

# Environment Agency NEC4 engineering and construction contract (ECC) Scope

## Project / contract information

Project name	The River Roding Project
Project SOP reference	ENVIMSE500156
Contract reference	31453
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Author	

## Revision history

Revision date	Summary of changes	Version number
10 Dec 2020	First issue for comment from Delivery Partner BAM Nuttall	1
5 Mar 2021	Second issue incorporating comments from Delivery Partner BAM Nuttall and the EA's Commercial Services Manager	2

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *works* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title
412_13_SD01	Minimum Technical Requirements

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<b>Appendix D:</b>	<b>Archaeological Geophysical Survey Scope</b>

## **S 100 Description of the *works***

### **S 101 Description of the *works***

- a. The *works* are summarised as follows:
  - i. Geo-environmental and geotechnical investigation at the Flood Storage Area (FSA) site to inform the detailed design of the FSA embankment, Appendix B, and;
  - ii. Archaeological geophysical survey (trial trenching) at the FSA site, Appendix C.
- b. The drawings presenting the *works* are included in Appendix D.

## **S 200 General constraints on how the *Contractor* provides the works**

### **S 201 General constraints**

- a. Use and access to the site shall require a Notice of Intended Entry (NOIE) to be agreed with the landowners at least one week prior to access being granted. NOIE shall be arranged by the *Client's* Land Agent via the *Client's* Project Manager.
- b. The *Contractor* shall be responsible for arranging the Environmental Permit (Flood Risk Activity Permit). The permit application and relevant documents shall be submitted at least 2 months before construction is due to start to ensure that the permitting process does not cause a delay to the construction programme.
- c. While a footpath diversion is not deemed necessary the *Contractor* shall be responsible for notifying its staff of the public right of way near the works and shall clearly demarcate the works to avoid any danger to the public.

### **S 202 Confidentiality**

- a. The *Contractor* does not disclose information in connection with the works except when necessary to carry out their duties under the contract or their obligations under the contract.
- b. The *Contractor* may publicise the services only with the *Client's* written permission.

### **S 203 Security and protection on the site**

- a. The *Contractor* shall be responsible for arranging site security for the duration of the works.
- b. The *Contractor* shall take due account of the rural locality, potential for anti-social behaviour problems and other associated risks and make appropriate security and safety provisions to protect the Site, works and all Plant and Materials from damage and vandalism.
- c. The *Contractor* shall be responsible for the safe storage and insurance against damage and theft of all materials and equipment.
- d. Lighting used to aid security shall be positioned to avoid nuisance to adjacent properties or motorists.

### **S 204 Security and identification of people**

- a. The *Contractor* shall ensure that the works do not compromise the security of properties within or adjacent to the Site.
- b. The *Contractor* is wholly responsible for the security of personnel/pedestrians which may be affected by the works, including personnel used in the delivery of the works.
- c. The *Contractor* shall identify personnel entering the Site as outlined in S 2012.

### **S 205 Protection of existing structures and services**

- a. The *Contractor* takes reasonable measures to avoid damage to existing roads, property and other works caused by his operations. The *Contractor* is responsible for any damage to existing roads, properties and other works caused by its operations.
- b. Prior to any work commencing on the Site the *Contractor* agrees with the *Supervisor*, and provides a photographic record of the condition of the existing roads and any other existing structures which may be affected by his operations. On Completion of the works, the *Contractor* returns the roads and any other affected existing structures to a condition not inferior to that pertaining at the access date.

### **S 206 Protection of the works**

- a. The *Contractor* shall take all reasonable care and precautions not to damage the works and shall keep such areas clean of debris etc. arising from his operations.
- b. The *Contractor* shall be responsible for the repair of any damage to the works to the satisfaction of the *Supervisor*.

### **S 207 Cleanliness of the roads**

- a. The *Contractor* shall ensure that the Site, including all access roads, is maintained daily and ensure that vehicles exiting the Site do not carry dirt or debris onto the public highway.

#### **S 208 Traffic Management**

- a. The *Contractor* shall fulfil any requirements and procedures for the management of traffic, road closures and public highways including associated communication and information requirements.

#### **S 209 Condition survey**

- a. Refer to Clause 1.7 of the Civil Engineering Specification for the Water Industry 7<sup>th</sup> Edition (CESWI).
- b. The findings of all condition surveys shall be presented in a report with photographic evidence to support the asset condition and shall be submitted to the *Project Manager* for acceptance. Refer to S 505 for details.
- c. The *Contractor* shall undertake a pre-construction condition survey of the existing access routes in accordance with S 505 at least three working days before *Physical works* commence.
- d. The *Contractor* shall undertake pre-construction condition surveys of structures including, but not limited to, those defined in S 505. These shall be submitted to the *Project Manager* for acceptance at least three working days before *Physical works* commence.
- e. The *Contractor* shall undertake a post-construction condition survey of the assets outlined in 2 – 5 of **Error! Reference source not found.** after construction *works* have finished and prior to Completion.
- f. The *Contractor* undertakes the condition surveys in conjunction with the *Supervisor*, and accompanied by any others invited by the *Contractor*, *Project Manager* or *Supervisor*. The *Contractor*, *Project Manager* and *Supervisor* notify each other in advance if any others are to be invited. It is noted that CESWI Cl.1.7(2) requires that “the survey shall be carried out with the responsible Highway Authority and owners or occupiers”.
- g. The *Contractor* gives at least three working days of notice to the *Project Manager* and *Supervisor* prior to any condition survey.
- h. The *Contractor* shall store the survey record in the *Client’s* common data environment, or otherwise transmit to the *Project Manager* if agreed with the *Project Manager*, no later than 2 weeks following completion of the surveys.

#### **S 2010 Consideration of Others**

- a. Others are defined as per Clause 11.2 (12) of the Contract.
- b. The *works* shall be undertaken within an agricultural setting where farm operations will be ongoing. There are also some private dwelling houses nearby that may be affected by the *works*. Should it be deemed necessary by the *Contractor* any enquires can be forwarded to the *Client*.
- c. During the works, the *Contractor* shall keep disturbance (including noise and dust) levels to a minimum in line with the EAP.
- d. All working methods proposed by the *Contractor* shall be in accordance with HSE Guidance Leaflet INDG362 “Noise at Works – Guidance for *Clients* on the Control of Noise at Work Regulations 2005” and in accordance with Clause 1.27 of the *Client’s* Minimum Technical Requirements 412\_13\_SD01.
- e. If required, the *Contractor* shall be responsible to apply for ‘Prior Consent’ under Section 61 of the Control of Pollution Act 1974. This process enables the management of noise and vibration using ‘best practicable means’. This will include provision of hours of work, methodology, programme, details of plant (including sound power levels), predicted noise and vibration levels and mitigation measures proposed.

#### **S 2011 Control of site personnel**

- a. The *Contractor* shall make arrangements for the control of people working and visiting the Site.
- b. The *Contractor* shall ensure that all persons working on or visiting the Site hold a valid and current Construction Skills Certification Scheme (CSCS) card. Persons without this card shall be escorted at all times by a member of the Site team, in accordance with Safety, Health, Environment and Wellbeing Code of Practice 'Constructing a Better Environment'.
- c. A visitors' book will be maintained by the *Contractor* in which the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS number, and the name and company of the person visiting shall be noted, in accordance with Safety, Health, Environment and Wellbeing Code of Practice 'Constructing a Better Environment'.

#### **S 2012 Site cleanliness**

- a. Refer to Clause 1.5 of CESWI and Clause 1.5 of the *Client's* Minimum Technical Requirements 412\_13\_SD01.
- b. The *Contractor* maintains the Site in a clean, safe and tidy condition, clear of debris.

#### **S 2013 Waste materials**

- a. Refer to Clause 1.41, Clause 1.42 and Section 12 of the *Client's* Minimum Technical Requirements 412\_13\_SD01.
- b. No refuse, waste material or vegetation shall be disposed of by burning.

#### **S 2014 Deleterious and hazardous materials**

- a. The *Contractor* shall comply with the Control of Substances Hazardous to Health (COSHH) 2002 Regulations.
- b. For Emergency arrangements refer to Clause 1.19 of the *Client's* Minimum Technical Requirements 412\_13\_SD01.

## **S 300 *Contractor's design***

### **S 301 Design responsibility**

- a. Not used.

### **S 302 Design submission procedures**

- a. Not used.

### **S 303 Design approval from Others**

- a. Not used.

### **S 304 *Client's requirements***

- a. Not used.

### **S 305 Design co-ordination**

- a. Not used.

### **S 306 Requirements of Others**

- a. Not used.

### **S 307 Copyright/licence**

- a. Not used.

### **S 308 Access to information following Completion**

- a. Not used.

### **S 309 Site investigations**

- a. Not used.

## **S 400 Completion**

### **S 401 Completion definition**

- a. The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:
  - i. Information used to update the Health and Safety File.
  - ii. As Built drawings.
  - iii. Population of the *Client*'s latest version of the Project Cost and Carbon Tool, or its successor.
  - iv. Transfer to the *Client* databases of BIM data.

### **S 402 Sectional Completion definition**

- a. Not used.

### **S 403 Training**

- a. Not used.

### **S 404 Final Clean**

- a. The *Contractor* shall ensure:
  - i. All areas for temporary storage, compounds are to be fully restored and reinstated to their original condition,
  - ii. All temporary structures and pumping equipment are to be removed,
  - iii. The Site is left tidy and no foreign objects or debris are left on the Site.

### **S 405 Security**

- a. Not used.

### **S 406 Correcting Defects**

- a. Any defects found by the *Client* or *Contractor* is to be reported to the Supervisor.
- b. The Supervisor will notify the *Contractor* of the Defect and confirm whether the Defect is considered to be critical and requires emergency correction within 24 hours.
- c. Procedures for access for the correction of any Defects and process for liaison with the Project Manager and *Client*.
- d. Procedures for access for the correction of any Defects and process for liaison with the *Project Manager* and *Client*.

### **S 407 Pre-Completion arrangements**

- a. Prior to any works being offered for takeover or Completion the *Contractor* shall arrange a joint inspection with the Supervisor, Project Manager and *Client*.
- b. Refer to S 505 for other pre-completion requirements and respective timescales.

### **S 408 Take over**

- a. No parts of the *works* will be required for use by the *Client* prior to Completion, other than for access as listed in **Error! Reference source not found.**



## S 500 Programme

### S 501 Programme requirements

- a. The programme shall be in accordance with NEC4 ECC Clause 31.2

### S 502 Programme arrangement

- a. The *Contractor* shall submit their programme as required by NEC4 ECC Clause 31 in the form of a simple Resource Analysed Critical Path Network linked bar chart showing start and finish dates for each activity. It shall clearly identify those activities forming the critical path.
- b. The programme is to be produced in an electronic format in Microsoft Project, \*.pdf formats and hard copy. Programme to be submitted in MS project and PDF.
- c. The Accepted Programme shall reflect the *Contractor's* proposed construction sequence.
- d. The Accepted Programme shall cover all the key activities to be undertaken by the *Contractor* and shall include all major project milestones from commencement to the end of the completion.
- e. The programme shall include references to method statements.
- f. As a minimum, the *Contractor* shall include the following information as separate activities in the programme in addition to that stated in Clause 31.2 of the Contract:
  - i. Consents and licences,
  - ii. Environmental constraints,
  - iii. Dates of any operations likely to impact upon neighbouring residents and businesses (e.g. restrictions on access, late night working etc.),
  - iv. Activities outlined in the works,
- g. While activities are undertaken on Site, the *Contractor* shall provide weekly work plans. These shall be submitted to the Supervisor one week in advance of the relevant work taking place.

### S 503 Methodology statement

- a. Refer to Appendices B, C and D for the specific method statement requirements.
- b. A schedule of method statements and risk assessments as set out in the Environment Agency Operational Instruction 300\_10\_SD06 shall be updated and provided with each programme.
- c. Method statements shall be submitted, for information only, to the Supervisor in advance of the associated activities taking place. The statements shall be referenced in the programme submitted for acceptance to the Project Manager.

### S 504 Work of the *Client* and Others

- a. Not used.

### S 505 Information required

Document	Documents to include	First Submission	Final Submission
Construction Phase Plan	<ul style="list-style-type: none"><li>Site Waste Management Plan, including items in Clause 1.41 of the <i>Client's</i> Minimum Technical Requirements 412_13_SD01 and according to guidance provided in the DEFRA Construction Code of practice for the Sustainable Use of Soils on Construction Sites.</li></ul>	ASAP.	One week prior to start of the <i>works</i> .

Document	Documents to include	First Submission	Final Submission
	<ul style="list-style-type: none"> <li>Materials Management Plan.</li> <li>Proposed Construction Programme / Accepted Programme.</li> <li>Inspection and Test Plan, including testing regime (which shall comply with the Earthworks Specification) including sampling and testing procedure.</li> <li>Plan covering the procedures for the construction period including: <i>Contractor's</i> organisation and management; <i>Contractor's</i> outline method statements and construction procedures, including temporary works drawings; equipment to be used; proposed access routes; maintenance plan; and <i>Contractor's</i> construction quality control.</li> <li>Environmental Risk Assessment. To include: noise and vibration management plan; dust and mud control management scheme.</li> <li>Health and Safety Risk Assessment. Working methods to mitigate risks including: work near underground services; work close to a watercourse; and working near public highways.</li> <li>Traffic Management Plan. To include: the number of proposed lorry movements to Site each day and the management of this activity.</li> <li>Other documentation as required to satisfy CDM 2015.</li> </ul>		
RAMS	<ul style="list-style-type: none"> <li><i>Contractors</i> risk assessed method statements, to including but not be limited to: <ul style="list-style-type: none"> <li>Temporary works drawings,</li> <li>Equipment to be used,</li> <li>Proposed access routes, and</li> <li>Maintenance plan.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Method Statements shall be submitted for review to the <i>Supervisor</i> and Principal Designer in advance of the associated activities taking place.</li> </ul>	
Condition Surveys	Pre-construction condition survey of structures, including, but not limited to, compound areas, access route, access points and haulage routes. Report to include internal and external photos.	ASAP.	One week prior to start of the <i>works</i> .
	Pre-construction condition survey of stockpile areas. To include photos of each stockpile area.	ASAP.	One week prior to start of the <i>works</i> .

Document	Documents to include	First Submission	Final Submission
	Pre-construction condition survey of access routes. Photos in each direction.	ASAP.	One week prior to start of the works.
	Post-reinstatement condition survey: To cover all assets for which a pre-construction condition survey was undertaken.	Pre-completion.	
HSF Information	Information to inform an update to the Health and Safety File in accordance with CDM 2015.	Pre-completion.	
As-builts	As built drawings in AutoCAD 2016 and PDF	Pre-completion.	
Carbon	Log of the carbon expended	Pre-completion.	
PCT	Project Cost Tool	Pre-completion.	
BIM	BIM Execution Plan (BEP) Master Information Delivery Plan (MIDP)	Within one week of contract start date	

#### **S 506 Revised programme**

- a. Programme to be submitted in line with Contract requirements.

## **S 600 Quality management**

### **S 601 Samples**

- a. Refer to Appendices B, C and D for the specific sampling requirements.

### **S 602 Quality Statement**

- a. The *Contractor* shall submit their Quality Plan in accordance with S 600.
- b. On a day-to-day basis, the *Contractor* shall afford reasonable availability of staff and documentation for the Supervisor to assess implementation of the Quality Assurance records.

### **S 603 Quality management system**

- a. The Quality Management System shall be such that it complies with the Collaborative Delivery Framework (CDF) Deed of agreement.
- b. The *Project Manager* shall be entitled to audit the *Contractor's* management systems at any time subject only to giving the *Contractor* 24 hours' notice of his intention.

### **S 604 BIM requirements**

- a. The BIM Information Manager is the *Client's* Project Manager.
- b. The *Contractor* shall manage data and information in line with the requirements defined within the '*Clients* Information Requirements' (CIR) and the 'Information Delivery Plan' (IDP). These outline the information requirements and deliverables to be provided. The items identified in the IDP outline the information requirements and deliverables to be provided by the *Contractor*.
- c. The *Contractor* is required to submit a BIM Execution Plan (BEP) which will outline their proposed approach to BIM within the scheme.
- d. All *Client* issued information referenced within the IDP remains within the Site Information unless it is referenced elsewhere within the Scope.

## **S 700 Tests and inspections**

### **S 701 Tests and inspections**

- a. Refer to Appendices B, C and D for the specific testing and inspection requirements.
- b. Refer to NEC4 ECC Clauses 40, 41 and 60.1 (16).
- c. All original test sheets shall be filed in the laboratory after signing in accordance with UKAS procedures.
- d. The *Contractor* shall record all the specified compliance data. Any work for which the *Contractor* has failed to record the specified compliance data may, at the discretion of the Supervisor, be deemed to be non-compliant.
- e. The *Contractor* is responsible for providing all equipment and facilities and undertaking the testing.

### **S 702 Management of tests and inspections**

- a. Refer to Appendices B, C and D for the specific management requirements for tests and inspections.
- b. An Inspection and Test Plan (ITP) for the works is prepared and regularly updated by the *Contractor* and submitted to the Project Manager for acceptance as specified in S 505.
- c. The ITP is to include inspections and tests required to check the workmanship and/or measure the performance of the works or an item of Plant or Materials including the following:
  - i. Samples of plant or materials provided by the *Contractor*.
  - ii. Samples of workmanship.
  - iii. Equipment, Plant and Materials outside the Working Areas before payment or delivery.
  - iv. Work in the Working Areas.
  - v. Plant and Materials, and work prior to Completion.
  - vi. Plant and Materials, and work after take over but before the defects date.
  - vii. Performance tests.
- d. The ITP is to incorporate all inspections, tests and commissioning identified in S 700.
- e. During the execution of the works, the *Contractor* shall submit to the Supervisor full and detailed particulars of any proposed amendments to the arrangements and methods submitted.
- f. The *Contractor* is responsible for the management and undertaking of testing and reporting results within one week of receipt to the Supervisor. The *Contractor* is to appoint a person responsible for the management and reporting of tests.

### **S 703 Covering up completed work**

- a. The *Contractor* does not cover up a completed item of work without the agreement of the Supervisor if that item of work is identified in the accepted Inspection, Test and Commissioning Plan as requiring the Supervisor to inspect the work or witness the related test beforehand.

### **S 704 Supervisor's procedures for inspections and watching tests**

- a. The *Contractor* shall notify the Supervisor of by whom, where and when samples and testing are being carried out and be able to demonstrate that the UKAS accreditation, where required above, is being complied with.
- b. The *Contractor* shall notify the Supervisor when elements of the works are ready for inspection and allow the Supervisor every reasonable opportunity and facility to inspect and monitor the sampling and testing processes. The *Contractor* shall not progress elements of the works which are subject to inspection until the Supervisor has undertaken his inspection. If the Supervisor is not able to inspect the works, the *Contractor* shall seek approval from the Project Manager to progress the works.

- c. The *Contractor* gives the Supervisor a minimum of 24 hours' notice of elements of the works that are ready for inspection.

**S 705 Reduction of carbon against the original solution carbon budget**

- a. Not used.

## S 800 Management of the works

### S 801 Project team – Others

- a. The following people, but not limited to them, will form part of the project team:

Role	Company	Name
Principal Designer		
ECC Project Manager		
Designer Project Manager		
Designer Technical Lead		
Client's PCM Project Manager		
Client's PCM Project Executive		
Client's Senior Users		
Client's NEAS Environmental Project Manager		

### S 802 Communications

- a. All administrative communication between the parties shall be directed through the Project Manager and the *Contractor's* representative through FastDraft. Communications shall comply with Clause 1.27 of the *Client's* Minimum Technical Requirements 412\_13\_SD01.
- b. Owing to the short duration of the work there is no anticipated need for the *Contractor* to attend formal progress meetings during the works.
- c. Owing to the short duration of the work there is no anticipated need for the *Contractor* to submit formal progress reports. However, the *Contractor* shall keep the Project Manager up to date with respect to:
- Technical queries
  - Early Warnings
  - Compensation Events
  - Consents and approvals
  - Progress of the works in relation to the Accepted Programme highlighting any actual or anticipated deviations from the applicable programme together with details of the actions proposed to rectify each deviation
  - Schedule of issued surveys, tests, reports, method statements as required under S500
  - Progress photographs
  - Progress marked on plan drawings
  - Financial updates
  - Commentary on difference between actual vs forecast spend
- d. The *Contractor* shall provide base data for use in assessing Performance Measures in accordance with the requirements of the latest version of CDF Schedule 16.
- e. The *Contractor* shall ensure that all records are neatly presented in a logical structure. Unless stated otherwise, the *Contractor* shall provide all records, reports, surveys and other records in PDF format and these should be uploaded to the Asite / Adoddle system.
- f. All records shall be provided expeditiously and not later than any specified timescale.

**S 803      Monthly Progress Reporting**

- a. Refer S 802.



## **S 900 Working with the *Client* and Others**

### **S 901 Sharing the Working Areas with the *Client* and Others**

- a. The *works* shall be undertaken within an agricultural setting where farm operations will be ongoing. Farm operations may be undertaken anywhere and at any time by the landowner, their tenant farmer and or others appointed by the same.
- b. The *Client* has no planned operations in the Working Area for the duration of the works.

### **S 902 Co-operation**

- a. Not used.

### **S 903 Co-ordination**

- a. The *Contractor* shall keep shared access routes clear of obstructions.
- b. The *Contractor* liaises with the affected landowners and tenants for the co-ordination of the works. Access to Site of any external party needs to be arranged by the *Contractor* through the *Client*.
- c. The *Contractor* shall not access any parts of the Site without the prior written approval of the *Client*. The *Contractor* shall provide the *Client* with at least 7 days' notice prior to his intention to enter the Site.
- d. The *Contractor* submits his proposed access route requirements to the Project Manager no later than one week before the starting date and assists the *Client* in negotiations with the landowners.

### **S 904 Authorities and utilities providers**

- a. The *Client* will provide utilities drawings to the *Contractor*.
- b. The *Contractor* is responsible for the enquiry, management, procurement and provision of notices and payment of all the works by utility providers to enable water, telecommunication, and electricity service connections necessary to provide the works.

### **S 905 Diversity and working with the *Client*, Others and the public**

- a. The *Contractor* and the *Client* are responsible to create an inclusive environment culture for the project team considering diversity as a strength when engaging with the public throughout the works and to identify opportunities to support diverse workforces across organisations.

**S 1000      Services and other things to be provided**

**S 1001 Services and other things for the use of the *Client*, *Project Manager* or Others to be provided by the *Contractor***

- a. Not used.

**S 1002 Services and other things to be provided by the *Client***

- a. The *Client* will enable access to the Site.

## **S 1100 Health and safety**

### **S 1101 Health and safety requirements**

- a. Procedures and policies as outlined in the *Client's* Safety, Health, Environment and Wellbeing Code of Practice 'Constructing a Better Environment' document shall be applied throughout the Contract. The *Contractor* shall familiarise himself with this document and act in accordance with it.
- b. The *Contractor* shall provide first aid facilities; materials and personnel trained in first aid, for the benefit of his own people, those of his Subcontractors and the Site staff of the *Project Manager, Supervisor, and Client*.
- c. The *Contractor* shall copy to the *Project Manager* all correspondence with the Principal Designer.
- d. The *Contractor* shall provide, as a minimum, weekly toolbox talks to all Site personnel to ensure that health, safety and environmental issues, the requirements of the contract and the design and the contents of method statements are communicated throughout the Site team. Toolbox talk topics include:
  - i. Health and safety issues relating to the Site such as the presence of the operational plant, traffic management, etc.
  - ii. The requirements of the Environmental Action Plan and environmental considerations on Site, and
  - iii. Liaison with the third parties and the public.
- e. The *Contractor* reports any health and safety incidents on Site using the procedure outlined in "Environment Agency Operational Instruction (OI) 300\_10\_SD20: Reporting incidents at *Contractors' Sites*".
- f. The *Contractor* shall provide a written report within 21 days of the incident, as defined in OI 300\_10\_SD20, unless otherwise agreed with the *Project Manager*.
- g. Hydrometric and flood warning information is available from the *Client*.
- h. The *Contractor* registers with the Environment Agency's Floodline before commencing work on the Site, and gives them telephone and/or fax numbers where Flood Warnings can be sent.

### **S 1102 Method statements**

- a. The *Contractor* provides the Project Manager with a schedule of method statements and risk assessments prior to the works commencing and issues updates monthly.
- b. The *Contractor* provides all method statements and risk assessments requested by the Project Manager for acceptance.
- c. Method statements contain sufficient information to enable the Project Manager to assess any likely detriment to either the proposed or the existing works or to the *Client's* overall objectives.
- d. The *Contractor* shall submit the documents at least one week prior to the commencement of the works.
- e. The *Contractor* is required to submit method statements and risk assessments for all work activities associated with completing the works, including all temporary works.

### **S 1103 Legal requirements**

- a. The *Contractor* shall comply with The Construction (Design and Management) Regulations 2015 (CDM 2015) and all other legal requirements.
- b. The principal designer duties under CDM 2015 shall be undertaken by a third party nominated by the *Client*.
- c. The *Client* duties under CDM 2015 shall be undertaken by the *Client*.
- d. The principal *Contractor* duties under CDM 2015 shall be undertaken by the *Contractor*.
- e. The designer duties under CDM 2015 shall be undertaken by the designer.
- f. Any design carried out by the *Contractor* shall be submitted to the Project Manager for acceptance.

**S 1104 Inspections**

- a. The *Contractor's* health and safety officer shall carry out an audit of the Site and submits copies of audit reports and proposed remedial actions to the Supervisor within one week.
- b. The *Client* may carry out Site audits. The *Contractor* assists in these audits and complies with any recommendations made during such audits.

## **S 1200        Subcontracting**

### **S 1201 Restrictions or requirements for subcontracting**

- a. The *Contractor* shall submit their proposed procurement procedure to the Project Manager for acceptance. The procedure shall not be accepted if it:
  - i. Does not follow best practice principles;
  - ii. Conflicts with the need to ensure transparency in the disbursement of public funds; or
  - iii. Does not meet the requirements stated in this contract
- b. The *Contractor* shall propose subcontractors to the Project Manager for acceptance. Acceptance will not be unreasonably withheld.

### **S 1202 Acceptance procedures**

- a. Not used.

## **S 1300            Title**

### **S 1301 Marking**

- a. Not used.

### **S 1302 Materials from Excavation and demolition**

- a. The *Contractor* has title to the materials from excavation and demolition, excepting:
  - i. those required in the works, which will remain the property of the *Client* or Others if the *Client* does not own them,
  - ii. Any archaeological finds uncovered during the course of the works, which will remain property of the *Client* and shall not be removed from site without prior consent of the Project Manager.
- b. Disposal of all materials shall be in accordance with statutory requirements.
- c. All deleterious material resulting from the works shall be disposed of in accordance with the statutory requirements.

**S 1400      Acceptance or procurement procedure**

**S 1401 Restrictions**

- a. Refer S 1200.

## **S 1500       Accounts and records**

### **S 1501 Additional Records**

- a. The *Contractor* shall keep the following records:
  - i. Timesheets and Site allocation sheets
  - ii. Equipment records
  - iii. Forecasts of the total Defined Cost, and
  - iv. Cost reports.
- b. The following records shall be provided to the *Project Manager* with all Applications for Payment, but not limited to:
  - i. Staff timesheets
  - ii. Labour signed timesheets
  - iii. Plant weekly returns
  - iv. Subcontractor applications detailing when payments are due / paid
  - v. Daily Diary sheets as completed by the Site management.



**S 1600      Parent Company Guarantee (Option X4)**

Not used.

**S 1700      Client's work specifications and drawings**

**S 1701 *Client's* work specification**

- a. Refer Appendices B, C, D.

**S 1702 Drawings**

- a. Refer Appendices B, C, D.

**S 1703 Standards the *Contractor* will comply with**

- a. Not used.

## **Appendix A:        BIM Protocol – Information Production and Delivery Table**



## Appendix B: GI Specification and Plans

Name

## Appendix C: Geophysical Survey

Name



## Appendix D: Plans for Geo-environmental and Geotechnical Investigation and Trial Trenching

Name