

**Capital Works Management Framework**  
*Guidance Note and Sample Schedule*

**Standard Conditions of Engagement**

**GN 1.7**

Standard Conditions of Engagement Guidance Note and Sample Schedule  
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## Foreword

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### Background

The Conditions of Engagement consists of a form of standard contract clauses and a Schedule that is *largely* standard with details added that are to provide construction-related services on a capital works project. The form consists of:

- Standard Conditions, which are the same for use with all construction professional disciplines, and
- Parts A and B to a Schedule attached to the Form of Tender used in tender competitions.

The Standard Conditions of Engagement for Consultancy Services (Technical) and parts A and B of the Schedule are provided as protected Microsoft Word Form. **It is important that the Schedule is viewed in its electronic form so that the user can appreciate all options and choices available before the Schedule is filled in.** This document gives instructions and guidance for completing part A and B of the Schedule, and includes a sample of the Schedule, completed with details of a fictional engagement.

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### Purpose of this document

This document is one of a number of guidance notes aimed at facilitating the implementation of the measures in the Capital Works Management Framework (CWMF) introduced to achieve better value for money on publicly funded works projects.

The purpose of the document is to provide guidance on how to fill in the Schedule to the Standard Conditions of Engagement (COE 1 and COE 2).

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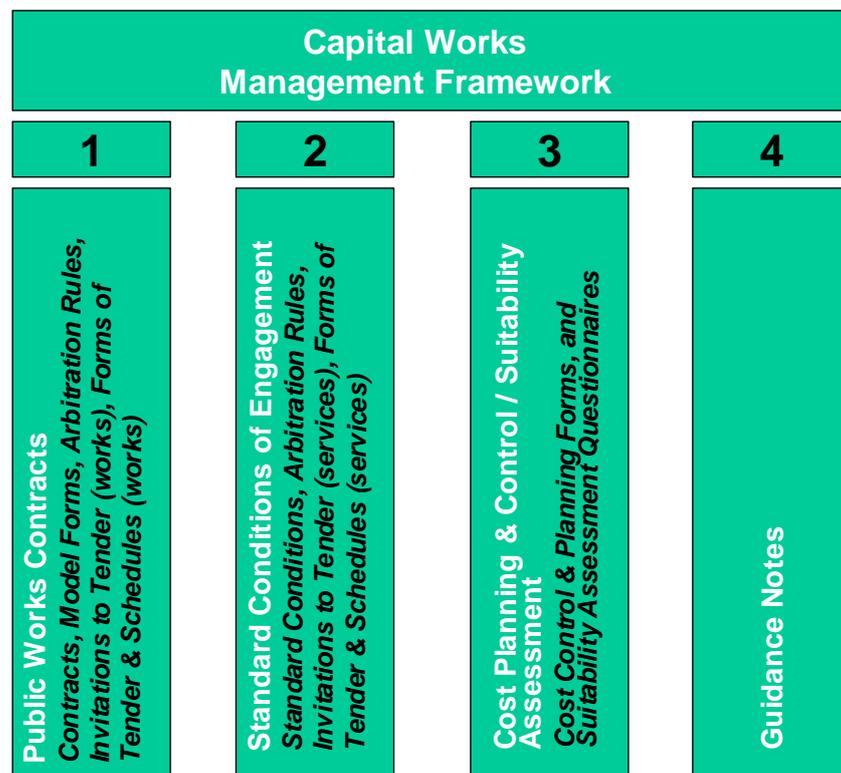
## Foreword, Continued

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### What is the Capital Works Framework

The Capital Works Management Framework (CWMF) is a structure that has been developed to deliver the Government's objectives in relation to public sector construction procurement reform. It consists of a suite of best practice guidance, standard contracts and generic template documents that form four pillars that support the Framework; the pillars are:

1. A suite of standard forms of construction contracts and associated model forms, dispute resolution rules, model invitations to tender, forms of tender and schedules;
2. The standard conditions of engagement for consultants, dispute resolution rules, model invitations to tender, forms of tender and schedules;
3. Standard templates to record cost planning and control information; and for suitability assessment; and
4. Extensive guidance notes covering the various activities in a project delivery process.



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## Foreword, Continued

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### What is the Capital Works Framework (continued)

The content of the four pillars is outlined below. The constituent documents are coded according to the following scheme:

<i>Code</i>	<i>Description</i>	<i>Code</i>	<i>Description</i>
PW-CF	Public Works Contract Form	COE	Standard Conditions of Engagement
MF	Model Form	GN	Guidance Note
AR	Arbitration Rules	CO	Cost Planning / Control Form
ITTS	Invitation To Tender, Services	ITTW	Invitation To Tender, Works
QC	Questionnaire: Suitability Assessment for Service Provider	QW	Questionnaire: Suitability Assessment for Works Contractor
FTS	Form of Tender and Schedule	GL	Glossary
WE	Data on Weather Event		

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### CWMF Pillar 1 **Public Works Contracts**

Contracts, Model Forms, Arbitration Rules, Invitations to Tender (works), and Forms of Tender & Schedules (works)

<b>Contracts</b>	
PW-CF1	Public Works Contract for Building Works designed by the Employer
PW-CF2	Public Works Contract for Building Works designed by the Contractor
PW-CF3	Public Works Contract for Civil Engineering Works designed by the Employer
PW-CF4	Public Works Contract for Civil Engineering Works designed by the Contractor
PW-CF5	Public Works Contract for Minor Building and Civil Engineering works designed by the Employer
PW-CF6	Public Works Short Form of Contract
PW-CF7	Public Works Investigation Contract
PW-CF8	Public Works Short Form of Investigation Contract
PW-CF9	Public Works Framework Agreement
<b>Weather Event</b>	
WE 1.0	Met Éireann's calculations of Weather Events

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## Foreword, Continued

### CWMF Pillar 1 (continued)

<b>Model Forms</b>	
MF 1.0	<i>Model Forms (compendium of all model forms)</i>
MF 1.1	<i>Bid Bond</i>
MF 1.2	<i>Letter to Apparently Unsuccessful Tenderer</i>
MF 1.3	<i>Letter of Intent</i>
MF 1.4	<i>Letter of Acceptance</i>
MF 1.5	<i>Letter to Tenderers Notifying Award</i>
MF 1.6	<i>Performance Bond</i>
MF 1.7	<i>Parent Company Guarantee</i>
MF 1.8	<i>Novation and Guarantee Agreement</i>
MF 1.9	<i>Novation Agreement</i>
MF 1.10	<i>Appointment of Project Supervisor</i>
MF 1.11	<i>Professional Indemnity Insurance Certificate</i>
MF 1.12	<i>Collateral Warranty</i>
MF 1.13	<i>Rates of Pay and Conditions of Employment Certificate</i>
MF 1.14	<i>Bond – Unfixed Works Items</i>
MF 1.15	<i>Retention Bond</i>
MF 1.16	<i>Appointment of Conciliator</i>
MF 1.17	<i>Bond – Conciliator's Recommendation</i>
<b>Arbitration Rules</b>	
AR 1.0	<i>Arbitration Rules</i>
<b>Invitations to Tender (works)</b>	
ITTW 1	<i>Invitation to Tender for Works, Restricted Procedure</i>
ITTW 2	<i>Invitation to Tender for Works, Open Procedure</i>
ITTW 3	<i>Invitation to Tender, Investigation Contract under an Open Procedure</i>
<b>Forms of Tender and Schedules</b>	
FTS 1	<i>Form of Tender and Schedule: Public Works Contract for Building Works designed by the Employer</i>
FTS 2	<i>Form of Tender and Schedule: Public Works Contract for Building Works designed by the Contractor</i>
FTS 3	<i>Form of Tender and Schedule: Public Works Contract for Civil Engineering Works designed by the Employer</i>
FTS 4	<i>Form of Tender and Schedule: Public Works Contract for Civil Engineering Works designed by the Contractor</i>
FTS 5	<i>Form of Tender and Schedule: Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer</i>
FTS 6	<i>Form of Tender and Schedule: Public Works Short Form of Contract</i>
FTS 7	<i>Form of Tender and Schedule: Public Works Investigation Contract</i>
FTS 8	<i>Form of Tender and Schedule: Public Works Short Form of Investigation Contract</i>

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## Foreword, Continued

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### CWMF Pillar 2 **Standard Conditions**

Standard Conditions of Engagement, Arbitration Rules, Invitations to Tender (services), and Forms of Tender & Schedules (services).

<b>Standard Conditions</b>	
COE 1	Standard Conditions of Engagement for Consultancy Services (Technical)
COE 2	Standard Conditions of Engagement for Archaeology Services
<b>Arbitration Rules</b>	
AR 1.0	Arbitration Rules
<b>Invitations to Tender (services)</b>	
ITTS 1	Invitation to Tender for Services, Restricted Procedure
ITTS 2	Invitation to Tender for Services, Open Procedure
<b>Forms of Tender &amp; Schedule (services)</b>	
FTS 9	Form of Tender and Schedule, Consultancy Services (Technical)
FTS 10	Form of Tender and Schedule, Archaeology Services

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### CWMF Pillar 3 **Cost Planning & Control / Suitability Assessment**

Cost Control & Planning Forms; and Suitability Assessment Forms for works and services.

<b>Cost Planning &amp; Control Forms</b>	
CO 1	How to Use the Costing Document (Building Works) Template
CO 1.1	Costing Document (Building Works)
CO 2	How to Use the Costing Document (Civil Engineering Works) Template
CO 2.1	Costing Document (Civil Engineering Works, Roads)
CO 2.2	Costing Document (Civil Engineering Works, Water Sector)
CO 2.3	Costing Document (Civil Engineering Works, Marine)
<b>Suitability Questionnaires (works)</b>	
QW 1	Questionnaire: Suitability Assessment for Works Contractor, Restricted Procedure
QW 2	Questionnaire: Suitability Assessment for Works Contractor, Open Procedure
QW 3	Questionnaire: Suitability Assessment for Works Specialist for specialist area
<b>Suitability Questionnaires (services)</b>	
QC 1	Questionnaire: Suitability Assessment for Service Provider, Restricted Procedure
QC 2	Questionnaire: Suitability Assessment for Service Provider, Open Procedure
QC 3	Questionnaire: Suitability Assessment for Service Provider, Independent PSDP
QC 4	Questionnaire: Suitability Assessment for Service Provider, Independent PSCS

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## Foreword, Continued

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### CWMF Pillar 4 **Guidance Notes**

<b>Guidance Notes</b>	
GN 1.0	<i>Introduction to the Capital Works Management Framework</i>
GN 1.1	<i>Project Management</i>
GN 1.2	<i>Project Definition and Development of the Definitive Project Brief</i>
GN 1.3	<i>Budget Development</i>
GN 1.4	<i>Procurement and Contract Strategy for Public Works Contracts</i>
GN 1.5	<i>Public Works Contracts</i>
GN 1.6	<i>Procurement Process for Consultancy Services (Technical)</i>
GN 1.6.1	<i>Suitability Assessment of Construction Service Providers, Restricted Procedure</i>
GN 1.6.2	<i>Suitability Assessment of Construction Service Providers, Open Procedure</i>
<b>GN 1.7</b>	<b><i>Standard Conditions of Engagement, Guidance Note and Sample Schedules<sup>1</sup></i></b>
GN 2.1	<i>Design Development Process</i>
GN 2.2	<i>Planning and Control of Capital Costs</i>
GN 2.3	<i>Procurement Process for Works Contractors</i>
GN 2.3.1	<i>Suitability Assessment of Works Contractors, Restricted Procedure</i>
GN 2.3.2	<i>Suitability Assessment of Works Contractors, Open Procedure</i>
GN 3.1	<i>Implementation Process</i>
GN 4.1	<i>Project Review</i>
<b>Glossary</b>	
GL 1.0	<i>Glossary</i>

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<sup>1</sup> The current guidance note.

## Foreword, Continued

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### Stages in capital works management

The four major stages in the delivery life cycle of a public works project are set out in the Department of Finance's *Guidelines for the Appraisal and Management of Capital Expenditure Proposals in the Public Sector* (February 2005) and any subsequent addendum. The four stages are:

	Stage	What happens
Capital Works Management	1. Appraisal	The needs are identified, the broad parameters of a solution are agreed, and a decision-in-principle is made to proceed.
	2. Planning	The needs are quantified and assumptions verified, the desired outputs are specified, and the solution is designed.
	3. Implementation	The solution is constructed.
	4. Project review	An assessment is carried out of how successfully the delivered solution addresses the needs.

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## Foreword, Continued

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### Strategic Objectives of the CWMF

The strategic objectives of the Government's Capital Works Management Framework are to ensure:

- Greater cost certainty at contract award stage;
- Better value for money at all stages during project delivery, particularly at handover stage; and
- More efficient delivery of projects.

Provided there is a comprehensive definition of the Client's requirements in terms of output specifications, and adequate pre-tender detail design input (in the cast of traditional contracts), the new public works contracts will enable the key objectives outlined above be achieved. The degree to which output specifications and the pre-tender detailed design input is developed is determined by the following guiding principles which underpin the new contracts:

- To ensure as far as practicable that the accepted tender prices and the final outturn costs are the same; and
- To allocate risk so that there is optimal transfer of risk to the Contractor.

The public sector Client or is called 'the Employer' in the new public works contracts. The achievement of optimal risk transfer is dependent on the Employer providing complete and detailed information in the tender documentation:

- For design-and-build projects, the Employer must provide detailed output specifications; and
- For traditional projects, the Employer must provide comprehensive input designs and specifications

Then in responding to an invitation to tender, prospective contractors can assess the impact of the risks being transferred and build the costs of such risks into their tender price.

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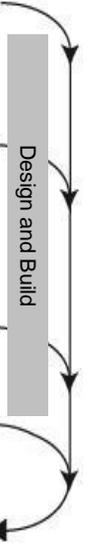
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# Project Stages

# Capital Works Management Framework

## Main Project Processes

Project Stages		Project Management	Design Activities (Building)	Design Activities (Civil Eng.)	Cost Control Activities	Risk and Value Management	Documents for Approval	
Appraisal								
Approval in Principle								
Stage 1 Planning Initial	Stage (i) Feasibility Study / Preliminary Report	<p>Manage outputs: Project Definition (through 16 N° overall parameters)</p> <p>Manage technical experts' appointment (if required)</p>	<p>Conduct Feasibility Studies</p> <p>Develop <i>Definitive Project Brief</i></p> <p>Appoint technical experts (if required)</p> <p>Appoint PSDP (if required)</p>	<p>Conduct Preliminary Report</p> <p>Conduct design studies</p> <p>Develop <i>Definitive Project Brief</i></p> <p>Appoint technical experts (if required)</p> <p>Appoint PSDP (if required)</p>	<p>Conduct cost assessment of Feasibility Studies / Preliminary Report (capital and maintenance costs)</p>	<p><b>VM:</b> Confirm strategic functional performance</p> <p>Review Feasibility Studies / Preliminary Report options</p> <p>Identify VM strategies</p> <p>Develop functional performance model</p> <p><b>RM:</b> Identify and assess risk relating to the <i>Project Execution Plan</i></p> <p>Develop high-level <i>Risk Management Plan</i></p>	<p><i>Project Management Structure</i></p> <p><i>Preliminary Project Brief</i></p> <p><i>Preliminary Output Specification</i></p> <p><i>Feasibility Study and Cost Plan Design Brief</i></p> <p><i>Final Output Specification</i></p> <p><i>Definitive Project Brief</i></p> <p><i>Project Execution Plan</i></p> <p><i>Risk Management Plan</i></p>	
	Stage (ii) Design	<p><b>Project Review 1: Confirm approval for design expenditure</b> (Report to Sanctioning Authority and await approval prior to proceeding)</p>						
Stage 2 Planning Developed	Standard Conditions of Engagement	<p>Manage procurement strategy</p> <p>Manage design consultant appointment</p> <p>Manage assessment of output requirements</p>	<p>Appoint Design Team / Design Team Leader</p> <p>Assess output requirements</p>	<p>Appoint Design Team / Lead Consultant</p> <p>Develop design standards</p> <p>Assess output requirements</p>	<p>Check / assess budget</p>	<p><b>VM:</b> Consider VM in relation to procurement strategy</p> <p><b>RM:</b> Identify risk in relation to procurement</p> <p>Agree risk allocation</p>	<p><i>Definitive Procurement Strategy</i></p> <p><i>Contract Type Proposal</i></p> <p><i>Project Team Selection Report</i></p>	
		<p><b>Project Review 2: Confirm requirements; review procurement strategy</b> ( Certify compliance to Sanctioning Authority; and proceed after agreed period provided no queries / hold from Sanctioning Authority)</p>						
		<p>Manage Outline Design process</p>	<p>Develop <i>Outline Sketch Scheme</i></p> <p>Appoint PSDP (if not appointed earlier)</p>	<p>Develop Preliminary Planning</p> <p>Appoint PSDP (if not appointed earlier)</p>	<p>Develop <i>Outline Cost Plan</i></p>	<p><b>VM:</b> Consider VM in relation to Outline Sketch Scheme / Preliminary Planning</p> <p><b>RM:</b> Consider RM in relation to Outline Sketch Scheme</p>	<p><i>Outline Sketch Scheme (Building)</i></p> <p><i>Preliminary Planning drawings (C. Eng.)</i></p> <p><i>Outline Cost Plan</i></p>	
		<p><b>Project Review 3: Assess project design and Outline Cost Plan</b> ( Certify compliance to Sanctioning Authority; and proceed after agreed period provided no queries / hold from Sanctioning Authority)</p>						
		<p>Manage Developed Design process</p> <p>Manage procurement process</p>	<p>Develop <i>Developed Sketch Scheme</i></p> <p>Prepare submission for statutory approval</p>	<p>Continue Preliminary Planning</p> <p>Prepare submission for statutory approval</p>	<p>Develop <i>Developed Cost Plan</i></p> <p>Develop <i>Whole Life Cost Appraisal</i></p>	<p><b>VM:</b> Carry out value engineering</p> <p>Assess buildability of the design</p> <p>Consider VM in relation to <i>Detailed Sketch Scheme</i></p> <p><b>RM:</b> Identify residual risks</p> <p>Consider RM in relation to <i>Detailed Sketch Scheme</i></p> <p>Suitability assessment of contractors</p>	<p><i>Developed Sketch Scheme</i></p> <p><i>Developed Cost Plan</i></p> <p><i>Statutory Approval Submission</i></p>	
		<p><b>Project Review 4: Assess project prior to statutory approval</b> (Report to Sanctioning Authority and await approval prior to proceeding)</p>						
<p>Manage statutory submission process</p>	<p>Submit for statutory approval</p> <p>Review statutory approval outcome</p>	<p>Submit for statutory approval</p> <p>Review statutory approval outcome</p>	<p>Review <i>Developed Cost Plan</i></p>	<p><b>VM:</b> Review any planning conditions for value management impact.</p> <p><b>RM:</b> Review any planning conditions for risk impact.</p>	<p><i>Developed Cost Plan (reviewed)</i></p>			
<p><b>Project Review 5: Assess outcome from statutory approval</b> ( Certify compliance to Sanctioning Authority; and proceed after agreed period provided no queries / hold from Sanctioning Authority)</p>								
Stage (iii) Tender	Standard Conditions of Engagement	<p>Manage the Detailed Design Process</p>	<p>Develop Detailed Design (not design-and-build)</p> <p>Prepare tender documents</p>	<p>Develop Detailed Planning (Design) (not design-and-build)</p> <p>Prepare tender documents</p>	<p>Conduct <i>Detailed and Pre-Tender Cost Checks and Whole Life Cost Update</i> in advance of preparing tender documents</p>	<p><b>VM:</b> Review suitability assessment of contractors for VM potential</p> <p><b>RM:</b> Review suitability assessment of contractors for risk impact</p>	<p><i>Tender Documentation</i></p> <p><i>Detailed Pre-tender Cost Check</i></p> <p><i>Whole Life Cost Update</i></p> <p><i>Contractor List Selection</i></p>	
		<p><b>Project Review 6: Approve detailed design solution; review pre-tender cost check; review risk</b> (Report to Sanctioning Authority and await approval prior to proceeding)</p>						
<p>Manage the Tender Process</p>	<p>Issue tender documents</p> <p>Assess tender returns</p> <p>Recommend successful tenderer</p>	<p>Issue tender documents</p> <p>Assess tender returns</p> <p>Recommend successful tenderer</p>	<p>Develop <i>Tender Cost Analysis</i></p> <p>Develop <i>Tender Report</i></p>	<p><b>VM:</b> Assess tender returns for VM potential</p> <p><b>RM:</b> Assess tender returns for risk impact</p>	<p><i>Tender Assessment Criteria</i></p> <p><i>Tender Analysis And Report</i></p> <p><i>Contractor Recommendation</i></p>			
<p><b>Project Review 7: Review tender returns in advance of awarding the contract</b> (Report to Sanctioning Authority and await approval prior to proceeding)</p>								
Stage 3 Implementation	Stages (iv) Construction & (v) Handover	<p>Manage the implementation / construction process</p> <p>Manage change control</p> <p>Manage contract</p>	<p>Develop Detailed Design (Design and Build)</p> <p>Implement design</p>	<p>Develop Detailed Planning (Design and Build)</p> <p>Implement design</p>	<p>Manage change control for costs</p> <p>Prepare final account</p>	<p><b>VM:</b> Carry out value engineering (for design and build projects only)</p> <p><b>RM:</b> Manage residual risk</p> <p>Manage construction risk</p>	<p>Various contract management reports</p>	
Stage 4 Review		<p>Manage the Project Review</p>	<p>Conduct design review</p>	<p>Conduct design review</p>	<p>Develop <i>Analysis of Outturn Cost</i></p>	<p><b>VM:</b> Evaluate value achieved</p> <p><b>RM:</b> Evaluate the risk management and risk mitigation process</p> <p>Consider operational risk reviews</p>	<p><i>Project Outturn Review</i></p>	



# 1. General

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## What files are available

There are two standard Conditions of Engagement available one for general professional services and the other for archaeology services. Depending which one you intend to use you will need to download the relevant file from the Department's website as follows:

Standard Conditions of Engagement	Filename
Standard Conditions of Engagement for Consultancy Services (Technical)	<b>COE 1: Standard Conditions of Engagement for Consultancy Services (Technical)</b>
Standard Conditions of Engagement for Archeological Services	<b>COE 2: Standard Conditions of Engagement for Archaeological Services</b>

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## Using the files

The files are presented as protected Microsoft Word fore – this enables the user to complete the Agreement, the Schedule with specific details relating to the particular service required, but prevents the user from changing the standard text in the Conditions and Schedule.

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## Sealing the Agreement

There is a choice at the end of the Agreement for the Consultant to sign the Agreement or sign and seal it. The Contracting Authority must decide which option is to be exercised in a particular cast. This is done by filling in what the choice is in the Particulars to the ITT. However, before deciding in the ITT that the Agreement should be sealed by the successful Consultant the Contracting Authority should read Section 1.3.3 'Executing the Contract/Executing the Contract as a Deed' of Public Works Contracts (GN 1.5) so as to be fully aware of the practical and legal difficulties that might arise at award stage if the successful tenderer cannot provide a seal because it is not a legal requirement to have a company seal in the tenderers country of origin where its registered offices are.

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## 2. Accessing and Using the *Standard Conditions*

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### Using the File

Copy the file **Standard Conditions of Engagement for Consultancy Services (Technical)** or **Standard Conditions of Engagement for Archaeological Services** of from the website to a suitable location on your hard disc.

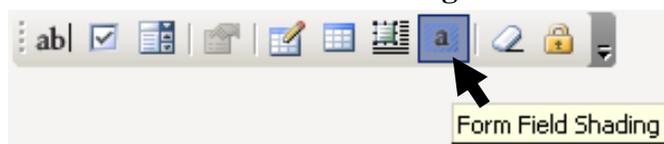
Open **the document** in Microsoft Word.

### Reading

You can read through the document on screen – use the scroll bar to move through the document.

If Form Field Shading is enabled in Word, you can more easily see the parts of the document that require your input. To turn on Form Field Shading:

1. Choose **View | Toolbars | Forms** to display the Forms toolbar.
2. Click the **Form Field Shading** button.



With Form Field Shading turned on, all the editable fields are displayed in grey. This is for display purposes only – the shading does not appear when the document is printed out.

### Editing

When you click the mouse on any part of the document, the cursor is automatically positioned at the next point at which editing is permitted.

You can move between editable fields by pressing the TAB key.

Editable fields are of two kinds:

- **Text fields**, into which you may insert the appropriate text or number. If the field has a default value, this is shown, but it may be altered to suit the particular circumstances of the project;
- **Drop-down fields**, in which you must choose from a range of alternatives. Again, a default value may be shown.

Note that you cannot change the formatting of a form field.

Some text fields contain explanatory or instructional text. This text is intended for the person filling in the Schedule, and should be deleted before the document is finalised.

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### 3. Completing Schedule A

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- 1. Appointment**  
**COE 1 and**  
**COE 2**
- 1.1 Fill in the name and contact details of the Client, the Client’s Representative, the Consultant, and the Consultant’s Representative. In each case, use the full legal name of the entity, including the word ‘Limited’ or ‘plc’, if applicable.
  - 1.2 Specify the project in brief, but in sufficient detail that it can be readily identified and distinguished from other projects.
  - 1.7 List any other documents that are included in the Contract, either in whole or in part.
- 

- 2. Performance**
- 2.12  
COE 1 Specify the limits on the Consultant’s authority to issue Change Orders under the contract. You can specify a limit on the value of any individual Change Order, and a limit on the cumulative value of Change Orders in any three-month period.  
  
You can also insert any other restrictions you wish to place on the Consultant’s authority to issue Change Orders.
  - 2.17  
COE 2 For each type of insurance, specify the minimum cover required for each and every claim, and the permitted deductible (or *excess*) for each and every occurrence.  
  
For professional indemnity, the excess should be expressed both as an absolute amount and as a percentage of turnover. The number of years for which cover is required after completion of the service is required to be stated.
  - 2.18  
COE 1 For each type of insurance, specify the minimum cover required for each and every claim, and the permitted deductible (or *excess*) for each and every occurrence.  
  
For professional indemnity, the excess should be expressed both as an absolute amount and as a percentage of turnover; the number of years for which cover is required after completion of the work can be change from the default value of 6; and, for work which is not construction-related, the words ‘ certified substantial completion pf the Project Works’ can be changed to, for example, ‘completion of the Service’
- 

- 4. Progress,**  
**Periods COE 1**
- 4.4  
COE 1 Specify the Total Performance Period, in days. This should be calculated by adding the performance period for each stage and any periods you choose to include for times between stages and any extra margins. Note that the period is expressed in *calendar* days, rather than working days.
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### 3. Completing Schedule A, Continued

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**5. Progress, Periods COE 2** 5.6 Specify the Total Performance Period, in days. This should be calculated by adding the performance period for each stage and any periods you choose to include for times between stages and any extra margins. Note that the period is expressed in *calendar* days, rather than working days.

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**Coordination** 7.5 Specify any facilities that you are required to make available to the Consultant under the contract.  
COE 1  
8.4  
COE 2  
7.6 List the resident staff for project construction that you are required to make available to the Consultant under the contract.  
COE 1  
7.11 If the Consultant is to act as team leader, choose *is* from the drop-down list, to replace *is not*.  
COE 1

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**Debts to Client** 10.4 Specify the rate of interest that is payable in the event that you wrongfully deduct monies properly due to the Consultant.  
COE 1  
12.4  
COE 2

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**12 Budgetary Control** 12.2 Specify the excess percentage that will be applied to fees if main contract tenders are outside permitted parameters.  
COE 1

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### 3. Completing Schedule A, Continued

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**Intellectual  
Property,  
Documents**

- 13.11 If under the contract the Consultant’s ownership or copyright in the  
and documents is to transfer to the Client (instead of a licence to use the  
14.10 documents), choose *is* from the drop-down list instead of *is not*.  
COE 1  
COE 2
- 13.15 Specify the fees that are payable to the Consultant for Intellectual  
COE 1 Property Rights.  
14.12  
COE 2
- 13.14 Specify either or both of the following:  
COE 1
- Individual named projects for which the Consultant’s design may be used;
  - Types of project for which the Consultant’s design may be used.
- 13.18 Choose from the drop-down list the party or parties whose consent is  
COE 1 required before causing or facilitating publicity in the press or other  
media:  
14.15  
COE 2
- Both the Client and the Consultant;
  - The Client only (COE 1 only);
  - The Consultant only (COE 1 only); or
  - Neither the Client nor the Consultant (COE 1 only).
- 

**Termination**

- 14.29 If the Client terminates the Services at will, the Consultant is  
COE 1 entitled, under 14.26/15.26, to payment for work completed. If the  
15.29 Project is continuing, the Consultant is entitled to an additional  
COE 2 amount calculated as a percentage of the fees that would be payable  
for the remainder of the Stage in which the termination occurred (if  
it occurred part-way through a stage), or of the subsequent Stage (if  
it occurred at the end of a Stage).  
Specify the relevant percentage that applies in such circumstances.
- 

*Continued on next page*

### 3. Completing Schedule A, Continued

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<b>Disputes</b>	16.1	Specify any agreed methods of alternative dispute resolution, and
	COE 1	the issues to which each is applicable.
	17.1	
	COE 2	
	16.4	Specify the person or persons who will nominate an arbitrator or
	COE 1	conciliator to resolve a dispute, in the event that the parties fail to
	17.4	agree an arbitrator or conciliator among themselves.
	COE.2	
	16.5	Specify the Rules to be used in each resolution method.
	COE.1	In the case of arbitration, the applicable rules are the <i>Public Works</i>
17.5	<i>and Services Arbitration Rules 2008.</i>	
COE.2		

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# 4. Completing Schedule B

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**Consultant's  
Stage Services**

In most employer-designed construction projects, the Stages in COE 1 are as follows:

*Whole Stage,*

Or

Several Stages as follows:

- (i) *Stage (i)*
- (ii) *Stage (ii)*
- (iii) *Stage (iii)*
- (iv) *Stage (iv)*
- (v) *Stage (v)*

Or

Several Stages as follows:

- (i) *Preliminary*
- (ii) *Design (This Stage is often broken down into Sub-Stages.)*
- (iii) *Tender Action, Evaluation, Aware*
- (iv) *Construction*
- (v) *Handover of Works*

In the case of archaeological services, the Stages in COE 2 are as follows:

*Whole Stage, or*

Several Stages as follows:

- (i) *Test Excavations, Surveys & Reporting*
- (ii) *Pre- Excavation Services*
- (iii) *Excavation Services*
- (iv) *Post-Excavation and Dissemination Services*

The *Standard Conditions of Engagement* (COE 1) may, however, be used in other types of project, and for projects that involve fewer stages to those outlined above. Furthermore, the Stages may be broken down into Sub-Stages as indicated in the Schedule. *The Standard Conditions of Engagement* (COE 2) is specific to Archaeological Services and should not be used in any other situation.

There is additional space provided at the end of Stage Services for additional detail to be provided regarding the description of the Stages and/or Sub-Stages.

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*Continued on next page*

## 4. Completing Schedule B, Continued

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**PSDP Services** If the Consultant is to be appointed as project Supervisor for the Design Process (COE 1), choose *is* from the drop-down list to replace *is not*. In the case of COE 2 the Archaeologist will be expected to act as Project Supervisor for the Construction Stage.

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**Total Fee** The fee in the case of COE 1 can be expressed as a percentage of the Project costs or as a Lump sum. From the drop-down list, choose the appropriate method of expressing the fee, and insert the relevant percentage or fee in the text field.

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**Fee** The fee in the case of COE 2 is expressed as a Lump sum.

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*Continued on next page*

## 4. Completing Schedule B, Continued

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### Table of Stage Services

Complete the table of Stage Services for each stage for which the Consultant is appointed, as described below. Note that if Stage (ii) is divided into Sub-Stages, details should be provided *either* for the whole stage *or* for the sub-stages, but not both.

**Stage Services:** If the title shown for the stage is inappropriate for the work to be performed, choose an alternative from the drop-down list. If you choose the stage number without a title, you can insert a suitable stage title in the accompanying text field.

*If the description of the scope of services is short it can be included in the space reserved in first column under Stage Services. On the other hand if the description is very long, a brief reference to it can be included in the first column with a cross-referenced to a more detailed description in the table at the end of Stage Services.*

**Performance Period (COE 1 and COE 2):** Specify the number of *calendar* days allowed for the Stage, from the date on which permission is given to start. (Note: this is not the same as *working* days, on which fees may be calculated.). The performance period can be changed from ‘days’ to ‘weeks’ to ‘months’ as required

**Milestones (COE 1 and COE2):** In adding any Milestones include fields identifying what is required to ‘meet’ the Milestone within Clause 4.3, and the financial or other consequences of meeting or not meeting the Milestone. If the schedule of payment is complex or long, put it in a separate document, include that document in Schedule A, 1.7, and cross-reference that document in this column.

**Percentage of Total Fee for Stage (COE 1 and COE2):** Specify the percentage of the total fee that is represented by the fees for each stage. (Note: the figures in this column must add up to 100.)

**Stage Fee:** If time charges are to apply (for example in Stage (i) Preliminary), insert the words 'Time Charges'. Otherwise, insert the Stage Fee(s) payable, either as a net percentage or a lump sum, as follows:

- If the Total Fee is expressed as a percentage of the Project Costs (**COE 1 only**), the Stage Fee is expressed as a percentage of that percentage. (For example, if the Total Fee is 10% of the Project Costs, and the stage represents 25% of the total fee (as stated in the previous column), the Stage Fee is  $10\% \times 25\% = 2.5\%$ .)
- If the Total Fee is expressed as a Lump Sum (**COE 1 and COE 2**), the Stage Fee is expressed as a percentage of that Lump Sum. (For example, if the Total Fee is a lump sum €20,000, and the stage represents 25% of the total fee (as stated in the previous column), the Stage Fee is  $\text{€}20,000 \times 25\% = \text{€}5,000$ .)

**Percentage of Stage fee for suspension (COE 1 and COE 2):** If the Client suspends the Consultant’s performance of the Services, the Consultant is entitled to a percentage of the Stage Fee for the first Stage in the notice of suspension. Specify the percentage of the Stage Fee that is payable in such circumstances.

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*Continued on next page*

## 4. Completing Schedule B, Continued

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**Time Charges  
COE 1 and  
COE 2**

For each grade of staff that will be engaged on the project, specify the hourly rate that will apply for Stage Services where the Stage Fee is specified as ‘Time Charges’, and for emergency or requested Services carried out during suspension under Clause 4.22 (COE 1) and Clause 5.22 (COE 2), and for Client’s Changes under Clauses 11.2 to 6 (COE 1) and Clause 11 .4 and 13 (COE 2).

**Management  
Services**

Management services are included in the Stage Services and in the Stage Fees. This part of Schedule B is used to detail any specific requirements that the Client may have in relation to reporting, communications, coordination, cooperation, payments, Client’s changes, termination, alerts, and follow-up.

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## Appendix I

### Sample Schedule

*The Provision of*

***Design Services only***

*for*

***A Classroom Extension to St Brendan's School***

**Standard Conditions of Engagement for Consultancy Services (Technical)  
Schedule Part A and B**

DEPARTMENT OF FINANCE

# SCHEDULE A: CONTRACT PARTICULARS

## Interpretation

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references, They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

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## 1. APPOINTMENTS

### 1 Client, Consultant, Contact Details

	Client
Name	St Brendan's School
Telephone	01 1234567
Mobile	087 1234567
Fax	01 888 8888
Email	joe_bloggs@eircom.net

	Client's Representative
Name	Joe Bloggs
Telephone	01 1234567
Mobile	087 1234567
Fax	01 88888888
Email	joe_bloggs@eircom.net

	Consultant
Name	Patrick Murphy
Telephone	01 9876543
Mobile	087 9876543
Fax	01 7776666
Email	patmurphy@domain.net

Consultant's Representative	
Name	Mary O'Byrne
Telephone	01 3456789
Mobile	01 3456789
Fax	01 2345678
Email	mob@ireland.com

## 2 Project

2000 square metre extension to existing school and ancillary external works

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

Invitation to Tender  
Schedules of Accommodation  
Brief Formulation Report  
DoES Design Guidelines  
DoES Technical Guidance Documents  
DoES Design Team Procedures

## 2. PERFORMANCE

### 12 Consultant has no authority to make –

any Change Order with an extra value above:

€ 2,000.00 exclusive of VAT

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

€ 12,500.00 exclusive of VAT

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

## 18 Insurance types, terms

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence	€1 million	€1,000 <i>or</i> 1.5% of turnover, whichever is less.	From start to completion of the Services; and six 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	€ 2,500,000	€ 0	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 12,500,000	None	From start to completion of the Services.

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Insurance of plans, documents	€ n/a	None	From start to completion of the Services.

#### 4. PROGRESS PERIODS

##### 4 Total Performance Period

The Total Performance Period is **1,350** days starting on the day the Parties made the Contract.

#### 7 COORDINATION

##### 5 Facilities from the Client

Portacabin office with telecomms line  
Drawing plotter  
Photocopier  
Filing facilities  
Bench and desk will be provided as part of Civil Contractor's scope of supply

##### 6 Client's resident staff

Council Archaeologist as designated supervisor on Archaeological Investigation Contracts  
Resident Architect  
Resident Engineer  
Resident Building Services Engineer  
Resident and one Clerk of Works to be appointed later as required by the Contractor works programme

##### 11 Team Leader

The Consultant is not team leader.

#### 10. DEBTS TO CLIENT

##### 4 Interest

The rate of interest payable on Client's wrongful deduction is Current ECB Rate plus 2% p.a.

#### 12. BUDGETARY CONTROL

##### 2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 5% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

#### 13. INTELLECTUAL PROPERTY, 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:	The plans and specifications will be used for new Community schools in Cavan Dundalk North Dublin Inner City Fermoy Wicklow
Types of project:	N/A

#### 15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: €25,000

#### 18 Publicity

Consent to publicity is required from the Client.

#### 14. TERMINATION

##### 29 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 5% 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

The procedure set out in Clause 13.1 of the Public Works Contract for Civil Engineering Works Designed by the Employer

##### 4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: The President of the Royal Institute of Architects of Ireland

##### 5 Rules

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

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

The Public Works Arbitration Rules 2007

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Stage (ii) Design					
STAGE SERVICES	Performance Period from permission to start [4.1] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Sub-Stage (ii c) Not Applicable					

**STAGE SERVICES**

Stage (iii) Tender Action, Evaluation, Award					
STAGE SERVICES	Performance Period from permission to start [4.1] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.20,21]
Details of Stage Services are set out in table at end of Stage Services.	150		40%	€8,000	10%





**DETAILS OF STAGE SERVICES REFERRED TO ABOVE**

**Stage (i) Preliminary:** *[CA: Insert details of Services required]*

**Stage (ii) Design**

**Sub-Stage (ii a)** *[CA: Insert details of Services required]*

**Sub-Stage (ii b)** *[CA: Insert details of Services required]*

**Tender Action, Evaluation, Award:**

**Stage (iii) Tender Action, Evaluation, Award** *[CA: Insert details of Services required]*

**Stage (iv) Construction** Not applicable

**Stage (v) Handover** Not applicable

<b>PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES</b>	<b>Performance period</b>	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

### Time Charges

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

<b>Grade</b>	<b>€ per hour (exclusive of VAT)</b>
Project Director	150
Employers Representative	140
Project Manager	140
[Each] Senior Architect/Engineer	140
Project Architect/Engineer	140
Clerk of Works / Resident Engineer [employed directly by Consultant]	130
Assistant Clerk of Works / Resident Engineer	110
Site Inspector	125
Senior Technician	100
Junior Technician	90
Administrator	50
Project Supervisor for the Design Process	140

## Management Services

[INCLUDED IN STAGE SERVICES AS RELEVANT, AND IN THE TOTAL FEE AND STAGE FEES]

REPORTING		
Timing	Contents	Method
Within one month of project start	Initial report as required by Design Team Procedures  Details of Key team (minimum qualifications and experience), appointed members, alternatives, including commitments, change in commitments.  Methods for changing a key team member  Programme showing planned and actual progress, explaining differences.  Methods for implementing other Services below.	To be delivered by e-mail to Client's Representative.
Weekly	Updates highlighting all changes from previous contents	To be delivered by e-mail to Client's Representative.
As required	Extra updates where necessary for informed consultation, cooperation, alerts and follow-up [below].  Reports on any special actions required during suspension [4.14]	To be delivered by e-mail to Client's Representative.

TRANSFERS [3]		
Timing	Contents	Method
<i>[Insert details of timing of formal exchanges ]</i>	<i>[Describe details of permitted assignment]</i>	<i>[Discribe how communications are to be conducted]</i>

COMMUNICATIONS [6]		
Timing	Contents	Method
<i>[Insert details of timing of formal exchanges ]</i>	<i>[Describe the content of the formal exchanges]</i>	<i>[Discribe how communications are to be conducted]</i>

COORDINATION [7]		
Timing	Contents	Method
<i>[Set out when Client information will be supplied, access will be given to the site etc]</i>		

COOPERATION [8]		
Timing	Contents	Method
As Design Team Procedures		

PAYMENTS [9]		
Timing	Contents	Method
As Design Team Procedures		

CLIENT'S CHANGES [11]		
Timing	Contents	Method
As Design Team Procedures		

TERMINATION [14]		
Timing	Contents	Method
As Design Team Procedures		

**ALERTS, FOLLOW UP**

<b>Timing</b>	<b>Contents</b>	<b>Method</b>
As Design Team Procedures Consultant will alert Client as soon as aware of likely: - Circumstances likely to require change in agreed scope of construction works - Construction variation required beyond the Consultant's authority [2.11] - Insurance default [2.19] - Information, access, assistance, urgently needed [7.1-6]		