## APPENDIX C (i)

# EMPLOYERS SUSTAINABILITY REQUIREMENTS (ECONOMIC, SOCIAL & ENVIRONMENTAL)

## **EMPLOYER'S ECONOMIC REQUIREMENTS**

- The *Contractor* lists and publicises opportunities available within the supply chain on the *Contractor*'s web-site and/or where appropriate, in the local press.
- Within two weeks of the commencement of the contract the Contractor notifies the Project Manager of the sub contract and supply chain opportunities, the expected timescale for opportunities and the minimum eligibility requirements suppliers will be required to fulfil.
- The Contractor is required to participate in two supplier information days, to be facilitated by Belfast City Council. Events will be developed in consultation with The Contractor however participation is likely to include a presentation on upcoming opportunities and one to one engagement with attendees. Events will be specifically targeted towards small businesses and social enterprises.
- The *Contractor* supplies 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 complies with the Code of Practice for Government Construction
     Clients and their Supply Chains. See
     <u>Code Of Practice For Government Construction Clients And Their Supply Chains</u>

The *Employer* requires the *Contractor* and the supply chain sign an agreement with the *Employer* to meet the Fair Payment commitments set out in the 'Fair Payment' Charter. (See Appendix A of the <u>Code of Practice for Government Construction Practice</u>.) The *Contractor* will also comply, as part of the Charter agreement, with the following supply chain practice requirements:-

- a) Payment to supply chain to be a standing item on the agenda for project meetings;
- b) To provide the *Project Manager* with contact details for all supply chain members;
- c) To provide a report to the *Project Manager* on payments made to these supply chain members at each project meeting; and
- d) Any sub-contracts entered into by the Contractor for the completion of this contract shall include a requirement that, on the request of the *Project Manager*, the sub-contractor will report to the *Project Manager* on the moneys due to, and the payments received by the subcontractor from the *Contractor*. The report shall include an explanation for any moneys withheld by the *Contractor*. The

content and format of the report shall be agreed in advance with the *Project Manager*.

The *Project Manager* will carry out periodic checks with subcontractors on the payment performance of the *Contractor*.

- The Contractor procures 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 Council and
   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 provides access to accounts (as part of the open book process) to allow timeliness of payments to subcontractors and suppliers to be verified.

### **EMPLOYER'S SOCIAL REQUIREMENTS**

The *Employer* requires the *Contractor* to comply with the following social requirements.

EMPLOYMENT Plan for the Project

The Contractor submits an Employment Plan to the Employer within two weeks of the starting date setting out:-

 the Contractor's plans, procedures and programme for providing opportunities for the unemployed, apprentices, students and trainees as set out in the Works Information.

The *Contractor* will be required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to agree approach for the promotion of employment, student, placement and apprenticeship opportunities provided through this contract. Promotion of these opportunities will be delivered in association with Belfast City Council, DEL and/or any organisations identified by Council

Opportunities for the Unemployed

The *Contractor* either directly or through its supply chain provides for every £250,000 of labour cost within the contract value 13 person weeks of employment opportunities, for the long term unemployed (defined as those who have been unemployed for 12 months or more) through a Department for Employment and Learning (DEL) approved scheme or equivalent scheme approved by Belfast City Council.

In the event than an unemployed participant commences the employment but withdraws or is removed before completing the employment opportunity, the *Contractor* arranges for a replacement participant from the DEL approved scheme or equivalent scheme approved by Belfast City Council, unless the completion date of the contract is within two months.

The Contractor provides:-

• An update at monthly intervals on the number of participant weeks delivered within the *Contractor's* Sustainability Project Report using Table A of *Contractors'* Sustainability Project Report;

The *Contractor* is required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to promote employment and apprenticeship opportunities provided through this contact.

## **Apprentices**

Five percent (5%) of the *Contractor's* workforce (if the *Contractor* has 20 or more employees) are employed on formally recognised paid apprenticeships.

Five percent (5%) of the workforce of each first tier Subcontractor (with 20 or more employees) are employed on formally recognised paid apprenticeships.

A paid apprenticeship is one that is recognised within the DEL ApprenticeshipsNI programme in construction e.g. <u>Level 2 framework apprentices</u> or <u>Level 3 framework apprentices</u> or a similar scheme for construction trade apprentices.

## The Contractor provides:-

- Within two weeks of the starting date, a list of apprentices using Table B within the Contractor's Sustainability Project Report; and
- Within two weeks of the starting date, evidence (e.g. PAYE printout) of the number of people employed by the Contractor and each first tier Subcontractor (with 20 or more employees) and records the data using Table B within the Contractor's Sustainability Project Report.
- an update at monthly intervals on the number of apprentices and individuals employed by the *Contractor* and each first tier Subcontractor (with 20 or more employees) using Table B within the *Contractor's* Sustainability Project Report.

If at any time before the Completion Date the proportion of apprentices drops below the five percent (5%) requirement the *Contractor* submits to the Project Manager an apprentice recruitment plan and implements this plan promptly to ensure that the requirement set out in the Works Information is achieved.

## Student Work Placements

The *Contractor* provides 40 person weeks employed placement opportunities for students on a University or College of Further and Higher Education construction related course.

## The Contractor provides:-

 at monthly intervals, an update on the number of student weeks actually delivered using Table C within the Contractor's Sustainability Project Report. In the event than a student commences the employment opportunity but withdraws or is removed before completing the required number of weeks, the *Contractor* arranges for a replacement participant unless the completion date of the contract is within two months.

#### **TRAINEES**

The Contractor either directly, or through its supply chain, for each £500K of contract labour value, provides 8 person weeks of work placement for Training for Success (TFS) trainees through the Department for Employment and Learning (DEL) contracted training suppliers or equivalent.

The *Contractor* is required to liaise with Belfast City Council, DEL and/or any organisations identified by Council to promote placement opportunities and to arrange TFS placements.

In the event that a TFS trainee commences the work placement, but withdraws or is removed from the placement before the required number of weeks has been completed, the Contractor arranges for a replacement TFS trainee unless the total number of personweek placements yet to be delivered under the contract is less than 2 weeks.

The Contractor provides the TFS trainee in conjunction with their training supplier with relevant work experience, training and development which will enhance their opportunities for future employment.

The Contractor provides:-

 an update at monthly intervals on the number of TFS participant weeks actually delivered using Table D within the Contractor's Sustainability Project Report.

Equality of Opportunity

To promote equality in the workplace

- The Contractor shall 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 1998, 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 shall 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 shall 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 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 requirements are contained within Works Information Volume 3B - "Safety, Health and Welfare"

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.

Failure to deliver opportunities for the unemployed, apprentices, students AND TRAINEES If the Contractor fails to deliver the opportunities for the unemployed, apprentices, students and trainees set out in the Works Information this will be defined as unsatisfactory performance and may result in the issue of a 'Certificate of Unsatisfactory Performance 
Failure to comply under this clause shall constitute an incidence of unsatisfactory performance under Z Clause 32.1.

EMPLOYER'S ENVIRONMENTAL REQUIREMENTS

Design Quality

To promote Design Quality

Comment [c1]:

 The Contractor and supply chain develop designs that are consistent with any Council requirements, and Central Government policy on Architecture and the Built Environment for Northern Ireland & 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 shall 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.

#### REDUCTION IN ENERGY, WATER CONSUMPTION AND CARBON EMISSIONS

NOT USED

#### WASTE MINIMISATION AND MANAGEMENT

- The Contractor is required to implement where possible cost-effective methods of good practice waste minimisation during the design of the project and thereafter during construction. As a minimum, the Contractor should:
  - Identify appropriate methods of waste minimisation in design before detailed design commences and report to the *Project Manager* on the economic and practical implications of adopting these methods during the development of the design.
  - Agree with the *Project Manager* which methods of waste minimisation to implement at the appropriate design stage and demonstrate how the methods have been incorporated into the design.
  - Include a list of measures within the Site Waste Management Plan to minimise waste from on-site operations (for example, damage, theft etc) and demonstrate how these measures have been implemented.
  - The Site Waste Management Plan is to be implemented in all construction site activities in line with good practice published by Waste & Resources Action Programme (WRAP). The Plan is required to set a target for waste reduction and recovery. It is expected that this target will be set to better the current waste bench mark for project type as published in:www.smartwaste.co.uk/benchmarking.jsp

unless otherwise agreed with the *Employer*.

- The Contractor is also required to meet specified minimum waste recovery rates for the waste streams with the largest cost-effective recovery potential (to be known as 'selected Quick Wins'). The Contractor is required to identify and agree with the Project Manager/Employer's Agent the key opportunities for Quick Wins on the project and set minimum recovery rates to be achieved. Specifically, the Contractor's responsibility (in association with his trade sub-Contractors and waste management Contractors where appropriate) shall be to:-
  - Identify, and continually review as the pre-construction design develops, the
    waste streams with the largest potential and estimate likely recovery rates to be
    adopted for the project: Agree with the *Project Manager/Employer*'s Agent
    before the commencement of construction those waste streams that will provide
    the most significant opportunities for cost-effective recovery (to be known as
    'selected Quick Wins') and the minimum recovery rates to be adopted for the
    project;
  - Meet the agreed minimum recovery rates for the selected Quick Wins unless otherwise agreed in writing by the Client:
  - Measure waste arising during the works and compare with the minimum recovery rates set for the project and then report these findings to the Project Manager (in a form to be agreed) every four weeks at project meetings including the measures to be implemented to meet the minimum recovery rates if actual recovery is below target; and
  - Appoint trade sub-contractors and waste management *Contractors* with the same liability as under the *Employer's* Requirements to meet minimum recovery rates (where applicable) and to support the *Contractor* to measure, monitor and report actual waste during the *works*.
- To assist the effective delivery of the above requirements, the Contractor should develop and implement a Site Waste Management Plan (SWMP) to achieve good practice waste management on the project. Specific Contractor responsibilities will be to:-
  - Provide and agree a methodology with the *Project Manager* before detailed design commences regarding how the SWMP will be developed and implemented with specific reference to the constraints of the project, the management of these constraints, their supply chain, programme of key steps and reviewing performance. This should take into account good practice guidance published by WRAP and other organisations.
  - Develop the SWMP as the design progresses in accordance with the agreed methodology for completion prior to construction commencing. A copy of the completed SWMP should be provided to the *Employer*'s Agent prior to construction commencing;
  - Implement the SWMP during construction in accordance with the agreed methodology; and

- Ensure compliance of all appointed trade sub-contractors and waste management *Contractors* with the legal requirements under the Duty of Care regulations and take all reasonable actions as appropriate for non-compliance.
- For some approved uses of greenfield soil as outlined in NIEA's Regulatory
  Position Statement 'Guidance on the Regulation of Greenfield Soil in
  Construction and Development' such as road and verge construction,
  landscaping and sustainable drainage systems, waste controls may not be
  applied. However, in order to benefit from the regulatory position, the producer
  or receiver of the soil must:-
- Complete and sign the declaration form at Appendix 2 of the Regulatory Position Statement or
   Submit a declaration form on line at <a href="https://www.ni-environment.gov.uk/apply\_online.htm">www.ni-environment.gov.uk/apply\_online.htm</a>

Appointment of sub-contractors & their waste management responsibilities

The *Contractor* is to include an appropriate clause from option A. B. C or D in all subcontracts / work packages as follows:

## Option A – Subcontractor/s working on site – producing & arranging waste removal from site

- The subcontractors are responsible for the removal and management of their own waste and will collect, store, segregate and dispose of all waste materials in accordance with industry best practice and current legislation. The sub-contractor/s will co-operate with the *Contractor*'s Project/Site Management with this respect.
- The subcontractor shall retain full responsibility for the waste generated by the subcontract works until it is properly transported to and disposed at a suitable and correctly licensed waste management facility. Trade Contractors are to ensure that all waste carriers and disposal sites hold current and valid licences (or exemption certificates) for the type of waste being disposed of.
- Trade contractors are to ensure that all documentation (transfer notes, consignment notes, hazardous waste consignment notes etc) is correctly completed and retained on file for the appropriate time (i.e. 2 years for transfer notes and 3 years for consignment notes for hazardous/special waste/paint).
- Trade Contractors are to provide the Contractor with copies of the following for all waste leaving the site:
  - Waste Carriers Licences;
  - Waste Management Licences;
  - Waste Exemption Certificates;
  - Waste Transfer Notes; and
  - Hazardous Waste Consignment Notes.
- Trade Contractors are to ensure that a full set of documentation is handed over to the *Contractor* at the end of the contract period. This should include all waste consignment paperwork on a monthly basis.

- Trade Contractors are to provide monthly figures of all waste removed from site to the Contractor. Data provided must include the following information:
  - Type of waste material;
  - Total quantity of waste material types by volume (cubic m) and/or weight (tonnes);
  - The waste management option for each waste material type (e.g. landfill, reuse, recycling);
  - The percentage of each waste material type that is recycled or reused; and
  - Data should be provided in the standard format, provided by the *Contractor*.
- The invoices for waste removed from site should not be paid unless written
  evidence is provided to the *Contractor* that the waste has been disposed of at, or
  taken to an approved site by an approved Waste Carrier. These records will be
  audited.

## Option B - Sub-contractors not removing their own waste

- A designated Waste Management Contractor will be appointed by the Contractor or alternatively the Contractor will make suitable arrangements for the removal and disposal of waste.
- Trade Contractors are required to comply with the appointed Waste Management Contractor or the Contractor for all waste management services relating to waste produced on site.
- Employment of Waste Contractor or Waste Broker/Waste Carrier or Waste Management Faculty.

## Option C – Employment of Waste Management Contractor by the Contractor

The key responsibilities of the Waste Manager/Waste Management Contractors are as follows:

- Compliance with environmental legislation in relation to waste management, including compliance with the Duty of Care and the requirements of the Waste & Contaminated Land (NI) Order 1997 and related legislation;
- Monitor Trade Contractors compliance with the Site Waste Management Plan;
- Management of all waste on site, in terms of segregation, storage, movement of waste around the site;
- Ensure a clean and tidy site at all times, in terms of waste;
- Following up incidents of 'orphaned' waste;
- Managing the distribution, location and condition of waste containers around the site;
- Arrangements for the transfer of waste for treatment, recycling or disposal;
- Maintenance of accurate records (Waste Transfer Notes, Special Waste Consignment Notes, copies of Waste Carriers Licences, Waste Management Licences and Exemption details);
- Monitoring and monthly reporting to the Contractor accurate information on the quantities of waste recycled, reused and land-filled for each material type to assess performance against agreed waste recycling targets;
- Compiling data relative to Key Performance Indicators;

- Supervision and management of the wheel wash location adjacent to the Waste Compound;
- Liaising with the Contractor to ensure vehicle movements and deliveries are planned;
- Arrange collection and delivery of skips;
- Propose improvements to increase recycling/reuse of waste or improve management of waste on site;
- Attend weekly meetings with the Contractor, agree agenda and make and distribute a record of each meeting and action points to an agreed Template; and
- Management of other personnel under his direction.

## Reporting and Documentation

The Waste Manager shall retain (and keep up to date) the following information:

- Waste Transfer Notes and Special Waste Consignment Notes:
- Copies of the Carriers Licence for all carriers used;
- Copies of the Waste Management Licences (or exemptions) for all destinations of waste;
- A register of containers logged to each trade Contractor; and
- Quantities (weight and volume) of waste produced.

The Waste Manager shall supply the following information to the *Contractor* on a monthly basis:

- The quantity (weight and volume) of waste produced for each waste type together with the destination of that waste (reused, recycled, landfilled etc.) for each trade contractor and for the site as a whole;
- Details of abandoned or damaged waste containers; and
- Recommendations for improved waste management/minimisation

## Option D - Requirements for Waste Broker or Waste Carriers and Waste Management Facility if appointed by the *Contractor*

- The waste brokers/carrier and waste management facility shall provide copies of:
  - Waste Carriers Licence; and
  - All the Waste Management Facility Licences, where the waste is to be disposed of.
- Licences shall be submitted to site prior to any materials being removed from site.
- Subcontractors will ensure compliance with environmental legislation in relation to waste management, including compliance with the Duty of Care and the requirements of the Waste & Contaminated Land (NI) Order 1997 and related legislation.
- Completed copies of Waste Transfer Notes or Hazardous Waste Consignment Notes signed by the Waste Management Site shall be submitted with the invoice or other evidence provided that the waste has been taken to a licensed Waste Management Site.

## Waste Reporting

 Subcontractors are to provide monthly figures of all waste removed from site to the Contractor. Data must include the following information:

- Type of waste material;
- Total quantity of waste material types by volume (cubic m) and/or weight (tonnes);
- The waste management option for each waste material type (e.g. landfill, reuse, recycling); and
- The percentage of each waste material type that is recycled or reused.

#### RECYCLING AND REUSE OF CONSTRUCTION MATERIALS

As a minimum outcome, at least 10% [or as otherwise stated in A06/210] of the total value of materials used in the construction project derives from recycled and re-used content in the products and materials selected. (\* see below) The *Contractor* must also demonstrate that the most cost effective cost-neutral opportunities to increase the value of materials deriving from recycled and re-used content (i.e. the relevant Quick Wins) have been identified and implemented, and that targeted improvements made in the total recycled content above "baseline practice" for the project have been quantified.

Tools and resources for evaluating recycled content and identifying Quick Wins with minimum effort are available from <a href="https://www.wrap.org.uk/construction">www.wrap.org.uk/construction</a>

Wherever technically and commercially feasible, the *Contractor's* specification should require the use of products with recycled content that equals or exceeds the 'good' practice performance for that component.

Where the *Contractor* considers that the use of materials with higher recycled content for identified Quick Wins may be unachievable or that there is an additional cost in meeting this level, the *Contractor* must contact the *Project Manager* during the design development period with supporting information which states:-

- Identified Quick Wins (e.g. as indicated by the WRAP tools)
- The reasons for selecting not all of the identified Quick Wins or for pursuing levels
  of recycled content value below "good practice" for the identified Quick Wins,
  identifying cost, programme and / or quality issues resulting in this decision.

The *Contractor* must identify the minimum value for the recycled content in each of the selected Quick Wins. The *Contractor* must ensure that all corresponding materials achieve the required recycled content value, and retain evidence of their use through the collation of invoices and manufacturers' data. This information is to be made available to the *Project Manager* within five working days upon request.

At the end of the project, the *Contractor* must report to the Sustainability Auditor (or *Project Manager*, if designated) the improvement made in the total recycled content above "baseline practice" for the project and the estimated outcome for total recycled content by value.

The value of materials deriving from recycled content on a project may be calculated using the following summation across all the products and materials used: (quantity of product A) x (cost of product A) x (% recycled content by mass of product A)

\*Recycled content is the proportion, by mass, of recycled materials in a product, excluding

waste material (such as process scrap) reutilised within the same process that generated it - see ISO14021 for a formal definition. Where a product or material is reused (e.g. is removed and replaced or moved to another location), then it is credited at 100% reused content by value. The cost of a product is the unit delivered price for the materials, excluding installation costs.

The *Contractor* is to calculate and report the recycled content as an environmental Key Performance Indicator.

#### **BUILDING MATERIALS/CONSTRUCTION PRODUCTS**

Exclusion of certain materials

The *Contractor* shall ensure and declare that the following materials/substances will not be used in the building:

- Products which contain hydrofluorocarbons (HFCs)
- Products which contain sulphurhexafluoride (SF6)
- Indoor paints and varnishes with a content of solvents (volatile organic compounds (VOCs) with a boiling point of 250oC maximum) higher than:
- for wall paints (according to EN 13300): 30g/l (minus water).
- for other paints with a spreading rate of at least 15 m<sup>2</sup>/l at a hiding power of 98% opacity: 250 g/l (minus water).
- for all other products (including paints that are not wall paints and that have a spreading rate of less than 15 m<sup>2</sup>/l, varnishes, wood stains, floor coatings and floor paints, and related products): 180g/l (minus water).

*Volatile Organic Compounds (VOC)* 

The VOC emissions from the building products used must not exceed the respective values outlined in the European standard for the determination of emissions from building products EN ISO 16000-9 to -11 (see: <a href="https://www.iso.org">www.iso.org</a>), or equivalent.

#### **ENVIRONMENTAL ASSESSMENT**

The *Contractor* and supply chain shall work to achieve a BREEAM rating of "Excellent" for this new build project.

The *Contractor* is to Construct the *works* in accordance with the BREEAM rating achieved during the Design Stage and obtain from the BREEAM assessor/authority a certificate certifying the *works*, as built, comply with the design intent and BREEAM Rating achieved at Design Stage.

## **Contractor's Sustainability PROJECT Report**

The Contractor submits to the Project Manager:-

- within two weeks of the starting date, a report on the delivery of sustainability requirements under the contract. The Contractor's Sustainability Project Report shall be in the format set out in the Works Information;
- a monthly update on the delivery of sustainability requirements under the contract using the Contractor's Sustainability Project Report.

The *Contractor* adds to the Sustainability Project Report as the project progresses and submits to the Project Manager a final Sustainability Project Report by the Completion Date as evidence that the requirements set out in the Works Information have been complied with.

## **APPENDIX C (ii)**

### SUMMARY OF CLAUSES ALREADY IN PLACE IN COUNCIL CONTRACTS

- 1. 48 person-weeks of work experience, or employment opportunities, for the unemployed through a Department for Employment and Learning (DEL) approved scheme or equivalent. In the event that a participant commences the employment opportunity, but withdraws or is removed before the completion date of the contract, the contractor shall arrange for a suitable replacement employee from the designated sector unless the completion date of the contract is within 2 months.
- 2. 40 person weeks, employment opportunity for a student undertaking a University or College of Further and Higher Education environmental management or business related course.