



Comhairle Chontae Uíbh Fhailí
Offaly County Council

RAHAN FLOOD RELIEF SCHEME

Tullybeg Rahan, Co. Offaly – River Clodiagh

[Abstract](#)

The Services shall be performed to a level of detail sufficient to obtain statutory consent, to permit the works to be priced by a competent contractor without further design, to permit the works to be constructed by an OPW direct labour unit from the information issued, and to permit the Client and the OPW to operate and maintain the completed Scheme for its design life.

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Table of Contents

1. Introduction.....	4
1.1 Background	4
1.2 Project Objectives	4
1.3 Project Structure	4
1.4 Scope of Services — Overview.....	5
2. Project Areas	5
2.1 Scheme Area.....	5
2.2 Project Watercourse	6
2.3 Project Area Constraints	6
2.4 Interfacing Projects	7
3. General Technical Services	7
3.1 General Requirements	7
3.2 Preceding Work and Existing Data.....	7
3.4 Structural Assessment of Existing Structures.....	8
3.5 Property and Structure Condition Survey.....	8
3.6 Property and Land-Holding Schedule.....	9
3.7 Surveys and Investigation	9
3.8 Asset Naming and the Flood Defence Assets Register.....	9
4. General Management Services	9
4.1 General Requirements	9
4.2 Steering Group Meetings.....	9
4.3 Weekly Progress Updates.....	10
4.4 Progress Reports.....	10
4.5 Programme Requirements	10
4.6 Programme Management	11
4.7 Team Changes	11
4.8 Change Management.....	11
4.9 Workshops.....	12
4.10 Gateway Approvals.....	12
4.11 Safety, Health and Welfare Requirements.....	13
5. Stakeholder and Public Engagement.....	14
5.1 General Requirements	14
5.2 Public Information Session	14
5.3 Landowner Liaison.....	14
5.4 Statutory and Other Consultees	14
5.5 Responding to Queries from Third Parties.....	14

5.6 Briefing Notes	14
5.7 Data Protection	14
5.8 Irish Language	14
6. Contract Management Services	15
6.1 General Requirements	15
6.2 Production of Specifications	15
6.3 Invasive Species Treatment	15
7. Scope of Services — Stage (ii a): Consent Processes and Detailed Design	16
7.1 General Requirements	16
7.2 Environmental Assessment	16
7.3 Consent Applications	17
7.4 Land Acquisition and Landowner Liaison	18
8. Scope of Services — Stage (ii b): Detailed Design and Works Package	18
8.1 Post-Consent Update and Detailed Design	18
8.2 Works Package Preparation	19
10. Scope of Services — Stage (iv): Construction Works	20
10.1 General Requirements	20
10.2 Technical Support to the OPW Direct Labour Unit	20
11. Scope of Services — Stage (v): Handover of Works	21
11.1 Sub-Stage (v a) — Handover (3 months)	21
11.2 Sub-Stage (v b) — Defects Period (12 months)	22
12. Deliverables, Formats and Intellectual Property	22
13. Personnel	23
14. Additional Services and Exclusions	23
Appendix A — Planning Documentation Requirements	23
Appendix B — Spatial Data	24
Appendix C — Standard Abbreviations for Works and Defence Assets	24
Appendix D — Operation and Maintenance Protocol Document	24

OFFALY COUNTY COUNCIL

in partnership with the Office of Public Works

RAHAN FLOOD RELIEF SCHEME

Tullybeg, Rahan, Co. Offaly — River Clodiagh

Engineering and Environmental Consultancy Services

VOLUME A

WORKS REQUIREMENTS — CONSULTANT'S BRIEF

Stages (ii) to (v)

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Procured in accordance with the Capital Works Management Framework

1. Introduction

1.1 Background

1.1.1 Rahan (Tullybeg), Co. Offaly is at risk of fluvial flooding from the River Clodiagh, a maintained channel under the Arterial Drainage Acts. Following the Shannon CFRAM Study, the OPW completed a project-level Flood Risk Management Assessment and Feasibility Report (2018, Rev 1.0 and Rev 1.1) which identified a technically viable preferred scheme with a benefit-cost ratio of 1.183 on a 2018 cost base.

1.1.2 The properties at risk are those to the rear of College View, together with the Uisce Éireann wastewater treatment plant. The Rahan monastic complex, a recorded monument, lies on the opposite bank.

1.1.3 The Client and Contracting Authority is Offaly County Council. The Scheme is funded by the Office of Public Works under the Minor Flood Mitigation Works and Coastal Protection Scheme. The OPW is not a party to the Consultant's Agreement but sits on the Steering Group and its approval is required at the points identified in Section 4.10.

1.1.4 The Client's contact for the purposes of the Services is Paul Browne, Senior Executive Engineer, Offaly County Council.

1.2 Project Objectives

1.2.1 The objectives of the Project are:

- to protect the properties at risk and the wastewater treatment plant to the 1% AEP fluvial standard with appropriate freeboard, demonstrated by hydraulic analysis;
- to obtain statutory consent under Part 8 within the Performance Period for Stage (ii);
- to produce a design and works package capable of being constructed by an OPW direct labour unit;
- to deliver the Scheme in accordance with the Capital Works Management Framework and the Infrastructure Guidelines;
- to deliver the Scheme within the approved cost and to report on cost out-turn against approval.

1.3 Project Structure

1.3.1 The Client is the Contracting Authority and the employer under the Consultant's Agreement. A Steering Group comprising the Client and the OPW oversees the Project and meets in accordance with Section 4.2.

1.3.2 Certain specialists are engaged directly by the Client or by the OPW and are advisory to the Client rather than to the Consultant. These include the Project Archaeologist. The Consultant shall cooperate with them, but shall not instruct them.

1.3.3 Officers of Offaly County Council with relevant expertise — including the Heritage Officer, Conservation Officer, Planners, Environment Section and Area Engineers — will contribute to the Project through the workshops at Section 4.9 and otherwise as convened by the Client. The Consultant shall collaborate with them.

1.3.4 Competent experts engaged by the Consultant to carry out EIA screening, Appropriate Assessment screening and any Natura Impact Statement shall satisfy the requirements of the relevant legislation.

1.4 Scope of Services — Overview

1.4.1 Level of Detail

1.4.1.1 The Services shall be performed to a level of detail sufficient to obtain statutory consent, to permit the works to be priced by a competent contractor without further design, to permit the works to be constructed by an OPW direct labour unit from the information issued, and to permit the Client and the OPW to operate and maintain the completed Scheme for its design life. The reference to pricing by a competent contractor is a standard of completeness only and does not extend to any service relating to the procurement of a works contractor; see Section 9.

1.4.1.2 The Consultant is the designer of the Scheme and carries full design responsibility. No approval, comment or absence of comment by the Client, the OPW or the Steering Group operates as an acceptance of the adequacy of the design.

1.4.2 Overview of Stage (ii a) — Consent Processes and Detailed Design

Validation of the Stage (i) outputs and the design basis; supplementary survey and investigation; environmental assessment; preparation and management of the Part 8 application and the associated consents and licences; landowner liaison and wayleave agreement; management of the statutory process to a decision of the elected members.

1.4.3 Overview of Stage (ii b) — Detailed Design

Fixing of the design against the consent; detailed civil, structural and geotechnical design of the confirmed Scheme; the Stage (ii b) Design Report; the Detailed Design O&M Protocol Document; and preparation of the works package documentation for direct labour delivery.

1.4.4 Overview of Stage (iv) — Construction Works

Technical support to the OPW direct labour unit, design authority, review and endorsement of materials and test results, release of hold points and site attendance. PSDP duties continue throughout.

1.4.5 Overview of Stage (v) — Handover of Works

Commissioning, as-built survey and modelling, Safety File, as-built drawings, final O&M Protocol Document and training, update of the defence asset database, financial close-out, Scheme Completion Report, and administration of the twelve-month Defects Period.

2. Project Areas

2.1 Scheme Area

2.1.1 The Scheme Area comprises the right bank of the River Clodiagh at Tullybeg, Rahan, Co. Offaly, extending approximately 430 metres from the Rahan Bridge parapet eastwards

past the College View properties and the wastewater treatment plant to high ground towards the Rahan GAA grounds, together with the working corridor, access routes and the lands over which wayleaves are required.

2.1.2 The defence is a reinforced concrete flood wall along the full alignment. Both defined reaches — W1 to the rear of the WWTP and College View properties, and W2 encompassing the wastewater treatment plant and running eastwards — are to be constructed as flood wall. Design crest levels are 49.5 mOD to 49.7 mOD.

2.1.3 Embankment is used only at the tie-in points, being the tie-in to high ground at the eastern end of the wastewater treatment plant and the tie-in to the Rahan Bridge parapet. Embankment does not form a defence reach in its own right.

2.1.4 Certain documents provided under Section 3.2, having been prepared at feasibility stage, present wall and embankment as alternative forms of construction for the eastern reach and identify a bank-raising measure as an option. **Those options are closed.** The confirmed position is as stated at 2.1.2 and 2.1.3, and the Services do not include an optioneering exercise to reopen them. Where any document provided under Section 3.2 conflicts with this Section 2.1, this Section 2.1 governs.

2.1.5 The outline design established at feasibility comprises a wall of approximately 1.0 m above ground and 0.7 m below ground on a reinforced concrete footing approximately 1.1 m wide and 200 mm thick at approximately 0.9 m depth, in C32/40 air-entrained concrete to exposure class XC2. This is an outline only and shall be verified and developed by the Consultant.

2.1.6 Associated works comprise land drainage with perforated land drains outfalling to the river through non-return flap valves; removal of approximately 21 no. trees and bankside vegetation; reinstatement, replacement planting and landscaping; fencing, access and pedestrian access to the river bank; and service diversions and protection.

2.1.7 Climate adaptation. The wall foundations and stem shall be designed to permit future raising of 300 mm to 500 mm without reconstruction of the foundation. Wayleaves at the tie-in points shall be sized to accommodate a corresponding future increase. The existing arterial drainage maintenance regime shall be retained and shall not be obstructed by the design.

2.2 Project Watercourse

2.2.1 The Project Watercourse is the River Clodiagh at Rahan, a channel maintained by the OPW under the Arterial Drainage Acts. The Consultant shall have regard to the maintenance regime in the design, in the consent documentation and in the O&M Protocol Document.

2.3 Project Area Constraints

2.3.1 The following constraints are known to the Client at the date of issue and are not exhaustive:

- the operational wastewater treatment plant, which shall remain in operation throughout construction;
- Rahan Bridge and its parapet, at the western tie-in;
- the recorded archaeology of Rahan Demesne and the setting of the Rahan monastic complex on the opposite bank, addressed under Archaeological Assessment Licence 22E0158;

- variable ground conditions, being granular soils recorded in Trial Holes A to C and variable clay cover recorded in Trial Holes D to F;
- riparian habitat, trees and protected species along the working corridor;
- Inland Fisheries Ireland seasonal working windows;
- private lands and boundaries at College View and the GAA grounds;
- the public road and access to it.

2.4 Interfacing Projects

2.4.1 The Consultant shall identify at inception, and maintain under review, any project of the Client, the OPW, Uisce Éireann or a utility undertaker that interfaces with the Scheme, and shall report on the interface in each Progress Report.

3. General Technical Services

3.1 General Requirements

3.1.1 The Consultant shall undertake the duties in this Section as relevant to each Stage and within the associated Performance Periods.

3.1.2 The Consultant shall establish and maintain a **Data Register** identifying all data relevant to the Project, with a description, the data owner, the party responsible for obtaining it and the date required. The Data Register shall be issued with each Progress Report.

3.2 Preceding Work and Existing Data

3.2.1 The following are provided in Volume D – Additional Information. They are provided for the assistance of the Consultant and do not form part of the Works Requirements. The Consultant shall satisfy itself as to their adequacy, completeness and currency.

Ref	Document
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E1	Rahan Flood Risk Management Assessment and Feasibility Report, 2018_REP_260304, Rev 1.0 and Rev 1.1
E2	Proposed Scheme and landowner review drawings, series 2018/DR/001 (PD01 to PD04)
E3	Screening for Appropriate Assessment, Rahan (updated 08/06/2026), including the 2022 and 2026 ecological walkover surveys
E4	EIA Screening Report, Rahan
E5	Report on Archaeological Assessment, Rahan Demesne, Co. Offaly (Licence 22E0158)
E6	Trial Hole Logs, Trial Holes A to F, and Rev 1
E7	Scheme programme
E8	Shannon CFRAM Study outputs for the Clodiagh at Rahan — hydrology, hydraulics and flood mapping, available on request

3.2.2 The Consultant shall review the CFRAM hydrology and the hydraulic model, shall verify their applicability to the Scheme, and shall record in the Design Decision Register any departure from them. That review shall be a reasonable professional review sufficient to

verify the design flood levels, freeboard and crest levels for the design event and to support the residual and overtopping risk assessment at 7.1.4.

3.2.3 Basis on which the hydraulic model is provided.

3.2.3.1 The hydraulic model and its supporting files, together with the associated hydrology, model results and flood mapping held by the Client and the OPW, will be provided to the Consultant on appointment. The model was built for the OPW as part of the Stage (i) feasibility work, by a competent consultant, for this purpose, and is provided in good faith as the basis of the Scheme.

3.2.3.2 The Consultant is not required to reconstruct or rebuild the model, to re-derive the hydrology, or to convert the model to a different software platform, and the Fee shall include no allowance for doing so. The Fee shall include for the review at 3.2.2, the verification at 7.1.3, the residual risk assessment at 7.1.4, and the confirmatory, sensitivity and climate-change runs required to discharge those duties, using the model as provided.

3.2.3.3 Where, having carried out the review at 3.2.2, the Consultant reasonably concludes that a rebuild, a conversion or model development beyond those runs is required, it shall notify the Client in writing with its reasons before carrying out any such work. Where the Client instructs that work in writing it shall be paid as an additional service at the Tendered Time Charges. Hydrological and hydraulic modelling work so instructed is charged at the Senior Engineer (Civil / Structural) rate.

3.2.3.4 The Client does not warrant the accuracy or completeness of the model or of any other material provided under 3.2.1. The Consultant remains responsible for its own design and for the conclusions it draws from that material.

3.2.3.5 The files are provided for use on this Commission only and are subject to any licence, copyright or third-party conditions attaching to them, which will be notified on appointment.

3.3 Field Inspections

3.3.1 The Consultant shall carry out field inspections of the Scheme Area sufficient to inform the design, the consent documentation and the construction methodology. The Consultant shall carry out its own hazard and risk assessment for field inspections and shall not rely on any assessment provided by the Client.

3.4 Structural Assessment of Existing Structures

3.4.1 The Consultant shall carry out a structural assessment of Rahan Bridge and its parapet sufficient to design the western tie-in, and shall assess the boundary structures of the wastewater treatment plant at the interface with the works.

3.5 Property and Structure Condition Survey

3.5.1 The Consultant shall carry out condition (dilapidation) surveys, with photographic record, of any property or structure within ten metres of the works, including the WWTP boundary structures, Rahan Bridge and the College View boundaries. Allow for three formal condition reports.

3.6 Property and Land-Holding Schedule

3.6.1 The Consultant shall prepare and maintain a Property and Land-Holding Schedule identifying every landowner, occupier and holder of an interest in the lands required, with title research as necessary, and shall prepare the associated landowner maps and schedules. The Schedule shall be updated with each Progress Report.

3.7 Surveys and Investigation

3.7.1 The Consultant shall specify, procure on the Client's behalf, supervise and interpret all supplementary surveys and investigations required, including topographic verification, utilities and services survey including ground-penetrating radar where required, supplementary ground investigation, and any further ecological survey required to keep the environmental screening current.

3.7.2 The costs of specialist survey and investigation contractors are borne directly by the Client. The Consultant's specification, procurement, supervision and interpretation of that work are included in the Fee.

3.8 Asset Naming and the Flood Defence Assets Register

3.8.1 The Consultant shall adhere to the OPW naming convention for works and defence assets on Flood Relief Schemes, as set out in Appendix C, and shall complete the OPW standard format **Flood Defence Assets Register**.

3.8.2 The naming convention and the Assets Register shall be embedded in the drawings, the specification, the O&M Protocol Document and the as-built records, and shall be carried through consistently from Stage (ii) to Stage (v).

4. General Management Services

4.1 General Requirements

4.1.1 The Consultant shall nominate a Project Manager who shall be a Chartered Engineer, shall be the single point of contact for the Client, and shall have authority to commit the Consultant's resources.

4.2 Steering Group Meetings

4.2.1 The first Steering Group Meeting shall be held within two weeks of appointment.

4.2.2 Steering Group Meetings shall be held every **four weeks** throughout all Stages, at the offices of the Client in Tullamore, at an OPW office, or online as the Client directs.

4.2.3 From the commencement of Stage (iv) and throughout Stage (v), the Consultant shall ensure the attendance of the key members of the Site Supervision and Design Teams.

4.2.4 The Consultant shall submit an agenda and a Progress Report not more than seven and not less than five working days in advance of each meeting, in a reporting template agreed with the Client.

4.2.5 The Consultant shall minute the meetings, including actions, responsibilities and deadlines, and shall circulate the minutes within three working days.

4.3 Weekly Progress Updates

4.3.1 The Consultant's Project Manager shall provide the Client with a weekly email memo covering, at minimum: progress in the preceding week; any delay encountered and the reason for it; planned work for the following week; and a brief comparison against the baseline programme.

4.4 Progress Reports

4.4.1 Progress Reports shall cover all engineering and environmental aspects of the Project and shall be accompanied by up-to-date versions, with changes highlighted, of the following:

- Health and Safety hazard and risk assessments;
- Data Register;
- Project Programme, with the critical path clearly indicated, in PDF and MS Project-compatible format;
- a list and description of every instance of slippage since the preceding Report;
- a table of resources applied by the Consultant in the preceding period;
- Project Risk Register;
- Schedule of Issues and Actions;
- **Design Decision Register**, setting out design assumptions, the basis of each assumption, the associated uncertainty and impact, and the design mitigation required for each asset or element;
- Stakeholder Register;
- record of consultation with stakeholders, including any presentation to the elected members;
- record of communication with landowners, with the Property and Land-Holding Schedule updated;
- financial and cost report, setting out the current fee position, the construction cost estimate, the risks to those estimates and the measures proposed to mitigate them.

4.4.2 During Stage (iv) the Progress Report shall additionally include a Construction Risk Register; a Works Completion Register showing percentage completion of each element and any outstanding element; a financial update covering value engineering proposals, interim payment applications, notified claims and the budgetary overview; a list of specialists, subcontractors and material suppliers engaged; and a photographic record of the works referenced to location and element.

4.5 Programme Requirements

4.5.1 The Consultant shall provide a programme delivering each Stage within the following Performance Periods, each running from the commencement of the Stage concerned:

Stage	Description	Performance Period	Status
(ii a)	Consent Processes	6 months	Commencement

Stage	Description	Performance Period	Status
(ii b)	Detailed Design and Works Package	4 months	Instruction to Proceed following consent
(iv)	Construction Works	9 months	Firm
(v a)	Handover of Works	3 months	Firm
(v b)	Defects Period	12 months	Firm

4.5.2 The overall contract period is 34 months from Commencement, comprising the aggregate of the Performance Periods for Sub-Stage (ii a) 6 months, Sub-Stage (ii b) 4 months, Stage (iv) 9 months, Sub-Stage (v a) 3 months and Sub-Stage (v b) 12 months.

4.5.3 Time spent awaiting a Client or OPW approval, or awaiting a decision of the elected members, is not counted against a Performance Period, provided the Consultant has submitted a complete and compliant deliverable and has given the notice required by 4.10.3.

4.5.4 A contingency of six weeks is held by the Client as float against the statutory consent programme. That float applies to Stage (ii a) only, is the Client's, and is not available to the Consultant as of right.

4.5.5 The Consultant shall not alter the tendered Performance Periods without detailed justification and the Client's approval.

4.5.6 Stage (iv) is set at 9 months, being the upper end of the anticipated construction period of six to nine months, the construction programme being under the control of the Office of Public Works. Additional site attendance beyond the base scope at 10.2.2 is a Provisional Service under Item PS6 of the Pricing Document.

4.6 Programme Management

4.6.1 The Consultant shall resource, plan and phase its duties, and the procurement and duration of any third-party contract, so as to meet the Performance Periods and achieve the level of detail required by Section 1.4.1.

4.6.2 The Consultant shall proactively identify risks to programme and implement mitigation, using the Project Risk Register, with updates in each Progress Report.

4.7 Team Changes

4.7.1 The Consultant shall obtain the Client's approval in advance of any change to the team members assigned to the Project. Approval shall not be unreasonably withheld where an individual of at least equivalent standing is proposed.

4.8 Change Management

4.8.1 The Consultant shall submit a Change Order Request, whether in response to a Client's Change or where the Consultant considers a change to the scope necessary to deliver the objectives. Each Request shall be submitted four weeks in advance of the associated work, and shall include a description of the work, a breakdown of the costs proposed and a revised programme.

4.8.2 The Consultant shall not commence work the subject of a Change Order Request without the Client's approval.

4.8.3 The Consultant shall keep abreast of changes to relevant legislation, guidance and best practice, shall inform the Client immediately and in any event within four weeks of a change, and shall advise on its implications for the Project.

4.9 Workshops

4.9.1 Technical workshops shall be held to clarify technical requirements, to make all parties aware of the Consultant's methodologies and outcomes, and to allow design requirements from the relevant work areas within Offaly County Council to feed into the Project.

4.9.2 The following workshops are included in the Fee. Each is of one day or less and shall be attended by the relevant members of the Consultant's team.

Ref	Workshop	Stage
W1	Survey Specification Workshop	(ii a), at inception
W2	Environmental Constraints and Opportunities Workshop	(ii a), before consent documentation is drafted
W3	Buildability and O&M Review Workshop	(ii b), post-consent, before the works package is finalised
W4	Pre-Commencement Construction Methodology Workshop	(iv), before works commence

4.9.3 The Client may convene further workshops. Attendance at more than the four workshops above is an additional service.

4.10 Gateway Approvals

4.10.1 The following gateways are conditions precedent. The Consultant shall not commence the work of the following Stage, and no fee falls due in respect of it, until the gateway approval has been given in writing.

Gateway	Point	Approval required from
G1	Inception Report, validated programme and design basis	Client
G2	Part 8 documentation approved for lodgement	Client and OPW
G3	Statutory consent obtained; Instruction to Proceed to Stage (ii b)	Client and OPW
G4	Detailed design, works package and pre-tender estimate accepted; Instruction to Proceed to Stage (iv)	Client and OPW
G5	Confirmation of OPW direct labour mobilisation	Client and OPW
G6	Handover documentation, Safety File, as-built records and final O&M Protocol Document accepted	Client and OPW

4.10.2 Gateway G3 is the boundary between Sub-Stage (ii a) and Sub-Stage (ii b). Sub-Stage (ii b) shall not commence, and no fee falls due in respect of it, until the Instruction to Proceed has issued. A gateway approval is an approval to proceed only, and does not relieve the Consultant of any part of its design responsibility.

4.10.3 The Consultant shall allow the Client not less than fifteen working days to consider a gateway submission, and not less than twenty working days where OPW approval is also required.

4.10.4 Gateway G6 is not followed by a further Stage. Acceptance of the handover documentation at Gateway G6 is a condition of the final payment under Stage (v), and no part of the balance of the Stage (v) Fee falls due until that approval has been given in writing.

4.11 Safety, Health and Welfare Requirements

4.11.1 **General and legal.** The Consultant shall comply with the Safety, Health and Welfare at Work Act 2005 and the Safety, Health and Welfare at Work (Construction) Regulations 2013 (S.I. No. 291 of 2013), as amended.

4.11.2 **Safety Statement.** The Consultant shall maintain a Safety Statement covering the Services and shall make it available to the Client on request.

4.11.3 **Hazard and risk assessments.** The Consultant shall prepare and maintain hazard and risk assessments for all activities under the Services, and shall issue them with each Progress Report.

4.11.4 **Accidents and dangerous occurrences.** The Consultant shall notify the Client immediately of any accident or dangerous occurrence arising in connection with the Services, and shall report on the investigation and the preventive measures adopted.

4.11.5 **Duties of designers.** The Consultant and every entity performing design work shall discharge the duties of a designer under Section 17(2) of the 2005 Act and under the Construction Regulations, and shall maintain design risk assessments throughout.

4.11.6 **Duties as PSDP.** The Consultant shall be appointed and shall act as **Project Supervisor for the Design Process** from Commencement to completion of the Services and shall undertake **all** PSDP duties. There is no separate PSDP appointment. The Consultant shall prepare and maintain the Preliminary Safety and Health Plan, notify the Health and Safety Authority as required, coordinate the designers including the Client's directly engaged specialists, review the PSCS's Construction Stage Safety and Health Plan, and compile and deliver the Safety File.

4.11.7 The OPW will be appointed PSCS for the direct labour works.

4.11.8 **BCAR does not apply.** The Building Control (Amendment) Regulations do not apply to civil engineering flood defence works of this nature. No Assigned Certifier is required, no fee allowance is to be made for BCAR duties and no BCAR deliverable is required.

5. Stakeholder and Public Engagement

5.1 General Requirements

5.1.1 The Consultant shall maintain a Stakeholder Register identifying each stakeholder, the relevant contact and the key comments affecting the design or construction, and shall issue it with each Progress Report.

5.2 Public Information Session

5.2.1 The Consultant shall prepare exhibition material for the statutory public display, including not fewer than **four photomontages** of the defence as seen from College View, from Rahan Bridge and from the monastic site, and shall attend **one** public information session. Attendance at any further session is an additional service.

5.3 Landowner Liaison

5.3.1 The Consultant shall consult with the affected landowners and occupiers along the College View, WWTP and GAA frontages, building on the March 2022 landowner review, and shall continue that liaison through Stages (ii) to (v). Landowner liaison is required at each Stage and is not confined to the consent process.

5.4 Statutory and Other Consultees

5.4.1 The Consultant shall consult with Uisce Éireann in respect of the wastewater treatment plant, Inland Fisheries Ireland, the National Parks and Wildlife Service, the National Monuments Service, the relevant sections of Offaly County Council and any utility undertaker affected.

5.5 Responding to Queries from Third Parties

5.5.1 The Consultant shall prepare draft responses to queries from third parties for issue by the Client. The Consultant shall not correspond directly with a third party on a matter of substance without the Client's approval.

5.6 Briefing Notes

5.6.1 The Consultant shall prepare briefing notes for the Client on request, including notes to support presentations to the elected members and to the Chief Executive.

5.7 Data Protection

5.7.1 The Consultant shall comply with the General Data Protection Regulation and the Data Protection Acts in the collection, holding and processing of personal data, including landowner data collected under Section 3.6.

5.8 Irish Language

5.8.1 The Consultant shall comply with the Official Languages Acts in the preparation of public-facing material, including statutory notices, exhibition material and signage.

6. Contract Management Services

6.1 General Requirements

6.1.1 The Consultant shall procure and manage, on the Client's behalf, the third-party contracts identified in this Section. The Client pays those contractors directly; the Consultant's procurement, specification and management of them is included in the Fee.

6.2 Production of Specifications

6.2.1 The Consultant shall prepare specifications for all third-party services required, including topographic survey, utilities survey, ground investigation, ecological survey and archaeological monitoring, and shall obtain the Client's approval of each specification before procurement.

6.3 Invasive Species Treatment

6.3.1 The Consultant shall survey the Scheme Area for invasive species, shall specify any treatment required and the biosecurity measures to be adopted, shall programme treatment in advance of the works where treatment is required, and shall carry the requirements into the works package as enforceable obligations.

7. Scope of Services — Stage (ii a): Consent Processes and Detailed Design

7.1 General Requirements

7.1.1 Within three weeks of Commencement the Consultant shall submit an Inception Report comprising confirmation of the design basis and the assumptions on which it rests, a logic-linked programme covering Stages (ii) to (v), the Project Risk Register, the Data Register, the quality plan, the consents register, the communications protocol, and a schedule of any additional survey, investigation or analysis considered necessary. Acceptance is Gateway G1.

7.1.2 The Consultant shall review and validate the Stage (i) outputs, including the hydrological analysis, the hydraulic model, the design flood levels, the crest levels, the trial hole information and the archaeological assessment, and shall advise the Client in writing of any deficiency. The basis on which the hydraulic model is provided, and the limits of the Consultant's duty in respect of it, are set out at Section 3.2.3.

7.1.3 The Consultant shall apply for and manage all archaeological licences and notifications required under the National Monuments Acts..

7.1.4 The Consultant shall assess the residual and overtopping risk case, including overland flow paths and the consequences of a defence-exceedance event, and shall address the outcome in the consent documentation.

7.1.5 The review under this Section does not extend to reopening the form of construction. The defence is a wall, as stated at Section 2.1.

7.2 Environmental Assessment

7.2.1 The EIA Screening Report and the Screening for Appropriate Assessment (Stage 1) are Client-supplied final documents issued with the tender documents. Both are titled by their authors using the project name "Rahan Flood Alleviation Scheme"; that name and "Rahan Flood Relief Scheme" refer to the same Scheme. The Services do not include the carrying out of a new EIA screening or a new Appropriate Assessment screening, the preparation of an EIAR, or the preparation of a Natura Impact Statement.

7.2.2 The Consultant shall review and validate both reports against the design as developed, and shall confirm to the Client in writing at Gateway G2 that the screening conclusions remain valid. The Consultant shall prepare the material required to enable the Contracting Authority, as competent authority, to make and record its statutory screening determinations within the Part 8 process. The determinations themselves are made by the Contracting Authority; they have not been made at the date of this Brief.

7.2.3 The screening conclusions rest on the following stated bases, which the Consultant shall treat as constraints on the design: a continuous reinforced concrete wall of approximately 430 metres (W1 approximately 200m; W2 approximately 230m) tying directly into the Rahan Bridge parapet; a wall approximately 1.0m above and 0.7m below ground on a footing approximately 1.1m wide and 200mm thick at approximately 0.9m excavation depth; and, critically, that no in-stream works are carried out and no water is abstracted from the River Clodiagh. The "no in-stream works" basis underpins the exclusion of the otter, crayfish plague and surface water pathways in the Appropriate Assessment Screening and is not to be departed from without the Client's prior written agreement.

7.2.4 The Consultant shall notify the Client in writing immediately upon it becoming apparent that the design requires, or may require, any of the following: works below the top of the bank, including outfall headwalls, scour protection or bank reinstatement; any cut-off, piling or foundation solution extending materially below the 0.9m excavation depth assessed; any abstraction from or discharge to the river during construction; any works outside the assessed 430m alignment; or any embankment beyond the tie-in points, the embankment tie-ins not being expressly assessed in the screening reports. Updated screening, a Natura Impact Statement or an EIAR, where required, is a Provisional Service under Table D of the Pricing Document and shall not be commenced without a written instruction.

7.2.5 The Consultant shall prepare an ecological and biodiversity report covering the riparian corridor, the removal of approximately 21 no. trees and bankside vegetation on the right bank, otter, bat and breeding bird constraints, invasive species and biosecurity, and any derogation licensing strategy required. The Consultant shall note that the ecological baseline rests on walkover surveys of 10 February 2022 and 5 June 2026, that no dedicated bat roost assessment has been carried out, and that bats and otter are Annex IV species to which strict protection applies irrespective of the European site conclusions. Where the report indicates that a bat roost assessment, a derogation licence or a pre-construction update survey is required, those are Provisional Services under Table D of the Pricing Document.

7.2.6 The Consultant shall prepare an archaeological, architectural and cultural heritage assessment incorporating the findings of Licence 22E0158 and addressing the setting of the Rahan monastic complex.

7.2.7 The Consultant shall prepare a construction and operational stage water quality and fisheries protection method statement in consultation with Inland Fisheries Ireland, incorporating seasonal working windows and crayfish plague biosecurity measures having regard to the confirmed outbreak in the River Clodiagh at Clonaslee, and shall confirm that the Scheme does not cause deterioration in the status of the receiving water body under the Water Framework Directive.

7.3 Consent Applications

7.3.1 The Consultant shall prepare all documentation required for approval under Section 179 of the Planning and Development Act 2000 (as amended) and Part 8 of the Planning and Development Regulations 2001 (as amended), as detailed at Appendix A. Given the phased commencement of the Planning and Development Act 2024, the Consultant shall confirm the applicable consent route in the Inception Report and shall advise the Client in writing of any consequence for the documentation, the programme or the consent pathway.

7.3.2 The Consultant shall submit three paper copies plus PDF for the Client's approval and, once approved, twenty paper copies plus a consolidated PDF for public display. Approval for lodgement is **Gateway G2**.

7.3.3 The Consultant shall prepare the wording of the newspaper notice and shall prepare, erect and remove the site notices. The cost of statutory advertisement is borne by the Client, which will administer the issue of statutory notices and the public display.

7.3.4 The Consultant shall consider all submissions received, prepare a submissions report with draft responses to assist the Client in preparing the Chief Executive's Report, prepare a briefing note for the Chief Executive, and amend the documentation as necessary arising from submissions.

7.3.5 The Consultant shall attend and present at one meeting of the Municipal District and/or the Council and shall respond to the queries of the elected members.

7.3.6 The Consultant shall prepare the planning close-out record: two bound copies and a consolidated PDF of the complete documentation as approved.

7.3.7 The Consultant shall apply for and manage all archaeological licences and notifications required under the National Monuments Acts.

7.3.8 The Consultant shall obtain, or prepare and manage the applications for, all other consents, wayleaves and licences required, including tree felling licences and any consent required from Uisce Éireann.

7.3.9 An application under Section 50 of the Arterial Drainage Act 1945 is not required for the Scheme as described, the permanent works lying entirely on the right bank landward of the top of the bank, no works being carried out to the bridge structure or its waterway opening, and no in-stream works or abstraction being involved. Where the developed design displaces that basis, the Consultant shall notify the Client in writing immediately, in the same way as under 7.2.4, and any application then required is a Provisional Service under Item PS7 of the Pricing Document

7.4 Land Acquisition and Landowner Liaison

7.4.1 The Scheme is expected to proceed by agreement and wayleave. The Consultant shall prepare the wayleave maps and schedules and shall support the Client in concluding the agreements.

7.4.2 Where compulsory acquisition becomes necessary, CPO services are an additional service, priced at the tendered rates.

8. Scope of Services — Stage (ii b): Detailed Design and Works Package

8.1 Post-Consent Update and Detailed Design

8.1.1 On statutory consent being obtained, and on foot of an Instruction to Proceed, the Consultant shall fix the design against the consent. Confirmation that the design is fixed against the consent is **Gateway G3**.

8.1.2 The detailed design shall be **delivery-route neutral** and shall comprise:

- detailed civil and structural design of the flood wall along the full alignment, including movement and construction joints, surface finish and the future-raising provision required by 2.1.7;

- geotechnical design of the wall foundations, addressing underseepage and stability having regard to the granular soils in Trial Holes A to C and the variable clay cover in Trial Holes D to F, including any cut-off, keying-in or ground improvement measures required;
- design of the embankment tie-ins, including fill specification, compaction requirements and interface detailing with the wall;
- design of the tie-in to the Rahan Bridge parapet, including structural interaction with the existing bridge;
- design of land drainage, outfalls, non-return arrangements, service crossings, fencing, access, pedestrian access to the bank, and reinstatement and landscaping;
- hydraulic verification of the design as detailed;
- design of temporary works interfaces, construction sequencing and phasing to comply with fisheries windows, bird nesting constraints on tree felling, the environmental commitments in the consent documentation and continuity of operation of the WWTP;
- update of the cost-benefit analysis in the light of the detailed design.

8.1.3 The Consultant shall hold the **Buildability and O&M Review Workshop (W3)** before the works package is finalised.

8.1.4 The Consultant shall prepare a **Stage (ii b) Design Report** recording the design basis, the design decisions and their justification by reference to the Design Decision Register, the residual risks, and the compliance of the design with the consent.

8.1.5 The Consultant shall prepare the **Detailed Design O&M Protocol Document** in accordance with Appendix D.

8.2 Works Package Preparation

8.2.1 The Consultant shall prepare all drawings, specifications, works requirements, schedules of quantities and a pre-tender cost estimate reconciled to the approved cost, with inflation and risk allowances stated in accordance with the Infrastructure Guidelines.

8.2.2 The construction works are to be delivered by OPW direct labour. The deliverables under 8.2.1 shall be prepared for direct labour delivery and shall comprise, in addition to the drawings and specifications, works package schedules, materials take-offs, sequencing and methodology guidance, temporary works design parameters and environmental control requirements, suitable for release to an OPW direct labour unit on a package basis, the first package to be released within four (4) weeks of the Instruction to Proceed. These are included in Stage (ii) and are not an additional service.

8.2.3 Acceptance of the detailed design, the works package and the pre-tender estimate,, is Gateway G4.

9. Stage (iii): Construction Works Procurement — Not Used in this Commission

9.1 Stage (iii), Construction Works Procurement, is not used in this Commission.

9.2 The Office of Public Works confirmed on 30 July 2026 that the construction works are to be delivered by OPW direct labour. There is no works contract to procure. No service relating

to the recommendation of a contract form, the preparation or issue of works tender documents, the management of a works tender competition, tender assessment, award recommendation, standstill or award support is required or is to be priced.

9.3 This Section is retained, and numbered, so that the section numbering and cross-references of this Brief remain aligned with the Capital Works Management Framework stage structure.

10. Scope of Services — Stage (iv): Construction Works

10.1 General Requirements

10.1.1 The construction works are delivered by OPW direct labour. There is no works contract and no Employer's Representative role. The Consultant's function at this Stage is to maintain design authority, to provide technical support to the OPW direct labour unit, to discharge PSDP duties and to satisfy itself that the works as constructed accord with the design.

10.1.2 The Consultant shall:

- hold the Pre-Commencement Construction Methodology Workshop (W4);
- provide site supervision and attendance at the level tendered;
- inspect and record the critical operations, being excavation and foundation formation, reinforcement fixing, concrete pours and joints, embankment fill placement and compaction testing at the tie-ins, land drainage and outfall installation, and the tie-ins at Rahan Bridge and the WWTP;
- continue PSDP duties and design risk management;
- monitor compliance with the environmental commitments, the archaeological monitoring licence, the fisheries protection measures and the conditions of the statutory consent;
- manage the specialist consultants engaged directly by the Client, including the licensed archaeologist and any ecological clerk of works;
- attend Steering Group Meetings and alternating technical meetings;
- report monthly in accordance with Section 4.4;
- prepare the **Draft Final O&M Protocol Document** and deliver **O&M training** to the relevant personnel of the Client and the OPW;
- review the contractor's or direct labour unit's red line mark-up drawings on an ongoing basis;
- certify that the works are constructed in accordance with the design.

10.2 Technical Support to the OPW Direct Labour Unit

10.2.1 The Consultant shall provide technical support to the OPW direct labour unit, including release and, where necessary, amplification of works package designs, and resolution of technical queries within the timescales agreed at mobilisation.

10.2.2 Site attendance. The base scope comprises attendance at the four core hold points identified at 10.2.2(a) and attendance at five (5) technical meetings with the Client and the OPW over the course of the construction period. All other hold points identified at 10.2.2(b)

are released remotely, on review of records, test results and photographic evidence submitted by the direct labour unit, within two working days of receipt. Additional site attendance beyond the base scope is a Provisional Service under Item PS6 of the Pricing Document (Table D), instructed in writing and paid at the tendered day rate.

10.2.2(a) Core hold points, attended in person: formation of the wall foundations; the first reinforced concrete pour to the wall stem; the tie-in to the Rahan Bridge parapet; and the tie-in east of the wastewater treatment plant. 10.2.2(b) Remaining hold points, released remotely on evidence: placement and inspection of reinforcement prior to each concrete pour; each subsequent concrete pour to the wall stem and each movement and construction joint; embankment fill placement and compaction testing at the tie-in points; and installation of outfalls and non-return valves. Work shall not proceed past any hold point, whether attended or released remotely, without the Consultant's written release. Where the Consultant considers that remote release cannot properly be given on the evidence submitted, the Consultant shall say so in writing and the attendance shall be instructed under Item PS6.

10.2.3 The Consultant shall review and endorse materials, compaction and concrete test results against the specification, and shall maintain a technical query and design change register.

10.2.4 The Consultant shall coordinate with the PSCS appointed for the direct labour works.

10.2.5 For the avoidance of doubt, there is no works contract to administer, no interim payment certification role and no final account. The OPW manages the construction directly.

11. Scope of Services — Stage (v): Handover of Works

11.1 Sub-Stage (v a) — Handover (3 months)

11.1.1 Commissioning

The Consultant shall manage commissioning of the completed works, including testing of outfalls and non-return valves, shall prepare and manage snagging and defects lists to completion, and shall certify substantial completion.

11.1.2 As-Built Survey and Modelling

The Consultant shall confirm by as-built survey that the works achieve the design crest levels; shall update the hydraulic model to as-built conditions and provide the **as-built hydraulic model** to the OPW; shall prepare updated flood extent mapping for the current, mid-range and high-end future scenarios in accordance with current OPW mapping standards; and shall provide the as-built drawing set.

11.1.3 Defence Asset Database

The Consultant shall complete the Flood Defence Assets Register and shall prepare the asset records for entry into the OPW defence asset database, using the naming convention at Appendix C, and shall support registration of the Scheme for the OPW and Insurance Ireland data-sharing process.

11.1.4 Safety File

The Consultant shall compile and deliver the Safety File as PSDP.

11.1.5 Operation and Maintenance

The Consultant shall deliver the **Final O&M Protocol Document** in accordance with Appendix D, including inspection and maintenance schedules for the wall, the tie-in embankments, the outfalls and non-return valves, and vegetation management, together with a protocol assigning ongoing maintenance responsibilities as between the Client and the OPW.

11.1.6 Hydrometric Monitoring and Climate Adaptation

The Consultant shall make recommendations on any hydrometric monitoring required at the Scheme and shall update the climate change adaptation position for the Scheme.

11.1.7 Financial Administration and Close-Out

The Consultant shall close out land agreements, wayleaves and reinstatement confirmations, and shall prepare the Scheme Completion Report for the Client and the OPW, including cost out-turn against approval and lessons learned, in accordance with the Infrastructure Guidelines. Acceptance of the handover documentation is Gateway G6.

11.2 Sub-Stage (v b) — Defects Period (12 months)

11.2.1 Throughout the twelve-month Defects Period the Consultant shall:

- inspect the works at not less than three-monthly intervals and following any flood event exceeding the threshold agreed at handover;
- record, notify and monitor the rectification of defects;
- administer the defects provisions applicable to the direct labour works;
- certify the end of the Defects Period;
- monitor the establishment of replacement planting;
- issue a final inspection report and update the Safety File and the O&M Protocol Document to reflect any rectification work.

12. Deliverables, Formats and Intellectual Property

12.1 All deliverables shall be issued in PDF and in native editable format. Programmes shall additionally be issued in MS Project-compatible format.

12.2 Spatial data shall be delivered in GIS format compatible with ArcGIS, with metadata aligned to the INSPIRE Directive, in accordance with Appendix B.

12.3 Reports shall be A4 double-sided. Drawings shall be A1 maximum and shall be bound at A3 half-scale within reports, legible at that scale.

12.4 **Intellectual property.** All intellectual property in the deliverables shall be **assigned** to the Client. This is an assignment, not a licence. Where any part of the Services is performed by a sub-consultant, the Consultant shall procure from that sub-consultant a separate deed of assignment in favour of the Client, in a form approved by the Client, sufficient to give effect to

the assignment required by Schedule A element 13.11. The collateral warranty at MF 2.3 shall be executed unamended and in addition to that deed.

13. Personnel

13.1 The Consultant shall provide, whether from within its own organisation or through sub-consultants named in its tender, the following disciplines: civil and structural engineering design; geotechnical engineering; hydrology and hydraulic modelling; ecology and Appropriate Assessment; archaeology; landscape architecture; and quantity surveying or cost management sufficient to prepare the pre-tender estimate and administer the final account.

13.2 The minimum standards applicable to key personnel are set out in the Suitability Assessment Questionnaire at Volume D and are not repeated here.

14. Additional Services and Exclusions

14.1 The following are not included and will be instructed as additional services at the Tendered Time Charges: preparation of an EIAR; design of works arising from a change instructed after Gateway G4; attendance at more than one public information session, more than one meeting of the elected members or more than the four workshops at 4.9.2; services arising from an appeal or legal challenge to the statutory consent; and any rebuild, conversion or development of the hydraulic model instructed under 3.2.3.3.

14.2 The following are Provisional Services, priced at Table D of the Pricing Document (Volume C) and payable only where instructed in writing: updated EIA or Appropriate Assessment screening (PS1); a Natura Impact Statement and Stage 2 Appropriate Assessment (PS2); compulsory acquisition services (PS3); ecological survey management and licensing beyond the base scope (PS4); supplementary ground investigation beyond Item A2 (PS5); and additional site attendance during Stage (iv) beyond the base scope at 10.2.2 (PS6) and an application under Section 50 of the Arterial Drainage Act 1945, should one become necessary (PS7).

14.3 The following costs are borne directly by the Client or the OPW: specialist survey and ground investigation contractors; the licensed archaeologist, including archaeological monitoring and supervision during construction, which is provided and funded by the OPW; any ecological clerk of works; statutory advertisement; and application fees.

Appendix A — Planning Documentation Requirements

A.1 The planning route depends on the outcome of EIA and Appropriate Assessment screening. Where EIA and AA are screened out, Part 8 of the Planning and Development Regulations 2001 applies. Where EIA or Stage 2 AA is required, Part 10 is likely to apply and the additional services at 13.1 are engaged.

A.2 The Part 8 documentation shall comprise:

- **Project Description**, stating the general objectives of the Scheme and describing in both general and specific detail the nature and extent of the works;
- **Maps**, comprising a general site location map at 1:2500 marking the watercourse, the works and the area benefiting, with chainages, and detailed works maps endorsed with schedule references cross-referenced to a works schedule so that an owner can identify the works affecting their property;
- **Drawings, plans, sections and photographs** detailing the designed works;
- **Environmental assessment screening reports**, being the EIA screening determination report and the Screening for Appropriate Assessment;
- **Site notices**, prepared, erected and removed by the Consultant pursuant to Article 81;
- **Newspaper notice wording**;
- **Submissions report** to assist the Client in preparing the Chief Executive's Report;
- **Briefing note** for the Chief Executive.

A.3 The governing standard is that a member of the public without training in reading specialist drawings can understand the works proposed and identify the works affecting their own property. Documentation not meeting that standard will not be accepted at Gateway G2.

Appendix B — Spatial Data

B.1 All spatial data shall be delivered in a format compatible with ArcGIS, in the Irish Transverse Mercator projection, with metadata aligned to the INSPIRE Directive.

B.2 Deliverables shall include the Scheme alignment, the defence assets, the working corridor, the wayleave and landholding boundaries, the survey data, the ground investigation locations, the constraints mapping and the flood extent mapping.

Appendix C — Standard Abbreviations for Works and Defence Assets

C.1 The Consultant shall adhere to the OPW naming convention for works and defence assets on Flood Relief Schemes and shall complete the OPW standard format Flood Defence Assets Register.

C.2 **[CLIENT ACTION.]** The OPW standard abbreviations table is to be inserted here from the current OPW Consultant's Brief before issue. Where a measure type required for this Scheme does not appear in that table, the Client shall obtain an abbreviation from the OPW.

C.3 The naming convention and the Assets Register shall be embedded in the drawings, the specification, the O&M Protocol Document and the as-built records from Stage (ii) onwards, and shall not be altered between Stages.

Appendix D — Operation and Maintenance Protocol Document

D.1 The O&M Protocol Document shall be a clear and concise document setting out the duties and responsibilities of the OPW, the Client or an agent acting for either in respect of the

Scheme. It shall be written so that a person unfamiliar with the design and construction can understand the Scheme elements and the actions and tasks involved.

D.2 The document evolves across the Stages as follows:

Stage	Deliverable
(ii)	Detailed Design O&M Protocol Document
(iv)	Draft Final O&M Protocol Document, and delivery of training to relevant personnel
(v a)	Final O&M Protocol Document

D.3 The layout shall be discussed, developed and agreed with the Client and the Steering Group at each relevant Stage. The Client and the OPW hold experience from other schemes which will be made available to streamline the layout.

D.4 The document shall address, as appropriate to the Scheme and without limitation: an executive summary and background; the design criteria, design life, principles, standards and design assumptions, with particular reference to those relevant to the operation and maintenance phase; a description of each defence asset by reference to the naming convention at Appendix C; inspection regimes and frequencies; routine and reactive maintenance tasks; the flood response and operational procedures; the outfalls and non-return valves; vegetation management; the interface with the arterial drainage maintenance regime; access arrangements and wayleaves; health and safety information; and the allocation of responsibility as between the Client and the OPW.

D.5 The Flood Defence Assets Register shall be embedded in the document.