

Technical Guidance Document TGD-008 Engaging Professional Consultants for Small Works

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Revision 1: Pages 10 and 11, TGD007 3rd Edition amended to read TGD008 3rd edition, changes highlighted in red on those pages

1. INTRODUCTION

1.1 Purpose of Document

- (a) This document sets out the procedures to be followed for the engagement of consultant(s) for small works (including Summer Works and Emergency Works projects) and should be read in conjunction with the Administrative Procedures governing the particular Scheme.
- (b) For details of the terms and conditions of a particular scheme refer to the documentation issued with the relevant scheme.

1.2 Definitions

- (a) For the purpose of this document the term School Authority means the Board of Management or other body legally entrusted with the management of the School.
- (b) A Design Team refers to all the professional advisors engaged by the School Authority for the project

1.3 Scope of Professional advice

- (a) The engagement of appropriate professional advice is essential for (a) the preparation of the initial technical reports and (b) all other technical advice for construction projects. These are 2 separate appointments.
 - (i) When engaging professional advice for the preparation of a report, the School Authority must appoint the relevant consultant for that task only and must not enter into any commitments regarding an overall appointment or fees for works other than the preparation of the report and must make this clear to the Consultant before the appointment is made.
- (b) **For all construction projects (including refurbishment & repairs) it is a legal requirement to appoint a competent person to act as Project Supervisor (Design Process [PSDP]).** Refer also to [Section 4](#).
- (c) For most projects with an estimated construction value of less than €500,000 (incl. VAT) a full design team is not required. Unless the project is particularly complex and difficult, the appointment of a single Consultant may be appropriate. Whether for the preparation of a report or for professional services including design and contract supervision, the appropriate consultants) to be appointed (and the range of appropriate professional advice) will vary from project to project. Refer to the relevant sections below i.e. [Section 2.0 Technical Reports](#) and [Section 3.0 Engaging Consultants for a Project](#).

2. TECHNICAL REPORTS

2.1 Consultants for Technical Reports

- (a) The School Authority should refer to the documentation issued with the relevant Department Circular for advice on the scope of the technical report required.
- (b) When a School Authority engages professional advice to assist in the preparation of the initial technical report, the cost must be met in full out of the school's own resources.
- (c) **The School Authority must select an appropriate consultant for the type of work being recommended:**
 - (i) If the work comprises [additional accommodation](#), has a substantive element of [Architectural Design](#), or [substantial \(exceeding €200,000 incl. VAT\) repairs/remedial works](#) related to the fabric of the building (e.g. major roof repairs, windows, Toilet refurbishment up-grade, H&S works etc) the School Authority must appoint a [Registered Architect](#). A Civil Structural Engineer, Mechanical & Electrical Engineer, Architectural Technician, Chartered Architectural Technologist, Building Surveyor or Quantity Surveyor is not an acceptable consultant for this work.
 - (ii) If the report refers to [Site works or drainage](#) (e.g. Car-parking, Traffic management, Effluent treatment etc), or to the [structural integrity of the building](#) (e.g. structural defects, concrete spalling etc) a Civil/Structural Engineer or Registered Architect should be appointed. A Mechanical & Electrical Engineer, Architectural Technician, Chartered Architectural Technologist, Building Surveyor or Quantity Surveyor is not an acceptable consultant for this work.
 - (iii) If the report refers to [Mechanical or Electrical Works](#) (e.g. Boiler, Heating installation, Electrical Installation, Fire alarm etc) a Building Services Engineering (Mechanical & Electrical) Consultancy Practice with a Chartered Engineer at director/ management level, qualified in the specific discipline (note general mechanical engineering qualifications are not appropriate for electrical projects) to complete final quality assurance checks and sign off, must be directly appointed. No other consultant is acceptable for this work and no subcontracting of this work is permitted.
 - (iv) If the report refers only to [limited \(not exceeding €200,000 incl. VAT\) repairs/remedial works](#) related to the fabric of the building (e.g. roof repairs, windows, minor H&S works etc) the School Authority may appoint a Registered Architect, Civil/Structural Engineer, Architectural Technician, Chartered Architectural Technologist, or Building Surveyor. An M&E Engineer or Quantity Surveyor is not an acceptable consultant for this work.

- (d) The consultant should have appropriate professional Qualifications, Professional Indemnity Cover and previous experience in preparing reports of a similar nature.
- (e) **When engaging professional advice for the preparation of a report, the School Authority must appoint the relevant consultant for that task only.** The School Authority must not enter into any commitments regarding an overall appointment or fees for works other than the preparation of the report and must make this clear to the Consultant before the appointment is made.
- (f) The appointment of a Project Supervisor (Design) Process is not normally required for the preparation of a report.

2.2 Procurement of Consultants for Technical Reports

- (a) The Fee for the Technical Report must be a lump-sum fee (ex VAT). A lump-sum fee means a fixed price in Euros.
- (b) A minimum of at least 5 quotes in writing or by email (from suitable consultants – see above) must be sought and a minimum of 3 written quotations obtained.
 - (i) School Authorities are also required to consider any Consultant (being qualified in the appropriate discipline) who has expressed an interest in tendering for the project (e.g. by writing or emailing the school), and where that Consultant meets the minimum standard required, they must include that Consultant on the list of firms from whom quotes are to be obtained.
 - (ii) There is no upper limit on the number of Consultants permitted to submit quotes.
- (c) To enable the School Authority to assess which firm to engage it is recommended that the following information be requested from the Consultants under consideration for the work:
 - (i) Evidence of experience in projects of a similar nature (either in the preparation of reports or carrying out the work), including experience in estimating costs.
 - (ii) A VAT inclusive all-in lump-sum fee (including buying-in¹ other services as required, and all expenses)
 - (iii) A brief summary of the scope of work covered by the above lump-sum fee and a timescale for the delivery of the report
- (d) If a consultancy firm is under consideration for appointment the School Authority should also seek confirmation of appropriate Professional Qualifications, Professional Indemnity Insurance and Employer's Liability Insurance
- (e) If fewer than 5 firms submit tenders, the Contracting Authority should only proceed with an award if it considers that there has been genuine competition and that the tender being considered for acceptance represents value-for-money.
- (f) If there is the possibility that there could be interest from another jurisdiction (e.g. Northern Ireland) it is important to ensure that the principles under the Treaty of Rome of Transparency and Non-Discrimination are observed.
- (g) For a technical report (as above) a formal contract is not required. A simple letter of appointment summarising the agreed scope of work should suffice
- (h) The level of fee should be confirmed in the letter of appointment and must relate to the preparation of that report only.

3. Engaging Consultants for a Construction Project

3.1 General

- (a) When funding has been approved and a School Authority engages professional advice to carry out a project the cost of such professional services (including VAT & all expenses) must be met in full out of the approved grant.
- (b) **School Authorities are not allowed to appoint a consultant for the project (other than for the initial Technical Report) until funding for the project has been approved.**
 - (i) The appointment of an appropriate consultant for the project (i.e. the design and contract supervision stage) is a separate appointment process to the engagement of a consultant for the Technical Report.
 - (ii) School Authorities are not allowed to extend the appointment of the consultant for the Technical Report to include the design and contract supervision stages. A separate tender process must take place.

3.2 Consultants for a Construction Project

- (a) **For all construction projects it is a legal requirement to appoint a competent person to act as Project Supervisor (Design) Process. This is a separate appointment with a separate fee that should reflect the nature and complexity of the project.** [see Section 4]

¹ "Buying-in" means that the professional consultant engaged by the school undertakes as part of the overall fee to get advice as required from other professional disciplines (e.g. Quantity Surveyor, Structural and M&E Engineers)

- (b) For all projects the engagement of appropriate professional advice is essential. For most small works projects a full design team is not required. Unless the project is particularly complex and difficult, the appointment of a single consultant may be appropriate as long as relevant advice from other disciplines (e.g. Quantity Surveyor, Structural Engineer, M&E Engineer, Architect or other relevant discipline) is included as part of the consultant’s service.
- (c) If the work comprises **additional accommodation**, has a substantive element of **Architectural Design**, or comprises **substantial (exceeding €200,000) repairs/remedial works** related to the fabric of the building (e.g. major roof repairs, windows, Toilet refurbishment up-grade, H&S works etc) the School Authority must appoint a Registered Architect.
 - (i) A Civil Structural Engineer, Mechanical & Electrical Engineer, Architectural Technician, Chartered Architectural Technologist, Building Surveyor or Quantity Surveyor is not an acceptable consultant for this work.
 - (ii) The cost of the service must include “buying in” the advice of a Quantity Surveyor, Civil Structural Engineer, and Building Services Engineer (Mechanical & Electrical) as required.
- (d) If the work comprises **site works or drainage** (e.g. Car-parking, Traffic management, Effluent treatment etc), or to the **structural integrity of the building** (e.g. structural defects, concrete spalling etc) a Civil/Structural Engineer or Registered Architect should be appointed.
 - (i) An M&E Engineer, Architectural Technician, Chartered Architectural Technologist, Building Surveyor or Quantity Surveyor is not an acceptable consultant for this work.
 - (ii) The cost of the service must include “buying in” the advice of a Quantity Surveyor, an Architect, and Building Services Engineer (Mechanical & Electrical) as required.
- (e) If the work comprises Mechanical or Electrical Works (e.g. Boiler, Heating installation, Electrical Installation, Fire alarm etc) a Building Services Engineering (Mechanical & Electrical) firm with a Chartered Engineer at director/ management level, qualified in the specific discipline (note general mechanical engineering qualifications are not appropriate for electrical projects) to complete final quality assurance checks and sign off, must be directly appointed. No other consultant is acceptable for this work and no subcontracting of this work is permitted.
 - (i) The cost of the service must include “buying in” the advice of a Quantity Surveyor, Architect, and Civil Structural Engineer as required.
- (f) If the work comprises **limited (not exceeding €200,000) repairs/remedial works** related to the fabric of the building (e.g. roof repairs, windows, minor H&S works etc) the School Authority may appoint a Registered Architect, Civil/Structural Engineer, Architectural Technician, Chartered Architectural Technologist, or Building Surveyor.
 - (i) The cost of the service must include “buying in” the advice of a Quantity Surveyor, Architect, Civil Structural Engineer and Building Services Engineer (Mechanical & Electrical) as required.

3.3 Procurement of Consultants for the Design and Contract Supervision stages

- (a) The Fee for the consultant’s appointment must be a lump-sum fee (ex VAT). A lump-sum fee means a fixed price in Euros.
- (b) When the estimated aggregated value (total fees) of all consultancy appointments for a project is greater than €50,000 (including VAT) the tender opportunity must be advertised on eTenders using the Open Procedure and using the tender documentation available on the Department’s website at www.education.ie under Planning/Building Unit > Technical Guidance.
- (c) When the aggregated value (total fees) of all consultancy appointments for a project is below €50,000 (including VAT) the consultancy appointments do not have to be advertised on eTenders.
 - (i) If there is the possibility of cross-border interest you must place an advertisement in eTenders. (Apart from that the procedure for appointing consultants is the same as below)
- (d) At least five firms should be invited to tender (from suitable consultants – see above) with the expectation that five tenders (in writing or by email) will be received.
- (e) **School Authorities and their Consultants are required to consider any Consultant (being qualified in the appropriate discipline) who has expressed an interest in tendering for the project (e.g. by writing or emailing the school), and where that Consultant meets (or declares that they meet) the minimum standard required, they must include that Consultant on the list of firms from whom tender submissions are being obtained.**
- (f) There is no upper limit on the number of Consultants permitted to submit quotes.
- (g) The School Authority should send a copy of the Technical Report, the approval letter from the DoES, a copy of the Form of Tender at **Appendix A**, and any other relevant information to all consultants (see above) stating the time and date for return of Quotes/Tender Submissions (allow at least 2 weeks), the information to be submitted with the quote/tender and the format for submissions.
- (h) The tender submission should comprise:

- (i) The Project Service: A summary of the service to be provided on this project including how the project will be completed on time and within budget
- (ii) The form of tender and declaration at Appendix A signed by a member of the firm
- No other information is necessary or should be considered.
- (i) When the tender time and date has expired, open all submissions. There are 2 award criteria (i) Project Service and (ii) Price.
- (j) Mark all the tenderers' Project Service submissions out of 70 marks. Exclude any submissions getting less than 28 marks (40%).
- (k) Assign 30 marks to the Tenderer (who meets the minimum quality marks requirements of 28 marks) with the lowest price. For each of the other qualifying tenderers deduct 1% for each % difference from the qualifying tender with the lowest price
- (i) For example Tenderer Q with a lump-sum price of €10,000 had the lowest price of all qualifying tenderers. Tenderer X with a lump-sum price of €17,000 also qualified on quality (i.e got 28 marks or more). To calculate Tenderer X's mark divide Tenderer X's price (€17,000) by the lowest price (€10,000) and multiply by 100 to get the relative % i.e. 170%. Subtract 100% to get the % difference i.e. 70%. Thus Tenderer X is entitled to 30 marks less 70% i.e. 30% x 30 marks = 9 marks. The following formula will also calculate the marks due to each qualifying tenderer:
- $$\text{Tenderer X's Price mark} = 2 - (\text{Tenderer X's Price} / \text{Lowest qualifying Tenderer's Price}) \times 30 \text{ marks}$$
- (l) Add the quality and the price marks for each qualifying tenderer. The firm with the best score is the Preferred Tenderer.
- (m) Now you need to check the qualifications, experience, Health and Safety Competence, insurances, tax clearance of the preferred tenderer. You do this by writing a Letter of Intent to the firm in question asking for the relevant evidence (see template at Appendix B)
- (n) When the information is returned check to see that it is complete and that the firm does meet the necessary standard (you must see the original current C2 Tax clearance certificate - a copy won't do).
- (o) The required standard for the qualifications of the person proposed for the project is as follows:
- (i) All consultants must have a relevant degree/diploma qualification
 - (ii) Architects must be Registered Architects under the Building Control Act 2007. The Panel established by the Minister for the Environment and Local Government in 1996 (for the purpose of registration) is no longer applicable. All Architects must be registered.
 - (iii) Quantity Surveyors must be members of the SCS/RICS, and
 - (iv) Engineers must have an appropriate degree qualification and be eligible for membership of the IEI/ACEI.
 - (v) Equivalent qualifications from another EU member state and membership of an equivalent EU professional body will also be deemed acceptable.
 - The minimum equivalent qualifications requirement for Architects is "Architects holding qualifications under EU Directive 85/384/EEC or Equivalent". Equivalent here means a person holding a qualification equivalent to a qualification for the purposes of the Directive.
 - To comply with EU Directive 85/384/EEC, Architects must have education and training leading to diplomas, certificates and other evidence of formal qualifications through courses of studies at university level concerned principally with architecture and balanced between the theoretical and practical aspects. The total length of education and training shall be a minimum of either four years of full time studies at a university or comparable educational establishment, or at least six years of study at a university or comparable educational establishment of which at least three must be full time; such education and training shall be concluded by successful completion of an examination of degree standard. See also: <http://europa.eu.int/>
- (p) **If the firm does not provide the necessary evidence or does not meet the required standard (e.g. if the person proposed for the project was not suitably qualified) you may exclude that firm and proceed to the next highest scoring tenderer.**
- (q) When you have confirmed that the preferred bidder meets the necessary requirements (as above), you are now ready to appoint that firm. Refer to [Section 5.0](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.
- (r) Lastly, if fewer than five firms submit tenders (in writing or by email), the School Authority should only proceed with an award if it considers that there has been genuine competition and that the tender being considered for acceptance represents value-for-money. If there is the possibility that there could be interest from another jurisdiction (e.g. Northern Ireland) it is important to ensure that the principles under the Treaty of Rome of Transparency and Non-Discrimination are observed.

4. PROJECT SUPERVISOR (DESIGN) PROCESS

4.1 Legal Obligations

- (a) **For all construction projects (including refurbishment & repairs) it is a legal requirement to appoint a competent person to act as Project Supervisor (Design) Process [PSDP].**
- (b) This is a separate appointment with a separate fee that should reflect the nature and complexity of the project.
- (c) As part of, or in addition to, the general duties of a Project Supervisor (Design) Process under the Health Safety and Welfare at Work (Construction) Regulations 2006, the scope of the works should include the following:
 - (i) An assessment of all relevant safety issues;
 - (ii) Preparation of a Preliminary Health & Safety Plan;
 - (iii) Assisting in the assessment of the competence of the Contractors to act as Project Supervisor (Construction) Stage; and
 - (iv) Preparation and assembly of the Safety file based on information supplied by others (the Consultant and the Contractor)
- (d) **It is a requirement of the Health Safety and Welfare at Work (Construction) Regulations that the Client, (in this case the School Authority) satisfies itself that the individual engaged to act as PSDP is competent to carry out that role.**
- (e) It is not a requirement that the consultant engaged to carry out the Architectural or Engineering services should also be appointed as PSDP. Unless the School Authority is satisfied that the firm under consideration is competent to act as PSDP, it should not appoint that firm to the role of PSDP. Only those firms who have demonstrated competence should be considered for appointment.
- (f) The appointment of a Project Supervisor (Design) Process is not normally required for the preparation of an initial Technical Report.

4.2 Procurement of PSDP for the Design and Construction stages

- (a) First proceed with the tender competition for the main Consultant. When you are satisfied that the preferred bidder meets the minimum requirements (See Section 3), but prior to that appointment refer to the form of tender for the preferred bidder.
- (b) The form of Tender has an optional section where the tenderer can state whether they are both competent and willing to carry out the role of PSDP.
- (c) If the estimated capital value of the project is less than €1,000,000 and the preferred bidder has declared himself/herself both competent and willing, you may negotiate a price with that firm for the service.
 - (i) For normal projects (i.e. without special H&S considerations – like asbestos), the cost of the service should be about €800 plus 0.2% of the estimated project value. The fee must be a fixed price in Euros and not a variable amount. (€800 plus 0.2% of the estimated project value is not a fixed fee!)
 - (ii) For example on a roof repair project (without special H&S complexities) of €300,000, one would anticipate a fee for circa €1,400.
- (d) For projects larger than €1,000,000 you should procure a PSDP by other means (See Section 4.4)
- (e) For projects with special H&S considerations, one would anticipate a higher level of training and competence and a slightly increased fee.
- (f) If you cannot agree a fee within these guidelines you should indicate to the preferred bidder that you will not be availing of their services as PSDP and proceed to procure a PSDP by other means (see Section 4.4)

4.3 Evidence of Competency

- (a) Next you must verify the preferred bidder's competence. This is a legal requirement (see above) and is very important. **If the School Authority appoint a PSDP without first verifying the PSDP's competence, the School Authority is guilty of a criminal offence.**
- (b) To be suitable to act as PSDP on a project an individual must both be aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2006 (or subsequent legislation/regulations) and have the resources and competency to carry them out.
- (c) Competency can be demonstrated by professional qualifications and experience. While H&S training is important, the more important requirement is professional qualifications and experience in the relevant discipline (e.g. Architect). H&S qualifications without experience in the construction process are not sufficient.

- (d) For projects without special H&S considerations, the signed declaration at Appendix C plus professional qualifications (in a relevant discipline) and experience of the person proposed for the role of PSDP may be sufficient evidence of competency. Evidence of having fulfilled the role of PSDP in a satisfactory manner on previous projects would provide additional reassurance.
- (e) If the project has special H&S considerations evidence of externally accredited H&S training for the role of PSDP may also be required. Other evidence that may be requested includes:
 - (i) a copy of their current general health and safety policy
 - (ii) an outline of the firm's management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety
 - (iii) Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005
 - (iv) Arrangements for continuing professional development
 - (v) Details of the firm's procedures for disseminating information and up-to-date developments on health and safety issues
- (f) Under [Section 3.3 Procurement of Consultants for the Design and Contract Supervision stages](#) you will be writing a letter of intent to the Consultant (Template B). This Letter contains a section on the role of PSDP and describes the evidence of competency required. When the evidence is returned, make sure that:
 - (i) The H&S Declaration includes the role of PSDP or that a separate signed PSDP declaration is included
 - Where enforcement actions, legal proceedings, accidents, fatalities or incidents have been recorded, evidence must be provided that adequate measures have been put in place by the applicant firm to address any deficiencies in their H&S procedures.
 - (ii) The person to act as PSDP has appropriate professional qualifications and experience both in his/her professional discipline and in fulfilling the role of PSDP.
- (g) When you have confirmed that the preferred bidder meets the necessary requirements (as above), you are now ready to appoint that firm both as consultant and as PSDP. Refer to [Section 5.0](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

4.4 Alternative procurement process for PSDP

- (a) The School Authority at all times may choose to engage a separate PSDP (not being the main Consultant for the project). If the School wishes to engage a separate PSDP they should make it clear to consultants tendering that the role of PSDP is not part of the tender competition.
- (b) Equally, if the preferred bidder (to fulfil the role of Consultant for the project) does not wish to be considered for the role of PSDP, or is not considered by you to meet the standard required, or if a reasonable price for the service cannot be negotiated with the preferred bidder, then you may choose to procure a PSDP by other means.
- (c) First get the help of your Consultant (whether actually appointed or still a preferred bidder) in finding suitable firms to tender for the role. Such firms may include specialist H&S firms or those who were unsuccessful tenderers for the role of main consultant.
- (d) Next write or e-mail the selected list (giving details of the project) and ask for a price for the role of PSDP and a declaration of competency for the role. Most firms will provide back-up evidence of competency but this is not essential at this stage.
- (e) Select the firm with the best price for the project (check that there are no onerous terms and conditions) and if no evidence of competency was included with the quote write to that firm requesting such evidence (as Section 4.3 above)
- (f) When you are satisfied as to the competency of the preferred firm you are now ready to appoint that firm as PSDP. Refer to [Section 5.0](#) for how to complete the process and prepare a contract (Conditions of Engagement and Schedules) for signature by both parties.

5. APPOINTMENT OF CONSULTANT(S) AND/OR PSDP

5.1 Letters of Regret

- (a) When the best candidate has been selected following receipt of tenders, and before the School Authority make an appointment you must send letters of regret to the unsuccessful candidates informing them that they have not been successful.
- (b) You must allow a reasonable period of time (say 16 calendar days) from the date of issue of the regret letters before you confirm the successful consultants' appointments. This period is obligatory to allow time for the unsuccessful candidates to query the reasons for their lack of success

5.2 Conditions of Engagement

- (a) Once the letters of regret have issued and a reasonable period of time has elapsed the School Authority are ready to appoint the Consultant and/or PSDP. To do this, it is necessary to execute a formal agreement with that consultant called the Standard Conditions of Engagement for Consultancy Services (Technical Services) which is available on the web at www.education.ie under School Planning/Building > Technical guidance > Procedures.
- (b) The Standard Conditions of Engagement for Consultancy Services (Technical Services) sets out the general terms and conditions of contract.

5.3 Schedule A and B

- (a) Schedule A and B to the Conditions of Engagement (which are attached to the Contract) set out the project specific requirements. The School Authority must complete Schedule A and B before issuing the Conditions of Engagement to the Consultant for signature.
- (b) To help the School Authority fill in Schedule A and B a guide to completing the Schedule is attached at [Appendix D](#). The School Authority should use it to help them complete the actual form
- (c) In general any items not highlighted are not capable of change in the actual electronic form. Items in green, are guidance to you on what to do but do not form part of the schedule. Items in Yellow are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.
- (d) The Schedule (both A and B) should always be completed by the Contracting Authority and not the Consultant.
- (e) The Schedule must reflect and include the scope of work for which the consultant submitted his fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time.

5.4 Contract Signings

- (a) Once the Schedule has been prepared and attached to the Conditions of Engagement, they should be sent to the Consultant for signature together with a letter of acceptance. Once the consultant has signed the contract, he/she can start work on the project

5.5 Maintaining records

- (a) The importance of maintaining an efficient system for keeping records cannot be overstated. At any time throughout the project, the Department (and/or in the case of an accident the Health & Safety Authority) may wish to audit the records of the Board of Management to ensure that proper procedures are being adhered to and that vital information is being retained. The Board of Management should set up their own filing system, one that recognises the different areas of a building project (e.g. Design Team appointments, Financial, submissions from the consultant, general correspondence, minutes of meetings, etc).

Form of Tender for Small Works

For

Construction Consultancy Services

For

Project

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

A Dhaoine Uaisle

We have examined and understand the Conditions of Engagement for Consultancy Services (Technical), the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract. We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph using fully designed tender documents developed in full compliance with the Department of Education and Skills technical guidance documents for the fixed price lump sum fee of:

Insert amount in Euro excl VAT (words or numerals accepted)

as adjusted in accordance with the contract.

The amounts set out in this Form of Tender includes the full scope of services required to complete the project in a professional manner (including “buying-in” all relevant other consultancy disciplines), expenses, and any intellectual property rights required. Costs associated with fulfilling the role of PSDP are not included in the above tender sum. We confirm that no further fee adjustments will apply with the exception of substantive Client changes.

We wish to be considered for the role of PSDP and declare that our firm is competent to carry out that role.

Yes/No

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

- < 60 days after the end of the last day for submission of this Tender
- < expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive. We further agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

We declare that we meet the minimum requirements for award stated below and confirm that we will if requested by the School Authority (in writing or by email) provide the required evidence of compliance within 7 days. We further acknowledge and accept that in the event that our firm cannot or does not provide all of the required evidence to the satisfaction of the School Authority, within the time period required, the firm’s Tender will be deemed to be invalid and will be excluded from further consideration.

Minimum requirements for award:

1. The work will be carried out by a member of our staff (to be nominated prior to award) being fully qualified in the relevant discipline for the categories of work stated in the Tender Documents or TGD008 3rd Edition
2. 3 examples of work by the firm of a similar nature size and complexity within the last 7 years
3. Current Professional Indemnity Insurance (minimum €1.0m and excess not to exceed 1.5%), Public liability Insurance (€6.5m) and Employer’s Liability Insurance (€13.0m)
4. Current C2/Tax clearance certificate
5. Signed Health and Safety Declaration of Competency as Designer (as at TGD008 3rd Edition, Appendix C)

Minimum requirements for award for PSDP for projects without special H&S considerations:

1. The work will be carried out by a member of our staff (to be nominated prior to award) being fully qualified and experienced in the provision of professional services for construction projects who has fulfilled the role of PSDP in a satisfactory manner on previous construction projects
2. Signed Health and Safety Declaration of Competency as PSDP (as at TGD008 3rd Edition, Appendix C)

Additional requirements for award for PSDP (at the discretion of the School Authority) for projects, where in the view of the School Authority special H&S considerations do apply:

3. Evidence of externally accredited H&S training for the role of PSDP
4. a copy of their current general health and safety policy
5. an outline of the firm’s management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety
6. Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005
7. Arrangements for continuing professional development
8. Details of the firm’s procedures for disseminating information and up-to-date developments on health and safety issues

Is sinne, le meas

Signed on behalf of

Name of Tenderer:

Signature of authorised person :
(Principal or Director)

Name of authorised person and
position in firm:

Date:

ARCHIVED - SEE WWW.EDUCATION.IE FOR LATEST VERSION

LETTER OF INTENT

[Date]

To [Name and address of tenderer]

Re: Construction Consultancy Services for [Title of Project e.g. Replacement Roof to Block A, school]

Subject to Contract/Contract Denied

A Dhaoine Uaisle

I refer to your tender dated _____ for the above contract in the amount of € _____ ex VAT.

I write to inform you that we intend to issue a Letter of Acceptance to you, subject to the receipt of all the following items within the required time period of 7 days. Please be advised that if you cannot or do not provide all of the required evidence to the satisfaction of the School Authority, within the above time period your tender will be deemed to be invalid and will be excluded from further consideration.

- The name of the qualified person to undertake the work
- Details of the qualifications of the nominated person (as above) sufficient to demonstrate compliance with TGD007 Section 3.0 and any requirements stated in the Tender Documents
- 3 examples of work by the firm of a similar nature, size and complexity within the last 7 years
- Evidence of Current Professional Indemnity Insurance (minimum €1.0m and excess not to exceed 1.5%), Public liability Insurance (€6.5m) and Employer's Liability Insurance (€13.0m)
- A Current C2/Tax clearance certificate, and
- a Signed Health and Safety Declaration of Competency as Designer (as at TGD008 3rd Edition, Appendix C)

[If the tenderer has indicated he/she wishes to be considered for the role of PSDP the following additional requirements should be included – (Delete this note)]

- The name of the qualified person to undertake the role of PSDP (may be the same as above)
- Details of the qualifications and experience of the nominated person sufficient to demonstrate competency to fulfil the role of PSDP. This should include details of construction projects where the nominated person fulfilled the role of PSDP in a satisfactory manner
- A Signed Health and Safety Declaration of Competency as PSDP (as at TGD008 3rd Edition)
- Evidence that the firm's Professional Indemnity Insurance is endorsed to include PSDP services

[If the tenderer has indicated he/she wishes to be considered for the role of PSDP and, in the view of the School Authority the project has special H&S considerations (e.g. Asbestos), some or all of the following may be included– (Delete this note)]

- Evidence of externally accredited H&S training for the person nominated to fulfil role of PSDP
- a copy of the firm's current general health and safety policy
- an outline of the firm's management organisational structure with regard to allocation of duties, delegation of responsibilities etc., in relation to Health and Safety
- Copies of standard forms used for risk assessments as part of their duties under the Safety, Health and Welfare at Work Act 2005
- Arrangements for continuing professional development

- Details of the firm's procedures for disseminating information and up-to-date developments on health and safety issues

If any of the above listed items is not provided within 7 days of the date of this letter, we may proceed to award the contract to another tenderer.

Award of the contract will also be conditional on Board of Management approval and the approval of funding for this project by the Department of Education and Science.

This is not the Letter of Acceptance. The Employer has not accepted your tender.

Please return a copy of this letter acknowledging receipt as indicated below.

Is mise, le meas

Signed: _____ [On behalf of the Employer]

We acknowledge receipt of this letter on _____ (date)

Signed: _____ [On behalf of the tenderer]

ARCHIVED - SEE www.education.ie FOR LATEST VERSION

Design Appointee - Health and Safety Declaration

Re: [Project Name]

We [name of applicant firm]

proposing to act as Designer/PSDP on the above Project hereby declare the following:

We (the above stated firm) are members of, or eligible to be a member of the

In the case of Design Services the RIAI/ACEI/SCS/IEI/(Other). In the case of PSDP as a special skill the NISO/OSH/RIAI/ACEI/SCS/IEI/(Other).

being the relevant professional institution for the above stated Design/PSDP Consultancy service.

[Name] is responsible for Health & Safety Management within the practice.

We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 and the Safety Health & Welfare at Work (Construction) Regulations 2006.

DESIGN

In particular as designers we are aware of and will take into account the general principles of prevention as enumerated below when carrying out design work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP in his role.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO DESIGNER AND PSDP

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

GENERAL PRINCIPLES OF PREVENTION

- i) The avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress
- vi) The replacement of dangerous articles, substances or systems of work by non dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures of priority over individual protective measures.
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The giving of appropriate training and instruction to employees.

DESIGNER

We are aware as designers of our obligations under Section 17 (2) of the Safety Health & Welfare at Work Act 2005 to ensure so far as is reasonably practicable that the project—

- (a) is designed and is capable of being constructed to be safe and without risk to health,
- (b) can be maintained safely and without risk to health during use, and
- (c) complies in all respects, as appropriate, with the relevant statutory provisions

We confirm that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007, the Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007, and the HSA frequently asked questions on Risk assessments available at <http://www.hsa.ie/eng/FAQs/Safety Statement and Risk Assessment/>, and that risk assessments will be carried out and maintained on the job file. We confirm that in our opinion this declaration is deemed to satisfy our obligations in relation to the following areas given the scope and nature of the proposed works.

- H&S Policy & Organisation
- Arrangements
- Competent Advice
- Training & Information
- Individual Qualifications & Experience
- Monitoring, Audit & Review
- Workforce Involvement
- Accident/Incident Reporting, Review
- Sub Consulting Procedures
- Hazard Management & Risk Assessment
- Health & Welfare

There have been no enforcement actions, legal proceedings accidents, fatalities or incidents associated with the discharge of our duties as Designers over the last three years.

None/
See details below

If any enforcement actions, legal proceedings accidents, fatalities or incidents give details:

We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Safety, Health and Welfare at Work Act 2005 and that our organisation has adequate resources to fulfil the role of Designer.

On behalf of the Applicant, I declare that the Applicant is not guilty of misrepresentation in supplying or failing to supply the information requested

Signed Date:

For and on behalf of Applicant (signature must be that of a Director/Principal)

Name (block letters)

Title (block letters)

GUIDANCE ON COMPLETING THE SCHEDULES TO THE STANDARD CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES (TECHNICAL)

When the School Authority is ready to appoint a Consultant (See Section 5), it is necessary to execute a formal agreement with that consultant called the Standard Conditions of Engagement for Consultancy Services (available on the web at www.education.ie under **School Planning/Building > Technical guidance > Procedures**) or www.constructionprocurement.gov.ie.

The following guidance should be used to help the School Authority complete Schedules A and B to the rear of the Conditions. **The Schedules should always be completed by the School Authority and not the Consultant.**

The Schedules should reflect and include the scope of work for which the consultant submitted his fee and any special arrangements (for example any additional services that the consultant is including for the lump-sum fee) made at that time. In general any items not highlighted are not capable of change in the actual electronic form.

Items in **green** are guidance to you on what to do but do not form part of the schedule. Items in **Yellow** are the moving parts of the Schedule (both Parts A and B). In most instances they should not be changed unless the green guidance recommends it.

SCHEDULE A: CONTRACT PARTICULARS

1. APPOINTMENT

1 Client, Consultant, Contact Details

Client	
Name	[normally School Board of Management]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]
Client's Representative	
Name	[normally Chairperson Board of Management or Principal]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]
Consultant	
Name	[Consultancy firm]
Telephone	[enter details]
Mobile	[enter details]
Fax	[enter details]
Email	[enter details]
Consultant's Representative	
Name	[Person in firm dealing with project]
Telephone	As above [amend if different]
Mobile	As above [amend if different]
Fax	As above [amend if different]
Email	As above [amend if different]

2 PROJECT:

[Enter Brief description of the works e.g. All as per attached scope of work]

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

Scope of work [attached to these Conditions of Engagement] and [add other documents if required]

Available on the web at www.education.ie:

The Design Team Procedures 2007 and associated DTP Practice Notes; (as applicable) DoES TGD007, DoES TGD001 to TGD006, and DoES TGD020 to TGD023

2. PERFORMANCE

12 Consultant has no authority to make –

any Change Order with an extra value above: € 2000 exclusive of VAT (do not change this figure)

Change Orders in any three month period with a cumulative extra value above: € 2000 exclusive of VAT (do not change this figure)

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project. not applicable (do not change this)

18 Insurance types, terms (do not change figures in yellow!)

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	€ 1.0m.	[] or 1.5% of turnover, whichever is less.	From start to completion of the Services; and 6 years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6.5m	€ 0	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13.0m	None	From start to completion of the Services.
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

4. PROGRESS, PERIODS

6 Total Performance Period

The Total Performance Period is [Enter Total Project duration from appointment of consultant until substantial completion + defects liability period (say 6 months)+ 3 months Client Float] days starting on the day the Parties made the Contract.

7 COORDINATION

5 Facilities from the Client

N/a

6 Client's resident staff

N/a

11 Team Leader

The Consultant is team leader.

10. PAYMENTS**4 Interest**

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

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

There is not transfer to the Client instead of licence.

14 Licence

Client may use Consultant's design etc. for –

Individual projects:	N/a
----------------------	-----

Types of project:	N/a
-------------------	-----

15 Fees [if any]

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

18 Publicity

Consent to publicity is required from the client.

14. TERMINATION**29 Payment where Client terminates at will [do not change figures in yellow!]**

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 10% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

16. DISPUTES**1 Initial resolution method**

not applicable

4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following persons: President Royal Institute of Architects of Ireland [amend to IEI President if consultant is Engineer]

5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the Arbitration rules are the Public Works and Services Arbitration Rules 2008.

SCHEDULE B: CONSULTANT’S SERVICES AND FEES

CONSULTANT’S STAGE SERVICES

The Consultant’s appointment is for **Stage (i) to (iii)** as tabled below. **[Do not change]**

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process as tabled below **is not amend if required** included in the Services as tabled below [and the Stage Fees].

TOTAL FEE

Lump Sum **[do not change]** **[enter total fee tendered by consultant. If the service includes the PSDP add the agreed sum for that role as well]**

Enter the amount of days for each of the stages as discussed and agreed with the consultant. Do not change any of the items highlighted in yellow.

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

Ignore Stages (iv) and (v) or enter "n/a".

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 12 Termination, by the Client.	No additional payments

TIME CHARGES

The following time charges are not applicable in your project. The agreed fee is for the work complete. For substantive changes in the scope of work additional fees can be agreed as an additional lump sum, (but not based on time charges!). **Do not change any of the items highlighted in yellow.**

The following Time Charges apply to Stage Services [if Scheduled], suspension [4.22], Client's Changes [clause 11].

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

MANAGEMENT SERVICES

The following management services are included as part of the scope of service and the overall fees. The agreed fee is for the work complete including management services as below required to complete the project. **Do not change any of the items highlighted in yellow unless you have agreed specific services with the consultant.**

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

REPORTING	Contents	Method
Timing		
n/a	As TGD007 March 2011 (and DTP 2007 as applicable)	As TGD007 March 2011 (and DTP 2007 as applicable)
COMMUNICATIONS [clause 6]		
As required; As TGD007 March 2011 (and DTP 2007 as applicable)		
COORDINATION [7]		
As required to complete project satisfactorily		
COOPERATION [8]		
As required to complete project satisfactorily		
PAYMENTS [9]		
As Clause 9 CCoE on satisfactory completion of milestones in Stage Services above		
CLIENT'S CHANGES [11]		
As TGD007 March 2011 (and DTP 2007 as applicable)		
TERMINATION [14]		
n/a		
ALERTS, FOLLOW UP		
n/a		