



DTP-2025 Detail Design (Stage 2b)

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1. Introduction

1.1 Application

This Design Team Procedure documents sets out the reporting requirements to both the Client and the Department and the Department's requirements the delivery **of Stage 2b the Detail Design Stage** (in conjunction with the **DTP2025 – Preparation of Tender Documents** and **DTP-2025 Cost Control Procedures**). It also gives guidance on the actions to take during Detail Design.

Where a conflict exists between this guidance and the requirements of the Contract, the requirements of the contract take precedence.

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 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 including ensuring that any information, communications documentation and/or reports are channelled through the Design Team Leader

In addition, the Design Team Leader must also seek to **ensure** effective communications between the relevant Design Team disciplines, and where such communications or responses are not effective implement **corrective action** including client notification (if required)

1.3 Department Cost Control procedures

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

1.1 Objectives

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

- Obtain all statutory approvals
- 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** is included in the Tender Documents. This includes:
 - Preparation of detailed design drawings and specifications for the design within the agreed project budget, incorporating any conditions arising from statutory approval, to enable the preparation of a Bill of Quantities (or other agreed tender documentation) based on full and complete design.
 - Preparation of the Bill of Quantities/Pricing Document (or other agreed tender documentation) and all other tender documentation required. (See also **DTP2025 – Preparation of Tender Documents**)
- Prepare an accurate pre-tender cost estimate **not more than 1 month** before the issue of request for tenders.

1.2 Public Works Contracts

The use of the Standard Public Works suite of Contracts is a requirement for all publicly funded capital works projects. There are no exceptions to this obligation, and these are available on the Capital Works Management Framework Website.

Before commencing work on detailed design, the Design Team in consultation with the Employer **must** determine the appropriate form of Contract (if not already determined).

The following table applies unless the project has a particular level of complexity:

Estimated cost is...	Then use....	Ref.
Less than € 1M (ex VAT)	Public Works Short Form of Contract	PW-CF6
Value of Contract > €1m and ≤ €5m (ex VAT)	Public Works Contract for Minor Building and Civil Works Designed by the Employer	PW-CF5
Value of Contract > €5m (ex VAT)	Public Works Contract for Building Works designed by the Employer	PW-CF1

The above Contracts are available on the Capital Works Management Framework Website .

Where the appropriate form of contract is the Public Works Contract for Building Works Designed by the Employer (Major Building Works), the Design Team must also determine the relevant extent of Risk Transfer (see Risk Transfer).

1.3 Standard Contract Documents

In addition to the Capital Works Management Framework suite of Contracts, the Public Works Forms of Tender and Schedules, standard Model Forms and standard Invitation-to-Tender must be used

To ensure that the correct form is used Design Teams should access all documents through the Capital Works Management Framework Website.

DoEY and CWMF guidance exists on the population of the relevant information within the Instruction to Tender (ITT) and tender schedule documents which should be referenced at all times. The Department should be consulted where there are any queries in relation to items such as the calculation of LAD's, setting of inflation thresholds, inclusion of programme contingency etc

2. Statutory Approvals

2.1 General

Having presented the Stage 2a proposals at the **Stage 2a Stakeholder** meeting, reached agreement to progress to Stage 2b, completed all agreed amendments to the proposals arising from that meeting, and having received **written sign-off** to the Stage 2a report from the client, the Design Team is ready to apply for all statutory approvals including Planning Permission, Fire Safety Certificate and a Disability Access Certificate. The required statutory Permissions should also be obtained in respect of any temporary accommodation deemed necessary.

Design Teams **must submit** the Planning Permission and the Fire Safety Certificate applications prior to commencing work on detailed design. The Disability Access Certificate application should be submitted and approved by the Statutory Authority before completion of Stage 2b.

The drawings and specifications submitted for these Statutory Approvals **must not vary in substance** from those agreed at the **Stage 2a Stakeholder** meeting

While the Design Team may consult further with the Statutory Authorities to ensure that the developed sketch proposals will meet the requirements of that Local Authority Planning Section, the Design Team should ensure that submissions for Statutory Approvals do not vary in substance from the proposals presented at the Stage 2a Stakeholder meeting and in so far as is possible do not incur additional costs.

2.2 Project Progression

The Design Team will be required to meet the delivery targets which are set in the Project Programme. Formal Stage approvals are required throughout the process

Unless there are significant known planning risks (including the risk of disproportionate or unreasonable conditions) which were raised at the Stage 2a Stakeholder meeting, the Design Team should proceed with detailed design upon stage approval and as soon as the Planning and the Fire Safety Certificate applications have been submitted.

[Design teams should (from pre-planning consultations) be aware of the likely Planning conditions and where those conditions are proportionate and reasonable may elect to factor those into their detailed designs.]

A performance assessment will be carried out on the original project programme agreed at Stage 1 and on the extent to which those delivery targets are met.

2.3 Appeals

On receipt of notification of the Decision to Grant Planning Permission and/or Fire Safety Certificate/DAC, the Design Team must immediately review the conditions and determine whether any of the conditions are disproportionate or unreasonable, require a substantive change to the brief, or give rise to un-anticipated or unreasonable additional costs.

The Design Team must then **immediately** (normally within 3 working days of receipt of the decision) send an e-mail to the appropriate Department Officer reporting on the decision and attached conditions, attaching a soft copy of that decision.

Any conditions which are **disproportionate, unreasonable, require a substantive change to the brief, or gives rise to un-anticipated or unreasonable additional costs** should be highlighted with commentary on whether taken as a group, in the view of the Design Team, an appeal is appropriate. (Conditions which are reasonable, proportionate and foreseen can be grouped together as such.) The **total additional cost** implications of all conditions together should be stated.

Unless an appeal is recommended (as above) and upon stage approval the Design Team should proceed with detailed design.

Where an appeal is recommended by the Design Team, the report should comment on whether that appeal is likely to be successful and provide (as an attachment) an adjusted programme for the time required to complete the project (Substantial Completion).

For the purposes of determining whether a condition is disproportionate and/or unreasonable the following should be considered:

- **Development Charges**
The Department and the School Board of Management are not developers and the level of contribution to local services and amenities should reflect the non-profit making status of schools.
- **Works outside the site boundaries**
The Department and/or the School Board of Management are not **empowered to carry out works outside the boundaries of the school site**. Consequently, all conditions requiring the school to carry out works (e.g. a Pedestrian Crossing) should be referred to the Department for consideration and approval in advance of developing solutions, carrying out detailed design or any commitment to a Local Authority to carry out such works. These types of additional Works would result in a requirement to change the project brief and the relevant processes and procedures should be followed in this regard..
- **Open-ended conditions**
Conditions requiring future agreement with one or more section of that local authority (e.g. Drainage or Roads Section) are open-ended conditions and commit the school to unspecified actions and no limit on expenditure. **These conditions should be avoided where possible.**
- **Traffic Management & on-site car-parking**
There is extensive Departmental guidance on the requirements for external spaces including provision for on-site car-parking and traffic management. Where a condition substantively exceeds those requirements (e.g. excessive car-parking requirements) **an appeal should be considered.**

Where an appeal is recommended by the Design Team and the Department concurs, or where an appeal is registered by a third party, the Design Team shall on behalf of the Client prepare and issue all necessary documents to all relevant parties to allow the appeal to be determined without undue delay. [Refer also to **DTP-2025 Fees and fee payments**” available at www.education.ie.]

When a Planning Application is refused the Design Team should issue a report (as above) including a copy of the refusal notice and conditions. Where, in the view of the Design Team, a revised submission has a reasonable likelihood of obtaining Permission, this should be stated. By agreement with the Client and Department the Design Team may be required to consult with the Statutory Authorities as appropriate and re-submit an amended proposal. [Where the reasons for refusal should reasonably have been anticipated, such work is deemed to be part of the scope of work of the Design Team].

3. Detailed Design

3.1 General

Refer also to **DTP-2025 Preparation of Tender Documents**

The Design Team are fully responsible for ensuring that the project is fully designed modelled (BIM) and detailed before going to tender and that all the information necessary to complete the construction is included in the Tender Documents.

Having submitted the Planning application, Fire Certificate application and the Disability Access Certificate application, and determined the appropriate level of risk transfer the Design Team is ready to commence work on detailed design.

During the preparation of detail design documents (the Works Requirements) the Design Team must keep the Client informed (on a regular basis) of progress and any issues which will affect the programme or the project cost.

The detailed design must comply with the design presented at the Stage 2a Stakeholder's meeting and submitted for Planning. The onus and responsibility remain with the Design Team to ensure that the detailed drawings are in accordance with the Grant of Planning Permission, Fire Safety Certificate and Disability Access Certificate obtained, and comply with the Building Regulations.

It is essential that thorough planning of the building, services and external works should take place at this stage. This 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**).

There is no provision for nominated sub-contracts, contingencies, provisional sums, or prime cost sums in the Public Works Contracts and items of this nature should not be included in any circumstances.

3.2 Specifications

The following guidance on specifications is for the benefit of the Design Team only. The Public Works Contracts require that the Contractor constructs the building in accordance with the Specification contained in the Works Requirements (whether compliant with this guidance or not)

Where practicable, elements that might be designed or selected during the contract should be designed and specified pre-tender, and included in the tender documents:

- Specifications should be based on the material specification, the applicable standards and the performance required. All specifications must conform to national guidelines and EU Directives on Technical Specifications.
- The Design Team is not precluded from prior research to determine the range and type of goods on the market, but should not specify goods in such a manner as to unjustifiably exclude competition
- In all cases, materials should be described by their generic names and performance requirements, and not by their proprietary name. In addition, it must be clearly stated that all products meeting the specification standard products are also deemed to be acceptable.
 - Note that if the consultant states the name of a manufacturer's product in the specification and adds the words "or equal approved", he/she are inviting requests for approval of alternative products meeting the specification and must respond in a timely manner during the Contract as with other requests for information.
- If the consultant states the output requirements of a material only or names of a manufacturer's product in the specification and adds the words "or equivalent", he/she is in effect stating to the Contractor that an equivalent manufacturer's product (i.e. meeting the specification in all respects) is acceptable (without prior approval) and that the onus is on the Contractor to ensure that the material meets all of the same standards required. Such output requirements might include a requirement for a test or Agrément Certificate or Insurance backed guarantee or other means of proof of compliance. Items of work with an element of design based on a performance specification are permissible. However, the specification must be clear and based on objective measurable standards. For example, a lift installation might be specified in terms of the dimensions, carrying capacity and relevant standards.
- If the visual appearance is important, this too should be specified (e.g. brushed steel surrounds, type and size of control panel, etc).
- Floor and wall finishes can all be fully specified pretender – this does not preclude the selection of a particular colour or pattern (from within the range specified) during the contract.

- Clause 4.7 (PWCF1 & 2) Required Contractor Submissions should be fully complied within in all instances

3.3 Risk transfer

The onus rests with the Design Team to determine the appropriate level of risk transfer. The correct strategy is to assess the risk, mitigate it where possible, quantify the risk and finally to determine whether risk transfer is appropriate. Risks should not be transferred where they cannot be reasonably quantified or evaluated.

Additional site or building investigations should not be required at this stage (other than in exceptional circumstances). The Design Team should not re-visit the investigative work carried out at Stage 1 unless the Design Team has reason to believe that the results of that investigation were suspect or inadequate (whether or not risk is transferred).

As part of Stage 1, the Design Team will have determined an **appropriate risk mitigation strategy**. This may in exceptional circumstances include enabling contracts or specialist advance contracts (e.g. archaeological excavation, contaminated ground remediation, asbestos removal, or moving existing services).

Subject to the above each transferable risk must be assessed on a case-by-case basis for each project based on the results of that investigative work and justified on the basis of value for money.

Where the Client is better able to manage the risk, it should be retained as an Employer risk.

Inappropriate risk transfers will cost the Client money (e.g. unknown or unquantifiable risks). Appropriate risk transfer is when the Design Team is satisfied that Contractors tendering for a project can quantify the risk will offer good value for carrying the residual risk.

The risk of **Discrepancies in the Pricing Document (Compensation Schedule 1K Event 17)** shall in all cases be retained by the Employer. **The onus rests on the Design Team to prepare a comprehensive, compliant and accurate Pricing Document.**

In the case of the Public Works Contract for Minor Civil Engineering and Building Works Designed by Employer this is the only transferable risk. (Refer also to **DTP-2025 Preparation of Tender Documents**.) The DoEY will expect the Design Team Quantity Surveyor to prepare an accurate Bill of Quantities/Pricing documents based on the applicable version of Agreed Rules of Measurement, please refer to **SDG 01_TN02 - Implementation and use of ARM 5 for Department of Education Projects**. In relation to the projects which require the use of ARM 4 (and the applicable supplements) or ARM 5. The Design Team Quantity Surveyor will be required to measure the building services installations in accordance the relevant agreed rules of measurement which apply to a project.

For **Events 18 to 20** i.e. **site investigations, archaeology and underground utilities** these risks will have been assessed as part of the site location assessments at Stage 1.

Where the risks associated with ground conditions, archaeology and/or underground utilities are to be dealt with under the main contract, the Design Team must determine whether risk transfer is appropriate:

- Any significant risk of **archaeological items of value should only** be transferred after full archaeology investigation, and where appropriate an enabling contract. Any substantive risk transferred should be measurable and consequently capable of being costed by the Contractor.
- The risk of **unforeseeable ground conditions should only** be transferred if the Design Team are satisfied that there is reasonable certainty as to the nature of the ground conditions. Any risk transferred should be minimal. Where the risk is appreciable either the risk should not be transferred, or further investigation should be done to minimise risk.
- The risk of **unforeseeable utilities buried in the ground** should only be transferred after full desktop and site investigation (if required). As with ground conditions, any risk transferred should be minimal.
- In the case of **Event 21 - unforeseeable delays by utility companies**, it is a judgement call. Where such delays are critical to the programme and will have a high cost to the Contractor, risk transfer is not recommended. Where there is slack in the project delivery programme and such delays can be accommodated without undue disruption, risk transfer is acceptable.
 - Where practical the Contract duration should allow adequate time to the Contractor to accommodate reasonable delays by the utility companies without a commensurate increase in Tender Prices, and the risk should be transferred.

Where the risk is to be transferred to the Contractor for Schedule K events 18-21, items shall be given for each item within the pricing document to allow the Contractor the opportunity to price the risk. Where an optional Compensation Event has 'no' entered against it in part 1K of the schedule all costs associated are at the risk of the Contractor.

Where in the judgement of the Design Team risk **should be transferred** on one of the above events **NO** should be entered into the relevant box in the schedule (i.e. this is not a compensation event).

Where in the judgement of the Design Team risk on one of the above events **should not be transferred** the word **YES** should be entered into the relevant box in the schedule (i.e. this event is a compensation event).

3.4 Enabling Contracts

Where, (in **exceptional circumstances**), the Design Team have recommended one or more enabling contracts and obtained Client and Department agreement for those contracts, they must ensure that adequate time is allowed both for the procurement of the relevant contractors and carrying out the works prior to the appointment of the Main Contractor.

The Design Team will have determined (at Stage 1 or Stage 2a) whether enabling contracts are appropriate and if so, will also have determined a program of design work to allow those enabling contracts to be carried out without delays to the overall project programme. They will also have informed the Client and Department (whether or not such enabling works will cause delays or incur additional costs) and will have obtained their agreement to the proposed procurement strategy (Generally at the Stage 2a Stake-holder meeting).

For the procurement of small enabling contracts, less than **€500,000**, Design Teams should refer to the **DTP-2025 Design Team Procedures for Small Works** (available at www.education.ie)

For the procurement of larger enabling contracts Design Teams should refer to the **DTP-2025 Procuring Construction Contractors** (also available at www.education.ie)

Where the cost of the enabling contract(s) is (in the view of the Quantity Surveyor and recorded in writing) within the assigned budget for that element of the works and **will not** cause additional project costs, the relevant Design Team member should proceed following obtaining Department Approval with the Tender Competition for those works.

Prior to issuing a Letter of Acceptance to the lowest suitable tenderer the Authorisation of the Department is required in all cases

The cost of these enabling works where agreed in advance will be paid by the Client and funded by the Department.

Where the cost of enabling contract(s) will exceed the assigned budget for that element of the works or will cause additional project costs the Design Team must contact the Department to review the options available prior to award or engaging with the tenderers.

The Design Team are not authorised to award any Enabling Contract without prior written Authorisation from the Department

3.5 Procurement of Contractors

For Projects above €6.0m the Restricted Procurement Procedures will apply. For projects between €2.5m and €6.0m, either an open or restricted procurement procedure may be used. For projects less than €2.5m (without complexities) the Open Procurement Procedure should normally be used. Refer to **DTP-2025 Procuring Construction Contractors** for guidance.

3.6 Named Specialists / Reserved Specialists

All sub-contractors must be either "domestic" or named (reserved) specialists under all the standard Public Works Contracts. There is no provision within the Public Works contracts for Nominated sub-contractors.

The standard Department tenders advertisement, contract notice, and standard Capital Management Works Framework Suitability Questionnaire (Contractors) are designed to allow the inclusion of Named Specialists where relevant. Department projects with a value in excess of **€12m** are required to include Reserved Specialists for Mechanical, Electrical, Passenger Lifts and any specialist works (prior approval

required for those other than Mechanical, Electrical and Passenger Lifts) which may require specialist design input that makes up a significant portion of the overall project value.

For projects using PW-CF5, there will be no requirement for direct tendering of specialists. All specialist works sub-contracts will continue to be domestic for projects using PW-CF5. Direct tendering (Reserved Specialist) for Mechanical Installations,

Mechanical Electrical Reserved Specialists will not be a requirement on any DoEY projects under **€12m** excluding VAT.

Where direct tendering of specialists is **required by the Design Team** as a result of design decisions, any additional Design Team services required, and the cost of those services shall be borne by the Design Team.

Co-ordination between the Architect, the Building Services Engineer and the Quantity Surveyor is required in relation to the preparation (by the Building Services Engineer) of the separate Specialist works packages (including general preliminaries applicable to these works, co-ordination with main contractor's works and inclusion of measured quantities, prepared by the Quantity Surveyor in accordance with applicable Agreed Rules of Measurement Version).

The engagement of Named (Reserved) Specialists requires forward planning by a contracting authority so that the principle of transparency is not compromised. The intention to use Named (Reserved) Specialists must be signalled to prospective Main Contractor candidates or tenderers from the outset. The total estimated value of the main contract (including the Specialist works) must be considered when deciding whether the contract should be advertised in the Official Journal of the EU (OJEU).

As part of the tendering process the main contractor and named (reserved) specialist tenderers should be aware of whom they are likely to have to contract with at the earliest possible stage. Therefore, a restricted procedure must be used where the direct tendering of named specialist works is being undertaken by the Employer.

The contracting authority's notices to prospective applicants/tenderers in relation to the works contract should indicate the extent of Specialist subcontract packages that will be separately tendered.

Separate contract notices for the main contract and named Specialist contracts should be published. The notice for the main contract works should set out the separate award of specialist works packages (including the CPV code relevant to the specialist works) as sub-contracts to the main contractor.

The Works Requirements for each of the named Specialist works categories should be provided in the main contract Works Requirements and labelled as such.

The Pricing Documents (unpriced) for each of the named Specialist works categories should be provided in the main contract Pricing Document and labelled as such. It must be clearly stated that the named Specialists' Pricing Documents are not to be completed by main contract tenderers.

For M&E installations and Lifts, the Contract documents should be formatted so that the installations are not carried out piecemeal, and in a format that they can be issued and identified separately to the main contractor where the process of tendering Reserved Specialist applies i.e. so that there is a requirement that:

- **Mechanical Installation**
 - There is a single competent co-ordinator for the Mechanical Installation (either Contractor's personnel or the Mechanical Installation sub-contractor)
 - each element of each installation (e.g. Heating) is carried out by one competent sub-contractor only.
- **Electrical Installation**
 - There is a single competent co-ordinator for the Electrical Installation (either Contractor's personnel or the Electrical Installation sub-contractor)
 - each element (e.g. fire alarm system) of each installation is carried out by one competent sub-contractor only.

If it is deemed by the Design Team as a group that the project has a level of complexity sufficient to justify the use of any specialists including Mechanical and Electrical specialists, the Design Team through the Client must seek prior written agreement of the Department. Where such agreement has been obtained the Building Services Engineer will be responsible for the procurement of the intended Named (reserved) Specialists.

Refer also to **DTP-2025 Procurement of Contractors** for guidance.

3.7 Detail Design Cost Control

The approved project cost at Stage 2a (or as reviewed and agreed subsequent to that Stage) must not be exceeded. Refer also to **DTP-2025 Cost Control Procedures** (available at www.education.ie).

Where unforeseeable Planning, DAC or Fire Certificate conditions arise affecting the Total Project Cost, the Design Team are required to notify the Department in a prompt and timely manner. (see [Statutory Approvals](#))

The agreement of the Department is required for any additional Project costs. The procedure for dealing with Brief Changes (See **Design Team Procedures 2025 5th Edition**) must be followed.

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, such advice and/or suggestions do not constitute Authorisation or Approval for a particular action or a Brief Change.

All authorisations for Brief Changes must come in writing from the appropriate Department Officer.

The production of detailed design drawings and specifications and the preparation of Bills of Quantities/Pricing Documents based on proposals in excess of the area limit or the approved cost limit or not in accordance with the Department's Guidelines **are not permitted**. It will also cause delays in the Project and will result in abortive work by Design Team members at their own expense.

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

3.8 Client Progress Report

Before commencing the preparation of the Bill of Quantities the Design Team must confirm to the Client (in writing) that:

- The project complies substantively in design, form, layout and area with the Developed Sketch Scheme agreed at the Stage 2a Stakeholder meeting
- The Design Team has fully considered Health & Safety at all stages and has carried out a risk assessment of the Design at the Detailed Design Stage
- Either that there were no onerous Planning, Fire Safety Certificate, or Disability Access Certificate conditions or that the relevant conditions were appealed, or that in consultation with the Department and the Client it was agreed to accept those conditions and proceed with the project.
- That all conditions attached to the above approvals have been incorporated in the detail design documents, that any cost implications have been included in the Cost Plan and Department authorisation for the additional costs has been received.
- The project does not exceed the (most recently) authorised project cost limits and could be built within those limits if tendered at that time.
- The design team should provide details/updates on the intended Whole Life Carbon Assessments for the project including the use of the CWMF Cost Control and Carbon reporting templates, incorporating the International Cost Management Standards (ICMS3).
- The design team should provide details/updates on the options for inclusion of Green Public Procurement initiatives within the various stages of design
- The design teams should provide details/updates on the incorporation of Building Information Management (BIM Modelling) throughout the stages of design
- The design teams should provide details/updates on risk management procedures, schedule and processes that they are implementing throughout the lifecycle of the building project

3.9 Bill of Quantities/Pricing Documents

Refer also to **DTP-2025 Preparation of Tender Documents**.

All construction projects with a construction value of over €1.0m excluding VAT will be required to include a Bill of Quantities as a pricing document. Projects of less than €1.0m may also require a Bill of Quantities/Pricing Documents where the nature and complexity of the project warrants it – otherwise a detailed schedule of rates will suffice.

While a full set of detailed drawings and specifications is not required as part of the Client Progress Report above, the onus and responsibility remains with the Design Team to prepare fully detailed and coordinated drawings and specifications prior to the preparation of the Bill of Quantities.

The onus also rests with the Design Team 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.

Bills of Quantities/Pricing Documents shall be prepared in accordance with the current agreed rules of measurement of building works agreed between the Society of Chartered Surveyors and the Construction Industry Federation including any amendments required by the Department of Public Expenditure and Reform or the Department of Education and Science. Please refer to **SDG 01 TN02 Implementation and use of ARM5 for DOE Projects**

The Quantity Surveyor must not prepare the Bill of Quantities/Pricing documents for any particular element before the relevant detailed design work has been substantially completed. In particular, the Quantity Surveyor must not prepare Bill elements and descriptions on incomplete information, drawings and specifications. **The project may proceed to tender only on the basis of fully inclusive information and a complete and accurate Bill of Quantities/Pricing Document which has been measured and produced in full accordance with the agreed rules of measurement.**

Where the relevant consultant repeatedly fails to provide the required information and such failure is affecting the Project Programme, the Quantity Surveyor should notify the Design Team Leader, and if required the Department.

3.10 Schedule Part 1

The **Schedule Part 1** must be completed in full and included in the tender documents Refer to **DTP-2025 Preparation of Tender Documents** available on the web at www.education.ie

3.11 Tender conditions

The Design Team **must not include the contract duration as an award criterion** and must not allow tenderers to determine the contract length. The Contract Duration which includes T1&T2 is included within the tender schedule Part 1G. The Design team should include that T1&T2 are included when the contractor duration included in tender schedule Part 1G. T1&T2 should be clear work free periods which are available in the situation where valid compensation events may occur throughout the project.

The contract duration shall be sufficient to ensure that the Construction work can be carried out safely in accordance with the applicable Safety, Health & Welfare at Work (Construction) Regulations.

Performance Bonds are required for all construction contracts with an estimated value in excess of €500,000.

Refer also to DTP-2025 Preparation of Tender Documents available on the web at www.education.ie

3.12 Electronic Issue of Tender Documents

The electronic issue of all Tender Documents is required through the eTenders platform for all Works tenders in excess of a value of €200,000. Where a tender value is in excess of €5,538,000 ex Vat (threshold is updated on an ongoing basis) there is a mandatory requirement to advertise the contract in the Official Journal of the EU.

Where possible Tender Documents should be formatted as follows:

- Documents should be in A4 format. The use of A3 drawings, details, schedules and diagrams is also acceptable as long as both the graphics and text is clearly legible without magnification at that scale.
- Large documents (e.g. A2 or A1) drawings prepared using CAD should by preference be issued in Drawing Web Format (DWF). This format is “equivalent” to PDF format for written documents preserving the original document as “read only” in a similar manner to PDF documents but allowing 3rd parties the opportunity to notate the drawings. The software required is freely available without licence. Where drawings are issued in DWF format, hard copies should also be made available to tenderers on request.
- For smaller projects (with a limited number of general arrangement [GA] drawings), GA drawings can be subdivided into more than one A3 drawing (to ensure legibility) as long as a “key” plan is included clearly showing the relationship of each section of the building to the next. Where GA drawings are subdivided as above, hard copies should also be made available to tenderers on request.
- Pricing Documents (Bills of quantities), specifications schedules etc should be in PDF, Word format or equivalent. In the case of Bills of Quantities/Pricing Documents it should be possible for the

- Tenderers to electronically transpose the information therein into another format (e.g. Buildsoft, Excel etc).
- It is recommended that the content of Word (or equivalent) format documents such as specifications should be protected to avoid accidental alterations or changes and consequent errors in interpretation by tenderers. (Whether protected or not the hard copy in the QS or Architect's office is the official tender package, not the electronic version).
- The file naming convention should reflect the document or drawing title. Refer also to **DTP-2025 Preparation of Tender Documents**.

Tender returns must be returned digitally through the eTenders platform. **The documents which require signing should be done so in ink where required but a digital return of the document is required.**

The completed Pricing Document (Bill of Quantities or Schedule of Rates) returned with the Tender submission may be in another format (e.g. Bill Soft, Excel etc.) as long as the pricing information and pricing document descriptions therein are the same and in the same order as the original Pricing Document((Bill of Quantities, Schedule of Rates) issued with the Tender Documents. **It is critical that each word of each description is the same as per the documents issued.** This is relevant and important in the context of compensation event schedule 1K17.

Refer also to **DTP-2025 – Tender Action Stage 3**

3.13 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 Department standard 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 fully priced 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, priced by the Quantity Surveyor, submitted in electronic format (excel).

If the Cost Plan exceeds the permitted limits, the Design Team must review the project and identify any possible savings needed to bring the cost within budget. A Stage 2b submission should not be made for a project exceeding the area and cost limits.

3.14 Stage 2b Submission

The Design Team are not permitted to proceed to Tender until the written authorisation of the Department has been received to do so.

When the full set of Tender Documents and a Pre-tender cost-check (in accordance with the agreed cost limits) are complete, the Design Team must submit a summary Stage 2b Report to the Client and the Department seeking authorisation from the Client and the Department to proceed to tender.

This summary Stage 2b Report must include:

- Stage 2b Completion Certificate signed by all Design Team members and the Client
- The Pre-tender Cost Check
- A copy of the appropriate Form of Tender forming part of the Tender Documents for both the Main Contractors and Reserved Specialists (Where applicable)
- A copy of the completed Schedule Part 1
- A copy of the Grant of Planning Permission/Approval, a copy of the Fire Safety Certificate and a Copy of the Disability Access Certificate
- A list of pre-qualified contractors and reserved specialists where applicable (Restricted Procedure only)
- An updated programme including the pre-qualification of Contractors and Reserved Specialists (where appropriate) indicating the time (in weeks) required for each remaining stage of the project
- The completed TGD006 Energy Information Form
- A copy of the Works requirements and Pricing Documents in electronic format (i.e. SharePoint link etc).

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 for the preparation of the Stage 2b documentation in accordance with **DTP-2025 – Fees and Fee payments**.

In the event that Stage 2b fees are paid and the submission is subsequently found not to be substantially in compliance (for example where the submission is audited), the Department may advise the Client to recoup a portion or the entire Stage 2b fee by withholding monies which may become due on this or any other Department of Education & Youth funded project.

[Excess costs over and above the authorised project budget are a department indicator for the selection of projects to audit.]

Substantially compliant (for the purpose of the above paragraph) means that the Design Team individually and collectively have exercised reasonable care and diligence in the preparation of the Tender Documents

3.15 Authorisation to proceed to Tender

The Client and the Design Team are required to note that completion of Stage 2b and submission of the relevant documents to the Department does not authorise the Client or Design Team to proceed to Tender.

In all cases the prior written Authorisation of the Department is required to proceed to Tender. Failure to comply may result in a requirement to re-tender the project at the Design Team's own expense.

3.16 Performance Assessment

When Stage 2b is complete, and the Stage 2b submission has been sent into the Department, the Department may elect to audit the submission and the standard of Tender Documentation for compliance with the Design Team Procedures and other guidance documents. See also Design Team Procedures 2025 5th Edition - Performance Assessment.

3.17 Design Team Responsibility - General

General:

Other than an Audit of selected projects, the Department will not examine projects in detail and in any event will not correct procedural or contractual mistakes. **The onus rests with the Design Team to prepare a fully detailed and compliant Tender package for issue to the pre-qualified contractors and reserved specialists.**

Any abortive work or additional Design Team input required as a result of the failure of the Design Team to prepare an adequate set of substantially compliant Tender Documents are the responsibility of the Design Team. In exceptional cases where contractual issues arise therefrom the Department reserves the right to request the Client to seek recompense from the Design Team members' Professional Indemnity Insurance for substantive costs or delays incurred.

3.18 Design Team Responsibility – Named / Reserved Specialists

Co-ordination between the Architect, the Building Services Engineer and the Quantity Surveyor is required in relation to the preparation, by the Building Services Engineer of the separate Specialist works packages (including general preliminaries applicable to these works, co-ordination with main contractor's works and inclusion of measured quantities, prepared by the Quantity Surveyor in accordance with relevant Agreed Rules of Measurement version).

Co-ordination between the Architect, the Building Services Engineer and the Quantity Surveyor is required in relation to advertising and short-listing of Specialists for the Specialist works packages (including cross checking contract notices, Suitability Assessment Questionnaires, etc.). The suitability assessment process for the Specialists, and the tendering of Specialist works packages, will be carried out by the Building Services Engineer.

The Quantity Surveyor, in consultation with the Building Services Engineer, shall estimate the Reserved Sums for inclusion in the Pricing Document sufficient to cover the specialist works packages.

The Quantity Surveyor, in consultation with the Building Services Engineer, shall measure the building services installations in accordance with the relevant Agreed Rules of Measurement version.

The Building Services Engineer shall provide all necessary information to the Quantity Surveyor to enable measurement of the building services installations.

With the exception of the measurement of quantities for building services by the Quantity Surveyor (in accordance with relevant ARM version the Works Requirements for the Reserved Specialist sub-contracts (mechanical and electrical installations) shall be prepared by the Building Services Engineer.

The Quantity Surveyor, in consultation with the Architect and the Building Services Engineer, shall prepare collateral warranties for Specialist works categories, using Model Form MF 1.12, for inclusion in the Works Requirements.

The Building Services Engineer, in consultation with the Quantity Surveyor and the Architect shall complete the Schedule to the Form of Contract for Specialist works packages using the most up to date CIF 'NN' Subcontract Form.

3.19 Design Team Responsibility – Informal Dispute Resolution Methods

A Project Board will be established in accordance with CWMF Guidance Note 3.1.1 (and subsequent updated guidance notes) (available on the Capital Works Management Framework Website). Members of the Design Team cannot be a member of the Project Board. It is the responsibility of the Design Team to ensure that the project board is established. Neither the Architect, acting as Employer's Representative under the contract, nor any other member of the Design Team will be a member of the Project Board.

In all cases, Project Board members to represent the Employer will be nominated by the Department of Education and Youth. Any agreement reached by the Project Board involving additional expenditure will be provisional and is subject to approval by the Department of Education and Youth (the Funding Authority).

Schedule Part 3A of the Contract contains three form fields to be filled in by the Employer with details of their role within the Employer's organisation or relationship to the Employer's organisation. However, this information is not required until the Letter to Successful Tenderer is being issued, at which time the details are notified to the successful tenderer and inserted in Schedule Part 3A prior to issue of the Letter of Acceptance.

Schedule Part 3A of the Contract also contains three form fields to be filled in with details of the Contractor's proposed members of the Project Board and their role in the Contractor's organisation or relationship to the Contractor's organisation. The Contractor is not required to disclose these details at tender stage; however, the information must be confirmed to the Employer in response to the Letter to Successful Tenderer. The Employer/ER will then insert the details into Schedule Part 3A prior to issue of the Letter of Acceptance.

Schedule Part 1A of the Contract requires the number of Project Board members to be nominated by each party to the contract (same number for each party). The Employer/ER must select the number of members prior to issuing the Schedule at tender stage. The number of Project Board members to be selected in Schedule Part 1a on DoEY projects is "1 member from each Party".

The Architect/ER and the Quantity Surveyor should allow for attending a Project Board meeting at least every 60 days for the duration of the construction stage and following up on any actions as required. All members of the Design Team are required (as part of normal service) to provide information and supporting documentation in relation to items in dispute.

The Architect/ER is required to and should include in their tendered fee for ensuring that the Standing Conciliator is issued with a complete set of Contract Documents upon appointment of the Standing Conciliator. Co-operating with the Standing Conciliator and facilitating him/her with regard to site visits that may be necessary in order to gain an understanding of issues arising in relation to disputes. Including the Standing Conciliator in all correspondence surrounding Clauses 4.9, 4.10 and 4.15 of the Contract.

Design Teams should refer to SDG 01_TN03 Design Team Procedure Technical Note_ Formation of Project Board (Dispute Resolution CL13.1) for details on the project board process and the operational requirements associated with the process.

Where a project is more than €10m capital value (Excl Vat) in addition to the Project Board member appointment described, a Standing Conciliator is required to be appointed by the parties, from the contract commencement date until the Parties agree to terminate the Standing Conciliator's appointment. It is the Design team leads responsibility to procure and ensure the appointment takes place in consultation with the Contractor.

Approval should be sought from the Department in advance in relation to the Standing Conciliator names put forward, the process of agreeing who the appointment will be made with and final approval to make the appointment.

In Schedule Part 1N of the Contract, the Employer/ER/Design Team shall confirm that a Standing Conciliator will be required for the project before the tender is issued.

Schedule Part 1N of the Contract contains an additional form field, to be filled in prior to the issue of tender documents to tenderers, with the name of the person or body to appoint the Standing Conciliator where the Parties cannot agree. Where the Parties cannot agree, the person or body so named will appoint the Standing Conciliator.

A reserved sum shall be included by the Design Team Quantity Surveyor in the Pricing Document to cover the Contractor's share (nominally 50%) of the fee for the Standing Conciliator. Once the successful main contract tenderer is identified, agreement shall be reached on the appointment of the Standing Conciliator, prior to the issue of the Letter of Acceptance. At this point the Contractor's share of the **actual fee agreed** with the Standing Conciliator is inserted in place of the reserved sum and the Contract Sum calculated accordingly. The Standing Conciliator's fee includes:

- a) The fee for establishing and maintaining a standing knowledge of the project progression and the relationship between the parties.
- b) The fee for attending and/or chairing Project Board meetings (this will be agreed by the parties prior to the award of the contract).
- c) Any other duties agreed by the Parties and charged by the Standing Conciliator in performing his/her duties.

The Standing Conciliator's fee **does not include** for conciliating a dispute under Clause 13.2 of the Contract. The fee for acting as a conciliator for a particular dispute referred under sub-clause 13.2 shall be shared between the parties in the manner set out in the conditions (see sub-clause 13.2).

For more information in relation to the role of the Standing Conciliator see the Capital Works Management Framework Guidance Note 3.1.1 (and subsequent updates) (available on Capital Works Management Framework Website).