

Tender and Schedule

for

<i>The Provision of</i>	Provision of Architect Led Multi-Disciplinary Consultant Design Team Services
<i>For</i>	The Design and Construction of a Social Housing Scheme at the site known as the Black Cat, Black Mill Street, Kilkenny to be constructed using PW-CF-2 Public Works Contract for Building Works Designed by the Contractor

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

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

Tender

To	<i>The Contracting Authority</i>	Kilkenny County Council
	<i>Address of Contracting Authority</i>	County Hall, John Street, Kilkenny.
	<i>For the attention of</i>	Tender Operations
Date:		

Contract	<i>For the provision of</i>	Full Architect Led Multi-Disciplinary Design Team Services
In relation to	<i>Project title</i>	Design of a Social Housing Scheme at Black Mill Street, Kilkenny

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:

Not Applicable	euro excluding VAT for the Whole Stage/Stage(s),
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as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

Insert %	% for the Whole Stages (i) to (v)
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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
Core - Consultancy Services	
Project Director/Design Team Leader (Architecture)	€

<i>Employer's Representative</i>	€
<i>Project Architect</i>	€
<i>Architectural Technologist/Technician</i>	€
<i>Project Civil/ Structural Engineer</i>	€
<i>Civil/ Structural Technician</i>	€
<i>Project Building Services Engineer</i>	€
<i>Building Services Engineering Technician</i>	€
<i>Project Quantity Surveyor</i>	€
<i>Assigned Certifier</i>	€
<i>Administrator</i>	€
<i>Design Certifier</i>	€
<i>Project Supervisor for the Design Process</i>	€
<i>Landscape Architect</i>	€
<i>HPI Assessor</i>	€
<i>DAC Consultant</i>	€
<i>Fire Safety Consultant</i>	€
<i>Conservation Architect</i>	€
<i>BIM Manager</i>	€

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

- 180 days 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 PARTICULARS¹

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.

1. APPOINTMENT

1 Client, Consultant, Contact Details

Client	
Name	Kilkenny County Council
Telephone	056-7794900
Mobile	
Email	housingcapital@kilkennycoco.ie

Client's Representative	
Name	Jan McIntyre, Senior Executive Architect
Telephone	056-7794962
Mobile	
Email	jan.mcintyre@kilkennycoco.ie

Consultant	
Name	
Telephone	
Mobile	
Email	

¹ Completed by the Client

	Consultant's Representative
Name	
Telephone	
Mobile	
Email	

2 Project

Provision of Architect Led Multi-Disciplinary Consultant Design Team Services for the Design of a Social Housing Scheme at Black Mill Street, Kilkenny

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

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
 - The Standard Conditions of Engagement for Consultancy Services (Technical) COE1 published on www.constructionprocurement.gov.ie on the date 10 days before the latest date for submission of tenders (disregarding any amendments posted on that date).
4. Form of Tender and Schedules A&B FTS9.
5. KCC COE1 Description of Services Document
6. Supporting Information document Design Brief including drawings.
7. The Tenderers Response to the Qualitative Award Criteria A, B & C
8. Any post-tender clarifications referenced in the Letter of Acceptance.
9. Collateral Warranties from each sub-consultant as set out in form MF-2.3 included with the Tender Documents.
10. Professional Indemnity Insurance Certificate as set out in the form MF 2.1 included in the Tender Documents.
11. Appointment of Project Supervisor for the Design Process
12. Any supplementary information issued by the Contracting Authority during the Tender Period which is stated to amend the Contract Documents.

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 2,000 exclusive of VAT

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

€ 5,000 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).

Client / Client's Representative to be informed of any change order as soon as possible.

17 Limit of Liability

The Liability Cap is:

€ 6,500,000 / (euro) ²

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.

² 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
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence. The conditions provide for claims for breach of professional duty or civil liability as well as negligence. The jurisdiction in which claims can be lodged and settled includes IRELAND	Each and every claim or series of claims arising out of the same originating cause³ €2,600,000 Architect, Civil Structural Engineers and Fire Consultants €2,000,000 all other Principal Service Providers OR Per claim and limited in the Annual Aggregate⁴ €	2.0% of gross fee turnover, or €5,000 whichever is greater	From start to completion of the Services; and 12 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	€ 6,500,000	€ 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	€ N/A	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

³ The Each and Every Insurance for the purpose of the Tender

⁴ The Annual Aggregate Insurance for the purpose of the 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

6 Client's resident staff

To be determined - clerk of works / site technician may be provided on a part time basis for construction period subject to Dept Funding

11 Team Leader

The Consultant is 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 25th 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 Current ECB rate plus 2% p.a⁵.

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	
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14 Licence

Client may use Consultant's design etc. for –

Individual projects:	without limitation, the construction, completion, reconstruction, modification, repair, maintenance, use, letting, sale and advertisement of the works or any part thereof
Types of project:	Similar or nearby projects. The Consultant shall not be liable for any use by the Client of the documentation for any purpose other than that for which such documentation was produced / provided by the Consultant

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: included in the fees payable in respect of the service contract awarded under the terms and condition is this contract.

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

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

- 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).
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 5% 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

The procedure set out in Clause 13.1 of the Public Works Contract for Building Works Designed by the Contractor available at <http://constructionprocurement.gov.ie>

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 the RIAI

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 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 included in the Services [and the Stage Fees].

DESIGN CERTIFICATE SERVICES

The Consultant is required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

TOTAL FEE [9]

Percentage of Project costs:

STAGE SERVICES

Stage (i) Preliminary					
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]
Whole Stage - see scope of services document		See COE1 Description of Services Document	15%		5%

STAGE SERVICES

Stage (ii) Design					
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]
Whole Stage	See COE1 Description of Services Document	See COE1 Description of Services Document	45%		5%

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

STAGE SERVICES

Stage (iii) Tender Action, Evaluation, Award					
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]
Whole Stage	See COE1 Description of Services Document	See COE1 Description of Services Document	10%		5%

STAGE SERVICES

Stage (iv] Construction					
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]
Whole Stage	See COE1 Description of Services Document	See COE1 Description of Services Document	25%		5%

STAGE SERVICES

Stage (v) Handover of Works					
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]
Whole Stage	See COE1 Description of Services Document	See COE1 Description of Services Document	5%		5%

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

Refer to 1(a) COE1 Description of Services – Black Cat & 1(b) COE-1v2.j COE for Consultancy Services (Technical) – Black Cat for details of all Stage Services

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)
Project Director/Design Team Leader (Architecture)	
Employers Representative	
Project Civil/ Structural Engineer	
Civil/ Structural Engineering Technician	
Project Architect	
Architectural Technician	
Project Building Services Engineer	
Building Services Engineering Technician	

Grade	€ per hour (exclusive of VAT)
Project Quantity Surveyor	
Assigned Certifier	
Administrator	
Project Supervisor Design Process	
Landscape Architect	
Fire Safety consultant	
DAC consultant	
BIM Manager	
Design Certifier	
Conservation Architect	

MANAGEMENT SERVICES

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

REPORTING		
Timing	Contents	Method

Within 7 days of appointment Start.	Development of the overall strategy including programme and details of key team members that meets the requirements of the Project Brief.	By presentation at meeting with the Client's Representative and in pdf format to the clients representative.
As set out in the Capital Works Management Framework-Social Housing Design	As per agreed programme dates consultants shall ensure to have up to date health and safety, drawings, cost reports, risk management report, progress report and relevant documents for presentation at each Project Review Stage.	By presentation at meetings with the client representative and by report in pdf format and 2 scaled hard copies to the Client's Representative.
Design/ internal technical review/ Build Approval Stages 2-4 Review.	Summary of, observations and conditions made including implications and recommendations.	By presentation at meetings to the client representative and by report in pdf format to the client representative.
Part 8	Drawings, reports, 3d visuals and supporting documentation for Part 8 Statutory Approval Application. Prepare response to observations made. Post Part 8 evaluation.	As required by presentation at relevant MD meetings. By 8 scaled hard copies and in pdf format to client representative.
Fire cert	Drawings, reports, and supporting documentation for Fire Cert Statutory application. Prepare response to RFI and CFI.	Hard copies as required, and in PDF format to client representative.
DAC	Drawings, reports and supporting documentation for DAC application. Prepare response to RFI and CFI	Hard copies as required, and in PDF format to client representative.
Pre-Tender / Tender process	Confirm performance specification and tender documents. Summary of procurement strategy, tender process, evaluation of submissions, quality assessment, results, evaluation and recommendation.	PDF format to client representative. Up to 3 representatives to sit on tender assessment board to assess cost and quality criteria, prepare appropriate responses to award criteria and endorse results. By presentation at meetings to the client representative and by report in pdf format to the CR.
Pre Construction review/	Review + report on documents	By report in pdf format to client

REPORTING

Timing	Contents	Method
Construction Stage	dwg, contractors design team, compliance samples, programme specifications from contractor.	representative.
Monthly progress report to client during construction phase.	Verify Contractor's proposals at place of manufacture.	By telephone and email or by report in pdf format when required.
Contract administration - fortnightly site meetings in line with contractors programme.	Assigned Certifier and ER role. Review and make recommendation of contractors claims and payment claims. Monitoring of programme, quality and workmanship. Performance measurement information. Intermediate reporting at fortnightly intervals summarising progress and noting client information/ instruction requests .	Inspections. Minutes.
Post Construction Review.	Confirmation of final account. Post project review.	By telephone and email or by report in pdf format when required.
As appropriate	Summary of item that requires attention.	By telephone and email or by report in pdf format when required.
At Project Review Stages is preferred. If a matter of urgency a separate contact may be made	If the consultant wishes to supplement an area of expertise by employing a subconsultant, the consultant must furnish details of the proposed sub-consultant's experience and PI insurance. If the area subject of the subconsultants exceeds a value of 5% of the works contract than a separate collateral warranty with the subconsultant will be required.	In writing at least 5 days prior to the relevant Project Review Stage

TRANSFERS [3]

Timing	Contents	Method
At Project Review Stages is preferred. If a matter of urgency a separate contact may be made	If the consultant wishes to supplement an area of expertise by employing a subconsultant, the consultant must furnish details of the proposed sub-consultant's experience and PI insurance. If the area subject of the subconsultants exceeds a value of 5% of the works contract than a separate collateral warranty with the subconsultant will be required	In writing at least 10 working days prior to the relevant Project Review Stage

COMMUNICATIONS [6]

Timing	Contents	Method
As appropriate Proposed instruction / Change orders / Directions / Contractors Proposed Alternatives / Contractors claims / ER Determinations	Summary of the item including impacts, implications and recommendations.	By telephone and email or report in pdf format when required to client representative and contractor.
Fortnightly Intermediate reporting throughout the Social Housing Design and Build Approval Process Stages 2-4 and Consultancy Stage Services i-v and monthly during defects liability period of 12 months.	Report summarising progress, key issues, risks, programme, costs and client information requests / instructions requests.	By telephone and email or by report in pdf format when required.
Consultancy Stage iv+v	ER during the construction stage including chairing of fortnightly site meetings. Managing of Defects liability and the resolution of defects.	Record of site meeting minutes in pdf format to client representative. Promptly follow up on any actioned items.
Contractors payment	Evaluate contractors payment claims and make recommendations.	Issue Architects and QS certificate of payment. Present contractors invoice for payment
Proposed instruction / Change orders / Directions / Contractors Proposed Alternatives / Contractors claims / ER Determinations / Quality / Workmanship	Evaluate and make recommendation.	By email or report to client representative.

COORDINATION [7]

Timing	Contents	Method
From Project Award	Access to the subject site for the purposes of carrying out any necessary surveys investigations etc.	Access is provided to the site. Arrangement for access to be made with the Client authorised representative
At any time upon receipt of request	Information in relation to services or other matter in as much as the information is available to the client	Requests to be made via the Client appointed representative
Consultancy Stages i-v	Co-ordinate the design team to meet the programme target dates.	Promptly follow up on any actioned items.
	Attendance at regular Design Team Meetings / site meetings/ H+S meetings	Email progress reports in pdf format to client representative.
	Management and co-ordination of contractors programme.	Email progress reports in pdf format to client representative
	BCAR - Ancillary Certifier to co-ordinate Building Regulation Compliance Inspections	As per agreed inspection plans.

COOPERATION [8]

Timing	Contents	Method
Consultancy Stages i-v	Liaise and consult with the entire design team, PSDP, PSCS, sub-consultants throughout the entire project development. Liaise with the internal county council departments as well as Irish water and utilities. Liaise with the contractor and PSCS. Liaise with the client representative and employer.	Attend client Design Team and Site meetings and through regular correspondence as required.

PAYMENTS [9]

Timing	Contents	Method
Stages i, ii & iii	At the successful completion of review and sign-off by Client of outline design, detailed design and tender process.	By EFT
Stage (iv)	Payments of the fee appropriate to this stage shall be made in as detailed in Schedule B	By EFT
Stage (v)	Upon completion of the Project Review/agreement of the final account or end of the defects liability period whichever is latest.	By EFT

CLIENT'S CHANGES [11]

Timing	Contents	Method
As they arise, within one week of Client request requiring a change	Effect of required change on the design and the consequences of the request on progress and potential cost shall be costed and agreed with the consultant.	Changes shall be instructed in writing by the Client's Representative

TERMINATION [14]

Timing	Contents	Method
Should it arise	As specified under Clause 14	By means of a registered letter to the Representatives of either party to this agreement
On termination if applicable	Design Team to prepare a comprehensive handover report covering all contract obligations	Written Report

ALERTS, FOLLOW UP

Timing	Contents	Method
Conflict of Interest [2.29]	Details of Conflict of Interest- 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].	By written communication within two working days of the circumstances becoming apparent
Consultant will alert Client as soon as aware of likely: -circumstances likely to require change in agreed scope of construction works - Consultant variation required beyond consultant's authority limit set out in 2.11 above -Insurance default		All to be delivered by email. Consultant shall alert Client's Representative as soon as they are aware of: circumstances likely to require a change in the agreed scope of construction works. change order of an amount greater than that set out in [2.12]. insurance default [2.19]. information, access, assistance, urgently needed [7.1-6]