

TOBIN

**Inland Fisheries Ireland
Castlecor Weir Removal
Project, Castlecor, Co. Meath
General Specification Report**

BUILT ON KNOWLEDGE

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1.0 DESCRIPTION OF WORKS.

1.1 DOCUMENTS

The Conditions of Contract applicable to this Contract are those contained in “**Open procedure for Works contractors- Reference ITTW 2**”. Documents included in the Contract are as follows:

Documents included in the Contract are as follows:

Volume A: Works Requirements

Volume A1 – Specification – Description of Works and Contract Requirements (this document)

Volume A2 – Specification – Materials, Workmanship and Methods of Construction

Volume A3 – Drawings (as listed in Clause 1.6)

Volume B: Form of Tender, Agreement, Conditions of Contract and Schedules

Form of Tender

Agreement, Conditions of Contract and Schedules

Volume C: Pricing Document

Pricing Document

The Works Proposals submitted by the Contractor with his Tender also forms part of the documents included in the Contract.

The following Documents, which are not included in the Contract, provide Relevant Background Information:

- Site Investigation Results
- Archaeological Assessment

Volume A1 is a specific specification of the Works Requirements for this contract. Volume A2 is a general specification, and not all clauses may be relevant to this contract. Specifications in Volume A1 will take precedence over specifications in Volume A2 where there appears to be inconsistencies between the two volumes. Details or specifications shown on Volume A3 – Drawings will take precedence over details or specifications in Volume A2 where there appears to be inconsistencies between the two volumes.

1.2 SUMMARY OF SCOPE OF WORKS

The Works comprise the construction of the removal of Castlecor Weir on the Upper Inny River, Co. Meath, together with associated river restoration and all ancillary works required to deliver a fully functional and compliant scheme in accordance with the planning permission (Ref. 25/61212).

Castlecor Weir Site

- Demolition and complete removal of the existing concrete weir structure, sluice gate and fish pass. In Accordance with Clause 7.10 of the General Specification.



- Regrading and restoration of approximately 220m of river channel to establish a naturalised channel profile suitable for fish passage and sediment continuity.
- Installation of natural river enhancement features including placement of boulders, graded rock and root wads to replicate natural channel morphology.
- Works to Castlecree Bridge to remove sediment build-up and facilitate sediment conveyance and reduce flood risk.
- Sealing of the disused mill headrace to prevent unintended flow diversion.
- Riverbank stabilisation, reprofiling and reinstatement works including seeding and planting with appropriate native vegetation.
- Management, reuse or disposal of sediments arising from the works in accordance with environmental and waste legislation.

Access and Temporary works

- Creation of temporary access from the L6813 local road, including temporary haul roads, construction compounds and laydown areas.
- Provision of permanent and temporary site access arrangements as agreed with the landowner.
- Installation of appropriate traffic management measures and maintenance of safe access to adjacent lands and infrastructure.
- Removal of temporary works and full reinstatement of all disturbed areas upon completion of the Works.

Environmental and ecological Requirements

- All works shall be carried out in strict accordance with the Environmental Impact Assessment Screening, Ecological Impact Assessment (EcIA), Natura Impact Statement (NIS), and all planning conditions associated with the development.
- Preparation, implementation and ongoing management of a Construction Environmental Management Plan (CEMP), incorporating all environmental mitigation measures, pollution prevention controls and monitoring requirements.
- Implementation of fish rescue operations, species protection measures, and ecological mitigation including any required licences. Crayfish Translocation will be undertaken by TOBIN. Electrofishing will be undertaken by IFI.
- Strict control of sediment release, water quality, and in-stream activities to avoid adverse ecological impacts.
- Restriction of in-stream works to the permitted working window (1 July to 30 September) unless otherwise agreed with the Employer and relevant authorities.

General Works

- Appropriate off-site disposal of materials unsuitable for reuse and implementation of circular economy principles where practicable.
- Identification, protection and maintenance of all existing services and infrastructure throughout the construction period.
- Reinstatement of land, access routes and any affected property to a condition agreed with the landowner and Employer.
- Works to be undertaken in accordance with all health and safety requirements, including preparation and implementation of a Project Safety and Health Plan.
- Compliance with all statutory approvals, including OPW Section 47 consent and planning conditions.

The Contractor shall be deemed to have satisfied themselves as to the nature, extent and location of the Works, and it is recommended that tenderers visit the site prior to submission of their tender.



The Contractor shall prepare a Construction Environmental Management Plan (CEMP) and obtain the approval of the Planning Authority prior to commencement of the Works, where required by the planning permission, and shall implement and maintain the approved CEMP throughout the construction period."

1.3 DETAILED DESCRIPTION OF WORKS

The following works, which are also detailed on the drawings, are to be executed and completed by the Contractor. The scope shall include for the supply, delivery, construction, testing and commissioning of the works.

1.3.1 General:

All materials and workmanship shall be subjected from time to time to such tests as the Employer's Representative may direct. If required by the Employer's Representative the Contractor shall submit to the Employer's Representative a list of his proposed suppliers and sources of materials required for the execution of the Works. Samples shall be taken in accordance with the appropriate Standard where applicable.

1.3.2 Transportation of Materials

All materials delivered to the site shall arrive via the L6813 and a new 5m access track. The materials shall be stored at the Contractors fenced compound at each site.

1.3.3 Access and Egress of Machinery and Materials to the Site

Access and egress of materials and minerals to the site will be achieved via a new access road south of the site compound, and will connect to the L6813.

Works must be planned to ensure safe and timely access and egress of machinery and materials at these locations. The contractor must ensure that all machinery, vehicles, materials or craft accessing the site are suitable for safe access and egress from the site using this access point.

1.3.4 Site Compound Location

The site compound is located to the south of the Upper Inny River, and located on both the left-hand side and right-hand side of the access road.

1.3.5 Programming

Thorough planning of day-to-day operations of the works is essential.

A detailed programme of works must be prepared by the contractor prior to commencement. Access to the farmland must be maintained at all times. The completed programme must be agreed with the Employers representative prior to commencement of works.

An indicative timeline for completion of works is 6-8 weeks from appointment. All in stream works must be completed by the 30th September, but work on-land can continue for 2 weeks after this.

1.3.6 Surveys:

The Contractor shall carry out comprehensive pre-construction topographical surveys of the Works area. The surveys shall include, but not be limited to, all existing ground levels, river channel extents (including bed and banks), water levels, property thresholds, structures, utilities, access routes, road surfaces and any other relevant features within the site.



All surveys shall be repeated upon completion of the Works to record as-built conditions. Both the pre-works and post-works surveys shall be certified and submitted in an agreed digital format to the Employer's Representative for review and record purposes.

Contractors will be required to take photos of the site pre and post scheme as part of the as-builts

The extent, methodology and level of detail of the surveys shall be sufficient to demonstrate that no adverse impacts have occurred as a result of the Works, including but not limited to changes in levels, drainage patterns, flood risk, or impacts to adjacent properties and infrastructure. The Contractor shall allow for all necessary access, coordination and protection of survey control points throughout the duration of the Works.

1.3.7 Existing Services

The contractor shall consider all existing services on-site (above and underground) by way of their own scan survey prior to signing contracts as no variations will be allowed as a consequence of undocumented services unless agreed with the Employers Representative prior to Works in respect of interference with services. Contractors must comply with the current Code for Avoiding Danger from Overhead ESB Lines, and the current HSA Code for Avoiding Danger from Underground Services.

All known information on both underground and over ground services is provided in the Relevant Background Information. This information is not meant to be definitive, and it is the Contractors responsibility to determine the exact location and extent of existing services on site.

The Contractor is required to protect all existing live services during the works and temporarily divert where work processes / sequence demand. All costs associated with the protection / temporary diversion of existing services must be borne by the Contractor. A site visit will be facilitated during the tender process to allow the Contractor to establish the nature of the site and extent of services.

Where redundant services are encountered during the works the Contractor is to allow for the termination and removal of these services within the work area.

Following completion of the works, all existing services shall operate at a rate similar to or better than their pre-construction rate.

1.3.8 Existing Services / Utility Manhole Covers

Any damaged lids to be replaced with similar approved covers.

1.3.9 Compaction Requirements

Where materials are required to be compacted, compaction is to be carried out in accordance with Clause 612 of Transport Infrastructure Ireland Publication CC-SPW-0600, March 2013, "Specification for Road Works Series 600 – Earthworks (including erratum No.1, dated June 2013)". The Contractor shall carry out compaction in compliance with Clause 612 as soon as practicable following deposition on all classes of fill in Table 6/1 of the specification where compaction is required. The methods of compaction, depths of compaction and number of runs are to be in accordance with Table 6/4 of the specification series 600.



1.3.10 Planning Conditions

1. The development hereby permitted shall be constructed in accordance with the plans and particulars lodged with the Planning Authority on 07/11/2025 except where conditions hereunder specify otherwise. Where such conditions require details to be agreed with the Planning Authority, the developer shall agree such details in writing with the Planning Authority prior to commencement of development and the development shall be carried out and completed in strict accordance with the agreed particulars.
2. The mitigation measures identified in the Environmental Impact Screening and other particulars submitted with the planning application, shall be implemented in full by the developer, except as may otherwise be required in order to comply with the following conditions. The developer shall appoint a professional person with appropriate ecological and construction expertise as Environmental Manager/ Ecological Clerk of Works to ensure that the mitigation measures identified in the above documents are implemented in full.
3. All mitigation measures in respect of the development hereby permitted shall be implemented as outlined in the Natura Impact Statement (NIS) and other plans and particulars date received on 16/04/2025 and in conjunction with the timelines set out therein, except as may otherwise be required in order to comply with the conditions hereunder.
4. The construction of the subject development shall be managed in accordance with a Construction and Environmental Management Plan (CEMP), which shall be submitted to, and agreed in writing with, the Planning Authority prior to commencement of development. The CEMP shall provide details of intended construction practice for the development, including but not be limited to operational controls for dust, noise and vibration, waste management, protection of soils and groundwaters, protection of flora and fauna, site housekeeping, emergency response planning, site environmental policy, environmental regulatory requirements and project roles and responsibilities. The CEMP shall also address extreme of weather (drought, wind, precipitation, temperature extremes) and the possible impacts on receptors and mitigation of same. The CEMP shall be treated as a live document
5. The mitigation measures contained in the Ecological Impact Assessment lodged with the Planning Authority on 07/11/2025 shall be carried out in full, unless otherwise agreed in writing with the Planning Authority, prior to commencement of development.
6. (a) The Applicant is required to employ a qualified archaeologist to monitor all groundworks associated with the development.
(b) Should archaeological material be found during the course of monitoring, the archaeologist may have work on the site stopped, pending a decision as to how best to deal with the archaeology. The developer shall be prepared to be advised by the National Monuments Service of the Department of Housing Local Government and Heritage with regard to any necessary mitigating action (e.g. preservation in situ, or excavation) and should facilitate the archaeologist in recording any material found.
(c) The Planning Authority and the National Monuments Service of the Department of Housing Local Government and Heritage shall be furnished with a report describing the results of the monitoring.
7. The construction of the subject development shall be managed in accordance with the Construction and Environmental Management Plan (CEMP), submitted on 07/11/2025.



The CEMP shall be treated as a live document and communicated to all relevant personnel.

8. The applicant shall comply with the following requirements during the construction stage:
 - (a) Dust emissions during the construction phase shall not exceed 350mg/m²/day at the site boundaries.
 - (b) Prior to commencement of development, the applicant shall submit a dust monitoring programme for the written agreement of the Planning Authority.
 - (c) The applicant shall ensure adequate supply of spill kits and absorbent pads are stocked on site.
 - (d) The construction works shall be carried out in accordance with the noise guidance set out by BS 5228-1:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites and the NRA Guidelines for the treatment of Noise and Vibration in National Roads Schemes.
 - (e) During the construction phase noise levels at noise sensitive locations shall not exceed 70dB(A) between 0700 to 1900 hours Monday to Friday and 0800 to 1400 hours Saturday and 45dB(A) at any other time.
 - (f) Noise exceedance activities must be agreed in writing with Meath County Council prior to the activity taking place.
 - (g) The Applicant shall, during the construction stage, maintain a Complaints Register to record any complaints regarding but not limited to noise, odour, dust, traffic or any other environmental nuisance. The Complaint Register shall include details of the complaint and measures taken to address the complaint and prevent repetition of the complaint.
 - (h) Prior to commencement, a noise monitoring programme shall be submitted for the written agreement of the Planning Authority.
9. In the event that any analyses or observations made on the quality or appearance of the water bodies, indicate that contamination has taken place from the construction or operation of the development, the Applicant shall:
 - (a) Carry out an immediate investigation to identify and isolate the source of the contamination,
 - (b) Put in place measures to prevent further contamination and to minimise the effects of any contamination to the environment,
 - (c) Notify the Planning Authority within 24 hours of the Applicant becoming aware that contamination has occurred.
10. The developer shall comply in full with the following:
 - (a) The hours of construction shall be restricted to between 7.00 a.m. to 6.00 p.m., Monday to Friday, and 8.00 a.m. to 2.00 p.m. on Saturdays.
 - (b) No activities shall take place on-site on Sundays, bank or public holidays.
 - (c) Deviation from these times will only be allowed in exceptional circumstances where prior written approval has been received from Meath County Council. Such approval may be given subject to conditions pertaining to the particular circumstances being set by Meath County Council.

1.3.11 Relevant Engagements

The Contractor shall maintain regular and effective engagement with Inland Fisheries Ireland (IFI) and the National Parks and Wildlife Service (NPWS) throughout the construction stage. This includes consulting both bodies at key stages, agreeing environmental protection



measures, and notifying them of any proposed changes to the construction methodology that may affect ecological or fisheries interests.

The Contractor shall facilitate site inspections by IFI and NPWS, respond promptly to any recommendations issued, and ensure that all agreed mitigation measures are fully implemented. Clear communication channels and records of engagement shall be maintained for the duration of the works.

1.4 SPECIALISTS

The Contractor shall engage the following Specialists to perform the work for which they are named:

- Temporary Works Designer
- Environmental Specialist

1.4.1 *Temporary Works Designer*

Unless noted otherwise in this Specification or in other Contract Documents, the Contractor shall be responsible for the design of any demolition, de-commissioning or dismantling work on the project. The Contractor shall be responsible for the design of all temporary works, and it is hereby confirmed that "temporary works" shall be deemed to include temporary supports to partially demolished structures.

The Contractor shall appoint a competent Temporary Works Designer who shall take overall design responsibility for the stability of the structures, both permanent and temporary, during the entire construction process.

This designer must be competent in temporary works design, to safely provide for the complex forces involved in temporary works/permanent works interaction at the various stages of construction. The Contractor shall also employ a suitably qualified site engineer for this purpose. It will be required that both the Temporary Works Designer and qualified engineer liaise with each other and the Project Supervisors at all stages.

The Contractor is required to arrange and ensure the attendance of all specialist designers and temporary works designers at site meetings.

The Site Engineer, who will be suitably qualified in the scope, nature and scale of works to be constructed, will be required to liaise with the Temporary Works Designer in relation to the correct implementation of all temporary works on site, and to liaise and cooperate with both the PSDP and PSCS to enable them to comply with the Safety Health and Welfare at Work (Construction) Regulations.

Where there are significant electrical works, particularly where the project involves work in existing facilities the Contractor shall appoint a competent temporary electrical services designer and/or temporary mechanical services designer who must take overall design responsibility for the safety of the electrical services installation and/or mechanical services installation during the entire construction phase. These designers will be required to liaise with the electrical services designer and/or the mechanical services designer, contractor, PSDP and PSCS.

1.4.2 *Environmental Specialist*

An EIA, NIS, and Invasive Species Management plan was completed as part of the planning application for these works. It is required that an environmental specialist will be present on site at least three times during the works to ensure that all mitigation measures mentioned in the report are fully implemented. The specialist should be on site more frequently than 3 times. This service will be provided by TOBIN

1.5 NATIVE TREE PLANTING SPECIFICATION

A total of approximately 130 linear metres of native treeline planting shall be established within areas affected by vegetation clearance, comprising:

- Approximately 45m upstream of the weir along the isolated treeline.
- Approximately 85m along the right-hand bank downstream of the weir.

All planting locations shall be agreed with the Employer's Representative and Ecological Clerk of Works prior to commencement.

Trees shall comprise advanced native nursery stock of local provenance, supplied as standard trees with a minimum girth of 10–12cm measured at 1m above ground level.

All trees shall comply with the requirements of BS 8545:2014 Trees: from nursery to independence in the landscape or equivalent.

Trees shall be planted at an average spacing of 3m centres, equivalent to approximately 43 trees per 130m of treeline.

The Contractor shall allow for the supply, planting and establishment of 45no. trees to accommodate adjustments in the field and replacement of failures during the maintenance period.

The proposed planting shall comprise a diverse mixture of native species indigenous to the local area, as published in the ECIA. The indicative planting schedule is:

SPECIES	COMMON NAME	% MIX	QUANTITY (APPROX.)
ALNUS GLUTINOSA	Alder	20%	9
SALIX CAPREA	Goat Willow	15%	7
SALIX CINEREA	Grey Willow	15%	7
BETULA PUBESCENS	Downy Birch	15%	7
BETULA PENDULA	Silver Birch	10%	4
QUERCUS PETRAEA	Sessile Oak	10%	4
QUERCUS ROBUR	Pedunculate Oak	10%	4
SORBUS AUCUPARIA / CORYLUS AVELLANA	Rowan / Hazel	5%	3
TOTAL		100%	45

Species shall be distributed in a naturalistic manner and grouped to reflect local riparian woodland characteristics.

- Trees planted within 5–10m of the riverbank shall predominantly comprise alder, goat willow and grey willow.
- Trees positioned further from the river edge shall comprise oak, birch, rowan and hazel.
- Exact positioning shall be agreed onsite with the Ecological Clerk of Works.

Each tree shall be provided with:

- 75mm depth bark mulch over a 1m diameter planting area.
- Twin timber stakes and flexible tie system, where necessary.
- Tree guards where required to protect against grazing or browsing damage.

1.6 DRAWINGS

The Works described or referred to in this Specification are shown on the following Drawings.

Drawing No.	Drawing Title
12404-1001	Channel Plan View
12404-1002	Accommodation Works Plan View & Gravel Road and Electric Fence Typical Sections
12404-1003	River Diversion Plan View and Field Drainage Indicative Section
12404-1004	Channel Sections Pre & Post
12404-1005	Channel Sections Pre & Post
12404-1006	Channel Sections Pre & Post
12404-1007	Channel Sections Pre & Post
12404-1008	Channel Sections Pre & Post
12404-1009	Channel Sections Pre & Post
12404-1010	Channel Sections Pre & Post
12404-1011	Channel Sections Pre & Post
12404-1012	Channel Sections Pre & Post
12404-1013	Channel Sections Pre & Post
12404-1014	Channel Sections Pre & Post
12404-1015	Channel Sections Pre & Post

2.0 CONSTRAINTS AND REQUIREMENTS

2.1 BILL OF QUANTITIES

The Works Requirements includes a Pricing Document in the form of a Bill of Quantities as detailed in Clause 1.1.

2.2 PERFORMANCE BOND

The Performance Bond, if required, shall be in the form of Model Form 6 “Form of Performance Bond”.

2.3 PARENT COMPANY GUARANTEE

The Parent Company Guarantee, if required, shall be in the form of Model Form 7 “Form of Parent Company Guarantee”.

2.4 CONSENTS

The Employer has obtained Planning Permission undertake the Castalcor Weir Removal Project. The planning conditions which were detailed as part of the permission are as follows:

2.4.1 *Planning Conditions*

1. The development hereby permitted shall be constructed in accordance with the plans and particulars lodged with the Planning Authority on 07/11/2025 except where conditions hereunder specify otherwise. Where such conditions require details to be agreed with the Planning Authority, the developer shall agree such details in writing with the Planning Authority prior to commencement of development and the development shall be carried out and completed in strict accordance with the agreed particulars.
2. The mitigation measures identified in the Environmental Impact Screening and other particulars submitted with the planning application, shall be implemented in full by the developer, except as may otherwise be required in order to comply with the following conditions. The developer shall appoint a professional person with appropriate ecological and construction expertise as Environmental Manager/ Ecological Clerk of Works to ensure that the mitigation measures identified in the above documents are implemented in full.
3. All mitigation measures in respect of the development hereby permitted shall be implemented as outlined in the Natura Impact Statement (NIS) and other plans and particulars date received on 16/04/2025 and in conjunction with the timelines set out therein, except as may otherwise be required in order to comply with the conditions hereunder.
4. The construction of the subject development shall be managed in accordance with a Construction and Environmental Management Plan (CEMP), which shall be submitted to, and agreed in writing with, the Planning Authority prior to commencement of development. The CEMP shall provide details of intended construction practice for the development, including but not be limited to operational controls for dust, noise and vibration, waste management, protection of soils and groundwaters, protection of flora and fauna, site housekeeping, emergency response planning, site environmental policy, environmental regulatory requirements and project roles and responsibilities. The



CEMP shall also address extreme of weather (drought, wind, precipitation, temperature extremes) and the possible impacts on receptors and mitigation of same. The CEMP shall be treated as a live document

5. The mitigation measures contained in the Ecological Impact Assessment lodged with the Planning Authority on 07/11/2025 shall be carried out in full, unless otherwise agreed in writing with the Planning Authority, prior to commencement of development.
6. (a) The Applicant is required to employ a qualified archaeologist to monitor all groundworks associated with the development.
 (b) Should archaeological material be found during the course of monitoring, the archaeologist may have work on the site stopped, pending a decision as to how best to deal with the archaeology. The developer shall be prepared to be advised by the National Monuments Service of the Department of Housing Local Government and Heritage with regard to any necessary mitigating action (e.g. preservation in situ, or excavation) and should facilitate the archaeologist in recording any material found.
 (c) The Planning Authority and the National Monuments Service of the Department of Housing Local Government and Heritage shall be furnished with a report describing the results of the monitoring.
7. The construction of the subject development shall be managed in accordance with the Construction and Environmental Management Plan (CEMP), submitted on 07/11/2025. The CEMP shall be treated as a live document and communicated to all relevant personnel.
8. The applicant shall comply with the following requirements during the construction stage:
 - (a) Dust emissions during the construction phase shall not exceed 350mg/m²/day at the site boundaries.
 - (b) Prior to commencement of development, the applicant shall submit a dust monitoring programme for the written agreement of the Planning Authority.
 - (c) The applicant shall ensure adequate supply of spill kits and absorbent pads are stocked on site.
 - (d) The construction works shall be carried out in accordance with the noise guidance set out by BS 5228-1:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites and the NRA Guidelines for the treatment of Noise and Vibration in National Roads Schemes.
 - (e) During the construction phase noise levels at noise sensitive locations shall not exceed 70dB(A) between 0700 to 1900 hours Monday to Friday and 0800 to 1400 hours Saturday and 45dB(A) at any other time.
 - (f) Noise exceedance activities must be agreed in writing with Meath County Council prior to the activity taking place.
 - (g) The Applicant shall, during the construction stage, maintain a Complaints Register to record any complaints regarding but not limited to noise, odour, dust, traffic or any other environmental nuisance. The Complaint Register shall include details of the complaint and measures taken to address the complaint and prevent repetition of the complaint.
 - (h) Prior to commencement, a noise monitoring programme shall be submitted for the written agreement of the Planning Authority.
9. In the event that any analyses or observations made on the quality or appearance of the water bodies, indicate that contamination has taken place from the construction or operation of the development, the Applicant shall:



- (a) Carry out an immediate investigation to identify and isolate the source of the contamination,
- (b) Put in place measures to prevent further contamination and to minimise the effects of any contamination to the environment,
- (c) Notify the Planning Authority within 24 hours of the Applicant becoming aware that contamination has occurred.

10. The developer shall comply in full with the following:

- (a) The hours of construction shall be restricted to between 7.00 a.m. to 6.00 p.m., Monday to Friday, and 8.00 a.m. to 2.00 p.m. on Saturdays.
- (b) No activities shall take place on-site on Sundays, bank or public holidays.
- (c) Deviation from these times will only be allowed in exceptional circumstances where prior written approval has been received from Meath County Council. Such approval may be given subject to conditions pertaining to the particular circumstances being set by Meath County Council.

Advice Notes:

- (i) It should be clearly understood that a grant of permission does not relieve the applicant/developer of the responsibility of complying with any requirements under other statutory codes affecting the development.
- (ii) This permission does not confer title. It is the responsibility of the applicant/developer to ensure that they control all the lands necessary to carry out the proposed development.
- (iii) This permission does not alter or extinguish or otherwise affect any existing or valid right of way crossing, impinging or otherwise pertaining to these lands.
- (iv) A grant of Planning Permission does not entitle a person to construct a development that would oversail, overhang or otherwise physically impinge upon an adjoining property without the permission of the adjoining property owner
- (v) The Applicant/Developer shall make all necessary arrangements to apply for and obtain a Road Opening License(s) from Meath County Council in respect of all openings in public areas and shall pay Road Opening License fees and Road Restoration costs. The Applicant/Developer shall abide by all of the conditions as set out in said license(s).
- (vi) The applicant/developer is responsible for the full cost of repair in respect of any damage caused to any adjoining public roadway arising from the construction work and should make good any such damage forthwith to the satisfaction of Meath County Council.
- (vii) During construction the applicant should provide adequate off carriageway parking facilities for all traffic associated with the proposed development, including delivery and service vehicles/trucks. There shall be no parking along the public road.
- (viii) No muck, dirt, debris or other material should be deposited on the public road or verge by machinery or vehicles travelling to or from the site during the construction phase. The applicant/developer should arrange for vehicles leaving the site to be kept clean.
- (ix) All waste generated during construction, including surplus excavation material to be taken offsite, shall be only recovered or disposed of at an authorised site which has a current Waste Licence or Waste Permit in accordance with the Waste Management Acts, 1996 to 2008. This shall not apply to the reuse of excavated uncontaminated soil and other naturally occurring material within the applicant's site boundary.



- (x) In accordance with the Wildlife Act, any necessary hedgerow removal should be carried out outside of the main bird nesting season (March 1st to August 31st, inclusive).
- (xi) All applicants are advised to make themselves aware of the requirements of the Building (Regulation (EU no. 305/2011). Information leaflets can be viewed or downloaded from the Department of Environment, Community and Local Government website <http://www.environ.ie/en/>.
- (xii) Where the applicant proposes to connect to a public water/wastewater network operated by Uisce Éireann, the applicant must sign a connection agreement with Uisce Éireann prior to the commencement of the development and adhere to the standards and conditions set out in that agreement.

Note 1: In the interest of Public Health and Environmental Sustainability, Uisce Éireann Infrastructure capacity requirements and proposed connections to the Water and Wastewater Infrastructure will be subject to the constraints of the Uisce Éireann Capital Investment Programme.

Note 2: All work to comply with current Uisce Éireann Code of Practice for Water and Wastewater.

Note 3: Any proposals by the applicant to divert or build over existing water or wastewater services shall be submitted to Uisce Éireann for written approval prior to works commencing.

- (xiii) The applicant shall, at an early stage make contact with Meath County Council Environment Section with a view to commence proceedings for the application for a discharge licence. This licence is required under Section 4 of the Local Government (Water Pollution) Act 1977, as amended in 1990, in respect of the discharge of trade effluent to surface water or groundwater to which this development is applicable. This licence should be in place before discharge commences.
- (xiv) The applicant will be required to make contact with Meath County Council Environment Section with a view to registering the Private Regulated Water Supply for this development. Meath County Council is the supervisory authority for Private Regulated Water Supplies in County Meath and has responsibility for ensuring that Private Regulated Water Suppliers fulfil their duties as specified in the European Union (Drinking Water) Regulations 2023 (S.I No 99/2023).
- (xv) The applicant shall enter into an operation and maintenance contract with the provider of the water treatment system.
- (xvi) The applicant shall enter into an operation and maintenance contract with the provider of the waste water treatment system.
- (xvii) Planning Compliance must be submitted (hard copies not required) in the following format: Forward by e mail to planningcompliance@meathcoco.ie and shall include a cover letter outlining relevant compliance issues together with appropriate drawings in PDF format.

2.5 PROJECT SUPERVISOR

The successful Tenderer shall be appointed as Project Supervisor Construction Stage (PSCS) in accordance with the provisions of S.I. 291 of 2013, Safety, Health and Welfare at Work (Construction) Regulations, 2013.



The Contractor shall enter into the appointment in the form of Model Form 9 “Form of Appointment of Project Supervisor for Construction Stage Only”.

2.5.1 General

The Employer reserves the right to terminate the role of the PSCS at any time and appoint a new PSCS. The Employer will not be liable for any costs or losses arising from this termination.

The PSCS shall comply with the 2013 Regulations and should particularly note the following:

- i. Following appointment as PSCS, develop the Safety & Health Plan, including updating it with new/revised design information passed on by the PSDP.
- ii. Ensure that all personnel on site have appropriate training, SafePass and CSCS cards where necessary, and that records of same, including copies of certificates/cards, shall be kept on a readily accessible file for inspection. Copies of the same shall be provided to the Employer’s Representative Site Staff or other designated Representatives of the Employer.
- iii. Assist PSDP where required, to allow the PSDP comply with the Regulations.
- iv. Coordinate the contractors who will be providing information for the Safety File.
- v. Gather all relevant information, (including drawings, specifications, Operation/Maintenance manuals, Design Criteria/loading, etc...all as set out in the Preliminary Safety & Health Plan) from all designers, PSDP, and contractors, including relevant information from the final version of the Safety & Health Plan, before completion of the project. The PSCS shall pass a full copy of all of the Safety File contents to the PSDP on the date of practical completion for the approval of the PSDP. When the PSDP has approved the format and contents of the Safety File, the PSCS shall provide a new complete set of the approved Safety File both in Hard Copy (Fully Bound) and Soft Copy format.

The Contractor shall grant the client unrestricted licence to use and reproduce all documentation in the Safety File to facilitate the future maintenance, alteration or demolition of the property to which it relates.

The Contractor shall grant the client the right to assign with the property the client’s rights to use and reproduce all documentation in the Safety File in the event of the property being transferred to another party at any time in the future.

The Contractor shall ensure that all safety, health and welfare measures required under or by virtue of the provisions of any enactment or regulations or working rules of any industry are strictly complied with.

The Contractor shall comply with the Safety Health and Welfare at Work Act, 2005. All work shall be subject to Safety Health and Welfare at Work (General Application) Regulations, S.I. No. 299 of 2007 as amended from time to time. The Contractor shall comply with the current metric edition of the IEE Regulations and the requirements of the Electricity Supply Board. Works on roads, footpaths and cycle tracks shall be carried out in compliance with Part 13 of the Safety, Health and Welfare at Work (Construction) Regulations, 2013. All works shall be subject to the requirements of the following General Application Regulations:

- S.I. 371 of 2006 – SHWW Control of Noise at Work Regulations 2006
- S.I. 370 of 2006 – SHWW Control of Vibration at Work Regulations 2006
- S.I. 318 of 2006 – SHWW Work at Height Regulations 2006



All activities in which employees are or are likely to be exposed to dust arising from either asbestos or materials containing asbestos during their work shall be carried out in strict compliance with

- S.I. 386 of 2006 – SHWW Exposure to Asbestos Regulations 2006

All works shall comply with Local Authority bylaws and with all current legislation and Building Regulations.

The Contractor shall comply with all applicable legislation and regulations.

A Preliminary Safety and Health Plan has been prepared for this Contract. All Tenderers are required to familiarise themselves with each item detailed in the Plan and to make any necessary amendment to their proposed Programmes of Work to reflect such.

2.5.2 Project Supervisor Design Process

TOBIN have been appointed as Project Supervisor for the Design Process (PSDP) in accordance with the provisions of S.I. 291 of 2013, the Safety, Health and Welfare at Work (Construction) Regulations.

2.5.3 Certificates

The Contractor will provide, when requested, certificates in the form approved by the HSA and as set out in the HSA guidance document “Guidelines on the Procurement, Design and Management Requirements of the Safety Health and Welfare at Work (Construction) Regulations 2013” including the temporary works design certificates in respect of all temporary works, and permanent works design certificates in respect of all permanent works design carried out by the Contractor or any specialists employed under the Contract.

2.6 EXISTING FACILITIES AND USE OR OCCUPATION BY EMPLOYER

If sub-clause 3.8 of the Conditions of Contract applies, then Perils shall be as defined in standard fire and perils insurance policies available in Ireland.

2.7 GENERAL REQUIREMENTS CONCERNING INSURANCE

Professional Indemnity Insurance, if required, shall be in the form of Model Form 12 “Form of Professional Indemnity Insurance Certificate”.

2.8 LIMITATIONS ON THE AUTHORITY OF THE EMPLOYER’S REPRESENTATIVE

Limitations on the authority of the Employer’s Representative to perform its functions and powers under the Contract are stated in Schedule Part 1.

2.9 REQUIRED CONTRACTOR SUBMISSIONS

The procedure for Contractor Submissions shall be as set out in Clause 4.7 of the Conditions of Contract.

2.10 PROGRAMME

All in stream works must be completed by the 30th September. Work on land can continue for 2 weeks after the 30th September.



2.11 PROGRESS REPORT

The content of the Progress Reports shall be as set out in sub-clause 4.10.2 of the Conditions of Contract.

2.12 CONFIDENTIALITY AND SECRECY

There is no other information to be treated as confidential or secret outside that stated in Clause 4.16 of the Conditions of Contract.

2.13 CONTRACTOR'S DOCUMENTS

All Contractor's Documents shall be in English as per Clause 4.18 of the Conditions of Contract.

2.14 PAY AND CONDITIONS OF EMPLOYMENT

The Contractor shall give the Employer's Representative with each interim statement a certificate in the form of Model Form 15 "Form of Rates of Pay and Conditions of Employment Certificate" as required under sub-clause 5.3.7 of the Conditions of Contract

2.15 SUBCONTRACTORS AND SPECIALISTS

There are no Specialists to be novated to the Contractor under this Contract.

2.16 COLLATERAL WARRANTIES

Collateral Warranties, if required in Schedule Part 1 Section F, shall be in the form of Model Form 13 "Form of Collateral Warranty".

2.17 LANDS MADE AVAILABLE FOR THE WORKS

The lands made available for the works shall be those stated in Section One and Clause 2.31.

The Contractor's right to occupy and use the Site shall be subject to any limitations in this Specification.

2.18 SERVICES FOR EMPLOYER'S FACILITIES

The Contractor is not required to operate or maintain any parts of the site and facilities of the Employer.

2.19 OTHER CONTRACTORS

Other Contractors as per Clause 7.6 of the Conditions of Contract are stated in Clause 1.5.

2.20 SETTING OUT THE WORKS

The Contract Drawings provide details of points, lines and levels of reference for setting out the works. The Contract Drawings are prepared to the ITM (Irish Transverse Mercator) co-ordinate system.



All levels stated on the Drawings and in the Specification relate to the Ordnance Survey Datum established at Malin Head.

Errors in his setting out shall be put right by the Contractor at his own expense. The checking of any setting out by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

The Contractor shall in fulfilment of his obligations under the Conditions of Contract set out the works and shall then notify the Employer's Representative Site Staff that the setting out is ready for checking.

The Employer's Representative Site Staff shall arrange for checking and shall then allow the Contractor to proceed with the Work. Any such approval given by the Employer's Representative Site Staff will not relieve the Contractor of his responsibility to construct the Works adequately and accurately in accordance with his obligations under the Contract. In connection with setting out the Contractor shall maintain on site all instruments, measuring equipment, pegs, sight rails, and other things necessary for the proper setting out and checking of the Work.

2.21 WORKING TIMES

No work outside natural day light hours shall be allowed except where agreed with the Client and given in writing by the Employer's Representative but in no event shall the following working hours be exceeded when working on public roads:

07.00 - 18.00 MONDAYS TO FRIDAYS & 08.00 – 14.00 ON SATURDAYS

No Saturday, Sunday or Public Holiday working will be permitted except with the prior written authority of the Employer's Representative. If the Contractor wishes to undertake work outside the normal working hours of the 39-hour week and this includes Saturday, Sunday and any other overtime working he shall obtain the Employer's Representative's approval in advance and shall not proceed without such approval. At least 24 hours' notice must be given of any overtime working, which includes concreting, pipelaying or any other work normally requiring supervision by the Employer's Representative Site Staff. Failure to give adequate notice will result in approval being withheld.

Where traffic flow is likely to be affected beyond reasonable levels, or where a road closure is required for road crossings (if such a closure is granted), or to facilitate safe working practices in restricted working areas, construction outside of the normal working hours shall be considered by the Employer's Representative in consultation with the Employer.

Notwithstanding any acceptance, approval or agreement with the Client or Employer's Representative, it shall be the Contractor's responsibility, liaising with the PSCS, to ensure that all works are carried out in compliance with all Safety Health and Welfare at Work legislation. It shall be the Contractor's responsibility to provide in his tender and to programme and plan the works so that they can be carried out safely in compliance with this legislation, and within the constraints and requirements set out in the Contract Documents and taking into account the information provided in the Preliminary Safety & Health Plan and any other documentation provided to the Contractor for information purposes only. In recognition of the particular risks arising from working outside normal working hours, the Contractor shall take all necessary steps including adequate supervision, guarding, lighting, and other site controls to protect all working personnel and to separate and protect the public from the works and make adequate provision for emergency access and response.



2.22 CHARGES

The Contractor will not be required to pay any charges for occupation of the site.

2.23 QUALITY ASSURANCE

The Contractor shall establish and implement quality assurance procedures for the following:

- Storage and handling of material specified for the Contract
- Taking of sample for testing
- Concrete works as required under Section 8 of the Works Requirements

2.24 STARTING DATE

The Starting Date shall be 5 working days after the Contract Date.

2.25 UNFIXED WORKS ITEMS

The form of bond for work items not delivered to the site, if required under sub-clause 11.2, shall be in the form of Model Form 16 “Form of Bond – Unfixed Works Items”.

2.26 CONCILIATION

The Conciliator’s terms of appointment shall be those in the Engineers Ireland Conciliation Procedure 2000.

The form of bond, if required, under sub-clause 13.1.11 shall be in the form of Model Form 19 “Form of Bond – Conciliator’s Recommendation”.

2.27 METHOD STATEMENTS

The contractor is required to promptly supply method statements to Tobin setting out detailed methods of construction for works including, but not limited to, those specific elements covered by the particular and residual risks outlined in the preliminary health and safety plan.

2.28 LANDS, RIGHTS OF WAY AND WAYLEAVES

The Lands, Rights of Way and Wayleaves acquired by the Employer are indicated on the Contract Drawings. Section 15 relates to a Code of Practice for Working on Private Lands and should be consulted for all works in private property. The lands which are to be constructed on and used for access are owned by either the property owner or the Council.

2.29 SITE FENCING

The Contractor shall ensure that unauthorised persons are effectively excluded from the Works. As soon as the Contractor starts construction, they shall establish a secure, with fencing as necessary as required to prevent unauthorised entrance or trespass into the works or compound. The Contractor shall regularly inspect and maintain all such fencing; any defects being made good without delay. The fencing shall be removed on completion of works.

2.30 PROGRAMME CONSTRAINTS

In framing his programme, the Contractor shall have due regard to his obligations under current Safety, Health and Welfare Laws and Regulations.

In framing his programme, the Contractor shall have due regard to the expected difficulties in relation to maintaining facility operation, Public Welfare, traffic management and control of traffic movement where required, to provide the least possible disruption at all times. Sufficient time shall be allowed for the notice and approval of procedures and control methods.

2.31 ORDER AND METHODS OF IMPLEMENTATION

Contractor shall have regard to the following:

- (a) The Farmland will be occupied during the works

The contractor shall include for these constraints in pricing and programming the works.

- (a) Requirements for Noise Control and Cleanliness of Site

The Engineer will not permit the use of jack hammers, compressors or drills at night between the hours of 8pm and 8am on the following day.

The Contractor shall take all necessary precautions to ensure the enjoyment of privacy by third parties and shall at all times comply with the requirements of BS 5228, Noise Control on Construction and Open Sites, Part 1 1997 Code of Practice for Basic Information and Procedures for Noise and Vibration Control.

The Contractor shall take cognisance of the close proximity of private residential properties to the working sites.

2.32 AS CONSTRUCTED DRAWINGS

As each phase of the work reaches completion the Contractor shall furnish the Employer's Representative Site Staff with the necessary construction records to enable the updating of the Employer's Representative's original Drawings in such a way as to show the actual construction with all pertinent levels, measurements, constructional details, or details of building construction or hydraulic installation for which he is responsible.

It is essential that the Senior Engineering Representatives both of the Employer and Contractor are satisfied that the construction records are fully accurate as to work executed before they are given to the Employer's Representative.

2.33 EXISTING SERVICES

The Contractor's attention is drawn to the fact that there are existing services in the vicinity of the proposed pipelines and structures. These services include ESB cable, Eircom cable, Gas Mains, Watermains, Surface Water and Foul Sewers and other Ducts and Pipelines, Cables, Culverts, Land Drains etc. Indicative locations for some existing services are available, but this information should be interpreted only as a general guide to the services' presence and should not be relied upon to indicate their exact location.



Schedule Part 1 Section K should be referred to in respect of delay events and compensation events for unforeseeable utilities.

Contractors must comply with the current Code for Avoiding Danger from Overhead ESB Lines, and the “Code of Practice for Avoiding Danger from Underground Services” published by the Health and Safety Authority in February 2005.

Attention is drawn to the ESB Code of Practice for Avoiding Danger from Overhead Electricity Lines published in September 2008 and Contractors shall comply with the provisions of that Code. Contractors shall also comply with the provisions of the Code of Practice for Avoiding Danger from Underground Services published in February 2005

Before any works commence, all electrical services shall be mapped by confirming the location of all cables with ESB and local sources. No works shall commence prior to the putting in place of protection measures as set out in the above-mentioned Codes of Practice. No underground works shall be allowed to commence before the location of all services are physically confirmed by the use of CAT and Genny tools.

2.34 ACCESS ROUTES

Access to the site is provided by the L6813. The Contractor shall note the requirements of Clause 7.9 of the Conditions of Contract in respect of access routes to and within the site as defined under the Contract.

2.35 WATER LEVELS

Water levels in the Upper Inny River can vary significantly throughout the year, potentially impacting works. The Contractor is required to monitor and record data from extreme water level events and implement necessary protective or scheduling arrangements. In addition, the Contractor should regularly review MET Éireann weather forecasts to anticipate periods of heavy rainfall or flood risk and adjust planning accordingly.

Riverbanks with steep soil slopes are highly susceptible to sliding and erosion. Construction activities should be carefully scheduled to avoid high river flows or flood conditions, as these significantly increase the risk of bank failure and environmental impact.

The minimum flow that the Contractor’s temporary works must pass is 5% AEP (indicatively shown). The Contract shall provide temp works cert in relation to this

Contractor must cease works at water volumes above 5% AEP and await a reduction in levels. No works should be undertaken in the event of a Red Weather Warning.

2.36 HAZARDOUS CONSTRUCTION WASTE

The European Waste Catalogue and Hazardous Waste List includes bituminous mixtures containing coal tar under the classification of hazardous waste.

The Waste Management (Hazardous Waste) Regulations (1998) implement provisions relating to hazardous waste. The collection and transfer of Hazardous Wastes are governed by separate legislation this being the Movement of Hazardous Waste Regulations, 1998. These Regulations set down procedures to track and monitor the movement of hazardous waste and make the local authority in whose functional area the waste originates responsible for the supervision and control of the waste.



Disposal of hazardous waste can only be undertaken at a licensed hazardous waste facility. Transfer of the hazardous material off-site requires the Contractor to obtain a waste collection permit and a consignment note (C1 Form) from the local authority.

2.37 ECOLOGICAL CONSTRAINTS

Works shall be planned and executed to avoid significant adverse effects on aquatic and riparian habitats, protected species, and overall ecological integrity of the Upper Inny River. Particular regard shall be given to the presence of migratory and resident fish species, including salmon, trout, lamprey and eel, and to sensitive ecological receptors such as white-clawed crayfish and other protected fauna. The existing weir structure acts as a barrier to fish passage and the works are intended to restore ecological connectivity; however, construction activities (including sediment disturbance and in-channel works) present a risk to water quality and habitats and must therefore be carefully controlled.

All activities shall comply with relevant environmental legislation, planning conditions, and mitigation measures set out in the Ecological Impact Assessment, Natura Impact Statement and Construction Environmental Management Plan (CEMP). Works within the channel shall be restricted to the permitted instream window (1 July to 30 September) unless otherwise agreed, and shall be subject to ecological supervision by a suitably qualified Ecological Clerk of Works. Pre-construction surveys, species protection measures (including licensing and translocation where required), and appropriate sediment and pollution control measures shall be implemented. Any unforeseen ecological issues encountered during the works shall be immediately referred to the project environmental specialist and appropriate mitigation measures adopted to ensure protection of the receiving environment.

3.0 SITE REQUIREMENTS

3.1 EXISTING FACILITIES FOR USE OR OCCUPATION BY EMPLOYER

The farmland will remain operational during the works

3.2 SANITARY ACCOMMODATION FOR WORKPEOPLE

The Contractor is required to provide for the welfare of employees and visitors as per part 14 of the Safety Health & Welfare at Work 'Construction' Regulations 2013. He shall coordinate arrangements, which facilitate the provision and maintenance, in an appropriate condition, of site welfare facilities for all persons at work on the construction site, in accordance with Part 14 thereof, and shall monitor the implementation of the arrangements.

Existing services drawings have been provided with the Contract Drawings to facilitate the Contractor in fulfilling his obligations under Part 14 of the Safety Health & Welfare at Work 'Construction' Regulations 2013. These drawings are intended to be an indicative layout only and the exact positions of services, and relevant permissions required, will be acquired by the Contractor prior to commencing work on site.

The Contractor shall provide where appropriate along the route of the works suitable latrines or sanitary accommodation for workpeople to the satisfaction of the Employer's Representative and of the Public Health Authority. The accommodation in the various areas shall be provided in a location such that there will be no pollution caused to water courses or streams. The Contractor shall take all such precautions as are necessary to prevent nuisance arising from the use of the latrines which shall not cause a public health hazard nor be unacceptable to the Public Health Authority.

The Contractor shall provide a treatment unit for treatment of domestic waste produced on site.

3.3 TEMPORARY STORAGE SHEDS

The Contractor shall provide for his own use and requirements, such temporary sheds, hard standings and other holding areas for items for incorporation in the permanent work for which he has responsibility while such goods are on the site awaiting incorporation. The cost of such accommodation as he deems necessary for his own use must be provided by himself and shall be deemed to have been included in his general overheads.

The Contractor shall provide an adequately sized and properly furnished office complete with telephone for his Site Agent or Foreman in charge of the works. He shall also provide all necessary messing accommodation for his workmen. Sanitary conveniences will be provided by the Main Contractor.

The Contractor shall provide waterproof storage for all plant and materials required on site for the execution of the works which shall be placed on a firm level site provided by the Main Contractor.

The Contractor shall include for removing the above office and storage facilities from site and making good where necessary upon completion of the Contract.

Where extra-large plant items, which cannot be conveniently accommodated in the stores, are delivered to the site, the Contractor shall include for tarpaulins or other approved covering or



protection, adequately fastened and secured so as to prevent damage to equipment from dust, rain, etc. Where necessary or directed by the Employers Representative the Contractor shall provide adequate heating to prevent rust or corrosion of equipment.

Machined and bright surfaces shall be protected by paint, tallow or grease where this has not been carried out by others or has been removed in transit. On completion, surfaces so treated shall be cleaned and where appropriate, shall be polished.

Conduits, pipes and similar materials shall be adequately supported and properly stored to prevent bending and distortion, and the ends shall be closed and threads protected by means of purpose made end caps. The storage of conduits, pipes or other such materials by laying them direct on the ground will not be permitted.

Where building or climatic conditions are such that equipment installed is likely to be damaged by dirt, dust, water or moisture the Contractor shall provide adequately secured protection by means of heavy polythene wrappings. The Employers Representative's decision as to the need for such protection shall be binding.

Materials or equipment that are damaged or become defective due to failure to comply with the above shall be replaced at the expense of the Contractor.

3.4 ATTENDANCE ON EMPLOYER'S REPRESENTATIVE SITE STAFF

The Contractor shall provide for attendance to Employer's Representative Staff during the course of the constructional programme. Such attendance may include:

- Assistance in measuring the amount of work done from week to week.
- Assistance in the general supervising, testing, checking and examining the Contractors work.

3.5 SERVICES TO SITE

The Contractor shall make arrangements for any water, electricity, telephone or other services that he may require for the construction of the Works.

3.6 CARPARK AREAS MADE AVAILABLE FOR THE WORKS

Sufficient car parking for the contractor and the contractor's staff is provided within the immediate vicinity of the proposed works, within the site compound.

3.7 ACCESS

Access to the site is limited. Details of all heavy plant to be used during the works shall be provided in the method statements.

The Contractor shall include for these constraints in pricing and programming the works.

3.8 CONTRACTORS' PLANT

The Contractor shall provide all materials, tools, tackle, slings, haulage and labour necessary to carry out the works. The Contractor shall provide all scaffolding and/or mobile hoists necessary to carry out the works. The Contractor shall include for all costs involved with bringing to and



removing from site all necessary plant and for maintaining the same on site for the duration of the works.

3.9 TEMPORARY WORKS/ACCESS PLATFORMS

All temporary works/Access Platforms necessary for the works shall be designed by the contractor and subject to agreement with the Employers Representative. A hoarding protection shall also be provided as required around the construction area for public protection.

All temporary works shall be dismantled and removed from the site by the contractor upon completion of the works.

3.10 CONSTRUCTION WASTE AND SPOIL.

All excess construction materials, and spoil associated with the works shall be removed from the site by the contractor and disposed of in accordance with relevant statutory regulations.

3.11 CONTRACTORS' STAFF

When requested, the tendering Contractor shall furnish details of all staff employed by him and available for work on this project. They shall be divided into the following categories: -

1. Contract Administration Staff
2. Drawing Office Staff
3. Site Labour Staff

None but fully qualified and competent workmen shall be employed on the works, and the Contractor shall furnish such information as the Employers Representative may require as to the qualifications and competency of any workman.

Access to the Works area shall be restricted to the Contractor and their Operatives. All site staff, suppliers and operatives. If personnel are not sure of the restricted areas, they shall immediately ask The Contractors management staff of the Employer's Representative.

3.12 FOREMAN AND SITE AGENT

The Contractor shall keep a competent foreman on site, or where the scope of the works so necessitates, or the Employers Representative decides a competent site agent.

The site agent or foreman shall be authorised on the Contractor's behalf to receive instructions from the Employers Representative and shall give his whole time to the superintendence of the work. He shall keep accurate records and details of all work carried out by his staff.

The site agent or foreman shall not be changed during the progress of the works without the permission of the Employers Representative.

3.13 SITE OPERATION

The Contractor shall confine his operations to the immediate vicinity of the site permitted to be used and shall take all precautions to prevent any of his staff from entering restricted areas.

Any nuisance or disturbance caused by the Contractor or those employed by him to the public, the Employer and premises including premises handed over to the Employer prior to final completion shall be stopped immediately any complaint is made. The Contractor shall be responsible for making good, at his own cost, for any loss or damage arising from such nuisance or disturbance.

If such nuisance or disturbance arises through neglect of proper precautions the Contractor shall, indemnify the Employer against all claims which may be made in this respect.

3.14 SITE CLEARANCE

The Contractor shall not allow his rubbish to accumulate on site and shall keep the site clean and tidy at all times. On completion of the Contract, he shall remove from site all his materials, plant, etc.

3.15 FIRE PRECAUTIONS

The Contractor shall take all reasonable precautions to prevent the outbreak of fire, particularly in work involving the use of naked flame.

He shall impress on his staff the dangers involved in the careless disposal of matches, cigarette ends, and in the accumulation of rubbish on site. Fire extinguishers shall be kept on site, and all staff shall be instructed as to their whereabouts and use.

The Contractor shall ensure that safe methods of working are followed when using any equipment, liquids or gases or other articles which may involve a danger to persons or property and shall take all reasonable and necessary precautions against danger or damage by fire or explosion where the execution of his work may involve the presence of flames or sparks.

All flammable or vaporising liquids shall be used and stored in accordance with the appropriate regulations. When equipment or vessels which may contain flammable materials, liquids, etc., are not in use they shall be removed to a place of safe storage.

3.16 UNLOADING

Unloading, handling, transporting on site and hoisting of the Contractor's Materials and plant shall be the responsibility of the Contractor and shall be deemed to be included in his Tender.

3.17 SITE MEETINGS

When so requested by the Employers Representative, the Contractor shall attend site meetings which shall be held at regular intervals. He shall also attend the Employers Representative on site when so requested.

The Contractor shall submit, at each site meeting a report detailing progress of the works (% complete of each element of the work), current and projected labour force, delays and reasons for same and concerns, if any, relating to future progress of the works, all in a format acceptable to the Employers Representative.



3.18 NO RESIDENTIAL ACCOMMODATION ON SITE

Caravans or other Accommodation for residential use will not be permitted, and the Contractor will not be allowed to have staff or workmen living on any part of the Site. In the case of accommodation for Night and other type Watchmen or Security Men application shall be made in writing to the Employer's Representative who will give his decision also in writing at an appropriate time.

3.19 BILL POSTING

Insofar as he can arrange the Contractor shall not permit any bill posting advertising or defacing of name boards which have been properly erected with permission obtained from the appropriate authority. He shall endeavour to keep all name boards free from defacement and shall immediately upon being notified of damage repair or replace the damaged or defaced boards.

4.0 TRAFFIC MANAGEMENT

4.1 Traffic Safety and Management Requirements

4.1.1 *Specific Requirements*

The Contractor shall comply with the requirements of:

- “Traffic Signs Manual – Chapter 8 – Temporary Traffic Measures and Signs for Roadworks” Department of Transport, 2008.
- Guidance for the Control and Management of Traffic at Roadworks – Department of Transport, NRA and Local Government Management Services Board, 2010, together with Meath County Council Road Opening Licence and traffic management requirements.

4.1.2 *Roles and Responsibilities*

In addition to the information set out in the documents listed about their follows some general further information which the contract shall note:

Designated Road Authority

The Road Traffic (Coordination of Roadworks) Regulations of 1992 (S.I. No. 323 of 1992) designate Leitrim County Council as a Local Authority for the purpose of section 101D of the Road Traffic Act, 1961, as inserted by Section 9 of the Dublin Transportation Authority Dissolution Act, 1987. In effect this designates Meath County Council as a Designated Road Authority enabling them to issue directions to persons undertaking road works on public roads in their functional area in relation to such matters as timing of roads works and the manner in which road works are carried out.

Under this legislation a designated Local Authority has the power to stipulate requirements for road opening works in relation to but not limited to the following:

- the period during which and the times at which road works shall or shall not be carried out.
- the manner in which road works shall or shall not be carried out.
- standards pertaining to construction works.
- traffic control arrangements in the vicinity of road works; and
- financial security arrangements to ensure the satisfactory execution and reinstatement of road works.

Directions may be issued to any organisation that carries out road works within the administrative area of a designated Local Authority.

4.2 LIGHTING

Where floodlighting of the works area is required in poor daylight conditions, the positioning of the lighting units must not be such as to cause glare to drivers. Workmen should be protected from stepping inadvertently from the illuminated area into an unilluminated traffic lane.



In addition to lighting, signs, chevrons, barriers and other devices should be reflectorised. Reflectors should be used to ensure that the work area is adequately marked if the lighting is vandalised or otherwise fails.

4.3 HAZARD WARNING LIGHTS

All vehicles and self-propelled plant used in the construction works shall be fitted with roof-mounted amber flashing lights whilst in the working areas.

4.4 MAINTENANCE REQUIREMENTS

The Contractor shall keep all routes used by site traffic free of mud and debris deposited by site traffic.

All drains, ditches, grips and outfalls shall be kept clear of any spoil mud, slurry, pollution, etc, arising directly or indirectly from the Works.

The Contractor shall take all necessary steps to avoid creating a dust nuisance.

The Contractor shall ensure that all vehicles delivering or transporting materials in connection with the Works shall be adequate sheeted to ensure that as far as practicable no materials can fall and no dust can be blown from the vehicle.

The only permitted exceptions to this requirement are as follows: -

- Vehicles being used in surface dressing operations



Appendix No. 1

**NRA Speed Limit Alteration Form
(For Works on National and Regional Roads)**

Location - Town Name:

Route Number:

**Notes:**

1: All fields must be filled in to ensure processing.

2: The start-end points (at road centreline) of both the existing and proposed locations are to be given in Irish National Grid Co-ordinates to a minimum accuracy of +/-10m.

Existing Zone				
Speed Limit	FROM (Start)		TO (End)	
km/h	Easting	Northing	Easting	Northing

Proposed Zone				
Speed Limit	FROM (Start)		TO (End)	
km/h	Easting	Northing	Easting	Northing

Description of Change:

Reasons for Change:

This section for N.R.A. use only

Appendix No. 2

General Letter to Chief Superintendent

RT1262

**Chief Superintendent
An Garda Síochána**

**SECTION 10 - ROAD TRAFFIC ACT 2004
SPEED LIMITS AT ROAD WORKS**

NOTICE OF INTENTION

Notice Is Hereby Given of the intention of Galway County Council to make an order (road works speed limit order) pursuant to Section 10 of the Road Traffic Act, 2004 to apply road works speed limit(s) as detailed hereunder and outlined on the attached map(s):

Location Details			Grid Reference		Speed Limits	
Road No.	Location	Distance	Start Point (Easting, Northing)	End Point (Easting, Northing)	Existing Speed Limit	Proposed Speed Limit

It is recommended that in the interest of Road Safety during road works, that the proposed Road Works Speed Limit(s) as detailed above, shall apply for the duration of the works, which shall not exceed a period of 12 months from the date of the commencement of the special speed limit.

In accordance with Section 10(5) of the Road Traffic Act 2004 any representations made in writing and received within one month of the date of this notification shall be taken into consideration.

Signed: _____ Date: _____
 "Name"
 "Title"

I wish to confirm that I have no objection to the Road Works Speed Limit(s) as detailed above and outlined on the attached map(s), for the duration of the works.

Signed: _____ Date: _____
 Chief Superintendent

Stamp: _____

