

# Appendix B

## Procurement Strategy

How the scheme would be implemented

Version dated 31 August 2011

## Version Tracking

<b>Version</b>	<b>Date</b>	<b>Reviewer</b>
v2.0	July 2011	Lesley Muir (Halcrow)
v2.1	August 2011	Alex Fear

## 1.1 Introduction

The detailed design and construction of WP1 is a significant project requiring a robust procurement strategy to deliver the constituent parts of WP1 in a timely, efficient, safe and cost effective manner.

This report sets out the key requirements and assumptions for procurement of WP1. Consideration is given to each of the available procurement options and the development of the preferred strategy is described.

## 1.2 Approach

For the purpose of this report, the scheme is described in terms of 5 separate project elements as follows:

1. M5 Junction 21 Improvements;
2. Queen's Way Bus Link ;
3. Elmham Way Bus Priority ;
4. Town Centre Gateway & Drove Roundabout; and
5. Worle Station Improvements.

The report considers each project element as follows:

- Section 1.3 **Background, construction risk and Procurement Requirements** – Describes the background to the project element and identifies specific risks, requirements and assumptions that are relevant to the development of the procurement strategy
- Section 1.5 **Packaging** – Whether there are advantages in procuring elements separately or as one package.
- Section 1.6 **Design Responsibility** – How the design work should be procured.
- Section 1.7 **Contractor Selection** – Sets out the proposed process for contractor selection
- Section 1.8 **Form Of Contract** – Considers which form of contract is most suitable for this work

The proposed outline procurement approach for WP1 is then set out in section 1.9.

## **1.3 Background**

### **1.3.1 Element 1, M5 Junction 21: Scope of project**

M5 Junction 21 has an estimated value in the region of £4M. It comprises a number of parts to be funded from a range of sources as follows:

- Widening of the southbound off-slip (DfT funding bid);
- Widening of the A370 (east) approach (DfT funding bid);
- Widening and/or marking out 3 lanes on the roundabout and on into Weston on the A370 (DfT funding bid);
- New traffic signals (Not part of scheme but funded separately by HA); and
- Gyrotory maintenance upgrade (Not part of scheme but funded separately by the Council).

Those elements not funded as part of the package are being procured for delivery at the same time as the WP1 scheme. This takes advantage of the opportunity to minimise impact on the network. WP1 is not dependent on either of those elements being funded or delivered.

### **1.3.2 Element 1, Construction Risks**

Apart from the usual risks associated with construction projects (as addressed in published conditions of contract) the following specific construction risks have been identified for this project:

- Work being carried out on assets owned by the HA;
- Work being carried out for the HA under other contracts at the same time as the project;
- Departures from Standards need to be agreed with the HA;
- Traffic management and safety of road users requiring less daytime work than anticipated taking place;
- Badgers on or near the south east and south west sectors of the Site. (Note that investigations are ongoing following which a strategy will be developed to eliminate or mitigate the effect of this risk);
- Ground conditions in the south east and south west corner. (Note that a geotechnical investigation will be underway shortly to examine these areas);
- NRTS Station and associated cabling linked to inner gyrotory widening to accommodate additional circulatory lanes; and

- Contractor's workload priority. Need to ensure that the M5 Junction 21 Project is given high priority to ensure delivery in line with programme.

Construction risks would be addressed by works information, the use of secondary options and by further investigation where appropriate.

### **1.3.3 Element 1, Requirements and Assumptions**

The following issues are relevant to the procurement consideration of this project:

- The HA requires that works affecting HA assets be carried out either by a contractor appointed by the HA under the Asset Support Contract (ASC) or by a contractor who is appointed under a tender process which meets the requirements of the HA;
- If works are carried out under the ASC, arrangements need to be in place to ensure that the Council does not become liable for VAT;
- The most important criterion is to obtain value for money;
- DfT funding will be fixed so price certainty is also important;
- Due to the constraint on the DfT component of the funding, there is an overall requirement that all work must be completed by March 2015;
- The contract should allow collaborative working with the Contractor; and
- Provision needs to be made for seasonal/night-time and event related traffic embargos made on behalf of both the Council and the HA.
- The Council has established a successful working and implementation partnership with the Highways Agency (HA). This has been recently demonstrated in the successful delivery of improvements in and around J19 of the M5; where circulatory, signal and approach road improvements have been undertaken jointly to time and budget.

## **1.4 Elements 2-5**

### **1.4.1 Elements 2-5, Scope of Projects**

With the exception of Town Centre Gateway and Drove Roundabout, the projects are at different locations across Weston. However given the tight timescale for project delivery they require co-ordination to minimise traffic management on the strategic network. The scope of work for each project is described below:

- **Queen's Way Bus Link** comprises a new dedicated bus lane to link Queensway and Commercial Way and significant improvements to the bus set down facilities on the existing road; and
- **Elmham Link Bus Priority** comprises new dedicated bus lanes, signal junctions and traffic management on the existing road.
- **Town Centre Gateway** comprises dualing of the existing two-lane approach with associated intermediate signal junctions and a new roundabout. It also includes conversion of one-way road to two-way and the installation of a bus only section and new roundabout exit;
- **Drove Roundabout** comprises widening to an existing roundabout at the end of the Town Centre Gateway including a new bus lane and upgrade of existing signal crossings;
- **Worle Station Improvements** comprise a new station car-park and bus interchange with associated lighting, shelters and landscaping works, together with modifications and improvements to the existing car park to the north of the station;

The works for each of the above comprise conventional highway works and no specific technical difficulties have been identified.

All of the above projects are to be funded by the combined DfT/Local Authority/3<sup>rd</sup> party funding package.

#### 1.4.2 Elements 2–5, Construction Risks

Apart from the usual risks associated with construction projects (as addressed in published conditions of contract) the following specific construction risks have been identified for these projects:

- Hazardous contaminated materials – affects Drove Roundabout and potentially Town Centre Gateway. (Note that an investigation has been carried out to examine these areas);
- Interfaces with Network Rail and First Great Western – affects Worle Station Improvements; and
- Traffic management and safety of the public and road users –affects all projects.

Construction risks would be addressed by works information, the use of secondary options and by further investigation where appropriate.

### **1.4.3 Elements 2–5, Requirements and Assumptions**

The following issues are relevant to the procurement of Elements 2–5:

- The most important criterion is to obtain value for money;
- DfT funding will be fixed so price certainty is also important;
- The project has been developed to maximise spend in the current spending review period by March 2015;
- There is to be a specific sequence in which the above projects are to be carried out;
- There are requirements precluding certain projects from being carried out in tandem with each other due to strategic network considerations;
- A system of collaborative working with the Contractor is desirable so that any traffic management or other local issues can be dealt with in a timely and cost effective way;
- Provision will need to be made for seasonal and event related traffic embargos;
- Specific traffic issues during construction relating to Hans Price Academy (affects Town Centre Gateway) will need to be taken into account; and
- It may be desirable for these projects to be carried out as part of the West of England Office Procurement process.

## **1.5 Packaging**

### **1.5.1 Single Procurement Option**

Consideration of a single procurement option for all WP1 project elements was the starting point for the procurement option assessment.

This is considered more fully below.

### **1.5.2 Element 1, M5 Junction 21 Project**

The strategic importance of the M5 Junction 21 to both the Council and the HA needs to be fully integrated into the decision making process of the contractor. The HA specific procurement requirements also need to be reflected in this single element and not confused with other non HA asset work.

Consideration was given as to whether this element should be procured separately or together with the other projects.

### *Procure Element 1 separately*

Separate procurement of Element 1 would limit the scope of work which would be subject to the HA specific procurement requirements. Hence the other projects could be procured to suit the Council's own requirements.

Element 1 will be carried out either under the ASC or by a contractor procured under procedures which meet the requirements of the HA. It is not clear at this time whether the ASC could be used to procure the other projects. This would depend on the terms of the ASC framework. In any event, the HA procurement procedures may not provide the best value for money to the Council for the other projects, because:

- The other projects are in a different location;
- The other projects have no interface with HA assets; and
- The other projects have different construction risks associated with them.
- The combined contract may exceed the £10M contract limit of the ASC.

### *Procure Element 1 under combined contract*

If Element 1 were procured together with the other projects, there may be potential to share the cost of the Contractor's facilities and preliminary items. There would also be savings in administering the contractor selection process and managing the contract.

### *Separate versus combined contract*

The procurement of Element 1 is required to satisfy the HA procurement procedures due to the work on and interface with HA assets. If the ASC is used there will be a further advantage to the Council of mitigating traffic management risks and sharing traffic management costs with other HA projects. None of these requirements or advantages will apply to the other projects.

Consequently, procurement of the other projects in a combined contract with Element 1 may not provide the best value for money for the Council as the ASC contract will reflect the risks and increased costs associated with working in a motorway environment.

There will be some cost savings available from a combined contract, particularly in respect of tender administration and contract management. However, it is considered that these savings are unlikely to be offset by the potentially more expensive and less flexible combined contract which complies with HA procurement procedures.

The advantages and disadvantages of the two approaches are summarised in the table below.

	<b>Separate contract for Element 1</b>	<b>Combined contract for Element 1 with other projects</b>
Cost effective procurement approach?	Yes	Yes for Element 1 but may not be for the other projects
Potential to procure under the ASC?	Yes	Unlikely as the ASC contract focussed on HA asset work
Flexible approach?	Yes	No
Facility to share costs between projects?	No	Possible
Reduce preliminary and set-up costs?	No	Possible
Reduce contract costs and administration?	No	Yes

Because of its location and interface with HA assets and in consideration of the construction risks identified in 1.3.2, the previous M5 J19 work experience and the ability to minimise HA review costs it is considered best value for money if Element 1 is procured separately from the other WP1 project elements.

### 1.5.3 Elements 2–5

Options considered for packaging the other projects are summarised in the table below and discussed in more detail in the following paragraphs.

	Four contracts	Two or three contracts	Single contract
Permits phased award of individual contracts?	Yes	Some	No
OJEU process mandatory?	Not likely	Possible	Yes
Local SME eligibility?	Yes	Possible	Unlikely
Flexible approach?	Yes	Some	Some
Facility to share costs between projects?	No	Some	Yes
Minimise preliminary and set-up costs?	No	Some	Yes
Minimise client contract costs and administration?	No	Some	Yes

#### *Procure each project separately*

There would be four separate contracts. The award of contracts could be phased to suit the availability of funding. The design work could also be phased to meet this programme. As the value of individual contracts would fall below the financial threshold of the Public Contracts Regulations 2006 (the “Regulations”), the selection of contractors would be simplified. Local small and medium size contractors are more likely to be eligible to bid for smaller value contracts which would improve local employment opportunities. Procurement under separate contracts would also give improved flexibility in the event that the timing or scope of individual projects need to change to accommodate changes in circumstances or requirements.

The disadvantage of having four separate contracts is that there would be little scope to share the costs between projects. Costs which could potentially be shared include: contractors’ facilities and preliminary items, administering the contractor selection process and contract administration.

### *Procure some projects together*

Depending on the combined value of the package, many of the advantages of separate procurement could still be realised if some of the projects were grouped together. It would be feasible to do this due to the similar nature of the work across all projects.

Grouping some of the projects together would also allow for some costs to be shared between projects.

### *Procure all projects as a single package*

The advantage of procuring all four projects together is that it would maximise the available savings in the cost of the Contractor's facilities and preliminary items. There would also be savings in administering the contractor selection process and managing the contract.

It is accepted that the single contract approach may preclude local small and medium size contractors from bidding. It is considered however that local firms with appropriate skills and experience would be well positioned to be appointed as subcontractors as has happened previously in the region.

Planning and design is progressing and is expected to be completed in time to allow all projects to be tendered together. It is understood that funding will be available from DfT to meet an agreed spend profile so there would be no advantage in phasing the contract award to ease programming. Any required sequence and constraints that do arise in terms of programming can be included in a single contract by means of sectional completion and access dates.

A single contract approach is less flexible than a multi-contract approach but does offer greater flexibility between the various project elements being delivered. Therefore it is considered that the benefits outweigh this potential disadvantage and overall a single contract approach would give the best value for money.

### *Procure as part of the West of England Office Procurement process*

Consideration was given as to whether there would be further cost savings if the projects were procured as part of the West of England Office Procurement process. The Weston Package is very different in nature to the other work being procured under this process and hence it seems unlikely that significant cost savings would be realised. A further issue is that the planned programme for the projects is incompatible with the programme for the West of England Office Procurement process. It was therefore concluded that this would not be a suitable vehicle under which to procure the projects. As part of the joint procurement delivery workstream this approach will continue to be reviewed in light of potential linkages with the other schemes and whether advantage can be taken of cost savings or delivery benefits.

#### **1.5.4 Summary: Packaging**

In view of its location and interface with Highways Agency assets and in full consideration of the detailed construction risks in 1.3.2 it is suggested there should be a separate strategy for the procurement of Element 1, M5 Junction 21 Improvements. This would also continue and develop the excellent working relationship between the HA and the Council most recently demonstrated on the M5 J19 project.

In view of the options assessed and considered in 1.5.3 and the construction risks detailed in 1.4.2 the preferred procurement option that would achieve the most advantages for Elements 2–5 would be to package them together and procure as a single contract rather than separately or grouping some of them together.

Neither Element 1 or Elements 2–5 would benefit from being procured under the West of England Office Procurement process.

#### **1.6 Design Responsibility**

##### **1.6.1 Contractor Design Involvement**

Depending on the type of project and the particular circumstances, there can be advantages in involving the contractor in project design. The following aspects were considered in respect of Element 1 and Elements 2–5:

- Whether there is scope for contractor innovation;
- Whether there are buildability issues; and
- Whether there are programme advantages in having the contractor prepare or develop the design based on specified performance criteria.

##### **1.6.2 Element 1: M5 Junction 21 Project**

The project comprises conventional highways improvements works together with gyratory maintenance works and MOVA signal control installation.

The design phase has included significant innovation in terms of both value engineering and optioneering to enable the most cost effective solution to be developed. There is little scope for fundamental contractor innovation.

A significant proportion of the works are on HA assets so will need to comply with HA standards and any departures from these standards would need prior approval by the HA.

There are no known buildability issues but the works require a seamless team approach to delivery between North Somerset Council, the HA and the contractor. Cost effective and efficient working on the HA network will require all parties to have a high level of HA network knowledge.

The current programme allows for detailed design to be completed prior to contract award so there are no programme advantages in having the contractor carry out the design.

### **1.6.3 Elements 2–5**

The works are conventional highways improvements works.

The design phase has included significant innovation in terms of both value engineering and optioneering to enable the most cost effective solutions to be developed. There is therefore little scope for fundamental contractor innovation.

There are no known buildability issues. However, it is recognised that a contractor's input is essential to ensure project timelines are deliverable and efficiencies in construction are fully utilised.

To enable potential contractors to demonstrate their added value to the project delivery it is proposed to include within the pre-qualification questionnaire items relating to the project element delivery timelines and inter-related efficiencies which they feel they can bring. This would be further developed at the tender stage and through to appointment of the successful contractor.

As with the M5 Junction 21 Project, the current programme allows for detailed design to be completed prior to contract award so there are no programme advantages in having the contractor carry out the design.

### **1.6.4 Summary: Design**

It is considered that there would be no advantage in involving the contractor in the design of either Element 1 or Elements 2–5. The detailed designs will be prepared by North Somerset Council and its consultants. North Somerset Council (the Council) has already undertaken competitive (OJEU) tendering processes for design services for typical engineering projects.

## **1.7 Contractor Selection**

### **1.7.1 Element 1: M5 Junction 21 Project**

The contractor will be selected to meet the HA criterion of using either a contractor appointed under the Asset Support Contract (ASC) or one appointed under a tender process which meets the requirements of the HA.

The two most likely options are discussed below.

#### *Appointment of ASC contractor*

The principle of appointing a contractor under the ASC has been approved by the North Somerset Council procurement officer. The OJEU procurement level has been confirmed at £10m. Confirmation of VAT liabilities is still required

but a similar arrangement to that previously used on joint M5 J19 procurement is envisaged.

The ASC is currently out to tender and is a framework contract between the HA and the successful tenderer. It provides a facility for local authorities to enter into individual contracts (task orders) with the successful tenderer through the ASC framework.

Appointment through the ASC would provide a number of benefits. The most significant is that the same contractor would be responsible for all work being carried out on and adjacent to the junction. Hence interface risks would be eliminated. There will also be cost savings due to shared traffic management and preliminary items and a shared CDM Co-ordinator. As this would effectively be a single tender action with no need for a separate prequalification procedure, the cost of administration of the contractor selection process will also be reduced.

Other benefits include the use of an intelligent knowledgeable contractor working on the HA asset with efficient streamlined management functions and single points of contact.

A potential disadvantage of this approach is that there will be no additional North Somerset Council applied competitive element in pricing this package. However, the ASC itself will be awarded as the result of a competition and hence it is expected that the rates and prices would reasonably reflect the market conditions.

It is considered that appointing the contractor under the ASC would give the best value for money overall due to the elimination of the interface risks, reduction in site overheads and reduced project management and administration costs.

#### *Appointment under separate procedure*

The ASC framework is setup in such a way that it can be made available to Local Authority clients but if an unknown reason arises which means the ASC cannot be used, this package would need to be procured separately.

The Regulations will apply because the estimated value of the contract (for the whole of the works including non WP1 work) of £5M is above the current threshold of £3.9M. In accordance with the HA and the Council preferred approach, procurement would be under the Restricted Procedure. This involves prequalification to produce a shortlist of contractors who would be invited to tender for the work.

The prequalification procedures and tender documentation would need to meet the approval of the HA. The HA will require its own model documentation and procedures to be applied. The cost of the delay and additional work arising in this case is included in the risk register (C22).

### 1.7.2 Elements 2-5

The estimated value of Elements 2-5 is around £6M. This exceeds the threshold of task orders that can be let under the existing Council framework contract for highway improvements and road maintenance.

Hence these elements would need to be procured under a separate competitive process. Due to the value, the Regulations will apply and in accordance with the Council preferred approach, procurement would be under the Restricted Procedure. This involves prequalification to produce a shortlist of contractors who would be invited to tender for the work.

Prequalification procedures will be based on the Council standard procedures which examine the financial and technical capacity of applicants to carry out the work. The procedures are robust and transparent and comply with the Regulations.

#### **Price/quality split**

The council can in line with normal practice assess tender responses on price alone or as part of a price/quality split i.e. most economically advantageous.

A price/quality ratio for evaluating the tender responses has been considered. This will vary according to the requirement, and there is no fixed ratio. For example, where the goods required are identical and can be obtained from a number of suppliers, the only decision criterion is likely to be price, and the cheapest supplier should be awarded the contract. In general, the tighter the tender specification is drawn, the more emphasis there will be on price. Where it is more difficult to state exactly what is required and similar solutions can be offered, all of which are capable of meeting the requirement, the element of quality in the evaluation process will be more significant.

Elements 2-5 comprise standard civil engineering works, there will be a tight tender specification and significant design and option assessment work has already undertaken.

The pre-qualification assessment criteria is robust and will ensure that prospective contractors fully appreciate the Council's requirements with regard to methodology, programme, equipment and resources, health and safety. This will allow contractors to demonstrate their added value and to ensure the Council can be confident that contractors understand and appreciate the scope and risks of the various project elements.

It is therefore proposed that tenders will be assessed on a price only basis. The tender evaluation procedures will be fully compliant with the Regulations.

### **1.7.3 Summary: Contractor Selection**

The preferred option is for Element 1, M5 Junction 21 to be let to the ASC contractor if possible. If this is not possible it will be let in accordance with the Restricted Procedure of the Regulations using procedures and documentation approved by HA.

Elements 2–5 will be let in accordance with the Restricted Procedure of the Regulations using North Somerset Council's own standards and procedures.

## **1.8 Form of Contract**

### **1.8.1 Element 1: M5 Junction 21 Project**

Whether the ASC framework can be used or the works need to be tendered it is understood that the HA requirements are that the Engineering and Construction Contract (ECC3) is used and that there will be a choice between Option A and Option C.

The preference would be Option A for the same reasons as given in the discussion below in relation to Elements 2–5.

### **1.8.2 Elements 2–5**

A published form of contract would be used to procure the works. These forms are based on an allocation of risk generally accepted in the industry. The published forms can be amended to suit the project and the needs of the Council. Any changes would be kept to a minimum in order to attract the most competitively priced bids.

#### *ECC versus ICE form of contract*

For civil engineering works in the UK, there are two main forms of contract; the traditional Institution of Civil Engineers Conditions of Contract (ICE) or the modern Engineering and Construction Contract (ECC3). Both would be suitable for Elements 2–5.

ECC3 has advantages over ICE in that:

- It promotes a partnering culture by encouraging co-operation rather than confrontation;
- It is proactive rather than reactive;
- It is clear, flexible and simple to use;
- It has a more rigorous approach to the evaluation of claims;
- It has incentives available to complete on time and below budget by the use of Options;
- It is the first contract of choice of many UK promoters, especially in the public sector, and so contractors are experienced in its use; and

- It is the only UK contract which the Office of Government Commerce endorses for use on public sector construction projects.

Based on the above the preference is to procure the works using ECC3.

#### *ECC3 main payment Options*

The main payment Options available under ECC3 as set down below were considered for this package.

Option A – Priced contract with activity schedule

Option B – Priced contract with bill of quantities

Option C – Target contract with activity schedule

Option D – Target contract with bill of quantities

Option E – Cost reimbursable contract

Option F – Management contract

**Option A** is, in effect, a lump sum contract. The Contractor splits the scope of the work into activities and prices each activity. The Activity Schedule is used for stage payment purposes only and an activity is paid for only when it is complete. When comparing tenders, the significant amount is the total of the prices in the Activity Schedule rather than amounts for individual activities.

**Option B** is essentially a re-measurement contract. The Contractor inserts rates and prices against items in the Bill of Quantities in the tender documents. The Bill of Quantities is used only for payment purposes and it is only used to value “compensation events” (Employer’s changes or Employer’s risk events) where both parties agree. The Employer carries additional risks in relation to any errors in the descriptions or significant changes to the quantities of items in the Bill of Quantities. This Option only offers value for money where the quantities are uncertain and so there is benefit in re-measurement (such as where there is a substantial component of earthworks). For the works in question the quantities are largely known and therefore it is not recommended to pursue this option further.

**Option C** is similar to Option A except that in this case the total of the Prices in the Activity Schedule is the target cost. The Contractor aims to complete the work at or below the target cost. The target cost will only change if there is a compensation event. The Contractor is paid for everything that he does (calculated by applying a mechanism set out in the contract) plus a percentage fee. When the Contractor’s final costs are known, these costs are compared with the target cost. The Contractor and the Employer share the difference between the Contractor’s costs and the target cost in a pre-agreed proportion. The proportion would normally be banded.

**Option D** is similar to Option C except that the Contractor completes a Bill of Quantities instead of an Activity Schedule. As with Option B, the Employer carries additional risks in relation to any errors in the descriptions or

significant changes to the quantities of items in the Bill of Quantities. For the same reasons as for Option B, it was decided not to recommend this option.

**Option E** is not considered appropriate for this package because it does not offer value for money or cost certainty.

**Option F** is not suitable for use with the proposed contractual arrangements.

It was agreed that only Options A and C (the contracts with an activity schedule) would be appropriate for this package and these options were examined in more detail.

#### *Option A versus Option C*

The decision between Options A and C is a trade-off as summarised below:

**Option A** – better price certainty, (although compensation events tend to be more expensive) and cheaper contract administration; no potential savings or cost over-runs.

**Option C** – less price certainty and more expensive contract administration; potential for cost savings and cost over-runs.

In summary, Option C is a higher risk approach, more expensive to administer and with potential for savings and cost over-runs, whereas Option A has better cost certainty but no potential for savings.

#### *Recommendation for main payment option*

The Weston Package is to be funded from a fixed amount by DfT. Value for money is an important criterion but in this case, cost certainty following award of the contract is even more important. This is because any cost over-runs would have to be funded by North Somerset Council.

Option A is a fixed price contract. The price will only change if there are compensation events. Option A gives better cost certainty than the other main payment options and is therefore recommended for Elements 2–5.

#### *Secondary Options and additional conditions of contract*

A decision needs to be made on the requirements for secondary options (X1 to X20) and on any additional conditions of contract (“Z clauses”).

### **1.8.3 Summary: Form of Contract**

For Element 1, M5 Junction 21, if the contract is let under the ASC framework, the form of contract will be that set out in the ASC. Otherwise the form will be to suit HA requirements. If the form is based on the ECC, Option A is preferred.

For Elements 2–5, the proposed form of contract is ECC3 Option A. The risk allocation will be largely as the published form. Secondary options and additional conditions of contract are yet to be determined.

## **1.9 The Proposed Outline Procurement Strategy**

### **1.9.1 Element 1: M5 Junction 21**

The outline procurement strategy for this element is:

- To be procured as a separate package from Elements 2–5;
- To be carried out by the contractor appointed under the ASC if possible. Otherwise to be carried out by a contractor separately appointed using the Restricted Procedure under the Regulations
- Design to be carried out the Council and its consultants;
- Form of contract to be that of the ASC or, if under a separate appointment, as required by the HA. If an ECC form, then the preference is for Option A; and
- Works Information (specification) to address: interface management (as applicable), traffic management and traffic embargoes.
- The management of the contract will be jointly owned by HA and the Council and build upon the relationships developed and established as part of the previously completed M5 J19 improvement works.

### **1.9.2 Elements 2–5**

The outline procurement strategy for Elements 2–5 is:

- To be procured as a single package, separate from M5 Junction 21;
- Not to be procured as part of the West of England Office Procurement process;
- To be carried out by a contractor separately appointed using the Restricted Procedure under the Regulations;
- Design to be carried out by the Council and its consultants;
- Form of contract to be ECC3 Option A, largely with risk allocation as published;
- Secondary Options and Additional Conditions of Contract are yet to be determined; and
- Works Information (specification) to address: traffic management, hazardous contaminated materials, working on and near to the railway, interfaces with railway owners and operators, traffic embargos and traffic issues at Hans Price Academy.