

1	A	B	C	D	E	F	G	H
2			Contract Alignment SDS v Mudfa					
3								
4								
5		MUDFA Agreement	Clause Ref	Page	SDS Contract Comments	Clarifications	Timescale	
6		MUDFA Contractor to liaise with SDS provider et al to facilitate production of information required from them	2.13	31	OK			
7		MUDFA Contractor to liaise with tie and SDS provider re type of materials, optimum and cost effective construction methods, programme and temporary works	2.14	31	OK			
8		VE Activities	48	93-94	More onerous than SDS Contract Scope			
9		Changes	46	87	10 Business days v 18 days in SDS Contract - Timescales not aligned			
10		MUDFA Scope of Services	Clause Ref	Page	SDS Contract Comments			
11		Pre Construction Services						
12		Pre Construction Programme - SDS Deliverables defined in terms of content and timing (Seven weeks from effective date)	2.3.10	3	Timescales/Programmes not aligned			
13		Construction Programme - SDS Deliverables defined in terms of content and timing	2.7.17	6	SDS Deliverables to tie/CEC not aligned			
14		Interaction with SDS Provider - Collaborative working re efficiency/buildability of design	2.10	7	ok			
15		Interaction with SDS Provider - Design review - Buildability Report (Eight weeks from effective date)	2.11	7	Timescales not aligned			
16		Interaction with SDS Provider - Liaison with tie, SDS et al to optimise progress and achieve VE objectives	2.12	8	See above VE			
17		Interaction with SDS Provider - MUDFA to consult with SDS prior to issue of method statement for dealing with unidentified apparatus (Eight weeks from effective date)	2.14	9	Timescales not aligned			
18		Interaction with SDS Provider - MUDFA to review Programmes to ensure SDS design release dates meet MUDFA requirements for mobilisation/construction	2.15	9	Timescales not aligned			
19		Interaction with SDS Provider - MUDFA to keep scope / costs under review in conjunction with SDS/tie with regard to potential savings identified before design works complete	2.16	9	ok			
20		Interaction with SDS Provider - SDS to review specialist contractor elements to ensure no conflicts with SDS design	2.17	9	??			
21		Interaction with SDS Provider - Template for Construction Site Drainage Plan prepared by SDS to be further developed by MUDFA	2.18	9	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
22		Interaction with SDS Provider - Template for Waste Management Plan prepared by SDS to be further developed by MUDFA	2.19	9	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
23		Interaction with SDS Provider - Template for Landscape and Habitat Management Plan prepared by SDS to be further developed by MUDFA	2.20	9	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
24		Interaction with SDS Provider - Template for Archaeological and Heritage Mitigation Plan prepared by SDS to be further developed by MUDFA	2.21	9	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
25		Interaction with SDS Provider - MUDFA to support and provide input into mitigation measures for working around protected species and shall work with SDS and other relevant parties to agree mitigation measures	2.22	10	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
26		Interaction with SDS Provider - MUDFA to support and provide input into strategy for controlling alien and invasive species which is to be prepared by SDS	2.23	10	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
27		Interaction with SDS Provider - MUDFA to support and provide input into Condition and Defects Survey prepared by SDS	2.24	10	No timescales stated in Mudfa - timescales not aligned with SDS Contract			
28		Comms, Meetings, Progress - Fortnightly Design and Planning meeting with SDS	2.46	16	OK			

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29	Construction Services	Clause Ref	Page	SDS Contract Comments			
	Interaction with SDS Provider - MUDFA to review Programmes to ensure SDS design release dates meet MUDFA requirements for mobilisation/construction	3.11	22	ok			
30							
31	Interaction with SDS Provider - SDS to review specialist contractor elements to ensure no conflicts with SDS design	3.13	23	ok			
32	Risk - Liaise with SDS Provider re et al regarding risk matters	5.30	34	ok			
33	Technical Requirements	Clause Ref	Page	SDS Contract Comments			
	Structures at risk of physical damage within Work Sites - SDS to prepare schedule together with record of condition survey and defects. Condition to be monitored by SDS and reports provided (Free of Charge) to building owners and or CEC/ Historic Scotland	18.2.1, 18.2.2	38	Part in SDS Scope - Mudfa requirements more extensive/ onerous			
34							
35	Contaminated Land - SDS to identify contaminated land within site and carry out additional site investigations as instructed by tie	20.2.1	41	ok			
36	SDS to obtain any necessary licences for storage,treatment ,disposal of contaminated material	20.2.1.4	42	Not in SDS scope - should be MUDFA			
	Protected Species - SDS to employ suitably qualified professional to identify protected species - MUDFA to satisfy themselves that SDS has obtained any required licences prior to carrying out mitigation measures	22.2.1	49	Environmental and Ecological Surveys (licences ??)			
37							
38	Protected Species - SDS to check bird habitats prior to clearance	22.2.2	49	Environmental and Ecological Surveys (licences ??)			
39	Protected Species - SDS to obtain licences for works which may cause disturbance/damage to badger setts and otter holts	22.2.3/4	50	Environmental and Ecological Surveys (licences ??)			
	Protected Species - SDS responsible for ensuring that all bridges and other built structures, mature and dead trees shall be checked by a licensed bat handler prior to felling and or other potentially damaging operations. SDS to apply for licence if avoidance not possible	22.2.5	50	Environmental and Ecological Surveys (licences ??)			
40							
41	Protection of Mature Trees - SDS to have trees checked by licenced bat handler prior to felling and obtain relevant licences	22	51	Environmental and Ecological Surveys (licences ??)			
42	Archaeology and Cultural Heritage - SDS to confirm and/or obtain Scheduled Monument Consent when working within or adjacent to such areas	23.1.4	54	In scope Pre-condition surveys of Third Party Vulnerable Structures??			
43	Archaeology and Cultural Heritage - SDS to appoint suitably qualified professional to record condition of all scheduled and listed buildings/structures at risk of physical damage and results provided to property owner /CEC and Historic Scotland	23.1.9/10	55	In scope Pre-condition surveys of Third Party Vulnerable Structures??			
44	Review Procedures	Sch 9	147	Resubmit within 5 business days v 10 business days in SDS Contract - Timescales not aligned			