

Appendix J - Schedules A and B Conditions of Engagement[For a word version of this document click here](#)**SCHEDULE A: CONTRACT PARTICULARS****1. APPOINTMENT****1 Client, Consultant, Contact Details**

Client	
Name	Limerick and Clare Education and Training Board
Telephone	065-3828107
Mobile	N/a
Fax	N/a
Email	climateandcapital@lcebtb.ie

Client's Representative	
Name	Gerard Fannin
Telephone	As above
Mobile	As above
Fax	As above
Email	As above

Consultant	
Name	TBC
Telephone	TBC
Mobile	TBC
Fax	TBC
Email	TBC

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Consultant's Representative	
Name	TBC
Telephone	As above[amend if different]
Mobile	As above[amend if different]
Fax	As above[amend if different]
Email	As above[amend if different]

2 PROJECT:

Mechanical & Electrical Consultancy Services for Emergency Works Upgrade of Electrical Installations in Coláiste Mhuire, Askeaton, Co. Limerick for Limerick and Clare Education and Training Board. The project consists of the upgrade of Electrical Installations in the school which are deficient and also the life safety systems and gas safety system which are a combination of various alterations and extensions completed to now obsolete design standards. A more detailed project scope has been included at Appendix C.

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

Scope of work [Appendix C] and Form of Tender
Tender Proposal Form

Available on the web at <https://www.gov.ie/en/collection/ddc58-school-building-and-design/>:
The Design Team Procedures and associated Practice Notes current at the date of appointment; DoE TGD001 to TGD007, and DoE TGD020 to TGD032 and all relevant School Design Guides.

2. PERFORMANCE**12 Consultant has no authority to make –**

any Change Order with an extra value above: € 2000 exclusive of VAT

Change Orders in any three month period with a cumulative extra value above: € 2000 exclusive of VAT

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

not applicable

18 Insurance types, terms

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	€ 0.75 m.	1.5% of turnover, whichever is less.	From start to completion of the Services; and 6 years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6.5m	€ 0	From start to completion of the Services.

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Employers' Liability for death, injury, to employees	€ 13.0m	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

4. PROGRESS, PERIODS**6 Total Performance Period**

The Total Performance Period is 8 months + defects liability period (normally 12 months) + 3 months Client Float days starting on the day the Parties made the Contract.

7 COORDINATION**5 Facilities from the Client**

N/a

6 Client's resident staff

N/a

11 Team Leader

The Consultant is team leader.

10. PAYMENTS**4 Interest**

The rate of interest payable on Client's wrongful deduction is 5% p.a.

13. INTELLECTUAL PROPERTY, DOCUMENTS**11 Transfer**

There is not transfer to the Client instead of licence.

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	N/a
Types of project:	N/a

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: n/a

18 Publicity

Consent to publicity is required from the client.

14. TERMINATION**29 Payment where Client terminates at will**

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 10% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], 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**

not applicable

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 Royal Institute of Architects of Ireland**

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 Public Works and Services Arbitration Rules 2008.

SCHEDULE B: CONSULTANT'S SERVICES AND FEES**FOR PROJECTS FUNDED UNDER THE SUMMER WORKS SCHEME OR EMERGENCY WORKS GRANT SCHEME ONLY****CONSULTANT'S STAGE SERVICES**

The Consultant's appointment is for **Stage (i) to (iii)** as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process as tabled below **is** included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier as tabled below **is** included in the Services tabled below [and the Stage Fees].

TOTAL FEE

Lump Sum

STAGE SERVICES	Performance Period from permission to start [4.1]	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Stage (i) Project up to and including Tender action and report					
Project up to and including Tender action and report	120 days	approved Tender report	70%	n/a	10%
Stage (ii) Construction up to and including handover					
Construction up to and including handover	120 days	Certificate of completion	Substantial	25%	n/a
Sub-Stage (ii a) n/a	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii b) n/a	n/a days	n/a	n/a%	n/a	n/a%
Sub-Stage (ii c) N/a	n/a days	n/a	n/a%	n/a	n/a%
Stage (iii) Completion of Project including Defects Certificate					
Completion of Project including Defects Certificate	365 days	Defects Certificate	5%	n/a	%
Stage (iv)					
	n/a days		n/a%	n/a	n/a%
Stage (v)					
	n/a days		n/a%	n/a	n/a%

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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 2006, 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

ASSIGNED CERTIFIER SERVICES	Performance period	
All the duties of Assigned Certifier in accordance with the requirements of the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspecting and Certifying Buildings and Works, February 2014, 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 Time Charges apply to Stage Services [if scheduled], suspension [4.22], Client's Changes [clause 11].

Grade	€ per hour (exclusive of VAT)
Project Director	n/a
Employers Representative	n/a
Project Manager	n/a
[Each] Senior Architect/Engineer	n/a
Project Architect/Engineer	n/a
Clerk of Works / Resident Engineer [employed directly by Consultant]	n/a
Assistant Clerk of Works / Resident Engineer	n/a
Site Inspector	n/a
Senior Technician	n/a
Junior Technician	n/a
Administrator	n/a
Project Supervisor for the Design Process	n/a
n/a	n/a
	n/a

MANAGEMENT SERVICES**[Included in Stage Services as relevant, and in the Total Fee and Stage fees]**

REPORTING		
Timing	Contents	Method
n/a	As relevant (current) Design Team Procedures and Practice Notes	As relevant (current) Design Team Procedures and Practice Notes
COMMUNICATIONS [clause 6]		
As required; As relevant (current) Design Team Procedures and Practice Notes		
COORDINATION [7]		
As required to complete project satisfactorily		
COOPERATION [8]		
As required to complete project satisfactorily		
PAYMENTS [9]		
As Clause 9 CoE on satisfactory completion of milestones in Stage Services above		
CLIENT'S CHANGES [11]		
As relevant (current) Design Team Procedures and Practice Notes		
TERMINATION [14]		
n/a		
ALERTS, FOLLOW UP		
n/a		