SCHEDULE B: ANNEX 1

Description of Stage Service

Sub-Stage (i) Health and Safety and Preliminaries	
Item Reference	**Description of Stage Services**
(i a) 1	The Consultant will be aware of his obligations and the obligations of the Contracting Authority under the Health and Safety legislation and Safety, Health and Welfare at Work (Construction) Regulations 2013-2021. These obligations include the preparation of appropriate safety plans to cover all activities involving the presence of labour, plant or materials on the site/location of the works during the performance of the commission. The Consultant will undertake the role of Project Supervisor Design Process (PSDP) and the Client appointee under Section 17 of the 2005 Act for all contracts associated with the commission. Develop Health and Safety plans and Safety File and fulfil all obligations under the current Health and Safety legislation. Include for appointment as PSDP for the scheme and Section 17 appointment. Assess competence of (sub)contractors to undertake the role of Project Supervisor Construction Stage for those site works required during Stage (i) –(v) duties.
(i a) 2	Familiarisation with the scheme and review of all relevant documentation and available reports prepared to date, including, but not limited to the Kilkenny City and County Development Plan 2021–2027 (CCDP) and the variations 1-10, Rainwater Management Plans Guidance for Local Authorities 2024, Kilkenny City Rainwater Management Plan (when available), Kilkenny County Council Public Lighting Manual and Product Specification 2021 -DRAFT, Granted permissions relevant to the design brief, etc Familiarisation with the existing and proposed public transportation in the wider area and ensure that the proposed design incorporates the needs of public transportation.

Sub-Stage (ii a) Design (Associated Works / Surveys)	
Item Reference	**Description of Stage Services**
(ii a) 1	Review any available topographical information. As necessary preparation of a detailed topographical survey contract to cover the entire scheme and tie-ins to existing roads. Extent of survey to be agreed with Client. Consultant to procure, manage, administer and supervise the contract on behalf of the Client including Tender Assessment and preparation of Report on Tenders. Cost of the survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
(ii a) 1 continued	Review any available information on existing services and infrastructure within and extending beyond the scheme extents if impacts likely. Scope detailed utility investigations of all existing infrastructure within the scheme extents including the identification of outfall routes for surface water and foul water drainage; to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer the contract on behalf of the Client. Consultant to review the Factual Report prepared by the Utility Investigation Contractor and prepare an Interpretative Report. Cost of the survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
(ii a) 1 continued	The consultant shall scope the detailed service requirements to provide Architectural consultancy services for the proposed scheme in advance of its construction. Architectural Consultancy Stage Services, inclusive of a built heritage assessment will be required up to Part 8 approval and detail design. Consultant to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the archaeological services contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
(ii a) 1 continued	The consultant shall scope the detailed service requirements to provide the services of a Landscape Architect for the proposed scheme in advance of its construction. Landscape Architect Services Stages (i) –(iv) will be required and should incorporate Nature-Based Rainwater Management Solutions as per the guidance documents 'Rainwater Management Plans Guidance for Local Authorities 2024' where feasible and Kilkenny City Rainwater Management Plan (when available). Consultant to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the Landscape Architect services contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2

Sub-Stage (ii a) Design (Associated Works / Surveys) (continued)	
Item Reference	**Description of Stage Services**
(ii a) 1 continued	Review any available traffic survey data. Scope detailed traffic surveys required for the proposed scheme; to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
(ii a) 1 continued	Review any available environmental information. Scope detailed specialist environmental surveys required for the proposed scheme. This should include where required for Part 8 planning permission; • An initial high-level assessment to assess each of the options considered to support in selecting the preferred option • A full assessment of the preferred option • AA Screening Report • EIA Screening Report • Ecological Impact Assessment • Invasive Species Management plan Include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the specialist environmental survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2
Sub-Stage (ii b) Preliminary Design and Planning Application	
Item Reference	**Description of Stage Services**
(ii b) 1	Review all relevant available reports and design information available and prepared to date.
(ii b) 1	Preparation of a Pedestrian Crossing Demand Assessment as per **Design Manual for Urban Roads and Streets (DMURS)**. This is to assess the demand/requirement for additional crossings within the scheme. An assessment of the existing parking within the scheme and the available parking provision maintained as part of each option considered.

Sub-Stage (ii b) Preliminary Design and Planning Application (continued)	
Item Reference	**Description of Stage Services**
(ii b) 1 continued	Review and update all information on existing and proposed over ground and underground services. Liaise with Service Providers as required to facilitate the proposed scheme and provide for future service requirements in the preliminary design proposal; Services to be provided for include Water, Wastewater, surface water, ESB, GAS, EIR, Broadband, public lighting etc.
(ii b) 1 continued	Preliminary design of all aspects of the proposed scheme in accordance with relevant standards. Including but not limited to; • Drainage design • cross-section • horizontal and vertical alignment • Junction Treatment • Lighting Design • Crossings • Bus facilities • Cycle tracks • VRU facilities etc. Drainage design shall be progressed sufficiently to determine any likely significant impacts on the environment and shall utilise where practicable the use of guidance provided in Rainwater Management Plans Guidance for Local Authorities 2024 and Kilkenny City Rainwater Management Plan (when available). In addition, in consultation with the Landscape Architect, mitigation included as necessary to reduce such effects;

Sub-Stage (ii b) Preliminary Design and Planning Application (continued)	
Item Reference	**Description of Stage Services**
(ii b) 1 continued	Update existing Preliminary Business Case including an options assessment and be in accordance with DHLGH Guidance on the *Towns and Cities Regeneration Investment Fund - Guidance Note* for review and client approval. The updated Preliminary Business Case shall include as set out in the DHLGH Towns and Cities Regeneration Investment Fund - Guidance Note document and the following: • Introduce and identify the need for the scheme; • Identify specific objectives of the proposed scheme; • Description of options considered and preferred option; • Describe constraints; • List the main geometric features of the scheme • Identify drainage requirements; • Identify Traffic Signs and Road Marking requirements • Comment on junction treatment; • Summary report of each survey conducted, • List any Derogations, Relaxations and Departures and the associated approvals as necessary by the overseeing authority, National Transport Authority or Department of Transport as appropriate. • Provide Preliminary Design Drawing Layouts of a minimum of three options. • Broad environmental impacts of each of the options identified; • Nature Based Solutions implemented; • Costings of each option considered • Option Assessment and preferred option rationale • Cost information (detailed cost information should be included as an appendix or supporting document of the preferred option)
(ii b) 1 continued	Undertake all the required stages of Appropriate Assessment, to be carried out in accordance with The EC Directive 92/43/EEC "Habitats Directive" and any other relevant legislation.
(ii b) 1 continued	Provide a comprehensive Quality Audit of the proposed scheme in accordance with the requirements of the **Joint DoT and DHLGH Design Manual for Urban Roads and Streets (DMURS)**. Provide a Stage 1 Road Safety Audit independent of the design team in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 1 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and amend the design where necessary.

Sub-Stage (ii b) Preliminary Design and Planning Application (continued)	
Item Reference	**Description of Stage Services**
(ii b) 2	Preparation of Part 8 Planning documentation in accordance with the Planning & Development Acts, (as amended). Such documentation to include but not limited to the following: (a) Planning, Construction and Environment Report (b) Appropriate Assessment Screening Report (c) Preliminary Business Case including Preliminary Design Drawings (d) EIA Screening Report (e) Construction Environment Management Plan (f) Ecological Impact Assessment Report (g) Invasive Species Management Plan (h) Architectural Impact Assessment Report (i) Drainage Maintenance Plan (j) Newspaper Notices As part of the Statutory Public Consultation, the Consultant shall prepare 3D visualisations / photomontages at three key locations (to be agreed with the Contracting Authority) along the scheme route of the project showing "before" and "after" scheme implementation images. The consultant fee proposal shall be inclusive of all specialist services or reports required to complete the Part 8 documentation except where otherwise stated.
Sub-Stage (ii c) Public Consultation Findings Report	
Item Reference	**Description of Stage Services**
(ii c) 1	Following the public consultation process the consultant should prepare a report for inclusion in the Chief Executive's Report to be submitted to the Council for approval, summarising the public consultation process and listing all submissions received during the public consultation process and specifying how these submissions will be addressed in the proposals for the scheme. The consultant shall prepare updated drawings and other documentation taking account of any changes to the proposals arising from the public consultation.

Stage (iii) Detailed Design, Final Business Case, Tender Action, Evaluation, Award	
Item Reference	**Description of Stage Services**
(iii) 1	The Consultant shall further develop the Preliminary Design and shall complete a Detailed Design for the project. The Detailed Design shall comprise a completed design, works specification and works description for the project, and shall be developed to a level sufficient for the drawings of the Detailed Design to be used as tender/construction drawings for the construction of the project, with only title amendments.
(iii) 1 continued	Scope as necessary any enabling or service diversion works necessary to deliver the scheme and report to the client representative. Such works could include any advanced ESB, Water, Gas, Eir, broadband etc. required. Consultant to include for preparation of tender documents, management of tendering process and report on tenders for any enabling works necessary. Consultant to procure, manage and administer contract on behalf of the Client. Cost of any enabling works contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2
(iii) 1 continued	Provide a Stage 2 Road Safety Audit independent of the design team in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 2 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and amend the design where necessary.
(iii) 1 continued	The consultant on behalf of Kilkenny County Council shall seek the approval of National Transport Authority or Department of Transport for any derogations, departures or relaxations necessary for the Final Business Case.
(iii) 1 continued	Provide a Final Business Case with an updated detailed cost estimate in advance of the scheme construction contract tender being uploaded to etenders. This will be sent for review to the DHLGH for review.
(iii) 1 continued	The consultant shall, on behalf of Kilkenny County Council prepare and sign the Certificate of Compliance which specifies the key and relevant design standard utilised and any guidelines which were relied on.

Stage (iii) Detailed Design, Final Business Case, Tender Action, Evaluation, Award (continued)	
Item Reference	**Description of Stage Services**
(iii) 1 continued	Contract Drawings All drawings shall be in CAD format and provided in electronic and hard copy format (A3 size as standard). -Detailed Bill of Quantities -Form of Tender & Schedules -Schedules -Information Pack Preparation of all necessary design and documents for all necessary road safety and road furniture requirements including but not limited to: Lighting, road signs, road lining, drainage and footpaths including paving materials and tactile/guidance paving. (The length, types and locations of these items to be agreed with the Client following the recommendations of the Consulting Engineer and shall be included in the contract documents for the construction). Preparation of such accommodation works drawings and other documents as are necessary for Client negotiations with affected landowners (amendments may be required). Incorporation of agreed accommodation works into tender drawings and documentation.
(iii) 2	Carry out the role as PSDP. Subject to statutory approval for the scheme preparation of Contract Documents using the Public Works Form of Contract; The consultant shall recommend the most appropriate procurement strategy have regard to the scope of the proposed construction project which shall be subject to agreement with Kilkenny County Council. Contract documents to include, but not be limited to: -Instructions to Tenderers -Conditions of Contract shall be: The Department of Finance, Public Works Contract for Minor Civil Engineering and Building Works designed by the Employer. (most recent available version). -Specification -The Specification shall follow TII's latest Manual of Contract Documents for Road Works format with scheme specific appendices. -Amendments to TII Road Construction Details -Accommodation Works Drawings -Works Requirements & drawings -Preliminary Health & Safety Plan

Stage (iii) Detailed Design, Final Business Case, Tender Action, Evaluation, Award (continued)	
Item Reference	**Description of Stage Services**
(iii) 2 continued	Carry out the role of PSDP. Liaison and active engagement with the Client's legal and other advisors as required. Undertaking the role of "Employer's Representative" in accordance with Public Works contracts. Undertaking tender processes, including (but not limited to) a two-stage tender process involving pre-qualification of contractors leading to a shortlist for tender, assessment of tenders and production of a Tender Assessment Report. Dealing with Tender Queries. Assessing the competence of Contractors to act as Project Supervisor for the Construction Stage in accordance with the Safety Health and Welfare at Work (Construction) Regulations 2013-2021.
(iii) 2 continued	The Consultant shall be required to evaluate all construction tenders received and assessed by the Quantity Surveyor, to provide Kilkenny County Council with an updated Final Business Case with a detailed report on each tender as per the DHLGH guidance for approval Post Tender. Following the assessment, a recommendation should be provided for the appointment of the successful Contractor for the construction of the project in accordance with the EU Procurement Directives and the DHLGH Towns and Cities Regeneration Investment Fund - Guidance Note. The Consultant shall attend any necessary meetings post tender with the County Council and the successful tenderer prior to award of contract;
(iii) 2 continued	Attendance and minute taking at pre-contract award meeting.

Stage (iv) Construction	
Item Reference	**Description of Stage Services**
(iv) 1	Carry out the role of PSDP. Review and familiarisation of the tender submission received from the successful tenderer.
(iv) 2	Carry out the role of PSDP. The Consultant will be required to carry out project management duties in relation to the provision of the services as described in this contract. The following tasks will be required; • Attendance as required by appropriate staff at the meeting schedule developed by the Contractor. This will include, but will not be limited to Construction Progress Meeting, Temporary Traffic Management Meetings, Design Meetings, Finance Meetings, Health and Safety Meetings, Dispute Resolution Meetings, etc. Recording minutes of meetings and circulating same. • Production of a resourced delivery programme from appointment to project close out (this shall be reviewed and updated as necessary in line with updates of the contractor's programme). • Evaluation, and production of a report, on the contractor's programme. • Maintenance of a scheme decision register • The Consultant shall be expected to submit quarterly reports in line with the DHLGH guidance and inclusive of progress report, financial report and details of emerging risks. • The Consultant shall be required to provide updates via email to the client and review cost estimates at milestones throughout the scheme or at a minimum monthly. • Any necessary quantity surveying services required during the construction phase.

Stage (iv) Construction (continued)	
(iv) 3	Carry out the role of PSDP. The Services required to be performed by the Consultant in respect of Contract Monitoring and Administration: All staff shall be subject to the approval of the Client for use on the commission. The qualifications and experience of staff proposed for the scheme shall be commensurate with the scale and complexity of the project and subject to approval by the client. The Consultant shall fulfil the role of Employer's Representative for the construction contract. The Employer's Representative will be appointed by the consultant to act generally on behalf of Kilkenny County Council. The resources required from time to time shall be determined having regard to the Contractor's Programme and the progress & performance of the Contractor in respect of same The Contractor will carry out work during unsocial hours, at night and over the weekends. The Consultant shall include for these anticipated unsocial hours in their resource plan. The Site Supervision Team shall consist of Kilkenny County Council's Clerk of Works and Engineer. The Consultant shall ensure that as a minimum the Employer's Representative is available from four weeks before the intended contract commencement date. The employer's representative shall liaise and undertake active engagement with the local community and commercial operators to ensure that all are well informed, and disruption is kept to a minimum. The consultant shall provide an As-Built Programme of the works recording the contractor's tasks, their duration and resources employed. A range of media shall be utilised in the production of this programme such as reports, photographs, drawings, etc. A programme, on industry standard project management software shall be provided as part of the As-Built programme. All information shall be provided to Kilkenny County Council in digital format in the original file type that they were created in. The As-Built Programme shall include but will not be limited to a detailed record of the Contractors daily staffing levels (including sub-contractors' staff), activities carried out per day, standing time, delays inclusive of causes and length, weather, plant and materials on site, results of testing of contractor's materials. The Consultant shall provide a monthly update on this As-Built Programme to Kilkenny County Council should include a comparison of the Contractors anticipated against actual works for that month. Information relating to the As-Built Programme shall be digitally uploaded to a database style system, which shall be searchable by metadata, on a weekly basis. These records shall be used for the purposes of certifying payments to the contractor and dispute resolution.

Stage (iv) Construction (continued)	
(iv) 3 (cont'd)	In the event that formal dispute resolution procedures are required the consultant shall provide all necessary assistance required to Kilkenny County Council.
(iv) 4	Carry out the role of PSDP. Kilkenny County Council shall appoint a person who shall act in a liaison role representing Kilkenny County Council. He/she will primarily be responsible for dealing with assisting the Consultant in any interactions that are necessary in relation to Local Authority utilities and traffic management; keeping the Local Authority informed in relation to the project; dealing with queries addressed to the Local Authority (councillors/public); etc. He/she will be based in Kilkenny County Council's office. The Consultant shall co-ordinate their activities with the Local Authority liaison person as required and to provide support to said person in dealing with statutory undertakers. In particular, the Consultant shall provide administrative and technical support in establishing and/or revising accommodation works associated with landowners adjacent to the scheme.
(iv) 5	Carry out the role of PSDP. The commission shall extend to the time of completion of the latest defect period and shall extend to include any time relating to dispute resolution. The consultant shall liaise with site-based staff until such time, after issue of the Completion Certificate to monitor the close out of defects and until a digital record of files has been compiled and handed over to Kilkenny County Council. The Consultant shall be required to carry out services related to dispute resolution through the entire length of the commission as part of their day-to-day duties.
(iv) 6	Carry out the role of PSDP. Prior to the opening of the scheme the consultant shall provide an independent of the design team Stage 3 Road Safety Audit in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 3 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and arrange with the client to address any issues arising.

Stage (v) Handover	
Item Reference	**Description of Stage Services**
(v) 1	Carry out the role of PSDP. The consultant will be required to continue the Services required to be performed in respect of Contract Monitoring and Administration The Consultant shall oversee the compilation of the 'As-Built' drawings and Safety File. The safety file shall be submitted to the client in electronic format. Upon issue of the Certificate for Substantial Completion the Employer's Representative shall prepare a snag list of items for resolution by the Contractor during the defects period. The Consultant shall prepare a Final Account Report and submit to the client. A Project Completion report in line with the Department of Housing Local Government and Heritage document (DHLGH) Towns and Cities Regeneration Investment Fund - Guidance Note
(v) 2	Carry out the role of PSDP. The Consultant shall be required to include in their fee proposal the services related to dispute resolution up to and including project board level through the entire length of the commission as part of their day-to-day duties in accordance with the contract. Dispute resolution beyond project board level including conciliation and/or arbitration shall be paid on a time charge basis using tendered rates for the appropriate grade of staff participating in activities relating to the Dispute Resolution process and only to those duties associated with Dispute Resolution. When a dispute has formally been referred to a dispute resolution forum or process under the Contract, the Consultant shall provide the following services to that required by their stage duties: Attending and providing advice and evidence on behalf of Kilkenny County Council in preparation for or at any dispute resolution forum or process; Discovery/disclosure of documents of any form; Attending meetings/conference calls/liaising with all parties as directed by Kilkenny County Council; Carrying out analysis as directed by Kilkenny County Council; Preparing reports; Making recommendations on any matters as requested by Kilkenny County Council; Searching, collating and indexing of any documents, records etc in any form and provision of such documents to Kilkenny County Council (hard copy will be an extra); Attending meetings, hearings, court, and the like.

Stage (v) Handover (continued)	
Item Reference	**Description of Stage Services**
(v) 3	Carry out the role of PSDP. Within a period of 6 months of opening of the scheme the consultant shall provide an independent of the design team Stage 4 Road Safety Audit in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 4 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and provide design/construction drawings as necessary to address any matters arising in cooperation with the client.
(v) 4	As per **(iv) 5** Representative shall manage and ensure the resolution of the snag list of items by the Contractor during the defects period.