



**KERRY COUNTY COUNCIL
BALLYSEEDY AMENITY TRAIL
PHASE 3**

**PROPOSED AMENITY TRAIL & BRIDGE
AT CAMP, TRALEE, CO. KERRY**

**WORKS REQUIREMENTS
PRELIMINARIES**

Revision Control Table

For & On Behalf of MRG Consulting Engineers Limited				
Rev.	Status	Prepared By	Checked By	Date
T1	Issued for Tender	M. Concannon	C. Sheehy	26 th June 2026

Contents

A10 Project particulars	1
A11 Tender and contract documents	3
A12 The site/ existing buildings.....	5
A13 Description of the work	7
A30 Tendering/ subletting/ supply	10
A32 Management of the works.....	16
A33 Quality standards/ control	17
A34 Indemnification of Landowner	20
Appendix A Letter of Indemnification.....	21

A10

Project particulars

Clauses

110 The works

1. Name: Ballyseedy Wood Amenity Trail Phase: 3
2. Nature: Civils Contract for proposed riverside amenity trail and steel bridge.
3. Location: Camp, Tralee, Co. Kerry.

130 Project supervisor construction stage

1. Project supervisor construction stage: The contractor.
2. Period of appointment: Between the Starting Date and the date of Substantial Completion of the Works contemplated in the Works Requirements

140 Person empowered by the contract to act on behalf of the employer

1. Title: Engineer
2. Name: MRG Consulting Engineers
3. Address: 4 Day Place,
Tralee,
Co. Kerry
4. Contact: Mr. Cathal Sheehy
5. Telephone: 066-7123130
6. Email: cathal.sheehy@mrg.ie

150 Project supervisor design process

1. Name: MRG Consulting Engineers
2. Address: 4 Day Place, Tralee, Co. Kerry
3. Telephone: 066-7123130

200 Designer - Civil Engineering

1. Description: Civil Engineering Works
2. Name: MRG Consulting Engineers
3. Contact: Mr. Silulami Liwani
4. Address: 4 Day Place,
Tralee,
Co. Kerry
5. Telephone: 066-7123130
6. Email: silulami.liwani@mrg.ie

201 Designer - Structural Engineering

1. Description: Bridge Works
2. Name: MRG Consulting Engineers
3. Contact: Mr. Míceál Concannon
4. Address: 4 Day Place,
Tralee,
Co. Kerry

5. Telephone: 066-7123130
6. Email: miceal.concannon@mrg.ie

Ω End of Section

A11

Tender and contract documents

Clauses

110 Tender drawings

1. The tender drawings are:
 - 1.1. 126001-101_T1 Site Layout Plan (1:2500)
 - 126001-102_T1 Proposed Set Down Areas & Haul Roads
 - 126001-103_T1 Proposed Temporary Platform Across Existing Bridge- Plan, Sections & Details.
 - 126001-111_T1 Accommodation Works for Landowner-Part Site Layout Plan & Cross Sections.
 - 126001-201_T1 Site Clearance Plan. Sheet 1 of 2
 - 126001-202_T1 Site Clearance Plan. Sheet 2 of 2
 - 126001-301_T1 Proposed Trail Layout and Longitudinal Section. Sheet 1 of 2
 - 126001-302_T1 Proposed Trail Layout and Longitudinal Section. Sheet 2 of 2
 - 126001-303_T1 Cross Sections (CH:0.00m to CH:375.00m). Sheet 1 of 2
 - 126001-304_T1 Cross Sections (CH:375.00m to CH:675.00m). Sheet 2 of 2
 - 126001-305_T1 Typical Cross Sections and Construction Details. Sheet 1 of 3
 - 126001-306_T1 Typical Cross Sections and Construction Details. Sheet 2 of 3
 - 126001-307_T1 Typical Cross Sections and Construction Details. Sheet 3 of 3
 - 126001-308_T1 Proposed Chicane Gate General Arrangement, Plan and Detail
 - 126001-309_T1 Proposed Signage and Site Furniture Details
 - 126001-401_T1 Bridge Structure No. 3. Plan Layout & Longitudinal Section
 - 126001-413_T1 Bridge Structure No. 3. Bridge Deck Plan Section & Elevation
 - 126001-414_T1 Bridge Structure No. 3. Bridge Deck Sections & Details
 - 126001-415_T1 Bridge Structure No. 3. Bridge Abutment Details
 - 126001-416_T1 Bridge Structure No. 3. Bridge Abutment Wing Walls & Railings
 - 126001-441_T1 Concrete Apron Layout, Cross Section and Details
 - 126001-501_T1 Surface Water Drainage Culvert No. 1 and Details
 - 126001-501_T1 Surface Water Drainage Layout, Cross Section and Details
2. Referenced TII Construction & Commissioning Standard Construction Details (SCD) are as follows:
 - 2.1. CC-SCD-00301 Fencing: Timber Post and Rail Fence
 - CC-SCD-00309 Gates: Steel Single Field Gate
 - CC-SCD-00320 Fencing: Timber Post and Tension Mesh Fence
 - CC-SCD-00704 Pavement - Longitudinal Joint Between New Construction and Existing Road
 - Works Requirements - Preliminaries
 - Works Requirements - Works Specification

180 Other documents

1. The documents included in the Tender Information Pack are:
 - 1.1. MWP - Ecological Impact Assessment of River Lee Riverwalk. Document No. 12292. March 2009.
 - 1.2. MWP - Screening for Appropriate Assessment. Document No. 14135. October 2013.
 - 1.3. Wetland Surveys Ireland Ltd - Ballyseedy Woods Invasive Species Management Plan. Document No. WS0999 Ballyseedy_ISMP. November 2025.
 - 1.4. Irish Drilling Ltd - Ballyseedy Amenity Trail Phase 3, Site Investigation Report. Document No. 26KY101. March 2026.
 - 1.5. Public Works Contract
 - 1.6. Preliminary Health & Safety Plan & Design Risk Assessment

1.7. Topographical Survey

Ω End of Section

A12

The site/ existing buildings

Clauses

110 The site

1. The Contractor's attention is drawn to the fact that there are no site facilities at the Works site at Camp, Tralee, Co. Kerry.
2. The Contractor's attention is drawn to the fact that the Works will take place adjacent to or over the River Lee. The Contractor is to submit to the Employers Representative and the Design Team method statements and a risk assessment (RAMS) for working near and over the river.
3. The Contractor shall confine his operations to the public roads, proposed amenity trail and designated farm access routes denoted on drawing 126001-101. The Contractor shall insist on his workmen using the public roads, footpaths and designated access routes when entering or leaving the site.
4. Before tendering the Contractor shall visit the site and satisfy himself as to conditions obtaining on site.

120 Existing buildings/ structures on/ adjacent to the site

1. **Existing Tralee Bypass River Bridge:** Note restricted headroom under bridge soffit of 2100 mm.
2. **Existing farm access Bridge:** It is proposed to place temporary beams and steel deck over the existing precast concrete farm access bridge that crosses the Lee River at the eastern end of the proposed trail. The contractor is to supply and install these temporary beams and steel deck as per drawing 126001-103. The temporary crossing will be subject to a weight limit of a 14t tracked excavator or 6t wheeled dumper (total gross laden weight not exceeding 11.5t).

140 Existing utilities and services

1. Drawings: (Information shown is indicative only): 126001-201 & 202.
2. **Other information:** Note existing manholes, road gully's and light standards adjacent to existing Tralee Bypass roundabout works area. Dial before you dig. Scan area for existing underground services.

170 Site investigation

1. **Report:** Included in the tender documents.

200 Access to the site

1. **Description:** Access to the site is from the N22 Tralee Bypass roundabout and designated farm access road as denoted on drawing 126001-101 which is accessed from the L2059 local road.
2. **Access for inspections:** Provide access at reasonable times for both on-site and off-site work.

210 Parking

1. **Restrictions on parking of the Contractor's and employees' vehicles:** Parking to be kept to the area to the west of the trail head at the existing N22 Tralee Bypass Road Bypass and set down areas at the ends of the farm access road. All farm gate to be kept closed at all times.

220 Use of the site

1. **General:** Do not use the site for any purpose other than carrying out the Works.

230 Surrounding land/ building uses

1. **General:** Adjacent or nearby uses or activities are as follows:

- 1.1. Tralee Bypass Road.
- 1.2. Farm land.
- 1.3. Existing greenway.

240 Health and safety hazards

- 1. **Information:** The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.
- 2. **Site staff:** Draw to the attention of all personnel working on the site the nature of any possible hazards, risks and contamination and the need to take appropriate precautionary measures.

250 Site visit

- 1. **Assessment:** Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.
- 2. **Arrangements for visit:** Contact to awarding body.

Ω End of Section

A13

Description of the work

Clauses

120 The works

1. Description:
 - 1.1. This Contract comprises works by the Contractor for Kerry County Council, the Contracting Authority (hereinafter referred to as the Employer), as required for the construction of the new amenity trail and bridge structure at Camp, Tralee, Co. Kerry on the proposed Ballyseedy Amenity Trail Phase 3.
2. The scope of the Contract will include the following:
 - 2.1. Supply and installation of temporary fencing to site access tracks, from existing farm access road, and set down areas.
 - 2.2. Supply and installation of temporary security fencing to site access off existing Tralee Bypass Road roundabout.
 - 2.3. Supply and installation of proposed temporary silt fence.
 - 2.4. Site clearance and stripping of topsoil from site access roads, set down areas and crane platform.
 - 2.5. Preparation, supply, installation and compaction of granular material to form new site access roads, set down areas and crane platform.
 - 2.6. Removal of existing steel field gates as denoted in Site Clearance drawings and storage on site for later reuse.
 - 2.7. Removal of existing fencing as denoted in Site Clearance drawings.
 - 2.8. Establish temporary invasive species containment areas.
 - 2.9. Site clearance and stripping of topsoil from amenity trail. Preparation of ground each side of proposed bridge.
 - 2.10. Demolish existing headwall and remove existing flap valve.
 - 2.11. Excavate to formation level for surface water culvert at Drainage Outfall No.1 and extension to the existing pipe at Drainage Outfall No. 2. Temporary support to riverbank and/ or dewatering as required by the Contractor.
 - 2.12. Preparation, supply and installation of precast concrete headwalls, solid twinwall corripipes and flap valves to surface water culvert at Drainage Outfall No.1 and extension to the existing pipe at Drainage Outfall No. 2.
 - 2.13. Supply and installation of rock armour and rip-rap stone bed at Drainage Outfall No.1 and extension to the existing pipe at Drainage Outfall No. 2.
 - 2.14. Backfill around twinwall corripipes and headwalls as per drawing details.
 - 2.15. Infill existing drainage channel adjacent to new culvert at Drainage Outfall No. 1.
 - 2.16. Excavate to formation level for bridge abutment & wing wall foundations. Temporary support to riverbank and/ or dewatering as required by the Contractor.
 - 2.17. Supply and placing of blinding concrete to specification on suitable bearing formation.
 - 2.18. Supply, placement and tying on site of all steel reinforcement in accordance with reinforcement schedules and drawing details issued by MRG Consulting Engineers.
 - 2.19. Supply and installation of all formwork to specification as required to form the reinforced concrete abutments. The Contractor shall be responsible for setting out of the formwork to the levels and dimensions indicated on the drawings and for ensuring that both abutment structures are set out accurately relative to each other and in accordance with the drawing information.
 - 2.20. Supply and pouring/ casting of structural concrete to specification in the construction of the abutment structures including forming wall kickers and forming construction joints as

indicated on the drawings. Attention is drawn to the requirement for a “curtain wall” at the top of the abutment wall to be poured at a later stage after the concrete abutment structures are cured and the steel bridge structure is installed. This is to facilitate a movement joint installation at both ends of the bridge deck structure and accuracy of dimensional and level tolerances around same.

- 2.21. Removal of all formwork and supports and general tidy up and snagging on completion of the works.
- 2.22. Supply and installation of waterproofing system to back of abutment/ wing walls and installation of back of wall drainage.
- 2.23. Supply, preparation and installation of galvanised steel gabion basket type wing/ retaining walls.
- 2.24. Preparation and filling of approach ramps.
- 2.25. Supply, fabrication, galvanising, painting, transport ,erection and fixing of all structural steelwork, guard railings and timber decking for the new bridge including:
 - 2.25.1. Production of approved fabrication drawings in 2D and 3D digital format.
 - 2.25.2. Fabrication of the steel bridge.
 - 2.25.3. It is intended to construct the steel bridge in two pieces with shop welded cross members and a bolted splice at the mid-point to facilitate galvanising. Each section of bridge measure approximately 2.63 m wide by 8.55 m long. The steelwork contractor is to closely co-ordinate with their chosen galvaniser all details around the galvanising, paying particular attention to the location of vent and drain holes to ensure a quality even finish free from blemishes and pitting.
 - 2.25.4. Fabrication of handrails.
 - 2.25.5. Shop trial assembly of the bridges including handrails prior to galvanising. No modifications to the steelwork will be allowed post galvanising. The Employer's team and Design Engineers request inspection of the trial assembled bridges for approval prior to disassembling and sending for galvanising.
 - 2.25.6. Post galvanising, all steelwork shall be shop topcoat painted as per Section G of the specification. Final colour to be agreed with the Employer.
 - 2.25.7. Supply and installation of proprietary timber decking comprising of 45mm thick Hi-Grip Excel pressure treated redwood timber decking and provided with epoxy bauxite aggregate inserts (to achieve Minimum Pendulum Test Value (PTV) of 45) as specified on the bridge drawings.
 - 2.25.8. Transport to site, assemble, erection and completion of the steel bridge structure, handrails and installation of holding down anchors and grouting to bearings/ bases. Steelwork contractor to touch up any damage to paint work before leaving site.
 - 2.25.9. Provision and mobilisation, as appropriate, of all such plant, equipment, transport, craneage, access, materials, labour, supervision and workmanship as may be required to carry out the construction and safe installation of the Steel Bridge Structure.
 - 2.25.10. The Steelwork Contractor shall inspect the site before beginning fabrication to access the access routes, set-down areas and crane platform.
 - 2.25.11. The Steel Contractor shall submit to the PSCS, 3 weeks in advance of delivery of the bridge structure to site their proposals for health and safety management of the bridge installation works to include methodology of installation, proposed resources and equipment, crane details and craneage lift plan and risk assessments.
- 2.26. Excavation and preparation of ground around proposed flood relief spillway.
- 2.27. Supply, placement and tying on site of all steel reinforcement in accordance with reinforcement schedules and drawing details issued by MRG Consulting Engineers.
- 2.28. Supply and installation of all formwork to specification as required to form the flood relief spillway reinforced concrete pavement.

- 2.29. Supply and pouring/casting of structural concrete to specification in the construction of the flood relief spillway concrete pavement. Finish the concrete as described in section E41 of the specification.
- 2.30. Removal of all formwork and supports and general tidy up and snagging on completion of the works.
- 2.31. Supply and installation of rock armour and rip-rap stone bed to flood relief spillway.
- 2.32. Carry out underpass pathway repair works and install rock armour.
- 2.33. Excavation, preparation, filling and compaction of proposed amenity trail with granular fill material.
- 2.34. Preparation, placement and compaction of amenity trail subbase.
- 2.35. Backfill to sides of amenity trail with selected excavated material and complete backfill to rock armour with Class 6A granular material.
- 2.36. Preparation, placement and compaction of amenity trail Clause 804 wearing course.
- 2.37. Preparation and placement of asphalt binder course to selected areas denoted on the proposed works drawings.
- 2.38. Placement, levelling, preparation and seeding of topsoil to the sides of the trail.
- 2.39. Preparation and placement of asphalt surface course to selected areas denoted on the proposed works drawings.
- 2.40. Excavation, preparation, filling and compaction of both accommodation works farm access roads with granular fill material.
- 2.41. Preparation, placement and compaction of both accommodation works farm access roads subbase.
- 2.42. Preparation, placement and compaction of realigned gravel access road to farmyard with a Clause 804 wearing course.
- 2.43. Preparation and placement of asphalt binder course to both accommodation works farm access roads as per drawings and specification.
- 2.44. Preparation and placement of asphalt surface course to both accommodation works farm access roads as per drawings and specification.
- 2.45. Supply and installation of treated timber post and rail/ tension mesh fencing as outlined in contract documents.
- 2.46. Supply and installation of treated timber post and rail/ tension mesh fencing as outlined in contract documents.
- 2.47. Supply and installation of field gates as outlined in contract documents.
- 2.48. Supply and installation of all amenity trail signage, chicane gates and treated timber benches.
- 2.49. Remove temporary post and chicken wire fencing to site access roads and reinstate farm electric fencing with new wire and timber posts to original alignment.
- 2.50. Provision to the Client and the Designer of all concrete cube test results in connection with the above and all documentation required to confirm compliance of reinforcing steel, concrete and formwork compliance with the specification.
- 2.51. Mobilisation of all plant and equipment required to deliver materials to the works locations.
- 2.52. Implementation of all measures required for the management of the works in accordance with health, safety and welfare at work regulations. The Contractor shall provide all necessary documentation including method statements and risk assessments to the PSCS in connection with same.
3. The Civil Contractor is advised to visit the site to assess access routes, laydown areas, plant and lifting requirements and existing overhead services and to satisfy themselves that they have made adequate provision in their works proposals for the safe construction of the works.
4. Tenderers will be requested to submit details of their experience on similar projects.

Ω End of Section

A30

Tendering/ subletting/ supply

Clauses

110 Scope

1. **General:** These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

120 Form of contract

1. **The contract:** OGP Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer, document reference PW-CF5 v.2.9 November 2025.
2. **Requirement:** Allow for the obligations, liabilities and services described.

Pricing/ submission of documents

470 Contractor designed elements

1. **General:** Where works are designed by the Contractor to facilitate construction of the Contract Works, these elements shall be designed by a Chartered Engineer with relevant experience. Such elements include, but not limited to, the following:
 - a) Temporary works.
2. **Design:** The Chartered Engineers Design Organisation must have current Professional Indemnity Insurance (Min. cover €1M), Public Liability Insurance (Min cover €6.5M) and Employer Liability Insurance (Min. cover €13M). Copies of all insurance certificates to be provided for record purposes.

480 Programme of the works

1. The works programme:
 - 1.1. The Contractor shall submit his Programme of Works in accordance with Clause 4.9 of the Conditions, and in compliance with the following requirements.

Notwithstanding the requirements of the Conditions, the Contractor shall provide the programme in a form of a Gantt chart produced as a result of a "critical path analysis" which must incorporate the constraints stated or implied in the Contract. It shall show the level of detail appropriate to each stage of the Works and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest event dates. The critical path should be clearly shown on the programme.

The Contractor shall also provide the programme in electronic format (Microsoft Project (.mpp) or equivalent approved) to the Employer's Representative. The Contractor shall provide all necessary software, for the duration of the Works, to edit the programme.

Where, for a Works Item, there is a local concentration of individual distinct operations which cannot be satisfactorily represented in enough detail on the Gantt Chart for the full length of the execution and completion of the Works, for example at a Structure, then an individual Bar Chart detailing such activities shall be provided to the Employer's Representative.

Additionally, and notwithstanding any other provision of the Contract, the Employer's Representative shall have the right to request the Contractor to provide a Bar Chart programme for any part of the Works. Bar Chart Programmes shall list the location and description of activities to which they refer and show for each listed activity a horizontal bar indicating the start, duration and end date of that operation plotted to a horizontal scale of time.

Substantial completion of the works shall be required to be achieved within 10 months of the contract award date.

2. Schedule of stated constraints:

2.1. This list of Constraints is not exhaustive and all other constraints suggested or implied by the Contract Documents or considered prudent by the Contractor following his inspection of the Site shall be taken into account by him in formulating his programme.

2.1.1. General programme constraints:

- 2.1.1.1. The "Permitted Access Routes" to and from the site are outlined in Section A12, Clause 200, of the Specification. The Contractor shall allow for the construction of access routes to site and restrictions on access to and from the site in his Programme of Works.
- 2.1.1.2. Provision of environmental protection prior to main construction operations and in particular the mitigation measures outlined in Section 5 of MWP report "An Ecological Impact Assessment of River Lee Riverwalk".
- 2.1.1.3. Constraints in relation to substances hazardous to health.
- 2.1.1.4. The Contractor is required to submit independent check certificates for temporary works.
- 2.1.1.5. The line and level of the existing services and utilities shall be established and the Employer's Representative shall be furnished with the line and level information at least 2 weeks in advance of drainage works.
- 2.1.1.6. Before any works to services are carried out proposals for protection, diversions and temporary support to services are to be agreed and approved by the relevant utility provider.
- 2.1.1.7. Maintenance of access for farm traffic during the works.
- 2.1.1.8. Tree felling shall not be carried out between 1st March to 31st August without prior approval of the NPWS.
- 2.1.1.9. Any in-river works shall be completed between 1st July and 30th September unless agreed and confirmed in writing to the Employer's Representative with Inland Fisheries Ireland (IFI).
- 2.1.1.10. Compliance with and approval of relevant third parties including but not limited to Inland Fisheries Ireland, NPWS, OPW and Kerry County Council.

530 Substitute products

1. **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.
2. **Compliance:** It is the responsibility of the contractor to prove that the proposed changes are of equal or greater standard than the original materials. Substitutions accepted will be subject to verification requirements by the Design Engineer. All substitutions must be approved in writing prior to their use.

540 Quality control resources

1. **Statement:** Describe the organisation and resources to control the quality of the Works, including the work of subcontractors.
2. **QA staff:** Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.
3. **Submit:** With the Tender

570 Safety and health information

1. **Content:** Describe the organisation and resources to safeguard the safety and health of operatives, including those of subcontractors, and of any person whom the works may affect.

2. Include

- 2.1. A copy of the contractor's safety and health policy document, including risk assessment procedures.
- 2.2. Method statements on how risks from hazards identified in the preliminary safety and health plan will be addressed.
- 2.3. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- 2.4. Accident, sickness and enforcement action records for the past five years.
- 2.5. Relevant construction knowledge and experience of managing, coordinating and monitoring others.
- 2.6. Experience in preparing and monitoring compliance with safety plans/ files.
- 2.7. The number and type of staff available for this project with details of their training, skills, experience and duties.
- 2.8. Proposed site organization including emergency procedures, fire prevention and escape and arrangements for welfare facilities.
- 2.9. Review procedures to obtain feedback.

3. Submit: With tender

580 Temporary works

1. **General:** The Contractor shall provide, at his own expense, all temporary works required for the completion of the Contract.

600 Environmental management

1. Notwithstanding any other provisions of the Contract, the Contractor shall establish and implement, during the execution and completion of the Works, an Environmental Operating Plan consistent with and analogous to the TII "Guidelines for the Creation, Implementation and Maintenance of an Environmental Operating Plan" and MWP "An Ecological Impact Assessment of River Lee Riverwalk".
2. The Environmental Operating Plan shall be structured to differentiate between and address separately all of the following:
 - 2.1. Short term impacts of construction activities.
 - 2.2. Required mitigation measures that relate to the execution and completion or operation of the Works.
 - 2.3. Any other commitments made in respect of the execution and completion of the Works Procedures.
 - 2.4. Processes and resources provided in order to avoid wherever possible environmental accidents and pollution, to encourage reduced consumption of resources.
 - 2.5. Processes and resources provided to restrict the production of waste and to promote good relationships with the relevant Authorities, and Statutory Undertakers.
3. Notwithstanding any other provisions of the Contract, the Environmental Operating Plan shall include site-specific method statements for all Works activities where there shall be or may be a risk of environmental damage, which:
 - 3.1. Shall show how the proposed methods of construction shall reduce impacts and how contingency plans and emergency procedures shall limit damage caused by accidents, spillages or other unforeseen events.
 - 3.2. Shall ensure that such method statements and the like shall include notification procedures for the relevant Authorities and Statutory Undertakers.
 - 3.3. Shall pay particular attention to any works in the vicinity of the River Lee.
4. The Contractor shall appoint a site Environmental Manager to develop, implement and maintain the Environmental Operating Plan. The Environmental Manager should possess sufficient training,

experience and knowledge appropriate to the nature of the task to be undertaken for completion of the Works.

5. The Contractor shall submit to the Employer's Representative details of the Environmental Operating Plan, method statements and a Waste Management Plan prior to the commencement of the execution of the Works.
6. All construction and operations shall be carried out in accordance with the Control of Water Pollution from Linear Construction Projects. Technical Guidance (C648) (CIRIA 2006), Control of Water Pollution from Linear Construction Projects, Site Guide (C649) (CIRIA 2006), and in accordance with TII Guidelines for the Crossing of Watercourses during the Construction of National Road Schemes.
7. Soil storage areas will be sited away from drains and appropriate measures put in place to ensure siltation does not enter the drainage network (e.g. sediment traps and silt fences). The storage of oils, hydraulic fluids, etc will be outside of any floodplain and undertaken in accordance with current best practice for oil storage (Enterprise Ireland, BPGCS005).
8. Temporary invasive species containment areas will be sited away from drains and appropriate measures put in place to ensure siltation or vegetation does not enter the drainage network (e.g. sediment traps and silt fences). All excavated material to be segregated from other site materials. The temporary invasive species containment areas are to be securely fenced and clearly signposted for the duration of the works.
9. The management and control of invasive species (in accordance with Kerry County Council's Invasive Species Management Plan) - include for walkover survey and identification of invasive plant species in the vicinity of the works/haul route areas.
10. The pouring of concrete, sealing of joints, application of water-proofing paint or protective systems, curing agents, etc will be completed in the dry to avoid pollution of the freshwater and seawater environment.
11. Fuels, lubricants and hydraulic fluids for equipment used on the construction site will be carefully handled to avoid spillage, properly secured against unauthorised access or vandalism, and provided with spill containment according to codes of practice.
12. Fuelling and lubrication of equipment will be carried out in a bunded area and will not be carried out on sites close to watercourses.
13. Waste oils and hydraulic fluids will be collected in leak-proof containers and removed from the site for disposal or re-cycling.
14. Wheel wash, dewatering and concrete - a designated bunded and impermeable wheel wash area be provided. Resultant wastewater is to be diverted to siltation pond for settling out of solids, prior to release. It is important that a pumping / dewatering system is well planned. Pumped water will need to be treated in the adequate settlement pond and silt trap before it can enter the River Lee. It is important to prevent concrete from entering water on-site and entering watercourses.
15. Throughout all stages of the construction phase of the project the contractor shall ensure that good housekeeping is maintained at all times and that all site personnel are made aware of the importance of the river and estuarine environment and the requirement to avoid pollution of all types.
16. All machinery and plant used shall be regularly maintained and serviced and will comply with appropriate standards to ensure that leakage of diesel, oil and lubricants is minimised. Such maintenance will be carried out in areas remote from water bodies.
17. Foul drainage from site compound etc. will be removed to a suitable treatment facility or discharged to a septic tank system constructed in accordance with EPA guidelines.
18. An emergency-operating plan shall be established by the Contractor (and approved by the Local Authority) to deal with incidents or accidents during construction that may give rise to pollution of adjacent water bodies). This will include means of containment in the event of accidental spillage of hydrocarbons or other pollutants (including oil booms and soakage pads).
19. The Contractor shall liaise with the National Parks & Wildlife Service prior to and throughout the construction process.
20. Prior to commencement of the Works, the Contractor shall engage a suitably qualified project ecologist for the construction phase of the scheme. The ecologist shall have access to the

Construction Methodology Plan and shall, where he/she considers it appropriate in regard to the Environmental Operating Plan, have an input into that plan. The ecologist shall:

- 20.1. Monitor all construction works likely to impact on key ecological environments.
 - 20.2. Identify any potential avoidance zones if necessary.
 - 20.3. Liaise with the Contractor in regard to the restrictions on works in terms of time, duration and location of such works.
 - 20.4. Advise in regard to the implementation of associated mitigation measures.
 - 20.5. Advise on the duration, scale and extent of any vehicular movements, deemed necessary for construction purposes only.
 - 20.6. Advise the Employer's Representative Project Ecologist and National Parks and Wildlife Service (NPWS) on an ongoing basis of all monitoring and mitigation measures required to be implemented prior to, during, and post construction works.
21. Mitigation measures outlined in Section 5 (An Ecological Impact Assessment of River Lee Riverwalk) of this report to be included and designed into the project. These measures are required under the agreed Part 8. The following are considered to be a minimum requirement:
- 21.1. **Riparian leave strip:** With regard to near-stream work, a riparian leave strip will be clearly marked, and its significance explained to all operatives. (Leave strips are the areas of land and vegetation adjacent to watercourses that are to remain in an undisturbed state, throughout and after the development process.) This strip should be marked out adjacent to the proposed route footprint, and machinery should be excluded. This will also prevent access to river banks by machinery and avoid any erosion of the bank or the buffer.
 - 21.2. **Sediment controls:**
 - a) Implement control measures to prevent runoff flowing across exposed ground within the working areas and become polluted by sediments. The provision of a temporary land drainage system to divert surface water from the work areas will be included in the works scope.
 - b) Regularly inspect and maintain surface water and sediment controls. Inspection and maintenance are especially important after prolonged or intense rainfall.
 - c) Designate a stockpiling area located away from drains and surface water bodies. Additional protection by a silt trapping apparatus, such as a geotextile silt fence to prevent contaminated runoff.
 - d) Temporary silt fences should be erected on the river side buffer strip to trap sediment particles when work is taking place during a prolonged wet weather period or intense rainfall event.
 - 21.3. **Silt fence:** Provide, install, maintain, and remove temporary silt fence for protection of watercourses, including all materials, labour, plant, and disposal. Installation to comply with Inland Fisheries Ireland and EPA guidelines. Silt fence to be installed along the top of the bank, minimum 1.0m from the edge of the watercourse, as indicated on Drawing No. 126001-301 & 302 and to the satisfaction of the Engineer.
22. Water Quality Measures: In order to minimise any potential for deterioration in water quality from storm water discharges the following measures shall be implemented:
- 22.1. All material including oils, solvents and paints shall be stored within temporary bunded areas or dedicated bunded containers.
 - 22.2. Refuelling shall take place in a designated bunded area away from surface water gullies, drains and water bodies, in the event of refuelling outside of this area, fuel will be transported in a mobile double skinned tank.
 - 22.3. All machinery and plant used shall be regularly maintained and serviced and will comply with appropriate standards to ensure that leakage of diesel, oil and lubricants is minimised.
 - 22.4. Spill kits and hydrocarbon absorbent packs will be available and drip trays will be used during refuelling.
 - 22.5. All relevant personnel will be fully trained in the use of this equipment.

- 22.6. Road run-off shall be channelled through a stilling process to allow suspended solids to settle out (this may be in open ditches, ponds, hydrodynamic separators, etc.) or through some form of spill-containment facility and hydrocarbon interceptor prior to discharge to a watercourse. A Class 2 Bypass Petrol/Oil Interceptor shall be provided on any temporary outfalls at the commencement of construction phase.
- 22.7. All pollution control facilities and attenuation areas shall be fitted with a penstock or similar restriction at the outfall to the receiving channel to contain pollutants in the event of an accidental spillage during the construction stage and as part of the permanent works.
- 22.8. Where soil/made ground and subsoil stripping occurs, the resulting excavated soil fractions will be segregated into inert, non-hazardous and /or hazardous fractions (in accordance with Council Decision 2003/33/EC, the EPA water classification criteria at certain licensed landfills in Ireland).
- 22.9. The excavation and handling of inert material shall be carefully managed in such a way as to prevent any potential negative impact on the receiving water environment.
- 22.10. The height of stored topsoil will not exceed 2m.
- 22.11. Where possible the excavated spoil shall not be stored beyond the working day, however in the event that this is not practical appropriate precautions in relation to the material shall be taken. These precautions will include appropriate storage and covering.
- 22.12. All associated hazardous construction waste shall be stored within temporary bunded storage areas prior to removal by an appropriate EPA or Local Authority approved waste management contractor.
- 22.13. The guidelines provided by the Department of the Marine and Natural Resources, with respect to concrete wash waters, CIRIA, the UK Environment Agency and Environment and Heritage Service, the UK Department of the Environment and Inland Fisheries Ireland shall be adhered to in order to ensure that there is a neutral impact on the water environment during the construction phase of the proposed development.
23. The Employer's Representative has held consultations with Inland Fisheries Ireland IFI in relation to the proposed works and the following measures are to be implemented by the Contractor:
 - 23.1. The Lee River is a Salmonid river. The Lee River has a good number of Trout stocks. The integrity of the streams bank, river channel and water quality must be protected at all times.
 - 23.2. Any in-river works shall be completed between 1st July and 30th September unless agreed and confirmed in writing to the Employer's Representative with Inland Fisheries Ireland (IFI).
 - 23.3. The methodology to excavate the bridge abutments, headwalls and rock armour and mitigation measures to protect the water quality and river channel will need to be identified and agreed with the Employer's Representative and IFI prior to works commencing, and as a condition of works.
 - 23.4. Site construction: good site management practices should be adopted and included in the method statement, prior to site clearance and during site construction to prevent discharge of silt/ hydrocarbon contaminated waters to surface waters or storm drainage.

620 Traffic management

1. The contractor is to provide a traffic management plan as may be required to facilitate the works.
2. The traffic management plan should provide for appropriate signage at the site entrances around the N22 Tralee bypass roundabout, the N22 Killarney Rd/ L2059 local road junction and the L2059 local road at the entrance to the farm access road.
3. The traffic management plan should provide for appropriate signage, lane width reductions, etc for the road pavement accommodation works to both farm access roads adjacent to the N22 at the Tralee bypass roundabout and existing farm access off N22 Killarney Rd.

Ω End of Section

A32 Management of the works

Generally

100 Co-ordination

1. **General:** The Contractor is to co-ordinate with the Client and Design Team in relation to safety management and programming of the works.

110 Supervision

1. **General:** Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
2. **Coordination:** Arrange and monitor a programme with each subcontractor, supplier, local authority and public service company/ authority. Obtain and supply information as necessary for coordination of the work.

Ω End of Section

A33

Quality standards/ control

Standards of products and executions

130 Quality of products

1. **Generally:** New. (Proposals for recycled products may be considered).
2. **Supply of each product:** From the same source or manufacturer.
3. **Whole quantity of each product required to complete the Works:** Consistent in kind, size, quality and overall appearance.
4. **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
5. **Deterioration:** Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 Quality of execution

1. **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
2. **Colour batching:** Do not use different colour batches where they can be seen together.
3. **Dimensions:** Check on-site dimensions.
4. **Finished work:** Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
5. **Location and fixing of products:** Adjust joints open to view so they are even and regular.

140 Evidence of Compliance

1. **Proprietary products:** Retain on site evidence that the proprietary product specified has been supplied.
2. **Performance specification:** Submit evidence of compliance, including test reports indicating:
 - 2.1. Properties tested.
 - 2.2. Pass/ fail criteria.
 - 2.3. Test methods and procedures.
 - 2.4. Test results.
 - 2.5. Identity of testing agency.
 - 2.6. Test dates and times.
 - 2.7. Identities of witnesses.
 - 2.8. Analysis of results.

170 Manufacturer's recommendations/ instructions

1. **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. **Changes to recommendations or instructions:** Submit details.
3. **Ancillary products and accessories:** Use those supplied or recommended by main product manufacturer.

185 Materials and equipment

1. **Materials:** All materials which the Contractor proposes to use shall conform to the latest edition of the appropriate Eurocode or Irish Standard Specification where such exists, or with the appropriate British Standard Specification. If no appropriate Standard Specification exists, the materials and equipment shall be of the best of their kind available and subject to the approval of the Engineers.
2. **Samples:** Samples of all materials to be used on the works shall be provided by the Contractor. All material used on site shall be of a quality equal to, or better than, the approved samples. In

accordance with the Construction Products Regulations 2013 all construction products covered by a harmonised technical specification must carry a CE mark. A Declaration of Performance must be made available for any product that requires a CE mark.

190 CPD requirements

1. **General:** The Contractor shall carry out the works in accordance with the contract documents and comply with all statutory requirements.
2. **CPD: Construction Products Directive**
 - 2.1. These requirements should be read in conjunction with all other tender documents.
 - 2.2. The EU Construction Products Regulations (No. 305/2011–CPR) set out harmonised conditions for construction products and is directly applicable in its entirety in Irish Law from July 2013.
The Contractor should note that:
 - a) CE Marking of construction products covered by harmonised European Standards is mandatory.
 - b) European Assessment Documents (EADs) have been developed for products not covered or not fully covered by a harmonised European Standard (hEN). The EAD provides the basis for the European Technical Assessments (ETA) and CE marking.
 - c) A manufacturer shall draw up a Declaration of Performance for products covered by a hEN or ETA. The manufacturer by drawing up a Declaration of Performance assumes responsibility for conformity of the product with the declared performance.
 - d) Other materials must comply with appropriate Irish Standards or Irish Agreement Certificate or an alternative National Technical Specification of any state which is a contracting party to the Agreement on the European Economic Area, which provides an in use level of equivalent safety and suitability.
 - 2.3. All construction products used in the construction of the project must comply with a) to d) above as appropriate.
 - 2.4. The Contractor must ensure that all products incorporated into the works and properly CE marked where required in accordance with the Construction Products Regulations 2013. The Contractor must ensure compliance with performance criteria specified. The Contractor must make available at all times a copy of the Declaration of Performance supplied by the manufacturer for CE marked products incorporated into works.
 - 2.5. Please note that whenever products are specified by proprietary name the phrase “or equivalent” is to be deemed to be included.
 - 2.6. Please find below non exhaustive list of materials /products and associated requirements.
 - a) Metal Anchors in Concrete: ETAG 001. Harmonised: Y. Requirements: CE/DoP /ETA.
 - b) Structural Concrete: I.S. EN 206. Harmonised: N. Requirements: DoP, Irish Standards, Mark License.
 - c) Steel Reinforcing: I.S. EN 10080. Harmonised: N. Requirements: CARES Certification.
 - d) Execution of Steel Structures: EN 1090-1 + A1 2011 Harmonised: Y. Requirements: CE/DoP, Certificate of Factory Production Control (CoFPC) EXC2.
 - e) Structural Steel Coatings: ISO 12944. Harmonised: Y. Requirements: Agreement Cert or Equal Approved.

Accuracy/ setting out generally

320 Levels and setting out

1. **General:** All levels shall be referred to Ordnance Datum, Malin Head and shall be taken from a datum shown on the drawings, or from permanent benchmarks which have been established on site.
2. **Levels and dimensions:** Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
3. **Inform:** When complete and before commencing construction.

Services generally

410 Services regulations

1. **New or existing services:** Comply with the Byelaws or Regulations of the relevant Statutory Authority.

Work at or after completion

710 Work before completion

1. **General:** Make good all damage consequent upon the work.
2. **Temporary markings, coverings and protective wrappings:** Remove unless otherwise instructed.
3. **Protection of works::** The Contractor shall, at his own expense take all necessary precautions to protect existing and new works at the site and the immediate approaches thereto from damage by traffic, weather or other causes and shall make good any works so damaged.
4. **Removal of rubbish::** The Contractor shall remove all surplus material and all rubbish from the site upon completion of works.

Ω End of Section

A34

Indemnification of Landowner

100 General

1. **Insurances:** Notwithstanding the insurances required of the Contractor and stated in the Tender & Schedule Part 1D the Contractor must also allow to indemnify the landowner who is granting access across his lands to facilitate construction of the scheme. Refer to Appendix A for wording of Letter of Indemnification.

Appendix A Letter of Indemnification

**Contractors Insurer
Headed Paper**

Indemnity – Use of Premises

Insured : Main Contactor

Policy Number : TBC

Period of Insurance : Duration of Contract Works

Specified Party : TBC

Address of Premises : TBC

Purpose of use : To Facilitate Works associated with Ballyseedy Amenity Trail Phase III

Period of use : Duration of the Contract

Date of Issue :

Dear Sir/Madam,

This is to confirm that the Insurer will indemnify the Specified Party in respect of legal liability which arises out of or in connection with the use of the premises/lands above for the purpose specified above, during the period of use shown above.

Provided always that :

- (a) the Specified Party is not entitled to indemnity under any other policy;
- (b) the Specified Party shall, as though they were the Insured, observe, fulfil and be subject to the Terms, Definitions, Conditions, Exclusions, Endorsements and Limits of the Policy insofar as they can apply;
- (c) the Insurer shall have the full conduct and control of all Claims for which indemnity is provided;
- (d) the liability of the Insurer shall not exceed the Limit of Indemnity and indemnity will apply in priority to the Insured.

The Limit of Indemnity is not less than €6,500,000 any one Occurrence.

If you have any queries, please do not hesitate to contact me using the details below

Yours sincerely,

Signed on behalf of Insurer

