations (e.g. Brief changes, Tender Action, Contract Award) are issued directly to the Design Team
- The Design Team is to ensure that the School Board of Management/School Authority is properly informed about the status of the Project at all key stages of the project.
- In many instances the School Authority will be asked by the Department to assist in the delivery of the project by monitoring its progress in conjunction with the Department. This does not however affect the contractual authority of the Department as the actual Client. In such cases the Design Team will be informed of such arrangements at time of appointment.
- At the end of each Project Stage the Stage Completion Certificate must be countersigned. It should be signed by the Chairperson of the Board of Management, not the Department.

While Department officials (either Administrative or Technical) may communicate with the client, Design Team and/or individual members of the design team and may provide advice and/or make suggestions to assist in the delivery of the project, such advice and/or suggestions do not constitute approval for a particular action or authorisation for a Brief Change.

The procedure for [Brief Changes](#) below must be followed. All authorisations for Brief Changes must be in writing.

4. Performance Evaluation

Performance Assessment

As provided for in the Conditions of Engagement, Performance Assessment of the Design Team will be carried out and may be taken into account for future appointments

The criteria for Performance Assessment will be Delivery/Time, Cost, Contract Administration, Construction Programme Management and Overall Quality of Service (including Communication). Performance will be measured against the scope of service for which the Design Team was appointed carried out by a competent professional having the appropriate level of qualifications and experience to carry out the service exercising due skill and care.

It is expected that Design Teams and individual Design Team members will take reasonable action to mitigate delays, to minimise costs and to ensure an overall high standard of service. This includes reciprocal co-operation between Design Team members. (Design Teams and individual Design Team members will not be held responsible for circumstances beyond their control.)

Delivery/Time:

- Delivery will be measured against the target date for delivery of the Project agreed at Tender Stage and the [Project Programme](#).
- During the progress of the project the Project Programme may only be amended by agreement with the Client and the Department. The relevant programme for reference will be the latest agreed Project Programme.

Cost:

- Cost will be measured against the Authorised Project Budget set at commencement of the project and amended thereafter by [Brief Changes](#) (including requests for additional funding at post contract stage).

Contract Administration

- Contract administration will be measured against the overall Design Team compliance with the Contract and Design Team Procedure processes administration include working within the timelines, working within the DTP procedures, compliance with all aspects of the contract in terms of programme, claims, valuation of claims. This will also include assessment of the allocation of contractor claims to each designed discipline which is a requirement under the Design Team Procedures. A review will also take place of the volume of claims and disputes referred to the project board or conciliation.

Construction Programme Management

- Contract Programme Management Performance will be reviewed in terms the administration of the programme through the provisions of the contract including progress review reports, ensuring the Contractors compliant progress reporting, analysis of programme issues, recording of programme issues, recording of client position on programme issues, obtaining contractors minimisation measures and overall administration of the programme as a result of claims submitted under CI9.3 and CL 10.3

Quality of Service:

- Quality of service will be measured against the scope of services set out in the Standard Conditions of Engagement for Consultancy Services and Standard DoEY Schedule of Stage Services for Construction Consultants. It includes quality of service during the design, construction and post-construction periods
- Quality of Service includes communication which will be measured against the requirements stated in the Conditions of Engagement, these Procedures and Associated Practice notes and include reciprocal co-operation between Design Team Members.
- It also includes Quality of the Design and Construction measured holistically against the Department's Design and Construction guidance.

Audits/Post Occupancy Evaluations

The Client/Department may elect to carry out an Audit or Post-occupancy evaluation [POE] of any project at any time.

The Design Team is required to assist in the carrying out of that investigation and to promptly provide all information required

The outcome of that audit/Post Occupancy Evaluation will be used as feed-back to the Department's Design guidance and may be used for performance assessment purposes.

5. General Procedures

Scope of Service

The detailed scope of works is set out in the “DoEY Standard Schedule of Stage Services for Construction Consultants” available at www.education.ie and in particular:

- The responsibility for all design decisions will rest entirely with the [Client](#) and Design Team who are tasked with the design of the school accommodation in accordance with the brief and Department guidelines.
- The responsibility rests with the Design Team to ensure that the project is fully designed and detailed before going to tender and that all the information necessary to complete the construction is adequately defined and included in the Tender Documents
- Under the Conditions of Engagement, Clause 8, the Client and the Design Team have a duty to co-operate in a reciprocal manner.
- This duty shall be deemed to include reciprocal co-operation between the individual members of the Design Team and shall include such issues as informed consultation, timing, taking account of parties' priorities to minimise problems and delays.
- 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 The Department Design Guidelines, and other briefing documents.
- The Design Team has a joint responsibility to comply with these Procedures in full, and to carry out design cost control in accordance with **DTP-2025 Cost Control Procedures**.

Project Management

The Design Team Leader will normally be the Architect (unless otherwise stated). The Design Team Leader's duties (in addition to the duties relevant to the professional discipline) include:

- Overall Project Manager for project and programme
- **Delivering the project on time and within the programme duration outlined within the Tender Schedule Part 1G.**
- Overall Management /Coordination of Project Stages and Programme including ensuring that any information, communications documentation and/or reports are channelled through the Design Team Leader
- Reviewing all documentation (from whatever source or discipline), carrying out a reasonable check on the completeness of that information and ensuring that all drawings and documents are fully co-ordinated between the disciplines.
- Ensuring compliance with these Design Team Procedures, the Brief and any authorised Client/Department instruction
- Fulfilling the role of Employer's Representative and ensuring full compliant administration of the Contract protecting the Clients interests at all times.

In addition, the Design Team Leader is required to ensure effective communications between the relevant DT disciplines. Where such communications or responses are not effective the Design Team Leader is required to implement corrective action including client notification (if required).

Project Progression

In normal circumstances (i.e. unless otherwise instructed by the Department) once a Design Team has been appointed, **the project should be progressed expeditiously** to the completion of Stage 2b i.e. the preparation of Tender Documents. The Design Team is required to meet the delivery targets set at tender and appointment stage (or amended in agreement with the client and the Department). See also [Performance Assessment](#).

- The responsibility for the **progression of the project** from Stage to Stage (in accordance with the Project Brief and the Department's Design Guidelines) rests with the Design Team in agreement with the client, subject to the project timelines and the availability of funding.
- The Design Team is required to develop the designs in an orderly (sequential) manner Stage by Stage.
- Issues arising during the design stage should be resolved as early as possible to ensure that they do not present an impediment to funding.
- Each Stage shall be completed in accordance with these procedures. Consultants within the Design Team, individually and as a team, are responsible for the cost of abortive design work arising from non-compliance with these requirements.
- Stage submissions to the Department are not required other than for Audit and record purposes.
- During the progression of the project, the Department may offer advice or highlight difficulties or issues which need resolution, but will not issue verbal or written approvals for Stages or interim proposals

The Department will facilitate the progression of projects by the provision of technical advice to clients and Design Teams, and input at key project stages (Pre-stage 1 meeting and pre-planning Stage 2a meeting). Where possible Department interaction and advice will be "on the day."

The **written authorisation** of the Department to proceed **is always** required prior to

- (a) commencing Tender Action
- (b) issuing the Letter of Intent and
- (c) issuing the Letter of Acceptance

Where the project cannot be completed in accordance with the Brief, a **Brief Change is required.**

A post-contract Change Order outside the Employer's Representative's authority also requires a Brief Change.

Project Programme

The Design Team Leader (in consultation with the other Design Team members and Client) is required to prepare a draft **Detailed Project Programme** immediately on **appointment (within 2 weeks of that appointment)** setting out how the project will be delivered within the required time period or by the required delivery date; and to agree that draft programme with the Client and Department at or before the Pre-Stage 1 meeting.

- The Design Team leader in co-operation with the Design Team should develop a project programme and preliminary schedule of work for each DT member.
- A "Float period" should be allocated, both to provide for normal slippage during the project and project-specific risks. In as far as is possible this Float period should be realistic and should reflect the nature and severity of those risks while not unreasonably prolonging the programme.
- This programme should be discussed and developed in detail right up to Substantial Completion including an initial estimation for Contract duration.
- Each DT member also needs to ensure that staff resources will be available at the appropriate time to complete the allocated tasks. [Remember that the progression of the project through the Design Stages is the responsibility of the DT and that no Department stage approvals are required]
- The onus rests with the Design Team and the Design Team Leader in particular, **to pro-actively progress the project** in accordance with the programme. Design Team Performance will be measured against the delivery of the programme
- An electronic copy of the programme should be e-mailed to both the client and Department for information purposes. [The programme will be discussed and agreed at the **Pre-Stage 1 meeting**.]

This **Detailed Project Programme** **shall be maintained and updated in agreement with the Client and Department**. Amendments to the programme should always seek to ensure that the project will be delivered within the required time period or by the required delivery date while maintaining an adequate float for unforeseen events.

The Design Team Leader shall check with each Design Team member and shall once a month (on the 1st working day of the month) send a Progress Report (by e-mail) to the client and the appropriate Department Officer.

The Progress Report should include the following:

- Where the project is on target the report will be limited to a list of the actions due for completion by that date and confirmation that these actions have been completed.
- Where the timeline for one or more actions has slipped, a brief explanation of the reasons for that slippage is also required, together with the measures agreed by the Design Team to remedy that slippage. In some instances, a revised Detailed Project Programme may be needed.
- In exceptional circumstances (e.g. substantive delay or failure to submit regular reports) a meeting with the Client and the relevant Department officials may be required to review the issues and agree a course of action to put the project back on track.

Preparation of the programme, maintenance of the programme, and progress reporting are performance assessment criteria.

Cost Control

The Design Team are required to comply with **DTP-2025 Cost Control Procedures**. Cost Control is the responsibility of **all Design Team Members**, not just the Quantity Surveyor.

The Design Team are **not allowed** to exceed the Department authorised area and cost limits at any stage of a project. (Refer to [Brief Changes](#) for amendments to the authorised area and cost limits.)

The format set out in the Department'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). Format change may be allowed with the prior agreement of the Department in certain limited circumstances i.e. where the project comprises multiple buildings, All data entries including cost sub-elements must be completed as appropriate, together with outline specification notes.

Viability thresholds

Refer to **DTP-2025 Cost Control Procedures** for definitions of BBC, EWA, Abnormal's and Work to Existing.

Viability thresholds apply to External Works [EWA], Abnormal works and Works to Existing (if applicable). 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 12.5% of BBC
- EWA - existing & refurbishment projects 10% of BBC
- Abnormal's 20% of BBC (exclusive of PE facilities on Second Level Schools)
- Work to Existing Buildings 70% of equivalent new build

The Design Team is required individually and collectively to minimise the above costs through the application of economic design solutions specific to the site. 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 an approved [Brief Change](#) request.

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

The cost of all such necessary (site and archaeological) investigations within the approved limit will be borne by the Client and funded by the Department on receipt of an invoice sent through the Design Team leader to the Client/Department on the appropriate invoice submission form in which the Design Team Leader sets out a recommendation for payment on the basis that the work has been satisfactorily completed and the appropriate procurement process was carried out for the work / and or service. (See also **DTP-2025 Preliminary Design Stage 1**)

A full suite of relevant surveys should be considered as part of the project viability review to ensure that there are no future issues during the follow-on stages which have the potential to have a significant impact on the viability of the project. The following surveys should be considered where suitable:

- Dilapidation / Condition Surveys
- GPR Surveys / underground utility surveys
- Geotechnical Surveys & Borehole Surveys
- Ground investigation / Slit Trenching
- Geophysical Surveys
- Soil testing for waste disposal and classification of materials
- CCTV, Existing Drainage & Sewer surveys
- 3D laser Scanning
- Concrete Scanning
- Topographical Land Surveys
- Etc

Where no Cost Threshold for necessary (site and archaeological) investigations is set on appointment, a default maximum of €50,000 applies. **Approval of expenditure more than the maximum costs should be sought from the Department in advance of the spend commitment. The Design team lead should provide detail on the reasoning and benefits of the additional surveys required to allow the Department to give due consideration to the additional spend and the benefits of the additional spend.**

Project Viability

Whereas part of the Stage 1 or from information from any source at any stage, the Design Team becomes 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), or the accommodation will not fit within the boundaries of the site available for the school.
- 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 the Design Team are required to notify the Client who in turn will contact the Department to request a Brief Change or recommend the abandonment of the project in its current form. The Department will then re-assess the entire project and its viability in consultation with the Client and the Design Team (at a meeting in the Department's offices in Tullamore).

If the Department, after reviewing all of the information, deems that the Project is no longer viable or cannot be constructed safely even with changes to the Brief, the project may (at the Department's discretion) be postponed or abandoned and the Design Team's services postponed or terminated. (Fees will be paid for work carried out to date in accordance with the Conditions of Engagement.)

Brief Changes

Brief Changes can occur for several reasons including issues arising from the need for robust early project planning and budgeting.

While Department officials (either Administrative or Technical) may communicate with the client, Design Team and/or individual members of the design team and may provide advice and/or make suggestions to assist in the delivery of the project, such advice and/or suggestions **do not constitute** approval for a particular action or authorisation for a Brief Change. **This procedure for Brief Changes must be followed.**

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

- The 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 these circumstances) notify the Client who will contact the Department to **request a Brief Change.**

Where the issues arising or the requested Brief Changes do 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.

Where the issues have arisen after the Stage 2a meeting these issues need to be resolved promptly. The Department, Client and the Design Team have a joint responsibility to co-operate to minimise problems and delays (irrespective of responsibility). Communications with the Department should be through the appropriate Department Officer (See also [Department Communications](#)). The appropriate Department Officer (or their manager) will record all brief changes on file and issue confirmation in writing to the Client and Design Team.

Where a decision on authorisation for a Brief Change is not critical to the progress of the Project, the Design Team should continue work on that stage. Where the requested Change is critical the Design Team should **not continue** without first obtaining authorisation for that change.

In all cases the Design Team should get authorisation for any Brief Changes required prior to progressing from one stage to the next.

6. Project Stages

Stage Submissions/Reports

The Design Team are required to complete each Stage (Including a Stage report in accordance with these Procedures and Associated Practice Notes) **prior** to progressing to the next Stage. (As part of each Stage Report the Design Team are required to confirm that the proposal as presented complies in full with the Brief and the relevant requirements of that Stage.)

In all cases and **for each Stage** the Design Team are required to meet the Client, explain the design (including all relevant issues) and obtain the Client's written agreement to the proposals as presented before proceeding to the next stage. (See also [Communication](#).) Such written agreement does not imply any review or verification by the Client or relieve the Design Team from any of its responsibilities

The Design team may present drawings documents and proposals (whether written or verbal) to the Client and/or the Department in accordance with these procedures.

The Department may or may not respond to such communications/presentations. The Department's response or failure to respond does not constitute or imply any review or verification by the Department, or relieve the Design Team from any of its responsibilities

Stage 1 Preliminary Design

The Design Team objectives for Stage 1 Preliminary Design are to:

- Review all information provided whether as part of the Project Brief or otherwise and satisfy themselves that the project is viable
- Establish and analyse **all site factors and constraints** which may impact on the location for the proposed works and the design and cost implications of each viable option/location
- Where the project is in part or in total the repair/replacement of a building element(s), or a refurbishment project, to fully determine the scope and extent of the works necessary
- Exclude impractical and unviable options/locations, collaboratively explore and assess the remaining options/locations available for meeting the project brief, and demonstrate by comparison with the other options, that the recommended option achieves an acceptable balance between the design (architectural, engineering and health & safety), educational, and economic requirements of the project

For details of the Stage 1 requirements refer to **DTP2025 - Preliminary Design Stage 1** (available at www.education.ie).

These requirements are summarised as follows:

- **Immediately** on appointment (within 2 weeks of appointment) the Design Team Leader is required to prepare a draft [Detailed Project Programme](#)
- Concurrently the Design Team should start its site investigations and preparatory design work.
- Having prepared a detailed project programme **and satisfied himself/herself that the work necessary for a meaningful meeting will be completed in time**, the Design Team Leader should agree a date for a Pre-Stage 1 meeting (through the appropriate Department Officer)
 - The purpose of the Pre-Stage 1 meeting between the relevant Department officials, Client and Design Team is to review and agree the design options and issues as well as to discuss and agree the project programme in order to permit the project to proceed without delays.
 - At the Pre-stage 1 meeting a preferred option will normally be agreed (See **DTP2012 - Preliminary Design Stage 1** for further details).
- The **preferred option** should now be developed taking into account any issues raised
- Once the design has been developed as above, the Design Team needs to prepare a Stage 1 (summary) Report as set out in **DTP2025 - Preliminary Design Stage 1**.
 - The Design Team should now consult with the Client and agree the final Stage 1 proposals and Stage 1 (summary) Report prior to proceeding to the next stage.
 - This Summary Report should also be forwarded to the Department together with the Stage Completion Certificates (for fee payment and audit/record purposes only not for “approval”).
- The Design Team are not authorised to proceed to Stage 2a unless they are satisfied that the project complies with the brief, is in accordance with the recommendations made at the Pre-Stage 1 meeting and can be constructed safely within the area and cost limits

Stage 2a Developed Design

The Design Team objectives for Stage 2a Developed Design are to:

- **Develop the design and accurately cost plan the option agreed with the Client to a stage where the project is fully cost planned and can be prepared to lodge for statutory approvals including the incorporation of Building Information Management (BIM), Risk Management, Green Public Procurement, incorporation of the CWMF Cost Control and Carbon Reporting templates which incorporate the International Cost Management Standards (ICMS3) and the early development of project specific technical merit criteria where it is intended that the procurement process is carried out on the basis of a Price/Technical evaluation process.**

Details of the Stage 2a requirements are set out in **DTP2025 – Developed Design Stage 2a** (available at www.education.ie).

These requirements are summarised as follows:

- As soon as the Design proposals and Stage 1 Report have been **signed off (in writing)** by the Client, the Design team should proceed to Stage 2a.
- The Developed Sketch Scheme should evolve from these Stage 1 design proposals and **must not vary substantively** in design, form, layout or area. The Design Team needs to consider all aspects of the developed design in an integrated manner and shall comply with the written brief (and any authorised amendments), the agreed Schedules of Accommodation, the approved cost limits, and Design Guidelines
- Having satisfied themselves that the Design Team members can complete the work necessary for a Stage 2a meeting in time, the Design Team (through the Design Team Leader) should confirm the date and time set for a Stage 2a Stakeholder meeting, **or if necessary, arrange an alternate date.**
- The Design Team shall comply with all Stage 2a requirements as set out in **DTP2025 – Developed Design Stage 2a** and **DTP-2025 Cost Control Procedures** including pre-planning consultations and the preparation of a Stage 2a (Summary report).
- On completion of Stage 2a, and prior to client consultation, the Design Team should be satisfied that the design proposals (agreed at Pre-Stage 1) as developed, can be constructed **safely within the area and cost limits agreed.**

- The purpose of the Stage 2a meeting is to present the design proposals, cost implications and any other relevant issues to the relevant Department officials and client for discussion and comment.
- The Client and their Design Team should ensure that sufficient information is available **to fully explain** the developed design and should have copies of the relevant information available for distribution at the meeting.
- The Design Team will also confirm the date for completion of Stage 2b.
- The developed design proposals should now be amended to take into account the comments of the client and Department. The Design Team should then consult with the Client and agree the revised Stage 2a proposals and Report prior to proceeding to the next stage
- The obligations in relation to Green Public Procurement should be considered within the design stages of a project life cycle. Consultants should initially refer to the Green Public Procurement Strategy and Action Plan 2024-2027 and any future updates and the sustainability of the CWMF. It is important that the requirements are considered at the early design stages to allow consideration to the requirements as part of the design. This guidance details actions and sectoral/Product Targets which are required to be implemented. Particular attention should be given to the actions as follows included in the report Action A-18, A-19,A-20,A-21,A-22,A-23,A-26,A-36,A-37 & A-38 and sectoral targets which should be taken into consideration T-1, T-8,T-9 & T-12
- The Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation have published 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 mandatory to use the templates to report on capital costs of works projects. Design teams should carry out these requirements and incorporate any subsequent updates to those as the requirements evolve.

Stage 2b Detailed Design

The Design Team objectives for Stage 2b Detailed Design are to:

- **Obtain all statutory approvals,**
- **Prepare a set of fully detailed Tender Documents, and**
- **Prepare an accurate pre-tender cost check/plan**
- **Ensure BIM has been implemented to the required standards**
- **Ensure that Green Public Procurement Requirements have been incorporated**
- **Ensure that Cost Control and Carbon reporting is carried out through all stages of the project**
- **Ensure that ongoing Risk Management is carried out throughout the project lifecycle**

Details of the Stage 2b requirements are set out in **DTP2025 – Detailed Design Stage 2b** and **DTP-2025 Preparation of Tender Documents** (available at www.education.ie).

These requirements are summarised as follows:

- As soon as the developed design proposals have been completed and **signed off (in writing)** by the Client, the Design team should proceed to Stage 2b.
- Any Brief Changes (e.g. abnormal costs arising from planning conditions) should be agreed **prior** to completion of the tender documents. [Amendments to the brief, area limits, cost limits or application of the guidance, not confirmed in writing by the Department, are not authorised changes and have no validity.]
- Where the Restricted Procedure will be used for the appointment of Contractors, the Design Team and Client should seek such authorisation **not less than 60 days** before the anticipated completion date for Stage 2b.
- On completion of **Stage 2b**, the Design Team (through the Client) should write to the Department confirming that Stage 2b has been completed in accordance with the brief (including any authorised brief changes) and requesting authorisation to proceed to tender
- A copy of the Tender Documents (Volumes properly bound, labelled and paginated) and the pre-tender cost check/plan should be included (for record purposes only). The Form of Tender, Contract Schedules, Instructions to Tender and Cost Check/Plan, The Works requirements, Technical Merit Criteria (where applicable) and Pricing Documents for both Main Contractors and Reserved Specialists (where applicable) should all be in electronic format (i.e. Word / PDF shared on common data environment such as SharePoint, One Drive etc). All documentation should be

fully listed and documented so the inclusions are clear.

- The Quantity Surveyor is required to prepare an accurate Bill of Quantities based on the Agreed Rules of Measurement, 4th Edition (ARM4), with no amendments other than those required for use with the PWCs as detailed in ARM4, Supplement 1, Issue 2, 2016. From 1st January 2025, building projects commencing at stage 1 of the CWMF must use ARM 5 in the preparation of Bills of Quantities / Pricing documents
- The Quantity Surveyor will be required to measure the building services installations in accordance with ARM4, Supplement 2 (Issue 1, April 2013), on all projects to which PW-CF5 applies. From 1 January 2025, building projects commencing at stage 1 of the CWMF must use ARM 5 in the preparation of Bills of Quantities / Pricing documents.
- Projects using Public Works Contract PW-CF5, €0.5m - €5m in value (ex VAT) - there will be no requirement for direct tendering of specialists as specialist works sub-contracts. Specialist works sub-contracts will continue to be domestic for projects using PW-CF5, therefore there are no changes required to Stage 2b or to the Works Requirements. Where, due to particular circumstances, procurement of specialist works using direct tendering is proposed by the Design Team and agreed by the DoEY the procedure where PW-CF1 applies shall be followed.
- Projects using PW-CF1, over **€12m** in value (ex VAT) - Direct tendering (Reserved Specialist) for Mechanical Installations and Electrical Installations will apply on all new projects over **€12m** in value (ex VAT) using PW-CF1. (Lift Installations will continue to be treated as a domestic specialist sub-contract).
- The Design Team should produce project specific technical merit criteria and a project specific scoring approach (where applicable) as per **SDG01TN_01 Tender process price /technical in Works contracts** for Department consideration and agreement before final incorporation within the final tender documentation.
- The documents to be used for the Contractor and Reserved Specialist SAQ process are those which are located within Pillar 3: Cost Planning Control and Suitability Assessment, Suitability Assessment Questionnaires, Suitability Assessment for Works Contractors located on the Capital Works Management Framework Website
- The following Department Specific Templates located on gov.ie are to be used as part of the tender competitions:
 1. Appendix B2: Certificate of Satisfactory Execution - Works Only (Reserved Specialists)
 2. Appendix B2 Certificate of Satisfactory Execution – Main Contractors
 3. Appendix M - Marking Scheme Explanatory Notes (Reserved Specialists)
 4. Appendix M - Marking Scheme Explanatory Notes (Main Contractors)
 5. QW1 Appendix L CV Template (Reserved Specialists)
 6. QW1 Appendix L CV Template (Main Contractors)
- Design teams should refer to the Capital Works Management Framework Website and the DoEY website on an ongoing basis in relation to updates which may occur to standard documentation to ensure the most up to date and recent versions are used as part of all tender processes.
- Produce project specific technical merit criteria and a project specific scoring approach (where applicable) as per SDG01TN_01 Tender process price /technical in Works contracts for Department consideration and agreement before final incorporation within the final tender documentation.
- Design teams should ensure that Green Public Procurement requirements are incorporated within the tender documentation.
- Design teams should ensure Building Information Management Approaches are implemented throughout the project stages.
- Design Teams Should ensure that the CWMF Cost Control and Carbon Reporting Templates which are based on ICMS3 are in use and implemented as part of the project design process.
- The Design Team should consult with the Client explaining to the Client what is included and what is not included in the documents and get written sign-off to the Tender Documents and Cost Plan.
- **The written authorisation of the Department is required prior to commencing Tender Action**
- **On receipt of Departmental authorisation, the Design Team should proceed directly to tender.**

Stage 3 Tender Action

Details of the Stage 3 requirements are set out in **DTP2025 – Tender Action Stage 3** (available at www.education.ie).

These requirements are summarised as follows:

- Once the Design Team has written sign-off from the Client and **written authorisation to proceed to tender** from the Department, the Design team should proceed immediately to Stage 3 for both the Main Contractors and Reserved Specialist Tender processes (where applicable). For projects using PW-CF5, there will be no requirement for direct tendering of specialists as specialist works sub-contracts.
- Where the Restricted Procedure is being used the Design Team will have completed the pre-qualification process and issued de-briefing letters. This process applies to both the Main Contractors and Reserved Specialist pre-qualification processes. Both processes of shortlisting Contractors and Reserved Specialists should happen in parallel.
- Tenders should be evaluated on the basis of the lowest Comparative Cost of Tender or Price/Technical in accordance with **SDG01TN_01 Tender process price /technical**

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"/>

- On completion of the examination of the Works and Reserved Specialist Tenders (where applicable) tenders, the Design Team are required to prepare a preliminary report as set out in **DTP2025 – Tender Action Stage 3**.
- The written authorisation of the Department must be obtained before issuing (a) a Letter of Intent and (b) a Letter of Acceptance**
- Once all the contract pre-conditions in the letter of intent have been met and the **Department has given written authorisation to proceed to Contract**, a Letter of Acceptance can be issued. This forms the contract and is the date for the calculation of the Contract Period.

Green Public Procurement Considerations:

Green Public Procurement (GPP) is a process where public authorities seek to source goods, services or works with a reduced environmental impact throughout their life cycle when compared to goods, services and works with the same primary function that would ordinarily be procured. The public sector has a responsibility to promote green procurement, to support Ireland's environmental and wider sustainable development objectives.

The Government has approved the Green Public Procurement Strategy and Action Plan, Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027. The design team as a collective should make themselves familiar with this document and all subsequent revisions that may be issued. It is intended that this will play a key role in driving the implementation of green and circular procurement practices across the public sector and on public sector building projects. Appendix I lists the actions to be undertaken over the period of the strategy and the timeline for implementation. Appendix II lists specific targets for key sector and product categories.

Design Teams should familiarise themselves with the entirety of the document and the requirements as well as any further updates of these documents or Public Section Green Public Procurement strategy and action plans.

In addition, the OGP have published a sustainability information section on the Capital Works Management Framework Website. Leading on sustainability is central to the Programme for Government and a number of key Government strategies and action plans, as well as Ireland's commitment to the achievement of the United Nations Sustainable Development Agenda by 2030. Part of the remit of the

CWMF is to ensure public works become more sustainable, while helping to deliver the National Development Plan. Information on embedding sustainability within your works procurement is included on the Capital Works Management Framework Website. The website will be regularly updated, and includes information on:

- Green Public Procurement
- Climate Action Plan 2024
- UN Sustainability Goals in Construction
- Links to many useful Sustainability Resources

Link to OGP Sustainability and GPP Section: <https://constructionprocurement.gov.ie/sustainability/>

Relevant extracts from Green Public Procurement Strategy and Action Plan 2024-2027 for information purposes:

TARGETS - APPLICABLE TO DEPARTMENT OF EDUCATION PROJECTS

Target No:	Target Detail
T1	From 2025, a minimum proportion of construction materials procured by public bodies under new contract arrangements comprise recycled materials. This target will be updated following further data analysis, and publication of the 2nd Whole of Government Circular Economy Strategy which will include sectoral targets in relation to the construction sector.
T8	From January 2025, 100% of all tenders for the public procurement of energy related products, heating equipment, or indoor and outdoor lighting to include a requirement for tenderers to specify recommendations and options for the product, when the product or components of the product comes to the end of life, that consider environmental sustainability, including options for reuse, repair, and recycling
T9	100% of all tenders for the public procurement of heating systems to not install heating systems that use fossil fuels, in (1) new buildings, and (2) "major renovation" retrofit projects (as defined in the Energy Performance of Buildings Directive (EPBD)) subject to exceptions as specified in the Public Sector Climate Action Plan Mandate 2023
T12	By end of 2027, where possible and available, a minimum proportion of annual procurement by public sector bodies shall include used or repaired goods or materials

KEY ACTIONS - APPLICABLE TO DEPARTMENT OF EDUCATION PROJECTS

Ref	Action No	Action	Timeline
The GPP Mandate from 2025	A18	<p>The GPP Mandate from the publication date of the GPP Strategy and Action Plan • Public sector bodies where the individual procurement spend using public funds is above EU procurement thresholds</p> <p>• Government departments where the individual procurement spend is above applicable national procurement thresholds</p> <p>From the publication date of the GPP Strategy and Action Plan, all public bodies to include GPP criteria in all tender documents, where possible, in accordance with the GPP Implementation Mandate set out in the GPP Strategy and Action Plan (Figure 1).</p>	2024
The GPP Mandate from 2025	A19	<p>The GPP Mandate from 2025</p> <p>• Public sector bodies where the individual procurement spend using public funds is above applicable national procurement thresholds</p> <p>From 2025, all public bodies to include GPP criteria in all tender documents, where possible, in accordance with the GPP Implementation Mandate set out in the GPP Strategy and Action Plan (Figure 1).</p>	From 2024
The Built Environment	A21	<p>In line with the Public Sector Climate Action Mandate all public bodies shall specify low carbon construction methods and low carbon cement material as far as practicable for directly procured or supported construction projects from 2023.</p> <p>Public bodies must include specifications for low carbon construction related components and sustainable building processes in accordance with EPBD, using CPR data where available and EN 15978, and reference to GPP criteria related to construction, including National GPP guidance, where appropriate in the Preliminary Project Brief. In addition, whole life cycle analysis in accordance with EN 15978, where appropriate, shall be used to inform the design of building projects over 1,000 m² to ensure life cycle GWP is optimised at the building level and to facilitate declarations of embodied carbon for inclusion in the BER/EPC of buildings completed after 31 December 2027</p>	<p>From 2023</p> <p>From 2026</p>
The Built Environment	A22	Life Cycle Costing to be used by all public bodies for all works contracts as defined by the Capital Works Management Framework.	From 2025
The Built Environment	A23	For the procurement of low carbon cement material, public bodies and beneficiaries of grant (Exchequer) to implement construction related technical guidance, once established by the relevant body.	From 2024
GPP Monitoring and Reporting	A36	From 2024, all public bodies to report on use of GPP (via contract award information and notices) in relation to individual contracts valued over the applicable EU procurement thresholds in accordance with guidance and Circular 05/23. From 2025, all public bodies to report on use of GPP (via contract award information and notices) in relation to individual contracts valued over the applicable national procurement thresholds (pending implementation of new below European Union threshold eForms), in accordance with guidance and Circular 05/23.	<p>From 2024 for EU thresholds</p> <p>From 2025 for national thresholds</p>
GPP Monitoring and Reporting	A37	From 2025, all public bodies to report explanation for not including GPP criteria in published tender documentation for contracts valued over the applicable national/EU procurement thresholds where National GPP criteria are available	From 2025
GPP Monitoring and Reporting	A38	All Government departments to report in the Annual Report on GPP implementation in relation to contracts valued over the applicable national procurement thresholds, including explanation for not including GPP criteria in published tender documentation where National GPP criteria are available	2025, 2026, 2027

Stage 4 Construction

Details of the Stage 4 requirements are set out in **DTP2025 – Construction - Stage 4** and **DTP-2025 - Cost Control Procedures** (available at www.education.ie).

These requirements are summarised as follows:

- All members of the Design Team are collectively responsible for the effective management of the project in order to achieve its completion **on time and within the approved budget/funding.**
- The Design Team Leader (usually the Architect) is the Employer's Representative [ER].
- The ER is responsible for **all progress reports.**
- The ER does not have the authority for any breaches to the specified limitations and is responsible for any costs arising there-from. (The ER's authority is set out in the Conditions of Engagement and the Schedule to the building Contract.)
- **No** Client requested change shall be permitted (whether within the ER's authority or not) without prior Department authorisation.
- Overall cost control during construction is co-ordinated by the Design Team's Quantity Surveyor in consultation with **all** of the other members of the Design Team and in particular the ER. The Mechanical and Electrical Consultant (For M&E works) should deal with the cost control relating to mechanical and electrical Works and full support and assistance should be provided to the design teams Quantity Surveyor at all times.
- Interim Certificates based on the QS's recommendations (backed by advice from **all** the other Design Team members where appropriate) are issued by the ER to the Contractor, and in turn by the Contractor (Original Certificates only), through the Client, to the Department for payment. There is no provision for the separate identification of amounts due to sub-contractors.
- Contractor Claims shall be dealt with promptly **and fully in accordance** with the Conditions of Contract. The ER should seek a monthly update on claims pending (as per the progress reporting requirements and should deal with any claims and at all times **in full accordance** with the Contract provisions, obligations and timelines.
- A Performance assessment specifically in relation to the cost control on the projects will be carried out on the entirety of the Design Team members.

Stage 5 Handover and Final Account

Details of the Stage 5 requirements are set out in **DTP2025– Final Account - Stage 5** and the **DTP-2025 Cost Control Procedures** (available at www.education.ie).

These requirements are summarised as follows:

- The Design Team individually and collectively are required to effectively manage the Project, and with the co-operation of the Contractor achieve a satisfactory standard of Construction, achieve Substantial Completion of all elements of the Project by the Contract Section/ Phase handover dates and overall Contract Completion Date. Substantial Completion Certification must only issue in accordance with the terms of Contract i.e. all elements of work are substantially completed
- The Project Supervisor Design Process must arrange for the provision of two copies of the completed Safety File (including a full digital copy), one copy for the Client and one for the Occupier (i.e. the School principal).
- Prior to hand over of the building / or part(s) thereof the Design Team shall explain the Design Concept to the occupiers so that maximum benefit can be gained from the facilities provided. They are also required to explain and train the Client how to operate and maintain the building and its engineering services systems at optimum efficiency with particular emphasis on safety and energy conservation.
- Under the Public Works Contracts the period for agreeing the Final Account is a maximum of 5 months. This comprises a maximum period of 2 months for the submission of a Final Statement from the Contractor post Substantial Completion and a further 3 months requirement for the ER to issue the penultimate certificate.
- Refer to **DTP-2025 Cost Control Procedures** for the applicable cost control procedures.
- The Employer's Representative shall not give and does not have the authority to issue a Change Order concerning the Works or a Section after its Substantial Completion has been certified. On completion of the Defects Period, the Client, the School Authorities, and the Design Team shall agree and confirm in writing to the Department (through the Client) that the work is complete and

all defects have been corrected within this period. The final certificate can then be issued as long as all the requirements of the Design Team Procedures have been carried out including the submission of the relevant documentation.

- On completion of the Defects Period, (having agreed with the Client that all defects have been rectified), the Design Team are required to submit a Final Project Report to the Client (and through the Client to the Department).
- A substantial completion full set of final construction drawings (digital versions) shall be issued to the Department for record purposes (see **DTP2025 – Final Account - Stage 5**) with a final construction Schedule of Areas fully reconciled to the Brief
- [Performance assessment](#) on quality of service (post substantial completion) and cost control will be carried out on the entirety of the Design Team members.

7. Non - Compliance

Substantive Non-Compliance

It is the duty of the Design Team to read and comply with these Procedures, The Department Technical Notes, Department Guidance Notes, associated Practice Notes, all applicable Department Technical Guidance Documents and all CWMF guidance where applicable.

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.**

Department funding for such unauthorised design Development may be withheld, with resultant delays, and abortive work for the Design Team's at their own expense (refer also to [performance assessment](#)).

Substantive Non-Performance

Where substantive errors or omissions are identified at any stage, the onus rests with the Design Team to remedy those mistakes (whether design revisions or procurement procedure) including (where necessary) reversion to an earlier stage. No additional fees for such work are applicable.

Where the Design Team had not satisfactorily completed all Stages for which a payment had been made, the Client/ Department may recover any money due from the Consultant as a debt due and may deduct the money due from any other money due or to become due to the Consultant under the Contract or any other means.

The Standard Conditions of Engagement for Consultancy Services Clause 2 states that the Consultant shall perform the Services with the skill, care, diligence, efficiency and professional conduct reasonably to be expected from a consultant with the qualifications and experience suitable for the Services.

Where due to a consultant's negligence or failure to exercise reasonable skill and care, substantive errors or omissions significantly reduce the standard of the building or make it unsuitable for use for the intended purpose, the consultant shall be liable for the costs of remedial works arising there-from.