
Thurles Inner Relief Road

Brief of Services for Consultant

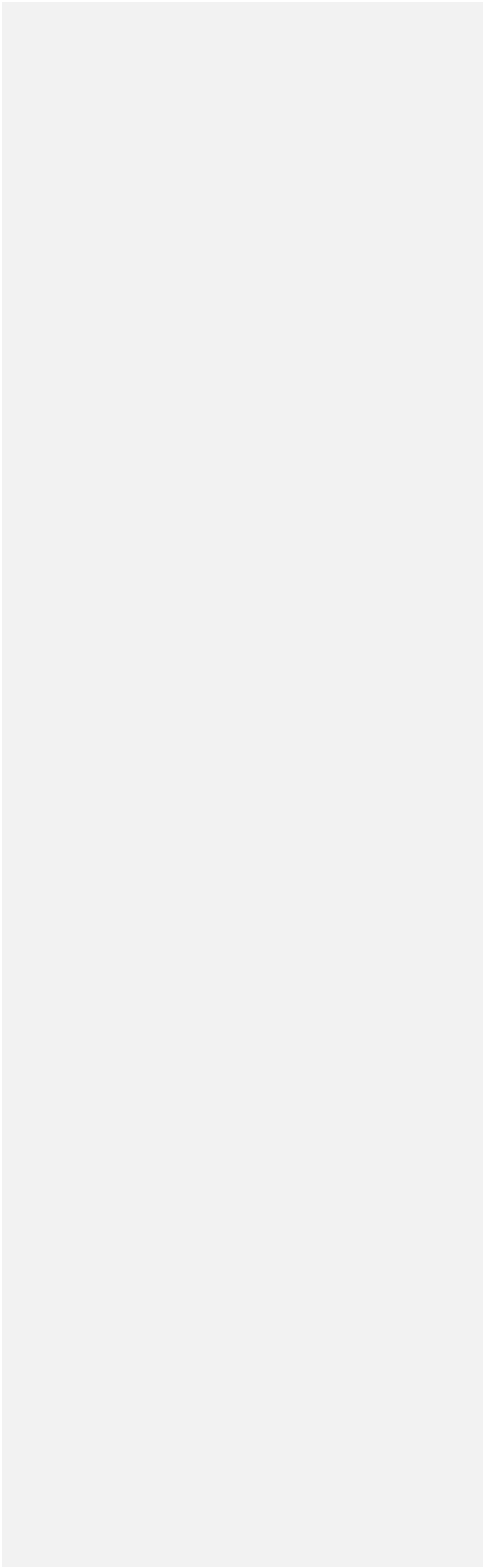
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Comhairle Contae Thiobraid Árann
Tipperary County Council



An Roinn Iompair
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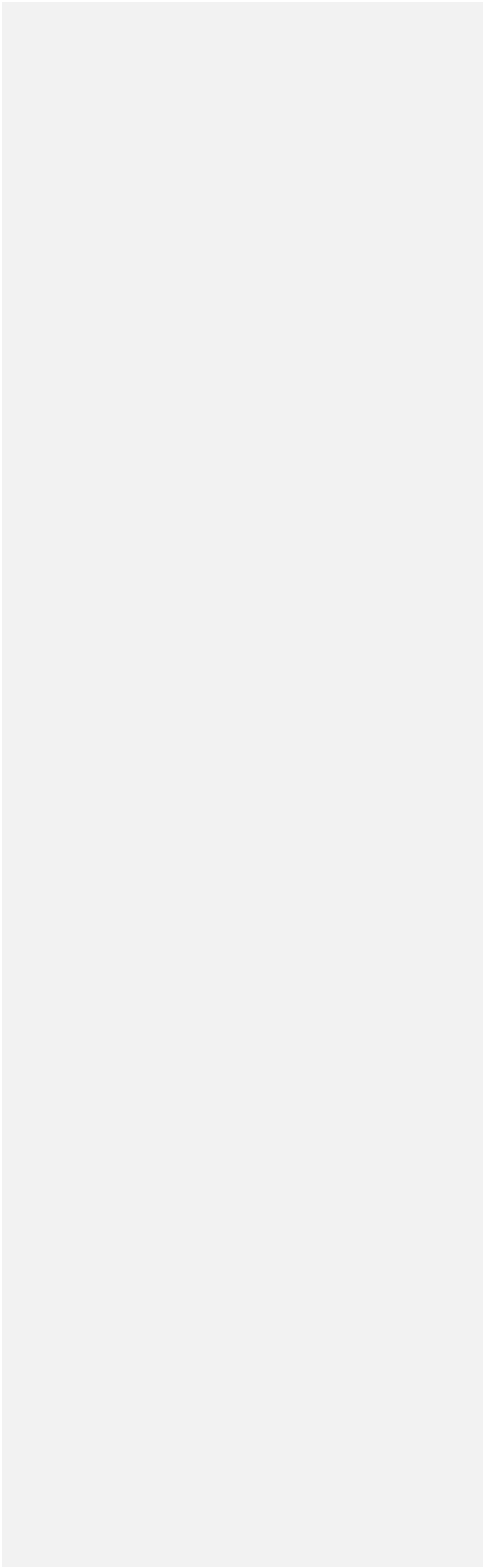
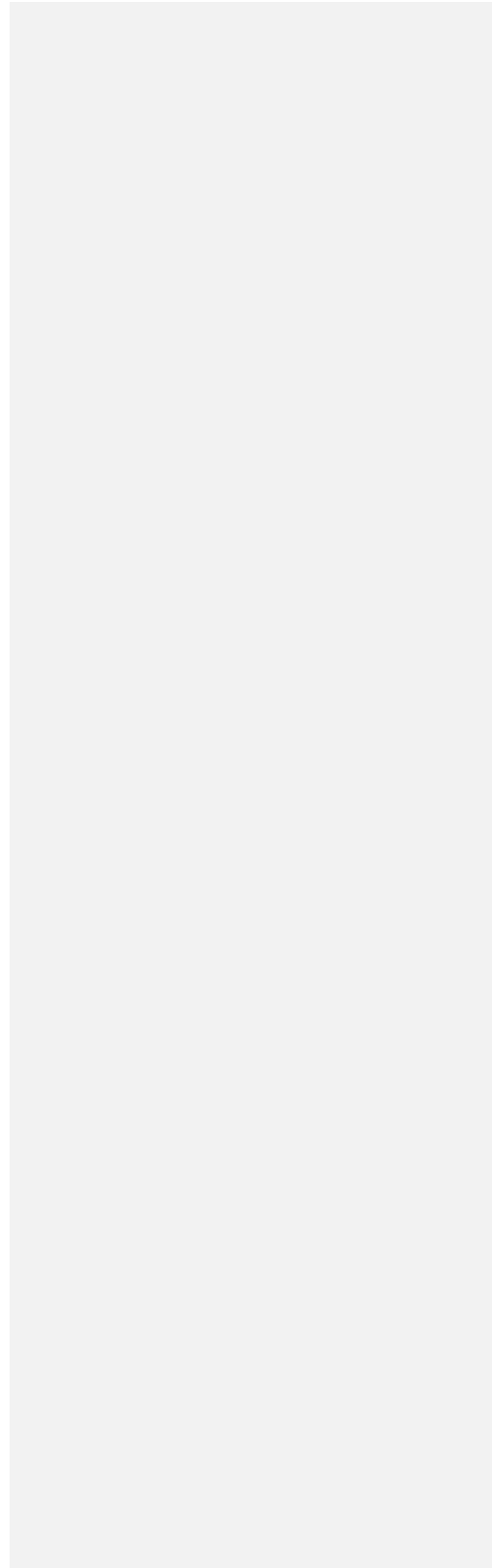


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1 General Requirements

1.1 Scheme Description

This Project provides a relief road to Thurles, County Tipperary. The Thurles Inner Relief Road (TIRR) comprises a new single carriageway of approximately 1.12Km in length linking the N62 Slievenamon Road, to Mill Road (L-4001). The new road will be a single carriageway incorporating segregated footpaths and cycleways and includes a 50m span tied Bow String Arch crossing of the River Suir. The location of the scheme is shown in Figure 1 below and on drawing ref: NN003-100-01.

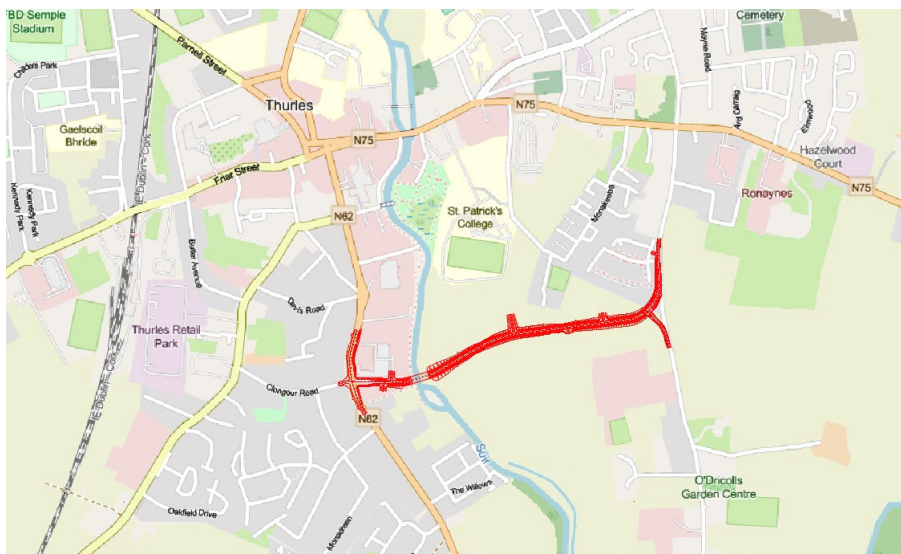


Figure 1

The main objective of the project is to relieve congestion within the main street of Thurles, which will improve the environment within town and accessibility for non-motorized road users.

A Preliminary Design has been prepared which facilitated the granting of An Bord Pleanála Planning Approval under Section 177AE of the Planning and Development Acts. This approval was granted on 1/07/2014.

Lands required for the scheme have been identified and acquired by Tipperary County Council (TCC) through Agreements with landowners which removed the necessity for a Statutory land acquisition process. All lands required for the scheme, based on the above approvals, are in the possession of Tipperary County Council as of January, 2025.

This scheme has been in preparation over many years. Significant developments on adjacent lands have proceeded during this time. These include:

- the construction of a Lidl supermarket on the old Erin Foods site adjacent to the N62 Slievenamon Road. Under planning consent, the construction of an approximately 140m section of the TIRR from it's junction with the N62 was completed in 2024. The site has now been developed into a supermarket with car parking with it's entrance from this 140m section of the TIRR. This section was constructed in accordance with the approved design for the TIRR and to TII standards and specifications. As constructed drawings of this development are available.

- development of a drive through restaurant is currently under construction (2026). As built records will be provided when they become available.
- Uisce Eireann are planning the construction of a terminal pumping station and storm water tank on adjacent lands. These proposals are due to be submitted for planning consent in Q2 2026 with anticipated construction in 2027. A drawing of this proposal is included in the Background Information.
- TCC also are preparing proposals for pavement upgrades on Slievenamon Road and in Liberty Square. These are also anticipated for construction in 2027/2028.

This appointment relates to the remaining approximately 1km of the TIRR as indicated in drawing ref NN003-100-01 included with these documents. The TIRR shall also provide access to adjacent lands.

The project is funded by the Department of Transport (DoT) with a current project cost estimate of between €6m and €20M.

Since preparation of the existing documents in 2015, the approvals procedures of the DoT have been developed in alignment with the Public Spending Code revisions and updates, with the current Transport Appraisal Framework (TAF), published by the Department of Transport, providing the appraisal and implementation guidance for the scheme going forward. In addition, the Infrastructure Guidelines (IG) published by the Department of Public Expenditure, NDP Delivery and Reform, shall also apply. Figure 2 indicates the Approval Stages under the TAF and IG. The works completed to date precedes the publication of the TAF and IG and overlap RLR Stages 3 and 4. A Preliminary Design has been prepared which formed the basis of obtaining Statutory Planning approval and the acquisition of lands for the scheme. A number of elements of Stages 3 and 4 remain to be completed under this appointment.

Section 2 of this document provides details of the Services required. The following is provided as a non-exhaustive general summary of these, which shall include:

- reviewing and updating existing Stage 3 documents prepared previously by others and made available in the Background Information;
- preparation of any outstanding Stage 3 documents, including:
 - Updated cost estimate;
 - Preliminary Business Case;
 - Risk Register;
 - Any other items necessary for RLR Stage Gate 3 and TAF Gate 1 approvals.
- Reviewing and updating existing Stage 4 documents prepared previously by others and made available in the Background Information;
- Preparation of any outstanding Stage 4 documents, including:
 - Updated Design Report;
 - Updated Preliminary Business Case;
 - Updated Cost estimate;
 - Contract Documents;
 - Any other items necessary for RLR Stage Gate 4 and TAF Gate 2 approvals..
- All elements necessary for RLR Stage Gate 5 and TAF Gate 3 approvals
- All elements necessary for RLR Stage 6;
- All elements necessary for RLR Stage 7.

The requirements and deliverables for the Stages are more fully described in the Infrastructure Guidelines (IG) published by Department of Public Expenditure, NDP Delivery and Reform and also in the relevant Modules of the Transport Appraisal Framework (TAF) published by the Department of Transport.

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In addition, the Design shall comply with the Technical Guidance, Standards and Specifications included in the Transport Infrastructure Ireland Publications (TII Publications) and also the Design Manual for Urban Roads (DMURS) published by the Department of Transport. Elements of the TII Project Manager's Manual for National Roads (PE-PMG-02042) shall also be used for the management of the scheme. Further deliverables to those noted above will be necessary in accordance with those documents, and these are further described in Section 2 of this Brief of Services. Note that Statutory Planning Approval is already in place and does not form part of these services. Other Statutory Approvals or licenses may be necessary, for example in relation to archaeological investigations, waste management etc.

All documents prepared to date for the project that are in the possession of the Client shall be made available to the successful Consultant in the Background Information.

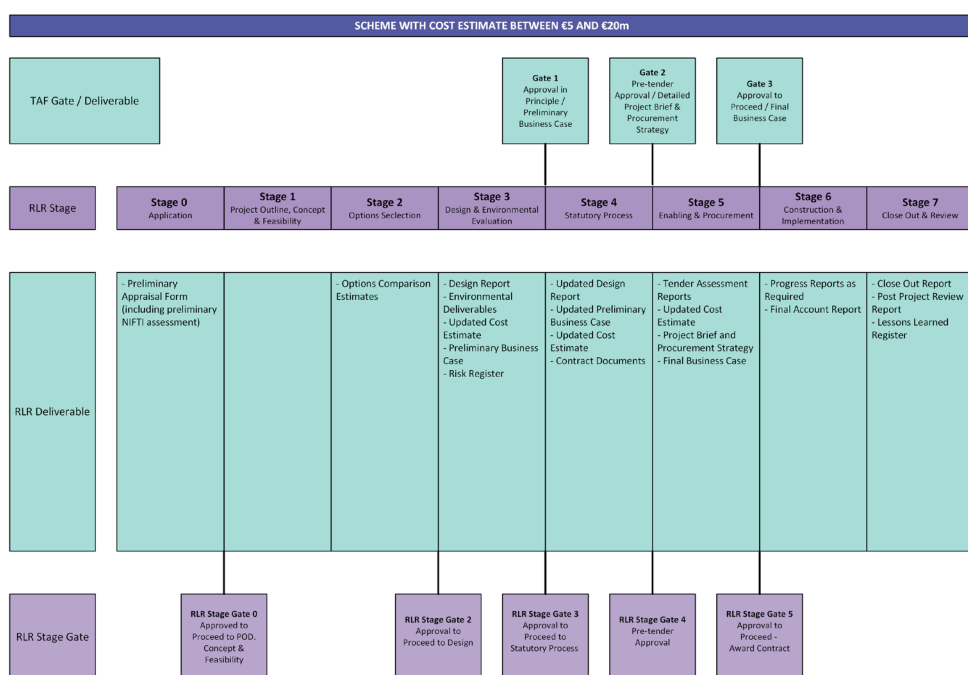


Figure 2

1.2 Roles and Responsibilities

The Approving Authority is the DoT and the Sponsoring Agency and Client is Tipperary County Council (TCC).

The Approving Authority shall ensure compliance with the IG and assessment and approvals of all Gate Approvals for the relevant stages;

The Sponsoring Agency shall report to the Approving Authority and shall be responsible for the technical and financial management of the Project, including the submission of all deliverables to the Approving Authority;

TCC shall appoint a Project Manager who shall be the direct contact for the Consultant. All submissions and communications to the Approving Authority shall be through the TCC Project Manager (TCC PM).

The Consultant shall prepare and supply all deliverables necessary to deliver the project through the TAF Gateway approval stages. The IG may be supplemented by reference to TII Publications as necessary.

The scope of services sought requires multi-disciplinary engineering and other specialist consultancy services, consisting of all services necessary or desirable for the purposeful delivery of Stages 3 to 7 inclusive of the IG including, but not limited to, the non-exhaustive list of specific services set out in this Brief of Services. The services outlined in Section 1 'General Requirements' of this Brief of Services shall be deemed to apply to all stages of the commission. Further information on particular services over and above these requirements are outlined in subsequent sections for each particular phase of the commission.

The Consultant may also be required to provide technical and administrative services for any Dispute Resolution Process initiated under the Main Construction Contract or Advanced Works Contracts. Where Services are specifically requested by the Client in relation to these processes, they will be subject to an additional fee and should not be included in this fee proposal. The Rates for Time Charges submitted in the Form of Tender shall be used to establish a fee for those Services as requested by the Client.

The Consultant shall also be required to provide a suitably qualified and experienced team for the Administration and Supervision of Contracts related to this scheme. Design Office and administrative support for the Site Team shall be provided by the Consultant as necessary.

1.3 Standards & Guidelines

The Services provided shall be in accordance with the Transport Appraisal Framework (TAF) and the Infrastructure Guidelines (IG), and any applicable amendments thereto. Elements of the Transport Infrastructure Ireland (TII) Publications may also be used for the management of the commission.

The technical Design shall be in accordance with the latest versions of the TII Publications (Standards) and TII Publications (Technical) which are available at www.tiipublications.ie and DMURS published by DoT (<https://www.gov.ie/en/department-of-transport/publications/design-manual-for-urban-roads-and-streets/>).

The Design shall also comply with the Planning Approval Conditions as stated in the An Bord Pleanála Approval ref 79.JP0024 which is included in Appendix A of this document.

The Consultant shall also carry out the corresponding requirements of the latest versions of all other environmental legislation and standards, technical documents, procedures, guidelines, etc. including but not restricted to, the requirements of the documents from the following non-exhaustive list:

- (i) TII Publications (Standards);
- (ii) TII Publications (Technical);
- (iii) Design Manual for Urban Roads (DMURS);
- (iv) Infrastructure Guidelines (IG);
- (v) TII Project Management Guidelines for National Roads;
- (vi) TII Contract Administration Guidelines;
- (vii) TII Cost Management Manual;
- (viii) NRA Environmental Assessment & Construction Guidelines;
- (ix) Green Public Procurement Strategy and Action Plan 2024-2027;

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- (x) EPA - Regulatory Position on Soil & Stones;
- (xi) EPA - Green Procurement - Guidance for the Public Sector;
- (xii) Department of Communications, Climate Action & Environment - Public Sector Energy Efficiency Strategy;
- (xiii) NRA guidance document for the implementation of the CEDR Forgiving Roadside report;
- (xiv) Code of practice for Archaeology between the Minister for Arts, Heritage, Regional, Rural and Gaeltacht Affairs and TII;
- (xv) ISO 19650 in relation to the BIM process;
- (xvi) CWMF Build Digital Guidance (<https://constructionprocurement.gov.ie/bim/>)

The Consultant shall also comply with, and ensure that, outputs of the Services comply with all associated requirements, policies and guidelines of other bodies, including but not limited to the non-exhaustive list below:

- o Tipperary County Council;
- o 2025 Climate Action Plan;
- o NIFTI;
- o Cycle Design Manual;
- o Department of Transport (DoT);
- o Department of Public Expenditure, NDP Delivery and Reform;
- o Department of Housing, Local Government and Heritage;
- o Department of the Environment, Climate and Communications;
- o Southern Regional Assembly;
- o Inland Fisheries;
- o National Monuments Service.

1.4 Service Delivery Plan

The Consultant shall submit a Service Delivery Plan (SDP) within 2 weeks of his appointment outlining his approach to the commission.

The SDP shall describe the elements and sequence of works, including the allocation of staff along with their roles and responsibilities during each Stage. The staff provided shall be those listed in the accepted Tender Submission.

The SDP shall also describe the quality control procedures, communication procedures and BIM implementation procedure.

1.5 Building Information Modelling (BIM)

In accordance with the CWMF Public Sector Building Information Modelling (BIM) Adoption Timeline, this appointment includes the implementation of BIM processes by the Consultant and by the Contractor and Supply Chain. The BIM processes shall comply with ISO 19650 and shall take into consideration the CWMF Build Digital Guidance. TCC require the handover of a fully intelligent Digital Twin of the asset on completion of the project.

An outline Exchange Information Requirements (EIR) has been prepared and shall be developed with the appointed Consultant. This document is available in the Background Information, the final document shall form part of the Contract. The Consultant shall appoint a BIM Manager who shall be responsible for the establishment and maintenance of the process in accordance with those requirements. The Consultant shall utilize the BIM process to exchange information between all relevant parties. The Consultant shall prepare and submit a BIM Execution Plan to the Client for acceptance.

TCC currently operate the Autodesk AEC Collection which includes Autodesk Construction Cloud (ACC). The current subscription is limited to the AcadCivil3D, Autodesk Docs, Insight and Forma products. It is intended that TCC will use ACC as their permanent Common Data Environment (CDE) for Capital Works going forward, however the Consultant may propose an alternative. The Consultant can be provided with access to this system for this Scheme, however they will have to use their own license subscriptions for access to this and further ACC products such as Design Collaboration, Model Coordination, Cost Management etc. The Consultant shall be responsible for the management and maintenance of the CDE. Where the Consultant proposes a different CDE he shall provide full access for at least 3 TCC users and 2 DoT users, which shall be included in the Consultants fee. The Consultant shall be responsible for transferring all of the Information onto the TCC CDE, ACC at the end of each Stage of the commission. For the avoidance of doubt, the Consultant shall be responsible for the costs of the delivery, operation and maintenance of the CDE.

The CDE shall contain levels of access authorization for the Participating parties to be agreed with the TCC PM.

All project information, including design models, surveys, reports, drawings, spreadsheets and documents prepared for this project shall be stored and available for access within the CDE. Confidential correspondence between the Client and the Consultant shall be independently backed up on a separate server.

The Consultant is required to provide workshop training to at least 4 staff from TCC/DoT in relation to the BIM process being implemented. The dates for training shall be agreed with the Client and shall take place during Stage (ii) of Schedule B of the Services Schedule.

1.6 Health & Safety

The Consultant shall be aware of its obligations as a Designer and the obligations of the Client under the Health and Safety Acts and the Safety Health and Welfare at Work (Construction) Regulations, 2013, as amended (the Construction Regulations). These obligations include preparing Designs that avoid, reduce or mitigate hazards to workers and the public. Subject to the Client's competency assessments, the Consultant shall also be appointed as the Project Supervisor Design Process (PSDP) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations, 2013, as amended, and shall hold this role for all contracts associated with the commission for the duration of their appointment. The Consultant, as PSDP, shall prepare and maintain the Preliminary Safety and Health Plan during the Project and shall compile the Safety File on completion of the Works and provide a copy to the Client.

The Consultant shall undertake all of the duties of PSDP as described within the Construction Regulations. He shall be responsible for the co-ordination (regarding health and safety) of any surveys/assessments to be carried out within his Scope of Works, and shall assess the competencies of any contractors/surveyors/designers employed to carry out their work safely and in compliance with the Construction Regulations. He shall make recommendations to the Client on the competencies of any Project Supervisor Construction Stage (PSCS) appointments for Advanced Contracts and Main Construction Contract. The PSDP shall co-ordinate all proposals, drawings and the Preliminary Health & Safety Plans (including Traffic Management Plans) of all Design elements for the Works and make comments or directions as required. The PSDP shall provide the Preliminary Safety & Health Plan, including Designer's Risk Assessments to each Contractor engaged on the Project. The PSDP shall hold and maintain a record of regular meetings with the PSCS, and the Client, during any Works.

1.7 Quality of Deliverables

The Consultant shall provide all deliverables to an appropriate high standard of presentation and

quality with use of infographics, graphs, and colour schemes in a consistent professional marketing style to be agreed with the Client at draft stage. For public documents the Consultant shall include for the services a graphic designer to provide a high professional quality. The Client should not be used as a proof reader for documentation prepared. The Consultant shall ensure documentation is adequately proof read and checked before issue to the Client. Draft documents should be issued to the Client with adequate time to allow for the Client to review and comment and also for comments to be considered and incorporated into the final version. As a minimum, a period of two weeks should be allowed for Client review. The Client may withhold payment for milestones if the associated deliverables are not provided in accordance with above requirements.

All formal correspondence issued shall be in document or letter format on headed paper. This may be issued as an email with the document/letter attached. Formal communications shall not be issued as body text in an email.

1.8 Sustainability

The Consultant shall take account of the Public Sector Mandate for reducing embodied carbon in construction. This shall include, as a minimum, the specification of a minimum of 30% clinker replacement in concrete mixes, except where this is not technically possible. A Whole life-Cycle Greenhouse Gas Emissions assessment shall be carried out and recorded.

The Design shall incorporate the objectives of the National Biodiversity Plan and seek to achieve a net biodiversity gain.

The Consultant shall provide evidence of the implementation of his sustainability contained within his Quality Submission which were accepted as part of his Tender for this Project. This evidence shall be reported to the Client in the Consultant's monthly reports under a specific heading.

The Consultant shall take cognizance of TCC's and National Green Procurement Policies when preparing Tender Documents for Advanced and Main Construction Contracts. The Consultant shall consider how sustainability can be incorporated into the Design and Specifications from an early stage in this commission and present suggestions on how these can be specified and measured during the Works. Sustainability criteria shall be included as Award Criteria in all Contracts procured under this commission.

1.9 Programme and Scheme Progression

The Consultant shall provide the resources necessary to carry out the services within the following outline programme:

Stage (i) Familiarisation & Updating existing documents– 3 months;
Approval Period – 2 months;

Stage (ii) Design – 10 months;
Approval Period 1 month;

Stage (iii) Tender Action, Evaluation and Award– 3 months;
Approval Period – 1 month;

Stage (iv) Construction – 18 months;

Stage (v) Handover of Works – 12 months;

Total contract duration 50 months.

The acceptance of completion of each Stage of the Commission, including the final submission of all approved deliverables, shall be notified to the Consultant by the Client. Final milestone payments in accordance with Schedule B of the Form of Tender & Schedules for each Stage shall be subject to such notified completion.

Client approval to proceed through the stages of the TAF or IG and through the Stages and sub-Stages of Schedule B to the Contract will be required. The Client has a right to terminate the contract at the end of each stage or phase.

In addition, the scheme shall be subject to decision/hold points and various required approvals including Department of Transport (DoT), Tipperary County Council, Capital Works Management Framework (CWMF), TAF, Infrastructure Guidelines and the Department of Public Expenditure NDP Delivery and Reform (DPENDR) procedures and rules. The programme shall allow for review and approvals for the periods indicated above between each of Stages (i) to (iv) of Schedule B. The Consultant shall incorporate any comments arising from reviews into the Design and Documentation at his cost.

Approval/decision/hold points in accordance with the current editions of the DPENDER 'Infrastructure Guidelines, DoT 'Transport Appraisal Framework' (TAF), DoT 'National Investment Framework for Transport in Ireland' (NIFTI), Project Managers Manual for National Roads Projects, CWMF, as well as any statutory approval processes shall be observed and adhered to without additional cost to the Client.

The scheme may also be subject to suspension/termination by the Client at any time, subject to these reviews/approvals, or other reasons.

Percentage of stage fees payable under any such suspension and/or termination is 5%, as noted in Schedule B to the Conditions of Contract.

1.10 Staff Requirements

The minimum requirements for specified Consultant's Project Staff are detailed below in Table 1. A single individual shall be proposed for each grade of staff listed. Following appointment, where different Project Staff are proposed from that included in the Tender accepted by the Client, this shall be brought to the attention of the Client for his approval, such approval not be unreasonably withheld. Either the Project Director or the Project Manager shall also fill the role of Employer's Representative.

The Consultant's staff, and any sub-consultant, shall be qualified and competent in their respective disciplines. Staff, and sub-consultants, shall have at a minimum, the qualifications and experience in the relevant field of the project concerned, for the purpose of the project's examination by the competent authorities in order to ensure that the information provided is complete and of a high level of quality, for assessment for the purposes of Approval Gates. If the Client is not satisfied that a proposed member of Staff, or sub-consultant, is suitably qualified and competent then the Consultant shall propose an alternative that is deemed qualified and competent by the Client.

The Consultant shall ensure that the personnel appointed to the project will be available through all stages, to ensure continuity of knowledge and expertise. Designers shall be available to provide design support to the Construction supervisory staff as required.

Table 1 Minimum Requirements for Project Staff

Position	Education	Experience	Other requirements
Project Director	Level 8 NFQ qualification in Civil/Structural Engineering; Chartered Engineer.	15 years post graduate experience in the delivery of major civil engineering projects, including 5 years post graduate experience in the role of Project Director or Project Manager for the planning, design and Contract Administration of major civil engineering projects. Experience of formal Dispute Resolution Processes.	Project Director or Project Manager on a constructed public road development project within the past ten years with a construction value of at least €20 million (ex VAT) where they have held the role of Employer's Representative. Shall also have managed the preparation of Scheme Appraisal in accordance with the Transport Appraisal Framework, or previous versions (CAF/PSC).
Project Manager	Level 8 NFQ qualification in Civil/Structural Engineering; Chartered Engineer.	10 years post-graduate experience in the management of multi disciplined teams in the design of road schemes, including 5 years experience as Project Manager for the planning, design and Contract Administration of major civil engineering projects.	Project Manager on a completed road development project within the past ten years with a construction value of at least €20 million (ex VAT) where they have held the role of Employer's Representative. Shall also have experience in the preparation of Scheme Appraisal in accordance with the Transport Appraisal Framework, or previous versions (CAF/PSC).

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Senior Engineer (Design)	Level 8 NFQ qualification in Civil\Structural Engineering; Chartered Engineer	10 years post-graduate experience in the design and management of roads schemes with a minimum value of €10M.	Senior Engineer in the planning and design of roads, structures or geotechnics on a project of a similar scale, nature and complexity.
Senior Structural Engineer	Level 8 NFQ qualification in Civil\Structural Engineering; Chartered Engineer	10 years post-graduate experience in the detailed design of bridges on a public road scheme.	Senior Engineer experienced in the detailed design of completed road structures including leading the design of a single structure with a minimum value of €5M that had been subject to a Category 3 check in accordance with TII DN-STR-03001.
Senior Geotechnical Engineer	Level 8 NFQ qualification in Civil, Structural or Geotechnical Engineering; Chartered Engineer.	10 years post graduate experience in the preparation of Geotechnical Interpretive and Factual Reports for a public road scheme.	Have experience in the procurement, assessment and interpretation of geotechnical investigations, preparation of design and specifications using TII Specification for Roadworks, with at least one completed road scheme with a value of at least €10M (ex VAT).
Cost Engineer/Quantity Surveyor	Level 8 NFQ Degree in Engineering or Quantity Surveying.	8 years post graduate experience in the preparation of budget estimates and Tender Documents for road projects funded by at least one of DoT\TII\NTA.	Experience in the application of TII Requirements for Measuring & Pricing, TII Cost Management Control, Risk and Valuation Engineering and Assessment of Interim and Final Accounts on a completed road project with a value of at least €10m (Ex VAT).

Position	Education	Experience	Other requirements
Environmental Specialists	Level 8 NFQ qualifications in Environmental Science or Environmental Engineering.	8 years of post-graduate experience in the environmental assessment of major civil engineering projects	Environmental specialist on a road development project of a similar scale, nature and complexity.
Project Engineer	Level 8 NFQ qualifications in Civil\Structural Engineering.	4 years of post-graduate experience in the design of various aspects of roads projects	Project Engineer in the design of a roads project of a similar scale, nature and complexity.
Graduate/Junior Engineer	Level 8 NFQ qualifications in Civil\Structural Engineering	3 or fewer years of post-graduate experience in the design of civil\structural engineering projects	N/A
Senior Technician	Level 7 NFQ qualifications in Civil or Structural Engineering	6 years of post-graduate experience	Technician on a road development project of a similar scale, nature and complexity.
Junior Technician	Level 7 NFQ qualifications in Civil or Structural Engineering	No post graduate experience necessary	Knowledge of design software on civil structural projects
Project Supervisor for the Design Process (PSDP) H&S Co-Ordinator	Level 8 NFQ qualifications in a recognized health and safety discipline in construction.	10 years of post-graduate experience in carrying out the duties of PSDP for Civil engineering projects.	Lead role as H&S Co-ordinator (PSDP) on a project of similar scale, nature and complexity.
Project Archaeologist	Level 8 NFQ qualifications in Archaeological discipline;	8 years of post-graduate experience, 3 of which are related to road projects.	Experienced in the procurement, management and supervision of archaeological works on road projects of a similar scale, nature and complexity.
BIM Manager	Level 8 NFQ qualification in Engineering or equivalent.	5 years experience in the management and control of project information on a Common Data Environment digital platform.	They shall demonstrate knowledge of ISO 19650 and the implementation of BIM processes on an engineering project valued at a minimum of €5M ex VAT.

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Project Administrator	Relevant Level 7 NFQ qualification	8 years experience in a senior administration role.	Familiarity and competency with ISO standards of 9001:2015 and 550001:2014
Senior Site Representative	Level 8 NFQ qualification in Civil or Structural Engineering or equivalent.	8 years post graduate experience with a minimum of 5 years' experience of Contract Administration of Road Works.	Have had experience in the supervision of construction of a single bridge structure of similar scale and complexity with a minimum value of €5M.
Site Representative	Level 8 NFQ qualification in Civil or Structural Engineering or equivalent.	8 years post graduate experience with a minimum of 5 years' experience of supervision of Road Works.	Experience of implementation of TII Standards and Specification for Roadworks.
Clerk of Works	Level 7 NFQ qualification in Civil or Structural Engineering or equivalent.	8 years post graduate experience with a minimum of 5 years experience of supervision of Road Works.	Have had experience in the construction or supervision of road and bridge works. Good knowledge of Specification for Roadworks.

1.11 Public Relations

The Consultant may be required to assist in Public Relations through the provision of information and making presentations to the Public and/or Elected Representatives during the commission. The Consultant shall make provision in his Fees for a minimum of 2 presentation meetings including for preparation, materials and all expenses including travel and accommodation.

The Consultant shall also provide assistance, including during the construction stage, dealing with queries from property owners, business groups or other stakeholders as may arise.

1.12 Third Party Liaison

The Consultant shall allow for liaison with any relevant third parties and stakeholders including, but not limited to:

- Tipperary County Council;
- DoT;
- TII;
- NTA;
- Uisce Eireann,
- Inland Fisheries;
- Utility Owners and Providers;
- Adjacent Landowners;
- Department of Housing, Local Government and Heritage;
- National Monuments Service;
- National Parks and Wildlife Service;
- Office of Public Works;
- Emergency Services.

The Consultant shall include the requirements of all relevant stakeholders in the Main Construction Contract or Advance Works Contracts. Inclusion of any new services or works on behalf of the stakeholders must be agreed with the TCC PM and the DoT in advance. Where any licensing or agreements are required the Consultant shall advise the TCC PM in sufficient time for their completion ahead of any Works.

The Consultant shall establish and maintain an electronic database of all interactions (i.e. meetings, written submissions, emails, telephone calls etc.) with the public, landowners and other consultees throughout the contract period. The format and methodology for the database should be agreed with the TCC PM who shall have full access to the database.

1.13 Quality Management

The Consultant shall operate under a recognised quality management system accredited under ISO 9001 (or similar ISO accredited system) for all aspects of the delivery of the Commission.

1.14 Risk & Value Management

Risk Management shall be operated in accordance with the TII Cost Management Manual and shall comply with the requirements of the Transport Appraisal Framework, particularly with regard to 'Risk and Uncertainty Analysis'. The Consultant shall take a proactive approach to Risk and Value

Management. A Project Risk Register shall be established at the commencement of the commission, shall be monitored, reviewed and updated on a continuous basis throughout the commission and shall be presented at each Project Management Group Meeting and/or Technical Meeting/Workshop as required. The top five risks shall be updated and presented each month via the Project Dashboard. Progress on mitigating these risks shall also be reported via the monthly Progress Report. Risk Workshops shall be held at the commencement of each phase, and an allowance shall be made for four further workshops throughout the commission. The Facilitator shall manage and lead all such workshops. Workshops shall be attended by the Commission Manager, Senior Engineer, Environment Team Leader and other key personnel as directed by the Client. Workshops shall be held at TCC Offices, Clonmel, and where possible will be organised to coincide with technical meetings.

The Risk Register shall be compiled to act as a record of observations relating to activities and events occurring at each project phase, which may affect project programme and cost as the project progresses. This register will allow for the proactive consideration and mitigation of events that may negatively affect project performance. The Consultant shall encourage the open identification and discussion of risks and ensure that they are appropriately assessed and managed. All risk items shall be identified and valued, with appropriate mitigation and risk owners assigned to each risk.

The Consultant shall allow for the production of a resourced project programme during each Stage showing estimated programme to the close out of construction.

Value Management shall be operated in accordance with the TII Cost Management Manual. The Consultant shall prepare a Value Management Strategy and Value Decisions Tracking Register at the start of the commission and these documents shall be reviewed and updated throughout the commission and fully integrated with the developing scheme in order to fully optimise the design, and environmental measures. Developments or updates to the Value Management Strategy and Value Decisions Tracking Register shall be reported in the monthly Progress Reports.

1.15 Project Management Group Meetings, Technical Meetings & Co-Ordination Meetings

The Consultant shall attend all Project Management Group Meetings and Technical Group meetings as required by the Client. Attendance at meetings shall include for the preparation and issue of agendas, progress reports, minutes, technical notes, Action/Decision lists, Risk Registers and Project Dashboards. A Project Dashboard shall be presented for each meeting in an agreed format. Meetings shall be attended by the Project Director, Project Manager and other key personnel as required. Assume monthly project management group meetings. Where possible, Management Group and Technical Group meetings will be held on the same day in County Buildings, Clonmel. Any PSDP/Client issues will also be included in this meeting.

The Consultant shall prepare draft minutes for all meetings attended which shall be issued to the Client for comment within one week after the meeting. Upon agreement of the minutes at the subsequent progress meeting, final minutes shall be prepared and circulated within one week after that Meeting.

Co-Ordination meetings shall be held as required to co-ordinate activities between various project elements and stakeholders. The Consultant shall attend all such meetings. Meetings shall be attended by the Commission Manager, Design Team Leader, Environment Team Leader and other key personnel as directed by the Client. Assume four Co-ordination meetings during the Commission. Where possible, such meetings will be organised to coincide with technical meetings. The location for such meetings shall be Tipperary County Council Offices, Clonmel.

Fees for Services associated with all meetings shall include for all expenses associated with preparing for, and attending meetings. Documentation shall be circulated electronically to all attendees at least one week in advance of these meetings.

1.16 Data Privacy & Protection

The Consultant shall collect, process, retain, manage and secure all data relating to third parties in accordance with the General Data Protection Regulation (GDPR). The Consultant shall provide the Client with a copy of its Data Protection Policy and shall adhere to this policy in the control and processing of all relevant data held for the purposes of the project. The Consultant shall enter into an Agreement with Tipperary Council whereby the Council shall act as 'Data Controller' and the Consultant as 'Data Processor' for the purposes of GDPR in relation to all relevant data held in its possession. The Consultant shall implement appropriate technical and organisational measures to ensure and be able to demonstrate that processing is performed in accordance with GDPR.

Measures shall be taken to ensure the security of information within the BIM CDE platform and access to relevant folders to be confined to those staff who have a legitimate need.

Schedule of Services The Stages listed below correspond to those contained in Schedule B of the Form of Tender and Schedule. This section provides a more detailed description of the Services to be provided. This is not an exhaustive description and the Consultant is expected to be familiar with the Standards, Guidelines and processes involved in the delivery of a scheme of this nature and is deemed to have included for these within his Tendered Fee. Where additional Services are ordered by the Client, the Consultant will be requested to provide a lump sum fee proposal based on Rates for Time submitted in the accepted Tender. No additional Services shall be commenced without the prior written approval of the TCC PM.

2.1 Stage (i) Familiarisation and Updating of Existing Documentation

The following documents were prepared for this scheme and are contained in the Background Information made available by the Client:

1	Geophysical Survey Report, J. M. Leigh Surveys Limited, February 2013;
2	River Suir Flood Flow Modelling Report, O'Connor Sutton Cronin & Associates, August 2013;
3	Bridge Options for River Suir Crossing Report, O'Connor Sutton Cronin & Associates, August 2013;
4	Junction Options Report, N62 Slievenamon Road – Clongour Road, September 2013;
5	Screening for Appropriate Assessment and Natura Impact Statement, Faith Wilson Chartered Environmentalist, September 2013;
6	Flora & Fauna Report, Faith Wilson Chartered Environmentalist, September 2013;
7	Part VIII Planning Report, O'Connor Sutton Cronin & Associates, September 2013;
8	Archaeological Impact Statement, Aegis Archaeology Limited, October 2013;
9	EIS Screening Report, O'Connor Sutton Cronin & Associates, October 2013;
10	Visual Impact Assessment, North Tipperary County Council Planning Department, November 2013;
11	S177AE Planning Report, O'Connor Sutton Cronin & Associates, November 2013;
12	Preliminary Design Report, O'Connor Sutton Cronin & Associates, March 2015.
13	Project Appraisal report for minor project 12/06/2020
14	An Bord Pleanala Approval
15	OPW Section 50 Approval
16	Project Appraisal Report, O'Connor Sutton Cronin
17	Geotechnical Factual Report, Priority Geotechnical Ltd., February, 2014
18	Geotechnical Interpretive Report, Priority Geotechnical Ltd., February, 2014

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19	Road Safety Audit, Stage 1, O'Connor Sutton Cronin & Associates, 14 th January, 2015
20	Planning Drawings, TI89_PL00 – PL10, O'Connor Sutton Cronin & Associates
21	Preliminary Design Drawings, O'Connor Sutton Cronin & Associates
22	Project Appraisal Report for Minor Projects (€5M to €20M) Thurles Relief Road, O'Connor Sutton Cronin & Associates, November, 2019
23	Lidl Store As Built Drawings, February, 2021: 19227-3030-A-AB1 19227-3021-C-AB1 19227-3021-D-AB1 19227-3021-E-AB1 19227-3023-AB1 19227-3040-AB1 19227-3041-AB1 19227-3042-AB1
24	Topographical Survey (22/07/2013) Murphy Surveys Ltd. (ACAD drawing format only).
25	Location of proposed Waste Water Treatment Pumping Station and Stormwater Storage, Tobin Consulting Engineers.
26	Traffic Counts by TCC, 2025/2026

Note that the alignment files created in MXRoads to prepare the Planning and Preliminary Design drawings are not available. There are ACAD and PDF format drawings of the alignments which will allow the alignments to be reproduced.

The Consultant shall have no expectation or reliance on the availability or existence of other information being made available.

2.1.1 Review & Confirmation of Design Report/Business Case/Planning Approval & Conditions/Lands to be Made Available for Construction

The Consultant shall review the scheme design as outlined in the Design Reports and Environmental Reports together with any planning conditions to ensure that the scheme complies with its planning approval and current design requirements. The Consultant shall review all design standards applicable to the Scheme at the time it was submitted for planning approval and shall ensure that any standards revised or updated in the intervening period are examined for their implications on the design, planning consent, landowner agreements and the lands necessary to construct the Scheme. The Consultant shall confirm that the full extent of the Lands to be Made Available to the Contractor are sufficient for the purpose of constructing the Scheme as approved and/or modified. This should include identification of temporary Lands that may be required for construction purposes such as lay down and assembly areas that may be required for the River Suir Bridge Crossing and embankment construction over soft ground. The Consultant

The Consultant shall review all land agreements and/or agreed accommodation works with affected landowners to ensure that the lands necessary for the construction of the accommodation works will be available to the Contractor. Land Agreements shall also be reviewed to ensure that they are consistent with planning approval for the project.

The Consultant shall consult with all relevant prescribed bodies as necessary to confirm their requirements in order to mitigate the risk of late changes to their requirements during the Main Works Contract tender or construction stages.

Following the review of the information provided by the Client, and further liaison with third parties, the Consultant shall notify the TCC Project Manager in the event that there are any potential implications for the scope of the scheme, including potential additional costs not already provided for in the scheme budget.

2.1.2 Preliminary Business Case

The Consultant shall prepare an updated Preliminary Business Case and Total Project Budget Estimate in accordance with the IG and TAF. Updated traffic counts carried out by TCC in 2025/2026 are provided in the Background Information to inform this update. The costs shall be based on the materials quantities contained in the Preliminary Design Report, contained in the Background Information, and any other relevant information provided, and using current rates and prices.

2.1.3 Archaeological Works

An Archaeological Report was prepared prior to obtaining planning consent for the scheme. The Consultant's scope of Work shall include all services required to implement the recommendations of this report. The report includes recommendations for further archaeological mitigation works including an underwater archaeological survey of the River Suir in the vicinity of the proposed structure, and resolution of a known site. The Consultant's Team shall include a suitably qualified Project Archaeologist, experienced in dealing with roadworks projects, who shall: liaise with the Department of Housing, Local Government and Heritage, procure, supervise and manage all Archaeological surveys and subsequent contracts for the resolution of any sites. It is required that all archaeological Works are completed prior to the advertisement of Tenders for the appointment of a Contractor for the Main Construction Contract. The Consultant's fees shall include the costs of the Project Archaeologist, preparation of surveys, procurement and administration of Archaeological Works contracts, liaison with Department and third parties and supervision. TCC shall be responsible for the costs of any Archaeological Works contracts.

2.1.4 Technical Acceptance of Structures

During this Stage the Consultant will be required to submit a Structures Technical Acceptance Report (TAR) for the River Suir crossing. The TAR shall be in accordance with TII Publication DN-STR-03001 and be based on the structural form described in Appendix B of this document and contained in the Bridge Options Report and Preliminary Design Report included in the Background Information. The Report shall be submitted to the Structures Department of DoT who shall carry out the technical acceptance process on behalf of TCC. Further details regarding this structure are contained in Appendix B of this Brief of Services.

Key Deliverables during this Stage (i) include:

- Consultants Service Delivery Plan (submitted within 2 weeks of appointment);
- Report on review of Issued Documents;
- Updated Design Report;
- Technical Acceptance of Structures Report;
- Appointment of Project Archaeologist;
- Updated Preliminary Business Case;

- Updated Procurement Strategy;
- Risk and Opportunities Register;
- Total Project Budget Estimate;
- Building Information Model Execution Plan and Exchange Information Requirements;
- Confirmation of Lands Made Available by the Employer for the Works.

On completion of Stage (i) services the Consultant shall have prepared the necessary documents for submission to the DoT for TAF Gate 1 approval. Existing Stage 3 documents shall have been reviewed and updated and any outstanding documents shall have been completed.

2.2 Stage (ii) Design

Services for this Stage will commence with the Client's Permission to Proceed issued in writing. The Consultant shall not proceed to Stage (ii) until instructed in writing by the TCC PM.

Stage (ii) Design is subdivided into 2 sub-stages. These stages may proceed in parallel provided that the Consultant has satisfied himself that there will be no abortive work resulting from doing so.

2.2.1 Stage (iia) Design and Preparation of Tender Documents for Advanced Works

Under this Stage (iia) the Consultant shall identify and make recommendations for any Advanced Works Contracts that are necessary for the completion of a Detailed design and Preparation of the Main Construction Contract Documents or are preferable to be completed in advance of the Main Construction Contract to avoid or reduce risks.

These shall include, but not be limited to:

- Supplementary Topographical Surveys necessary for the Detailed Design;
- Supplementary Site Investigation (if required);
- Archaeological Surveys and resolution Contracts to ensure all Archaeological Risk is identified and resolved as far as practicable in advance of the publication of tender for the Main Construction Contract. Note that as a condition of planning approval, an underwater archaeological survey is required at the River Suir crossing location ;
- Environmental Mitigation Surveys to identify and resolve any issues, in particular bat, bird and badger surveys and their resolution prior to the commencement of a Main Construction Contract;

The Consultant shall be responsible for the identification and procurement of all surveys/contracts necessary to fully develop the project in compliance with the Statutory Approvals. The Consultant shall include in his fees to carry out the Design and prepare the procurement documentation for all such Surveys and Advanced Works Contracts and undertaking the role of PSDP. This shall include screening for, and preparation of, an Appropriate Assessment for these contracts as may be necessary. The procurement of any contracts shall be in accordance with the National and Tipperary County Council procurement procedures. The Client shall bear the costs of the contracted surveys and Advance Works Contracts. The Consultant shall include in his fees for the supervision of surveys and any Advanced Works Contracts, and carrying out the role of PSDP. The award of any contracts will be subject to prior approval by the Client. Where the Consultant does not identify any Advanced Works Contracts it is deemed that he has sufficient information to complete the Detailed Design and Preparation of Contract Documents for the Main Construction Contract to meet the Client's programme.

Key Deliverables during this Stage (iia) include:

- Report identifying any surveys and Advanced Works Contracts required;
- Design and documentation for procurement of surveys and Advanced Works Contracts;

- Co-ordination and Administration of surveys and Advanced Works Contracts;
- PSDP duties for surveys and Advanced Works Contracts.

2.2.2 Stage (iib) Detailed Design and Tender Documents for the Main Construction Contract

At the completion of Stage (iib) the Consultant shall have prepared and obtained TAF Gate 2 approvals for the Detailed Design and have prepared the full suite of documents for the procurement of the Main Construction Contract. In addition, the Consultant shall have updated the pre-Tender cost estimates and Total Project Budget Estimate and prepared a Detailed Business Case for submission to DoT in accordance with the TAF.

The deliverables shall include, but not be limited to:

- Preparation of a Detailed Design incorporating any planning conditions and environmental mitigation requirements;
- ~~Technical Acceptance of Structures in accordance with DoT Circular RW 10/2021 incorporating DN-STR-03001;~~
- Procurement of a Category 3 Design Check by an independent Checking Team from a separate organisation for the River Suir Structure in accordance with TII Publication DN-STR-03001;
- Preparation of Preliminary Environmental Operating Plan;
- Cost Management;
- Risk Management;
- Value Management;
- TAF Requirements;
- Preparation, and Due Diligence Check, of Tender Documents using the Office of Government Procurement Guidelines and standard forms;
- Designer Risk Assessments;
- Prepare Preliminary Safety & Health Plan;
- Road Safety Audit Stage 2;
- Preparation of Detailed Business Case including the Total Project Budget Estimate;
- Updated Procurement Strategy.

The Consultant shall propose a Checking Team from a separate organization holding their own Professional Indemnity Insurance and having no connection to the project, or the Consultant. The Checking Team shall be approved in writing by the DoT Structures section. The Procurement shall be in accordance with TCC procedures. The Checking Team shall have knowledge and experience relating to the type of structure it is to examine. The Consultant shall liaise with and provide all information necessary and required by the Checking Team. The Consultant shall incorporate any recommendations or amendments made by them. The Consultant shall manage all day to day interactions with the Checker.

The cost of the Category 3 check shall be borne by the Client. The Consultant's costs of any amendments to the Design, Specification or Tender Documents arising from the Category 3 check shall be borne by the Consultant.

It should be noted by the Consultant that all of the information in Tipperary County Council's possession has been made available in the Information Pack included with these Tender Documents. **The Consultant should have no expectation or reliance on the availability or existence of further information being currently available.**

The Technical Design shall be prepared in accordance with the Transport Infrastructure Ireland Publications (TII Publications <https://www.tiipublications.ie/>) and DMURS (<https://www.gov.ie/en/department-of-transport/publications/design-manual-for-urban-roads-and->

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[streets/](#)).

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The Requirements for Measuring and Pricing available from TII Publications shall be used in the preparation of the Pricing Document.

The Procurement Strategy for the Main Construction Contract will use the Restricted Tendering Procedure. The Consultant shall allow in his fees for a two stage tendering process with a Pre-Qualifying stage. The Consultant shall liaise with DoT, TII and TCC in developing the suitability assessment criteria for the Main Construction Contract. The Consultant should base his fees on the use of the PW-CF3 Conditions of Contract for Civil Engineering Works Designed by the Employer.

It is anticipated that the Main Construction Cost Estimate will meet the threshold required for publication of the Tender on the Official Journal of the European Communities (OJEC). The Consultant shall note that the Green Public Procurement Strategy and Action Plan 2024-2027 and the Public Sector Climate Action Mandate 2025 shall apply to this project.

At the end of Stage (iib) a submission shall be made to the DoT seeking approval for TAF Gate 2 (AG2) Pre-tender Approval. This will require the submission of the TAF Module 5 deliverables, including, but not limited to:

- Detailed Business Case;
- Updated Project Execution Plan;
- Updated Procurement Strategy;

The Detailed Business Case will be based on an updated Total Project Budget Estimate prepared by the Consultant updated to reflect the Detailed Design.

2.2.2.1 Departures & Relaxations

The Consultant shall include for the review of departure and or relaxation applications submitted during earlier stages. The Consultant shall prepare applications for approval of departures which may have materialised consequent to amendments to design standards or arising from the statutory processes, or 'value engineering' that apply to the existing Preliminary Design, or that are required during the development of the Detailed Design. The Consultant fees shall include for any re-submissions of departure or relaxation applications deemed necessary during the process.

2.2.2.2 Due Diligence Check

Upon completion of draft tender documentation, a due diligence check of the documentation shall be undertaken by a third party on behalf of TCC. The Consultant's fees shall include for consultations (via the TCC PM) to facilitate and co-ordinate such checks, including a one day peer review workshop. The Consultant shall allow for the incorporation of recommendations from the due diligence check into the tender documentation. TCC shall be responsible for the third party costs of the due diligence checker.

2.2.2.3 Road Safety Audit

The Consultant shall procure [a Road Safety Audit Team independent from the Design Team](#), and allow for the completion and close out of a Road Safety Audit Stage 2, in accordance with TII Publication GE-STY-01024 Road Safety Audit. Any changes resulting from the audit are to be incorporated into the design and documentation and are to be included within the Design Fees. The Consultant shall liaise with the RSA Team to ensure input at the appropriate time to meet the Client's programme. [The Client shall bear the cost of the independent RSA Team.](#)

The Consultant shall include for the preparation and approval of tender documentation in accordance with DoT & CWMF requirements as a Public Works Contract for Civil Engineering Works designed by the Employer (PW-CF3). A restricted tendering procedure (i.e. pre-qualification two stage process) for a traditional contract type shall be assumed for the preparation of tender documents.

The Consultant shall deliver a full suite of 'Tender Issue' documents for the Main Construction Contract for publication on the e-tender website. These shall be in electronic format as PDF Master Tender Documents, with an additional excel spreadsheet version of the Pricing Document.

In the preparation of tender documentation, the Consultant shall take cognisance of 'Green Public Procurement' requirements including, but not limited to, the inclusion of clear and verifiable environmental criteria for products and services to be provided as part of the works contract. The Consultant shall also take cognisance of whole life cost implications, and associated maintenance and replacement regimes. 'Green criteria' are to be included in Tender Documents for the Main Construction Contract. The Consultant shall liaise with the Client in respect of these criteria.

This construction of this scheme will also be subject to the BIM Mandate and all necessary requirements and criteria required shall be included in the Main Construction Contract Documents. It is anticipated that the CDE developed during the Design stage will continue to be used during the Construction and Implementation Stage.

The Consultant shall note that it is intended that a Standing Conciliator shall be appointed for the Main Construction Contract.

2.3 Stage (iii) Tender Action, Evaluation, Award

Services for this Stage will commence with the Client's Permission to Proceed issued in writing. The Consultant shall not proceed to Stage (iii) until instructed in writing by the TCC PM.

The processes during this Stage include, but are not limited to:

- Tender Process including preparing responses to Tender Queries from Tenderers;
- Assistance with assessment of tenders and recommendation for Award;
- Assistance with assessment of PSCS submissions and recommendation for appointment;
- Health and Safety requirements;
- Establishment of Contracting Authority's Representative and Site Supervisory Team;
- Preparation of Final Business Case for submission to DoT for Gate 3 approval.

TCC shall publish the documents received from the Consultant onto the E-Tenders website and shall be the point of contact for communications between Tenderers and TCC. Tenderers shall only be communicated with through the e-tender website during this Stage. The Consultant shall assist TCC in the pre-qualification of tenders during the first stage of the Restricted procurement process. A Tender Evaluation Board will be formed by TCC to carry out the Qualitative Assessment of submitted Tenders. The Consultant shall carry out a compliance check of the Tender submissions and an arithmetic check of the Pricing Document submissions. The Consultant shall be required to be available to assist the Board during this stage. The Consultant shall compile the Tender Assessment Report and recommendation to appoint a successful Tenderer. TCC shall carry out a suitability check for the appointment of the PSCS, with the assistance of the Consultant as required.

During the Tendering process the Consultant shall provide a response to tender Queries within 2 days of it being raised. Where a query requires a longer period to prepare a response, an interim response

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shall be issued within 2 days and a further complete response within 5 days of being raised. TCC shall publish the response in a Tender Bulletin on e-tenders. All tender responses shall be provided using the template format provided by TCC. The Consultant shall maintain a register of Tender Queries raised, along with responses.

The Consultant fees shall include for any amendments or additions to the Contract Documents that may be required as a result of Tender Queries or Clarifications. The Consultant shall keep a log of Tender Queries and any modifications made to the Contract Documents during this period. Following the receipt of Tenders, the Consultant shall prepare a final set of Contract Documents that includes any amendments made during the tender process that will be used for the formal Execution of the Contract between the Client and the successful Tenderer.

The Consultant shall allow in his fees for correspondence, preparation and attendance at any Tender Clarification Meetings during this stage. Any meetings will be held at the offices of TCC in Clonmel. The Consultant shall make a record of these meetings for inclusion in any Contract Execution.

The key deliverables for this phase shall include but not be limited to the following:

- Tender Assessment Report (TARs) and Tender Award Recommendation Sheets (TARSs);
- Updated Total Project Budget Estimate;
- Final Business Case;
- Contract Documents - For Construction Issue (Main Construction Contract);
- Updated Project Execution Plan;
- Submission documentation for TAF Approval Gate 3 (Approval to Proceed).

2.4 Stage (iv) Construction

Services for this Stage will commence with the Client's Permission to Proceed issued in writing. The Consultant shall deliver all required services, outputs, processes and deliverables as outlined for Phase 6 contained in the TII Project Management Guidelines for National Road Projects (PE-PMG-02042), the Phase 6 requirements of the TII Cost Management Manual (PE-PMG-02044), and the associated requirements and deliverables of the IG and TAF. The required services shall include all relevant items contained above in '1.0 General Requirements'.

The key processes and outputs for this phase shall include but not be limited to the following:

- Mobilisation of Contracting Authority Representative Site Team;
- Contract Administration and Supervision of the Main Construction Contract;
- Manage communications with Client, Contractor and 3rd parties;
- Provision of Design Office support to Site Supervision Team;
- Review and acceptance of Contractor's Documents;
- Liaison with 3rd Parties as necessary;
- Liaison with Standing Conciliator as required;
- Risk Management;
- Reporting to Sponsoring Agency and Approving Authority;
- Review and certifying payments;
- Assessment of Compensation and Delay Events;
- Prepare Final Account;
- Management of the BIM process;
- Stage 3 Road Safety Audit;
- PSDP duties.

The Consultant shall act in the role of Employer's Representative (ER) as contained in the Conditions of Contract for the Main Construction Contract. It is required that the ER and his Site Team will engage proactively with the Contractor, Standing Conciliator and the Client to avoid Disputes arising. This will involve regular meetings between the parties to discuss and, where practicable, to agree issues in advance of a dispute arising, within the constraints of the Conditions of Contract.

The Consultant shall procure the completion and closeout of a Stage 3 Road Safety Audit in accordance with TII Road Safety Audit procedures (GE-STY-01024). The Stage 3 RSA shall be arranged to be carried out prior to the issue of a Certificate of Substantial Completion for the Main Works Contract. The costs of the independent Stage 3 RSA shall be included in the Consultant's fees Team shall be borne by the Client. The Consultant shall agree the Stage 3 RSA closeout with the auditors and prepare a list of remedial works as may be required. He shall consult with the Client in respect of any additional and/or remedial Works arising from the RSA.

The Consultant shall provide the Site Supervision Team for the duration of the Construction Period. The minimum requirement for Site Supervision throughout the period of construction shall be:

- 1 Employer's Site Representative
- 1 Resident Engineer
- 1 Clerk of Works

The Site Supervision Team shall have the level of experience appropriate to the elements of work in progress at the time and as outlined in this document. They shall be interchanged, supplemented and supported by staff with specialist knowledge and experience as necessary, during earthworks, drainage, pavement, structural and environmental works. The Employer's Site Representative and the Employer's Representative shall be continuous through the duration of the Works and shall be available through the Defects Period. The fees shall include for the design office support of the site supervision team for contractual, supervision or technical issues that arise. The fees shall also include for holiday replacement of the site supervision staff. Site facilities for the Site Supervision Team shall be limited to those specified within the Main Construction Contract. The Client shall not be responsible for provision of any facilities for the Consultant. All Personal Protective Equipment required by Site Staff shall be provided by the Consultant as their Employer.

Changes to Site Staff personnel shall not occur without the Client's prior approval and only if a suitable alternative is provided.

The Site Supervision Team shall be available on site during the Contractor's approved working hours, including holiday periods at no additional cost to the Client.

The Consultant's Site Staff shall comply with the Contractor's Safety & Health Plan for the Site.

The Site Supervision Team shall maintain adequate and comprehensive records to support the Client during any Dispute Resolution procedures that may arise. The TCC PM and DoT shall have access to all of the Site Team records and Contract Correspondence through the BIM platform.

The Consultant shall allow for costs of inspection visits to the fabrication workshops for the proposed Suir River Bridge. Allowance should be made for 3 visits of two days duration each.

The Consultant shall follow the procedures contained within the TII Cost Management Manual (PE-PMG-02044), Phases 6 and 7, to manage and report on costs. Where the TII Cost Manual refers to approvals this shall be read as DoT or TCC as appropriate. The Consultant shall make the Client aware of any potential changes to the Initial Contract Sum and Contract Period in order to allow him to identify any mitigation measures. Any proposed Change Orders shall follow the procedures in the Cost Management Manual with the DoT acting as the Approving Authority.

2.4.1 Defects Period

The Consultant shall continue to provide Services through the Defects Period of the Main Construction Contract. The Consultant shall prepare a Snag List identifying all outstanding Works and items to be addressed by the Contractor during the Defects Period. The Consultant's Site Representative shall visit the site at intervals appropriate to the nature and volume of the Works being carried out, and at a minimum, monthly during the Defects Period. The Consultant shall provide a monthly report to the TCC PM of Works carried out and Works remaining outstanding during this Period.

A Final Account Report shall be submitted by the Consultant using the template contained in Appendix A6.5 of the TII Project Manager's Manual for National Road Projects (PE-PMG-02042).

The Consultant shall provide a Maintenance Manual to the Client during this period relating to the River Suir Bridge identifying periods for inspection, level of inspection and identifying those elements that will require maintenance and replacement over its Design Life. In particular this shall include painting and protective coatings, bearings, lighting and structural connections. The BIM shall contain

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a listing of all parts and materials along with their data sheets to facilitate maintenance by the Local Authority.

At the end of the Defects Period, the Employer's Representative will issue a Defects Certificate in accordance with the Contract. The Employer's Representative will be responsible for ensuring that all defects are satisfactorily addressed during the Defects Period and that a Defects Certificate is issued in accordance with the Contract.

The Consultant, as PSDP, shall compile the Safety File and submit this to the Client during this period and prior to issue of a Final Certificate to the Contractor. The Main Works Contract shall require the completion of any additional works arising from the Stage 3 RSA prior to the issue of a Final Certificate.

2.5 Stage (v) – Handover of the Works

2.5.1 Introduction

Services for this Stage will commence with the Client's Permission to Proceed issued in writing. The Consultant shall deliver all required services, outputs, processes and deliverables as outlined for Phase 7 contained in the TII Project Management Guidelines for National Road Projects (PE-PMG-02042), the Phase 7 requirements of the TII Cost Management Manual (PE-PMG-02044), and the associated requirements and deliverables of the IG and TAF. The required services shall include all relevant items contained above in '1.0 General Requirements'.

Following issue of the Final Certificate for the Works, the Consultant shall prepare a Completion Report for issue to the Client. The Project Completion Report shall be based on the template contained in Appendix A7.1 and A7.2 of the TII Project Manager's Manual for National Road Projects (PE-PMG-02042) and shall contain the following as a minimum:

- I. Final Outturn Cost Report containing as-constructed costs using the same cost headings as the Final Business case. Additional costs headings shall be added where applicable to reflect the full out turn cost of the construction phase;
- II. Review of management procedures, outlining the processes used and where they succeeded or failed;
- III. Risk Management Report, including the final Risk Register identifying which items arose, and their implications on programme, quality and budget;
- IV. Lessons Learned Register, identifying particular issues that arose that may be applicable to future projects;
- V. Handover of management of all BIM information and files compiled during the commission to the TCC PM.

The TCC PM shall organize a Post Project Review which shall be attended by the Consultant to discuss any issues arising from the Project. A Lessons Learned Report shall be prepared based on the Review. The review shall be attended by the Employer's Representative, Employer's Site Representative, TCC Project Manager and representatives of DoT and other relevant personnel as required.

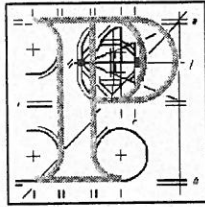
The Consultant shall arrange a handover of the BIM CDE to TCC and DoT. This shall contain a full record of all of the Project data generated or compiled from the date of the Consultant's appointment through to handover. This shall include the Background Information provided to the Consultant on his appointment. This shall include the 'Digital Twin' of the scheme and represent all of the elements constructed.

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Appendix A – An Bord Pleanála Approval

An Bord Pleanála



PLANNING AND DEVELOPMENT ACTS 2000 TO 2014

Tipperary County Council

An Bord Pleanála Reference Number: 79.JP0024

APPLICATION by Thurles Town Council for approval under section 177AE of the Planning and Development Act 2000, as amended, in accordance with plans and particulars, including a Natura impact statement, lodged with An Bord Pleanála on the 20th day of January, 2014.

PROPOSED DEVELOPMENT: Provision of a single carriageway relief road from the N62 Slievenamon Road at its junction with Clongour Road to Mill Road south of The Glebe housing estate. The road will include a new 50 metre span tied bowstring arch bridge over the River Suir along with a new signalised crossroad junction on the Slievenamon Road, a new priority tee junction on Mill Road and five number intermediate priority junctions. The proposed development will include footpaths and cycle lanes along with ancillary drainage, attenuation ponds, water mains, ducting, signage and public lighting along with some flood alleviation channel improvement works to the River Suir, at Monakeeba and Clongower, Thurles, County Tipperary.

DECISION

APPROVE, subject to conditions, the proposed development based on the reasons and considerations set out under.

MATTERS CONSIDERED

In making its decision, the Board had regard to those matters to which, by virtue of the Planning and Development Acts and Regulations made thereunder, it was required to have regard. Such matters included any submissions and observations received by it in accordance with statutory provisions.

REASONS AND CONSIDERATIONS

In coming to its decision the Board had regard to the following:

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- (a) the EU Habitats Directive (92/43/EEC);
 - (b) the European Communities (Birds and Natural Habitats) Regulations, 2011;
 - (c) the conservation interests and conservation objectives of the Lower Suir Valley Special Area of Conservation (Site Code: 002137);
 - (d) the document entitled "Appropriate Assessment of Plans and Projects in Ireland: Guidance for Planning Authorities" issued by the Department of the Environment, Heritage and Local Government in 2009, updated 2010;
 - (e) the Design Manual for Urban Roads and Streets published by the Department of Transport, Tourism and Sport in March, 2013;
 - (f) the Thurles and Environs Development Plan 2009-2015;
 - (g) the likely consequences for the environment and the proper planning and sustainable development of the area in which it is proposed to site the proposed development and the likely significant effects of the proposed development on a European site;
 - (h) the submissions and observations received in relation to the likely effects on the environment, and
 - (i) the report of the Inspector and recommendation of the person appointed by the Board to make a report and recommendation on the matter.

The Board considered the Natura impact statement and associated documentation submitted with the application for approval and the mitigation measures contained therein, the submissions and observations on file and the Inspector's assessment. The Board completed an appropriate assessment of the potential impacts of the proposed development on the affected Natura 2000 site, namely the Lower Suir Valley Special Area of Conservation (Site Code 002137). The Board was satisfied that the proposed development, in itself or in combination with other plans and projects, would not have an adverse effect on the integrity of the European site, in view of the site's conservation objectives.

The Board considered that, subject to compliance with the conditions set out below, the proposed development would not give rise to any serious environmental effects, would not injure or interfere with the archaeology of the area, would not seriously injure the amenities of the area or of properties in the vicinity, and would result in significant improvement to traffic movement in Thurles Town. The proposed development would, therefore, be in accordance with the proper planning and sustainable development of the area.

CONDITIONS

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1. The proposed development shall be carried out and completed in accordance with the plans and particulars lodged with the application, except as may otherwise be required in order to comply with the following conditions.

Reason: In the interest of clarity.

2. (a) The local authority and any agent acting on its behalf shall implement in full the mitigation measures contained in the Natura impact statement which was submitted with the application.
- (b) Prior to the commencement of development the local authority shall consult with the National Parks and Wildlife Service in respect of the protection of the local otter population and shall comply with their recommendations and with advice as set out in the Guidelines for the Treatment of Otters Prior to the Construction of National Road Schemes (National Roads Authority) in relation to the proposed works.

Reason: To ensure the protection of habitats and species of conservation interest.

3. The local authority and/or any agent acting on its behalf shall facilitate the preservation recording and protection of archaeological materials or features that may exist within the site. In this regard the local authority and/or any agent acting on its behalf shall :-

- (a) employ a suitably-qualified archaeologist who shall carry out a programme of pre-development testing as appropriate and who shall monitor all site investigations and other excavation works, and
- (b) provide adequate arrangements for the recording and for the removal of any archaeological material which the local authority considers appropriate to remove.

Reason: In order to conserve the archaeological heritage of the site and to secure the preservation and protection of any remains that may exist within the site.

4. The design and construction of culverts and stream crossings shall have regard to the provisions of National Roads Authority publication "Guidelines for the Crossing of Watercourses during the Construction of National Road Schemes".

Reason: In the interest of ecological protection.

5. Existing trees and hedges which are to be removed as part of the development works shall be replaced with suitable new planting along the roadside boundary.

Reason: In the interest of visual amenity.



**Member of An Bord Pleanála
duly authorised to authenticate
the seal of the Board.**

Dated this 7th day of July 2014

Appendix B – Specific Requirements for the River Suir Crossing

The River Suir Crossing shall comply with the planning approvals obtained for the Thurles Inner Relief Road. A Bridge Options Report was prepared in 2013 by previous Consultants and is included in the Information Pack. Option 3 of that Report was selected as the preferred option and was included in the scheme presented for Planning Approval. The chosen bridge comprises a tied bowstring steel arch spanning the River Suir and a local access to the east of the river.

Key Considerations

The report identified the most critical technical considerations for the bridge as:

- The River Suir flood levels and flood plain requirements;
- The minimizing of the vertical alignment to reduce impact on both the flood plain and the industrial site (now developed as Lidl Supermarket);
- Aesthetic considerations.

Approval under Section 50 of the 1945 Arterial Drainage Act was granted for the structure in February 2015. It should be noted that the OPW approval also references 1.8m and 1.5m diameter culverts providing connectivity of the flood plain. The terms of the OPW consent must be incorporated into the detailed design.

A Preliminary Design Report for the scheme was prepared in 2015 which provided further detail for the bridge. This does not represent a detailed design and the Consultant shall be fully responsible for the detailed analysis, design, specification and construction supervision of the proposed bridge, in conjunction with the Thurles Inner Relief Road.

The key features of the preliminary bridge design are:

The form of bridge is a tied steel bowstring arch bridge formed by two parallel arches;
The arches are approximately 10m above deck level at midspan;
A composite deck is suspended by vertical cables from the arches;
The clear span between abutment faces is 50m;
The substructure comprises reinforced concrete bank seat abutments supported on end bearing bored reinforced concrete piles;
The deck is of varying width to accommodate vehicles with shared cyclists and pedestrian facilities on both sides of the carriageway. It varies in width between 20.3m at abutments to 28.3m at midspan, in a parabolic curve on plan.

The Preliminary Design Report provides estimated sizes for structural members, these shall be taken for information only and are not to be considered as detailed design. The Consultant shall prepare a Design based on his own analysis to determine structural member sizes and positions. The Design shall also incorporate any updates to design Standards, Codes of Practice and policies that have taken place since the preparation of the Preliminary Design.

River Suir Bridge Requirements

Arising from the Bridge Options Report, Preliminary Design Report, OPW Section 50 approval and S177AE approval, the following is a list of minimum requirements for the River Suir Bridge. The Consultant shall ensure that all conditions attached to approvals are incorporated into the Design and Contract Documents. The Consultant shall also consult with the relevant

authorities and incorporate any further or amended requirements of them. The following are the minimum requirements:

- The bridge location shall be determined by the approved road alignment and in liaison with the road designer;
- The Bridge shall have a clear span over the River Suir and an adjacent riverside access, with no permanent or temporary works in the River;
- The Bridge shall be of the aesthetic form described in the Preliminary Design Report, with twin supporting bowstring arches supporting the deck via vertical hangers;
- The Arches shall have a rise of approximately 10m from the springing points;
- The Design shall ensure that no works, temporary or permanent, will be within 5m of the River bank;
- The bridge shall carry a road cross section containing the following:
 - 7m carriageway,
 - 1.8m verge on both sides, (width may change to suit position of VRS and vertical hangers),
 - 2.0m cycleways on both sides, (to comply with National Cycling Manual),
 - 1.8m footpaths on both sides, (varies in width to incorporate public seating area).
- A Vehicle Restraint System shall be provided on the trafficked side of the hanger cables;
- A restraint system shall also be provided to protect cyclists from striking the vertical cables and deck anchorages;
- The Design shall consider wind dynamic response of the Bridge Structure in accordance with IS EN 1994-1-4 and the National Annex;
- A pedestrian guardrail shall be provided to the footpath/cycleways;
- The cycleways shall be segregated from the footpaths;
- The cross section of the deck shall vary to incorporate a public seating space similar to that depicted in the plan drawings contained in the Information Pack;
- The design shall include Public lighting on the bridge, with architectural lighting of the seating area;
- The Structure shall be maintenance free for 25 years following construction;
- No services or utilities, other than Public Lighting, shall be incorporated into the Bridge Structure or carried over the bridge, without the prior approval of the Client;
- Bridge deck drainage shall comply with TII DN-STR-03009, DN-STR-03012 and DN-STR-03006;
- The bridge shall be subject to a Category 3 check as defined in DN-STR-03001.

The Consultant shall be responsible for the full design of all structures and shall prepare a submission for Technical Acceptance of the Suir Bridge, and any other relevant structures, in accordance with TII publication DN-STR-03001. The Department of Transport shall provide the Technical Acceptance Certification in place of TII as described in that document. The Consultant shall procure an independent Consultant to carry out the Category 3 check, the cost of which shall be borne by the Client. The Checking Team shall be from a separate organization who shall maintain independent Professional Indemnity to the value of €6.5M and whose appointment shall be agreed in writing with the Client. The Consultant shall meet with the CAT 3 checker at regular intervals and shall mutually agree and incorporate any amendments or comments raised by the checker as part of his services.

Whilst the Consultant shall not be responsible for preparing the Temporary Works Design for the erection of the Bridge, he shall outline a proposed sequence and method of construction, taking account of space available for the assembly and erection of the structure as well as the transport of elements to the site. The Consultant shall receive and review all Temporary Works submissions from the Contractor on behalf of the Client to ensure that the Contractor's proposals are not detrimental to the permanent Works or public safety. Such liaison and review is deemed to be included within the Consultant's normal duties.

The Consultant shall note the BIM requirements stated earlier in this brief which shall particularly apply to the River Suir Bridge. The Consultant shall provide a maintenance manual to the Client on completion of construction outlining the major elements that will require maintenance over 5 year intervals. This shall include proposed access methods for inspection and/or replacement of structural elements as may be necessary.