



A5 WTC

Western Transport Corridor

Section 1

New Buildings to South of Strabane

Volume 2

Part 2

Works Information

OJEU Ref: 09/S35-50924/EN

A5 WTC

**TENDER DOCUMENTS – VOLUME 2 Part 2
WORKS INFORMATION**

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1. Works Information

1.1. General

At the end of Phase 1 the Consultant will become the *Contractor* subject to successful completion of Phase 1.

The Works Information that will form part of the Phase 2 NEC3 Option C contract will be developed during Phase 1 with the involvement of the *Contractor* as described in Volume 2 Part 1 Scope of Services 2.22.

This Works Information will be issued to the *Contractor* at the end of Phase 1.

1.2. Employer's Objectives

The *Employer's* objectives for the Scheme are:

Economy

To deliver a scheme that:

- Provides value for money
- Is completed within the *Employer's* Budget.
- Supports objectives for regeneration and employment in the A5 Western Transport Corridor

Integration

To deliver a scheme that:

- Is compatible with local transport proposals.
- Integrates with land-use and other Government policies.

Environment

To deliver a scheme that:

- As far as reasonably possible, protects the built and natural environment.

Safety

To deliver a scheme that:

- Provides a safe route for motorists.
- Minimises the number of priority junctions on the A5 WTC.
- Will reduce the number of accidents occurring along the A5

Accessibility

To deliver a scheme that:

- Improves access to facilities
- Reduces severance

1.3. Employer's Economic Requirements

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

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

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

The *Contractor* will procure the *works* to achieve the Best Value for Money for the *Employer* representing the optimum combination of Price and Quality (or fitness and purpose) over the lifecycle of the *works* while contributing to the wider Government objectives on Economic, Social and Environmental Sustainability. The *Contractor* 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 *Contractor* will provide access to accounts (as part of the open book process) to allow timeliness of payments to subcontractors and suppliers to be verified.

1.4. Employer's Social Requirements

Following progression to Phase 2 of the Contract, which is subject to conditions such as the successful completion of the statutory procedures and agreement of the construction target cost, the *Employer* will require the *Contractor* to comply with the following social requirements whilst undertaking construction of the works.

Employment Plan for the Project

To encourage the economically inactive back into the workplace

The *Contractor* will submit an employment plan to the *Employer* setting out:-

- General policy on recruitment, training and retention of employees;
- Proposals for the recruitment and retention of employees for the project and the monitoring system to report to the *Employer*.

The *Contractor* will secure the creation of employment opportunities for long-term unemployed persons, either directly or through the supply chain. (Total number of persons required to be established by the *Employer*, during the development of the Target Cost.)

(Long-term unemployed is defined as people who have been unemployed for at least 3 months.)

Training and skills development

To encourage training and skills development to build a sustainable industry

The *Contractor* will recruit apprentices, either directly or through the supply chain. (Total number of apprentices required to be established by the *Employer* during the development of the Target Cost.)

The *Contractor* will report quarterly during the contract to the *Employer* for a particular Section:-

- Number of apprentices (& their names) taken on at start of contract;
- Trade or profession;
- Date joined;
- Date left;
- Number of days each apprentice was on site;
- Training identified for each apprentice;
- Training attained by each apprentice; and
- Whether currently retained in employment.

The persons listed in the report are to agree in a signed statement to the disclosure of their personal data by the *Contractor* to the *Employer*.

The *Employer* will use these reports to work with the Construction Industry Group NI (through CIFNI), the *Employer and the Department for Employment and Learning*

(DEL) to monitor apprentice progress and retention.

Equality of Opportunity

To promote equality in the workplace

The *Contractor* will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1988, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) Order 1996 and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the *Contractor* under this agreement he has due regard to the need to promote equality of treatment and opportunity between:

- persons of different religious beliefs or political opinions;
- men and women or married and unmarried persons;
- persons with and without dependants (including women who are pregnant or on maternity leave and man on paternity leave);
- persons of different racial groups (within the meaning of the Race Relations Northern Ireland) Order 1997);
- persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
- persons of different ages; and
- persons of differing sexual orientation.

The *Contractor* will take all reasonable steps to ensure the observance of the provisions of the above clause by all servants, agents, employees, consultants and sub-contractors of the *Contractor*.

Respect for People

To promote Respect for People

The *Contractor* and supply chain will agree to comply with the requirements of the 'Respect for People (RfP) – Code of Good Working Health and Safety Practices' incorporating the 'Code of practice for Industrial Relations and Health and Safety'. Compliance with this Code will include payment of operatives in accordance with the industry Working Rules Agreements For link see:-.

<http://www.strategicforum.org.uk/pdf/codeofpractice.pdf>

The *Contractor* will calculate the Constructing Excellence Key Performance Indicators on Respect for People and report the KPIs to the *Employer*

Health & Safety - BuildSafe-NI

To promote best practice in Health and Safety

The *contractor* will comply with the requirements contained within the BuildSafe NI Initiatives.

Fair Trade

To incorporate 'Fair Trade' products within construction projects

The *Contractor* and supply chain will provide and maintain corporate Fair Trade policies.

The *Contractor* and supply chain will embrace Fair Trade goods and services within construction projects in accordance with CPD Procurement Guidance Note 02/06

Essential Skills

To promote development of Essential Skills

The *Contractor* and supply chain will provide opportunities for all employees to develop essential skills through, for example, the promotion of the DEL Essential Skills Programme.

1.5. Employer's Environmental Requirements

Design Quality

To promote Design Quality

The *Contractor* and supply chain develop designs that are consistent with Government policy and fully participate with other project stakeholders in design review process and workshops (e.g. Design Quality Indicator workshops) that seek to establish and enhance design quality.

Sustainable Timber

All timber and wood derived products acquired by the *Contractor* and supply chain for use in the performance of the contract will be certified as sustainable from a scheme or schemes which are recognised as delivering UK Government requirements for timber procurement. Acceptable certification schemes are listed on the Central Point of Expertise on Timber web-site www.proforest.net/cpet/

For example: Forest Stewardship Council (FSC); Programme for the Endorsement of Forest Certification (PEFC); Canadian Standards Association & Sustainable Forestry Initiative with certified products containing >70% certified raw material are acceptable schemes.

Third Party Accreditation of Contractor's Environmental Management System

To promote Environmental Management Systems

The *Contractor* will operate an Environmental Management System, with appropriate scope to cover the services to be provided under the contract that has been accredited by a recognised independent third party accreditation body or will warrant that they have appointed a recognised third party accreditation body to facilitate accreditation.

CEEQUAL

Target Ratings to be achieved for CEEQUAL assessments to be 'Excellent' or 'Very Good' for new build off- line and 'Very Good' for on-line projects.

These ratings may be reduced were site constraints or project objectives mean that the original target rating conflicts with the obligation to achieve value for money.

1.6. Project Delivery Programme

The anticipated Project Delivery Programme is in Appendix 1 of this document. It is a high level programme for all three Sections of the Project. A detailed delivery Programme will be developed for each section as described in the Part 1 Scope of Works.

The high level programme is subject to a number of conditions being met, such as successful completion of the Statutory Procedures. The *Contractors* design has been shown as commencing after the completion of the Public Inquiry. This will be subject to review after the Inquiry and the Detailed Design will only commence once instructed by the *Employer*.

1.7. Design Standards and Specification

The *Contractor* will be responsible for developing the Specimen Design, developed in Phase 1, into a detailed design sufficient to enable the construction of the works in accordance with the design standards and specifications below.

Except where otherwise directed, all materials, workmanship, design and assessment of the Works will comply with the version of the following documents, as applicable to Northern Ireland, current at the Starting Date of the Phase 1 NEC3 Professional Services Option E Contract;

- i) The Standards and Advice Notes contained in the Design Manual for Roads and Bridges published by the Her Majesty's Stationery Office.
- ii) The Specification for the Works will be the 'Specification for Highway, published by the Stationery Office (formerly HMSO) as Volume 1 of the Manual of Contract Documents for Highway Works
- iii) The Notes for Guidance to the Specification for Highway Works, published by the Stationery Office as Volume 2 of the Model Contract Document for Highway Works
- iv) Highway Construction Details, published by the Stationery Office as Volume 3 of the Model Contract Document for Highway Works and as modified and amended by the *Employer's* Drawings and other Standard Details.
- v) Relevant British Standards.
- vi) The Environmental Statement for the Scheme

The *Contractor* will be advised of the requirement to incorporate any revisions to the above documents into the Works Information for the Phase 2 NEC3 Option C Contract, during Phase 1 as part of the development of the Works Information.

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Appendix 1

Programme

Insert Project Programme