



**Comhairle Cathrach
Bhaile Átha Cliath**
Dublin City Council



Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

An Gníomhaireacht Airgeadais d'Fhorbairt Náisiúnta
National Development Finance Agency



Comhairle Contae Chill Dara
Kildare County Council

SCHEDULE B Appendix 1

Of the Conditions of Engagement for Lot 1 Technical Adviser Services for Project Barrow

THE SERVICES

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1 Introduction

1.1 The Scope of Service

Project Barrow consists of approximately 317 housing, duplex and apartment units across 4 sites in Dublin and Kildare. All sites within the Project have full planning permission, fire and disability access certification and will be delivered by way of a design and build contract (“**D&B Contract**”).

The sites and housing units will be delivered under an exchequer funded, traditionally procured D&B Contract (utilising the public works contracts (Capital Works Management Framework (CWMF) form PW-CF2). All four sites will be procured together and will be delivered by the same design and build contractor (“**D&B Contractor**”) appointed as a single entity or joint venture (JV). It is intended that all four sites will be awarded to on D&B Contractor. It is currently envisaged that a single contract will be entered into for each site with the D&B Contractor by the NDFA, acting on behalf of the relevant Local Authority and that the award of each contract may be on a staggered basis.

The scope of services (the “**Services**”) required by the NDFA (the “**Client**”), acting as agent for and on behalf of Dublin City Council (“**DCC**”) and Kildare County Council (“**KCC**”) and to be executed by the consultant (“**Consultant**”) is set out in this document and includes all work required to inter alia; act as Employer’s Representative and construction stage technical advisor, including cost management advisory; review design submittals (“Design Data for Review”) from the appointed D&B Contractor, manage the closeout of each Works contract and Defects Liability Period; all as required by the Stage Services as set out in Section 3 of this Services.

Consultation with the Client is an on-going process during the Project Stages, as set out in Tables 2 to 4 included in Section 5, and is included as part of the Services. In particular, the service includes for repeat submissions, meetings and such other communications as may be needed to complete the Stage Services. An indicative Client meetings schedule is set out in Appendix 1 (Indicative Client Meetings Schedule).

Table 1 (below) summarises the Project Barrow sites along with the estimated construction contract duration.

Project Barrow				
Site	Local Authority	Project Type	No. of Units	Duration
Ready Mix Site, East Wall, Dublin 3	Dublin City Council	Duplex / Apartments	68 units	25 months
Collins Avenue, Whitehall, Dublin 9	Dublin City Council	Duplex / Apartments	83 units	25 months
Shangan Road, Ballymun, Dublin 9	Dublin City Council	Houses / Duplex / Apartments	93 units	24 months
Ardrew, Athy, Co. Kildare	Kildare County Council	Houses / Duplex	73 units	22 months

Table 1: Summary of Project Barrow Sites

The Services shall be delivered with reference to the related technical / design information provided, international, national and local development standards, statutory guidance, design codes, and any such other Department of Housing, Local Government and Heritage (“**DoHLGH**”) guidelines as may come into force from time to time which are relevant to the Services) (the “**Guidance**”).

1.2 Services to be provided by the Consultant

The Consultant shall provide construction stage technical advisory and contract administration services.

The Consultant Team

The services shall be performed by the following disciplines (the “**Consultant Team**”): Employer’s Representative; Architectural Consultant (incl. landscape design); Civil and Structural Engineering Consultant; Mechanical and Electrical Engineering Consultant, PSDP/H&S Consultant; Cost Consultant/Quantity Surveyor; Fire Safety Consultant and any other discipline as may reasonably be required for the delivery of the Services.

1.3 Client Appointed Advisors

The client shall separately appoint a legal advisor and an assigned certifier (the “**Client Appointed Advisors**”).

2 Co-ordination

2.1 The Consultant Lead

The following duties apply to the Consultant Lead in addition to those specific duties identified elsewhere in the Services including Section 4 (The Services):

- Provide a single point of contact with the Client.
- Overall management and coordination of the Consultant Team and the Client Appointed Advisors inputs, ensuring that any information, communications, documentation and/or reports are channelled through the Consultant Lead.
- Review all documentation (from whatever source or discipline), carrying out checks on the completeness, quality and consistency of that information and ensure that documents are co-ordinated between the Consultant Team members.
- Ensure Consultant Team compliance with briefing information, Guidance, laws and Industry best practice.
- Ensure effective communications between the Consultant Team members and the Client Appointed Advisors
- Ensure regular communication with the Client is maintained and initiate early warnings where issues indicate potential to impact the project or the Services.

2.2 Consultant Team Members

The Consultant Team shall provide technical support and technical advisory services to ensure that the design and construction is in accordance with the contract requirements and works requirements, statutory requirements and consents. Consultant Team members are required to review all relevant design submittals and related documents, provide opinions, making recommendations in respect of completeness, compliance and conformance, and/or validate contractor design, construction and handover documents in the timescale required.

2.3 Document Control

The Consultant is required to utilise the Client’s EDMS, currently¹ Asite™ (refer to the Asite Protocol Document provided in the Authority’s Data Room) throughout both stages. Use of the EDMS includes but is not limited to, filing, archiving, project communications, document collaboration, document reviews, reporting and all Tenderer and Contractor communications (other than procurement

¹ The Client’s EDMS is currently Asite™ however there may be a change to the platform during the contract duration. The Client will advise the Technical Advisor of this change and provide training where necessary.

correspondence via the e-tenders portal). The Consultant Team shall include for all overheads including photocopying, printing, IT charges, travel subsistence, telephone and any other items required associated with use of the EDMS (or another EDMS if advised by the Client). The licence fee(s) will be paid by the Client. Training will be provided where necessary by the Client. A maximum of 5 No. Asite™ licences per discipline will be provided.

All electronic documents being e-mailed are to be password encrypted, passwords will be provided by the Client.

3 Overview of the Consultant's Role

The following indicative overview is a summary only and not intended as an all-encompassing description of the nature and extent of the Consultant's role in the Project delivery model.

All Stages

The Client shall appoint the Consultant to carry out a range of Services as detailed in Section 4 (The Services) for the following Stages:

Stage	Description
Stage (iv)	Construction
Stage (v)	Defects Period and Final Payment Certificate

Stage (iv) – Construction

The Contractor shall be responsible for securing any further statutory or other consents that are required as a result of their design solution. Detailed design will be carried out by the Contractor. During this period, the Consultant shall provide a technical support and advisory service to the Client to include on-going review and monitoring of the Contractor's detailed design development against the Works Requirements and its Tender proposals and provide confirmations and make recommendations in respect of same.

The Consultant shall act as Employer's Representative (ER) under the PW-CF2 contract. The Consultant shall carry out all necessary advisory (including cost advice) and technical support Services required by the ER under the PW-CF2 contract or similar contract to ensure successful delivery of the Project. All ER communications with the Contractor shall be issued via the EDMS. The Consultant shall provide an onsite construction quality monitoring service and the Consultant Team shall also undertake regular onsite inspections of the works.

Further to satisfactory completion of all Stage (iv) activities, a written instruction to proceed to Stage (v) Defects Period and Final Payment Certificate shall be issued by the Client to the Consultant. This is subject to issue of the Certificate of Substantial Completion by the ER.

Stage (v) – Defects Period and Final Certificate

On completion of the works, the Consultant shall secure from the Contractor all necessary certificates, certification documentation, testing and commissioning documents, handover information, opinions of compliance and all other relevant documentation as set out in the Works Requirements. The Consultant shall act as ER and provide all necessary technical support and advisory services to perform that role in Stage (v) - Defects Period and Final Payment Certificate, such as, reviewing, providing opinions, making recommendations in respect of completeness, compliance and conformance, and/or validating items issued to the ER by the Contractor.

4 The Services

Consultant Team:

ER:	Employer's Representative
Arch:	Architectural advisor (including landscape)
CSE:	Civil & Structural Engineering advisor
M&E:	Mechanical & Electrical Engineering advisor
PSDP:	PSDP/Safety advisor
FSA:	Fire Safety advisor
QS:	Quantity Surveying advisor

Client Appointed Advisors:

AC:	Assigned Certifier
LG:	Legal advisor

Notes:

The Consultant Services are set out in two stages (each a “Stage”) as described in detail in this Section 5.

- Stage (iv) Construction
- Stage (v) Defects Period and Final Payments Certificate

The Consultant shall provide all Services detailed in Tables 2 to 4 other than those Services noted as to be provided by a Client Appointed Advisor.

Where the input of a Client Appointed Advisor is noted the Consultant shall liaise with the Client Appointed Advisor and review and oversee the deliverables to be provided by the Client Appointed Advisor.

Tables 2 - 4 outline the details of the Services provided in Stages. It identifies the general items of work to be covered in each Stage. The Services by “Discipline” are indicative only and the Services required from the Consultant shall include anything else that could reasonably be inferred from the Services. All references to ‘social housing development’ or ‘site’ shall be construed to mean the task is applicable to each social housing development in the Project unless noted otherwise.

Consultation with the Client is an on-going, iterative process during the Stages and all costs associated for such are included as part of the Service.

It is a matter for the Consultant to assign the appropriate disciplines to provide each of the Services (other than those provided by a Client Appointed Advisor) however where a particular discipline is noted against an element of the Services then it is a requirement that an appropriately experienced and qualified professional in that discipline lead (or co-lead) that service with support from other Consultant Team members as required.

Table 2: Services Applicable to All Stages	
Project Stage	Description of Task
All Stages	Coordination of Project Stages i. Act as a single point of contact on all technical matters with the Client, to provide Consultant Team Lead and other services including but not limited to, the general coordination, dissemination, collation and management of all technical information. (Consultant Lead) ii. Each Discipline member shall assign a senior staff member who shall direct all relevant activities and attend key meetings including all Client facing meetings (All Disciplines). iii. Assign appropriate experienced senior members of Consultant Lead and Consultant Team to ensure high standard of inputs, document control and quality on all submissions and interactions with Client (All Disciplines) iv. Minute all meetings or have other Consultant members minute meetings. Issue reviewed and quality-controlled draft minutes within 48 hours for comment. Issue final minutes incorporating comments within a further 48 hours of issue. (Consultant Lead) v. Respond to all queries comprehensively within 24 hours or less of receipt unless agreed otherwise by Client (All Disciplines) vi. Promote a positive health and safety culture across the project (All Disciplines)
	Project Management (Execution) Plan i. Prepare, and update a minimum of two weeks in advance of commencing each new Stage, a Project Management (Execution) Plan for the delivery of the Services (Consultant Lead) ii. The Project Management (Execution) Plan shall include details of incident reporting processes (including details of how the Client will be notified of incidents that may affect the Services) and details of the Consultant's complaint management processes. The Consultant shall provide on an annual basis details of complaints received in the past 12 months related to services similar to the Services (nature and number of complaints) and details of how they were resolved. (Consultant Lead)

Table 2: Services Applicable to All Stages	
Project Stage	Description of Task
	Cost Control i. Produce and maintain a ‘Total Project Budget’ for each of the Sites with inclusions and exclusions (QS, Consultant Lead) ii. Overall management and coordination of all Consultant Team members Project cost information inputs, including ensuring that all cost related information, communications, documentation and/or reports are channelled through the QS. (QS) iii. Review, quality control and co-ordinate all cost information and documentation with other Consultant Team members. (QS) iv. Prepare, monitor and manage, including approvals and version control, all technical cost documentation. (QS) v. Respond to all QS information requests in a timely and as complete a manner as possible (All Disciplines) vi. Manage all Contractor variations or commercial matters to conclusion (Consultant Lead, QS)
	Progress Report i. Obtain a project update and collate inputs from All Disciplines in order to prepare and issue a Progress Report on a monthly basis to the Client. (Consultant Lead) ii. Develop and maintain in conjunction with All Disciplines, a project risk register by Site, to be reviewed, updated and issued with each monthly report (Consultant Lead) (All Disciplines)
	Electronic Document Management System (EDMS) and Document Control i. Utilise the Client’s electronic document management system (currently Asite™) for receiving, reviewing and transferring documents from All Disciplines and the Client. A maximum of 5 no. Asite™ licences (or an alternative EDMS) per discipline will be provided and training shall be provided by the Client if required. (All Disciplines) ii. Maintain and own all information on Asite including folder structures, correct usage including revision control, audits (no less than monthly) of information for appropriate sign-offs, correctness and timeliness through all Project Stages including construction. (Consultant Lead)

Table 2: Services Applicable to All Stages	
Project Stage	Description of Task
	iii. Any electronic documents being e-mailed are to be password encrypted, passwords will be provided by the Client Passwords will be generated and managed by the NDFA. (All Disciplines)
	Lessons Learnt i. Prepare and present a lessons learnt report to the Client at the conclusion of each Stage including the input of all Consultant Team members. (Consultant Lead) (All Disciplines) <i>(Refer to Appendix 1: Indicative Client Meetings Schedule)</i>

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
1	Undertake role of Employer’s Representative (ER) (ER) Perform all duties of the Employer’s Representative (ER) under the construction contract. The Consultant shall provide all necessary technical advice and assistance to support the ER function (All Disciplines) Acting as the Employer’s Representative the Consultant shall, inter alia; - Make all reasonable endeavours to ensure that the Social Housing Developments are constructed safely and to the required standard; - monitor progress and maintain contemporaneous records on the Client’s EDMS; - conduct regular (at a minimum monthly) audits of all construction records and progress and prepare reports including any quality observations; - issue change orders and directions in accordance with the ER’s delegation of authority; - certify payments for the works carried out; - determine claims for additional time or money and provide reasoned determinations; - develop relevant agenda and meet regularly with the Contractor, minute all meetings and track actions; - develop cooperation and foster a collaborative working spirit with the contractor; and

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
	- act impartially and professionally. (All Disciplines) Specific measures to be put in place include but shall not be limited to those tasks listed below. (All Disciplines)
2	Undertake the role of Construction Quality Monitor <i>Note: Refer to Appendix 2 – Minimum site attendance during stages (iv) and (v)</i> i. Act as Construction Quality Monitor and undertake on-site inspections and test witnessing. (Note – All individuals performing this role shall hold appropriate technical qualifications and shall be agreed in advance with the Client - the Lead Construction Quality Monitor shall hold membership of the Institute of Clerk of Works & Building Inspectors of Ireland (or equivalent, E.g. Construction Inspectorate of GB, Chartered Engineers in a construction related discipline (Engineers Ireland or equivalent) or Registered Architects (RIAI or equivalent)) with a minimum of 5 year’s post membership experience) (Consultant Lead) ii. Develop a detailed execution methodology (in accordance with the Clerk of Works and Site Inspector Handbook²) and schedule of attendances (in accordance with the time inputs detailed in Appendix 2 – Minimum Site Attendance) to be submitted to the Client for agreement within two (2) weeks of appointment. This shall include, at a minimum, a check sheet unique to each site for all construction elements to be quality checked at each stage of construction (Consultant Lead) iii. The Construction Quality Monitor shall ensure that reports and related photographic records are maintained of all works including covered works prior to closing up (CQM) iv. The Construction Quality Monitor shall liaise with the Clerk of Works (or Quality Manager or equivalent) that may be appointed by DCC and/or KCC. (CQM)

² See the Institute of Clerk of Works and Construction Inspectorate (ICWCI) Clerk of Works and Site Inspector Handbook (2018 Edition)

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
3	Meetings, Site Inspections and Monthly Reports Meetings (ER) i. The ER shall arrange, chair and minute the construction stage meetings identified below. - Monthly progress meetings, prepare agendas and minutes. The ER shall proactively and urgently deal with any issues. - Monthly commercial meetings for the bundle, prepare agendas and minutes. The ER shall proactively and urgently deal with any commercial issues. - Weekly open item meetings with the Contractor to discuss upcoming requirements, hot topics and high-level contract matters. The ER shall proactively and urgently deal with any quality issues. - Weekly design review meetings to discuss upcoming design review submissions and coordinate submission programme with the Contractor - Design workshops with the Contractor, with participation where necessary from Consultant Team members (typically for key design submissions such as M&E systems, roofing, windows, etc.) - Design Workshop with the Contractor on fire safety systems (Arch and/or its Fire Safety Consultant to be in attendance) Works Inspections (Arch, CSE, M&E, FSA, PSDP, QS) <i>Refer to Appendix 2 - Minimum Site Attendance</i> i. Allow for suitably qualified staff visiting and inspecting the works at each Site (at a minimum each individual shall have achieved chartered status in their respective discipline). Each site visit shall include a short meeting with the Contractor's representative or site lead to brief him/her on any issues of note arising from inspections. Key issues arising from these discussions shall be added to an observation log which will be shared with the Contractor for formal close out and copied to the Assigned Certifier. ii. Prepare detailed inspection and test witnessing plans for all elements at each stage of the Works, identifying a) the routine inspections and compliance checks which will be undertaken by the various disciplines and b) particular elements of construction 'hold points' to witness and which require advance notification of in order to ensure their presence on site for and (c) samples required for review by Consultant.

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
	iii. In addition to Works inspections the Consultant shall, as part of their fortnightly inspections, undertake spot checks on materials test records and the relevant Contractor's construction drawings and drawing register on site. Materials test record checks should examine appropriateness and frequency of sampling and testing, materials compliance and recording/actioning of non-compliances. Construction drawings and the site drawing register should be checked for consistency with reviewed Contractor Submissions. iv. Subsequent to each site inspection and within 2 working days, prepare and issue a concise site inspection report to include, as a minimum, details of: attendees, the weather and activities on site, health and safety observations, inspections and spot-checks undertaken, observations/concerns and non-conformances identified, factors affecting progress and a summary of the discussions with the Contractor's representative/site lead. v. The Consultant shall maintain an up-to-date register, on the Client's EDMS, of all observations/concerns and non-conformances arising from the site inspections. (A template register format is to be provided within the Client's Data Room). Monthly Progress Reports of Consultant Activities (Consultant Lead) Prepare and submit Monthly Progress Reports to the Client addressing pre-agreed (with Client) key summary indicators (including status against plan/goal where relevant) by Social Housing Site including as a minimum health and safety, Required Contractor Submissions, quality, programme, resources, deliverables, notices, disputes, commercial issues, risk matrix, 3rd party issues and upcoming key milestone and activity lookaheads. The report shall be a cogent composite report addressing all Contractor deliverables and contract interfaces compiled and submitted to the Client no later than three business days after the end of the month covered by the report. Inputs as required shall be provided by All Disciplines.
4	Review of Required Contractor Submissions (Arch, CSE, M&E, FSA) The Consultant shall undertake reviews and provide technical advice and recommendations, with regard to the compliance of all relevant Required Contractor Submissions with the Works Requirements, statutory consents including planning permission, the Works Proposals etc to the Contractor. This process shall be administered via the Client's EDMS and will include, review and recommendations on, inter alia:

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
	i. The Contractor’s design submissions including works and materials specifications, fixed furniture and equipment proposals (note this may include: (i) review of information received as part of a BIM model (ii) factory assessment tests to review products and systems). ii. The Contractor’s testing and commissioning proposals; including the proposed testing and commissioning programme, procedures, inspection and test plans and records. iii. The Contractor’s method statements. iv. The Contractor’s Certificates which will be required as part of the Works Requirements. i.e. opinions as to progress and compliance of the actual design/works to date relative to the statements on same in the submitted Contractor’s Certificates. v. The Contractor’s non-conformance reports/register and proposed close out measures. Where in the opinion of the Consultant a Required Contractor Submission is not in compliance with the Works Requirements, statutory consents, Works Proposals, etc., the Consultant shall advise the Contractor of the particular aspects of the submission which are non-compliant and advise the Contractor as to the measures necessary to rectify the non-compliance.
5	Cost Control (QS) i. Attend each Site on a monthly basis to review progress from a cost / payments perspective Refer to Appendix 2 - Minimum Site Attendance ii. Advise and provide written recommendations to the Client on all payment and cost related matters, in connection with the contract, including but not limited to detailed evaluations / analysis and recommendations for; - Value Engineering Proposals - Interim Payments & certificates - Required Contractor Submissions - Works Proposals, Instructions - Directions - Change Orders - Claims and Adjustments, including provision of schedules that monitor status of all claims and associated deadlines and proposed ER’s Determinations

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
	- Contractor's actual and projected cash flows iii. Reviewing the Contractor's interim payment statements and issuing a detailed written interim payment assessment and recommendation of the amount to be certified by the ER to the Client and ER, within 5 business days of receipt of the statement from the Contractor. This shall include the VAT calculation for the recommended payment. The Client will arrange payment to the Contractor if the above is in order. iv. Advise the Client on costs of potential and actual Change Orders and obtain all approvals in advance of any Works taking place. The Consultant shall maintain an up to date Change Order Register on the EDMS v. Provide a monthly Cost Report to the Client for the Bundle. This shall be broken out by Social Housing Development (in a format to be agreed with the Client) for issue to the Client. This monthly Cost Report shall provide a comprehensive report on Project costs. This includes, but is not limited to, details in respect of; Contractor costs with reference to the Detailed Cost Plan /Contract Sum, change orders, statutory consent applications costs, costs associated with statutory consent conditions, cost associated with utility connections and development charges costs; and cashflow forecasts of same. The final report shall be provided to the Client within five business days of the end of the reporting period covered by the report. vi. Co-operate with the Employer's Representative and respond to all requests for information in a timely fashion.
6	Substantial Completion (per site) (Arch, CSE, M&E) i. Prepare and maintain a detailed Dwelling/Site (including fixed furniture) and building services readiness matrix checklist. ii. Assess each Dwelling for functionality, furniture and equipment interfacing. iii. Review completion status of any adjacent or off-site works, utilities, third party and Local Authority interface issues. iv. Review and validation of testing and commissioning plan and execution of same by the Contractor of all building services installations. v. Undertake inspections of all works, witnessing of commissioning tests on site and review all relevant documentation necessary to assess the Contractor's requests for a certificate of Substantial Completion of the Works or Section. Where any areas were in accessible or otherwise unavailable the Consultant shall conduct repeat visits until all aspects of the Works have been reviewed. vi. Review the adequacy of the Contractor's operating and maintenance manual and Safety File and ensure it meets the provisions of the Works Requirements and legislative requirements prior to handover to the Client.

Table 3: Stage (iv) (Implementation – Construction)	
Task No.	Description of Service
	vii. Ensure compliance (with the Works Requirements, statutory consents including planning permission, the Works Proposals etc) and a recommendation to the Client in response to Contractor’s requests to certify Substantial Completion for approval. viii. Readiness of the Works for the issue of the Defects Certificate, including inter alia: opinions on compliance (with the Works Requirements, statutory consents including planning permission, the Works Proposals etc) and a recommendation to the ER regarding the completion of the work associated with Defects and outstanding works. ix. Prepare a database of outstanding work, snags and defects and issue same to the Employer’s Representative with recommendation in response to Contractor’s requests to certify Substantial Completion.
7	Act as Client’s Health and Safety Advisor (PSDP) Act as Health & Safety Advisor with duties including; i. Liaison with the Contractor, PSCS, PSDP on all matters pertaining to Health & Safety. ii. Conduct monthly health and safety inspections on each Site and provide a written report on the findings to the Contractor (via the EDMS), on completion of same. iii. Conduct Site specific safety audits on each site on a quarterly basis and provide a written report, including recommendations, to the Client, on completion of same. (A template is provided within the Client’s Data Room). A separate report highlighting the findings (good and bad) to be issued to the Contractor via the EDMS. iv. Review the adequacy of the Contractor’s Safety File, prior to issue of the Substantial Completion Certificate.

Table 4: Stage (v) (Implementation – Defects Period and Final Payment Certificate)	
Task No.	Description of Service
1	Undertake role of Employer’s Representative (“ER”) (ER). Perform all duties of the Employer’s Representative (ER) under the construction contract during the defects period (ER). The Consultant shall provide all necessary technical advice and assistance to support the ER function (All Disciplines) Further specific measures to be put in place include but shall not be limited to those tasks listed below.
2	Meetings and Site Inspections Meetings - Refer to the Indicative Project Meeting Matrix in Table 4 Works Inspections The Consultant shall: (Arch, CSE, M&E) - Allow for suitably experienced and qualified staff (i.e. at a minimum having achieved chartered status) visiting and inspecting the Works (Snags and Defects) at each Site as detailed in Appendix 2. Each site visit shall include a short meeting with the Contractor’s representative to brief him/her on any issues of note arising from the inspections. - Prepare inspection and test plans for implementation as part of their Works Inspections during the Defects Period with the aim of establishing that (a) Defects and outstanding works identified at Substantial Completion are satisfactorily completed and (b) any other defects not identified at Substantial Completion are identified prior to the expiration of the Defects Period. - Subsequent to each site inspection and within two working days, prepare a concise report to include as a minimum, details of: Consultant attendees, the weather and activities on site, health and safety observations, inspections and spot-checks undertaken, observations/concerns and non-conformances identified, progress/factors affecting progress and a summary of the discussions with the Contractor’s representative. Where any areas were in accessible or otherwise unavailable the Consultant shall conduct repeat visits until all aspects of the Works have been reviewed.

Table 4: Stage (v) (Implementation – Defects Period and Final Payment Certificate)

Task No.	Description of Service
	iv. Maintain an up to date register of all observations/concerns and non-conformances arising from the site inspections. This shall be maintained in a format agreed with the Contractor. This up to date register shall be issued to the Contractor at a minimum each week. v. Where required (for example in the case of roof leaks) extend the defects period to allow 12 months after final rectification of roof leaks and similarly extend bond expiry date. vi. Ensure that required follow up maintenance of landscaping works is undertaken. vii. The certification procedure, developed as part of the Works Requirements will contain template Stage 5 certificates, in each case executed on an individual Site basis. Where the Consultant is satisfied that the Defects and outstanding work identified at Substantial Completion has been satisfactorily completed by the Contractor site inspections/visits to that Site can cease, with the agreement of the Client.
3	Perform Duties of Client's Health and Safety Advisor (PSDP) Act as Client Health & Safety Advisor in relation to the project including but not limited to the provision of advice and recommendations in connection with: - The resolution of any outstanding Safety File issues; and - Health and safety issues associated with the completion of outstanding work on site during the Defects Period.
4	Cost Control (QS) i. Advise and provide recommendation on all payments and cost related matters in connection with the Contract during the defects period. ii. Evaluate the Contractor's final statements for each Site and providing a detailed assessment and final recommendation to the ER following receipt of each final statement from the Contractor in order to allow the ER to issue penultimate payment certificates in accordance with the requirements of the Contract.

Table 4: Stage (v) (Implementation – Defects Period and Final Payment Certificate)	
Task No.	Description of Service
	iii. Provide a detailed assessment and final recommendation in respect of the final payment certificate to be issued for each Site to the Client. This assessment and recommendation shall be provided within 9 weeks of the issue of the relevant Defects Certificate in order to allow the Client to issue the final payment certificates in accordance with the requirements of the Contract. iv. Prepare detailed project Outturn Cost Report to compare the actual outturn costs of all Project Costs with the budgeted costs in a structured format to include a narrative and analysis of same.
5	Project Documentation (Consultant Lead) i. Submission in electronic format of an archive copy and referenced register of all project documentation, as prepared in the course of the delivery of the project including all key decisions, changes and Client decisions.

Appendix 1: Indicative Client Meetings Schedule *(Note: This table summarises Client meetings only and does not include for meetings with third parties such as local and other statutory authorities, the construction contractor and its design team as required including where identified above)*

All meetings shall be attended by experienced senior members of the Consultant. By way of example director level for the relevant Consultant members shall be involved in all Project Team, Cost, tender evaluation meetings and presentations to the Client.

Project Stage	Task	Meeting Type	Frequency	Location* (see note below)	Attendees
All Stages	-	Lessons Learned	At end of each stage	Client Offices	Consultant Lead, Consultant Team and QS
		Weekly Meeting	Weekly	Client Offices	Consultant Lead
Stage (iv) Construction	3	Monthly Progress Meeting	Monthly	Client Offices/Site	Consultant Lead, Consultant Team and QS
	3	Monthly Commercial Meeting	Monthly	Client Offices/Site	Consultant Lead, QS
	3	Weekly Open Items	Weekly	Consultant Offices/Site	Consultant Lead
	3	Weekly Design Review Meeting	Weekly	Consultant Offices/Site	Consultant Lead, (Appropriate Consultant Team Members as required)
	3	Design Workshops	As required	Consultant Offices/Site	Consultant Lead, (Appropriate Consultant Team Members as required)
	3	Fire Safety Workshop	Once	Consultant Offices/Site	Consultant Lead, FSA
	3	Employer Liaison	Monthly	Site	Consultant Lead

Appendix 2: Schedule of Minimum Site Attendance

Schedule of Minimum Site Attendance during Stage 4 (Construction):³

Site	Employer's Representative	Construction Quality Monitor	QS	Arch, CSE, M&E, FSA*	PSDP/ Safety Advisor
Ballymun, Dublin 9	Fortnightly	Two (2) Full Time Equivalent (shared across 4 sites)	Monthly	Fortnightly	Monthly
East Wall, Dublin 3	Fortnightly		Monthly	Fortnightly	Monthly
Whitehall, Dublin 9	Fortnightly		Monthly	Fortnightly	Monthly
Athy, Co. Kildare	Fortnightly		Monthly	Fortnightly	Monthly

***Architect visits required fortnightly in addition to those attendances on an as required basis**

*** CSE shall include for fortnightly visits up to completion of the superstructure and five (5) visits thereafter, timing of visits to be agreed with the Client in line with the D&B Contractors programme. Should additional visits be required these shall be on an additional fee call off basis.**

*** M&E shall include for five (5) visits up to the commencement of the 1st fix M&E, timing of visits to be agreed with the Client in line with the D&B Contractors programme. Should additional visits be required these shall be on an additional fee call off basis. Following commencement of 1st fix M&E site visits shall be fortnightly.**

*** FSA visits required fortnightly on all sites following commencement of 1st fix M&E**

³ This is a minimum. Consultant to decide on additional resources required to execute the Services. The Consultant retains responsibility for all Services deliverables.

Schedule of Minimum Site Attendance⁴ during Stage 5 (Defects Period and Final Payment Certificate)

Site	Employer's Representative	Construction Quality Monitor	Arch	CSE*	M&E*
Ballymun, Dublin 9	Fortnightly initially 5 Site Visits	5 Site Visits	3 site visits	3 site visits	3 site visits
East Wall, Dublin 3	Fortnightly initially 5 Site Visits	5 Site Visits	3 site visits	3 site visits	3 site visits
Whitehall, Dublin 9	Fortnightly initially 5 Site Visits	5 Site Visits	3 site visits	3 site visits	3 site visits
Athy, Co. Kildare	Fortnightly initially 5 Site Visits	5 Site Visits	3 site visits	3 site visits	3 site visits

***CSE shall include for both civil engineer and structural engineer visits as appropriate to the stage of the works.**

***M&E shall include for both electrical and mechanical engineer visits as appropriate to the stage of the works**

⁴ This is a minimum. Consultant to decide on additional resources required to execute the Services. The Consultant retains responsibility for all Services deliverables.

Appendix 3: Schedule of Reports

Project Stage	Task No.	Report Title	Frequency
All Stages		Progress Report	Monthly
		Risk Register	Monthly
		Project Management Execution Plan	Update 2 weeks in advance of new stage commencement
		Lessons Learned Report	At end of Each Stage
		Regulation 84 Report	Where Procurement has been undertaken by the Consultant Lead
Stage (iv) Construction	2	Construction Quality Reports	Weekly
	3	Site Inspection Reports	Per Visit
	3	Progress Report on Consultant Activities	Monthly
	4	Non-Conformance Reports	As required
	5	Monthly Cost Report	Monthly
	7	Health & Safety Inspection Reports	Monthly
	8	Health & Safety Audit Reports (Client)	Quarterly
	8	Health & Safety Audit Reports (Contractor)	Quarterly
Stage (v) Defects Period and Final Payments Certificate	2	Works Inspection Report	Per Visit
	4	Outturn Cost Report	As required
	6	Lessons Learned Report	As required