

## **Tender and Schedule**

for

|                         |                                                                              |
|-------------------------|------------------------------------------------------------------------------|
| <i>The Provision of</i> | Provision of Civil and Structural Resident Engineering Services (Chartered)  |
| <i>For</i>              | Refurbishment and Redevelopment of No. 6 Harcourt Street, Dublin 2, Phase 3a |

using the

**Standard Conditions of Engagement for Consultancy Services (Technical)**

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

16 September 2024

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Department of Public Expenditure NDP Delivery and Reform  
Government Buildings  
Upper Merrion Street  
Dublin 2

## Tender

|              |                                         |                                              |
|--------------|-----------------------------------------|----------------------------------------------|
| <b>To</b>    | <i>The Contracting Authority</i>        | The Commissioners of Public Works in Ireland |
|              | <i>Address of Contracting Authority</i> |                                              |
|              | <i>For the attention of</i>             |                                              |
| <b>Date:</b> |                                         |                                              |

|                       |                             |                                                                              |
|-----------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Contract</b>       | <i>For the provision of</i> | Provision of Civil and Structural Resident Engineering Services (Chartered)  |
| <b>In relation to</b> | <i>Project title</i>        | Refurbishment and Redevelopment of No. 6 Harcourt Street, Dublin 2, Phase 3a |

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the lump sum fee of:

|               |                                                  |
|---------------|--------------------------------------------------|
| insert amount | euro excluding VAT for the Whole Stage/Stage(s), |
|---------------|--------------------------------------------------|

as adjusted in accordance with the contract.

**and/or**

an overall percentage fee of:

|                |           |
|----------------|-----------|
| Not Applicable | % for the |
|----------------|-----------|

together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

### Rates for Tendered Time Charges [CA Note: delete this table where ITT-S1a or ITT-S2a is in use]

| Grade                            | Hourly rate |
|----------------------------------|-------------|
| Resident Engineer - Normal hours | €           |
| Resident Engineer - Out of hours | €           |
|                                  | €           |

|  |   |
|--|---|
|  | € |
|  | € |
|  | € |
|  | € |
|  | € |
|  | € |
|  | € |
|  | € |
|  | € |

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- 180days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

- (a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and
- (b) if the Each and Every Insurance:
  - (i) becomes available to us at the Increased Premium Rates; or
  - (ii) is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the **“Increased Premium Rates”** means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

**“Each and Every Insurance”** means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

**“Annual Aggregate Insurance”** means professional indemnity insurance on an annual aggregate basis at the level set out in the Schedule.

Is sinne, le meas,

**Signed on behalf of**

*Name of Tenderer*

*Signature of authorised  
person*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

OR (If the Tenderer is an individual)

**Signed by**

*Signature of Tenderer*

*Name of Tenderer*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

**STANDARD CONDITIONS OF ENGAGEMENT  
FOR CONSULTANCY SERVICES (TECHNICAL)  
SCHEDULES**

# SCHEDULE A: CONTRACT PARTICULARS<sup>1</sup>

## INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references. They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

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## 1. APPOINTMENT

### 1 Client, Consultant, Contact Details

| Client    |                                              |
|-----------|----------------------------------------------|
| Name      | The Commissioners of Public Works in Ireland |
| Telephone | 046 942 2000                                 |
| Mobile    |                                              |
| Email     | info@opw.ie                                  |

| Client's Representative |  |
|-------------------------|--|
| Name                    |  |
| Telephone               |  |
| Mobile                  |  |
| Email                   |  |

| Consultant |  |
|------------|--|
| Name       |  |
| Telephone  |  |
| Mobile     |  |
| Email      |  |

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<sup>1</sup> Completed by the Client

|           |                                    |
|-----------|------------------------------------|
|           | <b>Consultant's Representative</b> |
| Name      |                                    |
| Telephone |                                    |
| Mobile    |                                    |
| Email     |                                    |

## 2 Project

Refurbishment and Redevelopment of No. 6 Harcourt Street, Dublin 2, Phase 3a

## 7 Whole, parts, of other documents included in the Contract

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
4. Scope of Services

## 2. PERFORMANCE

### 12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 5,000 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 25,000 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

(Insert amounts and any other restrictions)

### 17 Limit of Liability

The Liability Cap is:

€ / ( euro) <sup>2</sup>

The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to

- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;
- c) wilful default;
- d) gross negligence;
- e) third party property;
- f) sub-clause 13.26 of this Agreement; or
- g) any liability which the Consultant cannot lawfully exclude or limit.

<sup>2</sup> If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)

## 19 Insurance types, terms

| COVER                                                                                                                                                                                                                                                                                                                       | Minimum cover                                                                                                                                                                                                        | Permitted deductible each and every occurrence                    | Period                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence.</p> <p>The conditions provide for claims for breach of professional duty or civil liability as well as negligence.</p> <p>The jurisdiction in which claims can be lodged and settled includes IRELAND</p> | <p>Each and every claim or series of claims arising out of the same originating cause<sup>3</sup></p> <p>€1,120,000</p> <p>OR</p> <p>Per claim and limited in the Annual Aggregate<sup>4</sup></p> <p>€1,340,000</p> | <p>2.0% of gross fee turnover, or €5,000 whichever is greater</p> | <p>From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.</p> |
| Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal                                                                                                                                                                                 | € 2,600,000                                                                                                                                                                                                          | € 10,000                                                          | From start to completion of the Services.                                                                                                                                                                                    |
| Employers' Liability for death, injury, to employees                                                                                                                                                                                                                                                                        | € 13,000,000                                                                                                                                                                                                         | None                                                              | From start to completion of the Services.                                                                                                                                                                                    |
| Insurance of plans, documents                                                                                                                                                                                                                                                                                               | €                                                                                                                                                                                                                    | None                                                              | From start to completion of the Services.                                                                                                                                                                                    |

## 25 Key Team Members

Key Team Members are the members of the Consultant's team that are named in the Consultant's tender submission for the Services and/or named in the Consultant's suitability assessment questionnaire response for the Services, as applicable.

## 7. COORDINATION

### 5 Facilities from the Client

None

<sup>3</sup> The Each and Every Insurance for the purpose of the Tender

<sup>4</sup> The Annual Aggregate Insurance for the purpose of the Tender

## 6 Client's resident staff

## 11 Team Leader

The Consultant is not team leader.

## 9. PAYMENTS

### 13 Inflation Adjustment

**First Adjustment Date** means for any element of the Fee that is

- a) a Lump Sum [by Schedule B only, not by conversion under 9.11,12], the date that is the Base Date;
- b) based on Tendered Time Charges, the date that is the Base Date;
- c) a Lump Sum [by conversion under 9.11,12 only] the date that is the later of:
  - (i) the Base Date; or
  - (ii) the Percentage Fee Conversion Date;
- d) a percentage applied under 9.7,8 the date that is the later of:
  - (i) the Base Date; or
  - (ii) the Percentage Fee Application Date.

**Base Date** means the date that is the first day of the 25<sup>th</sup> month falling after the date that is 10 days before the last date of receipt of the Consultant's tender for the Services, or, if there was none, 10 days before the Client received the Consultant's tender for the Services.

**Calculated Time Charges** means Time Charges that are calculated by the Client in accordance with Section 5.5 (Pricing) of the Instructions to Tenderers for Consultancy Services using a formula to calculate hourly rates and carrying a document reference of ITT-S1a or ITT-S2a, as applicable. Calculated Time Charges shall only apply where ITT-S1a or ITT-S2a was used in the tender for the Contract.

**COE Fee Adjustment Factor** is the figure for a Relevant Quarter in an Indexation Year published on the [constructionprocurement.gov.ie](https://www.constructionprocurement.gov.ie) [or any successor] website.

**Indexation Year** means a period of a year with the first Indexation Year being the period starting on the First Adjustment Date and ending on the day before the anniversary of the First Adjustment Date; for each subsequent Indexation Year it shall be the period of a year from the last anniversary of the First Adjustment Date and ending on the day before the next anniversary.

**Percentage Fee Application Date** means the date upon which the Client applies a Scheduled Percentage for the Total Fee under 9.7,8.

**Percentage Fee Conversion Date** means the date upon which the Client converts a Scheduled Percentage Total Fee to a Lump Sum Fee under 9.11,12.

**Quarter** means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December in any calendar year.

**Relevant Quarter** means the Quarter in which a First Adjustment Date occurs.

**Tendered Time Charges** means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services using tendered hourly rates and carrying a document reference of ITT-S1b or ITT-S2b, as applicable. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

## 10. DEBTS TO CLIENT

### 4 Interest

The rate of interest payable on Client's wrongful deduction is per the prompt payment Act p.a<sup>5</sup>.

## 12. BUDGETARY CONTROL

### 2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

## 13. INTELLECTUAL PROPERTY etc

### 11 Assignment

There is not assignment to the Client instead of a licence.

|                                 |                |
|---------------------------------|----------------|
| Document, design or deliverable | Not Applicable |
|---------------------------------|----------------|

### 14 Licence

Client may use Consultant's design etc. for –

|                      |                |
|----------------------|----------------|
| Individual projects: | Not Applicable |
| Types of project:    | Not Applicable |

### 15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: Not applicable.

### 18 Publicity

Consent to publicity is required from the Client.

## 14. TERMINATION

### 9 Scheduled termination events

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:
  - (i) the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
  - (ii) the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
  - (iii) in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
  - (iv) the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine or any subsequent amendments to same).

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<sup>5</sup> If no rate of interest is specified, the European Central Bank main refinancing rate ('ECB') plus eight percentage points (ECB+8%) shall apply.

2. Any breach of clause 2.22,23 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

In this Form of Tender and Schedule, the reference to “Treaties” means the Treaty on European Union, the Treaty on the Functioning of the European Union, the Treaty establishing the European Atomic Energy Community and the Charter of Fundamental Rights of the European Union.

### **30 Payment where Client terminates at will**

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to % of the difference between the Fees payable under clause 14.27 [without any apportionment under 14.28], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

## **16. DISPUTES**

### **1 Initial resolution method**

As set out in the Conditions of Engagement

### **4 Nominator**

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: President of Engineers Ireland

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at the request of either party by the Chairperson of the Panel of Adjudicators.

### **5 Rules**

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts (AR1)* published on <http://constructionprocurement.gov.ie/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date).

## SCHEDULE B: CONSULTANT'S SERVICES AND FEES

### CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stage as tabled below.

### PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is not included in the Services as tabled below [and the Stage Fees].

### ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 is not included in the Services [and the Stage Fees].

### DESIGN CERTIFICATE SERVICES

The Consultant is not required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

### TOTAL FEE [9]

Lump Sum: Fixed Price

### STAGE SERVICES

| Stage (i) not applicable |                                                          |                     |                                   |           |                                                  |
|--------------------------|----------------------------------------------------------|---------------------|-----------------------------------|-----------|--------------------------------------------------|
| STAGE SERVICES           | Performance Period from permission to start [4.4] (days) | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |

STAGE SERVICES

|                           |                                                          |                     |                                   |           |                                                  |
|---------------------------|----------------------------------------------------------|---------------------|-----------------------------------|-----------|--------------------------------------------------|
| Stage (ii) not applicable |                                                          |                     |                                   |           |                                                  |
| STAGE SERVICES            | Performance Period from permission to start [4.4] (days) | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
|                           |                                                          |                     | %                                 |           | %                                                |
|                           |                                                          |                     |                                   |           |                                                  |
|                           |                                                          |                     |                                   |           |                                                  |

|                  |  |  |  |  |  |
|------------------|--|--|--|--|--|
| Sub-Stage (ii a) |  |  |  |  |  |
|                  |  |  |  |  |  |
|                  |  |  |  |  |  |
| Sub-Stage (ii b) |  |  |  |  |  |
|                  |  |  |  |  |  |
|                  |  |  |  |  |  |
| Sub-Stage (ii c) |  |  |  |  |  |
|                  |  |  |  |  |  |
|                  |  |  |  |  |  |

STAGE SERVICES

|                            |                                                          |                     |                                   |           |                                                  |
|----------------------------|----------------------------------------------------------|---------------------|-----------------------------------|-----------|--------------------------------------------------|
| Stage (iii) not applicable |                                                          |                     |                                   |           |                                                  |
| STAGE SERVICES             | Performance Period from permission to start [4.4] (days) | Milestones (if any) | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
|                            |                                                          |                     |                                   |           |                                                  |
|                            |                                                          |                     |                                   |           |                                                  |

## STAGE SERVICES

| Stage (iv] Construction |                                                           |                                                                                                                       |                                   |           |                                                  |
|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|--------------------------------------------------|
| STAGE SERVICES          | Performance Period from permission to start [4.4] (weeks) | Milestones (if any)                                                                                                   | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
| Resident Engineer       | 18                                                        | 100% of stage fee on completion of Stage (iv)<br>(Monthly payments based on value of work completed during Stage (iv) | 90%                               |           | 5%                                               |
|                         |                                                           |                                                                                                                       |                                   |           |                                                  |

## STAGE SERVICES

| Stage (v) Handover of Works |                                                           |                                              |                                   |           |                                                  |
|-----------------------------|-----------------------------------------------------------|----------------------------------------------|-----------------------------------|-----------|--------------------------------------------------|
| STAGE SERVICES              | Performance Period from permission to start [4.4] (weeks) | Milestones (if any)                          | Percentage of Total Fee for Stage | Stage Fee | Percentage of Stage Fee for suspension [4.18,19] |
| Resident Engineer           | 2                                                         | 100% of stage fee on completion of Stage (v) | 10%                               |           | 5%                                               |
|                             |                                                           |                                              |                                   |           |                                                  |



The person appointed to the position of Resident Engineer MUST hold a recognised degree in Civil or Structural Engineering. The candidate put forward by the Consultant MUST be a qualified Chartered Engineer recognised by Engineers Ireland. The persons appointed to the position of Resident Engineer should have at least 5 years experience in either design or construction on building and civil engineering projects. They should have in depth knowledge of current H&S regulations and best practices and hold a valid Safepass.

#### **Stage (iv) Construction:**

##### **Supervision and administration**

The primary (non exhaustive) duties of the Resident Engineer will be:

- Report directly to the client and others where directed by the client;
- Liaise with client, client's technical advisor, contractor, and all relevant stakeholders as required;
- Review and become familiar with the Client's Civil and Structural Engineering Consultants design proposals;
- Attend meetings with client, client's technical advisor, contractor, and all relevant stakeholders as required;
- Review and advise on all relevant contractor drawings, submissions and method statements;
- Monitor the progress of the works on a daily basis, maintain daily and weekly records, written and photographic, of all site activities, including any obvious periods of inactivity, to ensure early attention to potential delays, undertake check measurements;
- Compile daily, weekly and monthly reports under agreed headings with the client;
- Report on material deliveries, including any materials rejected by contractors team, also any damage to fixed materials before covering in, or subsequent works.
- Monitor and ensure that all co-ordination that is necessary on site is taking place;
- Ensure all works are carried out in accordance with contract specification and construction drawings;
- Review design secant pile layout at pile cap level against what is installed on site;
- Inspect verticality, horizontal alignment (positional tolerance) against consultants piling performance specifications;
- Check pile depth and socketing (if needed) is achieved in accordance with the pile designers proposal;
- Check concrete mix, slump, delivery time, placement, and reinforcement cage installation with emphasis on concrete cover (spacers provided);
- Monitor groundwater conditions, seepage, inflows, and the excavation interface;
- Witness concrete sampling, cube tests, integrity testing, and review drilling/construction logs;
- Review the Contractors health & safety, and environmental checks, including exclusion zones, access, lighting, noise, dust, and spoil disposal;
- Keep daily site diaries, inspection checklists, photographs, non-conformance reports, progress reports against Contractors programme, and as-built pile data (received from Contractor);
- Ensure all permissions, including planning, are fully complied with by the contractor;
- Ensure any certification or approval by the local authority or utility companies are completed in time, e.g. foul sewage connection fees or discharge licences;
- Ensure all relevant product certification has been provided;
- Witness and report on any testing being carried out by the Contractor;
- Monitor the Contractor's progress relative to any agreed contraction programmes;
- Monitor the Contractor's compliance with Health & Safety plans and regulations;
- Monitor compliance with the conditions as set out in the planning permission for the works;

- Advise the Client on any issue that requires the Client's inputs or decisions;
- Undertake day-to-day contract administration activities;
- Attend and report from site and design team meetings;
- Monitor the Contractor's co-ordination of services, both on-site and off-site.
- Monitor and provide supporting information as required to enable the ER to determine any contractor claims.
- Review and report on Contractor payment applications against work completed.
- Check that all Traffic Management Plans and phasing of Construction Works, are as agreed with client and relevant stake holders and fully comply with relevant legislation.
- Prepare defects lists and carry out final inspections.

In collaboration with the other members of the Project Team, assist the Architect in administering the terms of the Works contract during operations on site and relating to the completion of the Works including (but not limited to) all activities in connection with the adjudication of disputes between the Employer and the Contractor.

#### Stage (v) Handover of Works:

- Prepare defects lists and carry out final inspections;
- Witness all tests on completion;
- Verify the as-built/final construction drawings;
- Handover all project files in a format set out by the client.

| PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES                                                                                                                                           | Performance period                                                                                                  |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------|
| All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2013, notwithstanding any inconsistent Contract contents. | While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client]. | No additional payments |

#### TIME CHARGES

The following Tendered Time Charges apply to suspension [4.21], Client's Changes [clause 11] (unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply)

| Grade                          | € per hour (exclusive of VAT) |
|--------------------------------|-------------------------------|
| Resident Engineer normal hours |                               |
| Resident Engineer out of hours |                               |
|                                |                               |
|                                |                               |

| Grade | € per hour (exclusive of VAT) |
|-------|-------------------------------|
|       |                               |
|       |                               |
|       |                               |
|       |                               |
|       |                               |
|       |                               |

## MANAGEMENT SERVICES

[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]

| REPORTING                          |                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Timing                             | Contents                                              | Method                                                                                                                                                                                                                                                                                                                                                                           |
| Within one month after appointment | Methods for changing a key team member                | Client to be informed of proposed change no later than two days after team member ceases involvement. Details of reason for change and curriculum vitae of proposed replacement to be submitted and must comply with Section 3.4 a and 3.4 b of the QC2 v3.2 Part 1. Consultant to propose alternative names in event of any suggested replacement being unacceptable to client. |
| As soon as possible                | General Reporting as set out in the scope of services | In writing by email                                                                                                                                                                                                                                                                                                                                                              |

**TRANSFERS [3]**

| Timing                             | Contents                                                                                                                                                                                                                          | Method                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Within one month after appointment | Methods for changing a key team member                                                                                                                                                                                            | Client to be informed in writing of proposed change no later than two days after team member ceases involvement. Details of reason for change and curriculum vitae of proposed replacement to be submitted. Consultant to propose alternative names in event of any suggested replacement being unacceptable to client. |
| As soon as possible                | Notice to client, as soon as possible, in the event of any occurrence likely to affect the Safety and Health of the Client's personnel or other third parties or significantly impact on quality or cost of the completed project | By registered post to client's representative.                                                                                                                                                                                                                                                                          |
|                                    |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                         |

**COMMUNICATIONS [6]**

| Timing            | Contents                                                          | Method           |
|-------------------|-------------------------------------------------------------------|------------------|
| During Stage (iv) | Allow for quarterly project management meetings in Dublin or Trim | Attend in person |
|                   |                                                                   |                  |
|                   |                                                                   |                  |

**COORDINATION [7]**

| Timing | Contents | Method |
|--------|----------|--------|
|        |          |        |
|        |          |        |
|        |          |        |

**COOPERATION [8]**

| Timing | Contents | Method |
|--------|----------|--------|
|        |          |        |
|        |          |        |
|        |          |        |

**PAYMENTS [9]**

| Timing | Contents | Method |
|--------|----------|--------|
|        |          |        |
|        |          |        |
|        |          |        |

**CLIENT'S CHANGES [11]**

| Timing | Contents | Method |
|--------|----------|--------|
|        |          |        |
|        |          |        |
|        |          |        |

**TERMINATION [14]**

| Timing | Contents | Method |
|--------|----------|--------|
|        |          |        |
|        |          |        |
|        |          |        |

**ALERTS, FOLLOW UP**

| <b>Timing</b>               | <b>Contents</b>                                                                                                                                                                                                                                                | <b>Method</b>                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Conflict of Interest [2.29] | Details of Conflict of Interest-<br>Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict]. | In writing by letter or email. |
|                             |                                                                                                                                                                                                                                                                |                                |
|                             |                                                                                                                                                                                                                                                                |                                |

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