

**What's this document
about?**

FCRM Operational Framework
Lot 1 NEC4 ECSC template

Who does this apply to?

Area Operations

**Contact for queries
and feedback**

- [National Field Operations](#)
 - Anonymous feedback for this document can be given [here](#)
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NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – North West Hub

A contract between

The Environment Agency

Horizon House

Deanery Road

Bristol

BS1 5AH

And

For

GMMC Culverts Package 2 (2021)

Contract Forms

- **Contract Data**
- **The *Contractor's* Offer and *Client's* Acceptance**
- **Price List**
- **Scope**
- **Site Information**

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Richard Fairclough House, Knutsford Road, Latchford, Warrington WA4 1HT	
Address for electronic communications		
The <i>works</i> are	<p>Repairs and surveys to culverts including, CCTV surveys, silt and debris removal, lining repairs and general repairs. Three culverts below in the GMMC region have been identified as being below condition grade - Jenny Beck, Wardle Brook and Black Brook St Helens. This contract includes for repairs to the Jenny Beck culvert. Wardle and Black Brook may be added to the scope post award subject to approval of the business cases and funding, with both schemes likely to have a value of over £250k.</p> <p>A scheme to construct a small flood embankment near Preston may also be included subject to the business case and funding approval. The value for this would also be over £250k.</p>	
The <i>site</i> is	<p>Jenny Beck Culvert – BL3 6RA</p> <p>Wardle Brook – OL12 9JZ</p> <p>Black Brook – WA11 0AB</p> <p>Lentworth Drive Embankment – Lentworth Drive Lancaster, LA1 4RJ</p>	
The <i>starting date</i> is	03 January 2023	
The <i>completion date</i> is	31 March 2024	
The <i>delay damages</i> are		Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks

The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	■	% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	■	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum ■ in respect of every claim without limit to the number of claims	

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract		The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works		Minimum £nil in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers	
The <i>tribunal</i> is		litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions			
Only enter details here if additional conditions are required.			
Z1.0	Sub-contracting		
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.		
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.		
Z2.0	Environment Agency as a regulatory authority		
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.		
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.		
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.		
Z3.0	Confidentiality & Publicity		
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.		
Z4.0	Correctness of Site Information		
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.		
Z5.0	The Contracts (Rights of Third Parties) Act 1999		
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.		
Z6.0	Design		
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.		
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.		
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.		
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.		

Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Scope and Site Information particular to an individual project is contained within its Site Specific Pack.
Z30.0	Material Price Volatility
	The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the</p>

	corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.																																							
Z30.4	<p>Compensation Events</p> <p>The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.</p> <table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 22</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table> <p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none">- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No	30 th Nov 21	In period costs only	No	31 st Dec 21	In period costs only	No	31 st Jan 22	In period costs only	No	28 th Feb 22	In period costs only	No	31 st Mar 22	In period costs only	No	30 th Apr 22	In period costs only	No	31 st May 22	In period costs only	No	30 th Jun 22	In period costs only	Forecasted costs for remainder of contract
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31 st May 22	In period costs only	No																																						
30 th Jun 22	In period costs only	Forecasted costs for remainder of contract																																						

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Cheetham Hill Construction Ltd	
Address for communications	Woodhill Rd, Bury, BL8 1AR	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	[REDACTED]
The people rates are	As per Framework Pricing Workbook	
category of person	unit	rate
Framework Manager	Hour	[REDACTED]
Site Agent	Hour	[REDACTED]
Foreman	Hour	[REDACTED]
Chartered Structural Engineer	Hour	[REDACTED]
The published list of Equipment is		As per Framework Pricing Workbook
The percentage for adjustment for Equipment is		As per Framework Pricing Workbook

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	£189,840.54
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	
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Date	14 November 2022
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
------	--

Position	
----------	--

Signature	
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Date	13/12/2022
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Price List

<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p> <p>If the <i>Contractor</i> is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.</p> <p>If the <i>Contractor</i> is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered. For the avoidance of doubt the rate will not be adjusted.</p>
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<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p> <p>If the <i>Contractor</i> is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.</p> <p>If the <i>Contractor</i> is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered. For the avoidance of doubt the rate will not be adjusted.</p>
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[illegible]

The method and rules used to compile the Price List are

N/A

Scope

The Works are to undertake repairs and silt / debris clearance to culverts in the GMMC region, plus a small embankment near Preston. Initially this will include Jenny Beck only. Black Brook, Wardle and the Preston embankment may be added by way of Compensation Events subject to funding and approval of a business case. The costs work to be added will be priced using the rates provided in the Jenny Beck tender. The Client may decide to pay for the additional work at agreed framework rates or on a cost reimbursable basis, with the preliminary costs likely to be in line with the Jenny Beck tender costs.

1. Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

This contract relates to repair works and debris removal at Jenny Beck Culvert. A schedule of the repair works has been included in the Price List. This schedule has been prepared by [REDACTED] from CCTV surveys.

It is anticipated that further repair work may be required, and this will be instructed by compensation event.

The actual volumes of debris to be removed may vary (up or down) from the volume given in the Price List. Debris removed is to be placed in skips so that the actual volume removed can be agreed and paid for at the rate stated by the *Contractor* in the Price List. schedule. The *Client* may also instruct for the disposal of silt / debris as a compensation event.

Investigation works may be required but the *Contractor* should not allow for any costs relating to this. The *Contractor* may be asked to provide attendances for the *Client's* consultant to carry out inspections. The supplier may also be asked to provide input from specialist suppliers to advise on repair methods.

Repair works and debris clearance will be required to other culverts and will be instructed by compensation events. The supplier may be requested to agree costs on the basis of previously agreed rates and / or rates from the framework schedule of rates. The *Client* may also instruct that the works may be values in accordance with the contract

It is anticipated that the work will be completed during the period April to September when flows are more likely to be generally low. It is also anticipated that fluming will be used to isolate sections of the culvert from the water flow to enable the repair work to take place. The *Contractor* will allow for all the costs for establishing, maintaining and moving the flume or any other pumping provisions the *Contractor* deems necessary in order to maintain a dry working area.

The *Contractor* will be responsible for locating any compound and /or laydown areas required. The *Client* will pay any costs for rental. The *Contractor* will be responsible for fencing and security of the site. The *Contractor* should note that there may buried services in this area and a GPR survey will be required prior to any excavations, which the *Client* will pay for by way of a Compensation event

The *Contractor* is required to liaise with the Principal Designer [REDACTED] to produce the Health & Safety File on completion and produce the SWMP. The completion certificate will not be issued until these are completed.

Repairs to Brick work shall be carried out using Solid Class A Engineering Brick and Mortar.

Details to the repairs to the circumferential cracks will be issued within one week (Scope will be updated)**

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENV0004170C-JBA-XX-02-DR-C-0001-S3-P01-A1200 EA3-LOD3	PO1	Location Plan
ENV0004170C-JBA-XX-02-DR-C-0002-S3-P01-A1200 EA3-LOD3	PO1	Defects_Plan (1-7)
ENV0004170C-JBA-XX-02-DR-C-0003-S3-P01-A1200 EA3-LOD3	PO1	Repairs_Plan (1-6)
ENV0004170C-JBA-XX-02-DR-C-0004-S3-P01-A1200-EA3-LOD3		Repair Details
ENV0004170C-JBA-XX-02-FN-C-0004-S3-PO1-A1200-EA3-LOD3		Defects Schedule
ENV0004170C-JBA-XX-02-FN-C-0004-S3-PO1-A1200-EA3-LOD3		Repairs Schedule

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Minimum Technical Requirements		yes
Civil Engineering Specification for the Water Industry	V1	yes

4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

A GRP survey of the site will be required before any excavation work takes place. An Environmental Permit will be required from the Environment Agency prior to any works in or adjacent to the watercourse.

The Contractor is to prepare, for the Client's acceptance, the Construction Phase Plan (CPP) and will need to comply with the requirements of the Environmental Action Plan (EAP) prior to starting the works.

The Contractor shall not commence any work on the site until the Client, or their representative, has accepted the method statements and risk assessments related to this contract.

The Contractor must ensure that appropriate consents/permits including highways permits are granted from the Local Authority and other relevant agencies where required. The associated costs of these applications will be paid by the Client.

The Contractor carries out all preparatory and preliminary works.

The Contractor disposes of all waste off site, unless agreed otherwise with the Client

The Contractor notifies the Client , at least 20 working days in advance, of the date of intended first entry to each area of land ownership for the purpose of construction and/or occupation with the following information:

- Marked up plan of the Contractor's actual maximum working
- Expected duration of the works on the affected land
- General description of the proposed works on the landholding

The Contractor must secure the Site. The Contractor must make sure the works do not affect the safety and security of others. A detailed traffic management plan will be required for the works area.

The Contractor shall be responsible for any damage to existing roads, accesses, land, property or other works, caused by his operations. The Contractor shall form, maintain and subsequently remove any materials, barriers and fencing required for the purpose of accessing the Site in a safe manner and is responsible for keeping the access routes safe for other users where permitted/unavoidable. All such features should be removed on completion of the works or as instructed by the Project Manager.

Throughout the contract, the Contractor co-operates with the Highway Authority concerning the works in, or access to, the highway. The Contractor informs the Project Manager of any requirements or arrangements

made with the relevant authorities. The Contractor promptly removes mud and debris from the highway and public access routes.
The Client will arrange for property surveys prior to works commencing. The Contractor shall complete a survey of the condition of the Site and highways potentially affected by the works within one week of the access date and will supply a copy of the survey to the Client. The Client will be given the opportunity to attend the survey. The Site shall be reinstated upon completion of the works to an equivalent or to a better condition. All reinstatement work shall be agreed prior to commencement with the Environment Agency Project Manager and the landowner.
The Contractor keeps local residents informed of the effect of the construction works on their land and property. The Client will provide a contact list on contract award.
<p>The Contractor obtains all consents and approvals required to complete the works that are not acquired by the Client including but not limited to:</p> <ul style="list-style-type: none"> - Environmental Permits - Traffic Orders - Environmental Health permit (the local Environmental Health officer may require a permit due to noise issues)
The Contractor is to maintain existing flow capacity of the watercourse at all times during the course of the works, or as otherwise agreed as part of the Environmental Permit application (submitted under separate contract). Where alternative flow routes or conveyance methods, e.g. pumps, are proposed these must be submitted in advance to the Project Manager for acceptance in addition to other consenting processes. Any temporary works associated with the execution of the works must not increase flood risk.
<p>The Contractor must have and use written a quality management system.</p> <p>The quality management system must show;</p> <ul style="list-style-type: none"> • how the Contractor will ensure the works meet the Contractor's quality statement; • who manages the Contractor's quality management system; and, • how the Contractor will check work items (including tests and inspections), record this check and certify as complete. <p>The Contractor certifies work items as complete following his quality management system.</p>
The Contractor produces a Site Waste Management Plan and keeps the Site Waste Management Plan up to date throughout the works.
The BIM Information Manager is the Client Project Manager. The Contractor shall comply with the Client's BIM requirements.
<p>The Contractor shall attend monthly progress meetings that are chaired by the Project Manager who produces the agenda and organise the minutes of the meeting.</p> <p>For the progress meeting the Contractor shall produce a progress report detailing works progress since the last meeting, health and safety checks and incidents, progress against programme, public relations/interaction, planned works, commercial situation, any other issues.</p>
Working times
The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)
5. Requirements for the programme
State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List and any other activities required to complete the Scope.
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided

Site Information

Pre-construction Information – (an updated PCI will be issued prior to starting on site)

ENV0004170C-JBA-XX-02-RP-C-0002-S3-PO2-GO200-EA3-LOD3-Pre-Construction-Info

EA042017-065-Jenny Beck 165685 CCTV report

ENV0004170C-JBA-XX-02-RP-C-0004-S3-PO1-BO700-EA3-LOD3-Buidability Statement

ENV0004170C-JBA-XX-02-RP-EN-0002-S3-PO1-CO600-EA3-LOD3-Environmental Action Plan

ENV0004170C-JBA-XX-02-FN-C-0001-S3-PO1-A1200-EA3-LOD3-Key-CCTV Photos

Jenny Beck Culvert – Designer's Risk Register SO-PO1.01

LIT16688 Working in Confined Spaces

SI 100 Services -Affected/Not Affected (Large File to be provided via Share File)

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <p>Form of Contract: NEC 4 Sub Contract</p>	Man Entry Repairs to Culvert Walls & Invert
2.	<p>Form of Contract:</p>	-9
3. +-9	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	