



Competition Summary

**Single party framework for Architect led Integrated Design Team Services,
for Dublin City Council, to deliver the fire safety remediation of buildings
of a variety of uses under Dublin City Council Ownership or partial
ownership, with an initial contract for Fire Safety Remediation works at a
7 storey mixed use development in Dublin City Centre**

for

Dublin City Council

Planning, Property & Economic Development Department

1 Competition Summary

In the event of any inconsistencies in the text, the information contained in the Suitability Assessment Questionnaire (QC1 Parts 1 and 2) will take precedence.

1. Dublin City Council Background

The Contracting Authority, Dublin City Council (DCC), is the largest Local Authority in Ireland, employing approximately 5,900 staff. The 2026 Revenue Budget amounts to €1.69 billion, while the three year Capital Programme 2025 to 2027 amounts to €3.348 billion. The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g., provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services).

The City Council also provides emergency services through Dublin Fire Brigade. Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8.

Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council is best summarised by listing the programme group structure used by central government to classify the activities of all local authorities:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

Further information is available at the corporate website www.dublincity.ie

2. Procurement Competition

2.1. Scope of Framework

The Contracting Authority (Dublin City Council) proposes to engage in a competitive process to establish a Single Party Framework Agreement for Architect Led Integrated Design Team services for Dublin City Council - Planning, Property & Economic Development Department, with an initial contract for fire safety remediation works at a mixed used development in Dublin City Centre. It is anticipated that this framework will be used for projects which do not exceed €10 million (excluding VAT).

The framework agreement will be established with one economic operator comprising the following disciplines:

- (a) Architectural Services (Design Team Lead)
- (b) Fire Safety Consultancy Services
- (c) Mechanical & Electrical Engineering Services (incl. building energy rating)
- (d) Civil & Structural Engineering Services
- (e) Quantity Surveyor Services

Additional ancillary disciplines / specialists that may be utilised in the Initial Contract or under this framework include:

- 1. Employer's Representative
- 2. Design Certifier & Assigned Certifier Services
- 3. Ancillary Certifier
- 4. Project Supervisor for the Design Process
- 5. Other ancillary design and consultancy services as required.

The architectural services consultant will be the Design Team Lead and will act as the single point of contractual responsibility, with the remaining key disciplines providing collateral warranties for the benefit of the Contracting Authority.

Only those Applicants capable of delivering all of the services listed above (whether in-house or as a grouping/consortium) will be considered. Therefore, applications relation to one or several of these disciplines only are not acceptable and will be rejected.

The single party framework agreement will be established on foot of an initial contract for whole stages (Stage (i): Preliminary – Stage (v): Handover of Works) delivery of professional service in relation to the fire safety remediation works at a mixed used development in Dublin City Centre.

The period of the framework agreement will be for a period of four (4) years subject to satisfactory annual review of performance, with a maximum value of €7m. For the avoidance of doubt, the period for delivery of any contracts awarded under the framework may extend beyond the date of expiry of the framework agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

The establishment of the framework agreement is subject to the provisions of Directive 2014/24/EC and is being awarded using the Competitive Procedure with Negotiation.

It is envisaged that the top 5 scoring Applicants (subject to the quality and number of Suitability Assessment Questionnaires (SAQs) received) who also meet the minimum criteria and rules for selection will be invited to tender. Applicants who are selected for inclusion on the tender list will be issued a formal Invitation to Tender Document (inclusive of the award criteria) and will be asked to respond with a tender submission. Submissions received will be assessed on the basis of the rules, criteria and weightings set out in the Invitation to Tender Document in order to make an award decision.

It is envisaged that the top scoring tenderer found to be fully in conformance with the tender documentation and submitting the most economically advantageous tenders under the award criteria contained in the Invitation to Tender will be identified as the successful tenderer designate and will be admitted to the framework agreement subject to the approval of the competent authorities.

If for any reason it is not possible to conclude a framework agreement with the tenderer invited, or if having concluded that framework agreement the Contracting Authority decides to terminate the appointment of the framework member, the Contracting Authority reserves the right to admit the next highest scoring tenderer(s) to that framework agreement on the basis of the same terms and as tendered by that party/parties, at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

The award of contract(s) under the framework agreement is subject to available funding.

It is anticipated that the required services for the initial (Liberty Corner fire safety remediation) contract, and for potential subsequent contracts (under this framework), may include, but will not be limited to the following:

- Provide full Architectural Services in accordance with CWMF procedures and the detailed Stage Services in the Service Requirements document to ensure all relevant guidance notes, template documents, and requirements are implemented as appropriate and in accordance with the Conditions of Engagement.
- Provide full Design Team Lead Services in managing and coordinating Integrated design team members, in accordance with CWMF procedures and the detailed Stage Services in the Service Requirements document to ensure all relevant guidance notes, template documents, and requirements are implemented as appropriate and in accordance with the Conditions of Engagement.
- Provide all Principal and Specialist professional services, including but not limited to:
 - Civil & Structural Engineering C&S
 - Mechanical & Electrical Engineering M&E
 - Fire Safety Consultancy services FS
 - Quantity Surveyor QS
 - Project Supervisor Design Process PSDP
 - Design & Assigned Certifier DC / AC
 - Employer's Representative ER

in accordance with CWMF procedures and the detailed Stage Services in the Service Requirements document to ensure all relevant guidance notes, template documents, and requirements are implemented as appropriate and in accordance with the Conditions of Engagement.

It should be noted that the Contracting Authority may choose to request a subset of work-stages and/or a subset of Design Team Services from the Architect/Design Team Lead as is proportionate and appropriate for subsequent various call-off contracts from this framework.

- Develop the design and provide information and documentation as requested by Client for the relevant stage of the project. Consult and coordinate architectural design / layouts / implementation / certification with all other project disciplines to eliminate clashes (e.g. with civil, structural, mechanical and electrical) and ensure the coherent delivery of the project.
- Attendance at any stakeholder engagement meetings i.e. DCC sponsoring dept - Planning Property & Economic Development Dept., Resident's Management Company, Management of community facilities, other occupants, etc.

- Attendance at any third-party engagement meetings i.e. Utility providers, including Uisce Éireann / DCC technical depts, DCC roads department, Dublin Fire Brigade (DFB), other utility companies, etc.
- Attendance and correspondence with DCC Project Manager and DCC appointed Project Management consultancy in relation to progress and risk mitigation.
- Produce, manage and update a detailed project programme and provide regular Design Team reports.
- Produce, manage and update a detailed project risk register and provide risk mitigation proposals to DCC Project Manager and DCC appointed Project Management consultancy representative.
- Collate integrated contributions and produce documentation required for work stage cost reports, DCC approval gateways, funding applications, advice to client to inform decision making, and quarterly CPSO reviews
- Prepare material required for funding submissions by employer, as required
- The Design Team Lead shall provide the personnel, IT resources and BIM expertise to produce, manage and execute a BIM execution plan and procurement and management of a CDE, and coordinate and manage the Integrated team in document management and clearly specifying delivery of an ISO EN 19650 compliant CDE and Safety File.
- Procure, in accordance with public procurement legislation, CWMF processes and DCC procurement requirements, and manage the execution, of any surveys, investigations, enabling works, or tests required to allow the Integrated Design Team to deliver a detailed design of the works requirements for fire safety remediation and any other works which form part of the contract.
- Provide, contribute to and/or collate Architect Led Design Team's layout drawings and reports assessing existing sites and/or buildings, including structural assessments, services diversions, remediation and/or replacement as required.
- Prepare, collate and present, to the employer, a clear assessment of the works to be carried out, and the Design Team's recommendations for delivery of the fire safety remediation and any other works included in contract. Technical recommendations and logistical recommendations including phasing, separation of contract/site, and/or enabling contracts, etc.
- Carry out any necessary special construction technology research for the project such as design of prototypes, mock-ups or models, etc. to investigate buildability of proposals.
- Prepare, and manage the Integrated team in producing a fully designed works requirements and tender package/s including Bill/s of Quantities and procurement forms in accordance with CWMF guidance, processes and templates, in the format and structure required by DCC tender manager for upload to e-Tenders.
- Participate, as an assessment panel member, in the evaluation of tender submissions including attendance at tender assessment meetings, and provide tender reports and recommendations for contract award.
- Provide full Integrated Design Team services, including Design consultants and Ancillary Certifiers (where applicable), Employer's Representative, Assigned Certifier (where



applicable), PSDP, for the construction phase of each contract, including investigation, enabling, and execution of works contracts.

- Comply with all Safety, Health & Welfare at Work Legislation, including the Safety Health and Welfare at Work Act (Construction) Regulations 2013. Contribute to the Health and Safety risk register throughout the project. Cooperate with the Project Supervisors and attend additional meetings organised by the Project Supervisors in relation to Safety, Health & Welfare at Work matters where necessary. Apply the Principles of Prevention. Prepare design risk assessments for inclusion in the project Health and Safety file. Carry out regular Health & Safety Risk Assessments of the Design during its development, and ensure Contractor takes account of any identified particular risks.
- Comply with duties as a designer under the Building Control Amendment Regulations (BCAR 2021). Cooperate with the Design Certifier and Assigned Certifier. Provide input into the Preliminary Inspection Plan. Carry out inspections per the Preliminary Inspection Plan. Provide Ancillary Certificates. Undertake BCAR compliance audits utilising TGD compliance matrix checklists.
- Any and all services required as part of individual call-off contracts, to be detailed in service requirements in Stage 2 and in supplementary tender documents.

Appointed Service Providers will be required to cooperate, liaise with and / or lead other third-party service providers, appointed by the Contracting Authority.

Additionally, the Contracting Authority will be appointing a consultant Project Manager, to assist the sponsoring department in oversight of progress, from an existing DCC framework. This is in addition to a client department Project Manager. The employer reserves the right to request that the Design Team procure further services, and/or the employer procure other specialists directly during the course of this contract.

2.2. Procurement Procedure and Stages

The procurement process will be conducted using the Competitive Procedure with Negotiation. The following stages outline the process.

Stage 1 – Following the receipt and evaluation of completed Suitability Assessment Questionnaires (SAQs) from interested parties it is envisaged that the top five (5) scoring Applicants (subject to the quality and number of SAQs received) who also meet the minimum criteria and rules for selection will be invited to tender.

Professional Indemnity Insurance Note: Tenderers attention is drawn to the wording in 3.3e of the SAQ forms.

Cover may be provided on an "EACH AND EVERY" or on an "ANNUAL AGGREGATE" basis. However, Applicants should note that where professional indemnity insurance is provided on an ANNUAL AGGREGATE basis the Contracting Authority will review the situation regarding the availability of professional indemnity insurance on an "EACH AND EVERY" basis with the successful Tenderer, on an annual basis. Any Specialist Skill Providers shall also have the benefit of a similar provision. Further details will be provided in the Tender and Schedule issued at the next stage of the Competition.

Thresholds for both have been provided in the SAQ's. However, for clarity, to pass this criteria, tenderers must declare, availability of cover for either 'each and every' basis or annual aggregate.

Stage 2 - Applicants who are selected for inclusion on the tender list will be issued a formal Invitation to Tender Document (inclusive of the award criteria) and will be asked to respond with a tender submission. Submissions received will be assessed on the basis of the rules, criteria and weightings set out in the Invitation to Tender Document in order to make an award decision. It is envisaged that the top scoring tenderers found to be fully in conformance with the tender documentation and submitting the most economically advantageous tender under the award criteria contained in the Instructions to Tenderers will be identified as the successful tenderer designate and will be appointed to the framework agreement and will be awarded the contract for Liberty Corner fire safety remediation, subject to the approval of the Contracting Authority.

Stage 3 (optional) - It should be noted that negotiations may be held on all aspects of the service, prior to a formal award decision. Where negotiations do arise, those invited to negotiation will be afforded the opportunity to submit a Best and Final Offer which will be evaluated against the original award criteria. However, the Contracting Authority are under no obligation to negotiate and reserves the right to award the contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.

Award Stage

If, following the award of any contract under this framework agreement, the appointed Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

The Contracting Authority will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this

framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

The award of contract(s) under the framework agreement is subject to available funding and statutory approvals. These procurement documents do not commit to any exchequer funding/expenditure at this point and do not purport to create binding legal relations and no legitimate expectation may arise therefrom.

Insurance requirements have been set out in these tender documents relating to the establishment of the Framework Agreement and the award of the contract, however it should be noted that the Contracting Authority reserves the right to alter insurance values in the future depending on the requirements of future call off contracts.

Awarding Contracts under this Framework

Additional contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

For additional call-off contracts under this framework agreement, the framework member will be required to provide Integrated Design Team Services and associated services for any or all Stages (i) – (v) of the Capital Works Management Framework (Public Works Contracts) or a subset thereof. Those call-off contract may be for a reduced Design Team composed of the Design Team Lead and a subset of the primary disciplines.

3. Project Overview

The framework agreement will be established on foot of an initial call-off contract for the provision of Architect Led Integrated Design Team Services for Stage (i): Preliminary Design to Stage (v): Handover of the Capital Works Management Framework (for Liberty Corner).

The subject property comprises a 4-7 storey multi-use and multi tenanted development constructed in 2004 around a central courtyard. The development is located on the corner of James Joyce Street and Foley Street in the North Dublin City Centre.

Block A: 7 storey mixed-use: comprises a shared car park, 7 No. commercial units at street level each with their own front door, a creche at ground floor, a podium courtyard and 62 No. of apartments at the upper floors – 3 of them owned by DCC.

Blocks B: 4 storey Community use (tenant) owned by DCC, with main spaces being double storey heights.

Block C: 5 storey Community use, Council's Arts Office owned and managed by DCC, art studios with associated offices and welfare areas.

The blocks are constructed around a central podium/first floor level courtyard area which provides private amenity space to the apartments while there is a car park and various plant and store-rooms, including ESB substation, below the podium courtyard at ground floor level – accessed off Foley Street.

3.1. Introduction

The project is for the fire safety remediation, and related works in Block A, B and C along to ensure that the development is fully compliant with the granted FSC. With reference to the fire safety reports and draft scope of works provided and the Integrated Design Team's assessment of all works necessary to allow Chartered Fire Engineer's opinion on compliance with both Part B of the Second Schedule to the Building Regulations 1997 – 2021, and the Fire Safety Certificate Applications on completion.

The Appointed Consultant will be the Design Team Lead providing Architectural Consultancy services, co-ordinating and co-operating with the Design Team.

On appointment, the Appointed Consultant will be required, through the consultants competent to do so, review the granted Fire Safety Certificate documentation along with previous fire safety audits and draft scope of services. The Consultant will be required to provide a comprehensive report on the fire safety strategy for the remediation works, together with an opinion on compliance, an assessment of the design, and expert advice in relation to compliance with the granted FSC.

Fire Officer Requirements

It should be noted that the DCC Fire Officer has been provided with reports from the fire consultant and building surveyor appointed to prepare the outline scope. The following are the requirements of Dublin Fire Brigade:

1. The Fire Consultant should ensure that the works outlined within the previous fire consultant and building surveyor's Fire Safety Assessment reports and submissions, are of sufficient scope and detail to allow them to ascertain Compliance with the previously approved Fire Safety Certificate Applications for each of the blocks, in addition to submitting Opinions of Compliance in respect of Part B of the Building Regulations 1997-2021, to the Fire Authority, on completion of the works.
2. A Chartered Engineer is required to be engaged to undertake site specific inspections and oversight of the remediation of the deficiencies outlined in the previous fire consultant and building surveyor's Fire Safety Assessment reports and submissions, and any subsequent remediation proposals by the appointed Integrated team, and on completion of the works issue the Fire Authority with Opinions on Compliance in respect of Part B of the Building Regulations 1997 - 2021, for same.
3. The Opinion(s) are required to demonstrate that the building(s) complies with both Part B of the Second Schedule to the Building Regulations 1997 – 2021, and the Fire Safety Certificate Applications granted (and the schedule of conditions therein). This Opinion should be completed by a suitably competent person, and should include the following.
 - a. Name and address of the premises.
 - b. Confirmation from the person providing the Opinion that they have been engaged by the Building Owner / Occupier to provide the Opinion.
 - c. Dates on which the building was inspected.
 - d. Confirmation that the completed works are in full compliance with Part B of the Second Schedule to the Building Regulations 1997 – 2021 and the previously



approved Fire Safety Certificate Applications referenced above (and the Schedule of Conditions therein).

- e. Confirmation that they (the technical advisor) have reviewed and are satisfied with any Third Party Certification provided i.e. all active and passive systems, Fire Doors, Certification in relation to compartmentation etc.
- f. A detailed list of the documents which may have been relied upon in forming the above Opinion of Compliance, specifying
 - i. The document type.
 - ii. The date of the document, where relevant.
- g. The following particular certification shall accompany the above Opinion on Compliance with Part B of the Building Regulations 1997-2021;
 - i. Fire Detection and Alarm System (Design, Installation, Commissioning and Handover as appropriate)
 - ii. Emergency Lighting System (Design, Installation, Commissioning and Handover as appropriate)
 - iii. Any other life safety systems.
- h. Confirmation that they have adequate professional indemnity insurance in place, appropriate to the relevant works.
- i. Signature and company address of the person providing the Opinion, and the date of the Opinion.

The works are to be scheduled and prioritised relative to the risk of the deficiencies identified within each block.

Background

Building Surveyors and Fire Safety Engineers reports and draft scope of works, have been prepared for blocks A, B and C of the development.

These have found issues throughout the building which include, but are not limited to:

- Construction of compartment walls
- Encasement of structural steel.
- Fire-stopping within external envelope.
- Fire-rating of service penetrations and fire dampers.
- Partition certification
- Services located outside service risers in certified enclosures

Further information will be provided at Stage 2, with full reports provided on appointment.

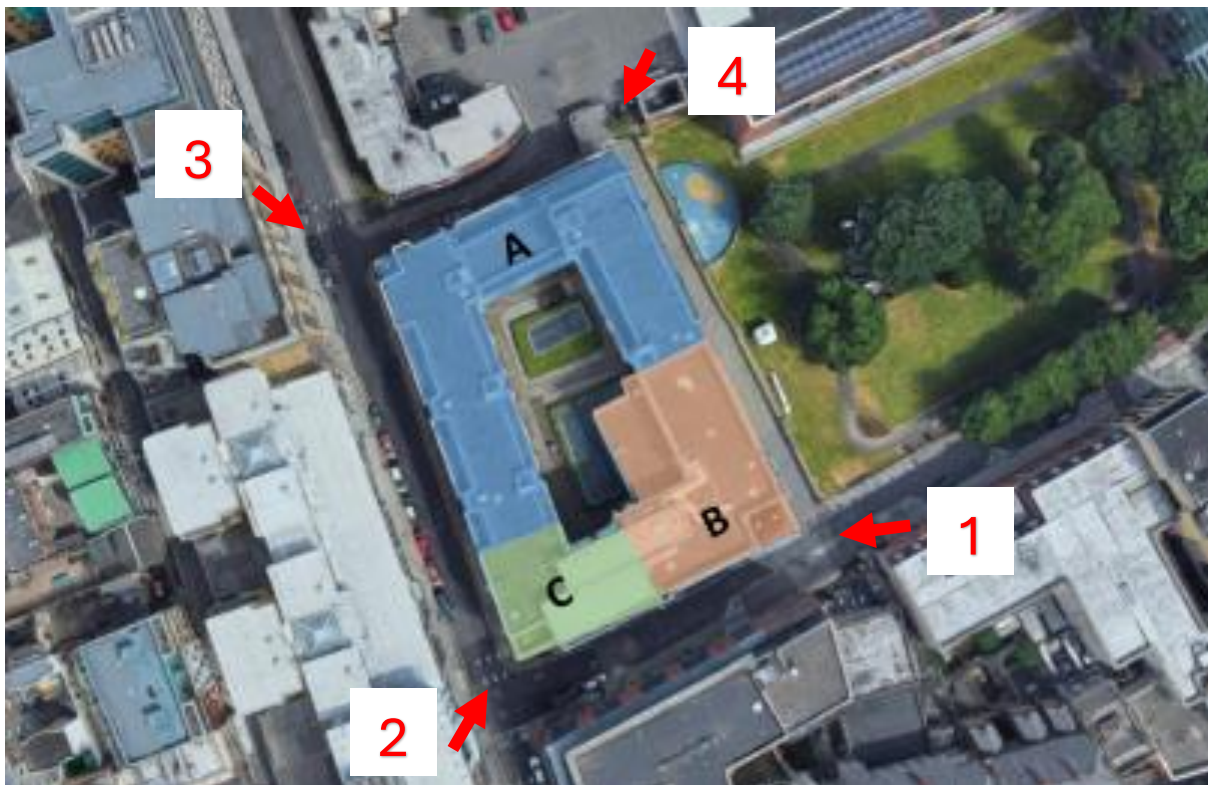
Additional related works which will be explored and may wholly, or in part, be included in works, including, but not limited to:

- Minor alterations including decoration necessitated by or parallel with fire safety remediation works that impact wall/ceiling profiles, floors, roof, finishes, etc.
- Thermal upgrade (Limited in extent) where cladding removed for fire safety remediation.

3.2. Project Location



Liberty Corner – Site Location



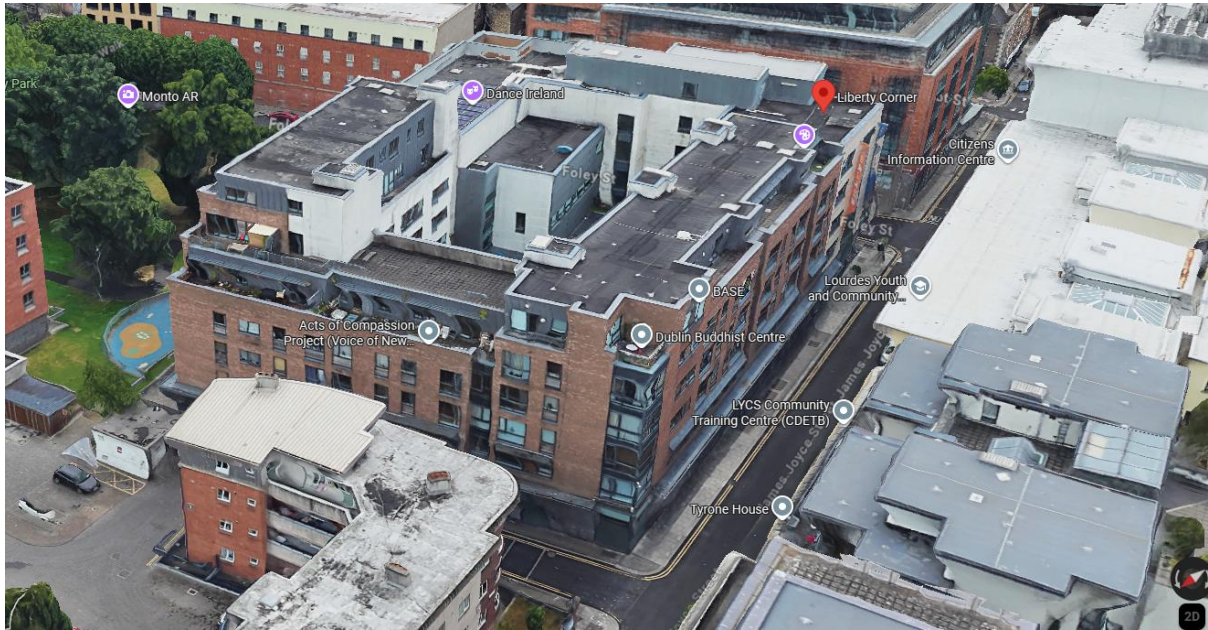
Liberty Corner, Key Plan of blocks



Aerial View 1 - from Liberty Park



Aerial View 2: Foley St – James Joyce St.



Aerial View 3: James Joyce Street - Liberty House Access Road



Aerial View 4; Liberty House Access Road – Liberty Park



Internal Courtyard – Block A



Internal Courtyard – Block B and C



Underground Carpark – Metal Cladding Block B

3.3. Project Particulars

Please see General Arrangement Architectural & Structural drawings included in **Appendix 1 - Drawings** for further information on the project.

Architect Horan Keogan Ryan

Civil & Structural Engineer Barrett Mahony Consulting Engineers



Appendix 1 content

Discipline	Dwg no.	Description	Author
Arch	535-02-00	Ground Floor Plan	HKR
Arch	535-02-01	First Floor Plan	HKR
Arch	535-02-02	Second Floor Plan	HKR
Arch	535-02-03	Third Floor Plan	HKR
Arch	535-02-04	Fourth Floor Plan	HKR
Arch	535-02-05	Fifth Floor Plan	HKR
Arch	535-02-06	Sixth Floor Plan	HKR
Arch	535-04-01	East and South Elevations	HKR
Arch	535-04-02	West and North Elevations	HKR
Arch	535-05-02	Sections C-C and D-D	HKR
C&S	01316-01_A1	Ground Floor G.A.	BMCE
C&S	01316-02_A1	First Floor G.A.	BMCE
C&S	01316-03_A1	Second Floor G.A.	BMCE
C&S	01316-04_A1	Third Floor G.A.	BMCE
C&S	01316-05_A1	Fourth Floor G.A.	BMCE
C&S	01316-06_A1	Fifth Floor G.A.	BMCE
C&S	01316-07_A1	Sixth Floor / Roof G.A.	BMCE
C&S	01316-08_A1	High Level Roof G.A.	BMCE

End.