

## **Tender and Schedule**

for

*The Provision of*

ENGINEERING & ENVIRONMENTAL CONSULTANCY SERVICES

*For*

The Rahan Flood Relief Scheme, Tullybeg, Rahan, Co. Offaly – River Clodiagh

using the

**Standard Conditions of Engagement for Consultancy Services (Technical)**

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v1.10

16 September 2024

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

## Tender

|              |                                         |                                                                    |
|--------------|-----------------------------------------|--------------------------------------------------------------------|
| <b>To</b>    | <i>The Contracting Authority</i>        | Offaly County Council (funded by the Office of Public Works).      |
|              | <i>Address of Contracting Authority</i> | Áras an Chontae, Charleville Road, Tullamore, Co. Offaly, R35F893. |
|              | <i>For the attention of</i>             | Paul Browne                                                        |
| <b>Date:</b> |                                         |                                                                    |

|                       |                             |                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract</b>       | <i>For the provision of</i> | Engineering and Environmental Consultancy Services                                                                                                                                                                                                                                                                                                                                                      |
| <b>In relation to</b> | <i>Project title</i>        | The Role of Engineering and Environmental Consultants for the Rahan Flood Relief Scheme, Tullybeg, Rahan, Co. Offaly – c.430m of reinforced concrete flood defence wall on the right bank of the River Clodiagh to design crest levels of 49.5–49.7mOD, with embankment tie-ins as required at the WWTP and the Rahan Bridge parapet, land drainage, tree removal, landscaping and reinstatement works. |

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:

|                      |                                                                                                             |
|----------------------|-------------------------------------------------------------------------------------------------------------|
| Fixed Price Lump Sum | euro excluding VAT for the for the whole of the Services, Stages (ii) to (v). This sum is the Contract Sum. |
|----------------------|-------------------------------------------------------------------------------------------------------------|

as adjusted in accordance with the contract.

**and/or**

an overall percentage fee of:

|                |                       |
|----------------|-----------------------|
| Not Applicable | % for the Whole Stage |
|----------------|-----------------------|

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

| Grade | Hourly rate |
|-------|-------------|
|-------|-------------|

|                                            |   |
|--------------------------------------------|---|
| Project Director / Principal               | € |
| Project Manager                            | € |
| Senior Engineer (Civil / Structural)       | € |
| Engineer (Civil / Structural)              | € |
| Project Supervisor for the Design Process  | € |
| Senior Geotechnical Engineer               | € |
| Senior Environmental Scientist / Ecologist | € |
| Environmental Scientist / Ecologist        | € |
| Licensed Archaeologist                     | € |
| Resident Engineer / Site Supervisor        | € |
| Engineering Technician / CAD               | € |
| Quantity Surveyor / Cost Manager           | € |
| Landscape Architect                        | € |

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

- 120 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 PARTICULARS<sup>1</sup>

## INTERPRETATION

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

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

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

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

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

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## 1. APPOINTMENT

### 1 Client, Consultant, Contact Details

| Client    |                           |
|-----------|---------------------------|
| Name      | Offaly County Council     |
| Telephone | 057 9357403               |
| Mobile    |                           |
| Email     | environment@offalycoco.ie |

| Client's Representative |                                       |
|-------------------------|---------------------------------------|
| Name                    | Paul Browne Senior Executive Engineer |
| Telephone               | 057 9357403                           |
| Mobile                  |                                       |
| Email                   | environment@offalycoco.ie             |

| Consultant |                       |
|------------|-----------------------|
| Name       | As per Form of Tender |
| Telephone  |                       |
| Mobile     |                       |
| Email      |                       |

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<sup>1</sup> Completed by the Client

|           | Consultant's Representative |
|-----------|-----------------------------|
| Name      | As per Form of Tender       |
| Telephone |                             |
| Mobile    |                             |
| Email     |                             |

## 2 Project

The Role of Engineering and Environmental Consultants for the Rahan Flood Relief Scheme, Tullybeg, Rahan, Co. Offaly – c.430m of reinforced concrete flood defence wall on the right bank of the River Clodiagh to design crest levels of 49.5–49.7mOD, with embankment tie-ins as required at the WWTP and the Rahan Bridge parapet, land drainage, tree removal, landscaping and reinstatement works.

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

1. Letter of Acceptance  
As issued by Offaly County Council including any/all post tender clarifications requested.
2. Pricing Schedule  
As provided
3. Service Requirements  
Volume A (Works Requirements — Consultant's Brief, RFRS-TD-A Rev 2); Volume B (Form of Tender and Schedules, comprising this completed FTS9 v1.10); Volume C (Pricing Document RFRS-TD-B3 Rev 3) as completed by the Consultant; and the reports, drawings and appendices issued with the tender documents. Volume D (Additional Information) and Volume D (Suitability Documentation, comprising the Suitability Assessment Questionnaire QC2 and its Appendices) are included for identification only and are not Contract documents.

## 2. PERFORMANCE

### 12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 2,000.00 exclusive of VAT

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

€ 10,000.00 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).

Any Change Order above these thresholds requires the prior written approval of the Client.

### 17 Limit of Liability

The Liability Cap is:

€ 1,500,000 /00( euro)<sup>2</sup>

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;

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

- 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                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Annually renewable Professional Indemnity policy, against liability for losses due to professional negligence.</p> <p>The conditions provide for claims for breach of professional duty or civil liability as well as negligence.</p> <p>The jurisdiction in which claims can be lodged and settled includes IRELAND</p> | <p>Each and every claim or series of claims arising out of the same originating cause<sup>3</sup></p> <p>€1,500,000</p> <p>OR</p> <p>Per claim and limited in the Annual Aggregate<sup>4</sup></p> <p>€n/a</p> | <p>2.0% of gross fee turnover, or €5,000 whichever is greater</p> | <p>From start to completion of the Services; and six years from certified substantial completion of the Project works or, where the Project works are delivered other than under a construction contract, the date of the Client's written confirmation of completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.</p> |
| 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                                                                                                                                                                                                    | € 5,000                                                           | 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                                                                                                                                                                                                                                                                                               | € n/a                                                                                                                                                                                                          | None                                                              | From start to completion of the Services.                                                                                                                                                                                                                                                                                                                                                         |

## 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.

<sup>3</sup> The Each and Every Insurance for the purpose of the Tender

<sup>4</sup> The Annual Aggregate Insurance for the purpose of the Tender

## 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 25<sup>th</sup> 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.a<sup>5</sup>.

## **12. BUDGETARY CONTROL**

### **2 Excess Percentage**

'Excess Percentage' means the percentage [if any] in excess of 10% 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 | Drawings (PDF & Revit/ACAD), Calculations, Reports, Surveys |
|---------------------------------|-------------------------------------------------------------|

### **14 Licence**

Client may use Consultant's design etc. for –

|                      |                                                                                                                                                                      |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Individual projects: | without limitation, the construction, completion, reconstruction, modification, repair of flood relief schemes and associated works including services, access, etc. |
| Types of project:    | Flood Relief Schemes                                                                                                                                                 |

### **15 Fees [if any]**

The only fees payable by the Client for its rights under this clause are: nil.

### **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:
  - (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

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

- (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**

Conciliation process,  
If this is unsuccessful then proceed to Arbitration process.  
Both the Conciliator and the Arbitrator to be agreed between parties.

### **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 SCSl

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).

## SCHEDULE B: CONSULTANT'S SERVICES AND FEES

### CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for Whole Stages for Stages (ii) to (v) 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                 | N/A                                                      |                     |                                   |           |                                                  |
|                                       | 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                        |                                                          |                     |                                   |           |                                                  |
| Completed not part of this commission |                                                          |                     | 0                                 | 0         | 0                                                |

## STAGE SERVICES

| <b>Stage (ii) Design</b>                                                                                                                                                                                                                                                                                     |                                                                   |                                                                                                                                                                  |                                          |                  |                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------|---------------------------------------------------------|
| Stage (ii) – Statutory Consent Process and Detailed Design                                                                                                                                                                                                                                                   |                                                                   |                                                                                                                                                                  |                                          |                  |                                                         |
| <b>STAGE SERVICES</b>                                                                                                                                                                                                                                                                                        | <b>Performance Period from permission to start [4.4] (months)</b> | <b>Milestones (if any)</b>                                                                                                                                       | <b>Percentage of Total Fee for Stage</b> | <b>Stage Fee</b> | <b>Percentage of Stage Fee for suspension [4.18,19]</b> |
| Stage (ii) Statutory Consent Process and Detailed Design [total of Sub-Stages (ii a) and (ii b)]                                                                                                                                                                                                             | 10                                                                | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent. | 60%                                      |                  | 5%                                                      |
| <p>The Tenderer gives a single fixed-price lump sum for the whole of the Services, Stages (ii) to (v). That sum is the Contract Sum. Each Stage Fee is the percentage of the Total Fee tabled above applied to the Contract Sum</p> <p>Ref: Works Requirements (Volume A) and Instructions to Tenderers.</p> |                                                                   |                                                                                                                                                                  |                                          |                  |                                                         |
|                                                                                                                                                                                                                                                                                                              |                                                                   |                                                                                                                                                                  |                                          |                  |                                                         |

| <b>Sub-Stage (ii a) Statutory Consent Process</b>                                                                   |   |                                                                                                                                                                  |    |  |  |
|---------------------------------------------------------------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|--|
| Sub-Stage (ii a) statutory Consent Process<br>As detailed in Volume A - Project Brief and scope of services         | 6 | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent. | 32 |  |  |
|                                                                                                                     |   |                                                                                                                                                                  |    |  |  |
| <b>Sub-Stage (ii b) Detailed design and Works Package</b>                                                           |   |                                                                                                                                                                  |    |  |  |
| Sub-Stage (ii b) Detailed design and Works Package<br>As detailed in Volume A - Project Brief and scope of services | 4 | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent. | 28 |  |  |
|                                                                                                                     |   |                                                                                                                                                                  |    |  |  |

|                                  |                                                                   |                            |                                          |                  |                                                         |
|----------------------------------|-------------------------------------------------------------------|----------------------------|------------------------------------------|------------------|---------------------------------------------------------|
| <b>Stage (ii) Design</b>         | Stage (ii) – Statutory Consent Process and Detailed Design        |                            |                                          |                  |                                                         |
| <b>STAGE SERVICES</b>            | <b>Performance Period from permission to start [4.4] (months)</b> | <b>Milestones (if any)</b> | <b>Percentage of Total Fee for Stage</b> | <b>Stage Fee</b> | <b>Percentage of Stage Fee for suspension [4.18,19]</b> |
|                                  |                                                                   |                            |                                          |                  |                                                         |
| <b>Sub-Stage (ii c) Not Used</b> |                                                                   |                            |                                          |                  |                                                         |
|                                  |                                                                   |                            |                                          |                  |                                                         |
|                                  |                                                                   |                            |                                          |                  |                                                         |

## STAGE SERVICES

| Stage (iii) not applicable |                                                                        |                        | Construction Works Procurement — NOT INCLUDED<br>IN THIS COMMISSION |              |                                                              |
|----------------------------|------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------|--------------|--------------------------------------------------------------|
| STAGE SERVICES             | Performance<br>Period from<br>permission<br>to start [4.4]<br>(months) | Milestones<br>(if any) | Percentage<br>of Total Fee<br>for Stage                             | Stage<br>Fee | Percentage<br>of Stage<br>Fee for<br>suspension<br>[4.18,19] |
|                            |                                                                        |                        | Nil — not<br>included in<br>this<br>Commission                      |              |                                                              |
|                            |                                                                        |                        |                                                                     |              |                                                              |

## STAGE SERVICES

| Stage (iv) Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                            |                                                                                                                                                                  |                                   |                                             |                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------|--------------------------------------------------|
| 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] |
| <p>The construction works are delivered by OPW direct labour. The Consultant provides technical support, design authority, PSDP services hold points release and site attendance. There is no works contract to administer and no Employer's Representative role. Paid as 27% of the Total Fee, recorded at Item B of the Pricing Document (Volume C).</p> <p>All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.</p> | 9 months                                                   | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent. | 27                                | : [as Pricing Document Item B]. Suspension: | 5                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            |                                                                                                                                                                  |                                   | :                                           |                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            |                                                                                                                                                                  |                                   | :                                           |                                                  |

## STAGE SERVICES

| Stage (v)                                                                                                                                                                                                                                                                                                                                                            |                                                            | Handover of Works and Defects Period                                                                                                                                                                                                          |                                   |           |                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|--------------------------------------------------|
| 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] |
| <p>Stage (v) Handover of Works</p> <p>Stage (v) is paid as 13% of the Total Fee, being Sub-Stage (v a) 8% and Sub-Stage (v b) 5%, recorded at Item C of the Pricing Document (Volume C).</p> <p>All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.</p> | 15                                                         | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.                                                                              | 13                                |           | 5                                                |
| <p>Sub-Stage (v a) Handover of Works.</p> <p>All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.</p>                                                                                                                                                    | 3                                                          | All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.                                                                              | 8                                 |           |                                                  |
| <p>Sub-Stage (v b) Defects Period</p> <p>All services and deliverables as set out in Volume A. The Stage is subject to the Gateway Approvals at Section 4.10 of Volume A, which are conditions precedent.</p>                                                                                                                                                        | 12                                                         | Periodic inspection of the works during the Defects Period; identification and instruction of remedial works; monitoring and certification of rectification; issue of the Defects Certificate; close-out of the final account and Safety File | 5                                 |           |                                                  |



|                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Stage (ii) – Statutory Consent Process and Detailed Design:</p>                                        | <p><b>The successful Consultant will review and validate the Stage (i) outputs (feasibility hydrology and hydraulic model, Part 8 scheme drawings 2018/DR/001/PD01–PD04, trial hole logs and archaeological assessment), confirm the design crest levels of 49.5–49.7mOD for the 1% AEP design event, and complete the structural and constructability assessment of the right bank for the confirmed reinforced concrete flood wall (W1/W2) along the full alignment, with embankment tie-ins (E1) only where required at the WWTP and the Rahan Bridge parapet, for confirmation by Offaly County Council and the OPW.</b></p> <p><b>Prepare and progress all Part 8 statutory consent documentation under Section 179 of the Planning and Development Act 2000 to a confirmed decision. The EIA Screening Report and the Screening for Appropriate Assessment (both EcoQuest Environmental, dated 08-06-2026) have been completed by the Client and are issued as Client-supplied information; the Consultant shall review and validate them against the developed detailed design, confirm their continued validity in writing, and prepare the material required for the Client's statutory screening determinations. No EIAR and no Natura Impact Statement are included in the Services or the Fee. Prepare the ecological, archaeological and cultural-heritage assessments, the public display, submissions report and input to the Chief Executive's Report.</b></p> <p><b>Take instruction from Client.</b></p> <p><b>Complete the delivery-route-neutral detailed civil, structural and geotechnical design of the confirmed reinforced concrete flood wall (W1/W2), the embankment tie-ins (E1) and ancillary works, specifically addressing underseepage and stability given the granular soils recorded in Trial Holes A–C. Prepare the inspection and testing plan for the works – concrete, reinforcement, materials conformity and compaction at the tie-ins – including the schedule of hold points and witness points, the testing frequencies and the conformity criteria, and incorporate it into the works specification.</b></p> <p><b>Prepare the construction works package for delivery by OPW direct labour, comprising works-package drawings, specifications, schedules of quantities, materials take-offs, sequencing and methodology requirements, temporary works design parameters, environmental and archaeological requirements and the Preliminary Safety and Health Plan, released on a package basis as agreed with the OPW and with the first package within four (4) weeks of the Instruction to Proceed. Act as PSDP throughout and provide any other reasonable services required for the Scheme.</b></p> |
| <p>Stage (iv) – Construction: Configuration – OPW Direct Labour Delivery (technical support services)</p> | <p><b>Provide technical support to the OPW direct-labour unit: release and, where necessary, amplify works-package designs and respond to technical queries within agreed timescales.</b></p> <p><b>Continue PSDP duties and coordinate with the PSCS appointed for the direct-labour works.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                           | <p>Attend site at the core hold points in the inspection and testing plan – foundation formation, the first reinforced concrete wall pour, and the tie-ins at Rahan Bridge and at the wastewater treatment plant – and attend five (5) technical meetings with the Client and the OPW over the course of the construction period. Site attendances beyond the core hold points and the five technical meetings are a provisional service, instructed in writing and paid at the Tendered Time Charges.</p> <p>Review and endorse materials, compaction and concrete test results against the specification, and report progress and quality to the Client and OPW.</p> <p>Maintain a technical query and design-change register and provide monthly written reports to the Client and OPW; in this configuration there is no works contract to administer and no payment-certification role.</p> <p>Carry out final inspections for quality.</p> <p>Confirm completion of the final inspections and remediation of defects, and monitor implementation of the environmental commitments, archaeological monitoring and consent conditions through to close-out.</p> <p>Provide any other reasonable service required for the Scheme.</p> |
| Stage (v) - Handover, reporting of defects, final inspections; and making good of defects | <p><b>Manage commissioning of the completed works, including testing of non-return valves and outfalls, snagging and defects lists, and confirmation that the works achieve the design levels by as-built survey.</b></p> <p><b>Arrange for Defects inspections</b></p> <p><b>Liaise with contractor(s) regarding complaints during the Defects period.</b></p> <p><b>Compile and deliver the Safety File (as PSDP), the as-built drawing set and the O&amp;M / maintenance manual for the flood defences, including inspection and maintenance schedules for the flood wall, the embankment tie-ins, outfalls, non-return valves and vegetation management, together with the completed inspection and test records and conformity certification for the works.</b></p> <p><b>Update the hydraulic model to as-built conditions, prepare updated flood-extent mapping, and lodge the flood-defence asset records with the OPW's asset database.</b></p>                                                                                                                                                                                                                                                                                 |
|                                                                                           | <p><b>Participate in post-project review.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                           | <p><b>Close out land agreements, wayleaves and reinstatement, complete any outstanding contractual duties, and prepare the Scheme Completion Report for the Client and OPW.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                           | <p><b>Liaise with other Design Team members in relation to engineering, environmental and information requirements.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| <b>PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES</b>                                                                                                                                    | <b>Performance period</b>                                                                                           |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------|
| All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 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)

| <b>Grade</b>                               | <b>€ per hour (exclusive of VAT)</b> |
|--------------------------------------------|--------------------------------------|
| Project Director / Principal               |                                      |
| Project Manager                            |                                      |
| Senior Engineer (Civil / Structural)       |                                      |
| Engineer (Civil / Structural)              |                                      |
| Project Supervisor for the Design Process  |                                      |
| Senior Geotechnical Engineer               |                                      |
| Senior Environmental Scientist / Ecologist |                                      |
| Environmental Scientist / Ecologist        |                                      |
| Licensed Archaeologist                     |                                      |
| Resident Engineer / Site Supervisor        |                                      |
| Engineering Technician / CAD               |                                      |
| Quantity Surveyor / Cost Manager           |                                      |
| Landscape Architect                        |                                      |
|                                            |                                      |
|                                            |                                      |

## MANAGEMENT SERVICES

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

## REPORTING

| Timing                                                                                                                                     | Contents                                                                                                                                                                    | Method                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Weekly                                                                                                                                     | Action note, progress reporting, any information required to enable the project to advance more efficiently and effectively                                                 | To be delivered by e-mail to Employers Representative Offaly County Council |
| Every four weeks                                                                                                                           | Progress Report in accordance with Sections 4.2.4 and 4.4 of Volume A, submitted not more than seven and not less than five working days before each Steering Group Meeting | To be delivered by e-mail to Employers Representative Offaly County Council |
| 5 technical meetings over the course of Stage (iv)   Technical meetings with the Client and the OPW, as provided for at 10.2.2 of Volume A | Technical Meetings throughout stage (iv)                                                                                                                                    | on site attendance                                                          |

## TRANSFERS [3]

| Timing      | Contents                                                                                                                                                                    | Method                                                                      |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| As Required | Extra updates where necessary for informed consultation, cooperation, alerts and follow-up [below].<br><br>Reports on any special actions required during suspension [4.14] | To be delivered by e-mail to Employers Representative Offaly County Council |
|             |                                                                                                                                                                             |                                                                             |
|             |                                                                                                                                                                             |                                                                             |

**COMMUNICATIONS [6]**

| <b>Timing</b> | <b>Contents</b>                                                                    | <b>Method</b>                                                                                                                                                                                                                                                                                                                     |
|---------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| As Required   | All queries, discussions, transfer of information etc. to be confirmed in writing. | <ul style="list-style-type: none"><li>- Phone</li><li>- MS Teams</li><li>- Design Team Minutes</li><li>- Site Meetings</li><li>- PSDP Meetings</li></ul> E-mail with copies to all relevant parties<br>Co-ordination meetings<br>Records of visits<br>To be delivered by e-mail to Employers Representative Offaly County Council |
|               |                                                                                    |                                                                                                                                                                                                                                                                                                                                   |
|               |                                                                                    |                                                                                                                                                                                                                                                                                                                                   |

**COORDINATION [7]**

| <b>Timing</b> | <b>Contents</b>                                         | <b>Method</b>                                                                             |
|---------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------|
| As Required   | management and co-ordination of contractor's programmes | E-mail with copies to all relevant parties<br>Co-ordination meetings<br>Records of visits |
|               | The Consultant is the Client's design team leader       |                                                                                           |
|               |                                                         |                                                                                           |

**COOPERATION [8]**

| <b>Timing</b> | <b>Contents</b>                                                                                                    | <b>Method</b>                               |
|---------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| As Required   | Between<br>-client design team,<br>- contractor team,<br>- members and ancillary team<br>members incl. PSDP, PSCS. | Email/ Phone/ MS Teams/ on-site<br>Meetings |
|               |                                                                                                                    |                                             |
|               |                                                                                                                    |                                             |

**PAYMENTS [9]**

| <b>Timing</b>             | <b>Contents</b> | <b>Method</b> |
|---------------------------|-----------------|---------------|
| As per Contract agreement |                 |               |
|                           |                 |               |
|                           |                 |               |

**CLIENT'S CHANGES [11]**

| <b>Timing</b> | <b>Contents</b> | <b>Method</b> |
|---------------|-----------------|---------------|
| As Required   |                 |               |
|               |                 |               |
|               |                 |               |

**TERMINATION [14]**

| Timing      | Contents                                                                                               | Method      |
|-------------|--------------------------------------------------------------------------------------------------------|-------------|
| As per COE1 | Consultant to prepare a comprehensive Handover Report covering all contract obligations on termination | Email/ Post |
|             |                                                                                                        |             |
|             |                                                                                                        |             |

**ALERTS, FOLLOW UP**

| Timing                      | Contents                                                                                                                                                                                                                                                       | Method                                                                                                         |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Conflict of Interest [2.29] | Details of Conflict of Interest-<br>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]. | Initially by email followed with formal letter within two working days of the circumstances becoming apparent. |
|                             |                                                                                                                                                                                                                                                                |                                                                                                                |
|                             |                                                                                                                                                                                                                                                                |                                                                                                                |

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