



SNC • LAVALIN

Winterstoke Road Bridge Replacement

Scope Preamble

North Somerset Council

July 2020

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This document has 8 pages including the cover.

Document history

Document title: Scope Preamble

Document reference: 5191106/scopeP

Revision	Purpose description	Originated	Checked	Reviewed	Authorised	Date
Final Draft	For OJEU Publication	DTR	TF	AR	AR	22/07/20

Client signoff

Client	North Somerset Council
Project	Winterstoke Road Bridge Replacement
Job number	5191106
Client signature/date	

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1. Scope

1.1. Overall Objective and Scope Structure

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.

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.

This Scope Preamble sets out what the Parties are required to do under the contract in order to deliver the above objective and benefits. The obligation to work in accordance with this Scope Preamble is set out in the PSC Contract, as defined below.

The entirety of the Scope for this Project comprises this Scope Preamble and two further volumes, with each volume aligning themselves to the respective stages of the Project:

- Scope Volume 1: Stage 1, covering preliminary design and ancillary services (“Scope Volume 1”); and
- Scope Volume 2: Stage 2, covering detailed design and construction (“Scope Volume 2”).

1.2. Scope Volume detail

Scope Volume 1 is in its final form. The *conditions of contract* 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), as supplemented and amended by the *additional conditions of contract* (“the PSC Contract”).

Scope Volume 2 is in draft form. The *conditions of contract* 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 *additional conditions of contract* (“the ECC Contract”).

One of the *Consultant's* key deliverables for Stage 1, as set out in Scope Volume 1, is the production of a final Scope for Stage 2 of the Project. The *Consultant* is required to develop and refine this during Stage 1 of the Project as more becomes known about the *works*, and Project in general.

For the avoidance of all doubt, material matters such as ownership of design, risk pertaining to Statutory Authorities, cost (and how the same may change between the Stages) are all matters that are in their final form, set out either in the Scope for Stage 1 or 2, the PSC Contract or ECC Contract respectively.

The clauses relating to the cost of the Project, and the mechanisms of how this can be adjusted, whether this be an increase or a reduction, through Stage 1 of the Project are contained in PART B: additional *conditions of contract* for the PSC Contract. An explanation of how the mechanisms operate is set out in section 2 below.

2. Cost and Cost Adjustment

2.1. The Stage 1 PSC Target Cost

The *Consultant's* Target Cost for Stage 1 of the Project shall be the same as its tender submission and shall include a breakdown by staff and programme activity.

2.2. Status of the Stage 2 ECC Target Cost immediately post award

The *Consultant* shall work collaboratively with the *Service Manager* during Stage 1 of the Project and shall within four weeks of the starting date submit to the *Service Manager* confirmation of the Initial Target Cost for Stage 2. See Z Clause Z1.1 of the PSC Contract.

The *Service Manager* shall have full and unfettered access to the *Consultant's* tender build-ups in confirming/determining the Initial Target Cost for Stage 2 of the Project. See Z Clause Z1.2 of the PSC Contract.

The *Consultant* shall provide the *Service Manager* with unfettered access to all information, quotations, assumptions and documents prepared by the *Consultant* during the tender period and after award of the contract used to establish the Initial Target Cost for Stage 2. See Z Clause Z1.2 of the PSC Contract.

The *Service Manager* shall either accept or reject the Initial Target Cost for Stage 2 within two weeks of receipt from the *Consultant*. See Z Clause Z1.3 of the PSC Contract.

If the *Service Manager* rejects the *Consultant's* Initial Target Cost submission the *Client* may immediately terminate the PSC Contract and proceed to contract with the second placed tenderer that submitted a tender for the Project. See Z Clause Z1.3 of the PSC Contract.

2.3. Updating the Stage 2 Initial Target Cost during Stage 1 of the Project

The *Consultant* shall update the Initial Target Cost for Stage 2 at regular intervals, but as a minimum every month. The update shall follow the same format as the Initial Target Cost for Stage 2 submission at tender.

The updated Initial Target Cost for Stage 2 shall identify the changes to previous submissions and provide a commentary on the reasons for any increase or decrease. Identified changes shall refer to the Target Adjustment Mechanism set out in the PART B: additional *conditions of contract* for the PSC Contract.

The *Contractor* shall work collaboratively with the *Service Manager* in Stage 1 to continuously refine and develop the Initial Target Cost for Stage 2, with the clear objective of producing an agreed, robust and sustainable target for Stage 2 of the Project.

2.4. Updating the Stage 2 Initial Target Cost for Inflation post tender and Target Adjustment Events

2.4.1. Inflation to the start of Stage 2

The base date for updating the Stage 2 Initial Target Cost for inflation shall be the Stage 1 *starting date* contained in the PSC Contract. The base date of any Target Adjustment Event will be the date when that Target Adjustment Event is instructed by the *Service Manager*. See Z8.1 of the PSC Contract.

For the period between the *Consultant's* Stage 1 *starting date* and the date when the *Client* invites and instructs the *Contractor* to undertake Stage 2, the Stage 2 Initial Target Cost and any Target Adjustment Events shall be updated using the Price Adjustment Formulae Indices (Civil Engineering) 1990 Series, published by the Building Cost Information Service.

The values calculated for inflation to the start of Stage 2 shall be added to the Stage 2 ECC ITC.

2.4.2. Updating the Stage 2 Initial Target Cost for Target Adjustment Events

The Target Adjustment Events which may give rise to an adjustment to the Stage 2 Initial Target Cost are set out in PART B: additional *conditions of contract* for the PSC Contract. As stated above the *Consultant* shall update the Stage 2 Initial Target Cost at regular intervals. See Z clause Z.2 of the PSC Contract.

3. Confirmation Notice to Proceed

3.1. Issue of a Confirmation Notice to Proceed

If the *Client* wishes to instruct the *Consultant* to proceed to and undertake Stage 2 the *Client* shall issue to the *Contractor* a Confirmation Notice to Proceed signed on behalf of the *Client*. See Z clause Z8 of the PSC Contract.

Following the:

- Issue of a Confirmation Notice to Proceed; and
- Execution of the Stage 2 ECC,

the *Contractor* shall carry out the Stage 2 *works* in accordance with the ECC Contract.

3.2. Co-operation and assistance

The *Consultant* shall co-operate and assist the *Client* in preparing and/ or providing and/ or agreeing such information or documents as are required by the *Client* so as to enable the *Client* to be in a position to issue a Confirmation Notice to Proceed, and to enable the *Contractor* to be in a position to execute the Stage 2 contract as soon as practicable following the *Client's* request.

3.3. A decision not to proceed to Stage 2 of the Project

The *Consultant's* entitlement to payment in respect of Stage 1 of the Project shall be governed by the PSC Contract. See Z Clause Z8 of the PSC Contract.

The *Client* may in its sole discretion decide not to require the *Consultant* to undertake Stage 2 of the Project.

Save for the payment of any amounts due to the *Consultant* for properly completed *services* in accordance with the PSC Contract the *Consultant* shall not be entitled to any payment or to claim and costs or losses whatsoever (including, but not limited to loss of profit) from the *Client* as a result of any decision not to proceed to Stage 2 of the Project, any failure by the *Client* to enter into the Stage 2 ECC Contract; or any delay between the completion of Stage 1 and the issue of a Confirmation Notice to Proceed.

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