

ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	River Irwell at Kearsley Ground Investigation
Project 1B1S reference	ENV0001331C
Contract reference	TBC
Date	21 June 2021
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Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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 latest version of the Minimum Technical Requirements upon contract award.

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S 100 Description of the works

S 101 Definition of terms

1. Investigation Consultant – appointed by the *Client*.

The Investigation Consultant shall be supplied by [REDACTED] for this contract.

- a. The Investigation Consultant shall be present on site, as appropriate, during the investigation operation.
- b. The Investigation Consultant shall be notified by the *Contractor* with full and complete notice should an operation, on site, associated with undertaking window samples or constructing trial pits be carried out. Should the *Contractor* identifies the requirement to amend the location of any ground investigation operation, the *Contractor* must notify the *Project Manager* and Investigation Consultant. The *Project Manager* must agree the change before the *Contractor* proceeds.
- c. The *Contractor* shall liaise regularly with the *Project Manager* and the Investigation Consultant. The Investigation Consultant should be informed of any additional or new information prior to the commencement of works that may impact the operation on site.

2. *Supervisor*

- a. The role of site *Supervisor* may be undertaken by the *Project Manager*.

S 102 Background and location

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
2. The Environment Agency are currently undertaking an options appraisal exercise to identify the preferred option in managing the flood risk.
3. One option to reduce flood risk, is to construct linear flood defences on both the left and right banks.

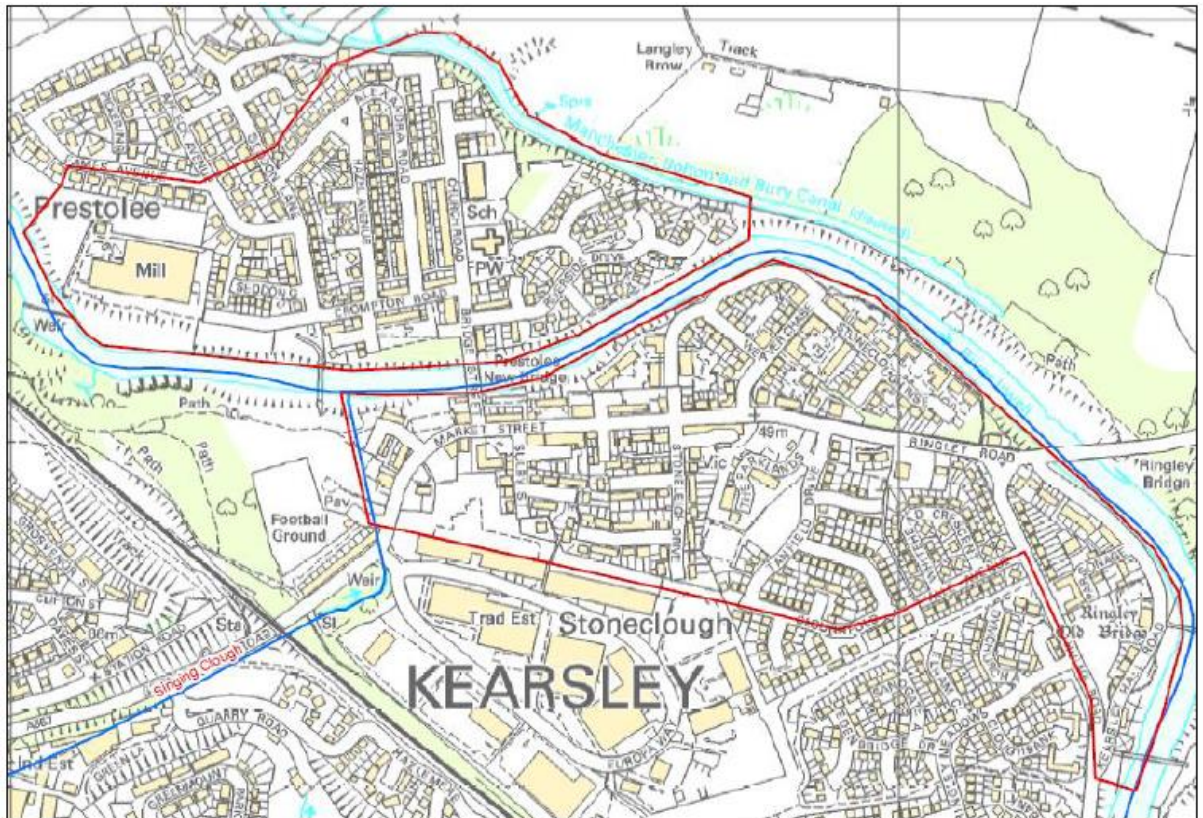


Figure 1: Study Extent

S 103 Description of the works

1. The purpose of this contract is to undertake the ground investigation. This ground investigation will inform the geotechnical assessment and detailed design of the linear defences.
2. The ground conditions will determine the required depths below ground level that the linear defences need to extend, to ensure structural stability of the new defences. This will then be used to understand the costs associated with construction and thereby provide better cost certainty of the economic feasibility.

S 104 Scope of investigation

1. The works are detailed in the *Kearsley FRMS GI Specification* are provided in Appendix A. This Ground Investigation is to be executed in accordance with the Institute of Civil Engineers (ICE) Specification for Ground Investigation 2nd Edition (2013).
2. The ground investigation works will comprise (please note the below is not an exhaustive list and the Contractor should ensure compliance with *Kearsley FRMS GI Specification*):
 - a. Buried Services Survey (BSS) at the locations of the proposed exploratory holes to mitigate the risk of service strikes. This is to be in accordance with PAS128 Survey Type B. The Buried Services Survey (BSS) is to be documented and reported to the Supervisor, Investigation Consultant and Principal Designer within 5 days of completion of survey. No intrusive works are to progress in areas where BSS has been completed without prior approval from the Investigation Consultant and Principal

Designer. The Investigation Consultant and Principal Designer have 5 days to review and approve;

- b. 12No. hand dug inspection pit to 1.2m depth.
- c. 9No. window sampling boreholes to a depth of 10mbgl on either the footpath or river bank;
- d. 3No. boreholes
- e. Soil and groundwater samples are required from each exploratory hole to permit geotechnical and chemical laboratory testing. Where suitable material is encountered within selected geotechnical boreholes, piston samples shall also be obtained.
- f. In-situ testing; including SPT, hand shear vane UT100, Variable head test and packer test;
- g. Production of the Ground Investigation Factual Report

The *Contractor* shall always refer to the latest specification document provided under the contract, in order to identify the works required.

A walkover with the *Contractor*, EA Project Manager and the **Investigation Consultant** will be required to confirm access routes and position of exploratory locations. The site walkover will be undertaken prior to mobilising any equipment to site.

An Environmental Permit will not be required for the investigation works.

S 105 Purpose of the Works/ Outcome required

1. The wider aim of this project (outside of this contract) is to ensure protection to the properties in Prestolee and Kearsley through provision of a Flood Alleviation Scheme. One of the options to be investigated is the construction of linear defences on both the right and left banks.
2. The purpose of this contract is to undertake ground investigation. This ground investigation will inform the assessment of the geotechnical risks associated with constructing linear defences. This information will be used to understand the costs associated with linear defences and thereby provide better cost certainty/provide clarity of the economic feasibility.
3. The report will therefore be used to assess the required depth below ground level to ensure structural stability for the linear defences and help determine the best material for construction.

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

S 201 Services

1. There are a number of buried services that could impact the *works* but the full extent of this will depend of the *Contractor's* preferred working methods. The *Contractor* shall monitor and, where necessary, protect these services during the course of the *works*. Some of these services are shown within the Pre Construction Information and Borehole Location Plan. This service information is not guaranteed by the *Client* to be accurate. The *Contractor* develops safe working methods to avoid any adverse impact on these services. This should include PAS128 surveys and excavation of trial holes to positively identify any buried services where necessary.
2. The *Contractor* considers the need to obtain updated statutory undertakers records, non-intrusive and intrusive surveys and other site investigation prior to commencing any intrusive works.
3. Should any additional services be found during the course of the works then this information is provided by the *Contractor* to the *Project Manager* and Investigation Consultant for record.

S 202 Environmental Constraints

1. The hours of working shall be between 08:00 and 18:00 Monday to Friday, unless agreed otherwise.
2. Environmental issues relating to the *works* and in need of action by the *Contractor* or Others are identified in the Environmental Action Plan (EAP); refer to Appendix B.
3. The EAP is maintained and audited by the *Designer* during the course of the works. The *Contractor* works with the *Designer* to allow updates of the EAP through the delivery of the works to account for any changes to the project during construction, and takes into consideration any additional baseline information that becomes available. The *Contractor* undertakes any additional actions identified through the delivery of the works.

4. The EAP includes, but is not limited to, actions relating to: protected species, invasive non-native species and pollution.

S 203 Access and Site Boundaries

1. The boundaries of the site are shown on the drawings in Appendix A.
2. The *Contractor* notifies the *Project Manager* of any additional areas that are not within the boundaries of the site but are required to complete the works a minimum 10 days before the *Contractor* needs access to such additional areas.
3. The *Contractor* should be aware that the area is generally alongside property developments.
4. The *Contractor* may negotiate separately for additional site accesses. Before negotiating or using such accesses, the *Contractor* obtains the acceptance of the *Project Manager*. The *Contractor* obtains any additional acceptances from the relevant landowners, third parties or local council and incorporates any specific requirements as necessary.
5. The *Contractor* is responsible for the organisation and payment of all road closures required to complete the works.

S 204 Working and Storage Areas

1. The *Contractor* submits his proposal for the location of the site compound and works area to the *Project Manager* for acceptance 14 days before the possession dates. The *Client* may assist with third-party negotiations if required. The *Client* will then serve Notice of Entry before the possession dates.
2. Access to the site and the provision of compounds or storage facilities must not give rise to temporary or permanent adverse effects to the landowner.
3. If the *Contractor* plans to use additional land outside the agreed designated Working Areas, acceptance shall be gained from the *Project Manager*. If the *Contractor* plans to use additional land outside the Site, as well as approval of the landowner / occupier he shall get acceptance from the *Project Manager*, relevant authorities and pay all associated fees.
4. The works must not prevent the access to residential properties, but where impact/disruption is unavoidable, the *Contractor* informs the *Project Manager* of the likely affected parties and the likely disruption and timescales associated with the work causing that disruption.

S 205 Entry onto the Site

1. The *Contractor* notifies the *Project Manager*, at least 10 working days in advance, of the date of intended first entry to each area of land ownership for the purpose of access, construction and/or occupation with the following information:
 - a. Marked up plan of the *Contractor's* actual maximum working area
 - b. Expected duration of the works on the affected land
 - c. General description of the proposed works
2. The Client by virtue of section 165(1) of the Water Resources Act 1991 ("the Act") has general powers to carry out flood defence and drainage works in connection with a main

river. The *Client* shall prepare and serve Notices of Entry to the affected landowner. The *Contractor* can only enter the land in accordance with the Notice served.

3. The *Client* arranges and pays compensation associated with site compounds located within the boundaries of the Site. The *Contractor* is responsible for arranging and paying compensation for all site compounds outside of the *boundaries of the site*.
4. The *Contractor* takes photographic evidence of the works area pre-construction start,
5. The *Contractor* keeps records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.
6. The *Contractor* keeps owners and occupiers informed of the effect of the construction works on their land and property. The *Contractor* will provide a list of contacts they require, the *Client* will then provide this contact list on contract award.

S 206 Consents and Approvals

1. The *Contractor* obtains consents and approvals associated with the temporary works and allow the statutory period for their determination within their programme. Allowances for any permits, other than traffic management permits, are to be treated via a Compensation Event. The *Contractor* will be responsible for the correct completion of all permit documentation, any permits rejected for incorrect or incomplete application will be a contractor held risk. Permits rejected due to any reasons or fundamental scheme principles will be a *Client* held risk.
2. The *Client* will obtain consent and approval from the Coal Authority for the works. This consent must be provided before works commence.

S 207 Noise control, vibration control and working hours

1. Normal working hours shall be defined as:

Monday to Friday 0800 and 1800 (assume no weekend working)
2. No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Project Manager* and a minimum notice period of 1 week is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the *works*, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.
3. Where practicable, operations which may cause noise and or vibration disturbance should be scheduled for daylight working.
4. The *Contractor* should ensure that the best practicable means are employed to minimise noise. British Standard 5228: Part1 2009 is approved code of practice for basic information and procedures for noise and vibration control. Due to the nature of the works, vibration monitoring is required to ensure vibration does not exceed limits stated in British Standards 5228: Part 1 2009.

S 208 Pollution Prevention and Control

- _____

- ## S 2011 Floods

- ## S 2012 Security and protection on the site

- ## S 2013 Security and identification of people

- ENV0001331C River Irwell at Kearsley 9

S 2014 Protection of existing structures and services

1. Damage to existing soft defences or embankments will require reinstatement to ensure that the integrity of the defence is not compromised.
2. The principle behind the degree of reinstatement required is to leave the ground as near as possible in the same condition and appearance as that which it was in prior to the commencement of the investigation. In all areas of the Site, topsoil, turfs and soil from within 300mm of the ground surface must be removed carefully set aside for reinstatement and replaced at the same depth and location from which they originated within the pedological profile. If reinstatement with existing is not feasible the *Contractor* must provide new.

S 2015 Protection of the works

1. The *works* are to be protected against damage specifically from vandalism, traffic and flooding.

[REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

S 2017 Traffic Management

1. Traffic Management is required as works are to be undertaken within existing carriageways on Kearsley Hall Road. The *Contractor* shall obtain permits and approval to for the road closure on Kearsley Hall Road and any other locations identified to require traffic management. *The Contractor will be responsible for the correct completion of all permit documentation, any permits rejected for incorrect or incomplete application will be a contractor held risk. Permits rejected due to any reasons or fundamental scheme principles will be a Client held risk.*
2. Borehole locations on public footpaths will require temporary closure of the footpath and appropriate signage and fencing to be provided by the *Contractor*.
3. No additional discharge shall be made into, or any interference caused to, any ditch or highway drain, unless permission is given in writing by the Local Authority. Surface water from premises must not flow onto highway footways.
4. Where vehicles are moving within public areas, a qualified banksman must accompany the moving plant/equipment to manage any interface with the public. The *Contractor* will need to consider the use of appropriate signs along trafficking routes.

S 2018 Consideration of Others

1. The *Contractor's* methods shall be designed and selected, wherever possible, to minimise disturbance to the general public and occupiers of adjacent premises.

S 2019 Control of site personnel

1. The *Contractor* must have and use a written procedure for the control of people working on or visiting the Site.
2. Site personnel shall:
 - Carry identification
 - Hold current CSCS cards
 - Be appropriately trained and inducted for the role undertaken
 - Be equipped with a mobile telephone

S 2020 Site cleanliness

1. The *Contractor* shall keep the Site organised, clean and tidy.

S 2021 Waste materials

1. The *Contractor's* attention is directed to Section 1 of the Minimum Technical Requirements document.

S 2022 Deleterious and hazardous materials

1. The *Contractor* will minimise and control the use of deleterious and hazardous material.

S 300 *Contractor's design*

S300 Site investigations

1. The Ground Investigation Specification (Appendix A) outlines the required GI information to enable the detailed design of a linear defence. The *Contractor* obtains soils information as necessary for the design of the *works*. The *Contractor* specifies, procures, manages and undertakes site investigations to inform the detailed design of the *works* and to manage their risk of unforeseen ground conditions during construction. The *Contractor* undertakes laboratory testing of samples, and longer term monitoring of site conditions as required. This supplements the information provided in the Site Information.
2. The *Contractor* liaises with all historic environment stakeholders as required to ensure that the heritage and archaeological risks are identified and appropriately managed. The *Contractor* obtains all necessary consents and approvals.
3. Due to the location falling within a mining area consent is required by the Coal Authority to complete the *works*. The *Client* will liaise with the Coal Authority to gain this consent and approval ahead of works commencing.
4. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.
5. The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

1. In addition to the requirements of the contract, the following are absolute requirements for Completion to be awarded:
 - Transfer to the *Client* databases of BIM data.
 - Provision of information required for the Health and Safety file to the Principal Designer
 - A final plan illustrating locations where samples for ground investigation were undertaken and associated reasoning if locations were changed from the specification (Investigation Consultant confirmation will be required in order to amend any investigation locations).
 - Photographic evidence of the *works* including pre-construction start, during the *works* and following reinstatement.
 - Provision of the final Factual Report
2. The *works* required to be done by the Completion Date is:
 - The whole of the *works*
3. This shall include, but not be limited to, the following:
 - Fulfilling the requirements of Clause 11.2 (2) & 11.2 (13) of the ECC conditions of contract;
 - No Defects will exist that prevent safe access & operation by the *Client*; and
 - No Defects will exist that present a health & safety hazard to the public.

S 500 Programme

S 501 Programme requirements

1. The *Contractor* includes for the following information (refer to S502 to S505) as separate activities in addition to those stated in the Engineering and Construction Contract (ECC) clause 31.2.
2. The programme shall cover the activities to be undertaken by the *Contractor* and other members of the project team. Include all major project milestones from the starting date to Completion.

S 502 Programme arrangement

1. The *Contractor* arranges the programme and provides it to the *Project Manager* in Microsoft Project 2013 format and as a pdf (or as agreed otherwise with the *Project Manager*).
2. The *Contractor's* programme covers all the activities to be undertaken by the *Client*, *Contractor* and others required to complete the *works*.

S 503 Methodology statement

1. The *Contractor* prepares risk assessments and method statements (RAMS) for each operation.
2. The *Contractor* will ensure the RAMS for each operation includes;
 - risk assessments of the work;
 - people and resources proposed;
 - timing and sequencing of materials and equipment;
 - indication of activities that represent a higher level of safety, health and environment risk;
 - safety, health and environment controls proposed; and,
 - any permit to work proposals.
3. The *Project Manager* notifies the *Contractor* which of the RAMS are to be submitted for acceptance. The *Contractor* submits the required RAMS two weeks before starting the tasks to which they refer. Within one week of submission, the *Project Manager* either accepts the RAMS or notifies the *Contractor* of his reasons for not accepting it. The *Contractor* shall not start works without this acceptance.

S 504 Work of the *Client* and Others

1. The *Contractor* clearly shows in the programme any item that relies on the input of other parties. This includes information for consents and working with services.
2. If the *Client* or Others need to carry out work on the Site the *Project Manager* notifies the *Contractor*. The *Contractor* revises the programme to include the order and timing of the work of the *Client* or Others.

S 505 Revised programme

1. The *Contractor* provides a brief explanation of changes to each programme activity, sufficient to enable the *Project Manager* and *Client* to understand the cause and impact of the change.

2. The *Contractor* submits a coversheet at the same time as revised programmes. The coversheet will summarise all of the changes from the latest Accepted Programme.
3. The *Contractor* baselines the previously accepted programme and ensures the activity start variance is shown for each ID.

S 600 Quality management

S 601 Quality Statement

1. The *Contractor* submits details of his Quality Statement and Assurance procedures to be used on the site for the acceptance of the *Project Manager*.

S 602 Quality management system

1. The *Contractor* operates a written BS EN ISO 9002 compliant quality management system. Each system must comply with the following text.
2. The quality management system shows:
 - how the *Contractor* ensures the *works* meet the *Contractor's* quality statement;
 - who manages the *Contractor's* quality management system; and,
 - how the *Contractor* checks work items (including tests and inspections), records this check and certifies as complete.
 - how the *Contractor* checks sub-contractor documentation including but not limited to RAMS and reports
3. The *Contractor* submits to the *Project Manager* his quality management system two weeks after the starting date.
4. The *Contractor* certifies work items as complete following his quality management system.
5. If an item is construction work the *Contractor* submits an electronic copy of the certification of work items to the *Project Manager* for acceptance. Within two weeks of the *Contractor* submitting his certificate of completion for a work item, the *Project Manager* either accepts the certificate or notifies the *Contractor* of reasons for not accepting it. Reasons for rejection are that the work does not comply with this Scope, the applicable law or the *Contractor's* design that the *Project Manager* has accepted.
6. The *Contractors* EMS system is in place to comply with spirit of ISO 14001.

S 603 BIM requirements

1. The BIM Information Manager is the *Client*. The *Contractor* shall comply with the *Client's* BIM requirements.

S 700 Tests and inspections

S 701 Tests and inspections

1. Refer to Appendix A

S 702 Covering up completed work

2. No operation shall be carried out or covered up without full and complete notice being given to the **Investigation Consultant** by the *Contractor*, one day in advance of the time of the operation to enable the Investigation Consultant to make such arrangements as they deem necessary for inspection and checking.
3. The Investigation Consultant shall be notified by the *Contractor* with full and complete notice should an operation, on site, associated with undertaking window samples or constructing trial pits be carried out. Should the *Contractor* or Investigation Consultant identify the need to amend the location of any ground investigation operation, the Contractor must notify the *Project Manager* and Investigation Consultant. The *Project Manager* must agree the change before the *Contractor* proceeds.
4. During the execution of the *works*, the *Contractor* shall submit to the *Project Manager* and Investigation Consultant full and detailed particulars of any proposed amendments to the arrangements and methods submitted.

S 703 Supervisor and Investigation Consultant's procedures for inspections and watching tests

1. The *Supervisor* and Investigation Consultant may inspect construction activities at any time and may watch any test carried out by the *Contractor*.

S 800 Management of the works

S 802 Communications

1. The *Contractor* shall document all forms of communication with third parties.
2. The *Contractor* shall:
 - Co-operate and co-ordinate with key stakeholders and others in relation to the *works*.
 - Consult and liaise with the key stakeholders, the public, property owners, tenants and others in relation to the *works*.
 - Provide support to the *Project Manager* in public liaison activities throughout the *works*.
3. All files to be shared with other parties shall be uploaded to ASite, the *Client's* collaboration tool.
4. The contract will be managed and administered using Fast Draft

S 803 General Contract Arrangements and Co-Ordination

1. Liaison with the *Client's* Operational Staff shall be through the *Project Manager*. Under no circumstances shall the *Contractor* approach the *Client's* staff directly unless this is:
 - in connection with the Flood Warning Service
 - to notify a health and safety incident
 - to notify an environmental incident
2. The *Client* will not accept liability for any consequences suffered by the *Contractor* as a result of his failure to comply with this requirement.
3. Communications within the project team are as clause 13.1 in a form which can be read, copied and recorded in the language of this contract and issued on Fast Draft.

S 900 Working with the *Client* and Others

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

1. If the *Client* or Others need to undertake activities with the *boundaries of the site* between the access date and Completion the *Contractor* will provide access following a request by the Project Manager.

S 902 Co-operation

1. The *Contractor* is to co-operate with the affected residents and business to enable efficient execution of the *works* with minimal disturbance.

S 903 Co-ordination

1. The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*. Throughout the *works*, the *Contractor* shall regularly keep all affected stakeholders up to date on progress with the *works*.

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*

1. Not applicable

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

1. The *Client* will provide the following services or provisions:
 - Statutory Notices of Entry for all private land within the Site at least seven days before the possession dates.
 - Landowner information
 - Principal Designer
 - Coal Authority Approval
 - Access to the internet-based collaboration software: Asite & Fast Draft
 - The *Client* may provide assistance when negotiating space for compound areas.

S 1100 Health and safety

S 1101 Health and safety requirements

1. The *Contractor* shall comply with all current health and safety legislation. The *Contractor* shall assume the role of *Principal Contractor* upon award of the contract.
2. If required, a copy of the HSE Notification (F10) shall be provided to the *Project Manager* prior to commencement of the *works*.
3. The *Contractor* shall familiarise himself with the CDM Pre-Construction Information, the *Client's* Health and Safety Policies and must ensure full compliance with the *Client's* 'Safety, Health, Environment and Wellbeing (SHEW)' code of practice. The *Contractor* shall ensure that all parties under sub-contract are familiar with the requirements of these documents.
4. The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before the *works* commence on the Site. The *Contractor* shall issue the Health and Safety Plan to the *Client* and Principal Designer for comment. The Health and Safety (Construction Phase) Plan has to be accepted by the Principal Designer and *Client* before *works* can commence on the Site.
5. The *Contractor* shall pay particular attention to ensuring the safety of the public during the construction phase particularly when working in public open spaces or residential areas.
6. The *Contractor* shall positively locate all services when plans indicate they are in the vicinity of the construction works even if they do not appear to be located within the immediate working area.
7. The *Contractor* shall provide; first aid facilities, materials and personnel trained in first aid, for the benefit of his own people, those of his sub-*Contractors* and the site staff of the *Project Manager*, Investigation Consultant and *Client*.
8. The *Contractor* shall provide regular toolbox talks to site personnel to ensure that health and safety issues, the requirements of the contract and the design and the contents of the method statements are communicated throughout the site team.
9. The *Contractor* shall report any health and safety incidents on site using the procedure outlines in "Environment Agency Operational Instruction 300_10_SD20: Reporting incidents at *Contractors'* sites". The *Contractor* shall provide a written report within twenty-one days of the incident, unless otherwise agreed with the *Project Manager*.
10. The *Contractor* shall copy the *Project Manager* in on all correspondence with the Principal Designer. The Principal Designer has been appointed by the *Client*.

S 1102 Method statements

1. The *Contractor* provides a method statement to the *Project Manager* for each operation at least two weeks prior to the commencement of the *works* to which it applies. Works shall not progress unless the *Project Manager* accepts the Method Statement. The method statement for each operation includes, but is not limited to:
 - risk assessments of the work;
 - people and resources proposed;
 - timing and sequencing of materials and equipment;
 - indication of activities that represent a higher level of risk to safety, health and environment;
 - safety, health and environment controls proposed; and,
 - any permit to work proposals.

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1. The *Project Manager* may inspect the *Contractor's* compliance with the *Client's* and the *Contractor's* safety, health and environment requirements and procedures. The inspection may be unannounced.
2. The Principal Designer will undertake regular checks on the *Contractor's* Health and Safety procedures including record of site inductions, tool box talks, confined space procedures and certifications, and PPE.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

1. No additional requirements other than those included within the Contract.

S 1202 Acceptance procedures

1. Refer to Clause 26.

S 1300 Title

S 1301 Marking

1. No requirements.

S 1302 Materials from Excavation and demolition

1. The *Contractor* has no title to materials arising from excavation or demolition.
2. The *Contractor* is responsible for the removal and appropriate disposal of all waste from the Working Areas in accordance with the Site Waste Management Plan (if applicable) and the Scope.

S 1400 Acceptance or procurement procedure (Options C and E)

1. Not used.

S 1500 Accounts and records (Options C)

S 1501 Additional Records

1. In addition to those records detailed in Clause 52.2 and the Environment Agency's Minimum Technical Requirements, the *Contractor* keeps the following records:
 - Timesheets and site allocation sheets,
 - Equipment records,
 - Forecasts of the total Defined Cost and forecast total of the Prices

S 1502 Statements of account

1. The *Contractor* shall prepare his final account complete with full supporting information cross referenced as appropriate. A full set of works record sheets, invoices, site instructions and Compensation Events shall be submitted with the final account.

S 1600 Parent Company Guarantee (Option X4)

2. Not Used

S 1700 *Client's work specifications and drawings*

S 1701 *Client's work specification*

1. The *Client's* Works Specification is Kearsley FRMS GI Specification for Ground Investigation (Appendix A) and the version of the *Client's* Minimum Technical Requirements current at the contract date.
2. Insofar as any clause in the Works Specification conflicts or is inconsistent with any incorporated provision of the *Clients'* Minimum Technical Requirements, the clauses in the Works Specification always prevail. If the *Contractor* is in any doubt as to an interpretation, the matter should be raised with the *Project Manager* who shall decide the issue.

S 1702 *Drawings*

1. The drawings contained within Appendix A further describes the *Client's* requirements for the *works*.

S 1800 BIM Requirements

1. Appendix 1 to the CIC BIM Protocol is to be replaced with the project specific Information Delivery Plan (IDP), provided by the Client.
2. All *Client* issued information referenced within the Information Delivery Plan remains within the Site Information unless it is referenced elsewhere within the Scope.

Appendix A – Ground Investigation Specification Document

Appendix B – Environmental Action Plan