

Building Control (Amendment) Regulations 2014

RIAI Code of Practice for Designer and Certifier Roles.

Edition 1 December 2015

Important Information Notice.

The purpose of this document is to give information through this Code of Practice to RIAI Members when they are providing a full architectural service under the Building Control (Amendment) Regulations 2014.

It is envisaged that the information contained in this document will be supplemented and amended from time to time. It is also recommended that the document will be used by RIAI Members using their professional judgement to suit any building project in which they are involved.

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SECTION 1: INTRODUCTION

1.1 BACKGROUND - 2014 REGULATIONS:

Under the 1990 Building Control Act, the requirement to construct in accordance with the Building Regulations was established on the principle of self-certification, as provided for in the Act. The obligation for Designers to design, and Builders to construct in compliance with the Building Regulations previously was only captured in non-statutory forms of certification, adopted by the industry and limited to the senior or high-level participants in the building or works.

The level of certification required under the 2014 Regulations (S.I.9 of 2014) is now significantly greater and there are now statutory forms of certificates/undertakings to be completed by the (1) Owner, (2) Designers (sic) and (3) Builder, and also including design sub-consultants and building sub (and sub-sub)-contractors/suppliers, all towards a requirement to document compliance with the Regulations, through a plan of inspection / verification / testing of the building or works.

Greater rigour is now required in coordinating, tracking, auditing, inspecting a building or works and documenting compliance with the regulations. Certificates of Compliance (not Opinions on Compliance) are now established in statutory forms, set down in the Appendices to the Regulations (S.I.9 of 2014).

The required statutory Certification is on the basis of reasonable skill, care and diligence being exercised in the Inspection and Certification of a Building or Works.

Certificates include confirmation that the activities of other members of the Design Team (and any other specialist designers) have been coordinated in preparing the separate certificates by them and that such certificates are relied upon by the Assigned Certifier in the completion of the Completion Certificate.

The Completion Certificate, to be completed by the Builder, includes provision for inclusion by the Builder of inclusion on the proposed Register of Builders, known as the Construction Industry Register Ireland (CIRI); the Statutory Register is not yet enacted.

1.2 SCOPE AND PURPOSE:

1.2.1 Guidance.

This Code of Practice is issued by the RIAI for guidance to Registered Architects in relation their duties in inspecting and certifying buildings and works under the Building Control (Amendment) Regulations 2014. It should be noted that the role for Architects under S.I.9 of 2014 can be as either, or both, Assigned Certifier and Design Certifier.

This Code of Practice is written on the basis that the Architect acts as Designer (architectural), Design Certifier, and Assigned Certifier under the Regulations.

This Code of Practice is to be read in conjunction with *S.I.9 of 2014* and the related *Code of Practice for Inspecting and Certifying Buildings and Works*, published by the Department of the Environment, Community and Local Government (DoECLG) in February 2014.

At the outset, it should be noted that the role of Assigned, or Design, Certifier, is one of inspection and certification only and not supervision. *Refer to Clauses 3.4 and 3.5 of the (DoECLG) Code of Practice.* The statutory roles outlined in the BCAR's relate to inspection and certification of buildings and works and, in the case of the Assigned Certifier, the co-ordination of others in respect of the carrying out and completion of those functions.

1.2.2 RIAI Good Practice Guide.

This Code of Practice is to be read in conjunction with the RIAI Good Practice Guide in that it provides particular and specific guidance in relation to good practice with regard to compliance by an Architect with the statutory roles and duties for an Architect acting as Design Certifier or Assigned Certifier, as provided for within S.I.9 of 2014.

A clear understanding of the required competences and scope of inspection/certification provided for under S.I.9 of 2014 is fundamental to good practice for an architect. In time, it is intended this Code will be subsumed into the Guide.

1.3 WIDER CONTEXT:

1.3.1 Quality

The imperative for the S.I. No. 9 of 2014 - Building Control (Amendment) Regulations 2014 is to improve standards of building construction. Avoidance of poor quality is always better than cure and in this regard principles such as avoidance, early warning and benchmarking of quality standards should all be considered within this context.

1.3.2 Liability.

Professional responsibility requires Architects acting as Designers (architectural), Design Certifiers or Assigned Certifiers to understand and manage specific risks related to any Building or Works. An Architect acting as Assigned Certifier or a Design Certifier should also be aware of how liability can be affected by the nature of their business establishment e.g. sole practitioner, partnership or limited company. Specific legal, financial and insurance advice should be sought to ensure that each Architect understands the way in which liability is affected by the nature in which a particular architect, or practice, carries on its business.

1.3.3 Defects Insurance.

Latent Defects Insurance (LDI) can provide speedy redress for Building Owners in the event of building failure. Recently it has been discussed in the context of the Pyrite Resolution Board report related to pyritic quarry material. LDI would provide consumer protection as opposed to reliance on litigation, or Professional Indemnity Insurance. LDI is available in many countries related to residential construction, and indeed is mandatory in several.

Project-based insurance is a further option for non-residential insurance.

Latent Defects Insurance would involve peer-review of the project design on behalf of the insurer. It would be expected to become a more usual part of the Irish construction landscape in coming years.

It is expected that a residential LDI product will be generally available in the Irish market during 2016.

1.3.4 Civil Liabilities Act

The legal principle of joint and several liability occurs in Irish Law under the Civil Liabilities Act. This can present real threats to professional parties who hold Professional Indemnity Insurance as a requirement of their registration, in the "last-man-stranding scenario." In litigation, joint and several liability can see minor contributory cause result in major liability being attached to a party.

It should be noted that Net Contribution Clauses are increasingly common in client-architect agreements and can limit liability at law, excluding negligence, in civil law.

1.4 DoECLG CODE OF PRACTICE:

1.4.1 Key Provisions for Architects.

The DoECLG Code of Practice defines the role of the Designer at Clause 3.4 and that of Assigned Certifier at Clause 3.5.

The requirement for Construction Stage Inspections is set out in Section 7 (Clause 7.1.2) and the following should be noted:

The Inspection Plan should take full account of relevant factors for the building works....and be regularly reviewed so that effective control is maintained for the duration of each project with adequate site inspections and records sufficient to demonstrate the application of reasonable skill, care and diligence.

However, it is not practicable for every item of work to which the Building Regulations relate to be examined. The supervision by the Builder is, therefore, of critical importance. The test of the Inspection Plan will be its success in achieving reasonable standards of health and safety in or about buildings, and of energy conservation, accessibility and sustainability for building users.

Inspection staff should use professional skill and judgement in their selection of priorities for inspection. Depending upon the complexity of the project, such inspections may need to be carried out by personnel with greater expertise (Clause 7.1).

Subject to the appropriate professional judgement and risk assessment, and recognising that it is not practicable to examine every item of work to which the requirements of the Building Regulations relate, inspection arrangements should normally make provision for inspection of:

- (a) elements and components, the failure of which would, in the opinion of the Certifier, be significant;*
- (b) works which in the opinion of the Certifier, constitute unusual designs or methods of construction;*
- (c) works related to fire safety;*
- (d) types of work, construction, equipment or material which could, if not verified, cause defects which would, in the opinion of the Certifier, or Designated Inspector, be seriously detrimental to the fundamental purposes of the Building Regulations
and*
- (e) additional areas of work necessary for the subsequent issue of a certificate at completion.*

See **Section 1.6 – Inspection** below, related to nature and scope of required inspection.

1.5 RISK

1.5.1 Risk Management.

The competence of the Assigned Certifier and Design Certifier must be appropriate to the specific building or works.

Risk identification and risk management are the fundamental considerations with regard to exercising appropriate professional judgement. There are several areas of risk to be managed in relation to S.I. 9 of 2014 including:

- Competence of individuals
- Clarity and observance of scope of each party's role

S.I. 9 of 2014 limits certification by individuals to specific and defined competences (Clause 4.2 DoECLG Code of Practice). The DoECLG CoP makes clear that the role of Assigned or Design Certifier is confined to inspection, not supervision, and in the case of the Assigned Certifier, the coordination of inspection by others. Inspection does include demonstration and verification by a Builder and such provisions are considered to be central to the role of a Builder under S.I.9 of 2014. The dual duties of designer and builder in construction should always be remembered. Firstly, Designers must design in accordance with the Regulations and secondly, Builders are required to build in accordance with the Regulations. Always assuming that a design is compliant, verification of the building works, by means of inspection (before, during or after completion of any works element), demonstration or testing are the norms for evidencing such compliance by the Builder.

The scope of inspection should be risk-assessed and reasoned. The S.I. 9 of 2014 requirement is, using professional judgement, to form a view with regard to compliance of a building or works with the Building Regulations, based on planned inspections of the building or works.

Risk assessment begins with a clear definition of design responsibilities of all design parties. This should be established at the outset of each project by the Assigned Certifier and include the primary Design Team members (typically Architect, Civil/Structural and Building Services Engineers) and will include design allied to ancillary specialist designers including fire safety, external façade, landscape, acoustic, or the like. A clear definition and understanding of where each specific designer's task begins and ends must be established and must have a visibility at all stages of the project. This is understood to include the interfaces between related elements of design being carried out by separate designers. No design should be undertaken by any person who is not competent (or tasked) to carry out same and this extends to the inspection and certification of such design or works.

A Risk Matrix would be a good format in which to set down individual design roles and responsibilities: see 'Section 2: Roles and Responsibilities'.

1.6 INSPECTION.

The role of the Assigned Certifier (or Design Certifier) does not include responsibility for the supervision of any Builder or building. Nor is it the role of the Assigned Certifier or any Design Certifier to be responsible for any negligent acts on the part of any Builder in carrying out, or neglecting to carry out, any part of a building or works.

The extent and scope of inspections to be carried out should be defined by risk-assessment.

The scoping of an Inspection Plan requires an evaluation of each project by a competent professional.

The parameters should be reasoned and risk-based and could include:

- the complexity of the works including any risks related to Builder competence.
- The critical nature of each building element in relation to successful project delivery and planned use and
- external factors e.g. site conditions, adjoining properties or uses.

These parameters should be developed in conjunction with all Design Certifiers, coordinated and compiled by the Assigned Certifier. The parameters should be weighted and prioritised.

Inspection and certification required by S.I. 9 of 2014 is necessarily risk-assessed and risk-defined and cannot take account of all elements or parts of a building or works to be undertaken by a Builder. Inspections, and certification arising from same, will necessarily relate to an Inspection Plan, prepared by the Assigned Certifier in conjunction with the other Design Certifiers and sufficient to establish compliance of the building or works with the design, based to inspections carried out on site, all as defined in the Inspection Plan and detailed in the Inspection Notification Framework, all as provided for in the Regulations.

1.7 VERIFICATION BY BUILDER, OR AN ASSIGNED CERTIFIER.

The Plan will include making works available for inspection but can include requirements for independent testing/verification/demonstration to be undertaken by the Builder. The project works Requirements or Specifications should define such testing and verification and the competence of such independent parties and also the scope of the testing/verification required.

Independent verification of the building or works could include fire separation/stopping, air-tightness, envelope testing, dimensional verification or other specific elements of the building or works which have measurable verification.

It should also be remembered that while the Inspection Plan for specific works defines specific testing and verification, the Builder's certification under S.I. 9 of 2014 relates to the entirety of the building, or works.

1.8 EARLY WARNING.

The principle of Early Warning should be embedded in all of S.I.9 of 2014's requirements. The Builder should be advised of any workmanship or execution issues as and when they occur as a means of both identifying non-compliant work and tracking corrective measures but also proactively engaging with the Builder to mitigate/minimise defective works which will ultimately impact on the overall project delivery.

N.B. Reference to be made to works elements not subject to Building Regulations e.g. Security/Access Control, Loose Fittings+Furniture,

SECTION 2: S.I. 9 of 2014 ROLES AND RESPONSIBILITIES

2.1 SCOPE AND PURPOSE

This procedure applies to all projects. It describes the roles and relationships of the parties with respect to the Building Control Amendment Regulations (BCAR). It is to ensure the appointment of the Architect to a project, with respect of S.I.9 of 2014 is clearly defined, recorded and agreed. The purpose of the procedure is to ensure that both Architect and Client are clear as regards the details of the conditions of appointment and the basis of charging fees for the agreed services. It is also to ensure that the roles of all other parties relevant to S.I. 9 of 2014 are described. This document is generally written on the basis that the Assigned Certifier is a registered Architect acting also as the Design Certifier and Ancillary Certifier as Architect unless otherwise noted.

2.2 DEFINITIONS

PD	Project Director
PA	Project Architect
DT	Design Team
AC	Assigned Certifier
BCAR	Building Control (Amendment) Regulations 2014
PQP	Project Quality Plan
PRA (BCAR)	Project Risk Assessment for BCAR. Separate from Health and Safety RA's.
NCR	Non Conformance Record. These are records of work that is not in conformance with the Building Regulations. The records shall include how the non-conformance was resolved.

Definitions below from The Code of Practice for Inspecting and Certifying Building and Works issued by the Department of Environment, Community and Local Government, February, 2014

The definitions set out below are for the purpose of explaining terms used in this Code of Practice. They are not, and should not be construed as being, legal definitions or interpretations of similar terms which may be used in the Act of 1990 or any regulations made thereunder.

"Act of 1990" means the Building Control Act 1990 (No. 3 of 1990) as amended by the Building Control Act 2007 (No. 21 of 2007);

"Ancillary Certificates" means a certificate other than a statutory certificate of compliance as prescribed in the Building Control Regulations given by a competent person to confirm compliance of elements of the building, design or works with Building Regulations;

"Ancillary Certifier" means a person proposed to issue such a statement. (Note: a "person" also includes a company);

"Assigned Certifier" means the competent, registered professional person so assigned, in accordance with the Building Control Regulations;

"Builder" means a competent builder appointed, for purposes of the Building Control Regulations, by the building owner, to build and supervise the works;

"Building Control Authority" means a Local Authority to which section 2 of the Building Control Act 1990 applies;

"Building Control Regulations" means the Building Control Regulations 1997 to 2014 and any amendments thereto;

"Building Owner" means the person who has commissioned or paid for the works and who has legal entitlement to have such works carried out on their behalf;

"Building Regulations" means the Building Regulations 1997 to 2013 and any amendments thereto;

Certificate of Compliance" means a certificate of compliance provided for under section 6(2)(a)(i) of the Act of 1990;

"Commencement Notice" means a notice referred to in section 6(2) (k) of the Act of 1990;

"Competent Person": a person is deemed to be a competent person where, having regard to the task he or she is required to perform and taking account of the size and/or complexity of the building or works, the person possesses sufficient training, experience and knowledge appropriate to the nature of the work to be undertaken;

"Construction" includes the execution of works in connection with buildings and any act or operation necessary for, or related to the construction, extension, alteration, repair or renewal of a building; and "constructed" will be construed accordingly;

Design" includes the preparation of plans, particulars, drawings, specifications, calculations and other expressions of purpose according to which the Construction, extension, alteration, repair or renewal concerned is to be executed and "designed" will be construed accordingly;

"**Design Certifier**" means the person who signs the Certificate of Compliance (Design);

"**Enforcement Notice**" has the meaning assigned to it by section 8 of the Act of 1990;

"**Inspection Notification Framework**" or "INF" has the meaning set down in section 7.3 of this Code of Practice;

"**Inspection Plan**" has the meaning set down in section 7.1 of this Code of Practice;

"**The Minister**" means the Minister for the Environment, Community and Local Government;

"**Works**" includes any act or operation in connection with the Construction, extension, alteration, repair or renewal of a building;

2.3 RESPONSIBILITIES

The Project Director normally agrees the appointment with the Client. The Project Director confirms the appointment in writing.

It is noted that the RIAI Code of Conduct requires that *"A member, when undertaking an architectural commission should confirm in writing the Scope of Professional Services to be provided, the fee arrangements, and as appropriate the general aims and requirements of the project."*

2.4 DESCRIPTION

2.4.1 Scope of Services.

The scope of services to be provided whether standard or additional is agreed by the Architect with reference to the appropriate RIAI Client Architect agreement scope of services. The scope of services for S.I. 9 of 2014 are agreed with reference to RIAI Agreement between the Building Owner and Architect and Architect for Appointment as Assigned Certifier.

Works to a 'Protected Structure' require an additional level of research and survey to determine core data and the significance of the 'Protected Structure'. This level of activity, at the outset of a project is currently not satisfactorily reflected in the RIAI agreement between Client and architect documents. These will require revision when dealing with a 'Protected Structure'.

2.4.2 Hierarchy of Roles.

The legislation sets up a hierarchy of roles and responsibilities between Building Owner, Design Certifier, Assigned Certifier, Builder and Ancillary Certifiers.

The Architect in signing design and completion certificates relies on the competence and expertise of these other participants and needs to ensure as far as is possible, that they understand their roles, and are capable of undertaking them in a competent manner and providing documentation to support same. Failure by one of the other certifiers may mean the Architect acquires a liability however inequitable this might be.

The Building Owner – It is the Building Owner's responsibility to ensure that 'the building or the works' are carried out in accordance with the legislation. Largely this responsibility is fulfilled by appointing competent people to three roles – Assigned Certifier, Design Certifier (often referred to as the Designer) and the Builder, and ensuring that adequate resources and competent persons are made available to design, construct, inspect and certify the building works.

The Building Owner is also responsible for promptly appointing a replacement Assigned Certifier or Builder where the Assigned Certifier or Builder withdraws from the project for whatever reason. Where this happens the Building Owner is required under the Building Control Regulations to give notice to the Building Control Authority of the new assignment; at all times the Building Owner should use reasonable endeavours to ensure that an Assigned Certifier and Builder are in place;

If there is a change of Building Owner, prior to the submission of the completion certificate, the new Building Owner is required under the Building Control Regulations to give notice of the change of Building Owner and, also, to notify the Building Control Authority in writing of all appointments that are in place.

The Building Owner is also responsible for maintaining records.

The Assigned Certifier, Design Certifier and Builder themselves rely on each other and 'Ancillary Certifiers'.

Ancillary Certifiers are competent entities who confirm compliance of elements of the building and range from primary consultants as part of the Design Team such as Structural Engineers to specialist subcontractors engaged by the builder e.g. fire door manufacturers.

Key to all of these appointments is the issue of competence and this is defined in the legislation. A person is deemed to be competent where having regard to the task required and taking account of the size / complexity of the project, the person possess:

- Sufficient training
- Experience
- Knowledge - appropriate to the nature of the work to be undertaken.

No builder, engineer, or specialist can adequately undertake their statutory roles unless they are adequately resourced. In particular, an exceptionally low tender should be interrogated to ensure the builder/consultant/sub-consultant can resource the project appropriately. The Architect who must rely on the Builder as co-signatory of the completion certificate, may wish to consider their position should this not be the case.

The Assigned Certifier is a competent professional person, assigned by the Owner, to inspect and coordinate the inspection activities of others during construction and certify the building or works on completion. The role of Assigned Certifier does not include responsibility for the supervision of any Builder.

The Assigned Certifier should: -

- (a) provide and sign the relevant statutory certificates - the form of undertaking at commencement and the Certificate of Compliance on Completion;
- (b) co-ordinate the ancillary certification by members of the Design Team and other relevant bodies for the Certificate of Compliance on Completion;
- (c) identify all design professionals and specialists, in conjunction with the Builder, from whom certificates are required;
- (d) identify all certificates required and obtain them;
- (e) co-ordinate and collate all certification of compliance for completion in conjunction with the Builder;
- (f) in consultation with the members of the Design Team, plan and oversee the implementation of the Inspection Plan during Construction;
- (g) prepare the Preliminary Inspection Plan and oversee adherence to this plan, and on completion provide the Inspection Plan as implemented;
- (h) on termination or relinquishment of their appointment make available to the Building Owner all certification prepared and inspection reports carried out;
- (i) act as the single point of contact with the Building Control Authority during construction;
- (j) seek advice from the Building Control Authority, in respect of compliance matters relating to the building or works where disputes or differences of opinion arise between the parties to the project; and
- (k) maintain records of inspection.

The Design Certifier (Designer) signs the certificate of compliance (design) certifying that the design, relying on ancillary certificates of others, essentially the broader Design Team, is in compliance with the Building Regulations. It is important to note that the Design Certifier is required to coordinate the 'design activities' of these Ancillary Certifiers.

Designers should: -

- (a) design their respective elements of work in accordance with the applicable requirements of the Second Schedule to the Building Regulations;
- (b) provide the Design Certifier with the necessary plans, specifications and documentation that is required for lodgement at commencement stage;
- (c) arrange to provide sufficient information to the Assigned Certifier to enable them to fulfil their role;
- (d) as agreed with the Assigned Certifier, carry out work inspections which are pertinent to their elements of the Design, and liaise with the Assigned Certifier in terms of this and the required ancillary certification;
- (e) notify the Assigned Certifier of their proposed inspection regime for inclusion in the overall Inspection Plan;
- (f) provide the Ancillary Certificates when required by the Assigned Certifier and Design Certifier; and
- (g) maintain records of inspection.

An Agreement between Lead Consultant and Sub-Consultants should be put in place; an example is given in Section 2.8.

In all cases, it is good practice that a responsibility matrix is prepared showing the areas of responsibility for each consultant (see *'Design Responsibility Matrix' at Appendix 30*). This document should be agreed at the inception of the project. This matrix should reflect the complexity of the project. The responsibility matrix should resolve areas where historically there is lack of clarity e.g. responsibilities for particular parts of drainage systems or where engineering "standard scopes of services" do not include elements of works which architects believe to be the responsibility of engineers.

Responsibilities are confirmed in 'S.I.9 of 2014 Consultant Scope Document' as the example in Section 2.7.

2.4.3 Acting as Designer (Assigned Certifier) in Different Types of Procurement

The legislation is written largely with traditional procurement in mind i.e. where an owner appoints a design (team) and a builder is separately procured to construct the building. Other forms of procurement raise issues specific to themselves.

Self-Builder

The legislation calls for the appointment of a competent Builder by the Owner. In the case of self-build, traditionally the owner procures trades and subcontractors separately. It is unlikely that a 'self-builder' will have the expertise or experience, training and knowledge to declare themselves competent without some parallel measures being put in place, for instance the appointment of a competent foreman to oversee the works. As the Architect relies in the completion certificate on the builder as co-signatory implicitly tying themselves to the competence of the Builder, the Architect should satisfy themselves as to the assessment of competence in any arrangement and should consider these matters carefully before committing to operating within these arrangements. We note S.I. 365 of 2015 allows for the Owner to 'opt out' of the provisions of S.I.9 of 2014 for one-off houses and house extensions greater than 40m². The requirement to build in accordance with the Regulations is not diminished.

Design Build

There are a number of forms of design build where the Builder takes responsibility for all or part of the design / construction process. Where the Architect is an employee of the Builder, it is good practice for the Assigned Certifier to be independent of this arrangement. Where specified construction methods, details, products, or materials are proposed to be changed by the Builder – normally as a cost saving measure – the requirements to comply with the Building Regulations remain. In this case, the builder acts as a Designer and should certify in this capacity and be insured for same. A substitution should go through the same rigorous process as the original selection and this, in particular, extends to certification.

Where the builder has selected the systems, materials or equipment, it is recommended that the Builder confirms the following:

- All the works have been constructed with proper materials and in a workmanlike manner
- All the works have been constructed in accordance with manufacturers' recommendations
- All the materials /products/systems have been installed in accordance with relevant Agrément Certificate, or other appropriate standards listed in TGDs, so that the installation complies with the tested standard for the relevant material/product/system
- All materials selected by the builder comply with the requirements of the Building Regulations
- The Builder has supervised all construction activity on site.

Government Procurement

Government Procurement raises two distinct challenges. The criteria for the selection of the Builder often rests solely or largely on cost. In these circumstances, the Client should be reminded of their duty to (*'ensure that adequate resources and competent persons are made available to ... construct ... the building works'*). In the event that a Client insists on appointing a Builder on an abnormally low tender, the architect may wish to consider their position.

Substitution of products, materials etc. is permitted under the Government Construction Contracts and as with design build above, the Builder must demonstrate compliance with the Building Regulations by way of agreement certification of the product etc. for any proposed substitution. From experience it is not uncommon for substitutions to have inadequate certification.

Where the Builder has selected the systems, materials or equipment, it is recommended that the Builder confirms the following:

- All the works have been constructed with proper materials and in a workmanlike manner
- All the works have been constructed in accordance with manufacturers' recommendations
- All the materials /products/systems have been installed in accordance with relevant Agrément Certificate, or other appropriate standards listed in TGDs, so that the installation complies with the tested standard for the relevant material/product/system
- All materials selected by the Builder comply with the requirements of the Building Regulations
- The Builder has supervised all construction activity on site.

Speculative Builder Developer

Historically, building failures have largely occurred in the speculative builder / developer sector. It is good practice that the Assigned Certifier is an independent entity. Where the Architect / Design Certifier is not retained for the construction phase, the Architect should advise the Owner and Assigned Certifier that responsibility for the modification of their design to take account of unforeseen site conditions, detailed design development and design changes should be devolved to a competent professional.

System Built Buildings

There are many system built products available particularly in the housing market, and in housing especially.

Here, the Architect will rely, for the large part, on certification from the manufacturer regarding compliance, which should be rigorously interrogated. Non Irish systems should provide certification to show compliance with the Irish Building Regulations and it should be noted that even high-end products may have difficulty proving compliance with the Building Regulations especially Part L.

It may be prudent to request an independent assessment of the system by an Irish registered professional to confirm compliance from the supplier.

It is recommended that the system build manufacturer should visit site and confirm that their system is being installed in accordance with their recommendations.

2.4.4 Risk Assessment Roles and Responsibilities

The project risk assessment is carried out by the Project Director in conjunction with the Project Architect and Design Team. The format for the risk assessment is RIAI Risk Assessment Template (see Appendices).

2.4.5 Site Staff Role

Role of Site Architect, Site Engineer, and the Clerk Of Work, where applicable to be described including their responsibilities, roles, duties, and authority. Their inspection methodology, frequency and records are agreed with the Project Architect.

The methodology for dealing with Non Conformance Records and procedures for follow-up recording of their close out, must be agreed with the Project Architect and the Builder.

2.4.6 Inspection Role

Section 7.1 of the Code of Practice for Inspecting and Certifying Building and Works issued by the Department of Environment, Community and Local Government, February, 2014, describes the inspection role:

"Inspection staff should use professional skill and judgement in their selection of priorities for inspection. Depending on the complexity of the project, such inspections may need to be carried out by personnel with greater expertise. Inspection staff should be briefed by their employer and, where necessary, by the Assigned Certifier on the Design lodged to the Building Control Authority and on appropriate inspections and tests to carry out."

The methodology for resolving areas of work which during site inspection are found to be non-compliant (e.g. missing fire barriers or damp proof course)is described in a Non Conformance Record or Log (NCR`s) and their close out recording is described.

This allows compliance with the guidance in clause (7.4) **“Follow up procedures”** of the Code of Practice for Inspecting and Certifying Building and Works issued by the Department of Environment, Community and Local Government, February, 2014:

“Effective follow up procedures are essential to check that previously noted noncompliance issues have been corrected. The person responsible for the particular inspection, e.g. the Assigned Certifier or the Ancillary Certifiers, should check that the matter raised has been resolved satisfactorily.”

2.4.7 Change of Assigned Certifier and/or Builder

Section 4.7 of the Code of Practice for Inspecting and Certifying Building and Works issued by the Department of Environment, Community and Local Government, February, 2014, describes how changes in defined roles are dealt with:

“Change of Assigned Certifier and/or Builder.

In the case of a change in the Assigned Certifier or the Builder during the project, the Building Owner is required to do the following: (a) where the Assigned Certifier or the Builder notified at commencement notice stage withdraws from the project for whatever reason, the Building Owner should submit a new Notice of Assignment along with the relevant form of Undertaking signed by the new assignee; (b) the new Assigned Certifier and/or new Builder should review the status of compliance of the work completed and deal appropriately with the findings from the review. This may involve consultation with the Building Control Authority. In the event that the Assigned Certifier wishes to end their appointment or that it is being terminated by the Building Owner during the course of the works, the Assigned Certifier is required to provide to the Building Owner and to the Building Control Authority the records of inspection up to the date on which their appointment ends, along with any available certification of compliance of Design and/or Construction up to that date.”

2.4.8 Responsibility Matrix

The responsibility matrix shall confirm the relevant roles and responsibilities of each party. It shall be prepared by the Project Architect and reviewed by the Project Director. An example of a Responsibility Matrix can be viewed at Appendix 30. It shall be issued to and agreed with the Design Team. Traditional areas of ambiguity shall be clarified.

The Project Programme, budget, and particularly critical dates are defined and it is established whether they are realistic. These are recorded in the Project Quality Plan (PQP).

If necessary, cut off points at the various stages of the project and fee payments in respect of same are agreed and recorded in the fee file.

If there is a change in the Terms of Appointment, this is recorded in the Appointment File, and the PQP. Where subsequent discussions with the Client, or changes in the brief, require a re-negotiation of the terms stated in the document issued to the Client, then the document is revised accordingly and reissued.

The Client is advised in general terms of the following as appropriate to the particular site context. (The outcome of discussions is recorded in the brief).

- S.I.9 of 2014 requirements.
- Fire Safety Certificate requirements.
- Building Regulation compliance.
- Health and Safety requirements.
- Protected structure requirements.
- Environmental legislation compliance.
- Rights and easements, etc.
- Client appointment to the Design Team, as appropriate of:-
 - Project Supervisor Design Stage.
 - Structural engineer,
 - Quantity Surveyor.
 - M&E and other specialists (e.g. fire, acoustics, planning, soil tests etc.)
 - Need for, and cost of, full time site role (e.g. clerk of works, resident architect, resident engineer)

The system for obtaining and confirming Client approval at various design stages, including the definition of which Client staff member(s) has authority to give approval, is agreed.

When requested by a Client to provide or sign a warranty of professional services, the standard format prepared by the RIAI is recommended for use. Legal opinion is sought where the Client proposes alternative formats, particularly where the alternative arrangement may not be covered by the professional indemnity insurance of the practice. The Project Director typically negotiates with the Client for a contribution towards the legal costs of assessing the implications of the proposed warranty.

2.4.9 S.I. 365 Guidance

Advice for persons considering availing of the facility to Opt-Out of the full Building Control process as provided for in The Building Control (Amendment) (no.2) Regulations 2015 (SI365).

A Client who is considering opting out of the Building Control process should be provided, by the architect, with guidance which takes account of the particular requirements, and circumstances, of individual Clients and their projects. This guidance should include;

Opt-Out – Qualification Requirements

Confirmation that the project, and Client(s), meets the requirements of the Building Control Regulations which entitle availing of the Opt Out facility as set out in:

7(b) of S.I. 365 e.g. the construction of a single house (not forming part of a larger development) and a domestic extension with a floor area in excess of 40m² will normally meet the SI365 OPT-OUT qualification requirements.

The **Obligation To Design And Construct In Compliance With The Building Regulations** should be made clear to the Client that, Opting Out does not diminish their obligation to ensure that the design and construction of the building or works is executed in compliance with the requirements of The Building Regulations.

Where the Client has decided to use the Opt Out provisions of S.I. 365, Architects should use RIAI S.I.365 Forms and associated guidance notes:

- Architects Opinion on Compliance of Design with the Building Regulations (*See Appendices*)
- Confirmation and Opinion on Compliance of Construction with the Building Regulations (*See Appendices*)

2.5 RECORDS

Records of agreements are kept in the project file:

- Copies of all agreements and appointments are kept by the Project Director / Practice Administrator
- Copies of briefing note to Client
- Copies of all certificates
- Copies of all notices
- Copies on design compliance methodology
- Copies of independent audits and review
- Copies of information uploaded to BCMS including changes during the process
- Copies of site inspections
- Copies of Non Conformance Records at site state and evidence of their resolution
- Copies of any inspection notices / reports / actions required from the Building Control Authority and how they were resolved
- Responsibility Matrix with defined roles and responsibilities (*See Appendix 30*)
- BCAR Consultant Scope Document (*see Section 2.7*)
- Agreement between Lead Consultant and Sub-Consultant
- Project Risk Assessment
- Tender records including the Tender Schedule of S.I.9 of 2014 Documents
- Preliminary Inspection Plan
- Inspection Plan

S.I. 365 Opt Out Records

- S.I. 365 Architects Opinion on Compliance of Design with the Building Regulations
- S.I. 365 Confirmation and Opinion on Compliance of Construction with the Building Regulations

Records necessary to demonstrate design compliance, including design development during construction, and to demonstrate construction stage compliance should be recorded.

Practice to put in place back up procedures for records, including disaster recovery.

Section 7.6: of the Code of Practice for Inspecting and Certifying Building and Works issued by the Department of Environment, Community and Local Government, February, 2014, describes how records should be addressed:

“Records of each inspection should be maintained by the person and firm responsible and should be sufficient to identify the work inspected and any non-compliance. Where the work inspected is not shown on drawings available to the person inspecting, these records will necessarily be more detailed. It is important, in order to ensure that proper, evidence-based inspection arrangements and procedures are in place, that adequate records are maintained to show what works were inspected, the results of the inspection and any remedial action considered necessary and when such remedial action was carried out.”

2.6 REFERENCES

ISO 9001 (2008 Edition) Clause 7.2, 7.5.3, 7.5.4. Note: This document has been revised in 2015 and the numbering of the chapters may have been reformatted. (No web link available due to copyright reasons).

Department of Environment, Community and Local Government:

- Statutory Instruments. S.I. No. 9 of 2014 Building Control (Amendment) Regulations 2014
- Statutory Instruments. S.I. No. 105 of 2014 Building Control (Amendment) (No. 2) Regulations 2014
- DoECLG Code of Practice for Inspecting and Certifying Buildings or Works – February 2014

Current Technical Guidance Documents and Supporting Documentation:

- Framework for Building Control Authorities published by the County and City Management Association version 1.0 July 2014

RIAI

- RIAI Client/Architect Agreement for Professional Services – Edition 1 .PDF File
- RIAI Client/Architect Agreement for Small Commercial Works – Edition 1 .PDF File
- RIAI Client/Architect Agreement for Domestic Work – Edition 1 PDF File
- RIAI Agreement between the Building Owner and Architect for Appointment as Assigned Certifier – Edition 1 .PDF File
- RIAI Addendum to Agreement and Schedule of Conditions of Building Contract (for Yellow, Blue, SF 88 and White Form) .PDF File
- Amendments to the Capital Works Management Framework (BCAR) & Reminder Safety Health and Welfare at Work
- RIAI Practice Note Ancillary Certificates November 2014
- RIAI The Building Control (Amendment) Regulations, S.I. 9 Client Guidance Note
- Interpretation of S.I.9 In Respect of Whether the 40 Sq. M. Extension Is Cumulative or Not
- RIAI Guidance For The Provision of a Service for School Projects Under BC(A)R 2014

RIAI Guidance Notes For The Preparation Of Tender Documentation:

- RIAI Information Notes for the Preparation of Tender Documents – Edition 1 .PDF File
- RIAI Information Notes for the Preparation of Tender Documentation – For Small Works – Edition 1 .PDF File

Inspection Plans:

Examples

- Brief for the Risk Analysis (RA), Inspection Notification Framework (INF) and Preliminary Inspection Plan (PIP)
- Inspection Notification Framework (INF)-Example
- Preliminary Inspection Plan (PIP)-Example
- Risk Assessment-Example

Templates

- Inspection Notification Framework (INF)-Template
- Preliminary Inspection Plan (PIP)-Template
- Risk Assessment-Template
- S.I.9 of 2014 Preliminary Inspection Plan

Commencement Notice:

- Interactive Commencement Notice Guidance Document (*see Appendices*). This document provides a decision making flow chart to establish if a commencement notice is required for a building or works under the Building Control Regulations (1997-2014). This interactive document works best if the setting in adobe acrobat reader are set to open the linked documents in a new window (click here for instructions). Updated 24 April 2014.
- Clarification on the use of a Commencement Notice when BC(A)R does not apply. Updated 19 May 2014. (*see Appendices*)

- Architect's Opinion on Compliance of Design with The Building Regulations (*see Appendices*)
- Confirmation and Opinion on Compliance of Construction with the Building (*see Appendices*)
- Design Responsibility Matrix (*see Appendices*)

2.7 S.I.9 of 2014 Consultant Scope Document

A link to an editable version of this document can be found at Appendix 26.

S.I.9 of 2014 CONSULTANT SCOPE DOCUMENT

Consultant: [Insert Name of Consultant Here]

Document Reference: S.I.9 of 2014

Project Number: [Insert]

Project Title: [Insert]

Architect Lead: [Insert]

Date of Issue: [Insert]

Revision: [Insert]

Note:

1. This document is designed to define in outline terms the basic scope of each consultants input on the project from a Building Regulations Compliance perspective.
2. The material / data being collected here will only be used for the purposes of Building Regulations Compliance review, for this project.
3. Please note this form is locked to prevent unintended editing of the fields. [The blue text and light grey sections are editable and should be used for filling in your responses.](#)
3. For clarity the words you / your is used interchangeably in this document. You / your means the company that is undertaking the consultancy service.

Section 1: Client / Consultant / Builder Details			
1.1	Building Owner:		
1.1.1	Company Name	[Enter text here]	
1.1.2	Representative	[Enter text here]	
1.2	Consultant / Builder Details		
1.2.1	Company Name	[Enter text here]	
1.2.2	Role on this Project	[Enter text here]	
1.2.3	Address	[Enter text here]	
1.2.4	Phone Number	[Enter text here]	
1.2.5	Designer Name	[Enter text here]	
1.2.6	Registration Body	[Enter text here]	
1.2.7	Registration Number	[Enter text here]	
1.2.8	Current Insurance Details:	[Enter text here]	
1.2.9	Professional Indemnity Limit	[Enter text here]	
1.2.10	Public Liability Limit	[Enter text here]	
1.2.11	Employers Liability Limit	[Enter text here]	
1.2.13	Any General Notes:	[Enter text here]	
1.3	Consultant (Designer) Process / Quality Review Procedures		
1.3.1	Please provide details (if any) of your company's externally accredited Quality Management System (s):	[Enter text here]	
1.3.2	Please outline the checking methodology to be implemented by your company i.e. a. Self-checking (1st Party), b. 2nd Party checking (internal peer review), c. 3rd Party Checking (external peer review)	[Enter text here]	
1.3.3	Any General Notes:		
Section 2: Project Particulars			

S.I.9 of 2014 CONSULTANT SCOPE DOCUMENT

Consultant: [Insert Name of Consultant Here]

Document Reference: S.I.9 of 2014

Project Number: [Insert]

Project Title: [Insert]

Architect Lead: [Insert]

Date of Issue: [Insert]

Revision: [Insert]

2.1	Please insert a short narrative describing the works to be completed by you for this project:	[Enter text here]	
2.2	Please indicate whether you have been provided with a copy of the statutory consents that have been granted:	[Enter text here]	
2.3	Please indicate whether you have a copy of the submission information (Reports / Documents / Drawings) for the lodged / approved Statutory Consents :	[Enter text here]	
2.4	Any General Notes:	[Enter text here]	
Section 3: Design Team S.I.9 of 2014 Information			
3.1	Please list any Design Team Members that you will require design information from to demonstrate compliance of design elements that you may be responsible for:	[Enter text here]	
3.2	Please list any Ancillary <u>Design</u> Certifiers you foresee supporting the Design Work being completed by your company:	[Enter text here]	
3.3	For the scope of the Design Work completed by you, do you intend relying on any Ancillary <u>Inspection</u> Certifiers (Third Party Inspectors) reviewing the Construction Work being completed by the Builder? If Yes, please indicate who this will be?	[Enter text here]	
3.4	Please list any particular design, materials or construction items, where achieving compliance with the Building Regulations may be considered difficult or at risk of non-compliance:	[Enter text here]	
3.5	Compliance with Technical Guidance Documents is considered prima facie evidence of compliance with the Building Regulations, please list any alternative methods of compliance that is being used as a basis for design on this project.	[Enter text here]	
3.6	Any General Notes:	[Enter text here]	
Section 5: Contractor S.I.9 of 2014 Information			

S.I.9 of 2014 CONSULTANT SCOPE DOCUMENT

Consultant: [Insert Name of Consultant Here]

Document Reference: S.I.9 of 2014

Project Number: [Insert]

Project Title: [Insert]

Architect Lead: [Insert]

Date of Issue: [Insert]

Revision: [Insert]

5.1	Please list any items of design that you will be expecting the Builder / Sub-contractor on this project to complete:	[Enter text here]	
5.2	Please list any Specialist Contractors that you will require design input from for works you will be specifying:	[Enter text here]	
5.3	Please list any Ancillary <u>Design</u> Certificates you feel will be necessary to be collected from sub-contractors on this project:	[Enter text here]	
5.4	Please list any critical materials / products / systems that you require Declarations of Conformance / Performance for on this project:	[Enter text here]	
		[Enter text here]	
5.5	Any General Notes:	[Enter text here]	

2.8 Agreement Between Lead Consultant And Sub-Consultant

For use where the Architect is employing on behalf of a Client a sub-consultant e.g. structural engineer etc.

1. Appointment.
2. General Obligations.
3. Sub-Consultant's Responsibilities.
4. Lead Consultant's Responsibilities.
5. Termination, Suspension or Abandonment.
6. Miscellaneous Provisions.
7. Terms of Payments – Basis of Compensation.
8. Insurance and Liabilities.
9. Performance by Sub-Consultant.
10. Indemnity.
11. Notice.
12. Third Party Rights.
13. Schedules.

This Contract is made on day of 2015

between (**the Lead Consultant**)

and (**the Sub-consultant**)

in connection with the Lead Consultant's appointment by The (**the Client**) under an agreement (**the Main Appointment**) for the **Lead Consultant** to provide Integrated Design Team (IDT) Services (**the Main Services**) for (**the Project**).

This contract is for the **Lead Consultant** to sub-contract part of the **Main Services** to the **Sub-consultant**. The specific professional services which the **Sub-consultant** is required to provide for the **Client** under the **Main Appointment** are set out in Schedule A to this Agreement. The part of the Project for which the Sub-consultant is to provide such Services is hereinafter called "**This Part of the Project**".

1. APPOINTMENT

- 1.1. The **Lead Consultant** appoints the **Sub-consultant**, and the **Sub-consultant** accepts the appointment on the terms of this contract.
- 1.2. This contract is the entire agreement of the parties about the appointment, and includes the various Schedules A to E, Appended.
- 1.3. The parties intend this contract to be given purposeful meaning, consistent with the **Main Appointment**.
- 1.4. The **Lead Consultant** has furnished the **Sub-consultant** with the complete programme and requirements of the Project and the **Sub-consultant** acknowledges to being informed as to the nature and extent of the services required.

2. GENERAL OBLIGATIONS.

- 2.1 In performing the Sub-consultancy services, the **Sub-consultant** shall:-
 - 2.1.1 exercise the standard of reasonable skill, care and diligence of an appropriately qualified consultant in the discipline, relating to the Sub-consultancy services, in connection with a project of a size, scope and complexity similar to that of the project/works described in the **Main Appointment** and/or to which the Sub-consultancy services otherwise relates;
 - 2.1.2 comply with all Statutory Requirements;
 - 2.1.3 perform the Sub-consultancy services to the reasonable satisfaction of the **Lead Consultant**;
 - 2.1.4 perform the Sub-consultancy Services so that no negligent act, omission or default by the **Sub Consultant** in relation thereto shall constitute, cause or contribute to any breach by the **Lead Consultant** of any of its obligations under the **Main Appointment**, a copy of which the **Sub-consultant** acknowledges it has received (including fee information);
 - 2.1.5 immediately notify **The Lead Consultant** of any commercial interests of the **Sub-Consultant** which are likely to conflict with the Sub-consultancy services. or the obligations of the **Sub-Consultant** under this Agreement;
 - 2.1.6 supply the **Lead Consultant** with suitable and sufficient information regarding the management by the **Sub-Consultant** of any environmental, health and safety risks arising from the Sub- consultancy services prior to their commencement.

- 2.2 The **Sub-consultant** is an independent contractor for **This Part of the Project**, responsible for methods and means used in performing the Services under this Agreement. Nothing in this Agreement shall render the **Sub-consultant** an employee, agent or partner of the **Lead Consultant**.
- 2.3 The **Lead Consultant** shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the **Lead Consultant** for the Project as necessary for the coordination of **This Part of the Project**.
- 2.4 Except as authorized by the **Lead Consultant**, all communications between the **Sub-consultant** and the **Client**, or other consultants for the Project, shall be forwarded through the **Lead Consultant**.

3. SUB-CONSULTANT'S RESPONSIBILITIES.

- 3.1 The Services consist of those services performed or to be performed by the **Sub-consultant** and the Sub-consultant's employees relevant to **This Part of the Project** and are as enumerated in the **Main Appointment**, and as set out in Schedule A to this Agreement and the Project Scope which is described therein.
- 3.2 The Services shall be performed according to this Agreement with The **Lead Consultant** in the same manner and to the same extent that the **Lead Consultant** is bound by the **Main Appointment** to perform such services for the **Client**. Except as set forth herein, the **Sub-consultant** shall not have any duties, responsibilities or liability for any other part of the Project. The **Sub-consultant** hereby acknowledges that the terms of the **Main Appointment** are binding on it insofar as they relate to the provision of the Services by the **Sub-consultant**, as if the terms of the **Main Appointment** were severally set out in this Agreement. The liability of **The Lead Consultant** shall be no greater than that set out under the **Main Appointment** and **The Lead Consultant** will be entitled to equivalent rights of defence as the **Client**.
- 3.3 **The Sub-consultant** shall designate when necessary a representative authorized to act on the **Sub-consultant's** behalf with respect to This Part of the Project. The Sub-consultant will assign to the project the personnel detailed in the **Service Delivery Schedule (Appendix B)** attached to this Agreement. Any personnel appointed by the Sub-consultant to replace staff removed under this Agreement shall be subject to the written approval of **The Lead Consultant** (such approval not to be unreasonably withheld or delayed).
- 3.4 The Services shall be performed in a manner, sequence and timing so that they will be coordinated with those of **The Lead Consultant** and other consultants for the Project. The **Sub-consultant** shall perform the services in accordance with any timescale or cost limit agreed with **The Lead Consultant** or as set out in the **Main Appointment**.
- 3.5 The **Sub-consultant** shall advise on the progress in the performance of the Services and of any issue that may affect the delivery, the cost or quality of the Project.
- 3.6 The **Sub-consultant** shall provide progress copies of drawings, reports, specifications and other necessary information in relation to **This Part of the Project** to **The Lead Consultant** and other consultants for coordination and review. All aspects of the Project designed by the Sub-consultant shall be coordinated by the **Sub-consultant**, and the **Sub-consultant** shall also become familiar with the aspects of the Project designed by **The Lead Consultant** and other consultants as necessary for the proper coordination in **This Part of the Project**.
- 3.7 The **Sub-consultant** shall cooperate with **The Lead Consultant** in determining the proper share of the construction budget to be allocated to This Part of the Project.
- 3.8 The **Sub-consultant** shall not be responsible for the negligent acts or omissions of **The Lead Consultant** and **The Lead Consultant's** other consultants.
- 3.9 Additional services shall be provided if requested by **The Lead Consultant**. Any such additional services shall be authorized or confirmed in writing by **The Lead Consultant**.
- 3.10 The **Sub-consultant's** responsibilities shall include regular attendance at meetings at which **The Sub-**

consultant will attend as reasonably required.

- 3.11 The **Sub-consultant** shall advise on compliance with statutory requirements. In any conflict between the statutory requirements and this Agreement the former take precedence.
- 3.12 The **Sub-consultant** shall cooperate with any other persons appointed, shall coordinate and integrate their work and shall pass relevant information on to them to enable them to perform their part of the Project.
- 3.13 The **Sub-consultant** shall make no material alterations to the agreed scope of services or an approved design without the prior written consent of the **Lead Consultant**, such consent not to be unreasonably withheld by the **Lead Consultant**.
- 3.14 The **Sub-consultant** shall not sub-contract performance or any part of the services without the prior written consent of the **Lead Consultant**, such consent not to be unreasonably withheld by the **Lead Consultant**.

4. THE LEAD CONSULTANT'S RESPONSIBILITIES.

- 4.1 **The Lead Consultant** shall facilitate the **Sub-consultant** with the issuing of information required by the **Sub-consultant** upon request regarding the requirements for This Part of the Project, with due care, skill and promptness. **The Lead Consultant** shall make every reasonable effort to facilitate the **Sub-consultant** to meet the demands of the project programme by the timely issuing of relevant information / documentation.
- 4.2 **The Lead Consultant** may designate a representative authorized to act on **The Lead Consultant's** behalf with respect to This Part of the Project. **The Lead Consultant** or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the **Sub-consultant** in order to avoid unreasonable delay in the orderly and sequential progress of the Services.
- 4.3 If the **Sub-consultant** considers it necessary for This Part of the Project, **the Lead Consultant** shall request that the **Client** furnish the services of other consultants and such services are reasonably required by the scope of the Project, including those enumerated in the **Main Appointment**.
- 4.4 The **Lead Consultant** shall not be responsible for the acts of omissions of the **Sub-consultant**.
- 4.5 The **Lead Consultant** shall advise the **Sub-consultant** of **The Lead Consultant's** requirements and the relative priorities of the requirements, the timescale and any cost limit.
- 4.6 The **Lead Consultant** shall provide all the information in **The Lead Consultant's** possession or which is reasonably obtainable, and which is necessary for the proper and timely performance of the services including any such information in a health and safety file or other information about or affecting the site or construction work and the **Sub-consultant** is entitled to rely on such information. **The Lead Consultant** shall make every reasonable effort to facilitate the **Sub-consultant** to meet the demands of the project programme by the timely issuing of relevant information / documentation.

5. TERMINATION, SUSPENSION OR ABANDONMENT

- 5.1 This Agreement will be terminated at such time as the **Main Appointment** is terminated. The **Lead Consultant** shall promptly notify the Consultant of such termination.
- 5.2 The **Lead Consultant** may terminate this Agreement at its discretion by issuing a twenty one day termination notice to the **Sub-consultant**.
- 5.3 The **Sub-consultant** may terminate this Agreement at its discretion by issuing a twenty one day termination notice to the **Lead Consultant**.
- 5.4 Either party may immediately terminate the **Sub-consultant's** engagement under this Agreement by giving written notice to the other party if the other party becomes insolvent.
- 5.5 The **Lead Consultant** may terminate the **Sub-consultant's** engagement under this Agreement by giving written notice to the **Sub-consultant**, if the **Sub-consultant** is in material breach of its obligations under this Agreement and fails to remedy such breach within ten (10) Business Days of receiving written notice requiring it to do so.

- 5.6 If the **Sub-consultant**'s engagement under this Agreement is terminated by the **Lead Consultant** in accordance with Clause 5.2, the **Lead Consultant** shall pay to the **Sub-consultant**:
- (a) any amount properly due for payment under this Agreement as at the date of termination; and
 - (b) a fair and reasonable proportion of the next instalment of the Fee commensurate with the services properly performed as at the date of termination.
- 5.7 If the **Sub-consultant**'s engagement under this Agreement is terminated by the Client in accordance with Clause 5.5, the **Sub-consultant** shall reimburse the **Lead Consultant** on demand for all losses, costs and expenses in connection with such termination, including the additional costs of procuring a replacement professional consultant to carry out any unperformed Services.
- 5.8 Payment under this clause shall be the **Sub-consultant**'s sole entitlement to compensation for termination of its engagement under this Agreement.
- 5.9 Termination of the **Sub-consultant**'s engagement under this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 5.10 The **Lead Consultant** may, at any time, suspend performance of all or part of the Services by giving written notice to the **Sub-consultant**. The **Sub-consultant** shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the **Lead Consultant**. The **Lead Consultant** shall have no liability for delay or damage caused by such suspension

6. MISCELLANEOUS PROVISIONS.

- 6.1 This Agreement represents the entire and integrated agreement for This Part of the Project between **The Lead Consultant** and **Sub-consultant** and may be amended only by written instrument signed by both **The Lead Consultant** and **Sub-consultant**.
- 6.2 Except for reference and coordination purposes in connection with future additions or alterations to the Project, drawings, specifications, schedules and other documents prepared by the **Sub-consultant** are instruments of the Services for use solely with respect to this Project, and unless otherwise provided, the **Sub-consultant** shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright, subject to the provisions of the **Main Appointment**. **The Lead Consultant** and the **Client** and their respective successors in title and assigns shall have a non-exclusive, perpetual, irrevocable, royalty-free licence allowing **The Lead Consultant** and the **Client** to copy, reproduce and use all drawings, specifications, schedules and other documents prepared by the **Sub-consultant** for any purpose whatsoever present or future relating to the Project including but without limitation the construction, completion, maintenance, modification, letting, promotion, advertisement, use, reinstatement, refurbishment and repair of the Project or any part thereof. Such licence shall include the right to copy, reproduce and use such documents for the extension of any part of the Project but shall not include a licence to reproduce the designs contained in them for that purpose. The **Sub-consultant** shall not be liable for any use by **The Lead Consultant** or the **Client** or any other person of any of the documents for any purpose other than those for which the same were prepared by or on behalf of the **Sub-consultant**.
- 6.3 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided in the same manner as provided in the **Main Appointment**, and the **Sub-consultant** hereby agrees to submit to the conciliation/mediation/arbitration processes described therein.
- 6.4 This Agreement shall be governed by Irish law and the parties hereby submit to the non-exclusive jurisdiction of the Irish Courts.

7. TERMS OF PAYMENTS – BASIS OF COMPENSATION.

- 7.1 The fee for the provision of the Services is set out in **Schedule B** to this Agreement. Value Added Tax shall be additional to the fee, at the rate appropriate at the date of payment. The fee shall be paid by instalments in accordance with the agreed schedule of payments in the **Main Appointment**, subject to the **Sub-consultant** having delivered the appropriate level of service required at the relevant stage of the Works.
- 7.2 The **Sub-consultant** will advise the **Lead Consultant** in writing of any fee and/or costs implications over and above the agreed fee before it undertakes any part of the Works which it considers to be additional to the Services. If the **Lead Consultant** agrees that the work is additional and instructs the **Sub-consultant** to proceed with that work, it will be paid for on the same basis as Additional Services, unless otherwise agreed. The fee for Additional Services shall be determined on the basis of the fees payable for the provision of the Services and shall be paid in accordance with the provisions of the **Main Appointment**.
- 7.3 Subject to sub-clause 7.2, the **Lead Consultant** must pay to the **Sub-consultant**-
- the fee listed in the Schedule alongside each Stage (the Fee) for satisfactorily completing all the Services for the Stage, inclusive of all other disbursements;
- 7.4 Payment of each amount due (less any due deduction of withholding tax) must be made by the later of (1) one month after the **Sub-consultant** supplies a valid VAT invoice or (2) within one week of receipt of the corresponding due fee amount by the **Client**, provided always and in each case that the **Sub-consultant** has proved that it has a current Tax Clearance Certificate.
- 7.5 **The Lead Consultant** may recover any money due from the Sub-consultant under or for breach of this Contract as a debt due or by deducting the money from any other money due or to become due to the **Sub-consultant** under his contract. **The Lead Consultant** is liable for simple interest at the same rate as specified in the Main Appointment on any money wrongfully deducted, while withheld.

8. INSURANCE AND LIABILITIES.

- 8.1 Without prejudice to its obligations under this Agreement or otherwise at law, the **Sub-Consultant** shall obtain and maintain, for so long as may be necessary to cover his obligations and liabilities in connection with this Agreement, Employers Liability, Professional Indemnity insurance and Public Liability insurance in the sums stated in the **Main Contract** (whichever is the higher) with insurers of good repute, provided always that such insurance is available at commercially reasonable rates. In the event that such insurance ceases to be available, the **Sub-Consultant** shall immediately notify **The Lead Consultant** and the parties shall use all reasonable endeavours to agree alternative arrangements to protect their respective positions.
- 8.2 The **Sub-Consultant** shall produce for inspection documentary evidence that the insurances required under Clause 8.1 are being properly maintained whenever requested by **The Lead Consultant**.
- 8.3 Should the **Sub-Consultant** be in breach of his obligations under Clauses 8.1 or 8.2, **The Lead Consultant** may insure against any risk in respect of which the breach may occur and deduct a sum equivalent to the amount paid or payable in respect of premiums from any monies due or to become due to the **Sub Consultant** under this Agreement or recover them from the **Sub-Consultant** as a debt.
- 8.4 The **Sub-Consultant** shall indemnify **The Lead Consultant** against all legally enforceable properly mitigated claims, demands, proceedings, damages, costs, and expenses sustained, incurred or payable by **The Lead Consultant** arising by or because of (a) any negligence, omission or default by the **Sub-Consultant** in the performance of its obligations under this Agreement and/or (b) any breach of this Agreement.
- 8.5 The **Sub-consultant's** liabilities are not limited by a permitted deductible or any insufficiency of its insurance.

8.6 If the **Sub-consultant** does not on request prove that the required insurance is fully enforced, **The Lead Consultant** may insure and recover the cost from the **Sub-consultant**.

9. PERFORMANCE BY SUB-CONSULTANT.

9.1 The **Sub-consultant** must perform the services identified in the Schedule A to this Agreement (the **Services**) at its own expense (except where this contract states otherwise) with the reasonable skill, care, diligence, efficiency, and professional conduct reasonably to be expected from a consultant with the qualifications and experience suitable for **the Services**, and having due regard to **The Lead Consultant's** obligations under the **Main Appointment**. The **Sub-consultant** shall perform the **Services** with reference to, and in accordance with, so far as relevant to the **Services**, the terms of the **Main Appointment**.

9.2 The **Sub-consultant** must not by negligent act or omission cause or contribute to a breach by **The Lead Consultant** of the Main Appointment.

9.3 The **Sub-consultant** acknowledges that any breach by it of this contract may cause financial losses to **The Lead Consultant**, not only directly, but by liability to the Client and others, so that consequently those reasonable losses may be included in compensation for which the **Sub-consultant** is liable to **The Lead Consultant**.

9.4 If more than one person is identified as the **Sub-consultant**, they are jointly and severally liable to **The Lead Consultant**.

9.5 The **Sub-consultant** shall be liable to the **Lead Consultant** for all negligent acts or omissions of all parties employed or contracted to the **Sub-consultant** in connection with the Project.

9.6 The **Sub-consultant** shall not divulge to any party any information concerning the Project, other than information available in the contract documents or the bidding documents, without the prior written consent of the **Lead Consultant**. This provision shall survive the expiration of this Agreement subject to the provisions of the non-disclosure agreement signed and pertaining to this Project.

The Sub-consultant may disclose the Project's confidential information only -

- (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of carrying out the Sub-consultant's obligations under this Agreement. The Sub-consultant shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the confidential information comply with this article; and
- (b) as may be required by Law, a court of competent jurisdiction or any governmental or regulatory authority.

9.7 The **Sub-consultant** shall not use the Project confidential information for any purpose other than to perform its obligations under this Agreement

9.8 The **Sub-consultant** hereby agrees (when called upon by the **Lead Consultant**) and if required to enter into collateral agreements with the Client and the Owner in a form that is acceptable to the **Lead Consultant** and the **Sub-consultant**.

9.9 The **Sub-consultant** shall not assign or sub-let the benefit or burden of this Agreement or the Services.

9.10 The **Sub-consultant** shall keep proper records as are necessary to inform the **Lead Consultant** and the Client fully about the Project and such other records as the **Lead Consultant**, the Client and the Owner may reasonably require from time to time.

9.11 Upon completion of the Project, the **Sub-consultant** shall comment or provide mark-up on the last set of directional design documents (drawings, specifications, schedules and related) issued for construction purposes before they are submitted to the Client. The **Sub-consultant** must also issue Opinions of Compliance with Building Regulations and Planning Permissions (as relevant) upon completion of the Project and meet all obligations as a Designer and Design Certifier under the Building Control (Amendment) Regulations 2014, or other relevant statute, law or regulation enacted and operable at the date of construction of the Project.

10. INDEMNITY.

- 10.1 The **Sub-consultant** shall indemnify **The Lead Consultant**, its officers, directors and employees from legally enforceable properly mitigated liability, including legal fees resulting from injury to or death sustained by a person (including the **Sub-consultant's** employees) or damage to property of any kind, which injury, death, or damage arises out of or is any way connected with the performance of work or services under this Agreement by the **Sub-consultant**.
- 10.2 The **Sub-consultant's** aforesaid indemnity agreement shall apply to any acts or omissions, or negligent conduct, whether active or passive on the part of the **Sub-consultant**, its agents, subcontractors or employees; except that said agreement shall not be applicable to injury, death or damage to property arising from the negligence or wilful misconduct of **The Lead Consultant** or any party indemnified hereunder or independent consultants (other than the **Sub-consultant**) who are directly responsible to **The Lead Consultant** or any other party indemnified hereunder, up to and including the extent to which **The Lead Consultant** is ultimately deemed liable by way of contributory negligence by a Court. The **Sub-consultant's** aforesaid indemnity shall continue to apply to any negligence on the part of the **Sub-consultant** its agents, consultants, sub-contractors or employees other than to such contributory negligence as per the terms of the **Main Appointment** annexed hereto.
- 10.3 The Sub-consultant shall indemnify **The Lead Consultant** and its agents and employees from and against all legally enforceable claims, damages, losses, demands, judgements and costs of suit, defence expenses, and legal fees arising directly out of or resulting from the negligent performance or non-performance of this Agreement by the **Sub-consultant** or any of its agents, employees, or sub-consultants. The provisions of this Agreement and this article shall not affect or limit and shall be without prejudice to the rights of the **Sub-consultant** against any other party in respect of any claim (including a claim for legal costs) herein provided for.
- 10.4 This indemnification agreement shall extend to claims asserted after termination, for whatever reason, of this Agreement. The provisions of this agreement and this article 8.1 shall not affect or limit and shall be without prejudice to the rights of the **Sub-consultant** against any other party in respect of any claim (including a claim for legal costs) herein provided for.

11. NOTICE.

- 11.1 Any notice to be given by the **Sub-consultant** hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery to the **Lead Consultant** at its registered office and any notice given by **The Lead Consultant** hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery to the **Sub-Consultant** at its registered office and, in the case of any such notices, the same shall if sent by registered post or recorded delivery be deemed to have been received forty eight hours after being posted.

This Agreement entered into as of the day and year first written above.

12. THIRD PARTY RIGHTS.

- 12.1 No person or entity shall have any rights in relation to this Agreement save the parties to this Agreement.

13. SCHEDULES.**SCHEDULE A SUB-CONSULTANCY SERVICES**

A.1 The Sub-Consultancy Services are:
As per appointment letter dated

SCHEDULE B FEE AND PAYMENT

B.1 Service Delivery Schedule (.....) (date).....

SCHEDULE C MAIN APPOINTMENT

C.1 To be Appended upon execution by (Client) / (architect)

SCHEDULE D INSURANCE

Professional Indemnity insurance- minimum of €2,500,000 each and every claim basis. (*example*)

Public Liability insurance- minimum of €6,500,000 each and every claim basis. (*example*)

Employer's Liability insurance- €13,000,000 each and every claim basis.

SCHEDULE E PROGRAMME

No programme available at this point.

Signed for and PRESENT when the Common Seal ofwas affixed hereto (signature of Director and Company Secretary required).

.....
(Signature of Owner / Director)

.....
(Signature of Company Secretary, where applicable)

.....
(Print name of Owner / Director)

.....
(Print name of Company Secretary)



Stamped with Company Seal, if applicable

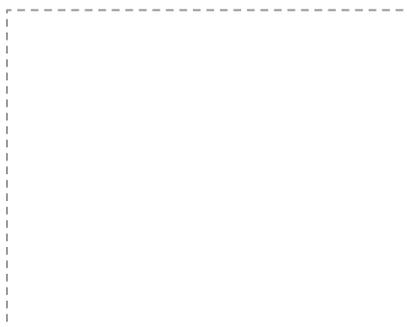
Signed for and PRESENT when the Common Seal of **Sub Consultant** was affixed hereto (signature of director and company secretary required):-

.....
(Signature of Sub-consultant Director)

.....
(Signature of Sub-consultant Company Secretary)

.....
(Print name of Sub-consultant Director)

.....
(Print name of Sub-consultant Company Secretary)



Stamped with Sub-consultant's Company Seal

SECTION 3: PREPARATION OF TENDER INFORMATION AND APPOINTMENT OF BUILDER

PREAMBLE

1. This procedure defines the requisite information and project procedures required to compile an appropriate level of S.I. 9 of 2014 documentation at tender stage to:
 - i) Review and ensure compliance of the tender stage design that is being developed, by the Design Team, so as to ultimately enable the certification of the design at Commencement Stage.
 - ii) Define scope of Builder S.I.9 of 2014 responsibility and to facilitate accurate pricing of the Builder inputs.

2. At this stage all specialist consultant designers (Ancillary Design Certifiers) would be appointed and be inputting to the Tender Stage information. The general information about the project should be also be known e.g. usage, areas, toilet provisions, etc. (In certain circumstances, consultant designers may be appointed at a later stage in the project).

3. Items such as the Responsibility Matrix defining the scope of each design consultant's responsibilities should be defined at the earlier stages and would be relied upon in the preparation of the Inspection Plan.

4. The documentation developed at this stage will:
 - i) Assist with demonstrating pre-tender compliance of the design.
 - ii) Outline the Builder's S.I. 9 of 2014 Responsibilities as is defined under legislation (S.I No. 9, DoECLG Code of Practice, Building Regulations, Construction Products Directive, etc.).
 - iii) Provide the Builder with sufficient project information to define the scope of the works that will be subject to certification.
 - iv) Define to the Builder any contractual impacts that is related to S.I.9 of 2014 (e.g. PI Insurance, Collateral Warranties for Designers, etc.)
 - v) Define to the Builder the extent of Ancillary Certification (for Design and Inspection) identified for the particular project and highlight elements of Ancillary Certification the Builder will be responsible for.
 - vi) Define the level of Inspection that will be provided by the Assigned Certifier (AC) and Design Team (DT).
 - vii) Define S.I.9 of 2014 project procedures for the Construction Stage including Inspections, Submissions, Payments, record keeping etc.

PROCEDURE

3.1 Confirmation to Proceed to Tender Stage

The Project Architect confirms the instruction to proceed to tender stage to the Client, for all contracted services this will include Assigned Certifier, Design Certifier and Ancillary Certifier (as appropriate to the appointment) service which is being undertaken by the Architect.

In order to proceed to the next stage of services the Client needs to be advised that the Design Team are to proceed with next stage of services as is captured under the form of appointment.

3.2 Update the Project Information Sheet for Tender Stage

The Project Architect updates the Project Plan created in Section 4 of the RIAI Good Practice Guide¹ with the latest project information ensuring all information contained therein is reflective of the current team composition and that the project details are current.

¹ See 'Section 4' and 'Appendix 2.1a: Project Plan' of the RIAI Good Practice Guide

The Maintenance of Records is a key aspect of S.I.9 of 2014 and all documents relevant to demonstrating compliance of the project with the regulations should be kept on file by the Project Architect in their role as Assigned Certifier. The Project Information Sheet (*see Appendices*) is a quick reference document that captures all of the relevant information for the project.

Items such as the Fire Safety Certificate and Disability Access Certificate grant reference numbers etc. would have been granted during the previous stage and therefore should be captured to the Project Information Sheet.

Any additional designers that have been appointed since the last stage should be captured to the project information sheet e.g. it is common for acousticians and façade designers etc. to be brought in during the detail design / tender production process; their details and information should be updated to the Project Information Sheet (*see Appendices*) outlining the Ancillary Certificates required from them.

3.3 Prepare the Tender Schedule of S.I.9 of 2014 Documents

The Project Architect prepares a Schedule of S.I.9 of 2014 Documents to be produced for Tender Stage. This should include all information that could materially impact the contractor pricing for S.I.9 of 2014 Inputs.

A standard checklist of S.I.9 of 2014 documents should be formulated by the Architect, it may include the following items:

- The Register of S.I.9 of 2014 Documents to be uploaded to the Building Control Management System (BCMS)
- A copy of the S.I.9 of 2014 Risk Matrix to be used for the project
- Preliminary clauses contained within the 'RIAI Guidance notes on the Preparation of Tender Documents'
- A sample copy of the Statutory Documents included under S.I. No. 9
- A sample copy of the Ancillary Certificates as agreed by the stakeholders.
- Preliminary Inspection Plan including Notification requirements (Inspection Notification Framework), Testing Requirements, Materials Submittals Requirements.

3.4 The Information Tracking Schedule

The Project Architect prepares an Information Tracking Schedule detailing all of the information required from the Design Team.

The Information Tracking Schedule sets out the information required from other designers and Ancillary Certifiers, to assist the Design Certifier to oversee the co-ordination of design information and to demonstrate compliance of design information they may be responsible for.

As an example, the Information Tracking Schedule may include the following items:

- Structural Engineers Information
- The Ancillary Certificates of Design (Commencement, Inspection and Completion)
- Drawing and Document Registers
- The Structural Engineers Scheme Design Report, detailing loading criteria, fire resistance criteria etc.
- The structural engineering design drawings demonstrating that the design is in compliance with the outlined design criteria.
- Any calculations that may be required to show compliance with the regulations.
- Any specifications that is produced.

Note: It could be considered sufficient that the information is recorded when it is produced and reviewed for co-ordination and that the Design Certifier does not maintain a copy of the information, as the information is kept on

record by the relevant Ancillary Design Certifier. The Design Certifier will need to use Professional Judgement in collecting appropriate evidence of design compliance.

The Project Architect tracks and updates the Information Tracking Schedule (*see Appendices*) periodically through the Detail Design / Tender Production phase of the project, ensuring that all information highlighted is issued and collated as part of the project record.

3.5 Design Co-ordination

The Project Architect/Project Director is to sign the Design Certificate and is consequently required to co-ordinate the design information produced by other Designers and Ancillary Certifiers.

The Project Architect holds regular Design Team Meetings to review progress and co-ordination of the design that is being completed by other parties. The meetings should be formally recorded including salient detail on design issues and compliance items.

Where appropriate evidence items demonstrating compliance of the design with the regulations may be requested from the Design Team and updated to the Tracking Schedule to form the project record.

A Design Audit Workshop or similar should be considered during the latter stages of Tender Stage. This will be led by the Project Architect and be attended by all members of the Design Team. The purpose of the Design Audit Workshop is to run through each design package and review their co-ordination with other members of the Design Team and the regulatory standards used to complete the design for their elements.

3.6 Preparation of the Draft Preliminary Inspection Plan

The Project Architect commences the compilation of the Draft Preliminary Inspection Plan to be used as the basis for the tender stage information.

The Project Architect requests each of the Ancillary Design Certifiers to submit their Inspection Plans for the project, this should include reference to the following:

- Specialist Sub-contractor Design Requirements
- Contractor based Ancillary Certifier Requirements
- Testing Requirements
- Material Submission requirements
- Shop Drawings
- Evidence requirements to be highlighted to contractors to demonstrate compliance of the works.
- and any other information deemed appropriate by the Ancillary Design Certifiers to demonstrate with the Building Regulations.

It is recommended that the Project Architect agrees a common format of the Preliminary Inspection Plan is used by all of the consultants and Ancillary Certifiers. The Inspection Plan should also include an entry for the notification period as this will assist in devising the Inspection Notification Framework post-tender stage.

It should be noted that the ACEI and Engineers Ireland have agreed alternative formats of Inspection Plans which may be provided by its members.

Example of the formats of Inspection Plan are in the Appendices.

Upon receipt of the various Inspection Plans the Project Architect reviews the plans to ensure that they reflect the scope of the relevant discipline and that they are sufficiently comprehensive for the project being undertaken.

The Project Architect compiles the individual Inspection Plans into a single Inspection Plan for the project. The Project Architect must use professional judgement in compiling the Inspection Plan and ensure that it is appropriate

to the project and that all aspects of the construction project have been considered in the collation of the Inspection Plan.

The Inspection Plan is seen as a single document. It can be compiled as a series of chapters representing the inputs from the various Ancillary Certifiers. If the chapter based approach is taken, the practitioner must take steps co-ordinate between the various chapters and ensure that no gaps emerge between the various disciplines in terms of scope of certification.

Once the Inspection Plan is completed the Project Architect circulates it to all of the Ancillary Certifiers and Client for comment. Any comments made will need to be reviewed by the Project Architect and the Inspection Plan updated to suit.

3.7 Risk Review Workshop or Similar

The Project Architect convenes a Risk Review Workshop to review the draft Preliminary Inspection Plan.

The risk assessment methodology should consider:

- a. The complexity of the project.
- b. The level of design information to be provided to the Builder.
- c. The site conditions for the contract.

Refer to the RIAI recommended Risk Assessment Template (*see Appendices*).

The Preliminary Inspection Plan is updated to reflect outcome of the Risk Review Workshop and is circulated to all of the Ancillary Certifiers for comment. Once comments are received and the Tender Stage Preliminary Inspection Plan is finalised, it must be circulated to all members of the Design Team by the Project Architect.

The Risk Review Workshop may also inform the Inspection Notification Framework as it may highlight items where particular inspections may be required by the Certifiers (Assigned and Ancillary) and where the Builder will be required e.g. to 'Hold' construction activity until after the inspection has been carried out by the Certifiers.

3.8 Compile the S.I.9 of 2014 Tender Requirements and Preliminaries

The Project Architect uses the RIAI Guidance notes on the Preparation of Tender Documents as a basis for the S.I.9 of 2014 Preliminaries for the project.

The RIAI Guidance Notes on the Preparation of Tender Documents must be reviewed to be appropriate for use for the particular project and where required would be needed to be customised to suit the particular project.

Contractual items such as the following should be considered for inclusion in the Tender Requirements:

- Valid Professional Indemnity Insurance (PII) details, where the Builder is required to provide elements of design / specialist design inputs as part of its works proposals.
- Schedule of PII provisions from sub-contractors, where it is deemed that the sub-contractor will be providing design input as part of its works.
- Collateral Warranties: specific clauses should be referenced under the tender requirements for Collateral Warranties that reference S.I. 9 of 2014 Requirements to be covered under any Collateral Warranties to be furnished under the terms of the contract.
- Ancillary Certificate of Compliance Requirements from third parties should be summarised in terms of the Certificates to be produced.
- Any Independent 3rd Party Validations that is required to be provided e.g. An independent Fire Consultant to review the Builders installations for compliance with Part B.

- Works Programme: the Builders programme should demonstrate the S.I. 9 of 2014 requirements, including time for the Commencement Notice, Certificate of Compliance on Completion, S.I. 9 of 2014 Milestones (e.g. delivery of Ancillary Certificates for works completed e.g. Radon Installation / Roofing Installation etc.).
- Builder Declaration that all S.I. 9 of 2014 aspects of the project have been allowed for in their Tender.

Items impacting on the Builders works methodologies, such as the following, should be considered for inclusion in the Tender Requirements:

- The Builders methodology to satisfy the S.I. 9 of 2014 regulations and to ensure that the construction works will comply with the Building Regulations.
- The Builders proposals for demonstrating and validating compliance of the works being in accordance with the Building Regulations, rather than solely relying on what can be seen during inspecting the works at periodic visits.
- The Inspection Plan and Builder's methodology.
- The Builders standardised checklists / control points to demonstrate the breath of regulatory oversight that will be implemented for the project.
- Dedicated personnel to oversee the completion of the S.I. 9 of 2014 Requirements.
- The Builder's methodology for maintaining and sharing information collated for the S.I.9 of 2014 requirements.

The Project Architect issues the document to the Design Team and Client for comment.

After making any revisions as appropriate to the comments received from the Design Team and Client, the Project Architect collates all of the S.I.9 of 2014 documentation and issues the document to the Quantity Surveyor (QS) for inclusion and cross-referencing to the project preliminaries.

The Project Architect checks that all the appropriate information is produced for this stage as per *Item 3.3 Prepare the Tender Schedule of S.I.9 of 2014 Documents*.

3.9 Post Tender Review

The Project Architect reviews the Builder Tender Submission pertaining to the S.I.9 of 2014 requirements, this will be reviewed further at the Post-tender Clarification Meeting to be held with the Builder.

A post-tender clarification meeting is recommended to assist the Design Team and Employer in their finalisation of their tender report. Pertinent questions such as the following could be asked:

- Can the Builder confirm that all aspects of the tender have been priced and in particular that the notification requirements have been accounted for in the tender and works programme.
- Any items in the tender return that require further clarification should be raised.

3.10 Pre-commencement Procedures

The Project Architect confirms to the Client its instruction that the project is to proceed to the next stage and that the Commencement Notice is to be lodged.

A target date for the lodgement of the Commencement should be agreed by the Client and Builder at this stage and this must be included in the confirmation issued to the Client.

The Project Architect updates the Project Plan created in Section 4² with the latest project information ensuring all information contained therein is reflective of the current team composition and that the project details are current.

Items such as:

² See 'Section 4' and 'Appendix 2.1a: Project Plan' of the RIAI Good Practice Guide

- Builder Name, Organisation and CIRI Number are essential items to record on the commencement notice application.
- Items such as specialist / sub-contractor organisations etc. should be included to the Project Information Sheet. If this information is unknown, generic placeholder names can be included to be updated at a later stage.
- Any critical material suppliers etc. if deemed appropriate can be included in the project information sheet. If this information is unknown, generic placeholder names can be included to be updated at a later stage.

The Project Architect meets with the Builder and reviews the draft Preliminary Inspection Plan, Inspection Notification Framework and the Works Programme. The Preliminary Inspection Plan is aligned to the Builders works programme and finalised.

The Notification Requirements indicated within the Preliminary Inspection Plan is aligned to the dates indicated in the Works Programme. The Inspection Plan is thus agreed.

In anticipation of lodging the Commencement Notice the Project Architect prepares a checklist detailing the documents that will be required for the submission of the Commencement Notice, which is aligned to the requirements indicated in the DoELG Code of Practice and the BCMS Lodgement Requirements, briefly summarised as follows:

- All Statutory Documents (Commencement Notice or 7 Day Notice Forms, Notices of Assignments of the Builder and Certifier, Undertakings by the Builder and Certifier and the Design Certificate)
- The Preliminary Inspection Plan / Inspection Notification Frameworks
- General arrangement drawings - including plans, sections and elevations
- A schedule of plans, calculations specifications and particulars as are currently designed or are to be prepared at a later date.

Note: it has become common practice that only General Arrangement drawings are uploaded to the BCMS at commencement stage. The Schedule that is uploaded contains reference information that the Local Authority may request at any point. The Project Architect is to use professional judgement in determining what may be the appropriate level of detail and information to be uploaded to the BCMS. This information should be recorded, including any changes during construction.

The Project Architect requests any outstanding information as detailed in the Information Tracking Schedule that may be required to demonstrate compliance of the works.

This includes the submission of the Ancillary Certificates of Compliance at Commencement and Completion (Ac / Ec / Sc / B^{Sc}/ CIF) by the Design Team and any information deemed appropriate for the support of same.

The Project Architect finalises the Schedule of Documents to be submitted to the BCMS, checks that all documents are received and collated in preparation of lodgement of the Commencement Notice.

The Project Architect completes a final check to of the Statutory Compliances for the project to ensure that there are no impediments to lodging the Commencement Notice.

Items such as pre-commencement Planning, FSC or DAC conditions should be reviewed to ensure that they have all been complied with.

3.11 Lodgement of the Commencement Notice

The Project Architect registers the project on the BCMS and follows the online instructions. For new users a login / profile creation procedure needs to be followed. Existing users have a user account which is logged into.

The Project Architect (in the Role of Assigned Certifier) nominates the statutory Roles of Owner, Builder and Designer.

Upon completion of the nomination the Project Architect advises the parties that they have been nominated and that they should follow the email notification instructions that they receive to complete the acceptance of the roles.

Once the roles have been accepted the Project Architect downloads the Statutory Documents, checks them for errors and alters them as necessary to reflect the correct information. The Project Architect issues the Statutory Documents to the relevant parties for signing.

Note in the case of a 7 Day Notice Application the Commencement Notice includes a Declaration by the Owner that is required to be signed in the presence of a Commissioner of Oaths.

When the hardcopy documents have been signed and returned the Project Architect uploads the documents to the BCMS. The remaining documents are then uploaded to the BCMS:

- Preliminary Inspection Plan, Inspection Notification Framework,
- Drawings: as appropriate,
- Schedule of plans, calculations specifications and particulars

The Project Architect pays the appropriate fee and completes the submission process.

For 7 Day Notice Applications:

- The fee is calculated on a rate per square metre, so the Architect is advised to ensure that this is calculated correctly and agreed with the Client.
- The originally signed Commencement Notice Form must be lodged directly to the local authority together with the appropriate fee.

Upon receipt the BCMS generates an acknowledgement receipt which the Project Architect should distribute to the various parties. A separate validation of Commencement Notice is generated by the BCMS, when the Commencement Notice and supporting information has been reviewed and accepted by the Local Authority.

The Project Architect issues the relevant correspondence to all the parties noting the date / time period for Commencement of the project.

3.12: S.I.9 of 2014 Preliminary Inspection Plan

Note: A link to an editable version of this document can be found at Appendix 25.

S.I.9 of 2014 | **XXXXX** | PIP | Preliminary Inspection Plan (PIP)

Inspection Elements (Non Exhaustive)		Responsibility: Ancillary Certifiers							Design Status Check		Inspection Requirements				Site Review and Completion				
		Lead Designer (Inspector and Certifier) for the Element	Secondary Designer (Inspector and Certifier)			Parties Inspecting and Certifying the works in addition to the noted Lead Designer and Secondary Designers. Note: Builder is responsible for inspecting and certifying all elements in the contract.				Design Complete at Commencement Stage	Technical Submission to be Issued by the Builder	H=Hold and do not cover until inspected. W=Witness by others FPFW = first part finished work & subse quent spot check s.	Inspection Evidence / Testing Requirements				Site Inspection Approximate Date	Site Inspection Complete?	Certificates and Supporting Information Received
Y/N	Y/N																		
A	SITE PREPARATION AND MOBILISATION																		
B	SUB-SURFACE SITE WORKS																		
C	SITE WORKS																		
D	SUB-STRUCTURES																		
D1	Sub Structure																		

This Code of Practice to be used with professional judgement

D2	Foundations																		
	Ground Inspection																		
	Gridline 1-2																		
	Gridline 3-4																		
D3	Steel Reinforcement																		
D4	Sub-surface Rising Elements																		
	Blockwork																		
D5	Fill																		

Builder to Provide:

Blocks to comply with IS EN 771-3. The aggregates in the blocks are to IS EN 12620 with supporting document SR 16 and should be CE marked with system 2+.

Delivery docket citing the name of the blockwork supplier, strength and that the noted blockwork was delivered to the subject site. Quantity of material to be clearly indicated.

A copy of the mortar design mix recommended from the block manufacturer.

A confirmation from the consultant engineer that the material provided in this regard is acceptable to them.

SECTION 4: ON-SITE OPERATIONS AND COMPLETION – PRIVATE SECTOR CONTRACTS

4.1 PURPOSE

This procedure describes how the Project Architect administers the terms of the traditional RIAI Building Contract under the terms of the Articles of Agreement and Schedule of Conditions. Under other non-RIAI forms of contract e.g. Design and Build, or Novated contracts, the duties and powers of the Project Architect may be reduced.

This procedure also describes how the Project Architect undertakes their responsibilities as an 'Ancillary Certifier' for inspection under S.I.9 of 2014. Where the Architect is also the Assigned Certifier, the oversight role is identified and additional actions are recommended.

The purpose of the procedure is to clarify the responsibility of the Assigned Certifier (where they are the Architect), Project Architect, other consultants and the Builder with regard to the administration of the contract and to ensure that the progress of the construction process is properly monitored.

4.2 RESPONSIBILITY

Principal / Director, Assigned Certifier, Project Architect, Builder, Clerk of Works, Quantity Surveyor, Project Supervisor Design Process and Client.

The default position is taken that the Architect will also act as the Assigned Certifier. Where the Architect is not the Assigned Certifier, they will continue to have duties as Ancillary Certifiers for inspection within the scope of their brief.

4.3 DESCRIPTION

4.3.1 General

The Project Architect monitors the execution of the contract in accordance with the scope of the works and the conditions of contract governing it.

Where the project falls under S.I.9 of 2014, the Architect will act as an Ancillary Certifier for inspection and will undertake inspections of the works relevant to the Building Regulations such as to satisfy themselves using the Inspection Plan that the elements of those works within the Architect's scope are constructed in compliance with the Building Regulations.

Where the project falls under S.I.9 of 2014, and where the Architect is also the Assigned Certifier, the Architect will co-ordinate both their own inspections and those of the sub-consultants and contracting team such as to confirm that the works as constructed are inspected and comply with the Building Regulations.

During this monitoring stage of the contract, in addition to the continuing role as the Client's agent, the Architect is required to act fairly between the parties in administering the terms of the contract entered into by the Client and the Builder.

The Client has previously been advised of the nature of the role of the Architect and in particular of the Architect's duties in administering the building contract.

The authority to issue instructions is central to the control and management of the contract. Typically this authority rests with the Architect, who retains the sole right to instruct the Builder in terms of the contract works.

The Client is informed that under no circumstances may instructions be given to the Builder or site operatives except through the Architect.

The Builder is advised that only instructions, confirmed in writing, by the Architect are valid, as per the RIAI Good Practice Guide.

Where the project has proceeded to site and a commencement notice has been issued, (with the accompanying descriptive documentation), the Architect should note that if there is a change in the works in arrangement of material which may be deemed a significant change, the Architect is required to update the supporting documentation assigned to the Building Control Register, before the altered works are undertaken.

An example of a significant change would be an alteration to works which the Architect would deem to change the Design Certificate for the works. Examples would be:

Where the structural system has changed – e.g. from loadbearing blockwork to a steel frame structure.

Where a roofing system has changed – e.g. from a prefabricated trussed timber roof to a self-spanning composite roof panel.

Minor alterations to interior layouts or specification would not be considered of such significance as to warrant new documentation to be uploaded to the BCMS record.

4.3.2 Architect's Instructions

Architect's Instructions may arise during the contract for the following reasons: -

- Variation / modification to cost.
- Variations to time / programme.
- Removal / omission or substitution of specified works.
- Correction or completion of specified works to ensure compliance with the Building Regulations.
- Instructions to proceed on nomination of specialist or sub-contract works that were covered by provisional or prime cost sums in the contract documentation.
- Amendments to contract procedures.

(Standard Architect's Instruction sheets are issued by the RIAI in book format. Refer to the RIAI Good Practice Guide Appendix 1.1a: RIAI Documentation).

The contract lays down specific procedures for the issue of instructions to the Builder. These relate to the type and method of instruction and the time allowed for confirmation. It is important that duplicates are issued to both the Client and Quantity Surveyor and, where required, to relevant Design Team consultants and nominated sub-contractors.

Where it is necessary, perhaps due to time and cost pressures, to give verbal instructions to proceed, the instruction should be supported by the immediate issue of a written Architect's Instruction.

Regular liaison with the Quantity Surveyor regarding time and cost implications of Architect's Instructions prior to the issue of revised drawings and documents, makes the final settlement stage of the contract much easier.

Instructions may also involve the production of revised drawings. For ease of reference to revisions, they are clearly identified by the use of revision "clouds", etc. Similarly, specifications and schedules may require amendments. The amendments are clearly identified and the revised documents are reissued. A record copy of the revision is maintained in the project records.

(Refer to the RIAI Good Practice Guide Procedure 7.4: Drawing Production).

In conservation projects the requirement to continually assess and possibly alter the works as they progress leads to an increased need to continually make records of the works.

4.3.3 Site visits and Site Photography

Site visits are an integral part of construction monitoring and are undertaken at periodic intervals appropriate to the stage of construction. These may be separate from site inspections as required under S.I.9 of 2014, or may be incorporated into the same timeline and site attendance. It is recommended that the Project Architect clearly define separate processes while on site to distinguish between the role of the Architect as contract administrator, and that of an Ancillary Certifier.

The site is visited frequently enough to ensure that any work completed since the previous site visit, identified in the Inspection Plan, which proves to be defective or unacceptable work, is still accessible for inspection. The Builder's obligation to give notice of intention to cover-up work should be noted. (*Refer to the relevant RIAI Contract Clauses*). The site may require additional site inspections which solely relate to those work elements identified as core building regulation compliance elements. Site inspections should have regard to the work elements and processes identified in the Inspection Plan and the Architect should ensure that inspections carried out for the purposes of building control are correlated against the Inspection plan.

Conservation projects generally have a greater requirement for opening up of works, inspections and reviews of work in progress and the making of records.

For site visits to be effective it is necessary that adequate preparations are undertaken beforehand. Reference to the last site minutes and to the construction programme normally identifies relevant matters to be reviewed while on site. In addition a process of prior notification of works elements relating to Building Regulations should be put in place from the beginning of the project.

The purpose of site visits is primarily to check the progress of the works and the quality of materials and workmanship on site, but also to:-

- Approve samples and workmanship.
- Check that there is adequate protection to finished work.
- Ensure that work is proceeding in the programme sequence, and to required standards of workmanship.
- Ensure that specified test procedures and test results are in accordance with contract requirements.
- Issue instructions for removal of unsatisfactory materials or work. Such on-site instructions would normally be followed up by written Architect's Instructions.

The purpose of S.I.9 of 2014 related site inspections is primarily to correlate the actual work elements with those identified in the Inspection Plan and to witness or verify that the relevant element of works have been constructed in accordance with the Building Regulations. Site Inspections may also:

- Confirm supply chain Declarations of Performance for materials.

That the materials and systems specified are correctly sourced and have adequate compliance documentation with them.

- Evidence the works as completed have been inspected while they are open to view.

All points arising from the site visit are confirmed to the Builder in writing, with a copy to the Quantity Surveyor and other relevant Design Team and resident site staff members. Any necessary action regarding instructions or variations is taken promptly as a follow-up to site instructions.

Site Inspections should be logged in written form and should incorporate where possible reference to the Inspection Plan. Site Inspection reports should be circulated to the complete construction team (ie all consultants and the

Builder) to ensure that parties with responsibilities under S.I. 9 of 2014 are aware of what has been inspected and what has not.

Site photographs and / or video with date of visit are a useful record of the works in progress. Photographs are taken of the works before it is closed up, e.g. fire stopping, as proof of installation may be required in the future. A clear process for logging the time, date and location of evidential photographs should be put in place by Architect. Digital recording on site can act as a record.

The Architect should have regard to data protection processes as they relate to works photography. In particular issues relating to confidentiality and the distribution control of photographic information should be considered. *(Refer to the RIAI Good Practice Guide for guidance on the recording of photographic data and the management of this information).*

The Builder may adjust elements of their programme where required. The Project Architect should seek details of the change and what has motivated it. The Project Architect as Ancillary Certifier for inspection should correlate any and all changes against their element of the inspection plan and alert the Assigned Certifier of any risk for works to be completed without inspection.

Site Photography

Photography is an essential tool to document and communicate issues arising during operations on site. In addition to traditional cameras, the use of hand-held devices to generate inspection reports directly from site is now common practice.

To overcome security and confidentiality concerns, the following restrictions are put in place:

- Inspectors intending to use photography must register in advance and report to site security on arrival.
- Inspectors using photography should make themselves and their devices available for site security checks on departure.
- No Client equipment can be photographed at any time.
- Internal photography is restricted to construction particulars. Photographs showing context (or overviews) of enclosed buildings are not permitted.
- Photography of external areas is generally unrestricted.

4.3.4 Site meetings

Regular meetings are conducted, at appropriate intervals, to monitor the Builder's progress against the agreed programme. Intervals are such so as to keep abreast of progress and not be detrimental to it. The appropriate interval may vary with the stage of the contract. These site meetings should incorporate the S.I.9 of 2014 inspection regime in place for the project.

A standard agenda is followed for all meetings. The first meeting setting the tone and aspiration of the project has a comprehensive agenda to ensure that all liaison / co-ordination issues are agreed between the design and construction teams.

(Refer to the RIAI Good Practice Guide: Appendix 5.1b Typical Agenda).

The standard agenda for site meetings may include an item on contract matters under which, for example, insurance renewal dates can be noted for action by the Client.

The standard agenda should include an item on Building Control, with input from all relevant consultants, the Builder and Sub-Contractors where relevant.

The Project Architect chairs site meetings. The Project Architect / or delegate takes concise minutes and notes agreed actions and target dates. Meeting minutes are issued promptly to all on the project distribution list. The Project Architect should request prior to each site meeting, updates on any and all site inspections, the works inspected and their relevance to the Inspection Plan.

Written instructions not already covered in the minutes are generally issued immediately after the meeting.

The Builder manages and chairs separate sub-contractor co-ordination / information meetings. These meetings, which the Project Architect attends if requested, may take place on another day or may precede the site meeting.

Design Team meetings may still be necessary to ensure progress on, and resolution of, detail design and production of information for the Builder. These are held separately from site meetings, usually in the Architect's office.

4.3.5 Site reports

The Builder prepares site reports.

These are essential to, and perhaps more relevant to, longer contracts. Their purpose is to report on site conditions and progress against programme.

The report typically includes the following information:-

- Builder's labour force on site each day.
- Nominated sub-contractor's labour force on site each day.
- Materials delivered to the site and plant delivered or removed.
- Confirmations that materials delivered to site have relevant documentation and providence.
- Confirmations that Supplier Installers are appropriate to undertake their respective scopes of work.
- Labour, plant or material shortages.
- Details of delays or stoppages.
- Daily state of weather.
- Date of drawings or information received and any information required.
- General progress related to programme (with marked up programme showing actual vs. planned progress).
- General Progress related to site inspections relevant to Building Control.
- Issues of Non- conformance of work elements with regard to Building Regulation Compliance
- Associated issues of the resolution of non-conforming work elements.
- Health and Safety issues.

A standard site report form is advisable. It gives a clear picture of the current stage of the contract and anticipates any items requiring action by Architect or Builder.

These documents represent a diary of the contract and are a valuable source of information for maintenance of good progress. They may be the basis on which future claims are negotiated. They may act to reduce the frequency of site meetings, which can be time consuming. They are issued at intervals sufficient to monitor progress. The appropriate interval may vary with the stage of the contract and the frequency of site meetings.

The inclusion of Building Control items within progress meetings will act as an evidential record that the Architect and by direction, the Consulting team and the Contracting Team are undertaking an iterative compliance review over the course of the works.

Resident site staff where employed (e.g. resident Architect, resident Engineer, and resident Clerk of Works) prepare separate reports and forward these to the project architect at agreed intervals. Their final reports are issued to the Project Architect and Client on completion of the project.

4.3.6 Materials and workmanship authorised and information issue

Required samples of materials and control panels, e.g. brickwork, pointing, etc., are normally specified in contract documentation. The Architect checks these thoroughly to confirm that they adhere to drawings and specifications. The checks are completed and formal confirmation is given to the Builder (e.g. in site minutes), prior to incorporation or installation on site.

The Builder should be requested to confirm their supply chain for the bringing of materials to site and that they are retaining an evidential log of information on the quality and compliance of those materials.

The Architect should set out this requirement clearly at the tender stage (*Refer to Section 3*), and request as part of the Builder's report a section on components and assemblies, their sourcing and documentary providence.

The Architect provides production information, sufficient to explain construction detail, to the Builder. Requests by the Builder for further production information (Requests for Further Information - RFIs) are normally identified at pre-contract stage and noted in the construction programme well in advance of site installation. A reasonable period of time for replying to RFIs is agreed between the Architect and Builder / nominated sub-contractors.

In conservation work materials and workmanship can be fundamentally different to those of new construction. Trades, skills and materials may be of a nature that either does not conform to current codes, or to which current codes do not apply.

4.3.7 Certificate for payment

The Architect issues certificates for payment to the Builder at fixed intervals under the terms of the contract. The amount is advised by the Quantity Surveyor in the form of a recommendation for payment, based on a valuation prepared at the appropriate times.

At the commencement of the project and prior to any certification, the Builder should be advised that interim payment certification is reliant on the completion of the works in compliance with the Building Regulations. This should extend to agreement that the relevant elements of the Inspection Plan have been completed to the satisfaction of all Ancillary Certifiers and that the materials and workmanship have been evidenced and presented by the Builder. This extends to the provision of Ancillary Certificates for Completion for works carried out by Sub Contractors / Sub Sub Contractors who have completed their sub contract. The Builder should be advised to inform his Sub Contractors of their obligations and requirement to complete Ancillary Certification prior to payment being authorised.

The Architect requests a sufficiently detailed breakdown on which the recommendation has been based. Valuations should be derived from progress noted during specific site visits so as to enable the Project Architect to be satisfied with the standards and stage of completion of workmanship. Where no Quantity Surveyor is employed, the Builder submits valuations to the Architect.

The certificate must be factual and accurate, and include only properly executed work, as the Project Architect may be personally liable for errors in certification. The RIAI Direction Form is issued to the Main Contractor identifying the sums due to the nominated sub-contractors and suppliers.

Where work has not been properly executed the equivalent deduction is made and the contractor is advised in writing.

(Standard Certificates for Payment are issued by the RIAI in book format and are available on-line to RIAI members. Refer to the RIAI Good Practice Guide: Appendix 1.1a : RIAI Documentation).

(Refer to the RIAI Good Practice Guide: Procedure 6.3: Dealing with Liquidation, Receivership or Examinership if informed that the contractor or nominated sub-contractor has gone into liquidation).

4.3.8 Cost reports

The role of cost control is normally handled by the Quantity Surveyor and is a fundamental part of the Quantity Surveyor's brief, from initial design stage through to contract completion. The Client is regularly informed of the project costs, and of all changes to the contract sum, in cost reports prepared by the Quantity Surveyor at predetermined and agreed intervals.

Agreeing valuations of the work in progress is an important part of the cost control process, as the valuations can be measured against programme stages, extent of completed work, materials, and bills of quantities.

During the construction contract, the Quantity Surveyor advises the Project Architect of any discrepancies or cost extras in excess of the contract sum. This cross checking of the work in progress allows the Project Architect to take corrective action immediately where required and facilitates adherence to the contract sum.

Variations are submitted to the Client for approval prior to issuing instructions to the Builder. The Client is advised to respond to these requests for approval promptly so as to avoid circumstances which may lead later to claims for delay by the Builder.

4.3.9 Variations / time extensions

The Builder notifies the project architect in writing of all claims for extension of time, immediately they become apparent or may be anticipated, giving full details of the grounds of the claim under the terms of the contract. These claims inevitably have cost implications and are passed to the Quantity Surveyor to price the variation, then on to the Client for approval before an Architect's Instruction is issued.

Settlements agreed with the Builder are noted in site minutes or are separately recorded. The record is distributed to the Client, Quantity Surveyor and Builder. The record may be distributed to relevant sub-contractors and other Design Team members, as appropriate. The Builder is advised to revise the construction programme accordingly.

4.3.10 Partial possession by Client

If the Client wishes to take possession of part, or parts, of the building by phased possession, in advance of practical completion, this should be identified at tender stage, so that the Builder is fully aware when programming the works. This will also allow the Assigned Certifier to identify the phases in their submission to the relevant Building Control Authority.

If partial possession is sought by the Client after the commencement of the contract the Builder's consent is required to confirm compliance of the Partial Possession portion with the Building Regulations which must stand on its own merits.

If partial possession is sought after the commencement of the contract, then the relevant Building Control records submitted to the Local Authority may be required to be amended and may incur additional completion certificates and compliance inspections to be undertaken.

At least three days before the Client intends taking possession the Project Architect issues a certificate, called the "Possession Certificate", describing the relevant part of the building (and preferably stating the plan area and its value as a percentage of the entire contract). The relevant part of the building is identified on a drawing and attached to the certificate, including any right of way to gain access to the building, if applicable.

At least 3 to 5 weeks before partial or full possession is expected, the Assigned Certifier is required to give prior notification to the Building Control Authority. The Project Architect should advise the Client as soon as possible of possible constraints relating to the occupancy or use of the works (or part thereof) due to the completion certification process and the placement of the relevant works on the Register.

In advance the Client is advised in writing that two days after the issue of the Possession Certificate, the building insurances for the relevant part of the building and contents are at the sole risk of the Client.

The defects liability period for the relevant part of the building commences one day after the issue of the Certificate of Practical Completion of that part of the building in the Client's possession. When the defects to the relevant part of the building are made good, the Project Architect issues a certificate to that effect.

4.3.11 Preparing for Practical Completion

The construction programme should identify the planned date for practical completion, which date should be kept under review during the contract to allow for a planned approach to practical completion and occupation.

The Builder is instructed to arrange for final tests (including building envelope air permeability pressure testing where appropriate) and commissioning to be carried out on all building or other services, including space and water heating systems, ventilation / heat recovery ventilation systems and solar thermal and photovoltaic systems.

Where the Project Architect is also the Assigned Certifier, they should collate and review all ancillary certification for inspection. This information should be checked against the Inspection Plan, and a completed record Inspection Plan should be prepared and circulated to the full construction team (Consultant and Builder). It should be noted that if the Project Architect is also acting as the Assigned Certifier they should still complete an ancillary certificate inspection for those works relevant to the architectural scope.

The Builder should be in a position to arrange any training or demonstrations or on-site instruction by relevant sub-contractors for the Client before or at practical completion.

Any items of work or supply which are outstanding, or any apparent defects, should be of a trivial nature and should not interrupt or interfere with the Client's safe and full use of the building. All services, including utilities, should be installed, commissioned and be so certified (and preferably demonstrated for acceptance purposes), before practical completion is certified.

The Project Architect issues to the Builder, in good time, preferably in the tender documentation, a schedule of documents to be available at Practical Completion to verify compliance with performance requirements of the contract.

The Project Architect notes that under the Safety, Health and Welfare at Work (Construction) Regulations, 2013, the Project Supervisor Construction Stage provides the Project Supervisor Design Process with the necessary information for completion of the safety file by the Project Supervisor Design Process. Any information relating to the duties as designers and / or as Project Supervisor Design Process is incorporated by the Project Supervisor Design Process into the safety file. The Project Supervisor Design Process then formally issues the safety file to the Client.

(Typically the safety file includes final drawings, commissioning certificates and instructions for the correct operation and maintenance of all services, installations and relevant materials supplied by the Builders, specialist sub-contractors and suppliers).

(Refer to the RIAI Good Practice Guide: Procedures 4.4: Project Supervisor Design Process Role).

In addition to the information supplied by the Project Supervisor Construction Stage for the safety file, the Builder hands over to the Client any remaining manuals and instructions for the correct operation and maintenance of any equipment, installation and relevant materials not included in the safety file.

These manuals are required at practical completion. (This should be stated in the contract documents).

The final Building Energy Rating (BER) and advisory report is prepared and issued to the appropriate person.

Building Regulations TGD L 2008 require that the building owner should be provided with sufficient information about the building, the fixed building services and their maintenance requirements to enable energy efficient usage of the building. This information may appropriately be provided in a pack with the BER certificate and advisory information.

At the Practical Completion stage the Client will commence use of the building. The Project Architect advises the Client of the terms that were agreed with the local authority at the fire safety certificate stage and of the Client's responsibility to implement all fire safety requirements. The Project Architect issues the necessary information to the Client for the Client's own records.

The Client is advised in writing that the responsibility to insure the property is transferred from the Builder to the Client immediately upon the issue of the Certificate of Practical Completion, and that the Client should make the necessary arrangements to effect this.

If the Project Architect is the Assigned Certifier, they should advise the Client of the requirement to have the building placed on the Building Register prior to use or occupancy.

Consideration is given, where judged appropriate given the scale and complexity of the project, to advise the Client to have a formal risk assessment undertaken by a suitably qualified person, e.g. the Client's insurer.

4.3.12 Practical Completion

Practical Completion on a building contract is achieved when the building can be taken over and used by the Client for its intended purpose. It is probably the most difficult date to identify. It is the stage of the project when only minor defects remain. It is important to recognize that possession by the Client does not necessarily establish Practical Completion, although the two generally coincide. It should be noted that Practical Completion and completion for S.I.9 of 2014 registration may not always align.

A Practical Completion Certificate is issued when in the opinion of the Project Architect the works are practically complete and can be taken over for use as intended by the Client and that any outstanding items of work or supply or any patent defects are of a trivial or minor nature only.

It is recommended that the Contract seek to align Practical Completion with the placement of the building on the Register.

(Refer to the RIAI Good Practice Guide: Appendix 1.1a : RIAI Documentation).

Liquidated and ascertained damages (LAD) provide damages to the Client when the Builder overruns the contract completion date or revised completion date. The value of the LAD is stated in the contract appendices, to which the Project Architect refers when required.

When LAD apply the Client deducts the LAD from the amount certified by the Project Architect.

Upon certification of Practical Completion, the Client pays the Builder one half of the monies in the retention fund and the residual amount is released to the Builder with the Final Certificate upon the defects liability period expiring, or the making good of defects, whichever is later.

4.3.13 Defects liability, final account and final certificate

The defects liability period starts at the Practical Completion of the contract and is defined in the terms of contract. The Final Certificate is issued either at the end of the defects liability period, typically twelve months (as noted in the contract appendices) after Practical Completion, or on the satisfactory making good of any defects, whichever is the later.

The Project Architect advises both parties in writing, in accordance with the contract, of the intention to issue the final certificate and the amount thereof. This includes informing them that where either party wishes to dispute the issue of the final certificate the contract provides for the dispute to be resolved by dispute procedures set out in the contract. If within the specified period neither party objects to the issue of the final certificate, the final certificate is then issued.

The final certificate includes a summary from the Quantity Surveyor of the agreed final account. The agreed final account is signed by both Client and Builder and circulated to relevant parties. The VAT computation is endorsed by the Builder as part of the final account sign-off.

The final certificate assumes that the contract is satisfactorily complete and nominally relieves the Builder of further liability. It is issued to the Client recommending final payment to the Builder in settlement of the contract.

4.3.14 Opinion on Compliance

Where it is part of the practice's standard conditions of appointment, and where other consultants and Builders have provided appropriate and satisfactory confirmations, an Architect's Opinion on Compliance with Planning Permission and Building Regulations in respect of the completed building is provided.

Inspections as specified on the appropriate form of Opinion are carried out. The necessary caveats are included.

(RIAI Standard forms should be used. Refer to the RIAI Good Practice Guide Appendix 1.1a: RIAI Documentation).

For protected structures, Architects should be aware of the very limited range of works that do not require planning permission. Continuing liaison with the authorities during the progress of the works should clarify any issues of concern.

The Opinion is signed only by an RIAI member in the practice (preferably Director / Partner) and issued to the Client and / or Client's solicitor. A copy is kept for the practice project records.

Where S.I. 9 of 2014 applies the current RIAI Architects Opinion on Compliance (on compliance- removed in twice) with Building Regulations may not be relevant. It is likely that the Building Owner's solicitor will request a copy of the Statutory Completion certificate, signed by the Builder and the Assigned Certifier, together with the Confirmation by the Building Control Authority, that the building is on the Register.

The RIAI advises that they believe the Confirmation is sufficient evidence, and that there is no necessity to give a copy of the Statutory Completion certificate, as it is a statutory certificate and is not intended for conveyancing purposes. If the Member agrees to give a Completion Certificate, it should carry a rider stating that it is a statutory document provided in relation to the provisions of SI9 and may not be relied on for any other purpose.

4.3.15 Declaration of Identity

A Declaration of Identity is effectively a legally certified comparison of the theoretical drawn representation of the building/s and lands and the reality on the ground.

(Refer to RIAI Practice Note 1994/03 which includes a sample Declaration of Identity that can be revised to suit the specific request).

A request to provide a signed Declaration of Identity generally comes from the Client's solicitor.

This service is additional to the standard services outlined in the RIAI Agreement between Client and Architect and an additional fee is negotiated with the Client and written confirmation of instruction to proceed is obtained.

(Refer to the RIAI Good Practice Guide Procedure 1.1: Appointment and Fee Agreement – Private Sector appointments).

It is the responsibility of the conveyancing solicitor to read leases / title documents relating to the property. The Project Architect's role is merely to identify descriptions or maps attached to the property title documents. The Declaration of Identity should therefore be limited to swearing that the examination has been restricted to a comparison of the maps with the actual property being identified. It usually describes the property and confirms that an inspection on the ground has taken place.

The Project Architect examines all the relevant title documents and drawings, and carries out an inspection of the site to satisfy themselves before verifying that the documentation of the building/s and lands are accurate.

The original of the Declaration of Identity is signed by an RIAI member in the practice and issued to the Client's solicitor. A copy is kept for the practice project records.

An Architect signing a Declaration of Identity satisfies themselves as to the validity of lease maps, etc. relating to the property and does not rely on the information supplied by the solicitor. Caution required – Read RIAI Information Paper 92B which carries a cautionary note:

“92B: Important Cautionary Information on Certificates or Declarations of Identity

RIAI Information Paper - Published January 2010

Important Cautionary Information on Certificates or Declarations of Identity

The digital mapping system initiative introduced by the Property Registration Authority (PRA) for the purpose of registration of all property in the State has been generally welcomed by the RIAI.

However, in the period of transition to a digital (mapping) system from the traditional registration system based generally on Ordnance Survey maps and maps attached to lease documents, there is evidence emerging that architects can be exposed to increased professional risk in the preparation of Certificates or Declarations of Identity.

Evidence is emerging of instances of the digital folio maps not matching exactly with the latest Ordnance maps. This is leading to difficulties for architects who, after following traditional best practice for identifying properties based on folio maps, have prepared Certificates or Declarations of Identity. This can lead to difficulty for property owners in registering their properties.

It should also be remembered that Rights of Way may exist across certain properties and this should be carefully checked with the legal owner and their legal advisors, in writing. In certain instances Rights of Way may exist, but are not recorded on maps.

The PRA has allowed only limited options for regularising discrepancies in these situations and where these options do not apply this could expose the architect to risk of liability for professional negligence.

As a member of the Inter Professional Task Force on Property Boundaries (IPTFPB) The RIAI is actively engaging with the various stake holders with a view to agreeing a resolution of this and other difficulties arising from the Property Registration process. Until a new code of best practice for the preparation of Maps and Certificates of Identity can be agreed, RIAI members are advised to exercise particular caution in the issue of Certificates or Declarations of Identity especially where the identification of a property is based solely on PRA maps, as these may not be considered as conclusive. Certificates or Declarations of Identity should state the basis of the Identification which may have to be qualified to reflect the quality of the evidence available. In some cases it may be prudent to decline the issue of a Certificate or Declarations of Identity pending confirmation of the accuracy of mapping data with the PRA.”

4.3.16 Property Registration Authority (Land Registry)

The Client or Client's solicitor may request that the development is registered.

This is dealt with by the Property Registration Authority (PRAI), An tÚdarás Clarúcháin. There are detailed requirements to be followed in order for the application to be accepted. Refer to their website www.prai.ie.

There are additional requirements for multi-storey developments and a checklist is available from the PRAI.

This service is additional to the standard services outlined in the RIAI Agreement between Client and Architect and an additional fee is negotiated with the Client and written confirmation of instruction to proceed is obtained.

(Refer to the RIAI Good Practice Guide Procedure 1.1: Appointment and Fee Agreement – Private Sector appointments).

The Project Architect completes the registration application form and prepares all required drawings. The application form identifies the relevant fees payable. The fee is obtained from the Client. A receipt is obtained on submission of the registration application to the Property Registration Authority and is sent to the Client. A copy is kept for the practice project records.

4.4 RECORDS

- Correspondence with the Builder and nominated sub-contractors as appropriate.
- Drawing issue records.
- Architect's Instructions and Builder's requests for information (RFIs).
- Certificate file including applications from the Builder, recommendations from the QS and / or M&E engineers, copies of certificates including practical completion and final certificates.
- Site reports (Builder and resident site staff).
- Minutes of site meetings and Builder's co-ordination / information meetings.
- File notes / correspondence resulting from site visits where not covered in minutes or Architect's Instructions.
- Building Control Inspections and Work elements records.
- Copy of all inspection notes.
- Site photographs and / or videos.
- Cost control records and cost reports.
- Client approval of variations.
- Performance test results.
- Building Energy Rating (BER) and advisory report.
- Copy of architect's, other consultants' and Builders' Opinions on Compliance.
- Copy of covering letter(s) to Client / occupant which accompanied the issue of the Safety File, Operations & Maintenance Manuals and where appropriate, fire safety requirements agreed with the Local Authority.
- Conservation projects generally require a high level of recording of the works as they are being carried out, in order that the precise extent of works carried out to the protected structure is documented. These records then form part of the "Building Dossier".
- Declaration of Identity documentation.
- Property Registration Authority documentation.

See 'Section 6: Records.'

4.5 REFERENCES

- Appendix 1.1a : RIAI Documentation.
- Appendix 5.1b : Typical agenda.
- The RIAI Contracts - A Working Guide by David Keane. RIAI, 4th Edition, 2001.
- Chapter 8, Building and the Law by David Keane.
- RIAI Certificate for Payment (interim payment to the Builder).
- RIAI Forms of Direction.
- RIAI Architect's Instructions.
- RIAI Certificates of Practical Completion.
- RIAI Notification to Nominated Sub-Contractor (Amounts due to nominated sub-contractors).
- RIAI Practice Note 1984/1 - Accounting Procedures for Extended Contracts. (Under review).
- RIAI Practice Note 1999/03 – Opinion on Compliance – Letters of confirmation. (Under review).
- RIAI Practice Note 1994/03 - Declaration of Identity. (Under review).
- RIAI Information Paper 92b “Cautionary Note – Certificates or Declarations of Identity”.
- RIAI Guidance Notes - Operation of a joint account under Clause 35(f) of the RIAI Conditions of Contract.
- The Liaison Committee for the Building Industry Code of Practice for Tendering and Contractual Matters, 2006:
 - No. 18: Payments.
 - No. 6: Retention Fund (Recommended Retention Limits).
 - No. 19: Fluctuations in Currency Exchange Rates.
 - No. 20: Attendances - Nominated Sub-Contractors.
- RIAI Architect's Opinions on Compliance:
 - Form 1 Building Regulations, where services have been provided at design and construction stages.
 - Form 1A Building Regulations, for apartments where services have been provided at design stage only, and where the Architect has not administered the building contract.
 - Form 1B Building Regulations, for apartments where services have been provided at design and construction stages.
 - Form 2 Building Regulations, where design services only have been provided and fire safety certificate is not required.
 - Form 3 Building Regulations, where buildings are exempt from any need for compliance with Building Regulations.
 - Form 4 Planning Permission and / or exemption from Planning Control.
 - Form 5 Planning Permission and / or exemption from Planning Control and / or Bye Law Approval.
- RIAI Guidelines for the Conservation of Buildings 3rd Edition 2010.
- Safety, Health and Welfare at Work (Construction) Regulations, 2006. SI No. 504 of 2006.
- ISO 9001 Clauses 7.5.1 and 7.5.2.

4.6 RISK MANAGEMENT

The Principal or Project Architect considers the possible sources of potential risk as appropriate and takes the necessary action:

- **Objectivity:** The Architect acts fairly between the parties in administering the terms of the contract entered into by the Client and the Builder.
- **Approval of variations:** Proposed variations are submitted to the Client for approval prior to issuing instructions to the Builder.
- **Architect's Instructions:** Duplicates are issued to both the Client and Quantity Surveyor, and where required to relevant Design Team consultants and sub-contractors. A record copy of the revision is maintained in the project records.
- **Conservation work:** In conservation projects the requirement to continually assess and alter the works necessitates continually making records of the works.
- **Photographs:** Site photographs and / or video with date of visit are an essential record of the works in progress and assist in assessing claims for extension of time to the contract or where proof of installation is required.
- **Certificates for payment:** must be factual, accurate and include only properly executed work. Defective work should not be certified. Expectations that defective work will be remedied during the defects liability period with the retention monies are a particular risk. Certificates of payment should be contingent on the works as completed being in compliance with the Building Regulations – insofar as this is possible for as yet incomplete works elements.
- **Partial Possession:** The Client's desire for partial possession should be identified at tender stage and included in the tender documentation. The Builder's consent to the Client taking partial possession or phased possession is required if not identified at the tender stage.
- **Partial Possession:** The Client is advised in writing that from two days after the issue of the possession certificate the building insurances for the relevant part of the building and contents are at the sole risk of the Client.
- **Insurance:** The Client is advised in writing that the responsibility to insure the property is transferred from the Builder to the Client immediately upon the issue of the Certificate of Practical Completion.
- **Practical Completion:** The Project Architect issues in the tender document to the Builder a schedule of documents / manuals to be available at practical completion to verify compliance with performance requirements of the contract.
- **Fire Safety:** The Project Architect advises the Client of the terms that were agreed with the local authority at the fire safety certificate stage and of the Client's responsibility to implement all fire safety requirements.
- **Ancillary Certificate Inspection.** Issued by the Project Architect to the Assigned Certifier at the end of the project where the Project Architect has evidenced that they have undertaken necessary inspections as identified in the Inspection Plan and such as to evidence the relevant scope of works are in compliance with the Building Regulations.
- **Ancillary Certificate Completion.** Issued by the Project Architect to the Assigned Certifier at the end of the project – prior to Practical Completion such as to declare that the Project Architects relevant scope of works have been completed in compliance with the Building Regulations.
- **Final Certificate:** The Project Architect advises both parties in writing in accordance with the contract of the intention to issue the final certificate.
- **Final Certificate:** Normally relieves the Builder of further liability. It is issued to the Client recommending final payment to the Builder in settlement of the contract.
- **Opinion on Compliance:** The Opinion is signed only by an RIAI Member (preferably Director / Partner).
- **Declaration of Identity:** An architect signing a Declaration of Identity satisfies themselves as to the validity of lease maps, etc. relating to the property and does not rely on the information supplied by the solicitor. Caution required – Read RIAI Information Paper 92b which carries a cautionary note.

SECTION 5. PLACING THE COMPLETION CERTIFICATE ON THE STATUTORY REGISTER.

5.1 OUTLINE.

The lodgement of the Completion Certificate with the BCMS is the definitive action under S.I.9 of 2014. At this point, the Assigned Certifier lodges with the BCMS the completion records for the project. It is these records that will be relied upon in any review of the completed building, or works.

The lodgement at commencement will have included the design records for the building or works. At completion, the regulations require the Assigned Certifier to lodge with the BCMS specific records by way of verification of the extent to which relevant building or works are compliant with the regulations.

The documents required are:

- the completed Statutory Certificates
- the executed Inspection Plan

In addition, it is required to confirm any deviation, or change, to the design detail lodged at commencement, or as later advice (see below).

The lodgement at completion should include a full schedule of all of the individual certificates/verifications/test records etc., upon which the completion certification is based. These supplementary records need not necessarily form part of, or be included in the lodgement at completion.

Complete Document Registers would form a concise means of recording verification records for a project. These should include such registers by Ancillary Certifiers (including Design Team, specialist contractors with design responsibility and related). This will include a register (or index) of all documents prepared by, or submitted by, the Builder, upon which the Builder relies in signing the Completion Certificate.

Definition of Completion.

The definition of completion is worth noting. Contract Completion will not always align to S.I.9 of 2014 Completion. Construction projects may rely upon installations not forming part of a construction contract e.g. specialist fit-out works directly by an Employer or by third party contractors or other specialists, in which case Contract Completion may precede Project Completion. The converse is also true, whereby S.I.9 of 2014 completion may be achieved before Contract Completion e.g. furniture or workstation installation.

Documentation to Accompany Completion Certificate.

The documentation lodged at completion stage should indicate the full extent of available records and distinguish/identify those records which accompany the Completion Certificate lodgement.

In relation to change design, updated general arrangement drawings should be included if these are necessary to coordinate the information held by the local authority.

The Completion Certificate submission would therefore include the following:

- Completed and signed Certificate of Completion.
- The executed Inspection Plan, as implemented by the Assigned Certifier in accordance with the DoECLG Code of Practice.
- Sufficient drawings, specifications and other schedule necessary to show how the completed building has achieved compliance with the Building Regulations, clearly identifying any change related to the lodgement at Commencement or subsequent documentary lodgements.

Documentation to be Available.

A full schedule of all available information to be included with the Completion Certificate lodgement. This should identify those documents which are being specifically included with the Completion Certificate lodgement. This can comprise document registers, detailing the full breadth of completion records and highlighting those which are to be included with the Completion Certificate submission.

Design Change.

The DoECLG Code of Practice (Section 5.3) requires that where design is incomplete, or not available for submission at commencement stage, or where design is changed (by addition or omission), such design information should be certified and submitted at a later stage. Such drawings and other documents for this amended design should be submitted before the relevant work commences by the Assigned Certifier.

Post-Completion.

Defect rectification (de-snagging) does not prevent registration.

The Project Owner/Occupier should be appraised of his/her post-completion obligations with regard to the proper operation and maintenance of the building and its installations, as necessary to maintain compliance with the Building Regulations.

SECTION 6: APPENDICES

This Appendices is compiled to give easy access to current relevant documentation.

Each item has a hyperlink to documents located on the Members section of the RIAI Website, where the documents can be downloaded. NOTE: Members may wish to right click and select 'Open in New Tab' to avoid losing their place in the document.

The documents available in the Appendices are in most instances a repeat of the documents contained in Section 2. There are other documents listed here which are not listed in Section 2. The purpose of listing all the documents in one Appendices is for convenient access.

1. Agreement between Lead Consultant and Sub-Consultant
2. S.I. No. 9
 - a. Form of Commencement Notice for Development - Article 9
 - b. Form of Certificate of Compliance - Design - Article 9
 - c. Notice of Assignment of Assigned Certifier - Article 9
 - d. Undertaking by Assigned Certifier - Article 9
 - e. Notice of Assignment of Builder - Article 9
 - f. Undertaking by Builder - Article 9
 - g. Form of 7 Day Notice - Article 9
 - h. Form of Certificate of Compliance - Design - Article 20A
 - i. Notice of Assignment of Assigned Certifier - Article 20A
 - j. Undertaking by Assigned Certifier - Article 20A
 - k. Notice of Assignment of Builder - Article 20A
 - l. Undertaking by Builder - Article 20A
 - m. Certificate of Compliance on Completion – Article 20F
3. Interpretation of S.I.9 in respect of whether the 40 Sq. M Extension is Cumulative or Note.
4. DoECLG Code of Practice for Inspecting and Certifying Buildings or Works – February 2014
5. Framework for Building Control Authorities - 1 July 2014 Version
6. RIAI Client/Architect Agreement for Professional Services – Edition 1
7. RIAI Client/Architect Agreement for Small Commercial Works – Edition 1
8. RIAI Client/Architect Agreement for Domestic Work – Edition 1
9. RIAI Agreement between the Building Owner and Architect for Appointment as Assigned Certifier – Edition 1
10. RIAI Addendum to Agreement and Schedule of Conditions of Building Contract (for Yellow, Blue, SF 88 and White Form)
11. Amendments to the Capital Works Management Framework (BCAR) & Reminder Safety Health and Welfare at Work

Ancillary Certificates Agreed between ACEI, EI, RIAI, SCSi and CIF.

12. Practice Note on Ancillary Certificates
13. Individual Ancillary Certificates:
 - a. Architects Ancillary Certificate of Compliance: Design
 - b. Architects Ancillary Certificate of Compliance: Design (Completion)
 - c. Architects Ancillary Certificate of Compliance: Inspection (Completion)
 - d. Engineers Ancillary Certificate of Compliance: Design
 - e. Engineers Ancillary Certificate of Compliance: Design (Completion)
 - f. Engineers Ancillary Certificate of Compliance: Inspection (Completion)
 - g. Building Surveyors Ancillary Certificate of Compliance: Design
 - h. Building Surveyors Certificate of Compliance: Design (Completion)

- i. Building Surveyors Certificate of Compliance: Inspection (Completion)
 - j. Specialists Ancillary Certificate of Compliance: Design
 - k. Specialists Ancillary Certificate of Compliance: Design (Completion)
 - l. Specialists Ancillary Certificate of Compliance: Inspection (Completion)
 - m. CIF Ancillary Certificate of Compliance on Completion, Signed by Sub-Contractor / Specialist Contractor, Assigned by the Builder / Main Contractor On Completion
 - n. CIF Ancillary Certificate of Compliance on Completion, for Sub-Sub Contractor to Sub-Contractor / Specialist Sub-Contractor & Builder / Main Contractor
14. RIAI Information Notes for the Preparation of Tender Documents – Edition 1 .PDF File
 15. RIAI Information Notes for the Preparation of Tender Documentation – For Small Works – Edition 1

Inspection Plans Examples

16. Brief for the Risk Analysis (RA), Inspection Notification Framework (INF) and Preliminary Inspection Plan (PIP)
17. Inspection Notification Framework (INF) - Example
18. Preliminary Inspection Plan (PIP) - Example
19. Risk Assessment - Example
20. Inspection Notification Framework (INF)-Template
21. Preliminary Inspection Plan (PIP)-Template
22. Risk Assessment-Template
23. S.I. 105 of 2014
24. S.I. 365 of 2015

25. S.I.9 of 2014 Preliminary Inspection Plan

26. S.I.9 of 2014 Consultant Scope Document

27. RIAI Guidance for The Provision of a Service for Schools Projects under BC(A)R 2014

28. Document Transfer / Site Photography for Design and Construction Teams

29. RIAI S.I.9 of 2014 Client Advice Note

30. Design Responsibility Matrix

31. Architect's Opinion On Compliance Of Design With The Building Regulations

32. Confirmation And Opinion On Compliance Of Construction with the Building Regulations

33. ISO 9001 (2008 Edition) Clause 7.2, 7.5.3, 7.5.4. Note: This document has been revised in 2015 and the numbering of the chapters may have been reformatted. (No web link available due to copyright reasons).

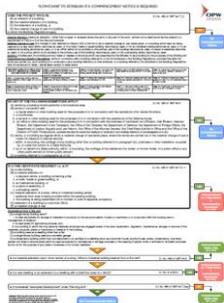
34. Tracking Information Schedule

35. Current Technical Guidance Documents and supporting documentation:

- a. Part A - Structure (2012) (pdf, 2,355kb)
- b. Part B - Fire Safety (2006) (pdf,1.3mb)
- c. Part C - Site Preparation and Resistance to Moisture (1997)(Reprint 2004)(pdf, 857kb)
- d. Part D - Materials and Workmanship (2013) (pdf,350 kb)
- e. Part E - Sound (1997)(Reprint 2005) (pdf, 642kb)
- f. Part E - Sound (2014) (pdf, 6,747kb)
- g. Part F - Ventilation (2009) (pdf, 2,166kb)
- h. Part G - Hygiene (2008)(Reprint July 2011)(pdf, 773kb)
- i. Part H - Drainage and Waste Water Disposal (2010) (pdf,1,405kb)
- j. Part J - Heat Producing Appliances 2014 (pdf, 2,872kb)
- k. Part K - Stairways, Ladders, Ramps and Guards 2014 (pdf, 240kb)

- l. Part K Supplementary Information for Stairs (pdf, 612kb)
- m. Part L - Conservation of Fuel and Energy - Dwellings (2011) (pdf, 985kb)
- n. Part L - Conservation of Fuel and Energy - Buildings Other Than Dwellings (2008) (pdf, 2,425kb)
- o. Part M - Access and Use (2010) (pdf, 3,442kb)
- p. Part M - Access and Use (2010) - Flowchart (pdf, 497kb)
- q. Part M - Access and Use (2010) - Building Control Officer Training Manual (pdf, 21,037kb)

The Department continuously reviews and updates the Building Regulations and Technical Guidance Documents. Please check <http://www.environ.ie/en/TGD/> regularly for updates.



Interactive Commencement Notice Guidance Document.

This document provides a decision making flow chart to establish if a commencement notice is required for a building or works under the Building Control Regulations (1997-2014). This interactive document works best if the setting in adobe acrobat reader are set to open the linked documents in a new window (click here for instructions). Updated 24 April 2014.

36. Clarification on the use of a Commencement Notice when BC(A)R does not apply.