

Scope of Services

For

Naíonra Philib Barún

for the provision of a Single Point Design Team service for the design, contractor procurement, construction management and supervision, and certification of a new naíonra (pre-school facility) for Naíonra Philib Barún, f/ch: Gaelscoil Philib Barún, Cruabhaile Uachtarach, An Trá Mhór, Co. Co. Phort Láirge X91 FP29

Lúnasa 2026

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INTRODUCTION

Naíonra Philib Barún (hereinafter referred to as “the Client”) intend to construct a new pre-school (naíonra) building on its lands adjoining Gaelscoil Philib Barún at Cruabhaile Uachtarach, An Trá Mhór, Co. Co. Phort Láirge X91 FP29.

A naíonra is currently operating on the Gaelscoil’s site in a prefabricated building. It is proposed to have the prefabricated building demolished and the site reinstated as part of the proposed works to which this document relates.

The lands in the ownership of Gaelscoil Philib Barún, as described in Folio WD47772F, are indicated in the sketch in Appendix A to this Scope of Services. A ramped access from the school’s sports court to the lands owned by Gaelscoil Philib Barún has been constructed in the recent past.

This “Scope of Services”, together with the other documents forming the Contract, sets out the services required by the Client from the proposed Single Point Design Team (hereinafter referred to as “**the Consultant**”) to be appointed by the Client in respect of the design, contractor procurement, construction supervision, construction management and certification of the project. The Client proposes to appoint a single consultant who will be wholly responsible for delivering all the services described in, and which can be reasonably implied from, the Contract.

DETAILS

It is proposed to construct the new childcare building on lands owned by Naíonra Philib Barún adjacent to Gaelscoil Philib Barún. The area of the building is expected to be approximately 200 square metres and shall, as a minimum contain the following:

- 2 naíonra classrooms/activity rooms, each with 2 toilets suitable for children aged between 2 and 5 years
- 1 accessible toilet complying with Diagram 15a of Technical Guidance Document M accessible from a common area of the building (e.g. entrance hallway)
- 1 office with a doorway which is independent of the doorways to the classrooms
- storage facilities within each classroom
- a cleaning room
- a plant/electrical room.

The development shall also include an outdoor activity space which shall be accessible for all from the classrooms/activity rooms. The area

of the outdoor space will be maximised taking account of the need to maintain accessibility for all users of the facility and a requirement that those using the outdoor space can be observed by childcare staff who will also be observing occupants of the indoor spaces.

Access to the lands owned by Naíonra Philib Barún is challenging. During Stage (i) of the design process, the Consultant shall assess the practicality and the anticipated cost of providing the proposed naíonra facility on the said lands, and shall deliver a detailed report describing potential difficulties in developing the lands for its intended use, and the cost of remedial measures to overcome such difficulties. The assessment carried out at this stage of the process shall, for the avoidance of doubt, include the outdoor space to be provided for users of the facility.

The design of the proposed naíonra building shall take due cognisance of guidance provided by Tusla, the Child and Family Agency (<https://www.tusla.ie/>) and the Department of Children, Disability and Equality in relation to the design of such facilities.

The Client intends to apply to An Roinn Forbartha Tuaithe agus Pobail agus Gaeltachta (RFTPG) for funding for the proposed facility. It is anticipated that four separate funding applications will be required in this case. The first of those, for the Stage (i) design costs, will be made when tenders for the design phase (i.e. the tender process to which this document relates) have been received. A second funding application, for the geotechnical investigation, will be made when a recommendation on the appointment of a geotechnical investigation firm has been received from the Consultant. A third application will be made when a cost estimate for the proposed development that is acceptable to the Client has been received from the Consultant at the end of Stage (i) and when a lump sum fee for the remaining stages of the assignment has been determined by the Client based on Stage (i) cost estimate. A final funding application will be made when tenders for the construction works have been received. Notwithstanding the above, the Client may decide to terminate the Contract with the Consultant at any point in accordance with the provisions of the Standard Conditions of Engagement for Consultancy Services (Technical).

As part of the funding application process for the construction costs, the RFTPG are likely to seek a copy of the proposed tender documents for the construction works for review prior to issue on e-tenders. The Consultant should allow a one-month period for such a review in addition to any time period required to amend the tender documents based on the review. The Consultant should note that copies of the Fire Safety Certificate and the Disability Access Certificate, and the applications for those certificates, must be made available to RFTPG

when the construction stage tender documents are submitted for review.

The detailed design of the proposed development shall, in addition to the building itself, the outdoor activity area and the access routes to it and the building, include for landscaping of the entire site. In this regard, the Consultant shall pay particular attention to areas of the site which could be difficult to maintain and make provision for landscaping works to mitigate those difficulties.

APPOINTMENT

The Client proposes to appoint a Single Point Design Team (the Consultant) as a result of this procurement process. The Consultant will be wholly responsible for delivering the services described in, and which can be reasonably implied from, the Contract.

The proposed fee for the delivery of the proposed services to be provided in Stage (i) shall be a lump sum, fixed price fee. The fee for the remaining services shall be based on a percentage of the proposed cost estimate of the proposed development as agreed with the Client at the end of Stage (i) but which will be converted to a fixed price, lump sum fee before the commencement of Stage (ii), and which shall apply for the remainder of the design stages.

For the purpose of assessing the cost estimates for the proposed development from a value for money viewpoint, the Client shall use the Cost Limits for Primary and Post-primary School Buildings issued by the Department of Education and Youth as a reference document.

During Stage (i) of the proposed appointment, the Consultant's responsibilities shall include, but shall not be limited to, the following:

- undertaking a detailed topographic survey of the site identified in folio WD47772F and the parts of the Gaelscoil Philib Barún likely to be required to facilitate the proposed development to include parts of existing playing courts pitches, all buildings, access road/routes and parking areas and site services (to include storm, wastewater and water supply) and sections of the public roads for a distance of 150m each side of the site extremities or such further distance as may be required to assess the suitability of vision lines for planning permission purposes, to include any temporary access points required for the construction works. The level of detail captured in the survey shall be suitable for its intended use in the future preparation of tender documents (in the event that the Consultant decides to undertake a relatively basic topographic survey for the Stage (i) assessment of

the proposed development the Consultant shall be responsible for undertaking a topographic survey to the level of detail required for the preparation of the tender documents at the start of Stage (ii));

- agreeing a draft layout of the proposed building and outdoor areas with the Client (the Consultant shall meet with the Client on at least three occasions to discuss options for the building layout, including the estimated cost of those options, until a layout that is acceptable to the Client has been agreed);
- considering and assessing the suitability of the route from the school car park to the proposed building, including checking the gradient and handrails of the existing ramp for compliance with Part M of the Building Regulations, taking account of the fact that the ramp will be used to access a childcare facility;
- considering and assessing the suitability of access for firefighting vehicles and personnel during the operational phase in terms of the requirements of Part B of the Building Regulations (the Consultant shall consult with the Fire Authority in relation to this matter);
- considering and assessing the suitability of access for construction traffic during the construction phase (the Consultant shall consult with the Planning Authority and the Roads Authority in relation to this matter);
- considering and assessing options for a construction site compound;
- considering and assessing any potential difficulties with obtaining planning permission for the proposed development, including, in particular, consideration of car parking requirements (including accessible parking and charging points for electric vehicles) taking account of the relevant requirements as set out in the Waterford City and County Development Plan 2022-2028 and Parts L and M of the Building Regulations (the Consultant shall consult with the Planning Authority and/or the Building Control Authority in relation to this matter);
- considering and assessing any potential impacts that burdens on folio WD47772F may have on the proposed development;
- assessing the potential environmental impacts of the proposed development;
- considering and assessing the adverse impacts of the proposed development on flooding within the site itself or on upstream or downstream properties;
- considering and assessing options for services required for the proposed development and potential conflicts with existing services (e.g. electricity, water supply, including water supply for firefighting purposes, wastewater, telecommunications and gas);
- procuring and managing a detailed geotechnical investigation of all areas where works are to be carried out with the level of information to be collected to be determined by the Consultant taking account of the proposed works to be carried out in the various parts of the site and the level of detail required for design of the works

and the level of information expected to be required by tenderers for the construction element of the project to allow them assess the construction costs associated with the ground conditions likely to be encountered at the construction phase – this shall include an investigation of potential contaminated ground;

- considering and assessing any other matter that the Consultant considers to be a risk to the progression of the proposed project.

The Consultant shall advise the Client of the date and time of meetings with the Planning Authority, the Roads Authority and/or the Fire Authority at least 5 working days in advance of such meetings. The Client may decide to have up to two representatives present at such meetings.

The deliverable at the end of Stage (i) shall be a detailed report describing the feasibility of constructing the proposed development (construction feasibility report) which shall incorporate a detailed cost estimate for the proposal. A copy of the geotechnical investigation report and a copy of the topographical survey shall be provided to the Client as part of the construction feasibility report.

The construction feasibility report shall include a risk register which shall clearly identify all residual risks which could adversely impact the delivery or outturn cost of the proposed development.

Should the Client decide to progress the proposed development, the Consultant shall, notwithstanding any guidance to the contrary in the Capital Works Management Framework, prepare tender documents for the construction of the proposed works on the basis that the contract to be used shall be the Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer (PW-CF5) which is part of the Capital Works Management Framework. Having completed an agreed set of tender documents, the Consultant shall seek tenders for the proposed construction works, supervise the works while they are being carried out on site, undertaking all the tasks required of an Employer's Representative as described in the Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer.

The Consultant shall undertake the roles of both designer and project supervisor design process (PSDP) as set out in the current revision of the Safety, Health and Welfare (Construction) Regulations.

The Consultant will be appointed as Assigned Certifier under the Building Control (Amendment) Regulations 2014. The Consultant will be required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

The Consultant may provide all the services using in-house expertise or may sub-contract elements of the services to suitably qualified and experienced external consultants who shall be named in the tender submission. An external consultant proposed by the Consultant at tender stage shall not be changed without the prior written permission of the Client. Where an alternative external consultant is proposed, the Consultant shall provide full and comprehensive details of the alternative external consultant to the Client at least one month before the proposed change. An external consultant who does not, in the Client's opinion, have the same or more relevant experience as an external consultant proposed at tender stage, will not be acceptable to the Client. In all cases the Consultant shall be liable to the Client for all the services provided as if they were provided directly by the Consultant. The tendered price shall include the cost of all duties required to be carried out as described in, or which could be reasonably inferred from, the Contract.

This Scope of Services describes the duties to be carried out by the Consultant at the various stages of the design and construction process and is to be read in conjunction with all the other documents forming the Contract. The Consultant will also be deemed to have included for all other services and duties reasonably implied from the Contract and required for delivery of the completed works within their tendered sums and percentages.

The Consultant will be deemed to be familiar with the requirements of the Planning, Fire and Building Control Authorities in respect of the statutory approvals which may be required to bring the project to completion, (including but not limited to Traffic Impact Assessments, Environmental Assessments (including but not limited to Natura Impact Assessments), Safety Audits, Flood Studies, submission of information relating to the planning permissions) and will be deemed to have included for all such matters in its tender. Furthermore, and for the avoidance of any doubt, the Consultant shall be deemed to have included the cost of all surveys and investigations required to prepare a valid planning application and a compliant design for construction, including but not limited to preliminary and detailed topographical surveys, environmental surveys, traffic surveys and the procurement of detailed geotechnical investigations.

For the avoidance of doubt, the use of the term "design" within this Scope of Services includes a costing of the design. A design submission by the Consultant, which does not include a detailed breakdown of the cost of that design, will be deemed to be incomplete. The preparation of costings will be carried out to the level of detail, as a minimum, shown in Guidance Note 1.3, Budget Development, which forms part of the Capital Works Management Framework. All sums referred to in project

costings and budgets shall, unless clearly shown to the contrary, be deemed to include Value Added Tax at the applicable rate (generally 13.5% for construction works and 23% for design fees at present).

All public notices (e.g. newspaper and site notices) and application forms associated with statutory approvals are to be completed by the Consultant in Gaeilge. Such notices shall be sent to the Client at least 5 working days of being published for proof reading.

DESIGN SERVICE STAGES

STAGE (I) – CONSTRUCTION FEASIBILITY STUDY

- a) Obtain permission from the Client to start this stage.
- b) Take instructions from Client and obtain client approvals on all occasions.
- c) Prepare and agree a detailed design programme for stage (i) with the Client.
- d) Undertake the role of “designer” and the role of “project supervisor design process” (PSDP) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations.
- e) Undertake the role of Assigned Certifier under the Building Control (Amendment) Regulations 2014.
- f) Sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014, if relevant during this Stage.
- g) Undertake a topographic survey.
- h) Procure and manage a geotechnical investigation, including the assessment of and the appointment of a PSCS, if such an appointment is required [please note that it will be necessary for the Client to apply for funding for the cost of carrying out the geotechnical investigation – a three month period from the date of application for the funding shall be allowed for by the Consultant for a decision to be made on the funding application]. The geotechnical investigation should include all areas the site likely to be developed in sufficient detail to allow a fully completed design to be prepared in advance of tender and which provides sufficient detail to allow tenderers for the construction element of the project to assess the construction costs associated with the ground conditions likely to be encountered.
- i) Prepare sketch site layouts for discussion with the Client and amend as necessary until a suitable layout has been agreed to, in writing, by the Client. The layouts shall take account of the anticipated geotechnical conditions, the topographical survey, the opinions of the Client and planning, safety and environmental considerations. The Consultant will be required to attend in-person meetings with representatives of the Client on site on at least three separate occasions to discuss the design options during this iterative design development process. The proposed design for discussion shall be made available to the Client at least 3 working days in advance of such meetings. The Client is likely to have members of their respective committees present at meetings with the Consultant. The discussions at the meeting with the Client shall include

all facets of the site layout design, including but not limited to, potential planning issues, drainage layout, geotechnical design and landscaping, fencing, accessibility, environmental assessments, safety, wastewater disposal implications, flooding, firefighting, parking etc. At the conclusion of this iterative design process, the intended deliverable is an agreed layout of the building that shall be used for the preparation of a construction feasibility report as described above.

- j) Prepare a construction feasibility report, to include all assessments and considerations described earlier in this Scope of Services, and deliver same to the Client.
- k) The costings provided to the Client as part of the design packages at this stage shall be all inclusive and shall include VAT at the appropriate rate. If a costing is provided which does not refer to VAT, it shall be assumed that the costing includes VAT. The basis for the calculation of the cost shall be clearly described in the costing provided to the Client and shall not exclude any items which are required to allow the construction of a fully functioning facility. The Consultant shall include a reasonable allowance for anticipated future construction inflation and contingency when preparing their designs and costings.

STAGE (II) – DETAILED DESIGN AND TENDER DOCUMENT PREPARATION

- a) Obtain permission from the Client to start this stage and sub-stages as applicable.
- b) Take instructions from Client and obtain client approvals on all occasions.
- c) Prepare and agree a detailed design programme for the completion of stages (ii) to (iii), inclusive, with the Client.
- d) Undertake the role of “designer” and the role of “project supervisor design process” (PSDP) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations.
- e) Undertake the role of Assigned Certifier under the Building Control (Amendment) Regulations 2014.
- f) Sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014, if relevant during this Stage.
- g) Undertake a detailed topographic survey (if not completed in Stage (i)).
- h) Prepare a detailed design suitable for planning application purposes, including costings, for the proposed new naíonra building and ancillary works, to incorporate any amended to existing facilities on the site. The planning application shall also include the demolition of the existing naíonra prefabricated building.
- i) Discuss the detailed designs described above with the Client and amend as necessary until a suitable detailed design has been agreed to, in writing, by the Client. The Consultant will be expected to attend meetings with the Client on site on at least two separate occasions to discuss the detailed design and costings during this iterative design development process. The proposed design and costings shall be made available to the Client at least 3 working days in advance of such meetings. The Client is likely to have members of a committee present at meetings with the Consultant. The discussions shall include all facets of the design, including but not limited to the building layout and facilities to be provided therein, potential planning issues, outdoor play areas, road/path layout, drainage layout, geotechnical design and landscaping, fencing, parking, emergency service access, services and any other relevant matters. The costing shall be all inclusive and shall include VAT at the appropriate rate. If a costing is provided which does not refer to VAT, it shall be assumed that the costing includes VAT. The basis for the calculation of the cost shall be clearly described in the costing provided to the Client and shall not exclude any items which are required to allow the construction of a fully functioning facility. The Consultant shall include a reasonable allowance for anticipated future

construction inflation and a contingency allowance when preparing their designs and costings.

- j) When a design which is acceptable to the Client has been agreed, prepare all necessary drawings and reports and apply for Planning Permission, a Fire Safety Certificate and a Disability Access Certificate. The Consultant shall provide all information requested by the Planning Authority, the Fire Authority or the Building Control Authority while the various applications are being processed. In the event that the decision of the Planning Authority is appealed to An Coimisiún Pleanála (by either a third party or the Client) the Consultant shall prepare all reports and documentation necessary to support the Client's case. Ensure that all conditions imposed by the Planning Authority, the Fire Authority or the Building Control Authority in their permissions or certificates are taken into account in the detailed design prior to advertising for tenders.
- k) After consulting fully with the Client, complete detailed specification of materials / finishes and space planning layouts. Finishes shall be selected and designed so that the Reverberation Time (i.e. the time it takes for a sound to decay by 60dB) measured at 500Hz, 1000Hz & 2000Hz in the proposed naíonra "classroom" shall not exceed 1.0 seconds.
- l) Prepare detailed Architectural, Landscape Architectural, Civil and Structural Engineering (including geotechnical, foundation and sewage disposal), Mechanical and Electrical Engineering (including the connections to the water, sewage, electricity and telephone networks, some of which may be outside the site boundary) design for the building, associated services, car park, access routes, landscape areas and all other areas affected by the proposed works. For the avoidance of doubt, the Consultant may not transfer responsibility for the design of any element of the project to a third party (which in this context includes the Contractor) without the express written permission of the Client.
- m) Full coordination of all design drawings by in-house designers and sub-contracted designers (if applicable).
- n) Prepare a detailed project cost plan and agree with the Client before finalising tender drawings and specifications.
- o) Prepare and submit all information required by the Planning Authority to ensure compliance with planning permission (when granted).
- p) Develop fully detailed drawings, specifications and other appropriate documentation for tenders which ensure that the Client's interest of delivery of a high-quality project are achieved. *For the avoidance of doubt the level of detail expected on the tender drawings and specifications shall be sufficient to allow a contractor to construct the*

works without having to seek further information from the Consultant during the construction process.

- q) Demonstrate compliance with all statutory requirements.
- r) Advise the Client of all duties and responsibilities arising from existing planned and anticipated statutory regulations.
- s) Agree a tendering strategy for the construction phase with the Client taking account of EU and national procurement guidelines, including those which are part of the Capital Works Management Framework.
- t) Prepare a testing schedule and include in the tender documents so that the construction contractor will be responsible for carrying out the testing in accredited laboratories and for providing test results and certificates to the Employer's Representative.
- u) Set out surface tolerances and surface regularity requirements to be achieved in the completed works in the tender documents.
- v) Prepare Bills of Quantities or Pricing Documents as required by the Capital Works Management Framework (see www.cwmf.gov.ie for further information).
- w) Coordinate and prepare a full suite of tender documentation for the "Tender Action, Evaluation, Award" stage, including those required for the assessment of tenderers with regard to their competence and experience relating to Safety, Health and Welfare at Work legislation.
- x) Submit the tender document suite to the Client for review (by the Client and/or their funding partners) at least four weeks before the planned date for advertising for tenders and make any changes required by the Client before the contract notice (notice seeking tenders) is published. *The use of proprietary names within the tender documents shall not be acceptable.*
- y) Provide the Client with a detailed cost estimate with the tender documents described in the previous point. If necessary, make any changes to the tender documents and revise the cost estimate to arrive at an agreed cost estimate which is acceptable to the Client. When agreed with the Client this cost estimate shall become the "last estimate approved by the Client before giving permission to start Stage (iii)" as referred to in Clause 12 of the Conditions of Engagement.
- z) Attend meetings with potential funding agencies and take account of their requirements in the design.
- aa) Provide fortnightly progress reports and updates on the design programme to the Client / Client Representative explaining any delays in the design progress and setting out a strategy for recovering lost time (if any).

bb) The form of contract for the construction works shall be the Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer (PW-CF5) as issued by the Office for Government Procurement.

STAGE (III) – TENDER ACTION, EVALUATION, AWARD

- a) Obtain permission from the Client to start this stage.
- b) Take instructions from the Client and obtain Client approvals on all occasions. *Note: EU and national procurement guidelines and regulations must be followed in the tendering process and in the award stage of the construction contracts.*
- c) Undertake the role of “designer” and the role of “project supervisor design process” (PSDP) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations.
- d) Undertake the role of Assigned Certifier under the Building Control (Amendment) Regulations 2014.
- e) Sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014, if relevant during this Stage.
- f) Make any necessary changes to the tender documents which were prepared in Stage 2 to take account of any changes to tendering guidelines or regulations since the completion of Stage 2.
- g) Place advertisements (tender notices) on e-tenders website inviting tenders for the construction works and upload all tender documents electronically to e-tenders. Please note that tenders must be returned via the e-tenders postbox facility only – tenders delivered by hand, by post/courier, fax, email or any other means will not be permissible.
- h) Respond in a timely manner to requests for clarifications and/or further information from Tenderers during the tender processes. The Consultant shall prepare responses to such queries for uploading to the e-tenders portal by the Client not later than two working days after the query has been notified to the Consultant.
- i) Assess the competence/experience of tenderers with regard to the roles to be undertaken by them (including, but not limited to, those required by Safety, Health and Welfare at Work legislation) and their ability to carry out the proposed works.
- j) Evaluate tender responses with regards to price, and quality if applicable, in accordance with the instructions issued to tenderers.
- k) Issue a detailed procurement report to the Client with a clear recommendation of the preferred tenderer with reasons for that recommendation.
- l) Obtain approval of the detailed procurement report from the Client.
- m) Carry out all necessary actions leading to award of contracts.
- n) Prepare two sets of works contracts and provide two complete sets of the documents which are to be included in the works contract (in paper format, to scale where applicable). Ensure that each document in both sets (contracts and drawings) is initialled by the contractor and the

Client at contract signing. One set of the documents is to be provided to the contractor and one set to be provided to the Client.

- o) Prepare documentation for the appointment of project supervisor for the construction stage (PSCS).
- p) Issue Commencement Notices and all documentation required to be submitted therewith, if applicable, in electronic format. Prepare and submit any planning compliance submissions as required.
- q) Attend, chair and minute pre-commencement meetings with the contractor, the Client and all other parties deemed relevant by the Client.

STAGE (IV) - CONSTRUCTION

- a) Obtain permission from the Client to start this stage.
- b) Take instructions from the Client and obtain Client approvals on all occasions.
- c) Undertake the role of “designer” and the role of “project supervisor design process” (PSDP) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations.
- d) Undertake the role of Assigned Certifier under the Building Control (Amendment) Regulations 2014.
- e) Sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014, if relevant during this Stage.
- f) Provide each Contractor with one complete hard copy set of the contract documents and one set in electronic format – this is in addition to the sets initialled by the Client and the contractor as referred to in Stage (iii).
- g) Perform all the duties of Employer’s Representative as described in the construction contract within the timeframes set out in the construction contracts.
- h) Carry out contract administration throughout the construction phase of the construction contract.
- i) On a weekly basis, submit a copy of all correspondence sent to and received from the contractor for the construction works to the Client.
- j) Support project construction and provide detailed drawings or clarification as required.
- k) Examine and advise on shop fabrication drawings prepared by the contractor or its suppliers/specialists for the works.
- l) Examine and review contractor proposed changes that may arise and recommend approval or rejection of same for the Client’s final decision. Provide relevant instruction to the contractor based on Client’s decision.
- m) Examine any Value Engineering proposals submitted by the contractor and provide a report and recommendation on same to the Client not later than 10 working days after receipt of all information relating to the proposal having been received from the contractor.
- n) Ensure that the contractor carries out testing of materials as scheduled in a timely fashion and that any defective materials are removed from the works without delay.
- o) Provide advice regarding special inspections or tests arising during the construction phase as a result of defective workmanship.
- p) Monitor the contractor’s safety management documentation and practices and advise Client immediately of concerns.

- q) On-site attendance as deemed necessary to ensure delivery of a quality product by the contractor.
- r) Carry out post construction level and surface regularity surveys to check compliance with the surface tolerances and surface regularity requirements included in the tender documents prepared in stage (ii).
- s) Attend, chair and minute fortnightly project meetings with the Client. Issue the Client copies of the correspondence sent to and received from the contractor at least 2 working days in advance of this meeting.
- t) Attend, chair and minute fortnightly site meetings with the Client and the contractor.
- u) As Employers Representative make a determination in respect of any claims made by the contractor during the works and provide timely responses to same (to the contractor) having initially discussed the response with the Client.
- v) Take all reasonable measures to ensure that all works are carried out in accordance with the construction contract.
- w) Adjudicate and issue monthly payment recommendation certificates and issue to the contractor in a timely fashion with a copy, together with a detailed breakdown of the certified amount, sent to the Client at the same time. *Note: All Change Orders or instructions which could result in a Compensation Event must be agreed with the Client before being issued to the construction contractor.*
- x) Manage the construction phase of the project and issue all necessary instructions to the contractor. *Note: All Change Orders or instructions which could result in a Compensation Event must be agreed with the Client before being issued to the construction contractor.*
- y) Report to Client as required.
- z) Issue a set of "as built" drawings to the contractor and the Client immediately prior to handover of the pitch from the contractor to the Client. It is imperative that the "as-built" drawings include accurate details of the drainage network (line and level) and the position of electrical service ducting and cables (within 50mm of actual location).
- aa) Examine and approve the contractor's works programme and works proposals during the entire construction phase.
- bb) Provide monthly cost reporting to the Client, to include a cashflow prediction to the end of the construction phase.

STAGE (V) – HANDOVER OF WORKS

- a) Obtain permission from the Client to start this stage.
- b) Take instructions from the Client and obtain Client approvals on all occasions.
- c) Undertake the role of “designer” and the role of “project supervisor design process” (PSDP) in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations.
- d) Undertake the role of Assigned Certifier under the Building Control (Amendment) Regulations 2014.
- e) Sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014, if relevant during this Stage.
- f) Provide Substantial Completion certificates and Opinions of Compliance with planning permission.
- g) Carry out duties of Assigned Certifier as per the Building Control Regulations, if required.
- h) Complete final as built accessibility audit and confirm compliance to original plan and regulations.
- i) As Employers Representative, make determination in respect of any claims made by the contractor during the construction contract and during the defects period, and provide timely responses to same within the timeframes required in the construction contract.
- j) At an appropriate stage, draw up a list of defects, issue to the construction contractor and report on the completion of the defects to the Client on a monthly basis.
- k) Complete the Safety File for the project and deliver to the Client.
- l) Arrange handover of the individual system and manufacturer’s manuals and advice on maintenance contracts to enable the Client to operate and maintain the works including the coordination of any required demonstrations to the Client and any 3rd parties nominated by the Client.
- m) Agree the final account and issue report to the Client including detailed justification of any additional costs/time recommended for acceptance.
- n) Immediately prior to the end of the defect liability period, visit site, reinspect the works and advise Client of any defects. Arrange with contractor for repair of such defects.
- o) Coordinate inspection with Client and contractor at the end of the defects period and issue defects certificate upon agreement between all parties, including, for the avoidance of doubt, the Client, that all works are satisfactorily completed.

- p) Make recommendation on further retention of monies or draft and issue payment certificate to recommend the release any remaining retention funds to the Contractor.
- q) Prepare final report and issue to Client not more than one week after the issue of the defects certificate.

APPENDIX A (FOR INFORMATION ONLY)



Site of proposed naíonra building outlined in red.