PROCEDURES MANUAL

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1. INTRODUCTION

1.1 The Developer shall comply with this procedures manual (the "**Manual**") in connection with the design, construction and completion of the Works.

1.2 Terms not defined in this Manual shall take the meaning given to the term in the Development Agreement.

1.3 References to "Paragraphs", means paragraphs within this Manual. References to "Clauses", means clauses within the Development Agreement.

2. DOCUMENTS TO BE DELIVERED PRIOR TO THE WORKS COMMENCING ON THE PROPERTY

2.1 The following documents shall be delivered to the Employer prior to commencing any Works:

(a) the Construction and Environmental Management Plan (in the form required by Paragraph 3);

(b) the Construction Stage Safety and Health Plan

(c) evidence of the appointment and acceptance of the PSDP and PSCS and, where applicable, submission of the AF2 notification

(d) list of key personnel, to the standard required by this Manual, to the satisfaction of the Technical Monitor (see Paragraph 5);

(e) evidence of a valid and registered Commencement Notice, including the associated BCMS certificates, notices of assignment, undertakings, Preliminary Inspection Plan and schedule of compliance documents

(f) evidence that an application for the applicable Disability Access Certificate has been submitted.

(g) the applicable Fire Safety Certificate and supporting compliance drawings or, where works are commencing before the certificate is granted, evidence of a valid 7-Day Notice.

(h) a planning compliance tracker, in Excel spreadsheet format, in a form to be agreed with the Technical Monitor, identifying all planning conditions, responsibilities, required dates, status and supporting compliance

(i) evidence that all planning conditions applicable before commencement of the Works have been satisfied

(j) a Phasing and Site Logistics Strategy showing the proposed construction and handover phases, parking, hoarding, access, traffic management, craneage, deliveries, storage and interfaces with completed or occupied areas

(k) the construction programme prepared in accordance with Paragraph 10 and coordinated with the design, procurement, statutory approval, testing, commissioning and handover requirements;

(l) a Project Quality Plan covering inspections, testing, technical submittals, benchmarks, first-of-kind reviews, non-conformances and quality records;

(m) the initial list of benchmarks and first-of-kind Register linked to the construction programme as agreed with Technical Monitor and updated throughout the Works;

(n) an initial Product Submittals Register identifying the products and materials for which product data sheets, declarations of performance, certification, warranties or other compliance information are required, as agreed with the Technical Monitor.

(o) an initial Work Package and Inspection and Test Plan Register, to be developed and updated throughout the Works;

(p) an initial project risk register covering the principal design, construction, statutory, utilities, environmental and third-party risks;

(q) the Design Responsibility Matrix, in the form required by Paragraph 7;

(r) evidence of Home Performance Index (**HPI**) registration, together with an initial schedule of the applicable sustainability and energy-performance requirements;

(s) the categories and/or extent of Reviewable Design Data (as defined in Paragraph 9), to be submitted as part of design development, as agreed with the Technical Monitor;

(t) where applicable, evidence of the utility approvals, licences, surveys, third-party consents and specialist management plans required to commence the Works or the relevant work; and

(u) such other information as may be set out in The Particulars.

2.2 The Developer shall keep the applicable plans, programmes, schedules and registers updated throughout the Works

2.3 Any review, comment or acceptance by the Employer or Technical Monitor shall not constitute approval of the Developer's design or method of construction and shall not relieve any project participant of its obligations or responsibilities.

3. CONSTRUCTION AND ENVIRONMENTAL MANAGEMENT AND EXECUTION PLAN

3.1 Not less than ten (10) Business Days prior to commencing the Works, the Developer shall provide a project-specific construction and environmental management plan to the Technical Monitor for review and comment.

3.2 The CEMP shall comply with Good Industry Practice and set out the Developer's arrangements for:

(a) construction methodology, sequencing and phasing;

(b) site establishment, logistics, access, traffic, deliveries, storage, craneage and security;

(c) interfaces with adjoining properties, occupied areas, utilities and third parties;

(d) noise, dust, vibration, waste, water, pollution prevention and other environmental controls;

(e) compliance with applicable planning conditions, licences and consents;

(f) management of site-specific risks and constraints;

(g) emergency response and communication with affected parties; and

(h) monitoring, record-keeping and reporting

The CEMP shall be coordinated with the construction programme, Construction Stage Safety and Health Plan and Planning Compliance Tracker.

3.3 The Developer shall respond to and, where appropriate, address comments made by the Technical Monitor and shall comply with, and procure compliance by Developer Personnel with, the CEMP. The relevant Works shall not proceed while a material comment concerning statutory or planning compliance, public safety, environmental protection or third-party rights remains unresolved. The CEMP shall be kept updated throughout the Works, with material revisions provided to the Technical Monitor before implementation or, in an emergency, as soon as reasonably practicable afterwards. Review or comment by the Technical Monitor shall not constitute approval of the CEMP or the Developer's construction methodology

3.4 The Developer shall prepare and implement a Temporary Works Management Procedure identifying the responsible persons, Temporary Works Register and arrangements for design, checking, inspection, control of changes and required records. Significant temporary works risks shall be recorded in the Project Risk Register and coordinated with the relevant duty holders and project participants.

4. COMMON DATA ENVIRONMENT

4.1 The Developer shall provide and maintain an online common data environment which provides a centralised storage repository for all data relating to the Works (such environment is referred to in this Manual as the "common data environment" or "CDE").

4.2 The nature and functionality of the CDE shall be in accordance with Good Industry Practice and shall ensure appropriate revision control, audit trails, security, backup and recovery arrangements. The Employer, the Cost Monitor, Technical Monitor and any nominees of the Employer shall have unrestricted, continuous access to the CDE and all information stored on it, including all folders, records and historic revisions. Such access will be irrevocable and continue until the expiry of the Defects Liability Period (or the date on which the Retention is paid to the Developer, if later).

4.3 The Developer will procure that all relevant Developer's Personnel, including its Professional Team shall use the CDE for the purposes of providing and managing any all design or construction related deliverables which are the subject matter of (i)their appointment or contracts or (ii) the Agreement.

Unless agreed otherwise, the CDE shall also be used for the purposes of:

(a) sharing monthly information to the Employer, Cost Monitor and Technical Monitor;

(b) sharing information relating to the subject matter of the Agreement including (without limitation) drawings, specifications, trackers, programmes, snagging lists, and construction issues and queries raised by the Technical Monitor during inspections (including quality issues, benchmarks and snagging) with the intent that such construction issues and queries are submitted to and closed out on the CDE platform;

(c) delivering and tracking the delivery of Completion related deliverables during the course to the Works;

(d) tracking performance of the sustainability metrics set out in Paragraph 16 of this Manual;

4.4 The Developer will use all reasonable endeavours to procure that the above information is uploaded to the CDE on a real-time basis and that (contemporaneously with each upload), the Employer, Cost Monitor and Technical Monitor are notified via the CDE of the information so uploaded. The Employer, Technical Monitor and Cost Monitor shall be entitled to download, reconfigure and/or print any information contained in the CDE.

4.5 The Developer shall ensure that the access rights to the CDE shall continue following any termination of the Agreement, including any termination following insolvency. Where deemed necessary by the Employer the Developer shall procure a direct licence in favour of the Employer on the terms of this paragraph 4 with any third-party host of the CDE.

4.6 The Developer shall provide the Employer with a complete, indexed and usable electronic export of the CDE at Completion, on termination of the Development Agreement and at any other time reasonably required by the Employer.

5. ROLES AND RESPONSIBILITIES

5.1 The Employer is relying on the skill and experience of the Developer and the Developer's Personnel to design, construct and complete the Works in accordance with the Agreement. The Developer shall ensure that it has all necessary and experienced technical and management resources available to properly perform its obligations under the Agreement.

5.2 Prior to commencing the Works, the Developer shall furnish to the Technical Monitor a list of key personnel, together with evidence of their experience and who are responsible for the following roles/aspects of the Works.

(a) Contracts Director;

(b) Contracts Manager;

(c) Site Manager;

(d) Design Coordination Manager;

(e) Planning and programme management;

(f) Quality management, including inspections, testing, benchmarks and first-of-kind reviews;

(g) Finishing Foreman Lead;

(h) HPI Certification, sustainability and taxonomy deliverables management;

(i) BCAR compliance;

(j) Health and Safety;

(k) fire strategy implementation, including quality control in respect of fire stopping;

(l) mechanical and electrical services

(m) testing and commissioning;

(n) Practical Completion management and handing over; and

(o) snag management and aftercare management.

5.3 Evidence of experience must be aligned with the roles for which they are responsible, as set out above. One person may undertake more than one role where the Developer demonstrates that the person has the required competence and sufficient capacity to perform each role. The Technical Monitor shall have the right to object to any such personnel if the Developer cannot properly demonstrate that such personnel have the level of experience required by this Paragraph. Where the Technical Monitor objects in accordance with this Paragraph the Developer shall not appoint such person for the Works and instead procure a replacement person who does comply with the requirements.

5.4 The Developer shall procure that the key personnel are engaged on a full-time basis on the Development to perform the roles described above, except for the roles referred to in Paragraphs 5.2(h), 5.2(i), 5.2(j) and 5.2(k) who are required to be engaged on a full-time basis from the date on which the activity relating to their role first commences on the Property.

5.5 During the construction of the Works, the Developer shall ensure that any replacement of the prescribed roles above have at least equivalent qualifications and experience. The Developer shall demonstrate such equivalence to the Technical Monitor prior to the appointment of any such replacement.

5.6 The Developer shall, and shall procure that all such key personnel, proactively engage with, cooperate with, attend meetings with, and promptly respond to any queries raised by the Technical Monitor or the Employer from time to time.

5.7 Without prejudice to the right of the Technical Monitor to require and insist on performance in the manner expected under this Paragraph, the Technical Monitor shall not be entitled to instruct or direct any such key personnel in the performance of their duties.

6. HEALTH AND SAFETY

6.1 The Developer shall take full responsibility for the safety of all persons on the Property. The Developer shall take all necessary steps to secure the safety of all such persons and to protect users, owners and occupiers of land adjacent to the Property from hazards and interference arising from the Works.

6.2 The Developer will procure that the Works (and all related activities on the Property) are carried out in accordance with the Law (including the Safety, Health & Welfare at Work (Construction) Regulations 2006-2013, and in accordance with Good Industry Practice.

6.3 The Developer shall immediately notify the Employer and Technical Monitor of any fatality, serious injury, dangerous occurrence or other actual or potential significant health and safety event relating to the Works. An initial written report shall be issued within two (2) Business Days and shall include, as applicable:

(a) the date, time and location of the event;

(b) the type and description of the event;

(c) details of any injury, property or equipment damage;

(d) relevant details of injured persons and witnesses, subject to applicable data-protection requirements;

(e) first aid provided, medical treatment sought and emergency-service involvement; and

(f) the immediate actions taken to make the area safe.

6.4 Other accidents, incidents, near misses and first-aid cases shall be recorded and notified to the Employer and Technical Monitor as soon as reasonably possible.

6.5 The Developer shall investigate the event and provide the Employer and Technical Monitor with the confirmed root cause, corrective and preventive actions, responsible persons and target completion dates. The Developer shall provide regular updates until all material actions have been closed.

6.6 The Developer shall promptly notify the Employer and Technical Monitor of any visit, inspection, investigation, report, notice, direction, enforcement action or proceedings by the Health and Safety Authority relating to the Works. Copies of all material communications with the Health and Safety Authority, including any communication concerning the Developer, Developer Personnel or Employer, shall be provided, except to the extent properly subject to legal privilege. Where an event is reportable to the Health and Safety Authority, the Developer shall confirm when it was reported and provide a copy of the report.

6.7 The Developer shall facilitate and cooperate with any health and safety inspection or audit carried out by the Employer or any third party appointed by the Employer. The Developer shall promptly respond to any findings and keep the Employer and Technical Monitor informed until all material actions have been closed. Any such inspection or audit shall not relieve the Developer or any other duty holder of their obligations or responsibilities

7. DESIGN RESPONSIBILITY - INTERFACE MANAGEMENT

7.1 Not less than ten (10) Business Days prior to Works commencing on the Property, the Developer shall provide a design responsibility matrix (the "**Design Responsibility Matrix**") which is consistent with the form and detail set out in sample matrix set out in Appendix 4. The matrix set out in Appendix 4 may include trades and activities which may not be relevant to the Works under this Agreement. They are provided for

illustration purposes only to demonstrate the expected level of detail required for the Works under this Agreement.

7.2 The matrix to be provided should include as much information as may be available at the time, to describe the design responsibility interfaces between the Developer and the Developer Personnel. The Developer shall add to and enhance such matrix as necessary and in any case, monthly, to reflect design development, the appointment of additional specialist subcontractors and any change in design responsibility. The Developer shall not permit the relevant work to commence until responsibility for its design has been clearly allocated.

7.3 The Developer shall provide a copy of such updated matrix to the Technical Monitor and the Assigned Certifier monthly and/or when requested by the Technical Monitor. The Developer shall procure that the BCAR Inspection Plan and any ancillary certificate tracker is aligned with the said matrix (and if applicable, vice versa).

8. DESIGN OF THE WORKS

8.1 The Developer shall procure the detailed design of the Works in accordance with the Agreement.

8.2 As soon as practicable (and in any case within five (5) Business Days) after the date of the Agreement, the Developer shall procure a design development meeting with the Developer, the Professional Team, the Contractor and the Technical Monitor to agree:

(a) the approach for submission of design information to the Technical Monitor, in accordance with the design development programme referred to in Paragraph 10; and

(b) any sundry additional processes and protocols in relation to the design review procedure, in addition to the design review procedure set out in Paragraph 9.

Any agreed approach shall be implemented by the Developer and deemed to form part of the design review procedure.

8.3 The Developer shall procure any additional design review meetings with the Contractor, the Professional Team and the Technical Monitor, as the Technical Monitor may request from time to time.

8.4 Where the Technical Monitor has reviewed and is satisfied with a design or a specification, such design or specification shall not be amended unless it is subject to approval in accordance with the design review procedure.

9. DESIGN REVIEW PROCEDURE

9.1 Unless the Agreement expressly provides otherwise, the following procedure will apply to the submission of plans, drawings, samples, products, mock-ups, benchmarks and other design related information ("**Reviewable Design Data**" or "**RDD**") relating to the Works as agreed with the Technical Monitor.

9.2 Unless agreed otherwise, each submission under the design review procedure will be made and responded to via the CDE, as referred to above, and will be accompanied by a copy of the document (in electronic format) to be reviewed (including, where applicable, any Reviewable Design Data), or a statement of the proposed course of action (the entire contents of a submission being referred to in this Schedule as a "**Submitted Item**"). Each Submitted Item shall be complete, coordinated, clearly

identify its revision and status and be submitted sufficiently in advance of the relevant work to allow for review, comment and resubmission where required.

9.3 Within ten (10) Business Days of the date of receipt of the RDD (or re-submission, as the case may be) by the Technical Monitor (or such other period as the Parties may agree), the Technical Monitor will return a response acknowledging that the Employer has "no comment" or has "comments" (which shall be construed to include objections or rejections) as appropriate. If the Technical Monitor fails to provide a response to any Submitted Item in accordance with this Paragraph, within ten (10) Business Days (or within such other period as the Parties may agree in writing) of the date of receipt of a submission by the Technical Monitor, the Technical Monitor will be deemed to have returned the Submitted Item with an acknowledgement of "no comment". The Technical Monitor may request additional information to provide a purposeful review, in which case the 10 Business Day period referred to above (or such other agreed period) will run from the date of receipt of such additional information. A response of "no comment", whether issued or deemed, shall not constitute approval or acceptance of the Submitted Item.

9.4 If the Technical Monitor raises comments on any Submitted Item, it will state the grounds upon which such comments are based. Such grounds may include that the Submitted Item:

(a) is not in accordance with the Agreement, applicable Law, Planning Permission or Good Industry Practice;

(b) is incomplete, uncoordinated or inconsistent with other project information;

(c) may adversely affect quality, safety, sustainability, operation, maintenance, programme, Completion or the Employer as owner of the completed development; or

(d) may adversely affect the Developer's ability to perform its obligations under the Agreement.

The Developer shall respond to the comments and resubmit the Submitted Item where required.

9.5 If a dispute arises in relation to a Submitted Item, it may at the election of either the Developer or the Employer be referred to the Independent Architect for determination under the Expert Determination Procedure, as set out under the Agreement. Pending such determination, the Developer may at its own risk, and without prejudice to the Employers rights under this Agreement, proceed with further design or construction disregarding such comments until such determination is provided, but shall be liable for any costs and losses suffered by the Employer as a result, unless such determination is made in favour of the Developer.

9.6 Any response or failure to respond by the Technical Monitor under the provisions of this Paragraph, or this Agreement will not relieve the Developer of its obligations or liability under this Agreement nor is it an acknowledgement by the Employer or Technical Monitor that the Developer has complied with such obligations. For the avoidance of doubt, whether comments are made or not, or whether Reviewable Design Data is reviewed, or not, does not relieve the Developer of its obligations or liability under the Agreement.

10. PROGRAMME

10.1 General Obligations

All programmes submitted by the Developer shall be developed in accordance with Good Industry Practice. For the purposes of this Agreement, this is defined as compliance with the technical standards set out in the CIOB Guide to Good Practice in the Management of Time and the principles of the SCL Delay and Disruption Protocol.

10.2 The programme must:

(a) be fully logic-linked (precedence-based), shall clearly identify the critical path, key milestones, programme contingencies and available float.

(b) Be provided in both PDF and native electronic formats. Acceptable software formats include: Asta Powerproject (.pp), MS Project (.mpp), or Primavera P6 (.xer).

(c) Maintain high technical integrity; submissions will be assessed against Schedule Health Checks (based on industry standards such as the DCMA 14-Point Assessment), with a specific focus on logic density, minimal use of manual constraints, and realistic activity durations.–Maintain appropriate technical integrity and clearly identify the data date, activity durations, logic links, constraints, actual and forecast dates and available float. The Technical Monitor may undertake programme health checks, having regard to recognised industry standards.

10.3 The Developer shall respond to any queries and provide any requested backup information to the Technical Monitor to verify the programme's efficacy and accuracy.

10.4 Supporting Submission Requirements

Each baseline programme shall be accompanied by a programme narrative describing the proposed delivery strategy, sequencing, critical path, key assumptions, constraints, calendars, statutory and third-party interfaces and principal programme risks. The Developer shall provide, maintain and update programmes covering:

(a) **Design development** – which programme must include all necessary detail relating to the stage of design development, the coordination with the Design Responsibility Matrix, Reviewable Design Data, specialist design and technical submissions to be provided to the Technical Monitor in accordance with this Agreement and the timeline for tendering and contract award for the trade packages which are the subject matter of the design development.

(b) **Construction activities** - which programme must include, in detail, (i) pre-start activities, (ii) all construction activities (including critical path and key milestones), (iii) trade/sub-contractor procurement, including long-lead items, with separate linked illustration if necessary, (iv) milestone dates for power and water and foul drainage and the process for the coordination, installation and connection of statutory utilities on the Property, (v) testing and commissioning, including building services testing & commissioning, (vi) BCAR submission and validation milestones. The programme should clearly demonstrate an understanding of the commissioning process, snagging process and handover process, taking account of the Unit Benchmark Standard concept in the Agreement. The programme should also include detail of any float.

(c) **Benchmarking and Compliance Samples** – which programme must include the dates on which the benchmarks and first-of-kind/samples, the requirements of which are set out in this specification, must be made available for inspection and approval by the Technical Monitor. The programme should identify each benchmark/sample and the timeframes for access, assessment, opening up, technical queries & responses/ clarification and final approval by the Technical Monitor. Such programme must be approved by the Technical Monitor (acting reasonably).

10.5 If at any time the Works (including the activities referred to in paragraph 10.2 (a), (b) and (c)) do not reflect the then current programme, the Developer shall, if requested by the Technical Monitor, provide an updated programmes within five (5) Business Days of such request.

10.6 In respect of any programme provided under this Paragraph the Developer shall respond to any queries and provide any back-up information requested by the Technical Monitor to allow him/her to verify and satisfy himself/herself regarding the efficacy and accuracy of the relevant programme.

11. SITE MANAGEMENT

11.1 All construction work and related activities on the Property, and any offsite works in connection with (or being part of) the Works shall be managed and undertaken in accordance with Legal Requirements, Good Industry Practice, the Planning Permission (and any other Relevant Consents).

11.2 The Developer shall ensure that at all times, all aspects of the Works will be supervised by sufficient numbers of persons having adequate experience and qualifications. The Developer shall ensure that there is a high level of quality control provided in order to ensure a consistent high level of construction quality, including proper and consistent coordination of quality control of the trade/sub-contract packages and the interfaces between them.

11.3 The Developer shall ensure that the Property will be kept tidy and properly cleared of surplus materials, and waste. No goods, plant or materials will be deposited or stored on the Property, which are not required within a reasonable time for the carrying out of the Works. Materials shall be stored and protected in accordance with the manufacturer's requirements and Good Industry Practice.

12. EXISTING UTILITIES

12.1 The Developer shall be responsible for identifying, properly protecting, upholding, maintaining and preventing damage to all utility infrastructure, including pipes, conduits, apparatus etc. located within or adjacent to the Property. Utility infrastructure includes utilities related to drainage, water, gas, electricity, telephone and data/telecoms.

12.2 The Developer shall take all necessary steps to prevent any interruption to such utilities and shall coordinate any required diversion, isolation, protection or connection with the relevant utility provider and affected parties. The Developer shall provide reasonable advance notice to the Employer and Technical Monitor of any planned interruption that may affect the Works, adjoining properties or completed or occupied areas.

12.3 If any damage to such utilities results from the execution of the Works, the Developer shall take all steps necessary in accordance with Good Industry Practice to ensure that

such damage is made good without delay, to the satisfaction of the relevant utilities provider.

13. PROCURING UTILITIES IN CONNECTION WITH THE WORKS

13.1 The Developer shall be entirely responsible for the procurement of all utilities in connection with the Works, including making all payments in connection with such procurement. This obligation extends to procuring and entering into connection agreements and supply agreements with utility providers for electricity, water, gas, drainage and data/telecoms.

13.2 The Developer is responsible for the provision of all temporary electrical power and water supply and wastewater during the construction phase.

13.3 The Developer shall provide such information as the Technical Monitor may require in relation to the procurement of permanent utilities and the performance by the parties to any connection agreement with utility providers, including the timelines and any delays in making permanent connections to or by the utilities.

13.4 The Developer shall procure that any connection agreements and supply agreements for utilities are transferrable to the Employer or its nominees. The Developer shall ensure that any supply agreements are not deenergised or terminated. The parties agree that the supply agreement shall be transferred to the Employer (or its nominee) within thirty (30) Business Days following Practical Completion. The Developer will engage collaboratively with the Technical Monitor and/or the Employer in connection with the transfer of any supply contracts, including without limitation meter reading and coordination with utility providers regarding such transfer. The Developer shall remain responsible for the agreements and associated charges until the transfer is completed.

13.5 The Developer shall consult with the Employer in respect of the proposed utility suppliers and the terms of supply and coordinate and agree with the Technical Monitor the design related interfaces between the utilities and the Works. Commissioning and testing of the Works must be carried out using the permanent utility supply and not using any temporary supply.

13.6 To the extent that wayleaves or easements or leases are required to be granted by the Employer to a utility provider in connection with the installation of a utility's apparatus on the Property then the Employer will work collaboratively with the Developer to grant such reasonable land interests as Employer considers appropriate. The Developer must ensure that proper and prudent notification and lead-in time (not being less than sixty (60) Business Days) is afforded to the Employer to consider any request to grant any such land interests to a utility provider.

14. REPORTING DURING CONSTRUCTION

14.1 Unless expressly provided below, the following information should be provided each month, not later than the date on which each payment claims notice is provided to the Employer under the Agreement. The Employer and/or the Technical Monitor shall be entitled to make representations and observations to the Developer in respect of the same, and the Developer will take account of such representations and observations:

(a) the Projected Costs Statement, and any other documents specified in the Agreement to be provided for the purposes of any payment to the Developer. Such statement shall be accompanied by the latest cash flow in such form as approved by the Cost Monitor;

(b) the latest Developer's progress report, including (i) a lookahead forecast and a procurement status on each material works package (ii) latest programme (or confirmation of no change in the programme for the period);

(c) updated planning permission and relevant consent tracker;

(d) Health and Safety report;

(e) design development tracker - in the form of tracker to be agreed with the Technical Monitor setting out the status of design development and list of design items awaiting review or comment by the Technical Monitor, such tracker to include details of any Variations proposed;

(f) the then current Design Responsibility Matrix in accordance with the requirements of this Manual;

(g) a report on the status of achievement of the Sustainability Metrics, as required under this Agreement, in the form agreed with the Technical Monitor;

(h) a report on any quality issues (and Technical Monitor issues generally), including the status of outstanding issues raised by the Technical Monitor by reference to query and response tracker (to be issued by Technical Monitor to track any outstanding diligence queries or monitoring queries in the relevant period);

(i) sub-contractor key packages tracker, to include the names of key package providers, the off-site suppliers of key works components, the progress and location of the design and fabrication of them, and the status of delivery, installation, testing and commissioning of any such key works items;

(j) sub-contractor collateral warranty tracker, to include the status of maintenance of professional indemnity insurance held by the sub-contractors;

(k) a utilities tracker setting out the status of all utility related works, including connection dates and any material issues which might cause delay to the Works;

(l) Fire Safety Certificate and Disability Access Certificate condition tracker, or confirmation of no change;

(m) BCAR tracker;

(n) in the 3-month period leading up to the date for Practical Completion, trackers setting out:

- the status of completion of the Works by reference to the extent to which the apartment units and common areas have been checked and approved by reference to the relevant Unit Benchmark Standards;
- safety and operation & maintenance manual status;
- status of completion of testing and commissioning; and
- status of all documentary deliverables to be provided under the Agreement for the purposes of achieving Practical Completion.

(o) a statement on the status of progress with the local authority and in respect of the Part V Agreement and taking in charge requirements.

(p) Monthly construction and environmental management report detailing compliance with the Construction and Environmental Management Plan, including any environmental incidents, complaints, exceedances, breaches and outstanding corrective actions, together with the categories and weight of waste removed from site and subsequent treatment, including diversion to recycling, recovery or disposal. The report shall include monthly and cumulative totals of waste in each category and a statement on alignment with Taxonomy requirements relating to construction waste recovery targets (min 70% recovery and repurposing).

(q) the updated Project Risk Register, identifying any material changes to project risks and mitigation measures

(r) an updated change and Variation tracker identifying all proposed, instructed, agreed, rejected and outstanding changes, together with their current status and any anticipated cost or programme effect

(s) a Project Decisions and Actions Tracker identifying all material outstanding decisions, information and actions, including the responsible party, date raised, contractual basis where applicable, required response date, current status and any anticipated effect on the Works or programme. Decisions or actions required from the Employer shall be clearly identified.

(t) Such other reports or information as may reasonably be required by the Technical Monitor in connection with the Works.

15. BENCHMARKING AND COMPLIANCE SAMPLES

15.1 The Developer shall offer benchmarks and samples for review to demonstrate that materials and workmanship is in accordance with the quality requirements of this Agreement.

15.2 The initial list of benchmarks and samples shall be agreed between the Developer and Technical Monitor and shall be developed and updated by the Developer as necessary throughout the Works. The list shall include the following and any additional benchmarks or samples reasonably requested by the Technical Monitor, having regard to the nature, progress and risks of the Works:

(a) Standard Unit, as described in Paragraph 24.1(a) below;

(b) benchmark first fix services within Units, prior to closing ceilings and walls;

(c) benchmark second fix within Units, prior to completion of the Standard Unit;

(d) benchmark communal area corridor, to be fully completed to include all finishes, ceilings, floors, access panels, doors, wayfinding, escape signage in accordance with the Agreement;

(e) benchmark external wall sections of Units, comprising finished inside face to external outside face to include inside leaf, SFS, insulation, plasterboard, cement board, VCL (Vapour Control Layer), cavity, wall ties, cavity trays and fire stopping. The benchmark external wall should include all wall vents, external services, lights and (if applicable, alarms);

(f) benchmark window installation detail, to include associated jamb, cill and head, reveal, soffit, sealants and all other proposed fixings, mastics and gaskets to prevent air and water penetration/leakage into the Units;

(g) benchmark airtightness membranes for the Units, to include jointing and sealing around openings;

(h) benchmark parapet, to include cavity trays, DPC, flashings, fixing etc.;

(i) benchmark fire stopping at those risk points, agreed between the Professional Team, the Assigned Certifier and the Technical Monitor;

(j) benchmark mechanical and electrical heat pump system within a one bed unit and a 2-bed unit; and

(k) benchmark balcony, to be fully complete with all decking, handrails/upstands, soffits, finishes, drainage systems.

15.3 The Developer shall make all the above benchmarks and samples (and all additional required by the Technical Monitor) available for review in sufficient time for Technical Monitor inspect and comment in any case in accordance with the benchmark programme referred to above. Unless agreed with the Technical Monitor, any works relating to a benchmark or sample shall not proceed until the relevant benchmark or sample has been reviewed and accepted by the Technical Monitor in accordance with the benchmark programme referred to above.

16. SUSTAINABILITY METRICS

16.1 The Developer shall procure that the Works:

(a) meet the Employer Sustainability Requirements

(b) are EU Taxonomy Compliant &

(c) achieve HPI Certification

each as defined in Appendix 5, of this manual.

16.2 Prior to commencement of the Works, the Developer shall:

(a) Register the Development with the Irish Green Building Council (the "**IGBC**") and cover all fees associated with administration of the HPI certification process.

(b) Procure that a competent person from within the Professional Team is appointed to manage the HPI process (the "**Sustainability Specialist**"), as envisaged under the HPI Manual. As a minimum, such person must be a trained assessor under and for the purposes of HPI.

(c) Procure that a competent person from within the Contractor Team is appointed to manage the quality of the design, the works and associated reporting obligations to achieve the Employer Sustainability Requirements (the **"Quality Champion").** As a minimum, such person must be a trained assessor under and for the purpose of HPI.

(d) Procure that there is a plan developed and implemented which ensures that the evidence for each of the Employers Sustainability Requirements is collated, in

the required form for the purposes of achieving Taxonomy Compliance and the HPI certification. Such plan may form part of any BCAR inspection plan or otherwise. Such plan shall be provided as soon as possible following the date of this Agreement to the Technical Monitor for review and comment.

16.3 During the Works, the Developer shall:

(a) Procure, coordinate and attend sustainability focused workshops (EU Taxonomy, HPI & Employers Sustainability Requirements) monthly with the Technical Monitor and the relevant Sustainability Specialist, the Quality Champion and the professional Team to review, inter alia, progress on the Employer Sustainability Requirements, EU Taxonomy compliance and HPI Certification.

(b) Report monthly to the Technical Monitor on progress on all matters of the Employer Sustainability Requirements, Taxonomy Compliance and HPI Certification. Such reporting must be in the form required by the Technical Monitor (acting reasonably).

(c) Procure that such evidence relating to each of the Employer Sustainability Requirements is provided to the required standard and in a timely manner to the Technical Monitor for review and comment prior to upload to the IGBC IES platform in order to ensure that (i) the Works achieve HPI Certification as set out in Appendix 5 and (ii) that Taxonomy Compliance can be demonstrated.

16.4 For the purposes of and as a condition for Completion, the Developer shall provide the following to the Employer:

(a) written confirmation from the Sustainability Specialist that all supporting evidence necessary to demonstrate achievement of the Employer Sustainability Requirements has been collected, verified and provided to the Technical Monitor for review.

(b) Statement of compliance with EU Taxonomy and all supporting evidence

(c) written confirmation from the IGBC that HPI certification has been achieved, or written confirmation from the Sustainability Specialist that it has completed a valid submission, including the upload of all supporting evidence to the IES platform for HPI certification (see appendix 5).

16.5 The Employer and Technical Monitor shall have the right to monitor, audit or review at any time all information relating to the Employer Sustainability Requirements, EU Taxonomy Compliance and HPI certification.

16.6 Following Completion, the Developer shall:

(a) Include all relevant sustainability information in the required format in the LDA Safety File as per the schedule of deliverables in Appendix 5.

(b) have an ongoing obligation to procure that HPI certification is achieved and that Taxonomy Compliance and Minimum HPI Requirements are both demonstrated, to the extent not achieved by Completion; and

(c) without prejudice to Paragraph 16.9(1), procure that the Building Contractor, Professional Team, the Sustainability Specialist and the Quality Champion are available and support the Developer (including providing any sundry

information required by the IGBC to allow Taxonomy Compliance and the Employer Sustainability Requirements to be achieved).

16.7 To avoid doubt, other than the requirement to carry out thermal integrity testing during the Defects Liability Period in order to satisfy the relevant HPI criteria, it is not the Developer's responsibility to measure or provide information, required under the HPI Manual and which relates to the measurement of the actual performance of the completed Works during the occupancy phase post Completion.

17. SITE ACCOMMODATION FOR THE EMPLOYER AND ITS AGENTS

17.1 The Developer shall make available as a minimum, a 20ft site office cabin fitted out and maintained to a standard consistent with Good Industry Practice, including:

(a) Two desks and two ergonomic office chairs for the Resident Engineer/Site Manager's use;

(b) A meeting table with four chairs for project meetings and consultations;

(c) Adequate heating, lighting, ventilation, electrical power outlets and Wi-Fi/internet connectivity;

(d) A kettle, microwave, refrigerator, and water dispenser or potable drinking water supply for the use of the Resident Engineer/Site Manager and authorised project personnel;

(e) A wall-mounted whiteboard suitable for project planning, coordination meetings and recording site-related information;

(f) A lockable storage cabinet of sufficient size for the secure storage of project documentation, drawings, records, laptops and other site administration materials;

(g) Coat hooks, a waste bin, and such ancillary office accessories as are reasonably required for the day-to-day operation of the site office; and

(h) Such other fixtures, fittings, equipment and facilities as are reasonably required to enable the Resident Engineer/Site Manager to effectively perform their duties.

(i) The office facilities shall be fit for purpose and maintained throughout the construction period in a clean, safe and operational condition. The Developer shall further provide safe pedestrian access to and from the office cabin, external lighting to the office cabin and its immediate environs, access to welfare and sanitary facilities, and one dedicated parking space adjacent to the office cabin for the exclusive use of the Resident Engineer/Site Manager throughout the construction period.

17.2 At all times, the Employer and its agents shall be entitled to access all parts of the Property without undue interference from the Developer.

17.3 The Resident engineer/Site Manager, reporting to the Employers Representative, role is to supervise and report during the construction stage to ensure that contractor carries out works in accordance with the design and contract and ensuring that works are constructed as required with adequate supervision. They will record all matters on site and notify any matters to the developer to be actioned.

18. TESTING AND COMMISSIONING

18.1 The Developer shall procure that there is a comprehensive set of testing, inspections and commissioning activities carried out during the construction phase to demonstrate that the Works and materials are in accordance with this Agreement. The nature and extent of such testing, inspection and commissioning shall be in accordance with, the Development Documents, Good Industry Practice and shall be agreed with the Technical Monitor (such agreement not to be unreasonably withheld or delayed).

18.2 The Developer shall procure that specialist commissioning personnel (with relevant commissioning experience) are used for the testing and commissioning of mechanical and electrical aspects of the Works, including lifts, heat pumps and life safety systems.

18.3 The Developer must ensure that all inspection, testing and commissioning is fully coordinated between the Developer, the Contractor, the Professional Team, the Assigned Certifier, the Sub-Contractors and any external commissioning specialists. The Developer must consult with the Technical Monitor on the coordination strategy, including the timing of the inspection, testing and commissioning. Without prejudice to the foregoing, the Developer shall ensure that the Contractor and its sub-contractors engage with the Technical Monitor regarding commissioning procedures and issues relating to the commissioning process.

18.4 The Developer shall ensure that:

(a) all commissioning-related issues raised by the Technical Monitor are closed out in a satisfactory manner in a timely process;

(b) a fire alarm cause-and-effect matrix is provided to the Technical Monitor not less than twenty (20) Business Days in advance and all Technical Monitor requirements in connection with such matrix are logged and followed; and

(c) a cause-and-effect meeting will be held with the relevant design team, and the Technical Monitor will be entitled to attend and make comments. Proper notice (not less than five (5) Business Days) of such meeting shall be provided to the Technical Monitor.

18.5 Copies of the results of all testing, inspections and commissioning shall be forwarded to the Technical Monitor. Without prejudice to the foregoing the Developer shall ensure that (i) all subcontractors provide relevant documentation regarding the pressure test procedures of all wet mechanical systems (ii) a first-of-kind mock-up of pipework pressure tests will be provided for and adequate time to be afforded to the Technical Monitor to review to ensure testing is in line with requirements of the Agreement. This must be done in advance of full pressure testing of mechanical systems.

18.6 The Technical Monitor shall be informed in advance of any testing or commissioning on site and shall be afforded proper advance notice and an opportunity to attend such testing and commissioning.

19. COMMUNITY AND STAKEHOLDER MANAGEMENT

19.1 The Developer shall in the execution of the Works not do (or permit): (i) any nuisance or any unnecessary inconvenience to the public or any user, owner or occupier, lessees, licensees of any premises, land, road or footpath on or adjacent to the Property; and (ii) any trespass or unnecessarily interference with the use of any premises, land, road or footpath outside of the Property.

19.2 If there is any risk of a disturbance or nuisance claim being made by owners or occupiers or licences of property near or adjacent to the site, then the Developer shall take all steps necessary, in accordance with Good Industry Practice to mitigate or prevent any such claim from being made. Such steps should include the establishment and implementation of a structured process and plan for engagement with the local community to ensure residents and businesses are appropriately informed of progress on site and the measures being adopted to minimise disturbance. The Developer should provide details of such structure and plan to the Technical Monitor and shall consult with the Technical Monitor on its terms, to ensure that it is consistent with Good Industry Practice. Following such consultation, the Developer should implement such structure and plan during the construction phase of the Works.

19.3 Where necessary and in order to manage the risk of such claims, any plan should include:

(a) A Developer nominee, with responsibility for liaising with community stakeholders. Such nominee to provide contact details, including a number for out of hours contact;

(b) where noise, dust and/or vibration may give rise to the risk of a disturbance or nuisance claim, monitoring devices should be installed to provide early warnings to the Developer such that construction activities may be managed in a way which will prevent or mitigate any such claim being issued; and

(c) leaflet drops will be required to communicate any disruption to affected areas.

19.4 In any case, the Developer must have a process in place for dealing with complaints from the public. As a minimum, it shall be responsible for maintaining a telephone "hotline" to deal with queries or complaints from the public. It should exhibit this telephone number on all construction Site notice boards and on any other information or correspondence which may be distributed to key community persons from time to time.

19.5 The Developer shall notify the Technical Monitor as soon as possible after receiving any such claim and shall provide an early warning to the Technical Monitor of any events or circumstances which are reasonably likely to give rise to such a claim.

20. SITE HOARDING -VISUAL IDENTITY GUIDELINES

20.1 The Developer shall provide, erect, maintain and remove all hoarding, fencing, gates and other temporary security measures required for the execution of the Works and for the protection and security of the Property, the Works and adjoining areas affected by the Works.

20.2 The Developer shall provide and maintain all site signage, hoarding graphics and project branding, including a principal external sign in a prominent location on the boundary of the Property, displaying such project information as may be required by the Employer.

20.3 All site hoarding, fencing graphics, external signage and project branding shall comply with the LDA Branding Guidelines contained in Appendix 3 (Signage and Hoarding Guidelines), including all requirements relating to logos, colour schemes, fonts, imagery, partnership branding and Government branding. The Developer shall ensure that all required Employer, Government of Ireland and partner organisation branding is incorporated in accordance with those guidelines.

20.4 Not less than twenty (20) Business Days prior to the installation of any site hoarding, fencing graphics, signage or project branding, the Developer shall submit a Signage and Visual Identity Plan to the Employer and the Technical Monitor for review. The Plan shall identify the proposed locations, size, content and design of all signage and branding elements, demonstrate compliance with Appendix 3 and, where applicable, incorporate any phased handover strategy, including the management, amendment and relocation of branding throughout the Works. As a minimum, the Plan shall address perimeter hoarding and boundary fencing, entrances and exits, welfare facilities, cranes and scaffolding visible from the public realm. The Developer shall not install any signage or branding materials until the Plan has been reviewed by the Employer and the Technical Monitor.

20.5 The Developer shall maintain all signage, hoarding graphics and branding materials in good condition and shall promptly clean, repair or replace any items that become damaged, defaced, weathered, faded or otherwise illegible.

20.6 Unless otherwise agreed in writing by the Technical Monitor, the Developer shall remove all signage, hoarding graphics and associated branding materials upon Practical Completion and shall make good any affected surfaces.

21. SECURITY OF THE PROPERTY

21.1 The Developer shall be responsible for the security of the Property. The Developer shall prevent trespass and any other form of unauthorised entry. The Developer shall be responsible for the management of activities of trespassers, protesters and others on the Site. The Employer shall have no responsibility to the Developer for their activities or presence at the Property.

21.2 The Developer shall keep all persons under their control, including those employed by sub-contractors, suppliers and hauliers to the Property.

22. PROGRESS PHOTOGRAPHS

22.1 The Developer shall take regular photographic or video recordings to show the development and progress of the Works. The objective is to provide a regular full and proper photographic record across the entire Property throughout the construction programme to demonstrate the level of progress across all construction activities.

22.2 The Developer shall also capture key elements of any Works which may be covered up or put out of view, and which are or may be useful for the Authority. The Developer shall use all reasonable endeavours to agree all such key elements with the Technical Monitor within forty (40) Business Days from the date of this Agreement.

22.3 Such recordings shall be by way of (i) a combination of digital colour photographs at locations to be agreed with the Technical Monitor and a drone video of the site activities, or (ii) time lapse camera recordings or (iii) by such other method as the Developer and the Technical Monitor may agree.

22.4 Such recordings shall be made daily or weekly depending on site activity and uploaded weekly into the CDE.

22.5 All photographs or recordings must be clearly labelled and dated. The copyright of all photographs and recordings shall be the property of the Employer.

23. EMPLOYMENT

23.1 The Developer shall procure and maintain a record of the number of people engaged on the Property carrying out of the Works and shall submit details of such record to the Technical Monitor monthly, or otherwise when requested by the Technical Monitor (acting reasonably).

24. SNAGGING PROTOCOL

24.1 The Developer and Technical Monitor shall agree common workmanship and completion benchmarks which will be used to assess whether Completion has been achieved for each of the residential Units, common Areas and external areas comprised in the Works. For the purposes of this Paragraph, "Common Area" means each separately identifiable shared area of the Works including entrance lobbies, lift lobbies, corridors, stair cores, amenity spaces, plant access areas and other shared residential accommodation areas. Such benchmarking will be agreed as follows:

(a) The Developer will accelerate the completion of (i) a typical residential unit within the Works, such unit to be agreed with the Technical Monitor (the "Standard Unit") and (ii) a typical common area within the Works (the "Typical Common Area"). Such Standard Unit and Typical Common Area must be made available for inspection by the Technical Monitor, and the Employer Representative not later than sixty (60) Business Days prior to the anticipated date of Practical Completion. The Developer shall make the Standard Unit and Typical Common Area available for inspection by the Employer and the Technical Monitor at all reasonable times up to Completion.

(b) The Standard Unit and Typical Common Area will be required to meet the Employer Requirements, with no Works (or rectification of Defects) needing to be carried out following Completion (the "Benchmark Standard"). The Developer agrees that the standard of completion of the Works for the purposes of Completion shall be as shown by the Benchmark Standard.

(c) Following such inspection, the Technical Monitor must, be satisfied that the Standard Unit and Typical Common Area both meet the Benchmark Standard.

(d) The agreed benchmark for areas external (including roofs, roofing accessories, facades, paving, lighting, signage, access, ramps, steps, balconies) shall be agreed with the Technical Monitor sufficiently in advance of Practical Completion, and unless otherwise agreed, should be consistent with the benchmark standards for external elements of the Works as described in Section 9 of NHBC Standards document (January 2023 version).

24.2 Where the Works are to be completed in Phases, the provisions of this Paragraph 24 shall apply separately to each Phase unless the context otherwise requires. References

in this Paragraph 24 to Units, Common Areas, Outstanding Works Lists, Final Quality Verification, Practical Completion and Completion shall be construed accordingly. The Standard Unit, Typical Common Area and agreed benchmark for external areas approved for an earlier Phase may be adopted for any subsequent Phase where the design, specification, workmanship standards and construction methodology remain substantially unchanged. The Technical Monitor may reasonably require additional or replacement benchmark Units, Typical Common Areas or benchmark external areas for any subsequent Phase where there has been a material change to the design, specification, subcontractors, workmanship standards, programme sequencing or construction methodology.

24.3 Not less than 30 Business Days in advance of any scheduled inspections by the Technical Monitor for the purposes of ascertaining the existence of incomplete Works and defects, the Developer shall provide a programme (**Defects and Snagging Items Programme**) for the proposed inspections, which programme must be in accordance with Good Industry Practice and consistent with this Paragraph 24 and agreed in advance with the Technical Monitor (acting reasonably). Unless agreed otherwise, the said inspections will be carried out on a floor-by-floor basis or core by core basis in accordance with the Defects and Snagging Items Programme.

24.4 The Developer shall notify the Technical Monitor when the Developer is of the opinion that any Units and common areas have reached the Benchmark Standard (the "**Developer's Snagging Notice**"). Any such notice must be (i) in accordance with the Defects and Snagging Items Programme and (ii) accompanied by unqualified confirmations in writing signed by the Contractor and by the Architect that they are of the opinion that the relevant Units and common areas (the subject matter of the Developer's Snagging Notice) are in accordance with the Benchmark Standard (iii) issued not less than 10 Business Days in advance of the PC Inspection (as defined in Paragraph 25 below).

24.5 The Developer shall arrange for the joint inspection with the Technical Monitor of the relevant Units and common areas within five (5) Business Days of the date of the Developer's Snagging Notice, with the intent that joint inspections take place of all of the Units and common areas no later than the date of the PC Inspection. Following each such inspection, the Technical Monitor shall notify the Developer within three (3) Business Days of outstanding works which, are in the view of the Technical Monitor, matters which should have attention prior to Practical Completion and/or prior to Completion (the "**Outstanding Works List**"). The Developer shall procure that any works on the Outstanding Works List are carried out. During the joint inspection, if the average number of Snagging Items in any Unit or in any common areas (which are the subject matter of the Developer's Snagging Notice) exceeds twenty (20) per Unit, or 20 per common area, then the snagging inspection may be aborted by the Technical Monitor (unless agreed otherwise by the Technical Monitor, in its absolute discretion) in which case the joint inspection shall be re-scheduled by the Developer. In such circumstances a new Developer's Snagging Notice shall be issued, together with the associated confirmations required under Paragraph 24.3 and this Paragraph 24.4 shall apply.

24.6 Snagging Items may exist at Practical Completion. Notwithstanding the foregoing, the Developer shall procure that the Contractor shall complete, prior to Completion, (i) all the Units and internal common areas to the Benchmark Standard and (ii) the external areas to the agreed benchmark standard set out in paragraph 24.1(d).

24.7 The Technical Monitor shall carry out a final inspection of the Units and common areas and external areas within 5 Business Days from the date on which the Developer certifies to the Employer that the following is achieved:

(a) That all works relating to Snagging Items in the Units and common areas are carried out or rectified and completed by the Developer with evidence of close-out (photographic) submitted to the CDE in advance of the final inspections;

(b) That all Units and common areas are properly cleaned with all construction tools and equipment and materials removed and floors and other surfaces washed down including the internal surface of all windows; and

(c) That the Units /floors are "locked down" from any further access / work requirements by trades.

(d) That the benchmark standard set out in paragraph 24.1(d) in respect of external areas has been achieved.

24.8 Following completion of the final inspection, the Technical Monitor shall issue a Final Quality Verification in respect of the relevant Phase or, where the Works are not completed in Phases, the Works as a whole, setting out:

(a) the status of Outstanding Works Lists;

(b) the status of Snagging Items;

(c) confirmation as to whether the Benchmark Standard has been achieved;

(d) the status of significant Defects, NCRs and quality issues;

(e) any residual quality risks; and

(f) whether, in the opinion of the Technical Monitor, the quality requirements for Completion under this Agreement have been satisfied.

No Snagging Item shall be regarded as closed unless verified by the Technical Monitor or otherwise accepted through the agreed close-out procedures. The Final Quality Verification shall be provided to the Employer for consideration as part of the Practical Completion and Completion processes under this Agreement. For the avoidance of doubt, the Final Quality Verification shall not constitute a Certificate of Practical Completion and shall not replace the Architect's certification obligations under the Building Contract.

24.9 In respect of the external areas of the Works, the Developer shall procure completion of any Snagging Items as soon as possible following Completion, and in any case within 40 Business Days from Completion (or such longer period as the Technical Monitor may agree, acting reasonably).

24.10 Any dispute between the Parties in respect of the nature or extent of (i) items on any Outstanding Works List or (ii) Snagging Items, or the rectification of the same then such dispute may be referred by either Party at any time to the Expert Determination Procedure.

25. PRACTICAL COMPLETION PROTOCOL

25.1 The Developer shall keep the Employer and Technical Monitor regularly updated in respect of the anticipated date of Practical Completion. Where the Works are to be

completed in Phases, references in this Paragraph 25 to Practical Completion shall be construed as references to Practical Completion of the relevant Phase.

25.2 Without prejudice to any inspections carried out under Paragraph 24, the Developer shall provide not less than ten (10) Business Days' notice to the Employer and Technical Monitor inviting them to jointly inspect the Works with the Developer and the Architect in anticipation of Practical Completion occurring. Such notice must not be less than twenty (20) Business Days before the date on which the Developer anticipates that Practical Completion will occur. Such joint inspection shall take place not less than ten (10) Business Days prior to the date that it is anticipated that Practical Completion will occur (the "**PC Inspection**").

25.3 The Technical Monitor shall notify the Developer in writing within five (5) Business Days of the PC Inspection of any works (**PC related Outstanding Works**) which should be carried out prior to any certificate of Practical Completion being issued. Such works may be the same as or in addition to any works listed in the Outstanding Works List referred to in Paragraph 24 or identified in any other inspection by the Technical Monitor. The Developer shall:

(a) Procure that the PC related Outstanding Works are completed prior to the Certificate of Practical Completion being issued, or

(b) Shall notify the Employer and Technical Monitor stating which elements of the PC related Outstanding Works which its Architect disagrees with for the purposes of the issue of the Certificate of Practical Completion.

25.4 Where Paragraph 25.3(b) applies, the Developer, the Architect, the Employer and Technical Monitor shall meet as soon as possible to seek to agree whether the Certificate of Practical Completion should be issued or what works need to be done before it is issued, which meeting shall be without prejudice to either Party's ability pursuant to refer a dispute to the Expert Determination Procedure. Prior to such meeting, the Technical Monitor shall provide a written recommendation identifying whether, in its opinion, Practical Completion has been achieved and the reasons supporting that view. Where no agreement is reached, and a Certificate of Practical Completion is issued by the Architect in respect of the Works, the Employer may within 5 Business Days of the issue of the Certificate of Practical Completion refer the matter for resolution to the Expert Determination Procedure.

25.5 Completion shall not occur pending the resolution of any such dispute pursuant to the Expert Determination Procedure where such dispute concerns matters that may materially affect the achievement of Practical Completion. If the Expert upholds the decision to issue the Certificate of Practical Completion on the date on which it did so, then such Certificate of Practical Completion shall be valid for the purposes of Completion under the Agreement. If the Expert determines that a Certificate of Practical Completion should not have issued, then such Certificate of Practical Completion shall be invalid for the purposes of both Practical Completion and Completion under the Agreement and the Developer shall proceed to complete any Works or rectify any Defects which were the subject matter of such dispute. Upon completion of such matters the provisions of Paragraphs 25.1-25.5 shall apply mutatis mutandis, other than twenty (20) Business Days shall be reduced to five (5) Business Days and (10) Business Days shall be reduced to five (5) Business Days and five (5) Business Days shall be reduced to three (3) Business Days.

25.6 Prior to the issue of a Certificate of Practical Completion, the Technical Monitor shall provide a Practical Completion Verification to the Employer, the Developer and the Architect. The Practical Completion Verification shall set out: (i) the status of the PC

Related Outstanding Works; (ii) the status of any Outstanding Works Lists; (iii) the status of the Benchmark Standard; (IV) any material Defects, incomplete Works or Snagging Items identified by the Technical Monitor; and (V) whether, in the opinion of the Technical Monitor, the Works are capable of achieving Practical Completion. The Architect shall have regard to the Practical Completion Verification when determining whether Practical Completion has been achieved, provided always that the Architect shall remain independently responsible for the issue or non-issue of any Certificate of Practical Completion under the Building Contract. For the avoidance of doubt, the Practical Completion Verification shall not constitute a Certificate of Practical Completion and shall not replace the Architect's certification obligations.

25.7 Where this Agreement or the Building Contract permits Practical Completion to be achieved in respect of a Phase, the provisions of this Paragraph 25 shall apply separately to that Phase. The issue of a Certificate of Practical Completion in respect of one Phase shall not constitute Practical Completion or Completion of any other Phase. The Technical Monitor may issue separate Final Quality Verifications and separate Outstanding Works Lists in respect of each Phase.

25.8 A copy of the Certificate of Practical Completion shall be furnished to the Employer and Technical Monitor as soon as reasonably practicable after the issue thereof and in any event within two (2) Business Days.

26. COMPLETION PROTOCOL

26.1 For the avoidance of doubt:

(a) Practical Completion and Completion are separate milestones under this Agreement;

(b) Practical Completion shall occur upon the valid issue of a Certificate of Practical Completion by the Architect in accordance with the Building Contract;

(c) Completion shall occur only in accordance with the Development Agreement and this Paragraph 26; and

(d) the issue of a Certificate of Practical Completion shall not, of itself, constitute Completion under this Agreement.

26.2 Completion of the relevant Phase (or, where the Works are not completed in Phases, Completion of the Works) shall occur only when:

(a) Practical Completion has occurred;

(b) the Technical Monitor has issued a Completion Quality Verification pursuant to Paragraph 24.8 confirming that the quality requirements for Completion under this Agreement have been satisfied;

(c) the Benchmark Standard has been achieved in accordance with Paragraph 24;

(d) all material items identified on any Outstanding Works List have been completed, rectified or otherwise resolved;

(e) all material Defects affecting safety, statutory compliance, occupation, operation or building performance have been rectified;

(f) all Completion Deliverables required under the Development Agreement have been provided; and

(g) all other conditions precedent to Completion under this Agreement have been satisfied.

26.3 Upon satisfaction of the requirements of Paragraph 26.2, the Employer shall notify the Developer in writing that Completion has occurred. The date of such notice shall be the Completion Date for the purposes of this Agreement.

26.4 The Employer shall be entitled to rely upon the Technical Monitor's Final Quality Verification for the purposes of determining whether the requirements for Completion under this Agreement have been satisfied.

26.5 Where the Works are to be completed in Phases the provisions of this Paragraph 26 shall apply separately to each Phase;

(a) Completion may occur separately in respect of each Phase;

(b) Completion of one Phase shall not constitute Completion of any other Phase; and

(c) the Technical Monitor may issue separate Completion Quality Verifications in respect of each Phase.

26.6 Any dispute concerning whether the requirements of this Paragraph 26 have been satisfied may be referred by either Party at any time to the Expert Determination Procedure.

27. TRAINING

27.1 The Developer shall allow for training to Employer staff in all primary and domestic services installations prior to handover of the Units. The Developer shall coordinate these training sessions with the Employer's asset management team (and any of the asset management team's sub-contractors or agents) to allow them to join. The level of training to the designated staff shall be sufficient to ensure they are able to safely operate, monitor, inspect, maintain and manage the completed Works and with due regard to the safety of building users. The Developer shall allow for training of not more than 10 (ten) of the Employer's staff and/or its agents.

27.2 The Developer shall carry out training on all items of plant, equipment and systems which require user operation, monitoring, inspection, maintenance or management activities to ensure such items operate in accordance with the manufacturer's recommendations and the design and specification requirements. Training shall include normal operation, inspection requirements, routine maintenance requirements, emergency procedures, alarm responses, fault diagnosis, system isolation procedures, emergency shutdown procedures and escalation procedures where applicable.

27.3 The Developer shall employ the relevant manufacturer/supplier or sub-contractor to carry out the training. All the training shall be carried out on site using the completed/fully commissioned equipment.

27.4 The Developer shall provide a minimum of three day's training carried out on three separate occasions. A training method statement shall be produced by the Developer in addition to a copy of the operating and maintenance documentation for the user. All

Health & Safety issues relating to the system shall be brought to the attention of the attendee.

27.5 The Developer shall maintain a record of all training sessions and attendee names. A schedule of attendees shall be included within the operation and maintenance documentation and copies of all attendance records, training presentations, training materials and associated training documentation shall be incorporated into the Handover Package and Safety File.

27.6 If required by the Employer, all training shall be recorded on video by a professional media specialist to produce a training video of good picture quality and sound.

27.7 All training required under this Paragraph shall be completed prior to Completion unless otherwise agreed in writing by the Employer's Representative.

27.8 If requested by the Employer at any time within twelve (12) months following Completion, the Developer shall provide one refresher training session in respect of the principal mechanical, electrical, life-safety, security, access control and building management systems forming part of the Development at no additional cost to the Employer.

28. REMEDIATION OF DEFECTS DURING THE DEFECTS LIABILITY PERIOD

28.1 The Developer shall be responsible for procuring the rectification of Defects which are notified during the Defects Liability Period. Defects shall be managed in accordance with the following protocol (the "**Defects Protocol**"):

28.2 The Technical Monitor shall monitor the operation of the Defects Protocol and shall review recurring Defects, systemic quality issues, Defects with potential latent consequences and substantial remedial works. Where the Technical Monitor reasonably considers that a Defect indicates a broader design, workmanship, product or installation issue, the Technical Monitor may require additional investigations, inspections, opening up works or sampling to determine the extent of the issue.

28.3 The Defect being reported shall be classified by the Employer according to the following:

(a) Priority 1: These are emergency defects that are or could reasonably be considered to (i) be life threatening (ii) cause a loss of essential facilities, (iii) affect the security of the Property and its occupants (iv) affect the immediate health of the occupants, and (v) shall lead to material property damage if allowed to remain unattended.

(b) Priority 2: These are defects that cause or could reasonably be considered to (i) cause loss of facilities (ii) adversely affects the short or long-term health or safety of persons, (iii) may become life threatening or lead to a loss of essential facilities if left to deteriorate further, and (iv) cause serious inconvenience to the occupants.

(c) Priority 3: These are defects, which can be deferred without causing serious inconvenience to the occupants but should be resolved quickly and efficiently.

(d) Priority 4: These are defects which are not serious and can be resolved within 28 days without causing inconvenience to the occupants or the surrounding neighbours.

28.4 The Developer shall attend to the matter within the following times stated below:

(a) Priority 1: within 2 hours;

(b) Priority 2: within 24 hours;

(c) Priority 3: within 5 days; and

(d) Priority 4: within 28 days.

Attendance shall include making safe the relevant Defect where necessary. Following attendance, the Developer shall proceed diligently with the permanent rectification of the Defect and shall complete the remedial works as soon as reasonably practicable having regard to the nature of the Defect, availability of materials, specialist contractor availability and access requirements.

28.5 The Developer shall provide a 24-hour emergency service to attend to any emergency Defects which may be reported. In the event of the Developer failing to provide this service, the Employer shall be entitled to arrange for their own operatives, or third parties, to attend site to deal with the relevant Defect. The cost of the call-out plus the cost of any work carried out shall be deducted from the retention monies held by the Employer. The Developer shall be notified in writing of the emergency work completed by the Employer.

28.6 The Employer shall use reasonable endeavours to filter every defect request from residents. If upon inspection of an alleged defect, the Developer (acting reasonably) considers that a notified defect is due to damage caused by an occupier/resident of the Unit, then it must notify the Employer and provide supporting evidence to the Employer before commencing any rectification work. In such circumstances, no work should commence without the express permission of the Employer.

28.7 If the Developer considers that a notified matter does not constitute a Defect, the Developer shall notify the Employer within five (5) Business Days of notification, providing reasonable supporting evidence. Pending resolution of the matter, the Developer shall comply with the applicable response times set out in this Paragraph 28 where failure to do so may prejudice health and safety, security, building operation or cause further damage to the Property.

28.8 If the Developer is unable to carry out the works or attend to the Defect within the deadline set, the Developer shall advise the Employer by return. The Employer shall then arrange for the work to be carried out by a third-party contractor. All costs incurred by the Employer shall be charged to the Developer. If the Developer can carry out the Defect rectification works, they shall confirm via return email within the following time scales that they have contacted, or made reasonable attempts to contact, the resident and have either

(a) made access arrangements and agreed with the resident a time and date to carry out the works: or

(b) where such arrangements have not yet been agreed, provided details of the attempts made and the proposed next steps

28.9 The Developer shall provide such confirmation within the following timescales:

(a) Priority 1: within 1 hours of notification;

(b) Priority 2: within 3 hours of notification; and

(c) All other priorities: within 48 hours of notification.

28.10 If the Developer has not responded to the Defect order within the above noted timescales the Employer shall be entitled to send an email requesting confirmation of the works being booked in. In the event that the Developer does not respond to this email within eight (8) hours then the Employer shall immediately instruct a third-party contractor to carry out the works and all costs incurred by the Employer in doing so shall be charged to the Developer.

28.11 The Developer must obtain written confirmation from the resident that the work has been completed to their satisfaction. It is essential that this is provided for all genuine maintenance and defects works, and the Developer shall return formal confirmation to the Employer.

28.12 Where the Defect is a Priority 1 Defect, a recurring Defect, a systemic Defect or involves substantial remedial works, the Technical Monitor may require evidence of completion and may carry out a verification inspection before the Defect is recorded as Closed

28.13 The Developer shall attend a performance review meeting with the Employer, or party nominated by the Employer, at the end of each 3-month period during the Defects Liability Period. This meeting shall be held at the Employer's office, and its purpose is to review the Developer's defect remediation and response performance.

28.14 The Developer shall devise and own a master tracker of all referred and completed defects and shall issue this to the Employer or person nominated by the Employer. The tracker shall, as a minimum, record

(a) Defect reference number;

(b) location;

(c) description of the Defect;

(d) priority classification;

(e) date reported;

(f) responsible party;

(g) target response date;

(h) target close-out date;

(i) current status;

(j) supporting evidence;

(k) verification status; and

(l) final close-out date.

A Defect shall not be regarded as Closed unless (i) the remedial works have been completed; (ii) supporting evidence has been provided where applicable; (iii) any

required verification has been completed; and (iv) the Defect has been recorded as Closed on the Defects Tracker.

28.15 Where the same or substantially similar Defect is identified in multiple Units, Common Areas or work packages, the Developer shall investigate the root cause and submit details of the proposed remediation to the Employer and Technical Monitor. The Technical Monitor may require inspections, opening up works or remedial works beyond the originally reported Defects where reasonably necessary to establish the extent of the issue. Where such investigations establish that a Defect exists, the costs of the investigations, inspections, opening up works and remedial works shall be borne by the Developer. Where no Defect is identified, the costs shall be borne by the Employer unless otherwise agreed between the Parties or determined pursuant to the dispute resolution provisions of this Agreement.

28.16 Upon expiry of the Defects Liability Period and completion of all material Defects notified during the Defects Liability Period, the Technical Monitor shall review the Defects Tracker and supporting close-out information. Where satisfied that all material notified Defects have been properly rectified and any outstanding items are either Closed or otherwise agreed with the Employer, the Technical Monitor shall issue the Defect Certificate in the form set out in Appendix 2 of this Manual. Where the Technical Monitor identifies material outstanding Defects or insufficient evidence of rectification, the Technical Monitor shall notify the Employer and the Developer of those matters prior to issuing the Defect Certificate.

29. TAKING IN CHARGE OBLIGATIONS

29.1 The Developer shall do all that is necessary to ensure that any works (whether part of the Works or otherwise) which are intended to be taken in charge by the local authority (the "**Take in Charge Works**") are taken in charge before the expiry of the Defects Liability Period or as soon as possible thereafter. The Developer shall remain responsible for the performance of the Take in Charge Works until they are actually taken in charge by the local authority. The Developer shall provide the Technical Monitor and the Employer with copies of all correspondence between it (or its Developer Personnel) and the local authority in relation to all taking in charge matters.

30. HANDOVER DOCUMENTATION

30.1 The Developer shall prepare, maintain and progressively update all handover documentation and operational information required under this Agreement. The Developer shall submit a draft Handover Package, including a draft Safety File, to the Employer's Representative not later than three (3) months prior to the anticipated date of Completion. The draft submission shall be sufficiently developed to enable a detailed review by the Employer and the Employer's Representative and the identification of any omissions, deficiencies or non-compliances requiring rectification prior to Completion.

30.2 Following submission of the draft Handover Package, the Developer shall update and reissue the Handover Package at intervals not exceeding one (1) month and at such additional times as may reasonably be requested by the Employer's Representative until Completion. The Developer shall attend such handover and mobilisation meetings as the Employer or the Employer's Representative may reasonably require and shall provide progress updates regarding the status of the Handover Package, Safety File and mobilisation activities.

30.3 The Handover Package shall include all information, documents and records necessary for the safe occupation, operation, maintenance, management, mobilisation and statutory compliance of the Development, including but not limited to:

(a) a complete Safety File prepared in accordance with the Employer's Safety File Index;

(b) all statutory approvals, permissions, licences, certificates and compliance documentation, including planning, fire safety, disability access, BCAR, BER, HomeBond and ancillary certification;

(c) as-built drawings and records in PDF and native editable format;

(d) operation and maintenance manuals, installation manuals and user guides;

(e) testing, commissioning and certification records;

(f) warranties, guarantees and technical data sheets;

(g) asset registers and asset information;

(h) training records and demonstration records;

(i) schedules of accommodation;

(j) block key schedules, apartment key schedules and car parking schedules;

(k) Eircode’s, MPRNs, WPRNs and service agreement information;

(l) schedules of M&E plant, equipment, manufacturers, suppliers and installers;

(m) fire safety information, emergency procedures and evacuation strategies;

(n) defects tracking information;

(o) emergency contact details and escalation procedures;

(p) utility, communications and broadband service information; and

(q) all other information reasonably required by the Employer or the Employer's Representative or identified in the Employer's Handover & Mobilisation Programme.

30.4 The Safety File shall be compiled and structured in accordance with the Employer's current Safety File Index. All applicable sections and subsections shall be fully populated, and all non-applicable items shall be clearly identified as "N/A". The Safety File shall include all documentation required in respect of Design, Site & Externals, Building Envelope, Structure, Internal Fabric & Finishes, Lifts, Electrical Services, Security Services, Mechanical Services and General Operational Information.

30.5 All handover documentation shall be provided in a structured digital format in accordance with the Employer's document management, Common Data Environment

and Safety File requirements and shall be capable of migration to the Employer's systems without restriction.

30.6 Subject to Paragraph 30.7, the Handover Package and Safety File shall be substantially complete and submitted to the Employer on or before Completion.

30.7 The Employer's Representative, acting reasonably, may permit Completion notwithstanding that specified items of handover documentation remain outstanding, provided that:

(a) the outstanding information does not materially affect the safe occupation, operation, maintenance, management or statutory compliance of the Development;

(b) the Developer has submitted an Outstanding Handover Information Register identifying all outstanding information, the reason for its omission, the party responsible for its provision and the proposed submission date;

(c) the Employer's Representative has expressly agreed in writing that such information may be deferred; and

(d) the Developer submits all outstanding information within sixty (60) days following Completion.

For the avoidance of doubt, agreement by the Employer's Representative to defer the provision of any information shall not relieve the Developer of its obligation to provide such information within the period specified above.

30.8 Not less than twenty (20) Business Days prior to Completion, the Developer shall submit an Outstanding Handover Information Register identifying all documents and information that remain outstanding, together with their anticipated submission dates and status of completion.

30.9 The Developer shall provide all information, assistance and deliverables reasonably required from the Developer under the Employer's Asset Management handover process and in accordance with the Employer's Block Handover to Asset Management Procedure and Handover & Mobilisation Programme, including:

(a) all keys, fobs and access credentials;

(b) block key schedules and apartment key schedules;

(c) master keys where required;

(d) programmed access fobs;

(e) tagged and labelled keys in accordance with the Employer's approved naming conventions;

(f) asset registers and operational schedules;

(g) security, access control and operational information;

(h) demonstrations of building systems and services; and

(i) training, familiarisation and operational handover activities required from the Developer.

30.10 Prior to handover, the Developer shall provide all demonstrations and training necessary for the effective operation and management of the Development, including mechanical and electrical systems demonstrations, heating and ventilation systems, life-safety systems, fire alarm systems, smoke control systems, CCTV systems, access control systems, building management systems, parking facilities, bicycle storage facilities, waste management facilities and any other material building systems forming part of the Development.

30.11 The Developer shall provide such preliminary operational, asset, tenancy, parking, utility, management and mobilisation information as the Employer's Representative may reasonably require for the purposes of planning the operation, management and occupation of the Development.

30.12 The Employer and the Employer's Representative shall be entitled to review and comment upon any draft or final handover documentation and may require the Developer to correct, supplement, update or replace any incomplete, inaccurate or non-compliant information.

30.13 Except where Paragraph 30.7 applies, no handover shall be deemed complete, and no transfer of operational responsibility shall occur unless the requirements of this Paragraph have been satisfied. Where the Employer's Representative has agreed the deferral of specific information pursuant to Paragraph 29.7, handover may proceed subject to the Developer complying with the agreed submission dates and, in any event, submitting all outstanding information within sixty (60) days following Completion.

30.14 Completion shall not relieve the Developer of its obligations under this Paragraph, and the Developer shall continue to comply with the requirements of this Paragraph until all outstanding handover documentation, Safety File information, corrections, updates and deferred information have been provided.

APPENDIX 1

HEALTH AND SAFETY MANUAL EXCEL SPREADSHEET

Safety File Index (V4.Feb-26)

Project:

		Phase 1 (Units X-XX)							
Item Ref.	**Documentation/ Checks Required**	**Info Received**	**Details of owner/supplier**	**Warranty and Guarantee provided Y/N**	**Operation and Maintenance O&M's Y/N**	**Technical Data Sheet provided Y/N**	**LDA Representative Comments**	**Developer Comments**	**Date**
1.00	**DESIGN**								
1.01	Architect	Received		Yes	Yes	Yes			
1.02	PSDP	Outstanding		No	No	No			
1.03	M&E Consultant	Outstanding		No	No	No			
1.04	Civil & Structural Consultant	Outstanding		No	No	No			
1.05	Fire Consultant	Outstanding		No	No	No			
1.06	Main Contractor (PSCS)	Outstanding		No	No	No			
1.07	Landscape Architect	Outstanding		No	No	No			
1.08	Consents, Certificates and Inspection								
1.08.01	Fire Safety Certificate	Outstanding		No	No	No			
1.08.02	Disabled Access Certificate	Outstanding		No	No	No			
1.08.03	Planning Permission	Outstanding		No	No	No			
1.08.04	BCAR - Building Control Certification & Ancillary Docs.								
1.08.04.01	Certificate of Compliance Design	Outstanding		No	No	No			
1.08.04.02	Certificate of Compliance on Completion	Outstanding		No	No	No			
1.08.04.03	Opinion of Compliance with Planning	Outstanding		No	No	No			
1.08.04.04	Ancillary Certs	Outstanding		No	No	No			
1.08.04.05	Airtightness Certs	Outstanding		No	No	No			
1.08.04.06	BER Certs	Outstanding		No	No	No			
1.08.04.07	Part L DEAP	Outstanding		No	No	No			
1.08.04.08	BER Dwelling Reports	Outstanding		No	No	No			
1.08.04.09	Sound Test Reports	Outstanding		No	No	No			
1.08.04.10	Homebond Certs	Outstanding		No	No	No			
1.08.04.11	Fire Door Information incl. IS 3218 Certificate of installation	Outstanding		No	No	No			
1.08.04.12	BCAR sign-off from: Architect (Ai & Ac; Structural Engineer (Ei & Ec); and M&E engineer (Ei & Ec)	Outstanding		No	No	No			
1.09	Specialist Consultants								
1.09.01	Acoustic Consultant	Outstanding		No	No	No			
1.09.02	Archaeologist	Outstanding		No	No	No			
1.09.03	Catering Consultant	Outstanding		No	No	No			
1.09.04	HPI / Taxonomy Consultants	Outstanding		No	No	No			
1.09.05	Refrigeration Consultant	Outstanding		No	No	No			
1.09.06	Sprinkler Consultant	Outstanding		No	No	No			
1.09.07	Audio Visual Consultant	Outstanding		No	No	No			
1.09.08	Lighting Consultant	Outstanding		No	No	No			
1.09.09	Interior Architect	Outstanding		No	No	No			
1.09.10	Facade Consultant	Outstanding		No	No	No			
1.10	As-Built Drawings (PDF & dwg format)	Outstanding		No	No	No			
2.00	**SITE & EXTERNALS**								
2.01	Bike Shelter / Bike Stands	Outstanding		No	No	No			
2.02	External Handrails	Outstanding		No	No	No			
2.03	External Signage	Outstanding		No	No	No			
2.04	Fences / Gates / Slider Gates	Outstanding		No	No	No			
2.05	Playground Equipment	Outstanding		No	No	No			
2.06	Ground & Site Works								
2.06.01	Excavation	Outstanding		No	No	No			
2.06.02	Site Drainage	Outstanding		No	No	No			
2.06.02.01	Foul & Surface Drainage CCTV Surveys	Outstanding		No	No	No			
2.06.03	Site Services	Outstanding		No	No	No			
2.06.04	Tarmac	Outstanding		No	No	No			
2.06.05	Line Marking	Outstanding		No	No	No			
2.06.06	Road Kerbing	Outstanding		No	No	No			
2.07	Landscaping and Pathways								
2.07.01	Landscaping (Hard)	Outstanding		No	No	No			
2.07.02	Landscaping (Soft)	Outstanding		No	No	No			
2.07.03	Paths and Paving	Outstanding		No	No	No			
2.07.04	Water Features	Outstanding		No	No	No			
2.08	Street Furniture	Outstanding		No	No	No			
2.09	Traffic & Security Barriers	Outstanding		No	No	No			
2.10	Soil Testing	Outstanding		No	No	No			
3.00	**BUILDING ENVELOPE**								
3.01	Roof								
3.01.01	Fall Arrest System	Outstanding		No	No	No			
3.01.02	Roof Finishes								
3.01.02.01	Sedum Roof: Blue/Green	Outstanding		No	No	No			
3.01.03	Siphonic Drainage	Outstanding		No	No	No			
3.01.04	Rain Water System	Outstanding		No	No	No			
3.01.05	Bird Suppression	Outstanding		No	No	No			
3.01.06	Metal Decking	Outstanding		No	No	No			
3.02	Façade								
3.02.01	Cladding	Outstanding		No	No	No			
3.02.02	Curtain Wall System	Outstanding		No	No	No			
3.02.03	External Doors	Outstanding		No	No	No			
3.02.03.01	External Steel Doors	Outstanding		No	No	No			
3.02.03.02	ESB Doors	Outstanding		No	No	No			
3.02.04	External Walls	Outstanding		No	No	No			
3.02.05	Glazing	Outstanding		No	No	No			
3.02.06	Louvres	Outstanding		No	No	No			
3.02.07	External Windows	Outstanding		No	No	No			
4.00	**STRUCTURE**								
4.01	Air Tightness	Outstanding		No	No	No			
4.02	Brickwork & Blockwork	Outstanding		No	No	No			
4.03	Concrete	Outstanding		No	No	No			
4.04	Piling	Outstanding		No	No	No			
4.05	Precast Concrete	Outstanding		No	No	No			
4.06	Radon Barrier	Outstanding		No	No	No			
4.07	Stairs and Ramps	Outstanding		No	No	No			
4.08	Structural Steel	Outstanding		No	No	No			
4.09	Waterproofing	Outstanding		No	No	No			
4.10	Asbestos Removal	Outstanding		No	No	No			
4.11	Flood Barrier	Outstanding		No	No	No			
4.12	Insulation	Outstanding		No	No	No			
4.13	Timber Frame	Outstanding		No	No	No			
4.14	ICF System	Outstanding		No	No	No			
4.15	Flat Roof	Outstanding		No	No	No			
4.16	Internal Steel and Metalwork								
4.16.01	Internal Steelwork	Outstanding		No	No	No			
4.16.02	Internal Metalwork	Outstanding		No	No	No			
5.00	**INTERNAL FABRIC & FINISHES**								
5.01	Appliances / White Goods	Outstanding		No	No	No			
5.02	Blinds	Outstanding		No	No	No			
5.03	Ceilings								
5.03.01	Suspended Ceiling	Outstanding		No	No	No			
5.03.02	Plasterboard Ceiling	Outstanding		No	No	No			
5.03.03	Acoustic Ceiling Panels	Outstanding		No	No	No			
5.03.04	Timber Ceilings	Outstanding		No	No	No			
5.03.05	Ceiling Tile	Outstanding		No	No	No			
5.04	Fire Protection (Passive)								
5.04.01	AOVs	Outstanding		No	No	No			
5.04.02	Fire Curtains / Smoke Curtains	Outstanding		No	No	No			
5.04.03	Fire Stopping	Outstanding		No	No	No			
5.04.04	Intumescent Paint	Outstanding		No	No	No			
5.05	Flooring								
5.05.01	Carpet Flooring	Outstanding		No	No	No			
5.05.02	Raised Access Floor (RAF)	Outstanding		No	No	No			
5.05.03	Tiling	Outstanding		No	No	No			
5.05.04	Timber Flooring	Outstanding		No	No	No			
5.05.05	Vinyl & Marmoleum Flooring	Outstanding		No	No	No			
5.05.06	Matwell	Outstanding		No	No	No			
5.05.07	Floor Screed	Outstanding		No	No	No			
5.06	Internal Doors and Ironmongery								
5.06.01	Ironmongery	Outstanding		No	No	No			
5.06.02	Internal Steel Doors	Outstanding		No	No	No			
5.06.03	Timber Doors	Outstanding		No	No	No			
5.07	Internal Handrails and Balustrades	Outstanding		No	No	No			
5.08	Internal Signage & Manifestations								
5.08.01	Internal Signage	Outstanding		No	No	No			
5.08.02	Manifestations	Outstanding		No	No	No			
5.08.03	Graphics	Outstanding		No	No	No			
5.09	Internal Walls and Partitions								
5.09.01	Internal Screens & Shutters	Outstanding		No	No	No			
5.09.02	Internal Windows	Outstanding		No	No	No			
5.09.03	Painting & Decorating	Outstanding		No	No	No			
5.09.04	Partitions (Glazed)	Outstanding		No	No	No			
5.09.05	Partitions (Plasterboard)	Outstanding		No	No	No			
5.09.06	Wall Finishes	Outstanding		No	No	No			
5.09.07	Wall Protection & Crash Rails	Outstanding		No	No	No			
5.09.08	Movable Walls	Outstanding		No	No	No			
5.09.09	Acoustic Wall Panels	Outstanding		No	No	No			
5.10	Joinery Finishes, Furniture & Storage								
5.10.01	Fitted Furniture	Outstanding		No	No	No			
5.10.02	Fitted Storage Units	Outstanding		No	No	No			
5.10.03	Lockers	Outstanding		No	No	No			
5.10.04	Loose Furniture	Outstanding		No	No	No			
5.10.05	Reception Desk	Outstanding		No	No	No			
5.10.06	Kitchens & Tea Stations	Outstanding		No	No	No			
5.11	Toilets and Sanitary Ware								
5.11.01	IPS Panels	Outstanding		No	No	No			
5.11.02	Mirrors	Outstanding		No	No	No			
5.11.03	Sanitary Ware	Outstanding		No	No	No			
5.11.04	Toilet Cubicles	Outstanding		No	No	No			
5.11.05	Bathroom Pods	Outstanding		No	No	No			
5.11.06	Vanity Units	Outstanding		No	No	No			
5.11.07	Toilet Accessories	Outstanding		No	No	No			

5.04	Fire Protection (Passive)									
5.04.01	AOVs	Outstanding		No	No	No				
5.04.02	Fire Curtains / Smoke Curtains	Outstanding		No	No	No				
5.04.03	Fire Stopping	Outstanding		No	No	No				
5.04.04	Intumescent Paint	Outstanding		No	No	No				
5.05	Flooring									
5.05.01	Carpet Flooring	Outstanding		No	No	No				
5.05.02	Raised Access Floor (RAF)	Outstanding		No	No	No				
5.05.03	Tiling	Outstanding		No	No	No				
5.05.04	Timber Flooring	Outstanding		No	No	No				
5.05.05	Vinyl & Marmoleum Flooring	Outstanding		No	No	No				
5.05.06	Matwell	Outstanding		No	No	No				
5.05.07	Floor Screed	Outstanding		No	No	No				
5.06	Internal Doors and Ironmongery									
5.06.01	Ironmongery	Outstanding		No	No	No				
5.06.02	Internal Steel Doors	Outstanding		No	No	No				
5.06.03	Timber Doors	Outstanding		No	No	No				
5.07	Internal Handrails and Balustrades	Outstanding		No	No	No				
5.08	Internal Signage & Manifestations									
5.08.01	Internal Signage	Outstanding		No	No	No				
5.08.02	Manifestations	Outstanding		No	No	No				
5.08.03	Graphics	Outstanding		No	No	No				
5.09	Internal Walls and Partitions									
5.09.01	Internal Screens & Shutters	Outstanding		No	No	No				
5.09.02	Internal Windows	Outstanding		No	No	No				
5.09.03	Painting & Decorating	Outstanding		No	No	No				
5.09.04	Partitions (Glazed)	Outstanding		No	No	No				
5.09.05	Partitions (Plasterboard)	Outstanding		No	No	No				
5.09.06	Wall Finishes	Outstanding		No	No	No				
5.09.07	Wall Protection & Crash Rails	Outstanding		No	No	No				
5.09.08	Movable Walls	Outstanding		No	No	No				
5.09.09	Acoustic Wall Panels	Outstanding		No	No	No				
5.10	Joinery Finishes, Furniture & Storage									
5.10.01	Fitted Furniture	Outstanding		No	No	No				
5.10.02	Fitted Storage Units	Outstanding		No	No	No				
5.10.03	Lockers	Outstanding		No	No	No				
5.10.04	Loose Furniture	Outstanding		No	No	No				
5.10.05	Reception Desk	Outstanding		No	No	No				
5.10.06	Kitchens & Tea Stations	Outstanding		No	No	No				
5.11	Toilets and Sanitary Ware									
5.11.01	IPS Panels	Outstanding		No	No	No				
5.11.02	Mirrors	Outstanding		No	No	No				
5.11.03	Sanitary Ware	Outstanding		No	No	No				
5.11.04	Toilet Cubicles	Outstanding		No	No	No				
5.11.05	Bathroom Pods	Outstanding		No	No	No				
5.11.06	Vanity Units	Outstanding		No	No	No				
5.11.07	Toilet Accessories	Outstanding		No	No	No				
6.00	**LIFTS**									
6.01	Passenger Lifts	Outstanding		No	No	No				
6.02	Goods Lifts	Outstanding		No	No	No				
6.03	Accessible Lift	Outstanding		No	No	No				
6.04	Lifting Platform	Outstanding		No	No	No				
6.05	Lifting Eyes	Outstanding		No	No	No				
7.00	**ELECTRICAL SERVICES**									
7.00	General Electrical	Outstanding		No	No	No				
7.01	Audio Visual	Outstanding		No	No	No				
7.02	Cable, Trunking & Conduit	Outstanding		No	No	No				
7.03	Data & I.T.	Outstanding		No	No	No				
7.04	Disabled Refuge System	Outstanding		No	No	No				
7.05	Disabled Call System	Outstanding		No	No	No				
7.06	Fire Alarm	Outstanding		No	No	No				
7.07	Fire Suppression System	Outstanding		No	No	No				
7.08	General Services (Small Power)	Outstanding		No	No	No				
7.09	Generator	Outstanding		No	No	No				
7.10	Induction Loop	Outstanding		No	No	No				
7.11	L.V. Installation	Outstanding		No	No	No				
7.12	Leak Detection	Outstanding		No	No	No				
7.13	Lighting									
7.13.01	General & Emergency Lighting	Outstanding		No	No	No				
7.13.02	Lighting Control	Outstanding		No	No	No				
7.13.03	External Lighting	Outstanding		No	No	No				
7.14	Lightning Protection	Outstanding		No	No	No				
7.15	M.V. Installation	Outstanding		No	No	No				
7.16	P.A. System	Outstanding		No	No	No				
7.17	Power Factor Correction	Outstanding		No	No	No				
7.18	Sound System	Outstanding		No	No	No				
7.19	Telephone & TV System	Outstanding		No	No	No				
7.20	UPS	Outstanding		No	No	No				
7.21	Photovoltaic (PV) Installation	Outstanding		No	No	No				
7.21.1	ESB NCS Form (PV Microgeneration)	Outstanding		No	No	No				
7.22	Car Charging (Electrical)	Outstanding		No	No	No				
7.23	Electric Heating	Outstanding		No	No	No				
8.00	**SECURITY SERVICES**									
8.01	Access Control	Outstanding		No	No	No				
8.02	CCTV	Outstanding		No	No	No				
8.03	Intruder Alarm	Outstanding		No	No	No				
9.00	**MECHANICAL SERVICES**									
9.00	General Mechanical	Outstanding		No	No	No				
9.01	Heating, Ventilation & Air Conditioning									
9.01.01	Air Conditioning	Outstanding		No	No	No				
9.01.02	Carpark Ventilation	Outstanding		No	No	No				
9.01.03	General Ventilation	Outstanding		No	No	No				
9.01.04	Smoke Extract	Outstanding		No	No	No				
9.01.05	Heat Pump Installation	Outstanding		No	No	No				
9.02	Mains Water Services (Pumps & Tanks)	Outstanding		No	No	No				
9.03	Water Filtration Systems	Outstanding		No	No	No				
9.04	Irrigation System	Outstanding		No	No	No				
9.05	Attenuation Tanks & Pumps	Outstanding		No	No	No				
9.06	Petrol Interceptors	Outstanding		No	No	No				
9.07	Controls (BMS)									
9.07.01	Building Management System (BMS)	Outstanding		No	No	No				
9.07.02	Facade Management System	Outstanding		No	No	No				
9.08	Domestic Water Services	Outstanding		No	No	No				
9.09	Fire Protection (Active)									
9.09.01	Dry Riser System	Outstanding		No	No	No				
9.09.02	Fire Extinguishers	Outstanding		No	No	No				
9.09.03	Fire Hose Reels	Outstanding		No	No	No				
9.09.04	Mist System	Outstanding		No	No	No				
9.09.05	Smoke Control	Outstanding		No	No	No				
9.09.06	Sprinkler System	Outstanding		No	No	No				
9.10	Fossil Fuel (Supply or Storage)	Outstanding		No	No	No				
9.11	LPHW Installation	Outstanding		No	No	No				
9.12	Soils & Wastes	Outstanding		No	No	No				
10.00	**GENERAL OPERATIONAL INFORMATION**									
10.01	Building Information									
10.01.01	Handover Appendix (Templates)	Outstanding		No	No	No				
10.01.01.01	Asset Register	Outstanding		No	No	No				
10.01.01.02	Schedule of Accommodation	Outstanding		No	No	No				
10.01.01.03	Block Key Schedule	Outstanding		No	No	No				
10.01.01.04	Apartment Key Schedule	Outstanding		No	No	No				
10.01.01.05	Car Parking Schedule	Outstanding		No	No	No				
10.01.02	Eircodes	Outstanding		No	No	No				
10.01.03	MPRN Numbers	Outstanding		No	No	No				
10.01.04	MPRN Numbers	Outstanding		No	No	No				
10.01.05	Service Agreements	Outstanding		No	No	No				

APPENDIX 2

FORMS OF DEFECTS CERTIFICATES

NOTIFICATION IN RESPECT OF DEFECTS

Project Name: …
Contract No: …
Date: …

Issued by: [Technical Monitor]
To: [Developer]

Notification No: …

Subject: …

You are notified under Clause 19.15 of the Development Agreement:

Details:

[*details to be inserted, e.g.*

1.1 *of a test or inspection*

1.2 *of the result of a test or inspection*

1.3 *of the cost incurred by the Employer in repeating a test or inspection*

1.4 *that plant and materials have passed a test or inspection*

1.5 *of a Defect*

1.6 *of the issue of the Defect Certificate*

1.7 *of a proposal to accept a Defect*

1.8 *of the cost to the Employer of having a Defect corrected*

1.9 *of the cost the Developer would incur in correcting a Defect]*

Attachments: …

Distribution: …

INSTRUCTIONS IN RESPECT OF DEFECTS

Project Name: …
Contract No: …
Date: …

Issued by: [Technical Monitor]
To: [Developer]

Instruction No : …

Subject: …

You are instructed under Clause 19.15 of the Development Agreement:

Details:
…
[details to be inserted]

Attachments: …

Distribution: …

APPENDIX 3

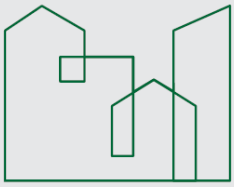
VISUAL IDENTITY GUIDELINES

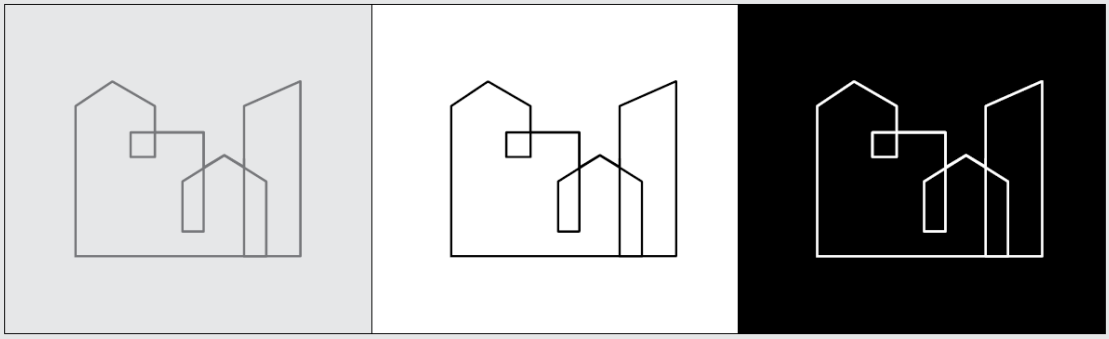


01 Core Brand Elements

1.1 Logomark

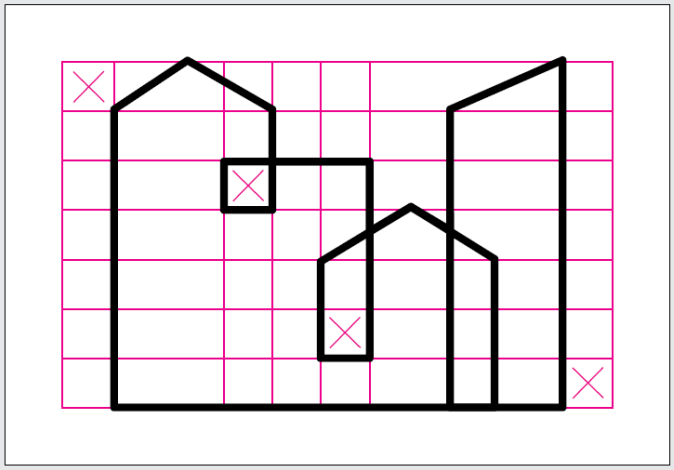
Simply put, our logomark is our signature and identifies our brand. The LDA logomark is:
1. Simple. Simplicity makes the mark easy to remember.
2. Timeless. The logomark is designed for lasting impact, ensuring the LDA's identity stands the test of time.
3. Versatile. The logomark is designed to work as well in black & white copy as it does in colour. The logomark should work across many formats, from small, printed business cards to large digital banner displays.





1.2 Logomark Grid

Our logomark grid serves as a foundational tool to ensure visual balance, alignment, and consistency across all applications. This grid is designed to maintain the integrity of our brand identity, allowing for seamless scalability and adaptability.



1.3 Logomark + Acronym

The 'LDA' Logotype (Acronym) brings with it a strong first impression. This style of acronym logo is easy-to-perceive, both visually and phonetically. Letters are a simple and memorable design element, and are especially effective when paired with balanced colours, an appropriate font and a well contrasted logomark.

LDA

1.4 Complete Logo

The complete logo features the full brand name in both Irish and English text. **Note: Irish text always comes first.** Introducing the full brand name below in a small font size, is a simple yet effective way to introduce the full company name without taking too much away from the logomark and acronym (the primary core elements).



1.5.1 Application: Solid Background



1.5.2 Application: Image Background





1.6 Incorrect Logo Application

Our logo master artworks have been created in specific colours, sizes and formats (as outlined in previous pages).
The logo master artworks must not be adjusted, skewed, or rotated in any way.
Below are some examples of logo misuse. Follow these guidelines closely to avoid the incorrect use of our logo.















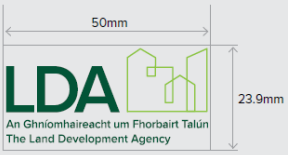




1.7 Minimum Size for Print and Screen



Screen



Print



02 Colour Swatches

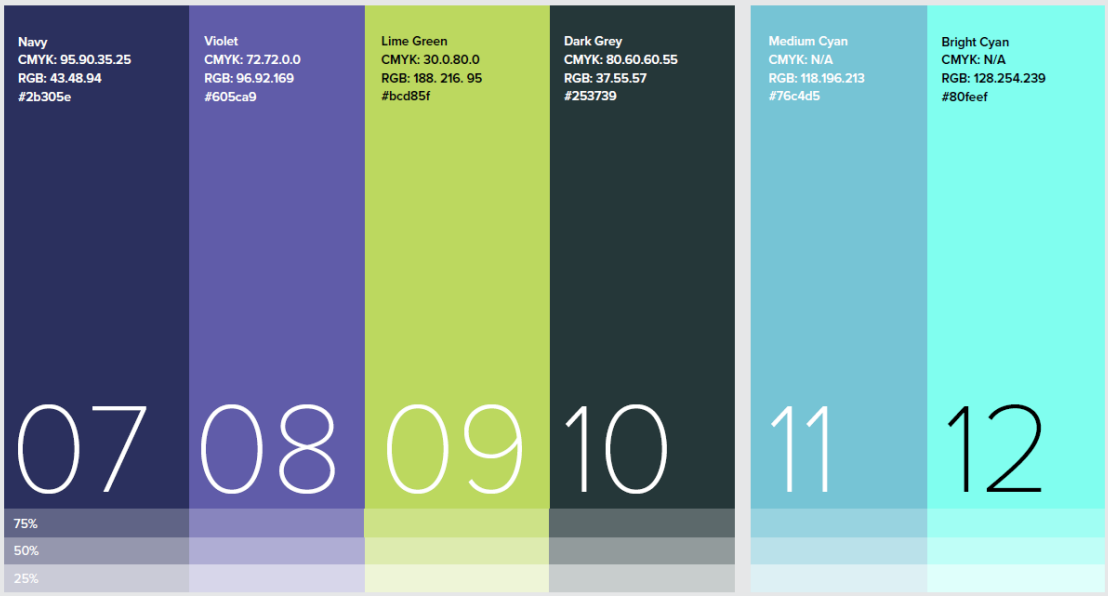
2.1 Primary Colours

Our brand colour palette serves as a foundational guide to ensure consistency across all applications. While the primary colours define our core identity, lighter variations can also be used to enhance design flexibility. These shades help create depth, hierarchy, and contrast while staying true to our brand aesthetic. You are encouraged to use these variations thoughtfully to maintain visual harmony. Our primary colour palette consists of six colours and are the most widely used in all LDA communications and designs. The palette contains three greens (a dark, a middle and a light), as well as a medium grey. These colours are supported by black and white which are most commonly used for text.



2.2 Secondary and Tertiary Colours

In addition to our primary palette, we also have secondary and tertiary palettes available for instances when more colour is required.
The secondary palette (navy, violet, lime green and dark grey) may be used for colour coding, charts, text boxes or infographics.
The tertiary palette (medium cyan and bright cyan) is reserved for use on social media and in other limited circumstances. It is not for general use on LDA communications. It is recommended to seek advice from internal.communications@lda.ie before use.



03 Typography

3.1 Primary Typeface

Our primary typeface is Proxima Nova. All professionally designed LDA communications must use this typeface. It is a modern, geometric sans serif with excellent legibility. The typeface is available in a wide range of weights and is well suited to handling complex typographic systems on screen and in print. We may use any of the family's weights, from thin to black, as well as their matching italics. It is available to install from Adobe Fonts – **fonts.adobe.com/fonts/proxima-nova**

Proxima Nova

Thin
Thin (Italic)
Light
Light (Italic)
Regular
Regular (Italic)
Medium
Medium (Italic)
Semibold
Semibold (Italic)
Bold
Bold (Italic)
Extrabold
Extrabold (Italic)
Black
Black (Italic)

AbCcDdEeFfGgHhIiJjKkLlMmNn
OoPpQqRrSsTtUuVvWwXxYyZz
#/!@&-@™

Light

Regular

Bold

3.2 Primary Support Typeface

In addition to our primary typeface we also use a supporting serif, Proxima Sera, which is also reserved for professionally designed communications and should not be used for general communications internally. While Proxima Nova is used for the majority of copy, Proxima Sera is useful for quotations, numerals, highlights or any large piece of type (16pt and above) that needs to draw attention to itself. We may use all of its weights, from thin to black as well as their matching italics. It is available to install from Adobe Fonts – **fonts.adobe.com/fonts/proxima-sera**

Proxima Sera

Thin
Thin (Italic)
Light
Light (Italic)
Regular
Regular (Italic)
Medium
Medium (Italic)
Semibold
Semibold (Italic)
Bold
Bold (Italic)
Extrabold
Extrabold (Italic)
Black
Black (Italic)

AbCcDdEeFfGgHhIiJjKkLlMmNn
OoPpQqRrSsTtUuVvWwXxYyZz
#/!@&-@™

Light
Regular
Bold

3.3 System Typeface

Our system typeface is Aptos. It is the default typeface used across the entire Microsoft Office suite. All PowerPoint presentations, Word templates and email communications should be created using Aptos as this ensures consistency and removes any risk around font installation and access. Aptos comes in a wide range of weights and style but in the interest of usability we limit our use to the Light, Regular and Bold weights, in addition to the matching italic for each. Proxima Nova or Proxima Sera are reserved for professionally designed communications and should not be used for general communications internally.

Aptos

Light
Light (Italic)
Regular
Regular (Italic)
Bold
Bold (Italic)

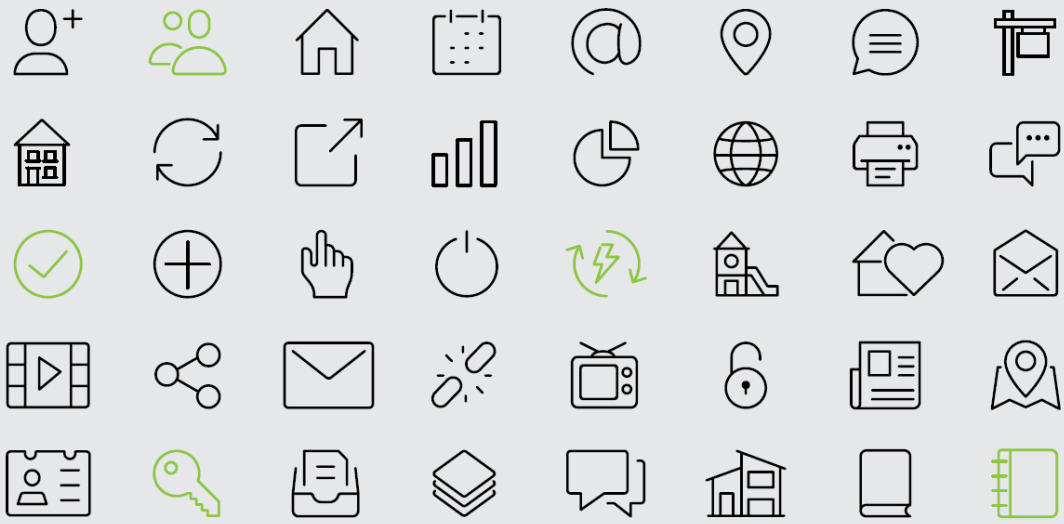
AbCcDdEeFfGgHhIiJjKkLlMmNn
OoPpQqRrSsTtUuVvWwXxYyZz
#/!@&-@™

Light
Regular
Bold

04 Icons / Photography

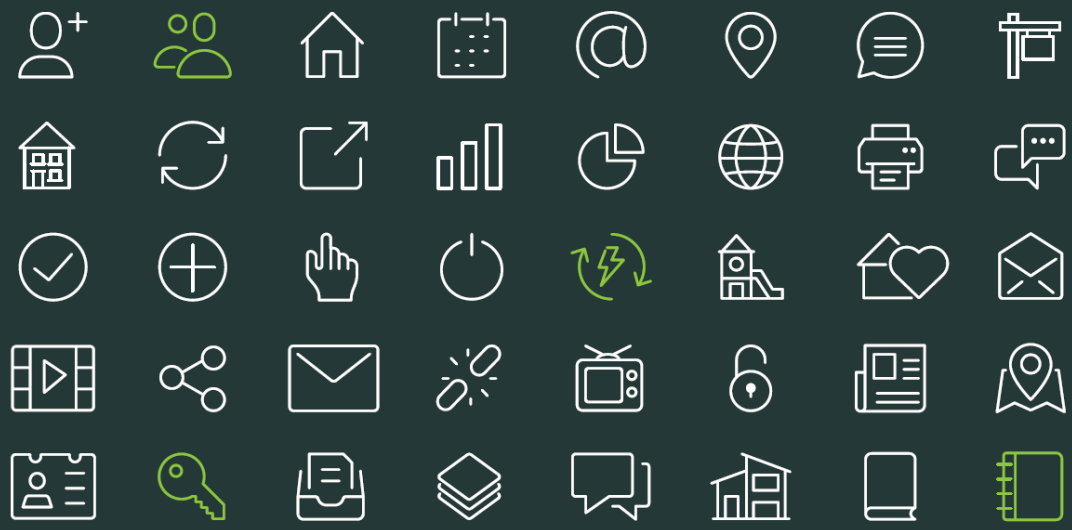
4.1 Icon Set

We use icons to help visually illustrate content. Below is a sample of our icon style.
Always ensure the style and stroke width matches the below when creating new icons.
Never download icons from stock libraries as the style will not match.
Our icon set can appear in any colour from our primary palette.



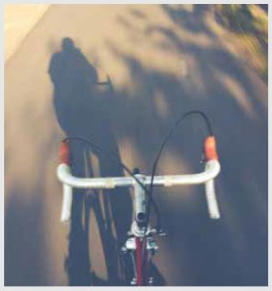
4.2 Icon Set Reversed

Below is our icon suite with colour reversed for use on dark backgrounds.



4.3 Photography Style People & Placemaking





4.4 Photography Style Development







LDA Site Signage Examples

Site Mesh / Heras Fencing









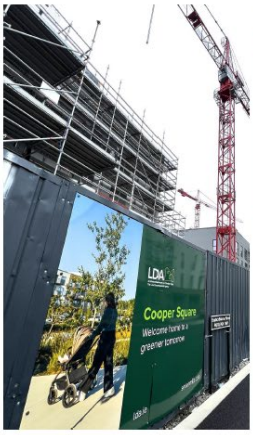


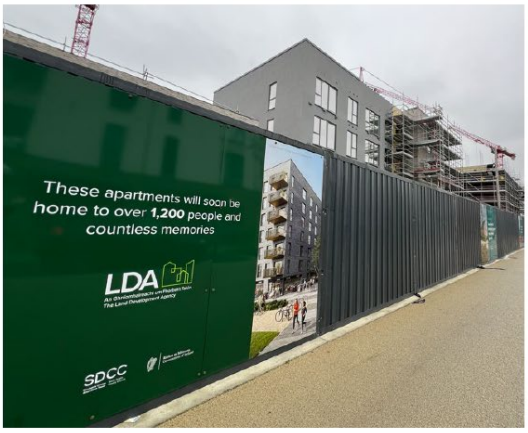




LDA Hoarding
Examples









LDA Crane Signage







APPENDIX 4

DESIGN RESPONSIBILITY - INTERFACE MATRIX

| | Design Responsibility Matrix | | |

Insitu Concrete																										
13.14	structural design, supports, fixings			R															x					x	
13.15	rebar design			R															x					x	
13.16	fire performance and related protection							R											x					x	
13.17	accoustic performance															R			x					x	
13.18	Setout, geometry		A	R															x						
Precast Concrete																										
13.19	structural design, supports, fixings			R															x	R	x	x	x	x	
13.20	rebar design			R															x	R	x	x	x	x	
13.21	fire performance and related protection												R						x	R	x	x	x	x	
13.22	accoustic performance															R			x	R	x	x	x	x	
13.23	requirement for openings related to M+E										R								x	R	x	x	x	x	
13.24	Setout, geometry		A	R															x						
14	**Floors**	**SE**																								
14.1	fire related performance												R						x					x	
14.2	requirement of openings in floors related to M + E and size										R								x						
14.3	general size and setout of openings		R																x						
14.4	part M requirements including slip resistance, LRVs								R					R					x						
14.5	non-structural screeds (sand cement)			R															x	R					
14.6	structural requirements including supports, movement joints, deflections, secondary steel, bracing			R															x						
Suspended Timber Floors																										
14.7	structural design, supports, fixings, screed structural			R															x	R	x	x	x	x	
14.8	fire performance requirements							R											x	R	x	x	x	x	
14.9	accoustic performance requirement and specification															R			x						
14.10	Setout, geometry		R																x						
Precast Concrete Floors																										
14.11	structural design, supports, fixings, screed structural			R															x	R	x	x	x	x	
14.12	fire performance requirements							R											x	R	x	x	x	x	
14.13	accoustic performance requirement and specification															R			x	R	x	x	x	x	
14.14	Setout, geometry		R																x						
15	**Brickwork/Blockwork incl. Supports and Lintols**	**AR**																								
15.1	Block and Brickwork structural requirements								R										x					x	
15.2	specification of mortar								R										x					x	
15.3	Block - supports, relieving angles, ties, restraints, windposts, lintols and other structural requirements								R										x		x	x	x	x	
15.4	Brick - supports, ties, restraints, lintols, relieving angles and other structural requirements								R										x	R	x	x	x	x	
15.5	deflection requirement and movement joints								R										x						
15.6	block and brickwork selection and finish including mortar finish and colour (aesthetic)		R																x						
15.7	block and brickwork setout and geometry requirements		R																x						
16	**Envelope**	**AR**																								
16.1	External Windows and Doors performance incl U-value, accoustics		R												R	R			x	R	x	x	x	x	
16.2	coordination details and schedules		R																x	R	x	x	x	x	
16.3	accoustic performance of envelope		A													R			x	R	x	x	x	x	
16.4	thermal bridge & condensation analysis and airtightness detailing of interfaces		A												R				x	R	x	x	x	x	
16.5	ventilation performance and penetration including opening requirements for windows and doors				R										R				x						
16.6	Part M requirements		R											R											
16.7	Structural Support - steelwork primary and secondary including deflection assessments, movement joint requirements			R															x	R	x	x	x	x	
16.8	façade setout and geometry		R																x						
16.9	window door finish specification								R										x					x	
17	**Roof Finishes**	**AR**																								
17.1	roof finish and build up selection and specification		R																x					x	
17.2	Fire performance requirements												R						x					x	
17.3	penetrations and weathering detail		R																x					x	
17.4	roof terrace falls		R																x					x	
17.5	external rainwater goods selection and design		R																x					x	
18	**Stairs and Steps**	**AR**																								
18.1	general setout coordination		R																x						
18.2	Part M requirements		R											A					x						
18.3	Fire related requirements							R											x		x	x	x	x	
18.4	external stairs finish		R				R												x						
Timber Stairs																										
18.5	structural design, support, fixings								R										x	R	x	x	x	x	
18.6	setout, geometry		R																x	R	x	x	x		
Precast Concrete Stairs																										
18.7	structural design, support, fixings								R										x	R	x	x	x	x	
18.8	setout, geometry		R																x	R	x	x	x		
19	**Handrails and Balustrades**	**AR**																								
External to Stairs																										
19.1	coordination and setout		R																x	R	x	x	x	x	
19.2	part M requirement		R											R					x	R	x	x	x	x	
19.3	finish		R				R												x	R	x	x	x	x	
External to Roof Terraces																										
19.4	performance requirement and scope		R																x	R	x	x	x	x	
19.5	structural design, support, fixings			R															x	R	x	x	x	x	
19.6	finish and setout		R																x						
20	**Internal Walls incl. Encasement**	**AR**																								
20.1	fire requirements		A					R											x					x	
20.2	accoustic requirements incl insulation and reverberation		A													R			x					x	
20.3	secondary steel design and requirement			R															x	R	x	x	x	x	
20.4	general design, coordination, performance spec and setout		R																x						
20.5	finishes and selection of fittings								R										x					x	
21	**Finishes - External and Internal**	**AR**																								
21.1	fire performance of all finishes incl surface spread of flame												R						x					x	
21.2	Part M requirements													R					x						
21.3	Accoustic requirements															R			x						
External																										
21.4	Surface Finishes - Roads				R		R												x						
21.5	Surface Finishes - hard landscaping incl steps,falls,levels						R												x						
21.6	external metalwork landscape - finish						R												x						
21.7	drainage elements within finish layer and and planters - eg Accs,slot drains				R		R												x					x	
21.8	façade finishes aesthetic selection		R																x					x	
21.9	finishes to M+E related fittings - aesthetic		R																x					x	
21.10	roof finishes		R																x						
21.11	Cleaning strategy		A				A											R							
Internal																										
21.12	walls		R																x						
21.13	floors		R																x						
21.14	ceilings		R																x					x	
21.15	metalwork		R																x					x	
21.16	sanitaryware								R										x					x	
21.17	doors								R										x	R	x	x	x	x	
21.18	general joinery								R										x						
22	**Fire Related Design**	**FC**																								
22.1	General overall building and external fire strategy							R											x						
22.2	Fire Protection to structure			R									R						x					x	
22.3	Fire Protection to precast structure												R						x	R	x	x	x	x	
22.4	intumescent design, incl corrosion classification, critical												R						x	R	x	x	x	x	
22.5	Fire Protection - finishes		R										R						x					x	
22.6	Fire stopping and breait design							R					R						x					x	
22.7	façade related fire design		R										R						x						
23	**DAC & UD Related Design**	**DAC**																								
23.1	General overall building and external DAC strategy		R											R											
24	**Sanitary Fittings**	**AR**																								
24.1	Selection performance					R													x					x	
24.2	Selection aesthetics								R										x						
24.3	Part M/UD requirements		R																x						
24.4	Coordinated Drawings and setout		R			A													x						
25	**Joinery**	**AR**																								
Internal Timber Doors incl. Ironmongery																			x						
25.1	Part M requirements including interface with other elements		R											R					x					x	
25.2	Accoustic requirement															R			x					x	
25.3	Fire related requirement								R				R						x					x	
25.4	Internal door and ironmongery selection and finish								R										x					x	

General Joinery																										
25.5	Skirtings, architraves, window reveals, cills								R												x					
Kitchens																										
25.6	layout and selection		R						R												x	R	x	x	x	x
25.7	M+E coordination - access to services					R															x	R	x	x	x	x
Fitted Wardrobes																										
25.8	layout and selection		R						R												x	R	x	x	x	x
26	**External Works and Landscaping**	**LA**																								
26.1	Coordinated landscaping design & setout						R																			
26.2	Part M requirements		A				R							A							x					
26.3	vehicular access and safety design				R																x					
26.4	M+E requirements incl lightining					R	A														x					
26.5	drainage requirements						R				R										x					
Boundaries																										
26.6	walls in landscaping incl stub walls below railings associated			A			R														x					
26.7	Boundary Railings, gates associated with building		A				R														x	R	x	x	x	x
Metalwork																										
26.8	External handrails + guardings balustrades						R														x	R	x	x	x	x
26.9	External guardings balustrades around patios		A				R														x	R	x	x	x	x
Roads and Footpaths																										
26.10	Road and foothpath build up				R																x					
26.11	Hardscaping finishes & build up -foothpaths, shared surfaces etc				R		R														x					
Landscaping																										
26.12	Hard landscape generally						R														x					
26.13	on-curtilage bike stores and layout		R				A														x					
26.14	communal bike store and layout		R				A														x					
26.15	visitor bike stands						R														x					
26.16	external bin stores and layout		R				A														x					
26.17	communal bin store and layout		R				A														x					
26.18	Bollards, including drop bollards						R														x					
26.19	Kerbing				A		R														x					
26.20	Soft Landscaping						R														x					
26.21	Street furniture						R														x					x
26.22	Irrigation				A		R														x	R	x	x	x	x
27	**Signage**	**AR**																								
27.1	Traffic & Road				R																x					
27.2	Statutory fire							R													x	R	x	x	x	x
27.3	Statutory M+E					R															x					
27.4	Building numbers/names		R				A							R							x					
27.5	External Branded Wayfinding & Directional		R				A							R							x					
27.6	Line marking				R																x					

	Lead Designer/Coordinator Responsibility:		The main coordinators design coordinator role is to manage all design team consultants and specialist designers that are appointed to the project. The lead designer / coordinator consultant reviews all incoming information from other design
			Integrating different aspects of design information received from other designers and their interfaces into the overall design.
			Integrating different aspects of performance specification information, and recommendations received from other consulting designers and consultants and specialists and their interfaces into the overall design.
			Integrating Fire, DAC, Acoustic strategy report information, and recommendations received from those consultants into the overall design.
			Co-ordinating the issue of production information to contractors and the review of designs prepared by contractors/sub - contractors.
			Final approval of sub contract information received (pending other design team consultants Status `A` approval), including shop drawings, tech submittals, CE certification, EN certification, Irish Agreement and other testing submittals.
			Co-ordinating recommendations and input received from other consulting designers, consultants and specialists when carrying out reviews of sub contractor information for approval.
	Full Design	Full design responsibility includes:	
			Preparation of designs and modification of same as appropriate taking account of design information, recommendations and other input received from other consulting designers, consultants and specialists.
			Co-ordinating with any relevant design consultants or third parties from whom approval is required in respect of statuory consents which ever applicable.
			Preparation of Post tender Full Design information for construction stage which includes drawings, design details, specifications and design calculations
			Taking cognisance of health and safety all those involved in the construction, use, maintanence, refurbishment and eventual demolition of the element depending on the design element.
			Collaborating with any other designers on the project to eliminate foreseeble health and safety risks to anyone affected by the work and, where that is not possible, take steps to reduce or control those risks.
			Communicating to the team any design changes necessary to achieve compliance with design intent and statuory consents.
			Engaging with the review and approval process of sub contractor drawing, technical submittal process.
			Visiting the site at intervals to ensure that the works are being carried out in accordance with the design intent, construction information issued and specification.
			Verifying that the final, as-built construction complies with the scheme intent, construction information issued and specification.
	Scheme Performance and Performance Specification Design	Scheme Performance & Performance Spesification Design responsibility includes:	
			Preparation of "Scheme Performance" describing the strategy to achieve compliance with statuory obligations of the building regulations functional requirements and health and safety requirements in respect of the design whilst leaving the
			Preparation of "Performance Specification" describing the end result of an element, with an objective(s) or standard(s) to be achieved whilst leaving the determination of how the result is reached to the full designer / specialist contractor of that
			Co-ordinating with the design team to ensure that they are aware of statuory obligations relavant to their responsibilities within the project and to ensure that their designs meet with the objectives of the scheme performance/strategy.
			Co-ordinating with specialist designers to ensure that they are aware of statuory obligations relevant to their responsibilities within the project and that they are met in their design , technical submittals.
			Co-ordinating with any relevant third parties from whom approval is required and communicate to the team any design changes necessary to achieve compliance with statuory consents.
			Advising and making recommendations in respect of design details prepared by various designers.
			Engaging with the review and approval process of sub contractor drawing, technical submittal process.
			Visiting the site at intervals to monitor the construction process and ensure that the works are being carried out in accordance with the scheme performance / strategy or Performance Spesification.
			Verifying that the final, as-built construction complies with the scheme performance/strategy or Performance Specification.
	Specialist	Specialist responsibility includes:	
			Advising and making recommendations within their speciality in respect of the overall design, design details prepared by various designers.
			Preparation of "specialist report" describing the strategy to achieve compliance with functional requirements,statuory obligations of the building regulations, and health and safety requirements in respect of the design whilst leaving the
			Co-ordinating with the design team to ensure that they are aware of statuory obligations relavant to their responsibilities within the project and to ensure that their designs meet with the objectives set out in the report.
			Co-ordinating with team to ensure that they are aware of statuory obligations relevant to their responsibilities within the project and that they are met in their design, technical submittals etc.
			Visiting the site at intervals to monitor the construction process and ensure that the works are being carried out in accordance with the requirements set out in the report.
			Reporting at appropriate that the construction work relating to their report is being carried out to meet the requirements set out in their report.
			Co-ordinating with the any relevant third parties from whom approval is required and communicate to the team any design changes necessary to achieve compliance with statuory consents.
			Verifying that the final, as-built construction complies with the requirements set out in their report through any testing they are engaged to carry out.
	Sub Contractor/Supplier	Sub contractor responsibility includes:	
			Preparation of design which includes drawings, design details, calculations, furnishing technical submittals to demonstrate how the element or elements will meet the criteria set out in the performance design, performance design

APPENDIX 5

PART 1

DEFINITIONS

"**Employer Sustainability Requirements**" means the sustainability criteria and supporting evidence set out in **Appendix 6: Table 1** which the Vendor shall deliver in a timely manner (as noted in table 1) to ensure that the requirements are integrated into the project delivery programme, can support demonstration of EU Taxonomy Compliance and be de-facto evidence for relevant HPI indicators as part of the HPI certification process.

"**HPI**" means the Home Performance Index certification system administered by the Irish Green Building Council (IGBC).

"**HPI Manual**" means the HPI Technical Manual for the most current version at time of registration of the project by the contractor/ developer. The HPI Manual sets out the criteria which must be met to achieve HPI certification. It is a requirement of the Employer that a minimum score of 50% is achieved. Indicators which are aligned with and can be evidenced by the Assessments noted in Appendix 6 table 1 shall be considered as **mandatory indicators** to be achieved as part of HPI certification by the Vendor.

"HPI Certification" The Employer recognises that, due to the availability of evidence required for HPI certification, that there may be an administrative lag between programmed date for practical completion and timeline for assessment of evidence and final HPI certification by IGBC. In these circumstances The Employer will accept confirmation that a valid application for HPI certification has been made. FINAL HPI certification must be achieved at least 3 months prior to the expiry of the defect's liability period.

"**Taxonomy Compliant**" means that the relevant works are taxonomy compliant in accordance with: the Section 7.7 (Acquisition and ownership buildings) technical screening criteria under EU Regulation 2020/852 of the European Parliament and of the Council and "**Taxonomy Compliance**" shall be construed accordingly. The Vendor must demonstrate compliance and issue a statement with supporting documentation to that effect prior to practical completion.

Weather & Climate Data means the appropriate dataset as noted in the LDA guidance notes referenced in Table 1. It is noted that there is a lag between ongoing global level data updates and translation to national level data which will be reflected in updates to LDA guidance notes. The Vendor shall confirm with the LDA the appropriate datasets to use prior to procuring assessments noted in **Appendix 5: Table 1:**

Safety File: Deliverables, including evidence noted in Table 1 shall be included under LDA Safety File Index-1.09.04 Sustainability Consultants. The deliverables are:

1. Completed Energy Strategy Report (validation)
2. Airtightness Tests
3. Thermal Integrity Report in line with EN ISO 6781
4. Whole Life Cycle Carbon Assessment
5. Overheating Assessment
6. Flood Risk Assessment & Mitigation Report
7. SUDS Strategy
8. Climate Risk and Vulnerability Assessment
9. Construction & Demolition Waste Management Implementation Report
10. Biodiversity / Ecology report
11. Part L DEAP Reports & BER Certification
12. EU Taxonomy Compliance Statement cross referenced to supporting evidence
13. HPI Certification / Confirmation of valid submission to IGB

PART 2

Taxonomy-related Sustainability Metrics

		What is required	Evidence	When
Energy & Carbon	1	The Vendor shall validate the energy performance characteristics of their proposal – Energy, Carbon & Ventilation - using the **LDA Energy Strategy** Design Guidance, Modelling Brief and Assessment Model. The Vendor will make all necessary design and / or specification amendments to their proposal to satisfy the performance criteria set out therein.	**Completed energy strategy report (validation) and supporting documentation,** demonstrating EU Taxonomy, HPI and Part L Compliance, submitted to The Employer for review. **The Energy Strategy Report will form an input to the Climate Risk and Vulnerability Assessment noted at 8 below**	Prior to commencement of works
	2	**Air tightness testing** to EN?????	Completed air tightness testing report demonstrating that minimum air tightness levels as set out in the LDA Energy Strategy Guidance has been achieved.	In line with project programme and as set out in benchmark list
	3	**Thermal Integrity Testing** in line with EN ISO 6781 in line with the following process (unless otherwise agreed with LDA): 1 – Identification of representative junctions for detailed investigation to be agreed with LDA at least 2 weeks prior to PC. 2 – activation of heating in all areas at least 1 week prior to PC (confirm with AM). 3 – commencement of thermal imaging– all external envelopes of all blocks in relevant phase (walls, under croft and roofs) at earliest date on which required temperature delta is reached. 4 – validate and amend as necessary selection of representative junctions and report to employer. 5 – commence representative sampling of agreed junctions at soonest possible opportunity. 6 – issue report to technical due diligence teams / employer for review	**Thermal Integrity Report in line with EN ISO 6781:** The report will demonstrate the thermal integrity of the building envelope. Where defects are identified they will be made good and re-test carried out to confirm effectiveness of remedial works. The contractor will use best endeavours to complete all testing & remedial works where required, and re-testing prior to the end of the defect's liability period. Where this is not possible the Defects liability period will be extended until works and associated re-testing are complete.	To commence min 2 weeks prior to PC and complete ASAP thereafter.
	4	The vendor will procure a **whole life carbon assessment** of the completed development in line with EN-15978	Some detail required	To commence Prior to Practical Completion.
	5	Conduct **overheating analysis** in line with LDA overheating Guidance note in development brief. Analysis to be conducted at earliest practical stage to establish risk areas and appropriate mitigation strategies.	**Overheating Analysis Report:** Prepared using CIBSE TM 59 (2026) Report to include but not be limited to: Use of appropriate Irish weather files as per LDA Overheating guidance note. Modelling parameters as set out in LDA overheating guidance note. Confirmation that all mitigation measures included to ensure overheating remains within acceptable limits have been communicated to the design team and integrated into the project design, spec and delivery programme.	Prior to commencement of works

			The Energy Strategy Report will form an input to the Climate Risk and Vulnerability Assessment noted at 8 below	
Climate Adaptation	**6**	The Vendor will procure or validate an existing **Flood Risk Assessment** (FRA) for their proposal using OPW CFRAM data and should consider the combined effects of location specific risks associated with fluvial flooding and / or sea level rise.	**Flood Risk Assessment & Mitigation Report:** Where design changes are required to mitigate risks identified in the FRA the Vendor will demonstrate that the mitigation measures have been incorporated into the design and that all relevant construction documentation is updated. The Vendor will ensure that all proposals are compliant with the as-granted planning consents or notify the Client of the requirement for planning regularisation where appropriate. **The Flood risk Assessment & Mitigation Measures Report will form an input to the Climate Risk and Vulnerability Assessment noted at 8 below**	Prior to commencement of works
	7	The Vendor will either procure or validate an existing SW run off calculation and verify that the proposed **SUDS strategy** can accommodate projected increase in precipitation at the site location. Projected increases in precipitation will be calculated by an environmental consultant using site specific Met Eireann Translate Weather Data (based on 1.5km grid) using RCP 8.5 for 2041 – 2070 & 2071-2100. Use max 1-day and 5-day precipitation for prescribed scenario and epoch	**SUDS Report:** contents to include but not be limited to: Demonstration that design is based on projections noted. Demonstration that the design proposals preferred and incorporated nature-based solutions. Quantification of the extent to which NBS and grey infrastructure contribute to the SUDS strategy. **The SUDS report will form an input to the Climate Risk and Vulnerability Assessment noted at 7 below**	SUDS report to be validated against LDA requirements **prior to commencement** of works.
	8	The Vendor will procure a **Climate Vulnerability and Risk Assessment (CVRA)** of their proposal in accordance with EN????? and LDA guidance note: The CVRA will include input from the design team reports as noted at 1,5,6 & 7 above.	**Climate Vulnerability and Risk Assessment (CVRA):** To include but not be limited to: Clear assessment of climate related risks which may impact the development. Clear documentation of measures included to mitigate the identified risks. Clear identification of residual risks to be managed.	Prior to commencement of works
Circularity	**9**	**Construction & Demolition waste management plan:** monthly reporting detailing categories and weight of waste removed from site and subsequent treatment, including but not limited to diversion to recycling, recovery or disposal.	**Construction & Demolition Waste Management Implementation Report.** Report should document alignment of on-site practice with the C&D waste management plan and LDA targets including but not limited to: Monthly & cumulative totals of waste in each category Statement on alignment with Taxonomy requirements re construction waste recovery targets. (min 70% recovery & repurposing).	Construction & demolition waste management should feature as a discussion item monthly

Biodiversity	**10**	BNG assessment using the latest version of DEFRA's Natural England Metric. Baseline and post intervention assessments based on the procured design. Works which could improve the BNG score should be quantified and presented to the Employer for review and instruction at commencement of works. Ecological assessment report and recommendations, including Habitat classifications and codes described in 'A Guide to Habitats in Ireland' (Fossitt, 2000). the site should also be searched for species listed on the Third Schedule of the European Communities (Birds and Natural Habitats) Regulations (S.I. 477 of 2011). The LDA is a signatory to the 2026 – 2030 All Ireland Pollinator Plan (AIPP) and all planting schedules should be reviewed and amended as necessary to demonstrate alignment with the plan.	**Biodiversity / Ecology report:** including but not limited to the following contents: BNG assessment report & recommendations Ecological assessment report and recommendations Supporting evidence that the recommendations contained in the BNG and Ecology reports have been incorporated into the development (monthly site inspection reports by the ecologist, planting schedules, site evidence – photos etc) Statement of alignment with the All-Ireland Pollinator Plan and supporting evidence. Landscape Maintenance and Management Plan for Biodiversity, for inclusion in the O&M manuals.	BNG baseline assessment and Ecological assessment **must be completed prior to commencement of works**. Monthly Site inspections by ecologist Final report issued prior to Practical Completion.