

Assignment Name: (Ref No 2) Wexford Town & Environs Flood Relief Scheme		Country: Ireland
Location within Country: Wexford		Professional Staff Provided by Firm: 5
Name of Client: Wexford County Council		No. of Key Staff: 4
Address: County Hall, Carricklawn, Wexford, Y35 WY93		No. of Staff Months: 95
Funding Agency: Wexford County Council / Irish Government		Overall project Value (in current Euro or USD): \$10,175,645.59
Start Date: 06-2023	Completion Date: 04-2029	Approx. Value of Service (in current Euro or USD): \$1,499,568.82
Name of Associated Firm (if any): NIRAS		No. of Months of Professional Staff Provided by Associated Firm: 4
Name of senior professional staff of your firm involved and functions performed:		
Senior Staff	Name	Functions Performed
Project Director	Gavin Reilly	Client Coordination & Document Review
Project Manager / Scheme Analysis and Development Lead	Barry Dunphy	Client Coordination & Document Preparation
Hydrology/Hydraulic Lead	Kevin O'Connell	Design Coordination & Document Preparation
Environmental Lead	Crona Sheehan	Environmental Assessments co-ordination & Document Preparation
Quantity Surveyor Lead	Iain MacDonald	Measurement Coordination & Document Preparation
PSDP / Employers Representative	Justin Hughes	PSDP duties
Narrative Description of Project: To advance and implement a flood relief scheme for Wexford Town and Environs, Wexford County Council. The Project shall comprise of up to five stages, as set out below: Stage I – Options assessment, Scheme Development and Design Part 1: In general, the Stage I scope of works comprises the review and assessment of the technical analysis and proposed measures identified in the Southeast CFRAM Study Reports, and the development and identification of a preferred Scheme for Wexford Town and Environs, including the preparation of a cost benefit analysis for the preferred Scheme. Stage I – Options assessment, Scheme Development and Design Part 2: Following preliminary Environmental Assessments, the Consultant shall assess in detail and report upon the environmental impacts associated with the scheme. Stage II – Planning/Development Consent Processes: Prepare a Statutory Delivery Options Report to identify the most advantageous statutory delivery route under the Planning and Development Act 2000. Stage III – Detailed Construction Design and Tender: Produce a Developed Buildability Report. Stage IV – Construction: Support in any conciliation/arbitration processes. Stage V – Handover of Works: Commissioning and Certification of the works.		
Description of Actual Services Provided by Staff: - o Project Management Services - o Progress & Financial Reporting - o Technical Reporting - o Fulfil The Roles Of PSDP, Designer & All Other Relevant Roles Defined Under Health, Safety & Welfare Legislation - o Public & Stakeholder Engagement - o Create & Maintain a Project Website - o Identify, Collect, Review & Utilise Relevant Datasets - o Field Investigations - o Provide Specifications for, and Procurement & Management of, External Service Providers - o Optioneering - o Environmental Surveys - o Preliminary & Detailed Design - o Preparation of Planning Documents and Planning process - o Preparation of Contract Documents and Tender Assessment - o Construction Management and Payment valuations and certification - o Construction Supervision - o Oversee Commissioning and Handover of works		

Safety Health & Welfare at Work (Construction)
Regulations 2013 (as Amended)

Appointment of Designer

Project: Wexford Town & Environs Flood Relief Scheme - Engineering &
Environmental Services

Date: 28th March, 2023

Dear Sir,

Wexford County Council (the client) hereby appoints:-

Nicholas O'Dwyer, Unit 4E, Nutgrove Office Park, Nutgrove Avenue, Dublin 14

as designer with all associated obligations and responsibilities as set out in the
Safety Health & Welfare at Work (Construction) Regulations 2013 (as Amended) for
the above project.

Please return to me a copy of this letter acknowledging receipt as indicated below.

Signed 
On behalf of the Client

ACKNOWLEDGEMENT

We acknowledge receipt of this letter on 31st March 2023 (date)

Signed 
On behalf of the Designer

Appointment of Project Supervisor¹

(PW-CF1 to PW-CF5 inclusive)

THIS AGREEMENT is made on 28th MARCH 2023 BETWEEN

1. *The Client* WEXFORD COUNTY COUNCIL

Whose principal office is at COUNTY HALL, CARRICKLAWN, WEXFORD

and

2. *The Project Supervisor* NICHOLAS O'DWYER LTD

Whose registered office is at UNIT 4, NUTGROVE OFFICE PARK, NUTGROVE AVENUE, DUBLIN 14

BACKGROUND

A. By a contract (the **Contract**) made on or about 23RD MARCH 2023², the Client, as employer, has appointed NICHOLAS O'DWYER³ as contractor (the **Contractor**) for

Name of Contract WEXFORD TOWN & ENVIRONS FLOOD RELIEF SCHEME - ENGINEERING & ENVIRONMMNETAL SERVICES
(the **Works**).

B. This Agreement is collateral to the Contract.

C. Terms defined in the Contract have the same meaning in this Agreement. The terms **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.

IT IS AGREED AS FOLLOWS:

1. The Client appoints the Project Supervisor as project supervisor for the design process according to the Safety, Health and Welfare (Construction) Regulations 2013 and any amendment to them (the **Construction Regulations**) for the project comprising

the Works

and ⁴

(the **Project**).

¹ If the Project Supervisor is not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

² Date of letter of acceptance.

³ Insert "the Project Supervisor" or the name of the Contractor, as appropriate.

⁴ Specify any additional scope for which this Project Supervisor is to be appointed – for example, a process installation.

2. The Project Supervisor's appointment starts on the date of this Agreement and continues for as long as, under the Construction Regulations, the Client is required to have a project supervisor for the design process for the Project, unless the appointment is terminated earlier.
3. The Project Supervisor accepts the appointment.
4. The Project Supervisor shall perform all of its duties under the Construction Regulations as project supervisor for the design process for the Project.
5. The Project Supervisor represents and warrants to the Client that the Project Supervisor is and will continue to be a competent person to carry out its duties under this Agreement and the Construction Regulations and has allocated and will allocate sufficient resources to enable itself to comply with the requirements and prohibitions imposed on the Project Supervisor by this Agreement and under the relevant statutory provisions. In this Agreement, **competent person** and **relevant statutory provisions** are construed according to section 2 of the Safety, Health and Welfare at Work Act 2005 and any amendment to it.
6. The Project Supervisor represents and warrants to the Client that the time allowed by the Contract for the completion of the Works is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
7. The Project Supervisor represents and warrants to the Client that the information provided by the Client to the Project Supervisor about the state or condition of the Site (as defined in the Contract) and any premises on it is appropriate and sufficient to enable the Project Supervisor to perform its duties under this Agreement and the Construction Regulations.
8. The Project Supervisor shall ensure that it is insured by insurances in the same terms as the insurances the Contractor is required to have under clauses 3.6 and 3.7 of the Conditions of the Contract, and that those insurances comply with all the requirements of the Contract, and are kept in force for the same period as required by the Contract, and include cover for death or injury resulting from the Project Supervisor's performance or non-performance of its duties under this Agreement and the Construction Regulations.
9. Payment for the Project Supervisor's service is provided for under the Contract. Accordingly, the Client is not liable under this Agreement for the Project Supervisor's fees or expenses.
10. If the Project Supervisor breaches its obligations or warranties under this Agreement, or if the Contractor's duty to complete the Works is terminated under the Contract, the Client may terminate the Project Supervisor's appointment under this Agreement.
11. Without limiting its obligations under the Construction Regulations, the Project Supervisor shall give the Client all documents it prepares in the course of and for the purpose of performing its duties under this Agreement (**Project Supervisor's Documents**). If the Project Supervisor's appointment under this Agreement terminates, the Project Supervisor shall give all Project Supervisor's Documents to the Client immediately. Ownership of and copyright in the Project Supervisor's Documents shall become the Client's when the Project Supervisor delivers them to the Client, or the appointment is terminated, whichever is earlier. The Project Supervisor shall indemnify the Client against any liability resulting from the use or copying of the Project Supervisor's Documents infringing the property (including intellectual property) rights of any person.
12. This Agreement is governed by and construed according to Irish law. The parties submit to the jurisdiction of the Irish courts in relation to all matters concerning it.

Given under the Client's seal

Affix Client's seal

*Signatures of persons authorised
to authenticate the seal*

OR

Signed on behalf of the Client

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

RORY CURTIS

Rory Curtis

Engineer

Co. Hall, Carricklawn, Wexford.

Given under the Project Supervisor's common seal

*Affix Project Supervisor's common
seal*

*Signatures of persons authorised
to authenticate the seal*

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

As lawful attorney of the Project Supervisor under a power of attorney dated

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of the Project Supervisor Nicholas O'Dwyer Ltd.

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Barry Dunphy



Associate Director

Unit 4E, Nutgrove Office Park, Nutgrove Avenue, Dublin 14

OR (if the Project Supervisor is an individual)

Signed and delivered as a Deed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Project Supervisor

Signature of Project Supervisor

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address