

Construction Scope

North East Wales Station Improvements Project

Issue Record

Issue Status/Amendment	Prepared	Reviewed / Approved
P01	<p>Name: Laurie Klimowich</p> <p>Signature:</p>  <p>Date: 11/07/2025</p>	<p>Name: Catherine Sweeney</p> <p>Signature:</p>  <p>Date: 16/07/2025</p>

Project Philosophy

The philosophy for this project is that the *Contractor* takes responsibility for the management and execution of all works in accordance with the Scope and standards as defined within this Scope.

In order to clarify the understanding of the Parties to this contract, it is the intention that the *Contractor's* responsibility encompasses such items as the following:

To maintain a safety-first attitude throughout all elements of the works; that each employee of the *Contractor* or *Sub-Contractor* has both the right and responsibility to stop or suspend work if the work is viewed to be unsafe.

To involve the *Client* in decisions and ensure that they are given choices in enough time for them to influence any event effecting cost, quality, and time. In accordance with the contractual obligations.

To promote the *Client's* objectives of:

- Working within a project team based on mutual trust and, co-operation.
- Instilling a 'right first time' attitude on all the project team.
- Commitment to incorporating good environmental practices as detailed within sustainable and environmental management plan which cover items such as energy efficiency, healthy buildings, plant and materials, ecologically, socially and aesthetically sensitive without compromising functionality, quality or cost performance.
- To implement the design to provide the scope of *works* expressly stated or implicit within the Scope and contract.
- To construct the design within the quality, budget, functionality and performance standards set out within the Scope.
- To carry out all necessary surveys and investigations to be satisfied of the physical conditions of the Site as per the contract.
- To achieve zero Defects instituting a procedure in co-operation with the *Project Manager* and the *TfW Site Supervisor* to achieve this aim in respect of each activity.
- To involve the *Client* in decisions and ensure that it is given choices in enough time for him to influence any event effecting cost, quality, and time.
- To promote the *Client's* objectives of: -
 - Working within a project team based on mutual trust, co-operation and good industry practice.
 - Instilling a 'right first time' attitude on all the project team.
 - Commitment to incorporating good environmental practices of resource and energy efficiency, healthy buildings, plant and materials, ecologically, socially and aesthetically

Project Overview

Transport for Wales (TfW) exists to drive forward the Welsh Government's vision of a high quality, safe, integrated, affordable and accessible transport network that the people of Wales are proud of. Transport for Wales is key to delivering the Welsh Government's key themes as set out in Prosperity for All: The National Strategy.

A major element of this vision, TfW are investing in a transformational programme of station projects across the Wales and Borders network.

Definitions and Interpretation for Scope

Definitions

The meaning of terms, derived terms and synonyms used throughout the Scope as defined below or in the appropriate British Standard or British Standard glossary.

Definition	Meaning
AFC	Approved for Construction
AMP	Asset Management process set out in Network Rail Standard NR/L2/MTC/089 Issue 2
CEM	Contractor's Engineering Manager
CRE	Contractor's Responsible Engineer
Day	Calendar day, unless specified otherwise
EMP	Engineering Management Plan
HSE	Health & Safety Executive
NR	Network Rail
PAN	Project Advice Note
PC	Principal Contractor (re: CDM Regulations)
PCIP	Pre-Construction Information Pack
PCMP	Principal Contractor Management Plan
Period	4 Weekly
PM	<i>Project Manager</i>
TfW	Transport for Wales ('the Client')
LPE	Lead Project Engineer
URX	Under Road Crossing
UTX	Under Track Crossing
PVAL	Platform Validators
CCTV	Closed Circuit Television
CIS	Customer Information Screens
PHP	Help Points
TVM	Ticket Vending Machines

S100 Description of the Works

105.1 This contract requires a *Contractor* to:

- Replace all existing Customer Information Screens (CIS) with the latest Infotec models in accordance with the design.
- Install new Closed-Circuit Television (CCTV) systems to improve surveillance coverage, including areas with new bike hoops and both new and existing waiting shelters in accordance with the design.
- New equipment cabinets at a number of stations in accordance with the designs
- Repaint designated existing assets in accordance with the Transport for Wales (TfW) Station Toolkit (**Appendix 1**).
- Supply and install new signage, and replace existing signage where necessary, in line with the Station Toolkit (**Appendix 1**).
- Upgrade station lighting at a number of stations to energy-efficient LED units in accordance with the designs.
- Install new cycle shelters and Sheffield stands in accordance with the designs
- Install new PHP in accordance with the designs.
- Install new concrete bollards in accordance with the designs.
- Install new general and recycle bins in accordance with the designs.
- Install new black bow top fencing at a number of stations in accordance with the designs.
- New TVM replacement canopy panels to replace existing at a number of stations in accordance with the designs.
- Install new platform seating in accordance with the designs.
- Install Voyager waiting shelters at a number of stations in accordance with the design. **Note: The existing steel shelters at the stations below will be installed by others and falls outside of this scope of works. The remaining shelters included within the designs will fall part of this scope of work.**

Station	Number of shelters
Hope	2
Hawarden	2
Hawarden Bridge	2
Wrexham General	2
Penyffordd	1
Neston	2
Upton	2

- **Note: the installation of PVALs will be undertaken by others and is not included within the scope of these works.**

110.2 The works will be a combination of replacing existing assets in addition to adding new assets. This will include all areas of the stations and all platforms. The Contractor will install the assets in accordance with the approved design, with care taken to avoid any damage to heritage elements at any station and comply with the Listed Building Consent and Network Rail Landlord Consent. The Contractor will also be responsible for all associated cabling and electrical works associated with the works.

Please refer to individual station designs for the full detailed scope **Appendix 2**. The Stations include within this scope are:

- Upton
- Heswall
- Neston
- Hawarden Bridge
- Shotton
- Hawarden
- Buckley
- Penyffordd
- Hope
- Cargwle
- Cefn-y-bedd
- Gwersyllt
- Wrexham Central

Specifications of Requirements

The requirements are detailed in the Approved for Construction drawings, Specification Reports and supporting Structural Calculations. Refer to **Appendix 2**.

S115 Exclusions

115.1 The **PVAL** supply and installation will be undertaken by others in Sept-25. Replacement of some Waiting shelters for the following stations contained within the design will be undertaken by others between July and October 2025.

Station	Number of shelters
Hope	2
Hawarden	2
Hawarden Bridge	2
Wrexham General	2
Penyffordd	1
Neston	2
Upton	2

S200 General constraints on how the *Contractor* Provides the Works

Definition of work site and compounds will be contained within the Station Lease area of the stations. Please refer to **Appendix 3** for the station lease plans.

The majority of works will fall within a 'high street environment', there may be a requirement for a line block for the installation of some of the works and the Contractor is to identify these requirements as part of the tendered cost. Any line blocks or possessions will be managed directly by the Contractor.

The contractor is to identify suitable compound areas or a satellite compound to utilise for the duration of the works.

Access to the worksites for visits, inspections and surveying will be available to the *Contractor*. Physical works on the sites can commence from a date agreed by the *Project Manager*. The majority of works will be able to be undertaken during normal operational hours with some activities requiring night-time or weekend working to minimise the impact on the station operations.

The Contractor is to identify any works or activities (e.g., placement of mobile towers, principles of Adjacent Line Open) adjacent to or within 1.25m of the platform edge, the works shall be undertaken under a possession. The possessions are the full responsibility of the Contractor to book, manage and organise, ensuring necessary trained workforce and competencies provided.

Please note when creating your programme, the conditions of working in an open and active station environment must be considered, with all restrictions set by TfWRL adhered to, including the following:

- The *Contractor* are to provide their own services (power & water) to their compound.
- All materials, plant and equipment are to be secured in the site compound **ONLY**.
- The contractor may be provided with 1no. dedicated lift (if available at a station) to move materials and equipment to and from the station platforms and other work areas where applicable. The lift will be required to be boarded to ensure no damage.
- The contractor **is not permitted under any circumstance** to work within 2.75m of OLE unless required isolations arranged.
- Work areas are to be left as found, with barriers removed at the end of each day and the area made safe and clean.
- All signage to be bi-lingual.

- The Contractor shall comply with all TfWRL Contractor policies.
- Any possessions or isolations required to undertake work, such as isolating services, **MUST** be agreed with the *Client* to establish the extent of interruption to station operations, prior to any isolation works being undertaken.
 - The Contractor to confirm all works will be greater than 1.25m from platform edge and thus not deemed on or near the line. Contractor to consider location of cable trays, fixings and screens etc. Any works taking place within 1.25m of platform edge shall be carried out under a possession and organised and managed by the Contractor.
 - Any existing CIS screens that are removed must be replaced during the same shift to avoid any lag between works to avoid the risk of passenger confusion.
 - CIS screens must be maintained for customers during station opening hours. Any exceptions to this must be agreed with the Project Manager.
 - It may be possible Network Rail or TFW contractors will be on-site at any of the stations undertaking various infrastructure works. Contractors will be required to co-ordinate works with NR & TfWRL to ensure no disruption and works are undertaken in accordance with the CDM Regulation 2015.
 - For deliveries to the working area, the route shall be agreed with the Project Manager prior.
- The Contractor shall consider the historic fabric of any listed buildings at any station and adhere to the Listed Building Consent conditions. Details will be provided by the Client.
- All new fixings shall be into mortar joints where possible.
- Notwithstanding the submitted details, any penetrations within the fabrics should be kept to the minimal size practicable and filled/ finished appropriately.
- **All works are to be completed by no later than 1st March 2026. The Contractor is to ensure adequate resource is included within the tendered submission to meet this date.**

S205 General constraints

205.1 Use of the site

The *Contractor* shall not use the site for any other purpose other than for carrying out the works.

205.2 Additional Working Hours

Hours will be as required to undertake the works, and will include weekdays, weekday nights, weekends and bank holidays.

The Contractor shall agree all working hours with the Project Manager before undertaking the *works*.

As the works are to be undertaken whilst the stations remain open, careful thought needs to be given as to how the renewals and installation of new assets are staged so that the existing systems and facilities can remain active until they are handed back to ensure minimal impact to customers and staff.

No plant movements, movement of bulky materials or waste shall take place to and from the Working Area and station inclusive of any temporary Contractor compounds between the hours of:

07:00 to 09:00 and 16:00 to 18:00 weekdays

The *Contractor* will notify the *Project Manager* in advance of works that are required to take place out of hours, so that co-ordination with the Station Manager and Others can

take place. The *Contractor* is responsible for making any necessary applications to the Project Manager for change in the above, approved working hours.

205.3 Access to and from the Site

The *Contractor's* attention is drawn to the restricted access to the Sites. The *Contractor* is deemed to have visited the Sites and acquainted themselves with the restrictions and other matters regarding access to the Sites, which may affect the *works*. The access dates specified in the Contract Data are subject to the *Contractor's* strict compliance with the constraints, procedures, rules and regulations outlined in the Scope.

Where the *Contractor* is given control of the work the *Contractor* must manage the work areas and control access to them. This may include, on occasion, the need for *Client's* staff to access the Working Areas for the purposes of maintenance or inspection. The *Contractor* agrees with the *Project Manager* to either provide segregated pedestrian access to agreed areas or allow access as and when required. The *Contractor* prepares and delivers a site induction specific to the project which it develops in conjunction with the *Project Manager*.

The *Contractor* will need to minimise the impact on the local road network, the station car park and forecourt areas. No construction traffic will be allowed within the site boundary unless otherwise agreed with the *Project Manager* and the Station Manager. All suppliers, and subsequently all drivers, will need to be briefed of this requirement.

The *Contractor* must always use authorised access routes; in most cases this will be the same as the public's access routes and the *Contractor* must not block any access route at any time.

205.7 Deliveries

Deliveries to and collections from the Site are to be managed by the *Contractor*.

205.8 Parking

Vehicle parking shall be in accordance with localised parking restrictions, and cognisant of line side neighbours. The *Contractor* must make arrangements to minimise on-site parking and deliveries through the use of the authorised compounds.

Parking shall only be permitted within agreed locations on or near the stations and must be requested by the *Contractor* for *Project Manager* Acceptance.

The *Contractor* shall assume that no car parking spaces will be made available or reserved for their sole use and the *Contractor* must pay for parking where charges apply.

All vehicular and pedestrian routes are to remain unobstructed, and all paths and roadways are to be kept free of mud, oils etc as far as reasonably practicable. Arrangements for emergency vehicle access must always be maintained.

205.9 Use of cranes

The use of cranes is not applicable.

205.10 Explosives

The use of explosives is not permitted, with the exception of railway detonators.

205.11 Storage of fuel and chemicals

The use of construction fuel and chemicals shall be controlled in accordance with the Control of Substance Hazardous to Health (COSHH) regulations and the *Contractor's* own Health and Safety procedures.

The *Contractor* and the *Project Manager* shall agree the location(s) for storage of chemicals, fuels and any potential contaminants to ensure the risk of contamination in the event of flooding is ALARP.

The use of construction fuel and chemicals shall be controlled in accordance with the Control of Substance Hazardous to Health (COSHH) regulations and the *Contractor's* own Health and Safety procedures. A COSHH data sheet must support details of any substances to be used in connection with the work. Suitable storage and spill kits must be available where required. Disposal must be appropriately arranged.

205.12 Pollution, Ecological and/or environmental impacts

The *Contractor* shall take all reasonable measures to minimise the generation and environmental impacts of waste materials arising from the *works*. The *Contractor* shall identify and implement opportunities for the re-use and recovery of waste to minimise the volume of waste produced and sent to landfill. The *Contractor* shall produce and maintain a Site Waste Management Plan (SWMP). For the avoidance of doubt the treatment and/or removal and disposal of hazardous waste has not been priced in this work package.

The *Contractor* shall make applications to the local authority and / or Natural Resources Wales, under the terms of the Waste Management Licensing Regulations 1994 (as amended), and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes. All waste must be handled and disposed of in line with current 'Duty of Care' Regulations.

All incidents shall be reported at the earliest opportunity to the Project Manager and in accordance with the legislation and procedure in place at the time.

205.13 Archaeological requirements

The *Contractor* must notify the *Project Manager* within 24 hours of any fossils, antiques and other objects or materials of interest or value discovered during excavation works.

Keep object(s) and/or material(s) in the exact position and condition in which they were found until the *Project Manager* gives an instruction for dealing with the object(s) in accordance with main contract clause 73.1.

205.14 Occupied premises and users

If access is required to occupied premises including the TfW Infrastructure, this will be requested in advance via the *Project Manager* with a minimum of 20 days' notice from the *Contractor*.

The Contractor's attention is drawn to the proximity of residential housing, local businesses to the site. Consideration must be given to the minimisation of noise, night-time working and the access requirements for neighbours.

Welfare facilities will be situated within the Site boundary. It will be the responsibility of the *Contractor* to maintain a safe working environment for this facility and to communicate in a timely manner to the facility any potential relocation within the site during the *works*.

205.15 Client's specific policies and procedures

Within **Appendix 4** are listed all relevant current *Client* policies and procedures. Any changes shall be notified by the *Project Manager* as a Compensation Event and implemented in a timescale agreed between the *PM* and *Contractor*.

- 205.16 The *Contractor* shall undertake an assessment of risk from fire on the *Contractor's works* and shall put into place and monitor appropriate measures to prevent, control or otherwise deal with the risks.
- 205.17 Smoking is not permitted in any enclosed space on the Site, nor is it permitted in any high-risk areas (for example adjacent to skips, LPG storage cylinders). Enclosed vehicles are always required to be smoke free.
- 205.18 Restrictions on *Contractor's* Right to Advertise
Except with the prior written consent of the *Client* the *Contractor* and its suppliers and sub-Contractors shall not make any press announcement or publicise anything in connection with these Works.
- 205.19 Public Access
Access to/from station needs to be maintained during all times.
- S210 Confidentiality**
- 210.1 Refer to the contract.

S215 Security and protection of the Site

- 215.1 The *Contractor* shall be accountable for defining the boundaries of *Contractor* worksite and determining the security measures to be provided. Others working within any PC Area will be managed by the appointed PC in accordance with CDM regulations 2015. In the case of work sites that can be either within the *Contractor's* (PC) area or within a wider PC area (PC role performed by others), then the *Contractor* remains responsible at all times.
- 215.2 The *Contractor* shall provide and maintain appropriate measures to prevent unauthorised personnel from entering the worksite.
- 215.3 The *Contractor's* attention is drawn to the close proximity of the residential houses and shall ensure adequate protection is in place to prevent unauthorised access to the Site.
- 215.4 The *Contractor* shall provide and maintain appropriate measures in accordance with NWR standard NR/L2/OTK/5100 Boundary Manual to prevent unauthorised personnel from entering the site.
- Where there is evidence of deliberate damage and signs of trespass and vandalism found during the course of the *Contractor* works or the continuous boundary cannot be maintained the *Contractor* shall notify the *Project Manager*.
- 215.5 The *Contractor* is made aware that particular attention must be paid to the security of the site and the interface with the travelling public on the station platforms and when any public footpaths are in use.
- 215.6 **Site of works**
- The station lease plans for all stations are included in **Appendix 3**

220 Security and identification of People

- 220.1 The appointed *Contractor* shall maintain and operate a time and attendance that records and monitors access to the Site for the *Contractor's* staff, subcontractors, deliveries, and visitors.
- 220.2 This system must provide as a minimum the date, the name of each person and the times at which they entered and left the site.
- 220.3 All persons entering or leaving the site shall, on each occasion complete the 'Signing-In Register'.
- 220.4 The Signing-In Register shall also be used by the *Project Manager* as a back-up system to the electronic system. It shall be used by the *Contractor* and *Project Manager* to validate the presence on site and hours worked by persons employed by the *Contractor* or their Sub-Contractors for spot check purposes.
- 220.5 The *Contractor* shall ensure that all People employed and/ or contracted to undertake work on the Site for this contract are competent, and have the necessary training, experience, and qualifications for the work that they will be undertaking.

S225 Protection of existing structures and services

225.1 Existing Services

Notwithstanding the records provided within the Site Information the *Project Manager* will issue all available records held by infrastructure owners, utilities providers and/or adjacent owners a minimum 10 days before the commencement of the *Contractor* installation works.

The *Contractor* is responsible for reviewing this information and undertaking further investigation to confirm the positions of existing utilities and/or services within and around the Site prior to commencement of the works. Any existing service records cannot be treated as accurate and complete.

The *Contractor* will need to use safe construction techniques to help identify any uncharted services and avoid damage to them. The *Contractor* complies with the utilities providers recommendations when undertaking works adjacent to services, agreeing the level of supervision required during the works.

The *Contractor* is responsible for protecting and preventing damage to any identifiable existing services during their works. The *Contractor* shall be liable for correcting any damage caused to identifiable existing services along with the costs associated with these works through acts of negligence by the *Contractor*, and not due to the condition of the existing asset.

If any damage is caused as a result of the *Contractor's* works, the *Contractor* must notify the relevant utilities provider and/or other owner as soon as they become aware and subsequently notify the *Project Manager*.

The *Contractor* shall record information on any previously un-charted buried services locations identified during the installation works. This information is to be documented in a format agreed with the *Project Manager* and made available to the *Project Manager* and other parties.

225.2 Where uncharted services are discovered during the *works*, the *Contractor* shall co-ordinate with and assist the *Project Manager* to establish the type and ownership of the apparatus.

225.3 Any work carried out to, or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

S230 Protection of the works

230.1 The *Contractor* is responsible for the protection of the *Contractor works*.

230.2 The *Contractor* shall implement all reasonable measures to protect the works and existing rail infrastructure against damage by the *Contractor*. The *Contractor* is not required to provide any such protection for other *Contractors*.

230.3 Cable should be placed in troughing and where reasonably possible the lids either removed or installed as part of the *Contractor* works must be replaced at the end of each shift. If multiple *Contractors* are installing cables in the same area at the same time, risk assessments should be undertaken to manage the risk to the various assets.

230.4 The *Contractor* shall be responsible for their actions and foreseeable interface with Others (i.e. at access points)

S235 Cleanliness of Stations

235.1 All vehicular and pedestrian routes are to remain unobstructed, and all paths and roadways are to be kept free of mud, oils etc as caused by the *Contractors* works. Arrangements for emergency vehicle access must always be kept clear.

S240 Traffic management

240.1 Deliveries of materials and equipment to *Contractor's* areas shall be co-ordinated and controlled appropriately.

Where traffic management is required for the *Contractor works*, the *Contractor* shall request formal traffic management arrangements via Local Authority procedures.

240.2 Traffic Management on Public Highways

The *Contractor*:



- Complies with the requirements of the Department for Transport 'Safety at Street Works and Road Works – A Code of Practice 2013'.
- Provides all equipment required for the traffic management system.
- Provides workers needed to implement the traffic management system.
- Ensures all equipment is in good working order, checked at least daily and maintained in accordance with the manufacturer's recommendations.
- Plans work and deliveries and implements any traffic management systems to ensure nuisance is limited as far as reasonably practical.
- Provides uninterrupted movement of emergency vehicles through areas of traffic control.
- Submits the name and emergency telephone number of their permit holder and traffic management equipment supplier to the *Project Manager* and the Police, ensuring they are contactable 24hrs/7days a week whilst the traffic management systems are in operation. This information must also be displayed on site.
- Ensures any failures in the system are resolved within two hours of becoming aware; and
- Reimburses the Local Authority or Police of any costs incurred by them as a direct result of their traffic management system failing.

S245 Condition survey

- 245.1 The *Contractor* may undertake a detailed photographic Condition Survey of the *working area*, and any other areas that may be affected by the *works*. The Condition Survey will be attended by the *Contractor*, the *Client*, the *Project Manager* and a representative. The Client will provide conditional survey information for Shotton station (**Appendix 6**), however it is recommended the contractor undertakes their own to determine the suitability of the platform.

The Condition Survey shall be accepted by all parties before any works can be started.

S250 Consideration of Others

- 250.1 The *Contractor* shall take into consideration planned works by Others. The *Contractor* shall take reasonable steps to minimise any impact to the works of Others and will cooperate with them in making sure no interface issues are caused where practicable.

There are several parties that the *Contractor* needs to take into consideration, including but not limited to:

- Other *Contractor's* working in the same area
- Residents & Businesses
- Network Rail
- TfWRL

250.2 Visitors

The appointed *Contractor* is responsible for the safety and wellbeing of all visitors to the worksite.

The appointed *Contractor* must ensure all visitors receive a site induction before entering site and provide escort on site.

All visitors must adhere to the appointed *Contractors* health and safety policies, listening to any formal instructions given.

S255 Industrial relations

- 255.1 All industrial relation matters relating to the *Contractor* works shall be immediately referred to the *Project Manager* and *Client*.

S260 Control of works

- 260.2 The appointed *Contractor* shall control personnel and visitors in accordance with their own HSEQ policies and procedures, Railway 'Rulebook', Network Rail Standards, and the Open Line Working Policy (Version 1).

S265 Site cleanliness

- 265.1 Site cleanliness will be maintained, by the *Contractor* throughout the duration of the works for its work areas.

S280 Waste Materials

- 280.1 Waste must be managed in accordance with the Waste (England and Wales) Regulations 2011. The waste hierarchy ranks waste management options according to what is best for the environment. Care must be taken to avoid recycling materials which have traces of asbestos.

In order to reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the Works and maximises opportunities for the re-use and recovery of wastes.

Where waste cannot be re-used, consideration must be given to their recycling and the *Contractor* must take due care to maximise the recycling potential of materials.

The *Contractor* shall comply all requirements including but not limited to;

- In providing the Works, the Contractor shall work toward meeting ISO14001:2015 and ISO50001:2011 or equivalent standards and shall report its progress towards this requirement within its regular progress reports.
- In delivering the Works the *Contractor* shall assist the *Client* and the Welsh Government in meeting their obligations under the following;
 - The Environmental (Wales) Act 2016
 - The "Towards Zero Waste Strategy",
 - The Construction Demolition Sector Plan
 - The recommendations of the Green Growth Wales Paper

S285 Principal Environmental Constraints

285.1 General Consents Management

The *Contractor* must obtain all necessary consents, licences and permits associated with construction activities i.e. discharge consent, abstraction licences, 'Section 61' noise consent, Flood Risk Activity Permit, abstraction licence etc.

285.2 Noise and Vibration

The *Contractor* shall consider noise management as part of their work package plan and agree the maximum noise levels with the Local Authority where required. The *Contractor* is to make

reasonable endeavours not to cause disturbance to residents, businesses and wildlife. Any construction activities likely to exceed the agreed levels shall require the *Contractor* to liaise with property neighbours and obtain prior written approval of the local authority and Environmental Health.

285.3 Dust, Smoke and Other Airborne Pollutants (including Odour)
 Any risk of dust should be reduced by wetting if practicable. If wetting, contamination of watercourses is to be avoided. Suitable practical means should be employed to minimise dust, smoke and other airborne pollutants.

285.6 Ecology and Biodiversity

The *Contractor* shall obtain all necessary ecology licences and construct the works in accordance with requirements outlined in the Scope, such that risks to ecology are minimised and biodiversity maximised. Particular consideration will be given to European Protected Species (EPS), in this case all bat species, Great Crested Newt, European otter and Hazel dormice which are fully protected under the Conservation of Species and Habitat Regulations 2010.

Where an EPS is present works must be carried out in accordance with an appropriate licence as agreed with NRW. The *Contractor* will liaise with the *Project Manager* and licenced ecologist to ensure works are carried in compliance with the licence method statement.

The *Contractor* will procure a suitably qualified ecologist to undertake ecological watching brief and pre-works checks (e.g. nesting birds) for ecologically sensitive works (licensed or non-licensed) such as de-vegetation.

The *Contractor* is to ensure records of quantities and the species type / description of vegetation cleared are maintained, supporting no net loss targets of the Construction Environmental Management Plan (CEMP)

The *Contractor* shall ensure compliance with the Japanese Knotweed PAN and where necessary apply for a INNS permit from NRW.

S290 Deed of Easement

290.1 Not applicable

S295 Deleterious and hazardous materials

295.1 To be always controlled by the *Contractor* in accordance with the Control of Substance Hazardous to Health (COSHH) regulations.

S300 Contractor's Design

300.1 The *Contractor* to review supplied AFC detail design and produce temporary works designs (where required), Work Package Plans / Method Statements and risk assessments for the protection and monitoring of the existing structures and infrastructure affected by the works. Additionally, adhering to the following tasks such as:

- Compliance with the *Contractor* duties under the CDM Regulations
- Identify any value engineering opportunities
- Compliance with any planning conditions or other constraints dictated by statutory authorities or other regulators and taking any measures necessary to obtain their full discharge

- Copying of all drawings, specifications, etc. required by the *Contractor* and its Subcontractors, as well as those required by the *Client*, *Project Manager* and Others
- Cascading of any information provided by the *Client* to the *Contractors* Supply chain as required
- *Contractor* Design Acceptance
- The *Contractor* obtains acceptance from the *Project Manager* for all design information including Temporary Works, Construction Phase Plans (CPP), drawings, documents and Work Package Plans (WPP), etc. prior to the relevant physical works being undertaken. All High Risk WPPs will be specified on the document schedule once submitted to
- the *Project Manager*. The *Contractor* schedules out all documents for acceptance in a document submittal schedule, which forms part of the programme. The *Contractor* updates and submits this schedule to the *Project Manager* with each revised programme.
- Unless stated otherwise the *Project Manager* confirms acceptance or otherwise of the drawings/documents within the period for reply stated in the Contract Data Part 1. The following exceptional acceptance periods apply to each submission or resubmission of the documents listed below:
 - Documents relating to statutory approvals – 30 days
 - Other design documents – 10 days
 - Work Package Plan – 10 days
- The *Contractor* maintains on the Site, for regular inspection by the Project Manager, one set of drawings showing the progress of the works, with all modifications or revisions clearly indicated.
- The *Contractor* ensures that any necessary amendments are made without delay, unless and until the *Project Manager* confirms that resubmission is not required. The *Contractor* does not proceed with the *works* until the *Project Manager* has accepted the temporary works design information.
- The *Contractor* carefully checks all manufacturer's drawings, specifications, etc. to ensure accuracy, completeness of the information and compliance with the Scope.

S330 Requirements of Others

- 330.1 The *Client* is responsible for obtaining all planning, consents and leases. The *Contractor* shall ensure full compliance with all known planning requirements advised by the *Project Manager* and the *Contractor* must ensure their full compliance on any / all known planning restrictions, and / or limitations enforced by the Local Authority Planning Department

330.4 Using the *Client's* materials and designs

The *Contractor* has the right to use the Scope and any other material provided by the *Client* only to Provide the *works*. The *Contractor* may make this right available to a Subcontractor. As soon as possible after Completion of the whole of the *works* but before the issue of the Defects Certificate, the *Contractor* returns the Scope and other material provided by the *Client* to the *Project Manager*.

330.5 Design of Plant/Materials and Temporary Works

The *Contractor* submits all design of Plant and Materials, including all temporary works, for acceptance to the *Project Manager*, prior to proceeding with the *works*.

The following period for reply applies to the documents listed below: Temporary Works Design 10 days.

S335 Using the *Contractor's* design

335.1 Refer to the Contract

S345 Access to information following Completion

- i. The *Contractor* shall provide red line drawings on completion of the works.
- ii. The *Contractor* shall produce an O&M document within 14 days of completion of the works (refer to **Appendix 9** for O&M template).
- iii. The *Contractor* shall provide Ellipse information to record telecoms assets within 14 days of completion of the works (refer to **Appendix 8** for Ellipse Template) .
- iv. All health and safety information required for maintaining the assets will be contained within the Health and Safety File. The *Contractor* shall store as built information for a minimum of 12 years following completion.

S400 Completion

S405 Completion definition

Completion occurs when the *Contractor* has:

- (a) done all the work which the Scope and Contract Data state it is to do by the Completion Date;
- (b) corrected all notified or patent Defects which would have prevented the *Client* (and *Contractor* as necessary) from using the *Contractor* Works and Others from doing their work; and
- (c) done all the work necessary for the *Contractor* Works to be Available.
- (d) Submitted all draft information for the Health and Safety File
- (e) Submitted all the draft operation and maintenance manuals
- (f) Submitted AMP Deliverables necessary to allow the *Project Manager* to issue an NR/L2/MTC/089/AMP015 Taking Over Certificate

- All damage consequent upon the work made good
- All temporary markings, coverings and protective wrappings removed unless otherwise instructed
- Successful completion of testing and commissioning

Prior to or upon completion of the works, the works will be inspected by an appointed TfW representative. It is the *Contractor's* responsibility to achieve completion of the work and to notify TfW of the readiness for Handover in accordance with the following procedure: -

Contractor confirms to *Client* that the works are complete and ready for inspection by TfW, giving 1 weeks' notice of date available for inspection.

The term 'Completion' shall be deemed to provide or include the following requirements:

- Area to be handed over must be ready for immediate occupation and completed in a manner compliant with the Works Information

- Area to be handed over shall be thoroughly cleaned on completion and all surfaces left free of soiling and blemishes.

TfW undertakes an appraisal to confirm that the general finish of the work is of an acceptable standard followed by a detailed inspection of the works and issue a list of items requiring attention by the Contractor if captured via a AMP16 form.

Contractor completes snag items and update the AMP16 with photo evidence, signed and dated which confirms to TfW that the items have been attended to and the work is ready for final handover and inspection by TfW giving enough notice for availability.

If all items have not been rectified, TfW will notify the Contractor, and the Contractor shall take the necessary action before re-notifying of completion and readiness for inspection (within 7 days).

TfW agrees hand back once all areas are accepted following a joint inspection and all defects are rectified satisfactorily. An AMP15 is produced following the joint inspection and signed by all parties.

S410 Sectional Completion

Sectional completion means the completion of the section of the Works detailed in the Contract Data in accordance with Works Information section 405.1.

S415 Training

- 415.1 The *Contractor* may be required to provide training and training materials or manuals for any equipment installed before handing over the *Project Manager*, this is to be agreed with the *Project Manager* if implemented.

S420 Final clean

Prior to Completion the *Contractor* ensures that the *Contractor* worksite is clear of all Equipment and unused Plant and Materials and other items to permit free and unobstructed access by the *Client* and Others.

S425 Security

- 425.1 Where the *Contractor* achieves the Take Over of its work the *Project Manager* will instruct which party will be responsible for the continued security of that Area.

S430 Correcting Defects

- 430.1 The *Contractor* is responsible for rectification of all *Contractor* defects identified through the AMP process and records on Sypro that are associated with the *Contractor* works.
- 430.2 Access to correct any Defects shall be agreed with the *Project Manager* and / or the *NEC Supervisor*.

S435 Pre-Completion arrangements

435.1 Operation & Maintenance Manuals

The *Contractor* provides prior to Completion (50% through programme) one [1] draft digital version of the Operation and Maintenance Manuals (O&Ms) in respect of the *works*, which ensures that the *Client's* employees fully understand the scope and facilities provided. This must be in accordance with the Network Rail O&M templates. Refer to Appendix 2 for further details. Any subsequent revisions to the submitted O&M manuals will be issued to the *Project Manager*.

435.2 Final and Draft Versions timescales

The *Contractor* provides the final copy of the Operation and Maintenance (O&M) Manuals within 14 days after substantial completion of the *works*. 1 x hard copy and 1 digital version, including updated redline drawings. The O&M must not contain hyperlinks and be full and complete.

Section 9: Testing and Commissioning

To include but not limited to;

- Lighting
- SISS and communication system installations

Section 10: Utilities and Services Information

Details of the location and nature of utilities and services to identify and record new utilities and services and/or changes to details recorded in the Site Information.

Section 11: Dismantling and Removal

Details of risks to be addressed when decommissioning and dismantling.

Details of redundant assets and dates for recovery. Schedule of recovered materials, to include location of storage.

Section 12: Buried Services

Details of buried services to identify and record new services and/or changes to details recorded in the Site Information

Section 13: Asset Management

Completion of ellipse data using the approved template (**Appendix 8**)

435.3 “As Built” Drawings

As built information (redline mark-ups and survey information) should be issued to the Client within 14 days of completion.

435.4 Spare Parts

The *Contractor* will provide a fully priced list of recommended spares to be kept in stock by the *Client*. The list will be reviewed and approved by the *Client*.

All spare parts are to be directly interchangeable with the corresponding parts installed and, be identified using the same unique part/drawing number and reference and shall meet the requirements of the specification.

435.5 Tools

Not used

435.6 Training of *Client's* Employees

Refer to section 415

S440 Use of the works

440.1 The *Client* will take over the *Contractor* works at Completion.

S500 **Programme**

S505 **Programme requirements**

- 505.1 The programme should preferably be Microsoft project or a PDF version of another Gantt chart format and should be updated at the end of each calendar month and sent to the Project Manager.

It shall note bank holidays, construction industry national holidays, and indicate the Contractor's proposals for any phased completion and handover

Due regard shall be made in preparing the programme(s) for inclusion of time required for the Contractor's pre-handover snagging, inspection by the TfW Representative and practical completion.

The Contractor shall update or amend the programme if any circumstances affect the progress of the Works and provide amended copies to the Project Manager no later than the weekly progress meeting subsequent to the amendments. A detailed programme which includes any long lead items through to completion and hand back will be required. The programme should include the relevant phases of work to ensure the station remains fully operational and accessible throughout.

- Programme to include but not be limited to:
- All activities associated with the definition of Completion
- Dates for document review and approvals
- Dates for information or actions required by *Client*
- Statutory disconnection timescales
- Completion of each phase
- Traffic Management
- Works required to be completed by others
- Test and inspection dates
- Identify the critical path and key milestones for the delivery of the services and activities
- Submission of drawings for handover
- Dates when the Operator or *Client* is required to attend
- Identify *Client* acceptance requirements
- Include the constraints as stated in Scope
- O&M documentation and Health and safety information
- Mobilisation, site set up and decanting from site
- CPP, WPP and TBS, site access documentation
- Early Warning Notices to be provided at the earliest opportunity to the Project Manager
- Category A events as per WI 205.1

S510 **Methodology**

- 510.1 WPPs are to be submitted to the *Client* for approval prior to commencement of works. A template can be found in **Appendix 9**

- 510.2 Cost Performance

The *Contractor* provides a narrative within the *Contractor's* progress report detailing the following where applicable

- Cost movement from previous *Contractor's* progress report

- Cost impact of CE's
- Confidence in AFC stating how it is to be achieved
- Procurement status of estimated values versus latest estimates
- Opportunities for cost savings
- Earned value to be provided in form of SPI/CPI.

510.3 In addition to the information required to demonstrate how the *Contractor* intends to complete the works, each Method Statement the *Contractor* submits for acceptance must also include a safety risk assessment and details of how the works will be co-ordinated with The *Client* and Others including any information on The *Client* approvals to complete the works.

S515 Work of the *Client* and Others

515.1 The programme should clearly identify the work of the *Client* and Others where there are interfaces with the *Contractor* works coded as such that it can be identified.

This work should be relationship linked to any dependant activity that is either reliant on this work being completed or itself needs to be completed prior to commencement of the *Contractor's* work.

S520 Information required

520.1 The *Contractor* shall provide a monthly schedule submission in line with the project calendar via Sypro.

S525 Revised programme

525.1 The Contractor shall provide a summary with each revised programme explaining the changes between the revised programme and the previously accepted programme.

When producing a revised programme, the below form should be used, and the following information identified:

- Additional works instructed
- Change to works instructed
- Acceleration instructed
- Any clause for change is identified as per the contract
- Change in working method agreed
- Any other modification required to baseline dates

S530 Programme arrangement Not Applicable

S600 Quality management

S605 Quality management system

605.1 The *Contractor* shall operate and maintain a Quality Management System compliant with ISO9001:2015.

605.2 Generally

The *Contractor* shall comply with the *Clients* Quality Plan

The *Contractor* operates a quality management system for proving the *works*, which complies with the following requirements: Certification to ISO 9001

The *Contractor* maintains this requirement for the duration of the contract. The *Contractor* provides a quality policy statement and Project Quality Plan to maintain this. the CEM-C agrees with the DPE all of the relevant construction assurance docs required to confirm compliance to the *Contractor's* quality management plan for the project.

Where and to the extent that materials, products and workmanship are not fully detailed, specified or referenced, they are to be:

- In accordance with the applicable law, Regulatory Requirements, applicable standards, including codes of practice, and of a standard appropriate to the *Contractor* Works and suitable for the functions stated in or reasonably to be inferred from the Scope, and

- The *Contractor* shall provide all necessary assurances, including, but not limited to:

- Identification, management and close-out of CDM Hazards
- Identification, management and close-out of CSM-related Hazards
 - Provision of verification and/or validation arguments, supported by evidence, for each Engineering Requirement associated with this Work Package
 - Close-out of all assumptions, constraints and dependencies associated with this Work Package.
 - Close-out of all actions assigned to the *Contractor* during design/construction interface meetings and/or design reviews and IDCs.

- The requirements set out have been reviewed and any non-conformities have been agreed with the Project Manager and LPE.

605.3 Monitoring of the *Contractor's* Quality Assurance Arrangements

During the contract, the *Supervisor* monitors the implementation of the quality assurance arrangements. Monitoring shall be by means of surveillance of activities at the work locations. Such surveillance may be supplemented by formal audits of the works activities and associated *Contractor* quality assurance arrangements for the works, to verify with sufficient confidence that adherence of the *Contractor* to the systems and procedures; as described in the Project Quality Plan and referenced documentation; is being observed by the *Contractor*. A corrective action programme shall be agreed in respect of any deficiencies or observations for improvement as identified by such monitoring.

The *Contractor* provides any specialist equipment and access, which may be required by the *Supervisor* for their monitoring activities.

S610 Quality policy statement and quality plan

610.1 Works will be carried out in accordance with *Contractor* quality procedures.

S615 Samples

615.1 All concrete test samples, that may be requested, shall be taken and tested by a British Standards approved testing laboratory in accordance with the Network Rail specification HR/L2/CIV/140/1700C

S620 Quality of Products

620.1 General Quality of Products

Products are to be new unless otherwise specified and agreed with the *Project Manager*.

For products specified to a British or European Standard the *Contractor* obtains certificates of compliance from manufacturers, when requested by the *Project Manager*.

Where a choice of manufacturer or source of supply is allowed for any product, the whole quantity required to complete the work must be of the same type, manufacture and/or source, unless otherwise approved by the *Project Manager*. The *Contractor* produces written evidence of sources of supply, when requested by the *Project Manager*.

620.2 Proprietary Products

The *Contractor* handles, stores, prepares and uses or fixes each product in accordance with its manufacturer's current printed or written recommendations/instructions and informs the *Project Manager* if this conflicts with any other specified requirement. The *Contractor* submits copies to the *Project Manager* when requested.

The total of the Prices is deemed to be based on the products specified and recommendations on their use as described in the manufacturers' literature current at the date of the contract.

620.3 Equivalent Products

Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired, the *Contractor* requests the acceptance of the *Project Manager* for such substitution and before ordering the product notifies the *Project Manager* and when requested submits documentary evidence that the alternative product is equivalent in all respects including materials safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. The *Contractor* submits certified English translations of any foreign language documents.

Any such request is submitted sufficiently in advance (and in any event a minimum of 30 days ahead of required order date) of the date for order required by the *Contractor's*



programme to allow adequate time for the *Project Manager* to properly appraise the information submitted and make all checks and consultations as may be necessary prior to sanction of the substitution. If the substitution is not deemed to be equivalent by the *Project Manager* following review of the information submitted, it will not be sanctioned, and the product will not be used. This decision will be made no later than 14 days after any such request.

Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction. If such substitution is sanctioned and before ordering products the *Contractor* provides revised drawings, specification and manufacturer's guarantees as required by the *Project Manager*.

S625 Quality of Workmanship

625.1 General Quality of Workmanship

Operatives must be appropriately skilled and experienced for the type and quality of work.

The *Contractor*:

- Inspects components and products carefully before fixing or using and rejects any which are defective, suitably managing the disposition of such defective product in accordance with the requirements laid down in their quality management system.
- Fixes or lays securely, accurately and in alignment
- Where not specified otherwise, selects fixing and jointing methods and types, sizes and spacings of fastenings in compliance with manufacturer's recommendations. Fastenings to comply with relevant Standards.

S700 Tests and inspections

700 Generally

The *Contractor* develops the inspections and tests identified in their Inspection and Test Plans (ITPs) as referenced in their Quality Management Plan. The ITPs will be submitted for acceptance by the *Supervisor*. The ITPs will itemise in tabular form all of the key controlling procedures, inspection and verification requirements and related documentation, as associated with each item of works.

The *Contractor* gives the *Supervisor* a minimum of 7 days' notice of the conduct of inspections and tests for the purpose of witnessing them. Gives the *Supervisor* for inspection for manufacturing off Site, but within the UK, 14 days' notice and a minimum of 30 days' notice for manufacturing taking place elsewhere.

The *Contractor* allows safe and reasonable access to the *Supervisor* and *Project Manager* to carry out the necessary audits, surveillance, inspections and tests and to prepare records in accordance with the Contract requirements.

The *Contractor* records the results of all tests and inspections carried out by the *Contractor* and, within 5 working days of the inspections or tests being completed, provide the original of the results to the *Supervisor*.

The *Contractor* notifies the *Supervisor*, in writing, if it becomes aware of any circumstances which are likely to result in any non-conformance or potential non-conformance to the contract requirements, and

Provides all measuring and test equipment necessary to commission and test the *Contractor* Works and maintains current test certificates, as agreed with the Project



Manager, which will be traceable to appropriate national standards. All test certificate templates will be made available before the commencement of the testing and commissioning.

The *Supervisor* reserves the right to perform further inspections or surveillance at their request.

S705 Tests and Inspections

705.1 The *Contractor* will utilise Inspection and Test Plans (ITPs) for all permanent works activities and make information available to the *Project Manager* and *Supervisor* to demonstrate compliance with specification.

Measuring and Test Equipment

- 705.5 Unless stated otherwise the *Contractor* provides, controls, verifies, maintains and inspects regularly all measuring, test and commissioning equipment as suitable, to demonstrate that the *Contractor* Works complies with the specified requirements. The system for controlling and verifying (including calibration, as specified by the original equipment manufacturer) of test equipment will be in accordance with the *Contractor's* quality management system, as referred to within their Quality Management Plan.
- 705.6 The *Contractor* makes this equipment available to the *Supervisor* upon request for examination, testing and inspection of the Works.
- 705.7 The *Contractor* maintains a system to notify the *Client* of any instance where the *Contractor* discovers that an item of measuring & test equipment previously used on the Site is significantly outside of its limits of intended operation, or if insufficient verification (including calibration, if appropriate) is identified. This system shall ensure traceability of the *Contractor's* measuring and test equipment to items of Plant and Materials upon which it has been used.

Measures to Establish Acceptability

- 705.8 Wherever inspection or testing shows that the *Contractor* work, materials or goods are not in accordance with the stated contract requirements and measures are then taken to help in establishing whether the work is acceptable (e.g. testing, opening up, on-site or off-site (e.g. laboratory) assessments, making good), then such measures will be at the expense of the *Contractor*, and will not be considered as grounds for a compensation event, unless the Defect is accepted in which case Clause 45 applies or the Project Manager agrees that the defect was caused by others and out of the control of the *Contractor*
- 705.9 The *Contractor* makes allowance for the time required for final acceptance in its programme and provides access to the *Supervisor* throughout for inspection.

S710 Samples

- 710.1 The *Contractor* shall provide samples of Materials at the request of the *Project Manager*.

S715 Management of tests and inspections and provision of samples

- 715.1 The *Contractor* will be responsible for the management of Quality Assurance in line with their approved Quality Management Plan.

- S720 Covering up completed work
720.1 The *Contractor* shall agree with the *Project Manager* the procedures and timescales for the covering up of completed work.

S725 *Supervisor's procedures for inspections and watching tests*

- 725.1 The *Supervisor* will, when given notice of a test or inspection, take all reasonable steps to watch the test or inspection. If *Supervisor* is not available within a period of 2 hours from planned time, the *Contractor* shall proceed and provide evidence of the completed work and the results of the tests. In disruptive possessions the *Supervisor* will attend at the planned time and *Contractor* works will not be delayed in the event of non-attendance.

S800 Management of the works

801.1 Supervision and Site Administration

The *Contractor* is responsible for all co-ordination, supervision and administration to provide its own Works, including all its Sub-Contractors/consultants.

The *Contractor* uses competent personnel to arrange and monitor a programme with each of their Sub-Contractors and suppliers. This will include local authority and statutory undertaker, and to obtain and supply information as necessary for the co-ordination of the work.

The *Contractor* ensures that adequate numbers of supervisors are deployed at the work front to ensure effective implementation of management and control measures whilst maintaining the highest housekeeping standards. The *Contractor* ensures that its supervisors are aware of their responsibility to control and supervise both the *Contractor's* own employees and all Sub-Contractors on the site.

The *Contractor* does not change key people named in Contract Data Part 2 for its own benefit.

801.2 Interfaces with Work by Others

The *Client* and Others may undertake the following work on Site during the works:

- Any works associated with routine maintenance of the network and any response required to ensure the continued safe operation of the network.

The *Contractor* provides the Works in co-operation with the *Client* and Others. Interfaces between Others and the *Contractor* shall be arranged through the *Project Manager*. The *Contractor* provides the following co-ordination and attendance:

- Where required by the Project Manager, synchronising the programme with the *Client*, Others, Sub-Contractors, etc.
- Integration meetings with Others to cross reference the sequence of the work
- Date and times of proposed site walks for co-ordination
- Health Safety and Environmental briefings with Others
- Sharing access to the Site and Working Areas as long as works integrate, and it is safe to do so.
- Coordination of deliveries
- Where appropriate supporting Others works with Sharing of *Contractor* Equipment, facilities, services etc.

S810 Communication system

- 810.1 The *Project Manager* shall convene and the *Contractor* shall attend the meetings listed in Table 1 below. The meetings shall be held at locations to be agreed between the *Contractor* and the *Project Manager*.
- 810.2 Other than for Weekly Site Meetings, the *Contractor* prepares an agenda for the meetings and submits them to the *Project Manager* not less than two (2) working days prior to each meeting.
- 810.3 The *Contractor* prepares and issues notes of Progress meetings to the *Project Manager* for acceptance within five (5) working days of the date of the meeting. The meeting notes shall include an abbreviated action list with assigned responsibilities.
- 810.4 For Weekly Site Meetings, the *Contractor* prepares and submits to the *Project Manager*, not later than the Friday preceding the meeting, a three-week rolling programme identifying progress achieved during the current week and planned activities for the subsequent two weeks.
- 810.5 For Progress Meetings, the *Contractor* prepares and submits to the *Project Manager*, not later than two (2) working days in advance of the meeting, a monthly progress report to include the following information:
- Progress report for the period covered by meeting;
 - Actual and Forecast Monthly Expenditure Profile;
 - Programme for the next reporting period;
 - Actual start dates of activities commenced since the previous updates and an explanation for any changes from the approved Scheme programme;
 - Actual completion dates of activities completed since the previous update and an explanation for any changes from the approved Scheme programme;
 - The anticipated period for completion, in working days, for activities in hand;
 - Any change requested by the *Contractor* to the programmed completion date and an explanation for any change;
 - Proposals for retrieving of any slippage to the approved Scheme programme;
 - Design issues;
 - Certificate status;
 - Confirmation of final cost forecast;
 - Payment schedule – agreement of compensation events;
 - Insurance related issues;
 - Sub-Contractors;
 - Quality matters;
 - Safety CDM issues; and
 - Risk register.
- 810.6 The *Contractor* will prepare and submit to the *Project Manager* a daily site report. Daily site reports may include photographic records. The parties acknowledge that a template may be issued by the *Project Manager* setting out the format and content of the daily site report.
- 810.7 The following Electronic Systems will be used for the communication between parties:

Sypro Contract Management	Contract Administration, including: <ul style="list-style-type: none"> • Early Warnings • Compensation Events • Project Managers Instructions (PMI)
---------------------------	--

	<ul style="list-style-type: none"> • Submission and Acceptance of Contract Administration Documents (e.g. Project Management Plans, Quality Management Plans) • Programme submissions • Application for Payment • Completion • General Contract Administration Communication
Microsoft Excel	Shared Database and Management Tool for: <ul style="list-style-type: none"> • CDM/CSM Hazard Management • Requirements Management

810.8 The *Project Manager* shall review and agree the meeting schedule with the *Contractor* as set out in the table below.

The following meetings are those required for this package order.

S815 Not Used

S820 Contractor's application for payment

820.1 The *Contractor's* Application for Payment shall be submitted every 4 weeks as agreed with the Project Manager at the start of the approved programme.

include as a minimum the supporting information detailed in Clause 52.5 and be in enough detail to enable the *Project Manager* to assess the amount due.

The Contractor shall use the activity schedule as the basis for any application for payment, with the format to be agreed with the Project Manager.

Each application for payment should include a summary of the forecast remaining cost to complete the whole of the works in excess of the current Price for Work Done to Date

The Contractor's cost reports shall include as a minimum the supporting information detailed in the Contract and be in sufficient detail to enable the Project Manager to validate the costs.

Such information shall be in sufficient detail to enable the Project Manager to assess and validate the amount due.

The Contractor's final account shall be submitted no later than one month after Completion.

820.3 The Contractor ensures that the amount shown on each invoice submitted to the Client corresponds to the amount shown on the Project Manager's payment certificate. If the Contractor submits an incorrect invoice, the payment may be delayed by the number of days it takes the Contractor to resubmit a correct invoice. If a subsequent pay less notice is given to the Contractor by the Client or the Project Manager in relation to a Project Manager's payment certificate, the Contractor immediately submits either

A credit note for the amount by which the Project Manager's payment certificate has been reduced, or

A credit note for the full amount stated in the Contractor's original sales invoice, together with a new sales invoice for the revised amount due.

820.4 The *Contractor* shall comply with the requirements of Clauses 52.4 and Z25 to allow the *Project Manager* to inspect *Contractor's* accounts and records.

820.5 At the same time as the submission of the Contractor's Final assessment in accordance with the Contract, the Contractor shall submit a data capture report detailing the breakdown of costs between the constituent project elements. The data capture report shall present the information in the format of the Rail Method of Measurement (RMM) and include quantities delivered.

900 Working with the *Client* and Others

905.2 The *Contractor* co-operates with the *Project Manager* and Others by requesting information needed in connection with the works from them.

The *Contractor* co-operates with the *Project Manager* and Others by providing them with the requested information that they need in connection with the works.

S910 Co-operation

910.1 Public and Third-Party Liaison

The *Contractor* shall discuss these with the *Project Manager* at contract start up and progress meetings.

910.2 Value Engineering

The *Contractor* may submit to the *Project Manager* for acceptance, written proposals to change the Scope which, if implemented, will:

- Enhance the quality or durability of the works or
- Improve the efficiency of carrying out the works or
- Reduce the cost or time to the *Client* of constructing or maintaining the works.

The *Contractor* includes within its proposals:

- a schedule detailing the amendments to the Scope arising from its proposal which is prepared in accordance with the Scope
- the effect on the Accepted Programme
- the cost, if any of preparing its proposal

S915 Co-ordination

915.1 The *Contractor* is responsible for the overall co-ordination of the works.

S920 Authorities and utilities providers (including Network Rail)

General

920.1 The *Contractor* shall issue notices to Utility Companies identified in the Site Information as having apparatus within the Site.

920.2 The *Client* is responsible for placing orders and paying the Utility Companies' allowable costs. All Utility Companies' works will be ordered in advance where appropriate by the *Client*.

920.3 The *Contractor* shall assist with any necessary audits of Utility Companies' invoices relating to works undertaken within the *working areas* when requested by the *Client*.

920.4 The *Contractor* is responsible for the co-ordination and programming of the Utility Companies' work. The *Contractor* shall be responsible for determining the commencing levels required for diversions, site clearance requirements, setting out requirements and access requirements.

Software (Access, licences, maintenance and training)

1010.4 Access to or the licences for the following software and programmes will be made available to the *Contractor*. The *Client* will provide training and maintenance where required.

- Sypro Contract Management Platform

S1100 Health and safety

1100.1 Health and Safety Generally (Clause 27.4)

The CDM *Client* role as defined under the CDM 2015 Regulations is undertaken by the *Client*.

The Principal Contractor role as defined under the CDM 2015 Regulations is undertaken by the *Contractor*.

Where Others are working on a part of the site and are also appointed as Principal Contractor under their contract, the *Project Manager* shall designate which organisation is to fulfil the role of Principal Contractor in respect to which part of the site.

The Principal Designer Role as defined under CDM 2015 Regulations is undertaken by TfW.

The *Contractor* is referred to the Pre-Construction Information which provides the *Client's* management requirements and the environmental restrictions that exist on site risks, significant design and construction hazards and information relating to the Health and Safety File.

The *Contractor* complies with all health and safety constraints and requirements detailed in the Pre-Construction Information and Construction Phase Plan.

The *Contractor* takes full cognisance of the Pre-Construction Information and will take full cognisance of the Construction Phase Plan in the planning and implementation of its Health, Safety and Environmental management processes for the contract.

The *Contractor* notes that the hazard information provided within the Pre-Construction Information represents hazards known and identified by the *Client* prior to tender. The *Contractor* continues to actively seek out and identify further potential hazards during the tender, design and implementation stages and makes allowance for the mitigation or avoidance of same in its planning and execution of the works.

1100.3 Health and Safety File

The Health and Safety File will be produced by principal designer on receipt of O&M, which is to include all red line drawings.

The Health and Safety File should contain information needed to allow future construction work, including maintenance, alterations and demolition to be carried out safely. The level of detail should be sufficient to allow the likely risks to be identified and addressed by those carrying out future work.

It is the responsibility of the *Contractor* to ensure the Health and Safety File is started during the pre-construction phase if one does not already exist. The *Contractor* and other duty holders are required to provide relevant documentation for incorporation into the Health and Safety File.

1100.4 Site safety rules, procedures and goals

Safety Goals

- To complete the project with zero accidents and zero harm, whilst complying with all milestones set up at project level
- To reduce the impact that others have on the safety of our people by ensuring compliance with CDM Regulations by both internal and external parties
- To achieve a sustainable working time ethos throughout the business to support the health & safety of all our people
- To embed a culture of responsibility and ownership that enhances H&S performance.
- Consider the impact of our works on neighbours and the public

- Inform, respect and show courtesy to those affected by the work

When appointed as PC the *Contractor* complies with any relevant statutory law. The *Contractor* complies with the *Clients* Safety Management System and any other safety related documents that are issued by the *Project Manager*

The *Clients* site safety rules and procedures are a set of instructions, which set minimum standards that *Contractors* must meet when working on site.

The appointed Contractor is to cascade the *Client's* Life Saving Principles/Behaviours through Toolbox Talks and Briefings (**Appendix 4**).

1100.5 Site/Compound location to be proposed by the Contractor and agreed with the Client.

1100.6 Permits to Work

The appointed *Contractor* will be required to operate their own permit to work systems. All permits to work must be issued, authorised and checked in accordance with the Principal Contractors procedure and contain appropriate control measures. The appointed *Contractor* is also responsible for reviewing and checking the risk assessments for the high-risk work requiring permits, to ensure they are suitably developed prior to confirming the works can proceed.

1105 Health & Safety requirements

1105.1 A copy of the designer's hazard record is included as part of the design pack. This sets out the hazards identified during the design phase and the design measures taken to eliminate or reduce the hazard.

1105.2 The *Contractor* shall consider all potential construction hazards and review previously identified hazards. All known identified risks and hazards shall be integrated into the Construction Phase Plan.

1105.4 The *Contractor* immediately reports to the *Project Manager* details of any incidents, accidents, near misses or dangerous occurrences connected with the *Contractor works*.

1105.5 The *Contractor* shall implement investigations into all accidents and incidents. The close call occurrences, accidents and incidents shall be reported directly into the electronic reporting system by the *Contractor* with as much information as possible.

1105.6 The *Contractor* and *Sub-Contractor* engaged to Provide the Works are responsible for reporting their own accident statistics to the HSE in accordance with the RIDDOR 2013 Regulations but will be required to submit a copy to the HSEQ team as a record that the required reports have been submitted.

1105.7 A copy of Form F2508 (and F2508A, in the case of a specified disease), shall be supplied to the Safety team as a record that the form has been submitted.

1105.8 All detailed health and safety plans must be included with the project Construction Phase Plan (CPP)

1105.9 The *Contractor* operates an occupational health management system in line with the HSE construction occupational health management model.

1105.10 Before commencing the construction phase of the *works*, the *appointed Contractor* confirms to the *Project Manager* that adequate welfare facilities are in place.

1105.11 The Accident/Incident records must be available upon request.

Behavioural Safety / Communications

1105.12 The *Contractor* is to adopt the principles of behavioural safety as a means of encouraging a culture which accepts constructive feedback and coaching to improve safe behaviour.

1105.13 Following the award of the Contract, the *Contractor* shall convene and attend the meetings as set out in WI 810 of the Scope. The meetings shall be held at locations or via Teams to be agreed between the *Contractor* and the Project Manager.

1105.14 The *Contractor* is to attend the meetings and discuss:

- Health and Safety Trends
- Inspection Results
- Close Calls
- Incidents and action plans
- Look Ahead to upcoming work

This list is not exhaustive

1105.15 Fire Precautions, Emergency Procedures and Means of Escape

The *Contractor* will be required to provide suitable and sufficient fire extinguishers commensurate with the risk of fire associated with the work carried out on the *Contractor* work site.

It is the responsibility of the appointed PC to ensure that emergency escape routes are provided and maintained along with muster points.

1105.16 Drug and Alcohol Policy

The *Contractor* does not allow any employee or subcontractor to work within any of its offices or at any location at which they are engaged to carry out work while their performance is impaired by the misuse of alcohol, drugs or legal highs.

All staff and Contractors should be available to undergo a 'for cause' test in situations where their fitness for work is believed to be compromised by use of alcohol or drugs.

The *Contractor* ensures that it and its *Sub-Contractors'* employees are aware of and will agree to undertake a drugs and/or alcohol test in any of the following circumstances:

- As part of a random testing programme being carried out by the *Client* or.
- Where in the opinion of the Project Manager, an *Contractor's* or *Sub-Contractor's* employee may be unfit to work or is demonstrating unusual or uncharacteristic behaviour.

Where the *Contractor's* and *Sub-Contractor's* employee fails a drugs or alcohol test, refuses to take such a test, or has been caught in possession of, distributing, or selling illicit drugs, the Project Manager may require the *Contractor* to exclude the individual from the site and replace them with a person of equivalent skills and competences. Before the commencement of a drugs and/or alcohol test, the *Contractor* or Sub-Contractor ensures that its employees disclose, to the collecting officer, whether they have been on any medication which could be relevant to the test.

1105.17 Running lines and Any Line Open (ALO) Working

The appointed Contractor shall comply with appendix 3 of the COP0032 Issue 3 Code of Practice for Plant Any Line Open (ALO). The Code of Practice provides guidance on how to safely manage Plant ALO working and covers activities undertaken on the rail infrastructure where plant could foreseeably foul lines open to traffic.

The Code of Practice covers all activities carried out by On Track Plant (OTP), civil construction plant and On Track Machines (OTM), including repair and maintenance.

The appointed Contractor shall refer to the Sectional Appendix for information about running lines and when planning works and shall take cognisance of:

- Line speed
- Rail gradient and Cant of the location where the work is taking place if the use of On Track Machines/Plant is required.
- Any points or rodding

If it is anticipated that the *Contractor* works or that of other *Contractor's* has the potential to foul lines open to traffic, the appointed Contractor will manage this risk and make sure that when planning access for ALO work and the work itself the principles of prevention are followed:

When selecting a method of work, provide a risk assessment to determine the level of risk is acceptable and that the controls implemented reduces the risks so far as is reasonably practicable. Further guidance is available via the Network Rail "Guidance for Managing Plant Working next to lines open to traffic V2"

- Network Rail ALO Toolkit
- The Open Line Working Policy Wales and Borders Rail Service and South Wales Metro Open Line Working Policy, version 1, date: 07/04/2020

S1110 Method statements

- 1110.2 The *Contractor* prepares WPPs and risk assessments for the control of specific Site risks. The *Contractor* submits high risk WPPs and risk assessments to the *Project Manager* for acceptance a minimum of 21 days prior to undertaking the works.

The *Contractor* ensures that each method statement and risk assessment show:

- The name of the CEM.
- That it has been signed as approved by the CEM or a formally delegated suitably qualified person (e.g. CRE) before submitting it to the Project Manager.
- Date and Time WPP were submitted to the Project Manager.

Within the 10-day period for reply from the *Contractor* submitting a WPP or risk assessment to them for acceptance, the *Project Manager* and or Contractor either accepts the WPP or risk assessment or notifies the *Contractor* of its reason for not accepting it.

A reason for not accepting a method statement or risk assessment is that:

- It is not practicable
- It does not represent the *Contractor's* method realistically
- It is not Site-specific,
- It is unclear,
- It is overcomplicated,
- It does not identify who's at risk,
- It does not identify the Equipment needed for safe working
- It refers to out of date legislation
- It does not include a risk matrix
- It does not include the Site rules
- It has not been signed as approved, and/or dated, by the CEM (or a formally delegated person), or
- It does not comply with the Scope.

The *Contractor* submits a revised WPP or risk assessment to the Project Manager for acceptance:

- If the previous version has not been accepted for one or more of the reasons stated above
- If they choose to change the method of working stated in the accepted WPP
- When the *Contractor* chooses to and, in any case,
- When instructed by the Project Manager.

1110.3 Task briefing sheets are to be produced for all activities and are to be site and time specific. All task briefing sheets shall reference as a minimum the following:

- Project ID
- Date and timings of the works
- Brief description of and management of task
- Handover and hand back arrangements
- Control of site and activity risks
- Resources required to undertake the task
- Site details:
 - Location of the works
 - Safe access/egress points
 - Workforce protections arrangements
 - Safeguarding of others from the works
 - Permits required
 - Plant and machinery movements
 - Communication method and key contacts
 - Emergency arrangements
 - Welfare arrangement
 - POWRA risk assessment proforma

S1120 Inspections

1120.1 In line with their assurance plan, the *Contractor* is to carry out health, safety and environmental inspections on work being undertaken and the worksite including equipment and keeps records of its inspections.

All health, safety and environmental inspections are to be carried out by a competent person.

The *Project Manager* may inspect the *Contractor's* health and safety records at any reasonable time. The Project Manager may, at any time, request to audit the Contractors health and safety procedures for the project.

The *Contractor* is to report trends from inspections, accidents and incidents to the Project Manager on a periodic basis including corrective actions.

The *Contractor* is to use the 'Close Call' process and procedure via the Client's close call procedure and record all Close Calls witnessed on the project.

The *Contractor* must demonstrate that its assurance activities cover the breadth of its work and are risk based.

S1125 Deleterious and hazardous materials

1125.1 any products or materials which are generally known within the construction industry to be deleterious at the time of specification or approval in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with:

- Section 2 of the British Council for Offices / British Property Federation report entitled "Good Practice in the Selection of Construction Materials" (current at the time of specification, authorisation or use);
- relevant International Standards, British Standards or European Standards or Codes of Practice and general good building and engineering practice;
- any publications of the Building Research Establishment related to the specification of products or materials; or
- the Standards (if the Standards are applicable to the Works), all Applicable Law, statutory requirements, the Sustainable Development Plan and the instructions of the Employer.

S1130 Pre-Construction Information (UK specific, CDM Regulations 2015)

- 1130.1 The Pre-Construction Information pursuant to Regulation 11 of the Construction (Design and Management Regulations) 2015.

S1200 Subcontracting

Refer to the Contract

S1210 Acceptance procedures

1210.1 Refer to the Contract.

S1215 Competence

1215.1 The *Contractor* ensures that its employees and those of any Sub-Contractors employed by them are competent to carry out work assigned to them. The *Contractor* and its Sub-Contractors produce and maintain records of their assessments of the competence of all persons to be employed on the Contract.

The *Contractor* maintains competency records for safety critical staff or any individuals that have the ability to affect the railway through design, manufacture, installation and operation to confirm their accuracy and retains them in the *Contractor's* site office whilst the employee or Sub-Contractor's employee concerned is on Site for the purposes of the Contract.

The *Contractor* agrees that the *Project Manager* may examine any such records in order to satisfy themselves of the adequacy of the *Contractor's* compliance with these requirements.

Where the competency records are considered unsatisfactory the *Contractor* takes such action as the *Project Manager* instructs to validate that the work in hand, and work previously completed, by the individual(s) concerned is in accordance with the specifications and designs defined by the Scope.

S1300 Title

S1305 Marking

1305.1 To prepare Equipment, Plant and Materials which are outside the Working Areas for marking by the *Supervisor*, the *Contractor* marks the Equipment, Plant and Materials in the location they are stored to show that their destination is the Working Areas and that they are the property of the *Client*, provides to the *Supervisor* evidence that the title to the Equipment, Plant and Materials has passed to the *Client* and a schedule identifying the location they will be stored in until they are brought to the Working Areas and giving the value of each item of the Equipment, Plant and Materials Plant or Materials stored.

S1310 Materials from excavation

1310.1 The removal of any excavated material will be managed by the *Contractor*.

1310.2 All materials arising from the *Contractor's* excavation activities shall remain the responsibility of the *Contractor* to manage.

1310.3 The *Client* may instruct the *Contractor* to retain materials on site at a mutually agreed safe location.

S2710 Drawings

2710.1 Designs contained within Appendix 2

Appendices to the Scope

Appendix 1 -	Station Toolkit
Appendix 2 -	Approved Drawings
Appendix 3 -	Station Lease Plans
Appendix 4 -	Client Policies & Procedures
Appendix 5 -	AMP Templates
Appendix 6 -	Shotton Condition Surveys
Appendix 7 -	O&M Template
Appendix 8 -	Ellipse Template
Appendix 9 -	CPP & WPP