



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



Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta  
National Treasury Management Agency

An Ghníomhaireacht 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 2 Assigned Certifier 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 a single 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 / Employer**”), acting on behalf of DCC and KCC (the “**Building Owner**”) and to be executed by the Assigned Certifier (“**AC**”) for each Project is set out in this document and includes all work required inter alia; to inspect and co-ordinate the implementation of the Inspection Plan<sup>1</sup> and inspection activities of others during construction, act as the single point of contact with the Building Control Authority<sup>2</sup> during construction, to certify each housing development (or part thereof, as applicable) on completion in accordance with the Building Control (Amendment) Regulations and to provide and sign the relevant statutory certificates.

The Client’s / Employer’s appointed AC will act in an advisory role to the Client / Employer on the Project(s) and are required to inspect and coordinate the implementation of the Inspection Plan and inspection activities of others during construction, act as a single point of contract with the Building Control Authority during construction, to certify that building or works on completion are in accordance with the Building Control (Amendment) Regulations and to provide and sign the relevant statutory certificates.

The AC shall provide all technical consultancy specialists required for the Services and the validation of compliance with the Building Regulations. Such support shall not be considered as an additional cost to the Client / Employer.

The Client will separately appoint a technical advisor (TA)/employer’s representative (ER) for the construction stage. The TA/ER will include for a part time site-based construction quality monitor (CQM).

The AC shall liaise directly with the ER for all matters relating to the project, including, but not limited to, commencement notice processes and the acceptance of the “Building Owner” (KCC or DCC) on the Building Control Management System (BCMS), non-compliance issues, reporting, completion cert processes etc. Additional reporting requirements for the AC are outlined in Appendix 2 below.

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

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<sup>1</sup> As defined in the *Code of Practice for Inspecting and Certifying Buildings and Works, 2016*. Found at: <https://assets.gov.ie/static/documents/code-of-practice-for-inspecting-and-certifying-buildings-and-works.pdf>

<sup>2</sup> As defined in the *Code of Practice for Inspecting and Certifying Buildings and Works, 2016*. Found at: <https://assets.gov.ie/static/documents/code-of-practice-for-inspecting-and-certifying-buildings-and-works.pdf>

| <b>Project Barrow</b>                  |                        |                              |                     |                 |
|----------------------------------------|------------------------|------------------------------|---------------------|-----------------|
| <b>Site</b>                            | <b>Local Authority</b> | <b>Project Type</b>          | <b>No. of Units</b> | <b>Duration</b> |
| Ready Mix Site,<br>East Wall, Dublin 3 | Dublin City Council    | Duplex / Apartments          | 68 units            | 25 months       |
| Collins Avenue,<br>Whitehall, Dublin 9 | Dublin City Council    | Duplex / Apartments          | 83 units            | 25 months       |
| Shangan Road,<br>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*

## 1.1 Document Control

The AC is required to utilise the Client's / Employer's Electronic Document Management System (EDMS). Use of the EDMS includes but is not limited to, filing, archiving, project communications, document collaboration, document reviews, reporting and communications from all parties. The AC shall include for all overheads including photocopying, printing, IT charges, travel subsistence, telephony and any other items required associated with the Services including the use of the EDMS. The licence fee(s) will be paid by the Client / Employer. Training will be provided where necessary by the Client / Employer. A maximum of five licences will be provided.

All electronic documents being e-mailed by the AC are to be password encrypted.

## 2. Detailed Services

The AC shall provide services which comply with the Statutory/Code of Practice requirements and provide additional services as identified hereunder. The Client / Employer considers the AC role to be of critical importance to the delivery of these Projects and as such appointed AC shall not consider this appointment as solely a statutory oversight role. The requirement for this appointment is for the AC to fully engage with the design and construction process.

The AC shall comply with procedures set out in the latest editions of the Building Control (Amendment) Regulations (BCAR), related guidance and codes of practice, for inspecting and certifying building works, or subsequent versions of these documents current at the time when design or building work is being undertaken.

The D&B Contractor (“**Builder**”) will undertake the role of the “Design Certifier” as defined in the Regulations and ‘*Code of Practice for Inspecting and Certifying Building Works (2016)*’. The AC in the delivery of the Services will be required to engage with the Builder and the Builder’s Design Team.

The AC duties, in accordance with ‘*Code of Practice for Inspecting and Certifying Buildings and Works (2016)*’, are summarised hereunder as a guide only and do not purport to outline the complete AC duties. The appointed AC shall carry the duties and services in accordance with the guidance and legislation. The appointed AC will be responsible for all due diligence associated with verifying and ensuring that high-quality buildings are delivered by the Builder (with support by the Builder’s Design Team) in compliance with the Building Regulations.

| Table 2: Services Applicable to Assigned Certifier |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| Project Activity                                   | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>General</b>                                     | <ul style="list-style-type: none"> <li>(i) The AC shall ensure that the appropriate experienced personnel are assigned to ensure high standards of inputs, document control and quality on all submissions and interactions with the Client / Employer and all parties involved in the delivery of Services for the Project.</li> <li>(ii) The AC shall prepare a Project Execution Plan (PEP) for the delivery of the Services within two weeks of contract award with specific reference to the Inspection and Test Plan (ITP), approach to BCAR compliance and certification and specific approach to be adopted at each site. The PEP shall be issued to the Client / Employer for the Client / Employer's review and comments. The AC shall update the PEP as deemed necessary throughout the Project but not less than twice yearly (at minimum).</li> <li>(iii) The AC shall respond to all Client / Employer, ER and CQM queries comprehensively within one working day or less of receipt unless agreed otherwise with the Client / Employer.</li> <li>(iv) The AC shall comply with the '<i>Code of Practice for Inspecting and Certifying Buildings and Works 2016</i>' (or any further update to same) as it pertains to the discharge of the Services for the Project.</li> <li>(v) The AC shall engage with and act as the single point of contact with the Local Authority Building Control Department and comply with all matters of procedure, administration and control for the purposes of securing the implementation of and compliance with the certification and inspection requirements of the Building Regulations.</li> <li>(vi) The AC shall liaise with the ER in relation to any correspondence/signatures/confirmations required to be obtained from the Client / Employer.</li> <li>(vii) The AC may seek advice, where disputes or differences of opinion arise, from the Building Control Authority, in respect of compliance matters, relating to the building or works.</li> <li>(viii) The AC shall respond to any/all requests from Building Control in relation to site inspections, Building Control inspections reports and responses and allow for meeting any/all Building Control Officers on each site at the request of the Building Control Authority.</li> </ul> |

**Table 2: Services Applicable to Assigned Certifier**

| <b>Project Activity</b> | <b>Description of Task</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|                         | <p>(ix) The AC shall develop the Inspection Notification Framework (INF) in conjunction with the D&amp;B Contractor (“Builder” and “Design Certifier”). The INF shall identify generally the stages or items of work which the AC wishes to be notified to him/her and nominated Ancillary Certifiers when such stages or items are ready for inspection.</p> <p>(x) The AC shall co-ordinate the ancillary certification to be provided by members of the Builder’s Design Team and other relevant bodies for the Certificate of Compliance on Completion. The Builder’s Design Team generally consists of Architectural Consultants, Mechanical &amp; Electrical (M&amp;E) Engineering Consultants, Civil &amp; Structural Engineering Consultants, Fire Safety Consultants, Landscaping Consultants, PSDP and other design specialists. The AC shall satisfy themselves that all supporting evidence is provided by the Builder and complies with the Building Regulations in the provision of ancillary certification.</p> <p>(xi) The AC shall coordinate and issue to the Local Authority Building Control Authority the Form of Commencement Notice as set out in Article 9 of SI No. 9: 2014 including all of the Project Particulars, Relevant Documents to outline approach and compliance with the second schedule of the Building Regulations, Schedule of Documents to be submitted a later date, Preliminary Inspection Plan, and the required Notices, Undertakings and Certificates. If required due to programme constraints, a 7-Day Form of Commencement Notice may be used on individual projects. The AC shall be fully familiar with this local Government BCMS System with experience using the system. The AC shall calculate required payments and advise the ER / Client / Employer of same in a timely manner.</p> <p>(xii) The AC shall provide, execute and sign the Form of Certificates of Compliance for the Undertaking (at commencement stage) and Completion.</p> <p>(xiii) The AC shall, in conjunction with the Builder, identify all design professionals and specialists from whom certificates are required, including those engaged for design, manufacture, construction, inspection and certification of the Works elements in accordance with the Building Control (Amendment) Regulations and professional body requirements (including the Construction Industry Federation Practice Note 2, dated April 2017).</p> <p>(xiv) The AC shall collaborate with the Builder and the Builder’s Design Team to identify all the relevant design professionals and specialists from whom ancillary certificates are required. The wording of the Ancillary Certification shall be consistent with the wording of the Statutory Certificates making clear that lessor wording will not be acceptable.</p> |

**Table 2: Services Applicable to Assigned Certifier**

| Project Activity | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                  | <p>(xv) The AC shall develop and maintain a log of all Ancillary Design Certificates and associated supporting evidence required for the project. All associated supporting evidence, provided by the Builder, to support the design certificates is to be reviewed / assessed by the AC to satisfy themselves, which include without limitation design calculations, declarations on performance, certificates, back-up documentation &amp; supplementary information. The AC shall follow up with the Builder and the Builder's Design Team, to ensure that all are provided in a timely manner.</p> <p>(xvi) The AC shall identify all certificates required and obtain them. The AC shall review all certificates and satisfy themselves in relation to the requirements of the Building Regulations.</p> <p>(xvii) The AC shall act as a reference point for Building Regulation compliance queries and allow for full engagement with the Builder to respond to any compliance queries that may arise during each project. This is a key consideration for the Client / Employer and as such, the AC shall be required to offer reviews/opinions of any design work, in the context of a D&amp;B Contract, to avoid where possible, conflict in terms of compliance issues that may arrive during the course of the construction works.</p> <p>(xviii) The AC shall review and monitor the Builder's materials specifications and Material Approvals Requests and provide comments in terms of all aspects of building regulations with particular focus on Technical Guidance Document Part D Materials &amp; Workmanship and material certification, harmonized testing requirements, Declaration of Performances, CE Markings etc.</p> <p>(xix) The AC shall co-ordinate and collate all Certification of Compliance for Completion in conjunction with the Builder.</p> <p>(xx) The AC shall coordinate with the Builder and the Builder's Design Team to ensure satisfactory close-out of all non-conformances and observations. The AC shall review the close-out of non-conformances and observations by the Builder and the Builder's Design Team and accept or reject the evidence of close-out provided on an ongoing basis. The AC shall not issue certification until all non-conformances and observations have been closed out, reviewed and accepted successfully.</p> <p>(xxi) The AC shall promote a positive health and safety culture across each Project by commenting on health and safety practices as part of their monthly reports and actively engage during site visits.</p> |

| <b>Table 2: Services Applicable to Assigned Certifier</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <b>Project Activity</b>                                   | <b>Description of Task</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                           | <p>(xxii) The AC shall comply with their obligations under the Safety, Health and Welfare at Work Act, 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2013 and shall provide the PSDP with a copy of their site-specific risk assessments.</p> <p>(xxiii) The Client / Employer may engage the AC in carrying out additional services in relation to BCAR compliance issues during the Defects Period of the Project and will be dealt with under Clause 15 (Additional Services) of the Framework Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Inspection Requirements</b>                            | <p>(i) The AC will be required to inspect the works and satisfy themselves in relation to all compliance related matters. In particular, the AC shall be required to satisfy themselves in relation to the compliance of all elements of the site works including but not limited to materials, equipment, products and works related to: structural elements, building service installations, all passive &amp; active fire protection material and any other elements identified by the AC in the PEP etc. and the implementation / installations of the works on-site in accordance with the Building Control (Amendment) Regulations.</p> <p>(ii) The AC shall prepare, review and coordinate the Preliminary Inspection Plan in consultation with the Builder, and issue an Inspection Plan to the Building Control Authority at commencement stage. This Preliminary Inspection Plan shall be agreed with the Client / Employer, the ER and the Builder. The Preliminary Inspection Plan shall also include for inspection requirements for all passive and active fire protection in compliance with Part B of the Building Regulations. This Preliminary Inspection Plan shall include all aspects of the works and building including details of the work packages and the key events for inspection, testing and certification throughout the construction process (for example, one façade inspection per floor per elevation).</p> <p>(iii) Once the Builder is appointed, the AC shall then align the Inspection and Test Plan (ITP) against the contractual programme of works. This ITP shall identify the records of inspections which will be required by the Builder and the Builder's Design Team for each week. These inspections shall be tracked, collected, reviewed and maintained by the AC. These shall be considered necessary to demonstrate compliance with Part D of the Building Regulations.</p> <p>(iv) The AC shall also include the Builder's Design Team's proposed inspection regime, including any testing requirements, in the ITP.</p> <p>(v) The AC shall undertake to inspect and issue summary inspection reports, to co-ordinate the inspection activities of others during construction, track the closing-out of non-conformance items, report to the ER and to certify the building or works on</p> |

**Table 2: Services Applicable to Assigned Certifier**

| Project Activity | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                  | <p>completion. The frequency of these reports shall be in line with the ITP requirements. The AC shall be required to be proactive in terms of this requirement.</p> <p>(vi) The ITP shall be reviewed by the AC with the Builder and CQM every four weeks and subsequently updated and communicated to the Client / Employer, the ER, the Builder and CQM.</p> <p>(vii) The AC shall furnish the Client / Employer and ER with a monthly report showing the “Planned versus Actual” status of the ITP. Further details on monthly reporting requirements are provided below.</p> <p>(viii) All test records, certificates and warranties which relate to the Building Regulations shall also be identified, tracked, collected and maintained by the AC.</p> <p>(ix) The AC shall conduct regular inspections against the works throughout the construction phase of each site. The AC shall use professional judgement in determining the frequency of inspection; however they must conduct a minimum of one site inspection per fortnight per Site during the construction phase.</p> <p>(x) The AC shall provide experienced specialist personnel to carry out inspections as required throughout the project, for example, façade specialist, M&amp;E specialists and other specialists as required by the AC throughout the Project. The AC shall not be permitted to delegate inspection work to colleagues or co-workers that have not been identified in the contract unless expressly agreed in writing with the Client / Employer / ER in advance.</p> <p>(xi) The AC shall maintain all records of inspections on a continual basis and a report will be issued to the Client / Employer and ER on a monthly basis containing all records of inspections.</p> <p>(xii) Prior to completion of any site inspection and in advance of departing the site, the AC shall communicate any non-conformances, issues or observations identified during the site inspection to the CQM and the Builder’s Design Team. Following this, the AC will be required to log every site inspection and issue a report to the ER and CQM within 24 hours of each site visit, including but not limited to details of areas/items inspected, details of on-site discussions/agreements, details of non-conformances identified and remedial actions required, site photographs and photographic evidence of defects etc.</p> <p>(xiii) The Client / Employer considers the management and close-out of construction non-conformances /observations (in relation to BCAR) to be of critical importance to BCAR certification. The AC must actively review and monitor a centralised Quality</p> |

| <b>Table 2: Services Applicable to Assigned Certifier</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <b>Project Activity</b>                                   | <b>Description of Task</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                           | <p>Management System and Building Non-Conformance Log which have been raised by the Client technical advisors, the CQM and the Builder and the Builder's Design Team. A 'Red/Amber/Green' status should be applied to each non-conformance / observation item on this Building Non-Conformance Log and shall be updated and uploaded to the Client's / Employer's EDMS weekly and in advance of the Monthly Progress Meeting. The AC shall also include the following information with the Building Non-Conformances Log:</p> <ul style="list-style-type: none"> <li>- photographic evidence of the issues</li> <li>- locations on site</li> <li>- related work packages</li> <li>- discipline</li> <li>- responsible party (for issue close-out)</li> <li>- reviewers</li> <li>- Evidence of close-out and review</li> </ul> <p>(xiv) The AC shall provide a detailed As-Implemented Inspection Plan at completion of Building Register and provide access to all records of supervision and inspection which have been furnished by;</p> <ul style="list-style-type: none"> <li>- the Assigned Certifier,</li> <li>- the Ancillary Certifiers,</li> <li>- the Design Team,</li> <li>- the Builder and,</li> <li>- any relevant sub-contractors or specialists.</li> </ul> <p>(xv) All records of inspection and supervision must be maintained by the AC and uploaded onto the Client's / Employer's EDMS weekly. Prior to the completion of the contract, the AC shall carry out a due diligence check to ensure that all records throughout the course of the Project are uploaded to the EDMS.</p> |
| <b>Meeting &amp; Reporting Requirements</b>               | <p>(i) The AC shall issue a progress report to the Client / Employer and ER for each site on a monthly basis demonstrating, for example and without limitation, the compliance status of the project, quality report, outstanding items, action items, closed items, photographs, commentary on detailed design compliance, commentary on samples &amp; submittals compliance. The</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Table 2: Services Applicable to Assigned Certifier**

| Project Activity | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                  | <p>content and format of the Monthly Progress Report to be agreed with the Client / Employer and ER and shall include any compliance issues raised by the Client's / Employer's technical advisors or CQM.</p> <p>At a minimum, the Monthly Progress Report shall include the following:</p> <ul style="list-style-type: none"> <li>- Current status of the Live Inspection Plan</li> <li>- Details of the Builder's Design Team inspections to-date and since the previous report.</li> <li>- Details of AC inspections to-date and since the previous report.</li> <li>- Details of the compliance of all works aspects including the compliance of the sub-structure, structural frame, M&amp;E installations, building weathering, acoustic installation compliances, airtightness, insulation installations, ventilation (active &amp; passive as applicable).</li> <li>- Details of any ancillary certifier inspections since the previous report.</li> <li>- Include/ highlight any issues of concern and how they are being dealt with.</li> <li>- Commentary on any non-compliance and observation items or any inspections that have not been completed as planned.</li> <li>- Details of visits and correspondence from Building Control.</li> <li>- Details of all non-conformances and observations, including current status and required remedial actions, raised by the AC.</li> <li>- Details of liaison/correspondence with the Builder and the Builder's Design Team.</li> <li>- Tracking document to record ancillary certificates and material certification on a monthly basis.</li> <li>- Evidence based back-up to support each design certificate (back-up information and design calculation etc.).</li> </ul> <p>(ii) The AC shall issue confirmation to the Client / Employer and ER on a monthly basis confirming that the Works completed within the last month to the AC's knowledge has been properly designed and carried out in substantial compliance with the Building Control Acts (and all applicable regulations issued thereunder).</p> <p>(iii) The AC shall be required to attend, at a minimum, monthly progress meetings chaired by the ER and fortnightly site walks with update meeting in order to report on the status of BCAR information flow and non-compliance items close-out. It is noted that the AC shall carry out site inspections as required, and in excess of the above minimum requirement, in order to fully satisfy themselves that all compliance matters are being adhered to on-site and the standard of install / quality of workmanship achieves those requirements and the requirements of the Client / Employer and ER.</p> |

**Table 2: Services Applicable to Assigned Certifier**

| <b>Project Activity</b> | <b>Description of Task</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                         | <p>(iv) The AC shall be required to liaise regularly with the Client's / Employer's technical advisors, ER and CQM. Any BCAR related non-conformances and observations raised by the Client's / Employer's technical advisors, ER or CQM must be recorded by the AC and logged and reported on a monthly basis. As noted previously, the technical advisors may include Architectural Consultants, M&amp;E Engineering Consultants, Civil &amp; Structural Engineering Consultants, Fire Safety Consultants and Landscaping Consultants who all act in an advisory role to the Client / Employer on the Project and are in no way responsible for the approval or certification of any of the Works.</p> <p>(v) The AC shall participate in a fortnightly BCAR meeting with the ER, the Builder and the Builder's Design Team to discuss BCAR compliance of all aspects of the site including, but not limited to, civil &amp; structural, mechanical &amp; electrical and fire safety compliance. This meeting will include the following deliverables;</p> <ul style="list-style-type: none"> <li>- Review and realign the Inspection Plan</li> <li>- Review and resolve any outstanding building defects and BCAR issues</li> <li>- Update Benchmark schedule</li> <li>- Review and respond to BCAR Queries</li> <li>- Track the documentation requirements for BCAR e.g. Ancillary Certificates, etc</li> </ul> <p>(vi) Where the Builder and the Builder's Design Team are not engaging fully and/or not providing required documentation and/or clarification, the AC shall use his powers to seek in writing that all matters are to be addressed and supporting documentations/inspections etc. to be provided.</p> <p>(vii) Should the appointment of the AC be terminated for whatever reason, the AC shall provide all certification prepared and inspection reports issued to the Building Owner and Client / Employer in advance of the termination date provided by the Client / Employer.</p> <p>(viii) Should the AC's personnel change on a project for whatever reason, the Client / Employer and ER shall be notified in writing at least one month in advance and shall include a copy of the proposed replacement AC's CV for Client / Employer and ER review. The proposed replacement AC shall hold all relevant qualifications and experience to meet the requirements of the Suitability Assessment Questionnaire for this competition. The Client / Employer and ER reserve the right to reject the proposed replacement AC should their CV not show evidence of the required qualifications and experience and an alternative proposed replacement AC shall be provided. Once approved by the Client / Employer and ER, the replacement person shall</p> |

**Table 2: Services Applicable to Assigned Certifier**

| Project Activity | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                  | <p>be assigned in a timely fashion (prior to the incumbents departure where possible) to ensure a thorough handover and be fully familiar with the project before the originally appointed AC departs the project.</p> <p>(ix) The AC shall collaborate with the ER during the project and provide any information so requested by the ER.</p> <p>(x) The AC shall liaise with and where relevant assist the ER as may be required with regards to the ER's communications with the Contractor in relation to Quality, Programme and any design changes / change orders involving design etc. which may occur during the Contract. This may include the review of information supplied by the Contractor / ER and reporting conclusions to the ER with regards to Building Regulation and BCAR compliance.</p> <p>(xi) The AC shall review the appointed Builder's technical tender proposal, detailed design, samples &amp; submittals proposals with a view to commenting on compliance matters with the Building Regulations and processes concerned with the Building Control (Amendment) Regulations and Works Requirements.</p> <p>(xii) The AC shall monitor and review the Builder's detailed design with a view to commenting on compliance matters with the Building Regulations and processes concerned with the Building Control (Amendment) Regulations and Works Requirements. The AC shall be fully engaged with the Builder's demonstration of design proposals, including the samples, benchmarking and submittals processes, and fully satisfy themselves in relation to all compliance matters thereof. Within the PEP, the AC is required to demonstrate how they propose to achieve the above and outline what resources / expertise they propose to call on to achieve the above.</p> <p>(xiii) The AC shall attend a quarterly Project Management Review Meeting for the duration of the construction period for each Project with the technical advisors, ER and CQM to discuss all site issues, collation of BCAR certification, non-conformances and any other items deemed necessary for discussion.</p> <p>(xiv) The AC shall partake in a meeting with the ER, the Builder and the Builder's Design Team, at least 9 months in advance of the anticipated handover date, to discuss the requirements for the successful commissioning process of the building. Following this meeting, the AC shall review and comment on the Commissioning &amp; Management Plan in consultation with the ER, the Builder and the Builder's Design Team, and issue the Commissioning &amp; Management Plan to the Client / Employer and ER, at least 9 months in advance of the anticipated handover date. This plan shall outline the process in ensuring an effective</p> |

| Table 2: Services Applicable to Assigned Certifier |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Activity                                   | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                    | <p>commissioning process is in place including the management and review process for the documentation to be uploaded to the BCMS and the key events for inspection, testing and certification throughout the commissioning process.</p> <p>(xv) In order to ensure that all matters are in order for BCMS upload and project commissioning, sign-off and handover, the AC shall participate in the close-out a minimum 6 months in advance of the anticipated handover date and shall participate Commissioning Meetings with the ER, the Builder and the Builder's Design Team at the following minimum duration:</p> <ul style="list-style-type: none"> <li>- 3 to 6 months prior to anticipated handover date: Monthly</li> <li>- 1 to 3 months prior to anticipated handover date: Fortnightly</li> <li>- 1 month prior to anticipated handover date: Weekly.</li> </ul> <p>(xvi) In advance of project handover and BCMS upload, the AC shall submit confirmation to the Client / Employer and ER that as AC they are satisfied that the project has been delivered to the required quality standard, in compliance with the Building Control (Amendment) Regulations 2014 and has inspected the works to verify same.</p> <p>(xvii) Following registration of the building on the Building Control Register, the AC shall attend the handover meeting on the day of handover of the facility to the local authority.</p> |
| <b>Benchmarking Requirements</b>                   | <p>(i) The AC shall monitor and review construction quality benchmarks ("Benchmarks").</p> <p>(ii) A Benchmark shall be created for all critical building elements. This shall include a physical sample of the works and any documentation which is required to demonstrate compliance.</p> <p>(iii) The AC shall track, manage and maintain the records for these Benchmarks. The AC shall inspect these Benchmarks and review the works.</p> <p>(iv) The AC shall provide a section in their Monthly Progress Report on the progress of all Benchmarks using a Red/Amber/Green status.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Table 2: Services Applicable to Assigned Certifier**

| Project Activity                            | Description of Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <b>Information Management and Reporting</b> | <p>(i) The AC shall provide an information management solution capable of managing BCAR workflows and maintaining all relevant records. Its capabilities shall include but not be limited to;</p> <ul style="list-style-type: none"> <li>• Cloud-based secure log-in.</li> <li>• Hosting and managing a scheduled Inspection and Test Plan.</li> <li>• A site inspection tool/application capable of capturing site issues and queries, as well as records of inspection (iOS and Android compatible).</li> <li>• Capturing a centralised record of site issues and defects from all project team members, including issue close-out and review functionality.</li> <li>• Ability to track and manage all critical documentation for BCMS upload.</li> <li>• A client dashboard with reporting capability to track BCAR performance.</li> <li>• Searchability and tracking of all key information by company, system and discipline.</li> </ul> <p>(ii) The AC shall identify their system of choice and provide sample summary BCAR reports. The AC may be requested to demonstrate their identified system to the Client / Employer and ER as part of the tender evaluation process and system changes will be determined at the sole discretion of the Client / Employer following review.</p> <p>(iii) The AC shall utilise the Client / Employer's EDMS for receiving, reviewing and transferring documents from all parties and the Client / Employer. The Client / Employer shall provide a maximum of 5No. licences to the AC and training shall be provided by the Client / Employer if required.</p> <p>(iv) All records of inspection and supervision shall be maintained by the AC on their information management system and shall be uploaded onto the Client / Employer's EDMS weekly. Prior to the completion of the contract, the AC shall carry out a due diligence check to ensure that all records throughout the course of the Project are uploaded to the EDMS.</p> <p>(v) Any electronic documents being e-mailed are to be password encrypted.</p> |

**Appendix 1: Indicative Meeting Schedule**

*(Note: This table summarises the minimum Client / Employer meetings only and does not identify all meetings or interactions needed in order to discharge the Services including meetings with third parties such as local and other statutory authorities, the Builder and the Builder's Design Team as required including where identified above)*

All meetings shall be attended by the AC, at minimum, throughout the Project.

| Meeting Type                            | Frequency                                                                                                                                                                                                              | Location                        | Attendees |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------|
| Kick-Off Meeting                        | Once per Site                                                                                                                                                                                                          | In person                       |           |
| Site Inspections                        | Fortnightly per Site (minimum)                                                                                                                                                                                         | Site                            |           |
| BCAR Meeting <sup>3</sup>               | Fortnightly per Site                                                                                                                                                                                                   | Remotely via video conferencing |           |
| Monthly Progress Meeting                | Monthly                                                                                                                                                                                                                | Remotely via video conferencing |           |
| Principals Meeting                      | Quarterly                                                                                                                                                                                                              | In person                       |           |
| Commissioning & Management Plan Meeting | Once per Site (at least 9 months prior to anticipated handover date)                                                                                                                                                   | Remotely via video conferencing |           |
| Commissioning Meetings                  | 6 – 3 months prior to anticipated handover date:<br>Monthly per Site<br>3 – 1 months prior to anticipated handover date:<br>Fortnightly per Site<br>1 – 0 month prior to anticipated handover date:<br>Weekly per Site | Remotely via video conferencing |           |
| Handover Meeting                        | Once per Site                                                                                                                                                                                                          | Remotely via video conferencing |           |
| Ad-Hoc Meetings                         | Ten (10) Ad-Hoc Full Day Meetings per Site                                                                                                                                                                             | Site                            |           |

<sup>3</sup> This meeting to include items including, but not limited to, civil & structural, mechanical & electrical and fire safety compliance.

**Appendix 2: Schedule of Reports**

| <b>Report Title</b>                                        | <b>Frequency</b>                                                                      |
|------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Project Execution Plan                                     | Within two weeks of contract award and twice-yearly review and update thereafter.     |
| Preliminary Inspection Plan                                | At project commencement.                                                              |
| Inspection and Test Plan ( <i>for each Site</i> )          | At project commencement and monthly review and update thereafter.                     |
| Site Inspection Report ( <i>for each Site</i> )            | Within 24 hours of each Site visit.                                                   |
| Non-Conformance Log ( <i>for each Site</i> )               | Weekly and in advance of the Monthly Progress Meeting.                                |
| Monthly Progress Report                                    | Monthly.                                                                              |
| Commissioning and Management Plan ( <i>for each Site</i> ) | 9 months prior to anticipated handover date and monthly review and update thereafter. |
| As-Implemented Inspection Plan                             | At project completion.                                                                |