



DTP-2025 Fees and Fee Payments

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1. Introduction

1.1 Application

This document sets out the scope of service covered, how to claim Stage Payments, and the procedure for fee adjustments. It forms part of the Design Team Procedures [5th Edition 2025].

The **Design Team Procedures [5th Edition 2025]** and any associated 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 Conditions of Engagement [COE]

The Conditions of Engagement for consultants are the versions that exist on the Capital Works Management Framework Website. Schedule A&B form part of the Form of Tender and Schedule.

1.3 Detailed Scope of Service

The Design Team is required to carry out all work required (whether expressly stated or not) to design and construct the project in a competent and professional manner in accordance with the Brief (including cost limits, area limits, and Design guidance).

The detailed scope of service for consultants is in accordance with the (version applicable at the time of appointment of the) "DoEY Standard Schedule of Stage Services for Construction Consultants" available at www.education.ie under School Planning/Building > Technical Guidance, and as set out in Schedule B of the Conditions of Engagement, and the current version of the Design Team Procedures.

Where the terms of engagement are not explicitly stated, the service includes all work necessary to deliver the project in a competent and professional manner. This includes ensuring that the project is fully designed and detailed before going to tender and that all the information necessary to complete the construction is included in the Tender Documents.

2. Fee payments

2.1 Fees

The fee arrangements are as stated in the terms and conditions of appointment, or where no explicit terms were stated the standard Department terms and conditions applicable at the time of appointment. The range of existing fee arrangements can be summarised as follows:

- (Historical) appointments with an agreed fee %.
The Fee Percentage includes for all work necessary to complete the project in a competent and professional manner whether explicitly stated or not.
- Tendered fee % capped at Stage 2a.
The Fee Percentage includes for all work necessary to complete the project in a competent and professional manner whether explicitly stated or not.
 - At the relevant stage the fees are capped based on the tendered fee % of the authorised stage cost-plan. The actual fee due for each stage can now be calculated based on the stage % indicated in the tender documents.
 - Thereafter there are no adjustments to the fees whether tender costs increase or decrease.
 - Where the appointment formed part of a replacement consultant competition and where one or more Stages are already completed (by others) conversion to a fixed price lump sum will take place on completion of the first stage of the replacement appointment.
- Fixed price lump-sum Fees.
The Fixed price Lump-sum Fee includes for all work necessary to complete the project in a competent and professional manner whether explicitly stated or not. In particular all services identified in the DoEY Standard Schedule of Stage Services for Construction Consultants as forming part of the service are included. Certain tasks are specifically excluded.
 - The actual fee due for each stage will be calculated (at appointment stage) based on the stage payment % indicated in the tender documents.
 - Thereafter there are no adjustments to the fees whether tender costs increase or decrease.

- Other.

The terms and conditions stated in the tender documents apply, or where no explicit terms were stated the standard Department terms and conditions applicable at the time of appointment.

In all cases the applicable fees due are for the **satisfactory completion** of the relevant milestone or stage including the preparation of all documents and reports and obtaining client sign-off for that stage.

These fee arrangements will not be amended, re-negotiated or converted into a fixed price unless provided for in the terms and conditions of appointment.

2.2 Fee Invoices

Fee Invoices for Stage payments must be presented for payment by **all disciplines together**. Each invoice should refer to the terms and conditions of appointment, the applicable fee for the Stage and the basis for that calculation. All fee invoices are cumulative taking into account all fees paid to date on the project.

It is important to include sufficient information to facilitate prompt payment. (**Incorrect invoices, or invoices with only partial information, lead to delays.**)

Where it subsequently transpires that the Design Team had not satisfactorily completed all stages for which a payment had been made, the Client/Department may recover any money due 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 any other contract between the parties.

2.3 Stage 1 Fee payments

The applicable fees due are for the satisfactory completion of Stage 1.

This includes confirmation that the preferred option agreed at the Pre-Stage 1 meeting has been developed to Stage 1 and all suggestions/ comments for consideration issued at the Pre-Stage 1 meeting have been addressed. It also includes the preparation of a Stage 1 (summary) report in accordance with **DTP-2025 Preliminary Design -Stage 1** which must be signed off (in writing) by the Client.

To claim fees for **Stage 1** Design Teams must:

- Develop the preferred option agreed at the Pre-Stage 1 meeting to Stage 1 in accordance with **DTP-2025 Preliminary Design - Stage 1**
- Address all suggestions/ comments issued at the Pre-Stage 1 meeting.
- Prepare a Stage 1 Summary Report in accordance with **DTP-2025 Preliminary Design - Stage 1** which must be signed off (in writing) by the Client.
- Complete **DTP-2025 Stage 1 Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign), and
- Send in the **completion certificate**, a copy of the **summary report** and a **valid invoice** for each consultancy discipline (together) into the appropriate Department Officer handling the project through the Client

2.4 Stage 2a Fee payments

The applicable fees due are for the **satisfactory completion of Stage 2a**.

This includes confirmation that all suggestions/ comments for consideration issued at the Stage 2a Stakeholder meeting have been addressed. It also includes the preparation of a Stage 2a (summary) report in accordance with **DTP-2025 Developed Design - Stage 2a** which must be signed off (in writing) by the Client.

To claim fees for **Stage 2a** Design Teams must:

- Address all suggestions/ comments issued at the Stage 2a Stakeholder meeting.
- Prepare a Stage 2a (summary) report in accordance with **DTP-2025 Developed Design - Stage 2a** which must be signed off (in writing) by the Client.
- Complete **DTP-2025 Stage 2a Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign), and
- Send both the **completion certificate** and a **valid invoice** for each consultancy discipline (together) in to the appropriate Department Officer handling the project through the Client

Unless otherwise requested it is not necessary to send a copy of the Stage 2a Report to the Department, but all the documents must be assembled into a package and retained in the Design Team Leader's office for audit purpose.

2.5 Stage 2b Fee payments

The applicable fees due are for the **satisfactory completion of Stage 2b**.

When the full set of Tender Documents and a Pre-tender cost-check are complete, the Design Team must prepare a summary Stage 2b Report and seek authorisation from the Client and the Department to proceed to tender.

While the Client and Design Team are not permitted to proceed to tender without prior written authorisation from the Department, the Design Team may submit fee invoices once the Stage 2b Report has been submitted as long as Detailed Design does not vary substantively from the design presented at the Stage 2a meeting and submitted for Planning, and the Pre-tender cost-check is within the previously agreed cost limits.

To claim fees for Stage 2b Design Teams must:

- Prepare a complete set of Tender Documents to be retained in the Design Team Leader's office
- Prepare and submit a Stage 2b report in accordance with **DTP-2025 Detailed Design - Stage 2b** which must be signed off (in writing) by the Client.
- Complete **DTP-2025 Stage 2b Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign), and
- Send in the **Stage 2b report**, the **completion certificate**, and a **valid invoice** for each consultancy discipline (together) in to the appropriate Department Officer handling the project through the Client

Other than in exceptional circumstances, interim fee payments will not be made. (Where a project has been authorised to proceed to Planning permission, Fire Certificate, and DAC application but not to the preparation of Tender Documents an interim payment of 5% of the total fee for the Structural Engineer and Architect may be considered to be subsumed into the Stage 2b fee on completion of that stage)

2.6 Stage 3 Fee payments

The applicable fees due are for the **satisfactory completion of Stage 3** when the Stage has been completed in accordance with **DTP-2025 Tender Action (Stage 3)** and authorisation to issue a letter of acceptance has been issued by the Department, and the Letter of Acceptance has issued to the Contractor forming the Contract

Other than in exceptional circumstances (for example where the Stage 3 has been completed as above, but the Department for budgetary reasons does not authorise proceeding to Construction), fee payments will not be made until the Contractor has been appointed.

To claim fees for **Stage 3** Design Teams must:

- Complete Stage 3 as above,
- Complete **DTP-2025 Stage 3 Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign), and
- Send into the appropriate Department Officer handling the project through the Client:
 - Evidence of issue of the **Contract Award Notice** (where applicable i.e. where the original estimated Construction value of the project was above the EU threshold),
 - HSA notification of **PSCS**,
 - a **copy of the successful Contractor's Pricing Document**
 - the completed **completion certificate**, and
 - a **valid invoice** for each consultancy discipline (together)

Where the Department for budgetary reasons does not authorise proceeding to Construction, the completion certificate and invoices above are sufficient. While full payment will be made on foot of valid invoices, the Design Team will be required to complete **Stage 3 Tender Action** i.e. the appointment of the Contractor and submission of the documentation above (when requested to do so) without further payment.

Where direct tendering of named specialists is required by the Design Team and approved by the Department as a result of design decisions, any additional Design Team services required which attract fees shall be borne by the Design Team.

2.7 Stage 4 Fee payments

Pro rata Interim fee payments during the construction stage of the project may be made at the discretion of the Department. Fees are to be paid as follows:

** Fees during Stage 4 to be paid on a bi-monthly basis calculated as follows:

$$(\text{Stage 4 fee} \times 90\%) \div (\text{Project duration in months} + 1) / 2$$

The final Stage 4 payment is to be claimed on lodgement and validation of the Certificate of Compliance on Completion and the placing of the building on the Register by the Building Control Authority

To claim fees for **Stage 4** Design Teams must:

- Send into the appropriate Department Officer handling the project through the Client:
 - a **copy of the most recent ER's certificate** for interim payment showing the total amount paid,
 - **confirmation that all the monthly project review reports have been sent** (by the ER) to both the Client and to the appropriate Department Officer handling the project, and
 - a **valid invoice** for each consultancy discipline (together)
- At Substantial Completion you must also include:
 - **DTP-2025 Stage 4 Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign)

2.8 Stage 5 Fee payments

To claim fees for **Stage 5** Design Teams must:

- Send into the appropriate Department Officer handling the project through the Client:
 - Written confirmation from both client and the Design Team that the work is complete, and all defects have been corrected
 - The summary section of the Final Account.
 - A Report on quality of the Building Works with contributions from all the Design Team Members
 - An assessment of the Contractor's performance during the Building Contract (using the Department template form).
 - **DTP-2025 Stage 5 Completion Certificate** ensuring it is signed by the Project Senior for each consultancy discipline and the Client (unless the client is the Department in which case the Chairperson of the BOM should sign), and
 - a valid invoice for each consultancy discipline (together)

3. Fee adjustments

3.1 Fee adjustments

The terms of appointment include **all work required to design and construct the project in a competent and professional manner** (whether expressly stated or not) in accordance with the Brief (including associated Design guidance), the Schedules of Accommodation, and the applicable Design Team Procedures.

Fee adjustments (whether expressly stated in the terms and conditions or not) will only be considered on the basis of changes (outside the control of the Design Team) which substantially increases or decreases the scope of service as follows:

- Tendered fee % capped at Stage 2a.
 - Increases/decreases in the cost of a project are provided for by the terms of the Tender and no adjustments are made for such cost increases/decreases
 - Substantial increases/decreases in the scope of the project (whether affecting the tender costs

- or not) are deemed to be a change of scope of service and a pro-rate increase/decrease applies.
- Excessive Contract prolongation, work associated with Planning Appeals, Arbitrations and/or Liquidations will be dealt with in the same manner as fixed price lump-sum fees (below)
- Fixed price lump-sum Fees.
 - No adjustments are made for cost increases/decreases
 - Substantial increases/decreases in the scope of the project are a change of scope of service and a pro-rate increase/decrease applies.
 - Excessive Contract prolongation, work associated with Planning Appeals, Arbitrations and/or Liquidations will be dealt with in accordance with the Standard Schedule of Stage Services for Construction Consultants. Consultants will be required to provide detailed substantiation in relation to the reasons for excessive Contract Prolongation and demonstrate that this does not relate to issues relating to design team performance, missing, incomplete or inadequate design information.

Fee increases/ decreases (as above) will be determined at the Client's choice in proportion to the increase/decrease in those Services or by the Scheduled Time Charges for changes as specified in Clause 11 of the Conditions of Engagement. Time charges will be valued on the basis of the rates submitted as part of the initial tender submission.

In the case of % fees any adjustment will be in proportion to the increase/decrease in the service only.

Where a dispute arises the quantum of additional fees will be compared to the equivalent fee applicable for that stage or portion of a stage (e.g. excessive prolongation by reference to the duration of that (excessive) prolongation and the applicable fee for the whole stage)

Construction inflation

Where a service contract is awarded on a fixed-price lump sum or percentage fee basis and the project estimate increases (due to construction inflation) there shall be no change to the fixed price or the capped percentage fee payable to consultants. In other words, inflation-driven increases in construction costs shall not trigger corresponding or retrospective increases in design fees. There is no adjustment to the consultant's capped fees (i.e. capped at latest at end of Stage 2A if the construction tendered amount is higher than the pre-tender budgeted costs).

Additional payments to the contractor

If additional payments due to the works contractor arise during the Construction Stage (in addition to the construction contract sum) for reasons for which the Contracting Authority is not responsible these extra costs shall not lead to additional fee entitlements to the consultant.

The Design Team individually and collectively have a duty to progress the project without delay whether a fee adjustment claim is pending or otherwise. Fee adjustments will not be considered piecemeal, either during a stage or by individual members of the Design Team. All requests for fee adjustments must be fully justified and should be made on completion of the relevant stage by all members of the Design Team jointly