

Tender and Schedule

for

The Provision of

Engineering Consultancy led, Single Point, Multi-Disciplinary Design Team

For

Single Party Framework Agreement for Lisbunny Link Road, Nenagh, Co.
Tipperary - initial contract Phases (i) to (iii)

using the

Standard Conditions of Engagement for Consultancy Services (Technical)

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

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Department of Public Expenditure NDP Delivery and Reform
Government Buildings
Upper Merrion Street
Dublin 2

Tender

To	<i>The Contracting Authority</i>	Tipperary County Council
	<i>Address of Contracting Authority</i>	Civic Offices, Limerick Road, Nenagh, Co. Tipperary
	<i>For the attention of</i>	John Nolan, Senior Engineer
Date:		

Contract	<i>For the provision of</i>	Engineering Consultancy Led, Single Point, Multi-Disciplinary Design Team Consultancy Services
In relation to	<i>Project title</i>	Single Party Framework Agreement for Lisbunny Link Road - - initial contract Phases (i) to (iii)

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested). We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the lump sum fee of:

insert amount for the Whole Stages (i), (ii) and (iii)	euro excluding VAT
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as adjusted in accordance with the contract.

and/or

an overall percentage fee of:

Not Applicable	% for the N/A
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together with the rates for Time Charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, Assigned Certifier, or signing of the Design Certificate, any fee for so acting.

Rates for Tendered Time Charges [CA Note: delete this table where ITT-S1a or ITT-S2a is in use]

Grade	Hourly rate
Rates to match those entered for Notional Hours in the Pricing Document.	
These will form the Framework Rates.	

Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Project Director	€
Project Manager	€
Senior Design Engineer - Civil, Roads, Drainage	€
Environmental Lead	€
Lead Cost Consultant/Quantity Surveyor	€
Project Supervisor for the Design Process Coordinator	€
Hydrologist	€
Hydrogeologist	€
Geotechnical Lead	€
Archaeologist	€
Appraisal Lead	€
Traffic Modeller	€
Planning Lead	€
Project Engineer	€
Junior / Graduate Engineer	€
Senior Technician	€
Junior Technician	€
Administrator	€
Employer's Representative	€
Senior Resident Engineer	€
Resident Engineer	€
Site Technician	€
Clerk of Works	€

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

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

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

We agree that you are not bound to accept the lowest or any tender you may receive.

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

We agree that if, at the date of the Contract formed by the acceptance of this Tender, we have in place Annual Aggregate Insurance:

- (a) we shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and
- (b) if the Each and Every Insurance:

- (i) becomes available to us at the Increased Premium Rates; or
- (ii) is not available (or not available to us at the Increased Premium Rates) but better cover than the Annual Aggregate Insurance in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal becomes available to us at the Increased Premium Rates,

we shall immediately effect such available cover (subject to having obtained your prior written approval, such approval not to be unreasonably withheld or delayed) and notify you in writing within seven days that we have so effected the cover.

For the purposes of this Tender,

the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by us for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Required Insurance or better cover than the cover in place at the later of the date of the Contract formed by the acceptance of this Tender or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against us;

“**Each and Every Insurance**” means professional indemnity insurance on an each and every claim basis at the level set out in the Schedule; and

“**Annual Aggregate Insurance**” means professional indemnity insurance on an annual aggregate basis at the level set out in the Schedule.

Is sinne, le meas,

Signed on behalf of

Name of Tenderer

*Signature of authorised
person*

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR (If the Tenderer is an individual)

Signed by

Signature of Tenderer

Name of Tenderer

--

In the presence of

Signature of witness

--

Name of witness

--

Witness's occupation

--

Witness's address

--

**STANDARD CONDITIONS OF ENGAGEMENT
FOR CONSULTANCY SERVICES (TECHNICAL)
SCHEDULES**

SCHEDULE A: CONTRACT PARTICULARS¹

INTERPRETATION

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

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

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

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

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

1. APPOINTMENT

1 Client, Consultant, Contact Details

	Client
Name	Tipperary County Council
Telephone	+353 (0)818 06 5000
Mobile	
Email	customerservices@tipperarycoco.ie

	Client's Representative
Name	To be completed post tender, pre-award
Telephone	All communication via eTenders during the tender process
Mobile	
Email	

	Consultant
Name	To be completed post tender, pre-award
Telephone	
Mobile	
Email	

¹ Completed by the Client

	Consultant's Representative
Name	
Telephone	
Mobile	
Email	

2 Project

Single Party Framework Agreement for Lisbunny Link Road, Nenagh, Co. Tipperary. Initial contract Stages (i), (ii) and (iii)

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

1. Letter of Acceptance
2. Pricing Schedule
3. Service Requirements
4. Form of Tender and Schedules
5. Standard Conditions of Engagement, COE1
6. Single Party Framework Agreement Lisbunny Link Road
7. Professional Indemnity Insurance Certificate fully complied (MF2.1)
8. Other Applicable Model Forms
9. Pre-Tender Clarifications (as identified in the Letter of Acceptance)
10. Post -Tender Clarifications (as identified in the Letter of Acceptance)
11. Tenderer's Quality Submission
12. Data Processing Agreement

2. PERFORMANCE

12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 5,000 exclusive of VAT

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

€ 30,000 exclusive of VAT

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

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

Consultant Authority is zero until otherwise confirmed by the Client

17 Limit of Liability

The Liability Cap is:

€ 3,000,000 /Three million (euro)
2

The Liability Cap shall not apply to any claim, loss, damage, cost, expense or liability relating to

- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;
- c) wilful default;
- d) gross negligence;
- e) third party property;
- f) sub-clause 13.26 of this Agreement; or
- g) any liability which the Consultant cannot lawfully exclude or limit.

19 Insurance types, terms

COVER	Minimum cover	Permitted deductible each and every occurrence	Period
Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence. The conditions provide for claims for breach of professional duty or civil liability as well as negligence. The jurisdiction in which claims can be lodged and settled includes IRELAND	Each and every claim or series of claims arising out of the same originating cause³ €2,500,000 OR Per claim and limited in the Annual Aggregate⁴ €3,000,000	2.0% of gross fee turnover, or €5,000 whichever is greater	From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6,500,000	€ 10,000	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13,000,000	None	From start to completion of the Services.
Insurance of plans, documents	€	None	From start to completion of the Services.

² If no sum is stated, the applicable amount is €1,500,000 (one million, five hundred thousand euro)

³ The Each and Every Insurance for the purpose of the Tender

⁴ The Annual Aggregate Insurance for the purpose of the Tender

25 Key Team Members

Key Team Members are the members of the Consultant's team that are named in the Consultant's tender submission for the Services and/or named in the Consultant's suitability assessment questionnaire response for the Services, as applicable.

7. COORDINATION

5 Facilities from the Client

N/A

6 Client's resident staff

N/A

11 Team Leader

The Consultant is team leader.

9. PAYMENTS

13 Inflation Adjustment

First Adjustment Date means for any element of the Fee that is

- a) a Lump Sum [by Schedule B only, not by conversion under 9.11,12], the date that is the Base Date;
- b) based on Tendered Time Charges, the date that is the Base Date;
- c) a Lump Sum [by conversion under 9.11,12 only] the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Conversion Date;
- d) a percentage applied under 9.7,8 the date that is the later of:
 - (i) the Base Date; or
 - (ii) the Percentage Fee Application Date.

Base Date means the date that is the first day of the 25th month falling after the date that is 10 days before the last date of receipt of the Consultant's tender for the Services, or, if there was none, 10 days before the Client received the Consultant's tender for the Services.

Calculated Time Charges means Time Charges that are calculated by the Client in accordance with Section 5.5 (Pricing) of the Instructions to Tenderers for Consultancy Services using a formula to calculate hourly rates and carrying a document reference of ITT-S1a or ITT-S2a, as applicable. Calculated Time Charges shall only apply where ITT-S1a or ITT-S2a was used in the tender for the Contract.

COE Fee Adjustment Factor is the figure for a Relevant Quarter in an Indexation Year published on the [constructionprocurement.gov.ie](https://www.constructionprocurement.gov.ie) [or any successor] website.

Indexation Year means a period of a year with the first Indexation Year being the period starting on the First Adjustment Date and ending on the day before the anniversary of the First Adjustment Date; for each subsequent Indexation Year it shall be the period of a year from the last anniversary of the First Adjustment Date and ending on the day before the next anniversary.

Percentage Fee Application Date means the date upon which the Client applies a Scheduled Percentage for the Total Fee under 9.7,8.

Percentage Fee Conversion Date means the date upon which the Client converts a Scheduled Percentage Total Fee to a Lump Sum Fee under 9.11,12.

Quarter means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December in any calendar year.

Relevant Quarter means the Quarter in which a First Adjustment Date occurs.

Tendered Time Charges means Time Charges tendered by the Consultant in accordance with Section 5 (Pricing) of the Instructions to Tenderers for Consultancy Services using tendered hourly rates and carrying a document reference of ITT-S1b or ITT-S2b, as applicable. Tendered Time Charges shall only apply where ITT-S1b or ITT-S2b was used in the tender for the Contract.

10. DEBTS TO CLIENT

4 Interest

The rate of interest payable on Client's wrongful deduction is ECB+8% p.a⁵.

12. BUDGETARY CONTROL

2 Excess Percentage

'Excess Percentage' means the percentage [if any] in excess of 50% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

13. INTELLECTUAL PROPERTY etc

11 Assignment

There is assignment to the Client instead of a licence.

Document, design or deliverable	All deliverables and documents developed as part of the scheme including surveys and deliverables arising from third party services or works for the project. All mathematical models, electronic and hard copy data, drawings and documents produced and any work completed by the Consultant or other agencies under this appointment. The Client shall be at liberty to use the design at its discretion.
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14 Licence

Client may use Consultant's design etc. for –

Individual projects:	Assignment - see above
Types of project:	Assignment - see above

15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: included in the Lump Sum Fee.

18 Publicity

Consent to publicity is required from the Client.

14. TERMINATION

9 Scheduled termination events

The following are Scheduled termination events:

1. Where the Contract is subject to Statutory Instrument 284 of 2016 European Union (Award of Public Authority Contracts) Regulations 2016 or Statutory Instrument 286 of 2016 European Union (Award of Contracts by Utility Undertakings) Regulations 2016 and:

⁵ If no rate of interest is specified, the European Central Bank main refinancing rate ('ECB') plus eight percentage points (ECB+8%) shall apply.

- (i) the Consultant has, at the time of Contract award, been in one of the situations referred to in Article 57(1) of SI 284 of 2016 and, in the opinion of the Employer, should therefore have been excluded from the procurement procedure; or
 - (ii) the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and Directives 2014/24/EU or Directive 2014/25/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union; or
 - (iii) in the opinion of the Employer, the Contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 72 of SI 284 of 2016 or Regulation 97 of SI 286 of 2016; or
 - (iv) the Consultant (or its or sub consultant(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine or any subsequent amendments to same).
2. Any breach of clause 2.22.23 Corrupt Gifts or the commission of any offence by the Consultant, any subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018. [Without affecting its other rights], the Client shall be entitled to recover from the Consultant the amount or value of any gift, consideration or commission.

In this Form of Tender and Schedule, the reference to "Treaties" means the Treaty on European Union, the Treaty on the Functioning of the European Union, the Treaty establishing the European Atomic Energy Community and the Charter of Fundamental Rights of the European Union.

30 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 5% of the difference between the Fees payable under clause 14.27 [without any apportionment under 14.28], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

16. DISPUTES

1 Initial resolution method

Engineers Ireland Conciliation Procedure 2013

4 Nominator

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

In default of agreement an adjudicator, under the Construction Contracts Act 2013, will be appointed at the request of either party by the Chairperson of the Panel of Adjudicators.

5 Rules

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

In the case of Arbitration, the arbitration rules are the Capital Works Management Framework (CWMF) *Arbitration Rules for use with Public Works and Construction Services Contracts* (AR1) published on <http://constructionprocurement.gov.ie/arbitration-rules/> on the date 10 days before the latest date for submission of Tenders for this contract (disregarding any amendments posted on that date).

(Identify the Rules that apply in each other resolution method, or where none any Rules agreed by the parties.)

SCHEDULE B: CONSULTANT'S SERVICES AND FEES

CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Sub-Stages - Stages (i), (ii) and (iii) as tabled below.

PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

ASSIGNED CERTIFIER SERVICES

Performance of all the duties of Assigned Certifier under the Building Control (Amendment) Regulations 2014 is not included in the Services [and the Stage Fees].

DESIGN CERTIFICATE SERVICES

The Consultant is not required to sign the Design Certificate in accordance with the Building Control (Amendment) Regulations 2014.

TOTAL FEE [9]

Lump Sum:

STAGE SERVICES

Stage (i) Preliminary					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Service Requirements General Requirements for all Stages and Schedule of Stage Services (i) 1 to 3	1	Appointment as PSDP Familiarisation of scheme, attendance at first meeting and delivery of agreed Project Execution Plan and other documents	5%	To be completed for the successful tenderer prior to award.	5

STAGE SERVICES

Stage (ii) Design					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
	See sub-Stages below.		%		%

Sub-Stage (ii a) Preliminary Design (Associated Works/Surveys/Investigations)					
Service Requirements General Requirements for all Stages and Schedule of Stage Services (ii a) 1 to 12	5	Review of previous studies, consideration of options, scoping and procurement and management of surveys, investigations, works and sub-consultancy services	25%	To be completed for the successful tenderer prior to award.	5
Service Requirements General Requirements for all Stages and Schedule of Stage Services (ii a) 13	5 (concurrent with (ii a) 1 to 12)	First Non-Statutory Public Consultation Creation and population of Stakeholder Database			5
Sub-Stage (ii b) Design for Statutory Approval					
Service Requirements General Requirements for all Stages and Schedule of Stage Services (ii b) 1 to 15	5	Submission of Section 177AE Application to An Coimisiún Pleanála	30%	To be completed for the successful tenderer prior to award.	5
	6	ACP Decision			
	1	Preparation and Submission of Preliminary Business Case DOT Approval Decision			

Stage (ii) Design					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Sub-Stage (ii c) Detailed Design and Preparation of Tender Documents for Works					
Service Requirements General Requirements for all Stages and Schedule of Stage Services (ii c) 1 to 8	5	Completion of Tender Documents and Submission of DOT RLR Gate 4 and TAF Gate 2 Deliverables.	25%	To be completed for the successful tenderer prior to award.	5
	1	DOT Approval Decision			

STAGE SERVICES

Stage (iii) Tender Action, Evaluation, Award					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
Service Requirements General Requirements for all Stages and Schedule of Stage Services (iii) 1 to 6	3	Main Works Contract Award	15%	To be completed for the successful tenderer prior to award.	5
	1	DOT Approval to Award			

STAGE SERVICES

Stage (iv) not applicable					
STAGE SERVICES	Performance Period from permission to start [4.4] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]

STAGE SERVICES

Stage (v) not applicable					
	Performance Period from permission to start [4.4] (days)	Milestones (if any)	Percentage of Total Fee for Stage	Stage Fee	Percentage of Stage Fee for suspension [4.18,19]
STAGE SERVICES					

DETAILS OF STAGE SERVICES REFERRED TO ABOVE

Refer to the Service Requirements

Written approval from the Client is required to proceed to each next stage/sub-stage.

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2013, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

TIME CHARGES

The following Tendered Time Charges apply to suspension [4.21], Client's Changes [clause 11] (unless the Time Charges are Calculated Time Charges, in which case Calculated Time Charges apply)

Grade	€ per hour (exclusive of VAT)
To be populated with the tendered rates post tender, pre-award.	
Project Director	
Project Manager	
Senior Design Engineer - Civil, Roads, Drainage	
Environmental Lead	
Lead Cost Consultant/Quantity Surveyor	
Project Supervisor for the Design Process	
Hydrologist	

Grade	€ per hour (exclusive of VAT)
Hydrogeologist	
Geotechnical Lead	
Archaeologist	
Appraisal Lead	
Traffic Modeller	
Planning Lead	
Project Engineer	
Junior / Graduate Engineer	
Senior Technician	
Junior Technician	
Administrator	

MANAGEMENT SERVICES

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

REPORTING

Timing	Contents	Method
Within one week of project start	Confirmation of key team members including commitments, change in commitments. Methods of changing any key team members: Any proposed changes to key personnel will require an application in writing to the client for approval accompanied by full details of proposed replacement. The client may reject such a proposal. Programme showing planned progress Method for implementing other services below	To be delivered via email to the client representative
Monthly, at least 5 working days in advance of monthly progress meetings	Progress Report Updates highlighting all changes from previous contents. Updated programme to clearly identify all key milestones and dates including loss or gains over preceding month with reasons and rectifying measures	In electronic format (PDF and other editable formats as required, .docx, .xlsx, project etc.)

TRANSFERS [3]

Timing	Contents	Method

COMMUNICATIONS [6]

Timing	Contents	Method
Communication shall only be received during working hours. Communications received outside of working hours or working days will be deemed to be received at 09:00am on the next working day.	As required	By email and/or secure electronic file transfer. By post where hard copy original documents are required.

COORDINATION [7]

Timing	Contents	Method
Requests for access to the site shall be subject to prior notification of at least 48 hours.	written request	By email
Requests for information or Client assistance shall be in writing to the TCC Project Manager	written request	By email
Consultant to provide and maintain a programme for delivery of services through all Stages	Detailed resourced programme of services	By email, in MS Project and PDF format

COOPERATION [8]

Timing	Contents	Method
All Stages	Consultant to maintain the Project Team consistently through stages, to maintain continuity of service. Consultant to co-ordinate all sub-consultants to ensure maintenance of Programme. Consultant to co-operate with Contractors appointed for surveys, investigations, advanced works contracts to avoid unnecessary disputes and delays.	Continuous communication
As required	Cooperation through ongoing communication between the Consultant and the Client aimed at minimising the time required to progress the commission, reducing delays, foreseeing and mitigating project and delay risks, foreseeing and communicating early warnings in respect of possible scope changes and mitigating to prevent or minimise them.	Continuous communication Participate in meetings and workshops to deal with any adversarial issues which may arise during the performance period.
As required	Anticipation, communication and agreement of possible hold points identified in section 6.6.2 of the Service Requirements.	Communication

PAYMENTS [9]

Timing	Contents	Method
As per Schedule B		Payments will be linked to the successful completion of each stage or sub-stage, including the successful delivery of milestones.
Requests for advance sanction of special disbursements (clause 9.4)	Details, estimates etc	Written requests to be lodged with the client, detailing costs and reasons, not less than one week before decision is required in accordance with the programme. Client will consider any request for payment based on its merits and provide a written response.

CLIENT'S CHANGES [11]

Timing	Contents	Method
As required	Client may provide written statement of the scope of proposed changes, seeking a costed proposal from the consultant on the matters covered within a stated time	via email and/or secure electronic file transfer
Consultant must respond with the required costed proposal within the stated time	Costed proposal to use rates included for personnel in the tender	via email and/or secure electronic file transfer
Client must respond to the proposal within agreed time from receiving it	Client to accept or reject the change proposal with amendments, at its discretion. Client may instruct a Change in accordance with Clause 11.	via email and/or secure electronic file transfer
As required and as soon as the circumstances giving rise to the early warning are known to the Consultant	Changes to the scope, in the opinion of the Consultant, arising from matters not instructed by the Client shall be communicated by the consultant to the Client in advance in the form of an Early Warning Notice (EWN). Early Warning Notice to contain as much detail as possible on the circumstances giving rise to the scope change and a quantification of the change. Where possible a costed proposal shall accompany the EWN.	via email and/or secure electronic file transfer
Client to respond within agreed timeframe of receiving it.	Client to consider the details provided in the EWN before instructing a change to the Services.	

TERMINATION [14]

Timing	Contents	Method
As per clause 14.10-14		Consultant to prepare a comprehensive Handover Report covering all contract obligations on termination, including handover of all documents, designs, drawings, native design files, correspondence, prepared in connection with this project by themselves and their sub-consultants.
As per Standard Conditions of Engagement		Refer to section 14 of the Conditions of Engagement for Consultancy Services.

ALERTS, FOLLOW UP

Timing	Contents	Method
Conflict of Interest [2.29]	Details of Conflict of Interest- Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].	By email, in writing from the Project Director to the Tipperary County Council Project Manager within 5 working days of when the Consultant becomes aware, or should have become aware, of the conflict of interest.