

Winterstoke Road Bridge Replacement

Scope Volume 2:

Stage 2 Detailed Design and Construction

North Somerset Council

July 2020

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1. Introduction

1.1. Defined terms/ acronyms

Any words or phrases which appear in a capitalised and/or italics form in this Scope shall have the same meaning as that given in

1. the ECC Contract; and
2. the Preamble

both of which are defined in the table below.

This Scope contains reference to a number of defined terms/acronyms which are listed below:

PSC Contract	The <i>conditions of contract</i> are the core clauses and the clauses for main Option C and secondary Options X2, X4, X9, X11, X13, Y(UK)2, Y(UK)3 and Z of the NEC4 Professional Service Contract (June 2017) (including NEC4 January 2019 amendments), as supplemented and amended by the <i>additional conditions of contract</i>
ECC Contract	The <i>conditions of contract</i> are the core clauses and the clauses for main Option C and secondary Options X2, X4, X5, X7, X9, X13, X15, X16, Y(UK)2, Y(UK)3 and Z of the NEC4 Engineering and Construction Contract (June 2017) (including NEC4 January 2019 amendments), as supplemented and amended by the <i>additional conditions of contract</i>
Preamble	Document entitled “Winterstoke Road Bridge Replacement Scope Preamble” document reference 5191106/scopeP
“Project” or “Scheme”	The delivery of a new road over rail bridge at Winterstoke Road, providing continuity of road, cycle and footway network within the emerging Winterstoke Village development, within cost, quality and programme targets as further described in the Preamble.
Volume 1 Scope	The Scope for the PSC Contract
Specification for Highway Works	SHWs
PDM	Programme Delivery Manual
Road Safety Audits	RSAs

This Scope should be read in conjunction with the Preamble.

2. Description of the *works* and document interpretation

2.1. Project Objectives

The overall objective of the Project is the delivery of a new road over rail bridge at Winterstoke Road, providing continuity of road, cycle and footway network within the emerging Winterstoke Village development, within cost, quality and programme targets. The specific objectives of Stage 2 Project are the:

- production of a detailed design; and
- the construction of a new bridge.

From a benefits perspective the Scheme is to deliver:

- A new bridge and highway that will be fit for purpose and safe for all road users.
- A cost effective, strategic solution to several existing maintenance and network resilience issues.
- Greater Strategic Road Network (SRN) resilience
- Greater rail resilience and removal of ongoing maintenance and access booking issues
- Greater accessibility and economic activity for local communities and businesses.
- Demonstrable application of Whole Life Costing and Asset Management principles.
- Reduced journey times and vehicle operating costs (no need to undertake long diversion when routine maintenance occurs/if weight restrictions or closures are put in place) with air quality, carbon reduction and environmental benefits.
- Improved walking and cycling facilities linking with existing facilities on Winterstoke Road and Broadway.
- Improved safety due to less traffic in the centre of Weston-super-Mare, particularly when the diversion route for the M5 is implemented.
- Enhanced access for tourists helping to drive tourism economy and further increase attractiveness of Weston-super-Mare as a key tourist destination in the area.

2.2. General Description of the *works*

The *works* are the construction of a road over rail bridge at Winterstoke Road, to include detailed design and construction. The *Contractor* shall design, carry out and complete the construction of the *works* in conformity with the *Client's* obligations under the 'Third Party Agreements' set out in the ECC Contract.

2.3. Document interpretation

As set out in the ECC Contract, in this Scope, except where the context shows otherwise:

- words in the singular also mean in the plural and the other way round,
- words in the masculine also mean in the feminine and neuter and the other way round,
- references to a document include any revision made to it in accordance with the *conditions of contract* and *additional conditions of contract*,
- references to a statute or statutory instrument or other subordinate legislation is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and includes corresponding legislation in any other relevant part of the United Kingdom and any code of practice made under it; and
- references to a standard include any current relevant standard that replaces it.

3. General constraints on how the *Contractor* Provides the Works

3.1. Disclosure

Except with the prior written consent of the *Client*, the *Contractor* shall not make any press announcement or publicise anything in connection with this Project, and shall also ensure the observance of the provisions of this clause by all relevant subcontractors' agents and employees.

The *Contractor's* attention is also drawn to Clauses Z1 and Z15 of the ECC Contract.

3.2. Security and protection of the Site

The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the *Project Manager*.

The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

3.3. Security and identification of people

Employees of the *Contractor* and its Subcontractors are to carry a *Client's* pass whilst they are on the parts of the Site identified in the Contract Data.

The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. The *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the person no longer requires access to that part of the Site or after the *Project Manager* has given notice that the person is not to be admitted to the Site.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

3.4. Engineering requirements

The *Contractor's* design for the new structure is to be developed based on a single span bridge without intermediate supports, and with abutments fully within the boundaries of the existing highway embankment. The design should aim to minimise whole-life maintenance requirements of the structure and, insofar as practicable, access for future maintenance and inspection of the abutments and bearings (if existing) should be possible from carriageway level.

The fabrication and erection of steelwork shall be carried out by a steelwork contractor listed in the Register of Qualified Steelwork Contractors for Bridgework for the type and value of the work to be undertaken or equivalent with NHSS 20, the National Highway Sector Scheme document for the Execution of Steelwork in Transportation Infrastructure Assets Highway Sector Scheme No. 20 certification. This requirement may also be satisfied, if necessary, by registration and audit under an approved equivalent registration scheme

from another member state of the European Union provided that the Scheme ensures corresponding levels of safety, suitability etc.

Any existing road pavement to be retained shall be assessed and strengthened if necessary to give 20 years residual life after opening of the *works*.

The *Contractor* shall upgrade the finishes of any existing structures incorporated in the *works* to match the finish of the new structures. Where an existing structure shall be abandoned or made redundant within the Site it shall be demolished and removed by the *Contractor* to a minimum of 1 metre below finished ground level

In all circumstances relating to assessments and resulting work on existing structures, the *Contractor* shall accept responsibility for the assessments and decisions taken based on inspection reports and other information and for the design of the *work*.

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and *works* are known]

3.5. Protection of the works

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and *works* are known]

3.6. Cleanliness of roads

The *Contractor* must:

- do everything possible to prevent mud being deposited on the road. This includes cleaning mud from vehicles, as far as practicable, before they are taken onto the road.
- use an authorised slippery road sign. The recommended sign shows the 'Slippery Road' triangle with 'Mud on Road' sub plate. If appropriate, the 'Men at Work' sign should be used. Signs must be at least 750mm.
- make sure signs are positioned to give maximum visibility and warning to other road users.
- clean the road as necessary during the working day and always at the end of the working day.
- ensure that labour and equipment is available and is suitable for the soil and weather conditions present.
- where a Subcontractor is used, ensure that prior agreement is reached on who is responsible for mud on road issues (signage, cleaning, etc.) and ensure that adequate public liability insurance is in place.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads etc. are known]

3.7. Traffic management

Within two weeks of award of contract the *Contractor* shall arrange a Traffic Management meeting with representatives from:

- the *Contractor*;
- the *Project Manager*; and
- the *Client* and the Highways Authority

During the contract period up to completion of the whole of the *works* the *Contractor* shall convene regular Traffic Management meetings to discuss the *Contractor's* traffic management proposals. The meetings will be

chaired by the *Project Manager* and minutes, taken by the *Contractor*, will be circulated for comments and issued within 2 weeks of such meetings.

The *Contractor* must note that applications for temporary traffic orders must be fully detailed and submitted in good time for approval by the Highways Authority. The *Contractor* should seek advice from the *Project Manager* as to the length of notice that the Highway Authority requires to process such orders, so that sufficient time is allowed in its programme.

3.8. Condition survey

The *Contractor* shall assess the need to undertake pre-construction condition surveys of properties that may be sensitive to the effects of vibration or other ground movement from planned construction activities. The *Contractor* shall prepare a report on the assessment of properties that could be affected by vibration or other ground movement based on its proposed method of construction.

The *Contractor* shall employ the services of a qualified, independent building surveyor to undertake on behalf of the *Client*, prior to commencement of construction, building condition surveys of the properties identified in the survey report.

The *Contractor* shall make all arrangements for the surveys and access to the property. The surveys shall only be undertaken with the owner's permission and shall be made jointly with the owner and/or their representative and the *Project Manager*. The *Project Manager* shall be given at least seven days' notice of the date agreed with the owner for the survey. If the property owner wishes to employ an agent to represent them in this matter the *Contractor* shall meet the reasonable fee of that agent.

The surveys shall record and report on the condition of the properties including the description of any cracks, settlement and other faults which are evident on the inside and outside of the property. Schedules of these conditions shall be prepared together with photographs.

Liability for mitigating and / or compensating property owners for the effects of any damage, loss or disturbance caused to property by the effects of vibration, debris, settlement or other ground movement resulting from the Scheme works, shall rest with the *Contractor*, unless agreed with the *Project Manager* that the defects were an unavoidable consequence of the works.

The *Contractor* shall meet all costs associated with these condition surveys and any post-construction surveys necessary to determine liability for damage and disturbance claims.

In the event that piling works (or any other type of works likely to give rise to vibrations) will be undertaken the *Contractor* shall liaise with Network Rail to ascertain the need for monitoring of the track and ballast bed or agreed method statements.

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and works are known]

3.9. Consideration of Others – avoiding disturbances in the locality of the works etc.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads etc. are known]

3.10. Control of works

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads etc. are known]

3.11. Waste materials – disposal of material and recycling requirements

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads etc. are known]

3.12. Street Lighting

The *Client* will require the *Contractor* to provide a street lighting system for roads, verges, paths, cycle tracks, parking areas and all areas to be adopted as highway maintained at the public expense.

Every installation of highway lighting and traffic management equipment must be installed in every instance to the *Client's* approval.

All proposals must be submitted to the *Client's* Lighting Engineer for design and specification approval before works start on Site.

It is important that the equipment used on the development is compatible with the equipment installed throughout the District to enable easy and economical maintenance, details of which will be provided by the Lighting Engineer.

Refer to the Councils Street Lighting Design Guide for further details, which is attached to the Stage 1 PSC Scope.

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and *works* are known]

3.13. Road Works Co-ordination

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and *works* are known. Section to be completed with input from the Highway Authority]

3.14. NSC events

Information regarding events in and around North Somerset during the year can be found here: <https://www.n-somerset.gov.uk/my-services/leisure/events/whats-on/whats-on/>.

The *Contractor* will liaise with the *Service Manager* and the *Client* as regards the potential impact of these events on the Project.

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and *works* are known – embargos are to be set out and be dealt with in both the Prices and programme immediately prior to signature of the Stage 2 contract]

3.15. Working Hours

The normal working hours within the Site shall be 08:00 to 18:00 Monday to Friday and 08:00 to 13:00 Saturdays, with no work permitted on Sundays or Bank Holidays. Where work outside these hours is required to comply with Network Rail requirements, traffic management restrictions or agreements with affected businesses or properties, the *Contractor* shall submit the following information as part of the Construction Environmental Management Plan (CEMP) and prior to working outside the normal working hours:

- i. The proposed times of working outside the normal hours,
- ii. Method statements detailing how noise and vibration will be controlled,
- iii. Details of consultation undertaken by the *Contractor* with effected residents; and

Confirmation of agreement with the Local Planning Authority (LPA) officers that the proposed mitigation measures are satisfactory.

3.16. Bank Holidays

Period	Days	TM removed by	TM embargo to
Easter	Good Friday to Easter Monday	06:00 Thursday	00:01 Tuesday
Early May bank holiday	Friday to Monday	06:00 Friday	00:01 Tuesday
Spring bank holiday	Friday to Monday	06:00 Friday	00:01 Tuesday
Summer bank holiday	Friday to Monday	06:00 Friday	00:01 Tuesday
Christmas/New Year	Christmas Day, Boxing Day and New Years Day	06:00 23 rd December	00:01 2 nd January

[Section to be finalised prior to the commencements of Stage 2, once further information regarding the Site and *works* are known – working hours are to be set out and be dealt with in both the Prices and programme immediately prior to signature of the Stage 2 contract]

3.17. Data management

The following terms used in this section of the Scope have the definitions given to them in the General Data Protection Regulation (EU) 2016/679 (GDPR).

- (1) The Data is personal data.
- (2) The *Client* is the controller.
- (3) The *Contractor* is the processor.

The *Contractor* processes the Data only in accordance with the Scope and in compliance with the requirements of the GDPR.

The *Contractor* obtains written commitments to confidentiality from persons authorised to process the Data and requires them not to process the Data except in accordance with the Scope.

The *Contractor* implements technical and organisational measures to maintain a level of security of the Data appropriate to the risk presented by processing.

The *Contractor* includes in any subcontract which involves the processing of Data the same requirements for Data processing to those in this contract. Further sub subcontracting which involves the processing of Data is not made without the agreement of the *Project Manager*.

The *Contractor* assists the *Client* by appropriate technical and organisational measures for the fulfilment of the *Client's* obligation under the GDPR.

In accordance with the instruction of the *Project Manager*, the *Contractor* deletes or returns the Data to the *Client* before the *defects date*.

The *Contractor* makes available to the *Project Manager* information necessary to demonstrate compliance with the requirements for processing the Data.

The *Contractor* assists in audits, including inspections, conducted by or on behalf of the *Client*.

The *Contractor* immediately informs the *Service Manager* if it believes that an instruction infringes the GDPR or data protection provisions of a Member of the European Union.

If instructed by the *Service Manager*, the *Contractor* assists the *Client* to ensure compliance with its obligations under the GDPR.

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4. Contractor's design

4.1. Design Responsibility

As set out in the ECC Contract, the *Contractor* is responsible for designing the whole of the *works*. The *Contractor* accepts the entire responsibility for:

- the selection and standards of all materials, goods and workmanship;
- the design of the *works* including (without limitation)
 - all and any design and other work undertaken in relation to the *works* before the Contract Date whether such work was undertaken by or on behalf of the *Contractor* or by or on behalf of the *Client* including all design work prepared by the *Consultant* in the Stage 1 PSC Contract
 - all and any design and other work undertaken in relation to the *works* after the Contract Date by or on behalf of the *Contractor*, and all such design and other work shall be treated for all purposes of this contract as undertaken by the *Contractor*.

The *Contractor* also warrants that the design of the *works* is not impossible or illegal.

4.1.1. Detailed Design

The detailed design shall be based upon the *Contractor's* preliminary design submissions from Stage 1 of the Project produced under the PSC Contract. The detailed design submission shall be sufficiently detailed to demonstrate compliance with the relevant codes and standards and enable the *works* to be constructed in accordance with the following

1. the ECC Contract
2. this Scope (i.e. Scope Volume 2)
3. Volume 1 Scope; and
4. the Preamble.

The *Contractor's* detailed design submissions shall without limitation include the following:

- The *Contractor's* detailed design proposals, including the *Contractor's* environmental design and all relevant drawings, schedules and specifications.
- Completed Numbered Appendices for the Specification.
- A programme for design and construction of the *works*.
- Completed Design and Construction Certificates
- Proposals for the Stage 2, Stage 3 and Stage 4 Safety Audits
- A Construction Quality Plan.
- A Construction Health & Safety Plan.
- Environmental licences and consents (if required).

4.1.2. Engineering Design Requirements

The *Contractor* shall produce and submit to the *Project Manager* for review, all necessary Numbered Appendices required to complete the design specification as required by the SHW and any other he considers necessary to ensure its design and specification requirements are met.

If the *Contractor's* requirements are at variance with the *Client's* requirements, as stated in this Scope or Volume 1 Scope, the *Contractor* shall inform the *Project Manager* and seek a resolution.

The *Contractor* shall describe, as part of its submission(s) how integration between engineering, environmental and carbon aspects of the design will be carried into the construction process and monitored effectively.

4.1.3. Road Safety Audit

RSAs shall be carried out in accordance with GG 119 (Road safety audit). RSA 2 and 3 are to be carried out as part of this Stage 2 Scope. Stage 1 RSA was carried out during Stage 1 of the Project.

The *Contractor* shall implement all recommendations of the RSA team unless an exception is granted by the *Client*.

4.2. Design submission, deliverables, procedures and acceptance criteria

4.2.1. Submission of Deliverables

A programme for submission shall be agreed with the *Project Manager* by the *Contractor*. All reports shall be submitted in draft and final format. The *Contractor* shall allow the following periods for review by the *Client* / *Project Manager* in its programme:

	Draft	Final
Reports/deliverables	3 weeks	1 weeks
Geotechnical deliverables	3 weeks	1 weeks
Environmental deliverables*	6 weeks	3 weeks
Departures from Standards	6 weeks	2 weeks
Design Options Report	6 weeks	2 weeks

* Environmental deliverables, if relevant, are draft documents that have been submitted to the statutory environmental bodies for comment and have taken their proposed changes/comments into account.

4.2.2. Submission Formats

All reports shall be submitted in a format to be agreed with the *Project Manager*. The front cover of all reports and any separate appendices shall contain the *Client's* name, the Project Name, Report Title, Reference Number and Revision and the Date of Issue.

Copies of submissions, drawings and reports shall be provided in an agreed digital format to suit the *Client*. Reports and drawings are to be prepared using software to be agreed with the *Project Manager*.

4.3. Design approvals from Others

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads, Network Rail requirements etc. are known]

4.4. Specific *Client's* requirements

The *Contractor* shall deliver on the benefits set out elsewhere in the Scope.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads, Network Rail requirements etc. are known]

4.5. Design co-ordination and Certification

The *Contractor* shall submit to the *Project Manager* confirmation, through self- certification, that the design complies with all proposed methodology, relevant standards/advice notes/guidance documents and so on set out in the ECC Contract, Stage 1 Scope and this Stage 2 Scope.

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads, Network Rail requirements etc. are known]

4.6. Requirements of Others

[To be completed prior to the commencements of Stage 2, once further information regarding the Site, access roads, Network Rail requirements etc. are known]

4.7. As Built Drawings

The *Contractor* shall provide As Built Drawings and records for the *works* in accordance with the requirements of the *Project Manager*. As a minimum these records will comply with DMRB CG 302.

4.8. Waste and Material Resources

The *Contractor* shall:

- Implement a Site Waste Management Plan that not only meets any minimum regulatory requirements, but exceeds these requirements by setting project- specific targets for waste reduction and recovery and measuring performance.
- Implement a Materials Management Plan which shall cover the use of materials on the site and set out the quantities and destination of all materials arising as a result of the *works*.
- Measure and report progress against the targets and requirements for waste and materials resources in a format to be agreed with the *Project Manager*
- Report performance for construction, demolition and excavation waste streams separately

The *Contractor* shall ensure that any waste produced is handled safely and within the law, to ensure that:

- Waste is not illegally disposed of or dealt with without a license or in breach of a license or in a way that causes pollution or harm.
- Waste does not escape from a person's control.
- Waste is transferred only to an authorised person such as a local authority, a registered carrier or a licensed disposer.

The *Contractor* shall be responsible for checking that any company removing waste from the Site is a registered waste carrier, and that they take the waste to a registered waste management site.

The *Contractor* shall ensure that every load of waste that leaves the site must be accompanied by a waste transfer note. This provides an accurate description of the waste to enable it to be treated safely. The *Contractor* shall keep copies of all waste transfer notes for at least two years.

5. Statutory Authorities

5.1. Accommodating the works

As per the definition of Others set out in the ECC Contract Statutory Authorities do not constitute 'Others. All statutory authority work necessary to accommodate the *works* including plant protection and diversions shall be identified by the *Contractor* in a 'Statutory Authorities Works Report', which the *Contractor* is to compile. Where early ordering of materials or diversions is required, in order to meet the *Contractor's* programme, these works should be identified early by the *Contractor* so that the *Client* can place the order.

5.2. Placing of Orders

The *Client*, as the *Contractor's* principal, will order and pay the Statutory Authorities directly for work to be carried out by the Statutory Authorities. All Statutory Authorities' works will be ordered in advance by the *Client* under the New Road and Street Works Act 1991.

The *Contractor* shall provide all information required by the *Client* to enable the *Client* to place the official order with the Statutory Authorities for the works required by the *Contractor*. This shall include copies of relevant correspondence and estimates provided by the statutory authority, in accordance with the New Roads and Street Works Act 1991 and the relevant Code of Practice. The *Contractor* shall allow 4 weeks after receipt of the *Contractor's* request in writing for the *Client* to place an order with a statutory authority.

5.3. Statutory Authorities— miscellaneous matters

The *Contractor* shall co-operate fully with any necessary audits of statutory authorities' invoices required by the *Client*.

The *Contractor* shall take account of all environmental aspects and subsequent highway maintenance in developing their detailed proposals for necessary diversion works (or any other statutory authority works).

The *Contractor* shall co-ordinate and programme the statutory authorities' work. The *Contractor* shall be responsible for determining the commencing levels required for the diversion, site clearance requirements, setting out requirements and access requirements.

The *Contractor* shall be responsible for carrying out excavation/ backfilling trenches and installing service duct routes for the statutory authorities' works ("Attendance Work").

In no way is the *Contractor* entitled to any time consequence as a result of any delay by Statutory Authorities activities on the *works*. The *Contractor* is expected to accommodate the activity of all Statutory Authorities in both its programme and the Prices.

For the avoidance of all doubt, the *Contractor* is not entitled to any

- costs over and above the cost of Attendance Work, or
- time relating to any resources that become idle owing to the activities of statutory authorities, no matter how that idleness may arise.

6. Completion

6.1. Completion definition

Completion shall be defined as set out in the ECC Contract.

6.2. Highway Maintenance

On the *defects date* the responsibility for highway maintenance will transfer to the *Client*.

Not less than 3 months prior to the *defects date*, the *Contractor* shall agree a handover programme for highway maintenance duties with the *Client*. In the event that the relevant *Client* is unable to accept handover of particular maintenance tasks the *Contractor* shall remain responsible for the task until agreement can be secured or the *Client* releases the *Contractor* from responsibility for maintenance.

Prior to Completion the *Contractor* shall notify all relevant stakeholders, organise and facilitate a Pre-Opening Inspection (POI) in accordance with DMRB CS 450.

Prior to the end of the *defects correction period* the *Contractor* shall notify all relevant stakeholders, and organize and facilitate a Defects Liability Inspection (DLI) in accordance with DMRB CS 450

6.3. Pre-Completion arrangements

Before any part of the *works* are occupied or used by the *Client*, the following 'Taking Over Procedures' shall be followed and carried out by the *Contractor*:

- The *Contractor* shall carry out an inspection of the structure as set out above.
- The *Contractor* shall carry out any work resulting from the above inspections and notified to it in writing by the *Supervisor* before opening the works to traffic unless otherwise agreed with the *Client*;
- The *Contractor* shall agree with the *Client*, and the *Project Manager* the records required for take over. These records shall be provided to the *Project Manager*.

7. Programme

7.1. Programme requirements

The table below contains the *Client's* programme requirements for Stage 2. It identifies the main submission events and the number of weeks after ECC Contract Award when they are expected. As in Stage 1 the programme shall be prepared using Microsoft Project or equivalent as agreed with the *Project Manager*.

7.1.1.

Event	Time in Weeks after ECC Contract Award
Commence Detailed Design	On <i>Client's</i> instruction
Submission of programme	2 weeks after commencement of Detailed Design Phase
Submission of Statutory Authorities' Works Report	4 weeks after commencement of Detailed Design Phase
Placing orders for Statutory Authorities' diversion works (if required)	In accordance with <i>Contractor's</i> programme
Submission of Construction Quality Plan	4 weeks prior to start on Site
Submission of Health and Safety Plan	4 weeks prior to start on Site
CEMP (update of Pre-CEMP)	4 weeks prior to start on Site
<i>Contractor's</i> Detailed Design submission	3 weeks prior to start on Site
Submission of Stage 2 Road Safety Audit	2 weeks prior to start on site
Licence and Consent applications	In accordance with <i>Contractor's</i> programme (but in sufficient time to cause no risk of programme delays)
Construction start on Site	To be determined by <i>Contractor</i>
Submission of Stage 3 Road Safety Audit	3 weeks (min) prior to <i>works</i> completed
Completion of construction works	July 2023
Road opening	To be arranged
Health and Safety File (including all 'as-builts' and manuals etc.)	At handover to <i>Client</i>

7.2. Methodology statement

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and *works* are known]

7.3. Work of the *Client* and Others

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and *works* are known]

7.4. Information required

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

7.5. Revised programme

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

DRAFT

8. Quality Management

8.1. Quality management system

The *Contractor*, and any Subcontractors engaged throughout the Project, shall operate a quality management system in compliance with BS EN ISO 9001. Further, the *Contractor* and Subcontractors engaged as part of the commission should be able to demonstrate that they can undertake the required work in a safe and responsible manner, adhering to relevant legislation and best practice protocols. Quality plans and audits shall be produced to meet the requirements of the *works*.

8.2. Quality policy statement and quality plan

Quality plans, statement and audits shall be produced to meet the requirements of the Project, the *conditions of contract* and *additional conditions of contract* and as agreed between the Parties and the *Project Manager*.

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9. Tests and inspections

9.1.1. Testing

The *Contractor* shall be responsible for all testing.

The *Contractor* shall identify all its testing proposals and requirements in the construction quality plan submitted in accordance with ECC Contract.

The *Contractor's* testing proposals will be viewed as a working document during the duration of the Project and shall be reviewed regularly and updated, if necessary, to show that the *Contractor* is meeting its obligations. All testing proposals and the amended versions of the plan shall be submitted by the *Contractor* to the *Supervisor* as design data at bi-monthly intervals or whenever a change occurs, whichever is the sooner.

Copies of any test certificates provided by a supplier shall be provided by the *Contractor* to the *Project Manager*.

9.1.2. Certification

The *Contractor* shall submit all *works* certificates in accordance with the relevant procedures and formats agreed with the *Project Manager*.

10. Management of the works

10.1. Project Team

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

10.2. Communication system

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

10.3. Management procedures

The management procedures for delivery are defined in the PDM reference FG/BIP/PGDM/191104. For the avoidance of all doubt, nothing in this PDM has the effect of amending or neutralising the *Project Manager's* duty to act fairly and honestly between the *Client* and the *Contractor*.

10.4. Contractor's application for payment

The format of the *Contractor's* application for payment shall be agreed between the *Client*, the *Contractor* and the *Project Manager*.

DRAFT

11. Working with the Client and Others

11.1. Sharing the Working Areas with Others

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known and Others are fully identified]

11.2. Health and safety requirements

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known and Others are fully identified. NR specific requirements relating to working on or near to the railway are likely to apply.]

11.3. Method statements

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

11.4. Construction (Design and Management) Regulations 2015

The Construction (Design and Management) Regulations, 2015, (generally referred to as the “CDM Regulations”) shall apply to ECC Contract.

The *Client*, as Client under the CDM Regulations, has determined that the works are a “notifiable project” as defined by the Regulations. The *Contractor* shall perform the role of Principal Designer / Contractor for the ECC Contract.

Pre-Construction Information, as referred to in the CDM Regulations 2015 and HSE document L153 “Guidance on the Regulations”, is included in this Scope.

A Construction Phase Plan shall be developed by the *Contractor* in accordance with Regulation 12 and Appendix 3 of the CDM Regulations 2015 during the Preliminary Design Phase. A copy can be found in Volume [x].

[Section to be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

11.5. Pre-construction Information

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

12. Title

12.1. Marking

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

12.2. Materials from excavation and demolition

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

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13. Acceptance or procurement procedure when Subcontracting

13.1. Procurement procedures

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

13.2. Submission and acceptance procedures

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

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14. Accounts and records

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

DRAFT

15. Ultimate holding company guarantee

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

DRAFT

16. Undertakings to the Client or Others

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

DRAFT

17. Information modelling

17.1. Building Information Modelling (BIM)

The *Contractor* shall utilise Building Information Modelling (BIM) technologies and processes to meet Level 2 BIM standards.

The *Contractor* shall adhere to the concepts, principles, processes and philosophy of BS EN ISO 19650, as well as DMRB GG 184.

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18. Performance bond – X13

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

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19. Retention – X16

[To be completed prior to the commencements of Stage 2, once further information regarding the Site and works are known]

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Tom Foster
SNC-Lavalin
The Hub
500 Park Avenue
Aztec West
Bristol
BS32 4RZ

Direct: 01454 66 22 52
tom.foster@fgould.com

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