



# Sligo Western Distributor – Completed Under New Contract

The Western Distributor road was first conceived in the 1960s. By the 1990's Sligo suffered significant traffic problems due to inadequate road provision in the town. A transport study was undertaken by Atkins (then McCarthy & Partners) to analyse these problems and it highlighted the need to provide three main road infrastructural improvements: the Sligo Inner Relief Route and County extension, a dual carriageway running from the existing Sligo-Collooney dual carriageway to Hughes Bridge in Sligo city centre (now constructed); the eastern crossing of the Garavogue River, which links the eastern side and the northern parts of the city (project being developed); the Western Distributor road. *Tony Mortimer, Atkins project director, explains the importance of this road for the Sligo area.*

'The Western Distributor road opens up significant development lands to the West of Sligo, including IDA lands at Oakfield,' he says. 'It provides good access to the IDA development and other industrial developments in Finisklin. It also relieves traffic congestion in the city centre.' The road comprises 2.5 kilometres of single carriageway, two traffic signal controlled junctions, one roundabout junction, one railway bridge, sustainable drainage and attenuation works and accommodation works. It opens up many hectares for new development, especially the IDA site at Oakfield.

The planning phase of the road started in earnest in 2001, when Atkins was appointed as Consultants for the Scheme by Sligo Borough Council. The first phase of construction has recently been successfully completed.

The journey from a green field site and a line on a Development Plan towards the construction of a road has taken Sligo Borough Council and Atkins through several stages of development, namely, Constraints Study (to determine the main constraints on the route), Route Selection (to determine the possible routes that could be taken), Preliminary Design (basic design of the preferred route), Planning Process (to gain permission to build the works), CPO (to purchase the land required for construction—currently underway for phase 2), Detailed Design, Procurement and Construction.

Safety of the public was given extensive consideration as part of the construction works, given that the road runs between an existing play area and football pitches and a residential area. To ensure that children were safe during construction and in the permanent condition, a boundary wall along the residential area was heightened to prevent access. This was undertaken as an advanced works contract. The whole site was hoarded off for the duration of the contract for safety reasons. A temporary car park was constructed for users of the existing Mitchell Curley Park and playing fields during construction. As a result of these measures, there were no safety issues and no significant complaints from the public during the project.

A prequalification process was undertaken in order to vet potential contractors and ensure that a suitably experienced and competent contractor was appointed to the works. The prequalification process resulted in a total of 11 contractors being successfully shortlisted. Tender documents were issued in September of 2008 to the eligible tenderers with tenders returned in October of the same year. A preferred tender was identified following an analysis of the tenders, with the contract awarded to Gerald Love Contracts in January 2009.

The form of contract used for Phase 1 was the new Government Public Works Contract for Minor Building and Civil Engineering Works Designed by the Employer, which was introduced nationally for Government funded infrastructural schemes in 2007. The Sligo Western Distributor Road Phase 1 scheme was one of the first in the country to be let under this form of contract.

'Under the new Government Public Works Contracts, the contractor is obliged to tender a fixed price lump sum whereby the price will not change over the duration of the contract unless specific instructions are issued to the contractor to undertake additional works or to omit original works, in accordance with the relevant clauses,' explains *Ronan Clifford, Atkins project manager for the scheme.* 'The new Public Works Contracts also allow a clearer allocation of risk under the contract, should unforeseen

events occur on site. General risks are listed and allocated in the Contract Schedule to the parties best able to manage those risks in advance of tendering.'

In addition, provision is made within the contract for a fixed delay contingency, which does not entitle the contractor to an extension of the completion date, unless cumulative delay events awarded to the contractor exceed this contingency period. Even then, when this delay contingency is exceeded, the contractor is not automatically entitled to monetary compensation unless this entitlement is indicated in the Contract Schedule.

The Sligo Western Distributor Road Phase 1 commenced on site in February of 2009. The construction works comprised a 550 metre section of 10 metre wide single carriageway with verge, cycle lanes and footpaths extending from Strandhill Road in the north to Ballydoogan Road in the south. The Works Requirements included associated earthworks, including rock and soft material excavation, drainage, significant utilities and ducting, retaining wall and revetment construction, accommodation works, landscaping, lighting, signs, traffic signals and ancillary works. The works also included one at-grade signalised T-junction, two priority junctions, two signalised pedestrian crossings,

revised entrance to a public park, diversion of existing utilities, erection of significant boundary wall with fencing and landscaping and accommodation works.

During the course of the Sligo Western Distributor Road Phase 1 works, a total of 10 change orders were issued to modify, add to or remove from, the original Works Requirements. Some of these change orders resulted in a delay event under Clause 9, whereby the contractor was awarded additional time to complete the works and some resulted in a compensation event under Clause 10, whereby the contractor was entitled to additional payment for works undertaken that were not originally included in the Works Requirements. Despite the issue of these change orders, the outturn cost was only marginally above the tendered sum, an outcome that would be in line with the original goals of developing and implementing these contract forms. This outcome was primarily on account of a strong cooperative approach to the scheme between Sligo Borough Council, Atkins, Gerald Love Contracts Ltd and the site supervisory staff. This successful outcome was attributable to an open approach to problem solving based on input from all parties and prompt and clear instructions to issues arising during the construction phase. A notable advantage in the new

public works contracts was in providing clearer mechanisms for quantifying additional entitlements where agreed. This is facilitated through the tendering of daily delay rates and personnel rates in the tender submission prior to contract award, which are incorporated into the Construction Contract for use in the event that delay/compensation events occur. This offers the facility to agree compensation amounts quickly and avoid protracted claims disputes between contracted parties.

The Phase 1 Sligo Western Distributor Road contract achieved substantial completion in December 2009.

'During and on completion of the works, local feedback on the scheme has been very positive,' says Ronan Clifford. 'This was largely on account of the strict stipulations inserted in the contract by Atkins and Sligo Borough Council, including requirements for phasing of the works and maintaining public and pedestrian access to ensure that the works would not have a negative impact on the adjacent public amenities or that noise, vibration and dust nuisance would arise. The contractor, Gerald Love Contracts, contributed to the successful outcome with a high emphasis on positive interaction with the public and avoidance of nuisance.'

## IRISH HARDWARE

HARDWARE • DIY • GARDEN • HOUSEWARES • TRADE COUNTER



*Irish Hardware magazine is published monthly and contains vital news and special reports on what is happening in Ireland's Hardware and Building Materials sector.*

**TO SUBSCRIBE PLEASE CONTACT  
OUR SUBSCRIPTION ORDER LINE ON 01 764 2724  
OR SUBSCRIBE ONLINE: [WWW.IRISHHARDWARE.COM](http://WWW.IRISHHARDWARE.COM)**