

List of Projects

Ref	Country	Project Title	Funding Agency	Dates
1	Ireland	River Poddle Flood Alleviation Scheme	Office of Public Works	2018 - 2022
2	Ireland	Wexford Town & Environs Flood Relief Scheme	Wexford County Council / Irish Government	2023 - 2029
3	Ireland	Rosslare Coastal Flood & Erosion Scheme	OPW	2022 - 2023
4	Ireland	Santry River Restoration & Greenway Project	Dublin City Council	2022 - 2025
5	Ireland	Marlfield FRS	Tipperary County Council (Irish Government)	2021 - Ongoing

C.WB.9./

Relevance Chart

Ref	Name	Feasibility	Preliminary Design	Detailed Design	Tender Dossiers	Procurement	Construction Supervision	Construction Management	Capacity Building
1	River Poddle Flood Alleviation Scheme	✓	✓	✓	✓	✓		✓	
2	Wexford Town & Environs Flood Relief Scheme	✓	✓	✓	✓	✓	✓	✓	
3	Rosslare Coastal Flood & Erosion Scheme	✓	✓	✓	✓	✓			
4	Santry River Restoration & Greenway Project	✓	✓						
5	Marfield FRS	✓	✓	✓	✓	✓			

C.WB.9/7

Assignment Name: (Ref No 1) River Poddle Flood Alleviation Scheme		Country: Ireland
Location within Country: Dublin		Professional Staff Provided by Firm: 6
Name of Client: South Dublin County Council		No. of Key Staff: 4
Address: County Hall, Belgard Square North, Tallaght, Co. Dublin		No. of Staff Months: 50
Funding Agency: Office of Public Works		Overall project Value (in current Euro or USD): 9m
Start Date: 03-2018	Completion Date: 10-2022	Approx. Value of Service (in current Euro or USD): 550,000
Name of Associated Firm (if any): N/A		No. of Months of Professional Staff Provided by Associated Firm: N/A
Name of senior professional staff of your firm involved and functions performed:		
Senior Staff	Name	Functions Performed
Project Director	Jim Oliver	Client Coordination & Document Review
Project Manager	Barry Dunphy	Client Coordination & Document Preparation
Senior Engineer	Justin Hughes	Design Coordination & Document Preparation
Project Engineer	Brendan Twomey	Scheme Design, Survey control and Document preparation
Engineer	Emer Donnelly	Scheme Design, Survey control and Document preparation
Planner	Laurie McGee	Preparation of planning documentation, co-ordination of specialist environmental sub consultants and stakeholder liaison
Narrative Description of Project: The River Poddle rises in Tallaght Co. Dublin and runs through Templeogue, Kimmage, Harold's Cross before culverting underground into Dublin City centre and outfalling to the River Liffey at Wellington Quay. Significant flooding occurred in 2011 causing severe damage and loss of life. Nicholas O'Dwyer were required to design and implement a flood alleviation scheme on behalf of Dublin City Council and South Dublin County Council. This involved undertaking a detailed analysis of fluvial and pluvial flooding mechanisms, options development and local stakeholder consultation. An EIAR and Part X Planning Documentation was prepared for the preferred option and submitted for Planning consent to an Bord Pleanála in February 2020. Proposed sustainable solution involved reduction of hard defences by increasing natural flood storage in Tymon Park Lakes, river channel naturalization and restoration to make use of natural flood plain and small flood storage in Ravensdale Park. In addition to flood prevention measures, EU Water Framework Directive initiatives have been included with the inclusion of an integrated constructed wetland in Tymon Park as well as biodiversity enhancements at Whitehall Close to re-meander the river. defence walls along the river channel. Scheme Solutions: - Identified 9 sites for intervention to provide flood relief measures - Reduction in extent of hard flood defences from 3k (CFRAM) to < 1km - Natural Flood Storage at Tymon Lakes, passive flow control - Earth embankments in upper catchment - RC walls and sealed manholes in urbanised area - Flood storage in Ravensdale Park - Biodiversity enhancements: - Integrated Constructed Wetland in Tymon Park - River naturalisation Whitehall Close - Tree replanting 2:1 Planning permission was granted in September 2023 with construction works to commence on 2024. Health & Safety in Project Design was proactively managed in accordance with the requirements of the Safety, Health & Welfare at Work Act, 2005, the Work (Construction) Regulations, 2013, and other relevant legislation, through carefully planning and scheduling the works and by organising, as far as is reasonably practicable, co-operation between Designers and other Key H&S Duty Holders. Risk Assessments were regularly undertaken, hazards identified, and control & mitigation measures implemented in accordance with the General Principles of Prevention and the company Safety & Health Procedures. This flood alleviation scheme embodies the company's commitment to providing sustainable and innovative solutions to complex engineering challenges. The company's core values of excellence, collaboration, and integrity are evident in our comprehensive approach to flood management, which considers both environmental and community needs.		
Description of Actual Services Provided by Staff: - Hydrology assessment, catchment determination and Hydraulic modelling - Flood risk assessment, mapping for range of return periods and climate change impact - Flood Defence Scheme Development and Design - Preparation of Planning documents - Environmental Impact Assessment Report (EIAR) - Procurement and management of topographic threshold - CCTV and Geotechnical surveys - Project Management - Public and Stakeholder consultation and client meetings. - Health & Safety coordination - Design of sustainable nature based flood storage solutions and biodiversity enhancement - Preparation of Tender Documents for Irish Government Contract - Detailed Design of Preferred option		

Letter of Acceptance

To: *Nicholas O'Dwyer Ltd., Unit E4, Nutgrove Office Park, Nutgrove Avenue, Dublin 14*

Regarding: *Poddle Flood Alleviation Scheme*

Date: *21st MAR 2018*

A Dhaoine Uaisle

I refer to your tender for the provisions of consultancy services for the above project dated 26th of May 2017. Terms used in this letter that are defined in the Standard Conditions of Engagement for Consultancy Services (Technical) herein referred to as the 'Standard Conditions' have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below, I accept your Tender:

- ☒ This Letter of Acceptance
- ☒ The Agreement
- ☒ The Standard Conditions of Engagement
- ☒ The Tender and Schedule Parts A and B appended¹ to this Letter of Acceptance
- ☒ Professional Indemnity Insurance Certificate fully completed (MF 2.1).
- ☒ Project Brief
- ☐
- ☐
- ☐
- ☐

This is the Letter of Acceptance referred to in **Schedule A Clause 1.7** of the Standard Conditions.

The Contract Sum is €381,170.85 euro [including VAT at standard and zero rates]

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

Is mise, le meas

Signed

On behalf of *South Dublin County Council*, duly authorised to accept the Tender

ACKNOWLEDGEMENT

We acknowledge receipt of this letter on 21/3/18 (date).

Signed

On behalf of *Nicholas O'Dwyer Ltd.*

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:																							
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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

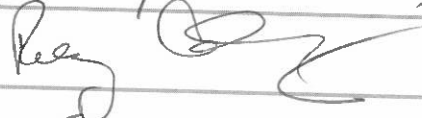
Name of witness

Signature of witness

Witness's occupation

Witness's address

RORY CURTIS



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

Assignment Name: (Ref No 3) Rosslare Coastal Flood & Erosion Scheme		Country: Ireland																			
Location within Country: Rosslare, County Wexford		Professional Staff Provided by Firm: 6																			
Name of Client: Wexford County Council		No. of Key Staff: 6																			
Address: Wexford County Council, Carricklawn, Wexford, Y35 WY93		No. of Staff Months: 80																			
Funding Agency: OPW		Overall project Value (in current Euro or USD): \$ 7.9 m																			
Start Date: February-2022	Completion Date: April -2023	Approx. Value of Service (in current Euro or USD): \$ 787,974																			
Name of Associated Firm (if any): Niras		No. of Months of Professional Staff Provided by Associated Firm: 4																			
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Narrative Description of Project: Rosslare Strand in County Wexford is a popular tourist destination in the southeast which comprises of a low-lying village adjacent to an extensive coastal dune system and is fronted by a sandy beach. There are many notable tourist attractions in Rosslare including the blue flag beach, golf courses and hotels. The coastline at Rosslare Strand is soft sand and has been subject to erosion over many decades. Flooding is also regularly experienced on the west side of the Rosslare spit. Since the 1950's a series of coastal protection measures have been introduced at various sections along the coastline to reduce the rate of erosion. These measures include rock revetments, rock and timber groynes and an extensive beach nourishment programme undertaken in the 1990s. Some of the existing protection measures, like the timber groynes, have now reached the end of their design life. In addition, there are unprotected areas of the coast that need to be protected in order to safeguard properties, businesses and the community itself. At the northern section of Rosslare Point, a number of properties are also at risk of coastal flooding. Wexford County Council appointed Nicholas O'Dwyer Ltd. (NOD) to develop, design, and construct a Coastal Erosion and Flood Relief Scheme (CEFRS), that is technically, socially, environmentally, and economically acceptable, for the community of Rosslare. The appointment will cover all five stages which comprises of stages from statutory consents, to detailed design, tendering, construction and handover.																					
Description of Actual Services Provided by Staff: - o Project Management - o PSDP - o Public & Stakeholder Engagement - o Data Collection & Processing - o Hydrological Assessment - o Hydrological Assessment & Modelling, Coastal Processes - o Environmental Baselines & Desk Studies - o Scheme Options Analysis and Development - o Scheme Development - o CPO - o Planning - o Detailed Construction Design - o Tender - o Construction Contract Documents - o Construction Management - o Commissioning and Handover																					

13th December 2021

FAO: Mr. Jim Oliver
Nicholas O'Dwyer Ltd.
Unit 4, Nutgrove Office Park
Nutgrove Avenue
Dublin D14 V3F6

Re: Rosslare Coastal Erosion and Flood Relief Scheme – Letter of Acceptance

Dear Mr. Oliver,

I refer to your tender for the provision of Consultancy Services for the above project dated 3rd September 2021. Terms used in this letter that are defined in the Standard Conditions of Engagement of Consultancy Services (Technical) herein referred to as the 'Standard Conditions' have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below, I accept your tender:

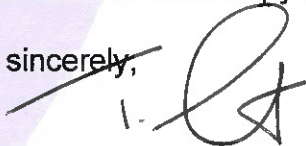
- This Letter of Acceptance
- The Agreement
- The Standard Conditions of Engagement
- The Tender and Schedule Parts A and B appended to this Letter of Acceptance
- Technical Specifications and Requirements
- Pricing Schedule

This is the Letter of Acceptance referred to in Schedule A Clause 1.7 of the Standard Conditions.

The Contract Sum of €454,250.00 excluding VAT for Stages I and II and an overall percentage fee of 4% for Stages III, IV and V.

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

Yours sincerely,



Tom Enright
Chief Executive
WEXFORD COUNTY COUNCIL

Assignment Name: (Ref No 4) Santry River Restoration & Greenway Project		Country: Ireland																						
Location within Country: Co. Dublin		Professional Staff Provided by Firm: 8no.																						
Name of Client: Dublin City Council		No. of Key Staff: 4																						
Address: Dublin City Council, Floor 1, 14 Lower Bridge Street, Usher's Quay, Dublin		No. of Staff Months: 67																						
Funding Agency: Dublin City Council		Overall project Value (in current Euro or USD): \$30m																						
Start Date: 07-2022	Completion Date: Ongoing-2025	Approx. Value of Service (in current Euro or USD): \$958,311																						
Name of Associated Firm (if any): CBEC Eco Engineering UK Ltd. REDscape Landscape and Urbanism		No. of Months of Professional Staff Provided by Associated Firm: 15																						
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Narrative Description of Project: Dublin City Council (DCC) through agreement with Fingal County Council (FCC) and the National Transport Authority (NTA) seeks to implement a river restoration, flood alleviation, greenway and environmental protection project to improve the River Santry in Dublin from its origin in Harristown within Fingal County Council to its point of discharge into Dublin Bay. The duration of the initial scope of works, as outlined in stages (1) and (2) will be for 36 months. Following completion of the tender competition, Nicholas O'Dwyer Ltd Consulting Engineers were appointed in July 2022 by DCC to complete the first 2 stages of the project summarised below: - Stage 1 (a) – Re-evaluation of River Restoration, Environmental Protection, Landscaping, Greenway and Flood Risk Management Options - Stage 1 (b) – Scheme Development and Preliminary Design - Stage 2 - Planning Permission Submission to An Bord Pleanála Nicholas O'Dwyer will be supported in this appointment by their partners REDscape Landscape and Urbanism and cbec Eco-Engineering.																								
Description of Actual Services Provided by Staff: - o Project Management - o Stakeholder mapping and consultation - o Public Consultation - o Catchment hydrology and hydraulic modelling - o Flood risk mapping - o Engineering design of flood mitigation measures including nature based solutions - o Assessment of urban drainage system and impact on flood risk - o Greenway design - o Junction design - o River restoration options development - o Improve WFD water quality status of River Santry - o Cost Benefit analysis - o Preliminary design of greenway and restoration works - o Development of masterplan for Santry Catchment - o Environmental surveys (SEA) - o AA Screening - o EIA Screening & Scoping - o Planning route assessment - o Preparation of Planning Package for submission																								

Letter of Acceptance

To:	Nicholas O'Dwyer Ltd Unit E4, Nutgrove Office Park, Nutgrove Avenue, Dublin 14
Regarding:	Multi-disciplinary environmental and engineering consultancy for Santry River Restoration and Greenway Project
Date:	13/06/2022

A Dhaoine Uaisle

I refer to your tender for the above Contract dated 07/02/2020. Terms used in this letter that are defined in the Conditions of that Contract have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below, I accept your Tender:

- This Letter of Acceptance
- The Pricing Schedule, Quality Submission and Tender and Schedule in your tender
- The following post-tender clarifications (attached):

- Updated RAM and Organisational Chart
- Provision of additional CV for Transport Engineer
- Ref. SRRGP.8.1.1-0.090622NODb, containing
 - Notes and replies from Clarification meeting
 - Updated WBS breakdown costs and invoicing schedule

This is the Letter of Acceptance referred to in the Conditions.

The Contract Sum is €907,639.00 euro [excluding VAT].

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

Is mise, le meas

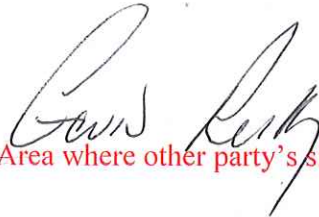
Signed

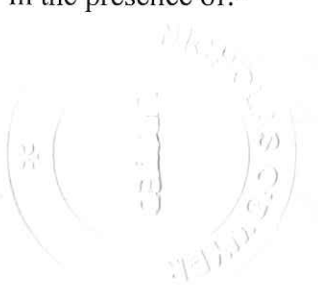


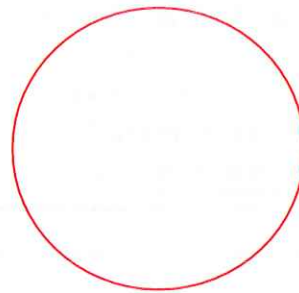
On behalf of *Dublin City Council*, duly authorised to accept the Tender

IN WITNESS whereof the said Nicholas O'Dwyer Limited has hereunto set his hand and affixed his Seal and the Council has caused its Corporate Seal to be affixed hereto the day and year first herein **WRITTEN.**

SIGNED and DELIVERED as a DEED
by the said Nicholas O'Dwyer Limited
In the presence of:-


{ Area where other party's signature is placed }


Delivered as a deed and
PRESENT when the Corporate
Seal of **Dublin City Council**
was affixed hereto:



placed)

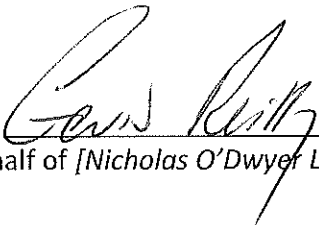
(Area where City Seal should be

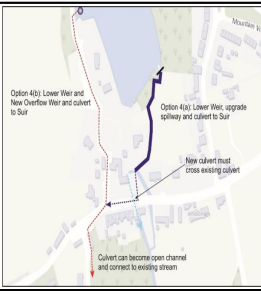
City Council Official,
Wood Quay,
Dublin 8.

Chief Executive of Dublin City Council Civic Offices,

ACKNOWLEDGEMENT

We acknowledge receipt of this letter on 14/06/22 (date).

Signed 
On behalf of [Nicholas O'Dwyer Ltd]

Assignment Name: (Ref No 5) Marfield FRS		Country: Ireland																									
Location within Country: Co. Tipperary		Professional Staff Provided by Firm: 5																									
Name of Client: Tipperary County Council		No. of Key Staff: 5																									
Address: Tipperary County Council, Civic Offices, Clonmel, Co. Tipperary		No. of Staff Months: 48																									
Funding Agency: Tipperary County Council (Irish Government)		Overall project Value (in current Euro or USD): USD 4,695,850																									
Start Date: 10-2021	Completion Date: -Ongoing	Approx. Value of Service (in current Euro or USD): 200,000																									
Name of Associated Firm (if any): N/A		No. of Months of Professional Staff Provided by Associated Firm: N/A																									
Name of senior professional staff of your firm involved and functions performed:																											
<table border="1"> <thead> <tr> <th>Senior Staff</th> <th>Name</th> <th>Functions Performed</th> </tr> </thead> <tbody> <tr> <td>Director</td> <td>Gavin Reilly</td> <td>Client Coordination & Document Review</td> </tr> <tr> <td>Manager</td> <td>Barry Dunphy</td> <td>Client Coordination & Document management</td> </tr> <tr> <td>Hydrologist</td> <td>Michael Bruen</td> <td>Hydrology review</td> </tr> <tr> <td>PSDP</td> <td>Michael Dalton</td> <td>Risk assessment, health and safety co-ordination</td> </tr> <tr> <td>Project Engineer/hydraulic modelling</td> <td>Kevin O' Connell</td> <td>Development of hydraulic model and options</td> </tr> <tr> <td>Panel Engineer</td> <td>Andrew Sheerman Chase</td> <td>Dam inspection and Report</td> </tr> <tr> <td>Environmental Scientist</td> <td>Crona Sheehan</td> <td>Procurement and review of environmental surveys</td> </tr> </tbody> </table>				Senior Staff	Name	Functions Performed	Director	Gavin Reilly	Client Coordination & Document Review	Manager	Barry Dunphy	Client Coordination & Document management	Hydrologist	Michael Bruen	Hydrology review	PSDP	Michael Dalton	Risk assessment, health and safety co-ordination	Project Engineer/hydraulic modelling	Kevin O' Connell	Development of hydraulic model and options	Panel Engineer	Andrew Sheerman Chase	Dam inspection and Report	Environmental Scientist	Crona Sheehan	Procurement and review of environmental surveys
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Narrative Description of Project: Marfield Lake is a freshwater, artificial lake covering an area of 56,230 sq.m and is located to the north west of the village of Marfield and 3km west of Clonmel. The lake is located on a tributary of the River Suir, approximately 1.0km upstream. The lake historically was developed for use in milling and later as a hydro-electric station. There are a number of outlets and culvert systems from the lake including a weir and sluice gate. Marfield Lake has a significant catchment of approximately 18.97 sq.km. The design of the works will be influenced by the fact that the lake is designated as a proposed Natural Heritage Area (pNHA) The project involves a thorough inspection of the existing lake and culvert system - Carry out dam safety inspection and report - Investigate options, including upstream storage, and develop model for preferred flood alleviation option - Prepare cost estimate for construction of preferred option and cost benefit analysis - Presentation of preferred option to Tipperary County Council. Screening for Appropriate assessment and baseline environmental surveys to bring forward for Detailed Design and Constructions.																											
Description of Actual Services Provided by Staff: - Hydraulic and Hydrologic Modelling of Marfield Lake and drainage system - Dam inspection report - Options assessment and Engineering Report to meet Climate resilience and environmental constraints - Project Management - Procurement of environmental surveys - Economic Analysis of the options - Public and stakeholder consultation - Preliminary & Detailed Design and Tender Documentation - Topographic and bathymetric surveys of lake and river system - Site Investigation and Dam stability assessment - Planning consent																											



Comhairle Contae Thiobraid Árann
Tipperary County Council

Comhairle Contae
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Oifigi Cathartha,
Cluain Meala,
Co. Thiobraid Árann
Tipperary County Council,
Civic Offices, Clonmel,
Co. Tipperary

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Tipperary County Council,
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Co. Tipperary

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tipperarycoco.ie

**Binnies Ltd (formerly Black & Veatch Ltd.) & Nicholas O'Dwyer Ltd.,
Unit E4,
Nutgrove Office Park,
Nutgrove Avenue,
Dublin 14.**
By email only: tenders@nodwyer.com

10th September 2021

Letter of Acceptance
Etenders Reference No: 193123

Marlfield Lake Flood Relief Scheme

Dear Mrs. Bird,

I refer to your tender for the provisions of consultancy services for the above project dated 23rd June 2021. Terms used in this letter that are defined in the Standard Conditions of Engagement for Consultancy Services (Technical) herein referred to as the 'Standard Conditions' have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below, I accept your Tender:

- This Letter of Acceptance
- The Agreement
- The Standard Conditions of Engagement
- The Tender and Schedule Parts A and B appended to this Letter of Acceptance
- Professional Indemnity Insurance Certificate
- Project Brief
- Tender Clarifications



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- Pricing Schedule
- Service Requirements,
- Declarations and other tender information

I furthermore accept that the conclusion of any contract between Binnies Ltd (formerly Black & Veatch Ltd.) & Nicholas O'Dwyer Ltd and Tipperary County Council will always be subject to the necessary funding being made available by the competent authority to Tipperary County Council.

This is the Letter of Acceptance referred to in **Schedule A Clause 1.7** of the Standard Conditions.

The Contract Sum is €200,041.25 excluding VAT and percentage fee for stages III, IV and V of 5% for Marlfield Lake Flood Relief Scheme.

Please return to me by email to james.swords@tipperarycoco.ie , no later than 17th September 2021, a copy of this letter acknowledging receipt as indicated below.

Is mise, le meas

Signed:

Print name: James Swords

On behalf of **Tipperary County Council**



Comhairle Contae Thiobraid Árann
Tipperary County Council

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ACKNOWLEDGEMENT

We acknowledge receipt of this letter on 10th Sept

Signed: Gavin Reilly

Print name: GAVIN REILLY



On behalf of **Binnies Ltd (formerly Black & Veatch Ltd.) & Nicholas O'Dwyer Ltd**, duly authorised to accept the Tender