



A5 WTC

Western Transport Corridor

Section 1
New Buildings to South of Strabane
Volume 2
Part 1
Phase 1 Scope of Services

OJEU Ref: 09/S35-50924/EN

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1 General

1.1 Introduction

During Phase 1 of the Contract, the contractor will be known as the *Consultant* and will provide a service to the *Employer* in accordance with this Scope and the Phase 1 professional services contract conditions.

The *Consultant's* role will be to provide the *Employer* and the *Employer's Agent* with advice and support throughout Phase 1 in relation to this section of the A5 Western Transport Corridor (A5 WTC) Project. The *Consultant* will bring their experience and expertise in Buildability and advise the *Employer* on construction issues. The *Employer's Agent* will be responsible for the development of the Specimen Design.

At the end of Phase 1, subject to certain conditions being met the contract will progress into Phase 2, which will be governed by engineering and construction contract conditions. At the start of Phase 2 the contractor will take full ownership of the Specimen Design and develop it into a detailed design for construction. During Phase 1 the *Consultant* must be satisfied that the Specimen Design and the Works Information do not contain any significant errors or omissions that might prevent the successful completion of the contract.

The A5 WTC Project description and the background to the development of the Scheme can be found in Volume 3, Site Information.

1.2 The Employers Objectives

The *Employer's* objectives in Phase 1 are to design and develop the A5WTC Project sufficient to complete the statutory processes to enable the construction of the *works*. This should be delivered in a safe manner, within the allocated budget and in accordance with the outline programme, while avoiding rework or abortive work.

1.3 The Employers Economic Requirements

The *Consultant* will list and publicise opportunities available within the supply chain on the *Consultant's* web-site and/or where appropriate, in the local press.

The *Consultant* will supply the *Employer* with details and web links to information published on the *Consultant's* Website for inclusion in the ISNI tracking Database

The *Consultant* will comply with the Code of Practice for Government Construction Clients and their Supply Chains

The *Consultant* will procure the works to achieve the best value for money for the *Employer* representing the optimum combination of price and quality over the lifecycle of the *works* while contributing to the wider government objectives on economic, social and environmental sustainability. The *Consultant* uses whole life

value studies and whole life costing techniques and methods to support the decision making process to achieve of best value for money.

The *Consultant* will provide access to accounts (as part of the open book process) to allow timeliness of payments to subconsultants and suppliers to be verified.

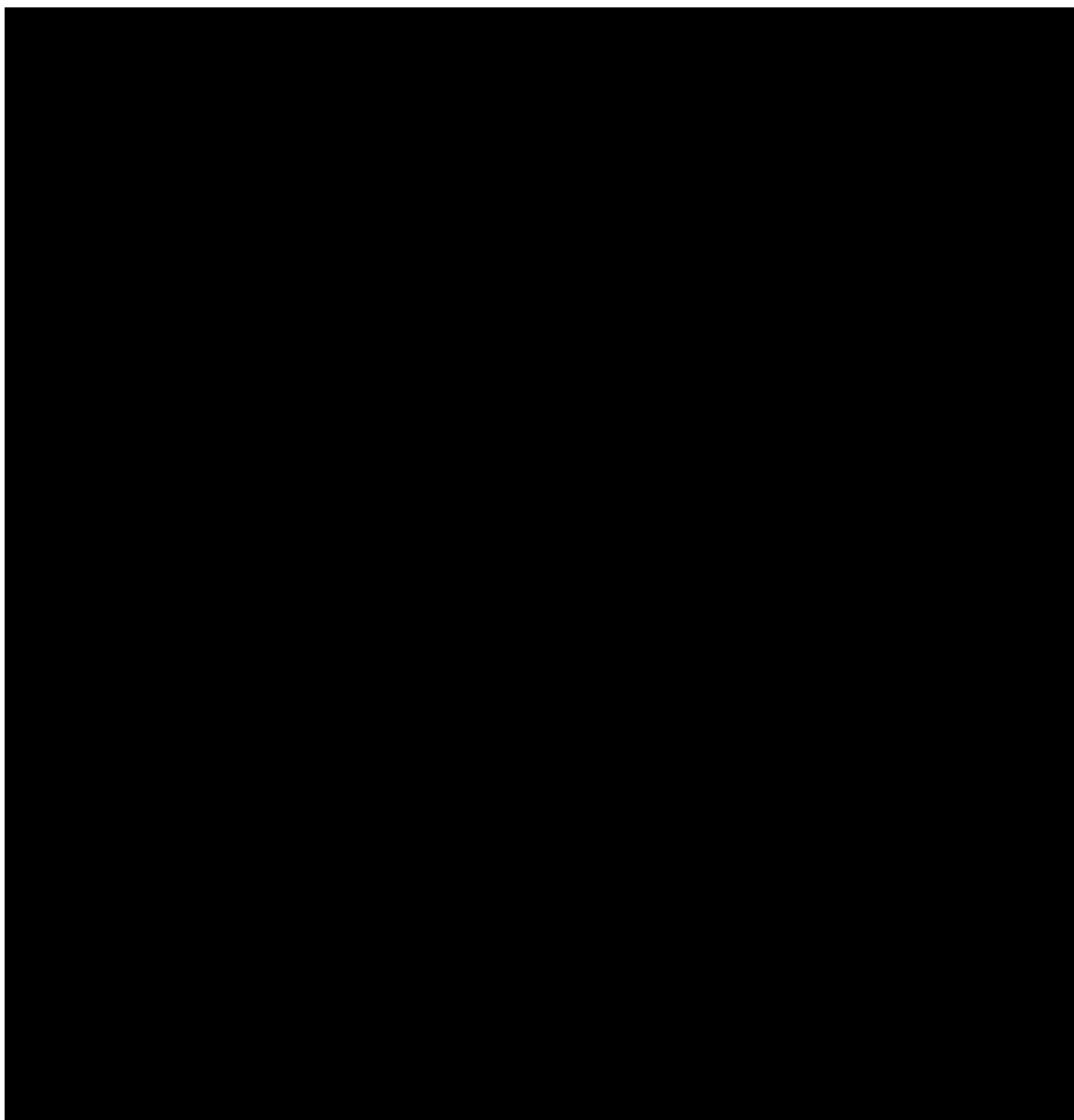
1.4 General Governance

The A5 WTC Project has been divided into three Sections and *Consultants* will be engaged on up to two Sections. They will be expected to work with the other *Consultant(s)* to deliver the A5 WTC Project in the most cost and time efficient manner. It is essential that the best interest of the A5 WTC Project is achieved through a spirit of partnering and cooperation. A Project Steering Group will be formed to provide the governance and support across the three Sections and help to resolve any issues or disputes between the various organisations.

1.5 Consultants Personnel

A key driver for the success of Phase 1 is the knowledge, skills and experience of the *Consultant's key persons* in the construction of major highway projects. They will be expected to add significant value during the design development process by identifying and sharing innovation and best practice across the A5 WTC Project and to be proactive in the various workshops. The primary focus will be on improving the buildability of the design.

The *Consultant* will engage various construction specialists to support the *Employer*. The anticipated A5 WTC Project organisation chart is shown below and should be used as a guide to the governance of the A5 WTC Project.



Section organograms will depend on the nature of the *Consultant's* proposals. Each Section will require dedicated resources from the *Consultant*, even if the *Consultant* has been awarded two Sections.

1.6 Programme Delivery

The *Consultant* will provide the resources as required to support the achievement of the following anticipated programme. The *Consultant* will be expected to commence the planning of Phase 2 delivery and consult with their supply chain to maximise the benefits of early appointment.

Familiarisation – November 09

Project Budget Review – December 09

Value Management Workshops – December 09

Risk Workshops – December 09

Finalise Route Plans – January 09

Initial Cost Estimates - January 09

Appraisal Summary Tables – March 10

Scheme Assessment Report – October 10

Environmental Statement – October 10

Publish Orders – October 10

Public Inquiry – Mid to Late 11

Notice to Proceed – Early 12

The programme for delivery of the anticipated public inquiry during Phase 1 will be dependant on the support for the A5 WTC Project. It is anticipated that the public inquiry will be in the latter half of 2011 with construction commencing early in 2012.

The programme for the public inquiry will be developed in more detail in the lead up to the publication of the draft Orders. In order to effectively manage the public inquiry the *Employer's Agent* will lead the inquiry team and co-ordinate all activities between the respective Sections.

The outline Phase 1 delivery programme is given in Appendix 2

1.7 Design Development

The *Consultant* will be expected to assist the *Employer* and the *Employer's Agent* in the development of the design and, as such, be familiar with the details of the Specimen Design. The *Consultant* will be expected to develop the Specimen Design into a full detailed design in Phase 2. The *Consultant* will be content that the Specimen Design is adequate for the purposes of construction and they must be satisfied that the draft Orders are sufficient to construct the *works*.

The following is a table of reports and documents that will be produced during Phase 1. The *Consultant's* required action is listed beside each document and further defined below:

'Comment' means to review the document and make comment on the contents with a view to accepting it into the Works Information in Phase 2.

'Input' means to provide information for the completion of the document, review the completed document and provide 'Comment' as above.

'Responsible' means to prepare and submit the document in accordance with the *Employer's* programme.

Table 1 – Consultant Actions in relation to main documents and reports			
No	Report / Document Title	Consultant Action	Date Expected
1	Consultants Quality Plan	Responsible	Dec 09
2	Risk Register Workshop Report	Input	Dec 09
3	Value Management Workshop Report	Input	Dec 09
4	Ground Investigation Factual Report	Comment	April 10
5	Ground Investigation Interpretive Report	Comment	May 10
6	Geodetic Survey Report	Comment	Sept 09
7	Buildability Report	Responsible	Feb 10
8	Draft Structures AIPs	Comment	Dec 09
9	Utilities Report	Comment	Dec 09
10	Accommodation Works Report	Comment	May 10
11	Order Publication Report	Comment	Aug 10
12	CEMP	Input	Aug 10
13	Environmental Statement	Comment	Aug 10
14	Scheme Assessment Report Stage 3	Input	Aug 10
15	Statement of Case	Comment	Spring 11
16	Buildability Proof of Evidence	Responsible	Spring 11
17	Engineering Proof of Evidence	Comment	Spring 11
18	Inspectors Report	Comment	Autumn 11
19	Pre Tender Health and Safety Plan	Input	Autumn 11

The Consultant should be aware that there will be other reports produced for the A5 WTC Project delivery (in accordance with Design Manual for Roads and Bridges) and that they may also be asked to comment on these reports.

1.8 Surveys

The *Consultant* may be asked to undertake surveys, such as drainage or geodetic surveys, assist in investigations and inspections and organise temporary traffic management to facilitate any additional activities deemed to be required. Award of these activities will be at the discretion of the *Employer*.

2 Service Delivery

2.1 Governance

The *Consultant* will provide a suitable *key person* who will attend the Project Steering Group meetings. They will have the authority to act on behalf of their organisation or consortium for the effective governance of the A5 WTC Project.

Initially the Project Steering Group will meet monthly until the Group are confident that the A5 WTC Project is progressing in accordance with the delivery programme and a partnering spirit has been effectively adopted.

2.2 Methodology

The service will be managed in accordance with the Service Delivery Plan and the Quality Plan.

Service Delivery Plan

The Service Delivery Plan will outline how the *Consultant* intends to deliver the services and describe how they intend to provide effective advice to the *Employer* and the *Employer's Agent*. The tendered Service Delivery Plan is contained in Appendix 3.

Quality Plan (Phase 1)

The *Consultant* will prepare and submit a Quality Plan within 4 weeks of the start of Phase 1. The Quality Plan will outline how the *Consultant* will monitor the quality of the services identified in his Technical Submission for Phase 1.

2.3 Meetings

There will be a number of regular monthly meetings the *Consultant* will be required to attend. The *Consultant* will provide a suitably experienced advisor to attend and contribute towards the following meetings:

Project Steering Group Meetings

A senior member of the *Consultant's* staff will attend meetings of the Project Steering Group. The Project Steering Group will be responsible for their respective Section is progressing in accordance with the delivery programme and a partnering spirit has been effectively adopted. These meetings will be held monthly.

Progress Meetings

The *Consultant* will attend the monthly Progress Meetings in an advisory capacity giving advice on Buildability, supply chain delivery, Phase 2 programming and cost issues.

Technical Co-ordination Meetings

The *Consultant* will attend the monthly technical co-ordination meetings where technical issues are discussed and the inter-discipline dependencies are communicated to the various team members.

Other Meetings

There will be other meetings, in addition to those listed above, during Phase 1 which the *Consultant* will be expected to attend. The *Consultant* should allow for 2 additional meetings per month.

2.4 Workshops

The *Consultant* will attend all Project Delivery Workshops in the Phase 1 as required by the *Employer*. These will include:

- Value Management / Engineering
- Partnering
- Risk
- Report Development (SAR3)
- Lessons Learnt

The *Consultant* will provide advice on the Buildability of the A5 WTC Project and their Section.

2.5 Programme

The *Consultant* will contribute towards the development of the Phase 1 programme and develop a construction programme for Phase 2 as the details of the Specimen Design become available.

A combined programme of works, based on critical path analysis will be prepared by the *Employers Agent* using the information on Phase 2 provided by the *Consultant*.

The construction programme supplied by the *Consultant* and its updates should be issued in machine readable form and in a format compatible with Microsoft Office Project 2003 and able to be interrogated and analysed.

2.6 Health and Safety

The *Consultant* will work with and provide all necessary assistance to the CDM Co-ordinator (CDM-C) appointed by the Employer in accordance with the Construction (Design and Management) Regulations 2007.

The *Consultant* will become the Principal Contractor in accordance with the CDM Regulations in Phase 2. Design work will not be undertaken until the requirements of the CDM Regulations have been fully complied with.

In liaison with the *Employer*, the *Employer's Agent* and the CDM Co-ordinator the *Consultant* will assist with the preparation of the Health and Safety File. Early liaison will be required to ensure that all the CMD duty holders are aware of the information they will have to provide.

2.7 Project Directory

The *Consultant* will prepare a project directory containing the names, addresses and all contact numbers including e-mail addresses and mobile telephone numbers of all key personnel engaged by the *Consultant*, as agreed with the *Employer's Agent*. The list is to be subdivided by organization and discipline and contain a brief reference to the person's responsibility regarding the project.

The *Consultant* issues the directory to the *Employer's Agent* and updates it quarterly or as necessary to ensure that all current team members are listed.

The *Consultant* reissues the directory prior to the start of the Construction Phase 2 and at other times by agreement with the *Employer's Agent*.

2.8 Freedom of Information

The *Consultant* will support the *Employer* in replying to enquiries under the Freedom of Information Act 2000 in providing all information requested by the *Employer* within the required timescales.

2.9 Publicity

The *Consultant* will assist the *Employer* and the *Employer's Agent* with the public information days, assist with the preparation and issuing publicity material as required by the *Employer*. All publicity regarding the A5 WTC Project, including the *Consultant's* own publicity, will be submitted to the *Employer* for approval prior to issue.

The *Employer's Agent* maintains a website for the A5 WTC Project (<http://www.a5wtc.com/>) and the *Consultant* will provide suitable information for the website as requested.

2.10 Achieving the Employers Project Objectives

The *Consultant* will suggest modifications to the design if he considers that it will better achieve the *Employer's* A5 WTC Project objectives. The *Employer* may adopt the modifications if they deem them to be beneficial.

The *Employer* has absolute discretion as to whether to incorporate any modifications suggested by the *Consultant*.

2.11 Risk Management

The *Consultant* will, in collaboration with the *Employer's Agent*, assist with the development of the Risk Register (based on the current Risk Register in Phase 2 Appendix 8) and propose risk mitigation measures following the scheme familiarization process and attendance at the risk workshop.

2.12 Review Documents Provided

The *Consultant* will review all information supplied by the *Employer's Agent* including documents, data, drawings and reports. The anticipated Reports for Phase 1 are listed in Section 1.5 of this document.

In addition the *Consultant* will advise the *Employer's Agent* of any additional information that they consider necessary for the successful completion for Publication of the Orders. This could include additional surveys (for example munitions), investigations, consultations, etc.

2.13 Design Modifications

Advise the *Employer's Agent* on the design modifications required as a result of buildability issues necessary to complete the Specimen Design for all highways, drainage, environment, structures, utilities, non motorised user provisions, accommodation, land boundaries sufficient to publish the Orders.

2.14 Design Handover

The *Consultant* will review and comment on the Specimen Design with a view to developing it into a detailed design. This will occur during the development of the Specimen Design prior to publication of Orders.

Subject to the approval of the *Employer*, the *Consultant* will review the development process with a view to commencing detailed design after the Public Inquiry and before the Publication of the Inspectors Report.

2.15 Cost Estimates

The *Consultant* will work with the *Employer's Agent* to establish reliable overall cost forecasts for the A5 WTC Project and methods of monitoring changes to ensure that the A5 WTC Project budget is achieved but not exceeded. The *Consultant* will:

Prepare and update cost estimates during the design at the request of the *Employer's Agent* for the services provided in Phase 1 at monthly intervals.

Provide comment on the cost estimates for the Construction Phase 2 works prepared by the *Employer's Agent*.

Develop a Section Target Cost with the *Employer's Agent* using the information developed in the Design Development Phase 1 and the tender pricing mechanism submitted with the *Consultant's* tender.

Update the Section Target Cost to establish the Target Cost for the Construction Phase 2 following the Public Inquiry.

2.16 Statutory Orders

The *Consultant* will review all Order plans to ensure that they are within the proposed limits of the *works* and that they are sufficient for Buildability and traffic management for the execution of the *works*.

2.17 Statement of Reasons

The *Consultant* will assist the *Employer* and the *Employer's Agent* with the preparation of the Statement of Reasons in support of the Orders with respect to Buildability.

2.18 Objections

The *Consultant* will assist the *Employer's Agent* in resolving the objections by explaining and justifying the proposal and by preparing responses, attending meetings with interested groups and objectors, and supplying any detailed information prepared by the *Consultant* with respect to Buildability.

Preparing responses on the appropriate disciplines related to Buildability, disruption during construction and Traffic Management.

2.19 Liaison with Counsel

The *Employer* will appoint, and pay directly, a barrister to represent the interests of the *Employer* at the public inquiry. The *Consultant* will comply with the requirements of counsel throughout preparation and during the public inquiry. All documents prepared for or referred to during the inquiry will be submitted to the *Employer* for review by counsel in accordance with an agreed programme.

2.20 Proofs of Evidence

The *Consultant* will prepare Proofs of Evidence on traffic management, buildability, accommodation works, construction techniques, construction programmes for the public inquiry.

The *Consultant* will familiarise themselves with the Proofs of Evidence for the Inquiry and ensure that they are consistent with the other Sections

2.21 Public Inquiry – Attendance

The *Consultant* will attend the public inquiry and give evidence as an expert witness on the scheme with respect to Buildability.

2.22 The Construction Phase Documentation

Prior to the end Phase 1 the *Consultant* will assist the *Employer's Agent* with the completion of the Construction Phase 2 Contract Data, Works Information, Site Information and Appendices to include any changes made during Phase 1.

3 Glossary of Terms – Phase 1

3.1 Introduction

The following Glossary of terms is specifically for Phase 1 of the contract and it should be read in conjunction with the general glossary of terms and the NEC Conditions of Contract.

3.2 Phase 1

Phase 1 covers the development of the A5 WTC project from the Preferred Route Announcement (including procurement of the main works contractors) to the Decision to Proceed to Construction, including (but not limited to) Publication of Orders, Public Inquiry and Statutory Procedures.

3.3 Phase 2

Phase 2 covers the detailed design and construction of the *works* from the Decision to Proceed to Construction to the settlement of the final account, including mobilisation, Detailed Design, Construction of the works and maintenance through the maintenance period.

3.4 The Contractor

The Contractor – is defined in the NEC 3 Documents. To accord with professional services terminology, In Phase 1 the Contractor is the Consultant.

3.5 Buildability

Buildability is defined as the methodology and activities that an experienced contractor would be expected to undertake to enable the construction of the works in the most efficient and effective manner.

3.6 The Project Steering Group

The Project Steering Group – will be a team of suitably experienced personnel from the Employer, the Employers Agent and the Contractors working together for the benefit of the smooth delivery of the Project. They will have sufficient authority within their respective organisation to resolve issues regarding the delivery of their service.

3.7 The A5 WTC Project

The A5 WTC Project is the entire A5 Western Transport Corridor (A5 WTC) project comprising the three Sections.

3.8 Sections

There are three Sections on the A5 Western Transport Corridor.

- Section 1 is from New Buildings to South of Strabane.
- Section 2 is from South of Strabane to South of Omagh.
- Section 3 is from South of Omagh to the border at Aughnacloy.

3.9 Specimen Design

The Specimen Design is the development of the Preferred Route into a design sufficient to establish the land to be acquired in the Orders. It should include all aspects relating to Buildability, best practice, value engineering and value management.



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Project Steering Group

The Project Steering Group

Objectives of the Project Steering Group

The overall objectives of the Parties in establishing the Programme Steering Group are as follows:

- to secure a working relationship between all those involved in meeting or contributing to the *Employer's* objectives,
- to provide leadership, commitment and motivation for a successful public/private partnership,
- to create and maintain a partnering process and team culture,
- to achieve mutually beneficial outcomes for the Parties,
- to ensure that all decisions support best value for the taxpayer, and
- to give strategic direction to the management of the contract and to ensure that the wider, cross cutting and longer term issues are properly considered.

Accordingly it is the role of the Project Steering Group

- to facilitate the achievement of the overall objectives referred to above,
- to reduce bureaucracy and duplication of effort and enhance efficiency and economy and
- to set optimum targets for year-on-year improvements.
- to work with the Major Projects Community in receiving and providing information.

Terms of reference of the Project Steering Group

Subject to any financial or contractual limits of delegation disclosed by one Party to the other Party, the Steering Group may discuss any matter of relevance to this contract, any duties performed in connection with this contract, any other relevant contract or other works being carried out or planned to be carried out in the relevant area network.

Specific examples of matters that are within the remit of the Project Steering Group are as follows:

Contract Documentation

- Considering and subsequently recommending changes to this contract and considering and any implications (financial or otherwise) which flow from such changes.

Budget/Investment Issues

- Considering and providing recommendations on budget issues.
- Considering the programme for the contract and agreeing recommendations regarding the implementation of Projects.
- Taking an overview of spending levels on different activities and providing recommendations on the same.

Key Performance Indicators

- Monitoring the use of Key Performance Indicators and the level of achievement against targets set.
- Taking benchmarking advice from other contracts and establishing future targets.
- Considering all issues connected with continuous improvement.

Supply chain management

- Considering proposals to make best use of supply chain management techniques.

Innovation

- Considering all issues relating to innovation and agreeing proposals regarding the implementation and monitoring of any innovation.

Methodology of the Project Steering Group

The Project Steering Group will establish their own approach to their work, but the following principles are to be followed.

- The Project Steering Group operates by consensus.
- At each meeting of the Project Steering Group one of the *Employer's* representatives will act as chairman.
- Locations and timings of meetings will be decided by the Project Steering Group. Such meetings will not be less frequent than quarterly but may be more frequent if the Project Steering Group so agrees.
- The agenda at each meeting of the Project Steering Group will be agreed by members who will be present at the Project Steering Group meeting.

- The Project Steering Group may set up working groups, sub-groups or special interest groups as it agrees.
- All members of the Project Steering Group will act in a spirit of mutual trust and co-operation when dealing with matters within the remit of the Project Steering Group.



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Phase 1 Outline Delivery Programme

Insert Programme



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Service Delivery Plan (Provided by Consultant)

Insert Service Delivery Plan



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Technical Submission
(Provided by Consultant)

Insert Technical Submission



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Commercial Submission
(Provided by Consultant)

Insert Commercial Submission