1. NEC4 Engineering and Construction Short Contract	
A contract between	**The Environment Agency** [redacted] [redacted] [redacted] [redacted]
And	
For	**Castle Mill Sluice Rope, Seal & Control Panel Replacement 2025**
	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 *Client* is	
Name	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	To undertake improvements to the stop logs and installation methodology, rope and seal replacement to all 3 gates and design and installation of replacement control panel.	
The *site* is	[redacted]	
The *starting date* is	30 June 2025	
The *completion date* is	15 December 2025	
The *delay damages* are	£25	Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	0	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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 less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	Contract Price	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* 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 *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £……. 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 *Adjudicator nominating body* is	The Institution of Civil Engineers

The *tribunal* is	litigation in the courts

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions

Only enter details here if additional conditions are required.

~~X15~~	~~The Contractor is not liable for a Defect which arose from its design unless it failed to carry out that design using the skill and care normally used by professionals designing works similar to the works~~
Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of a valid invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power

	• Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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.
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.
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate] The Average Weekly Earnings index (Construction)(AWE) 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [Client set] total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	ECS Engineering Services Ltd	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	As per AOMR Framework agreement	%
The *people rates* are	As per AOMR Framework agreement	
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

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	£ 204,526.08
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	Precontract Director
Signature	[redacted]
Date	20/6/25

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	[redacted]
Position	Bedford Operations Manager – East Anglia Area
Signature	[redacted]
Date	31/07/25

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]

17	[redacted]	[redacted]	[redacted]		[redacted]
				The total of the Tendered Prices	£ 204,536.08
				~~**Additional** Cost for Accoloration of Soal/Rope Roplacemont (not included in tondored total)~~	~~£ 24,607.32~~

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the *works*

1.1 Project Background

1.1.1 Location and Function

Castle Mill Sluice is located on the River Great Ouse, approximately 1 km northeast of Bedford. It regulates water levels in the river and is adjacent to Castle Mill Lock. The sluice comprises three drop leaf gates set within reinforced concrete side and centre walls, with additional concrete wing walls. A service bridge on-site spans the sluice and supports the gate-winding equipment, while a downstream vehicle bridge provides access to the opposite bank. The sluice maintains a minimum water level for navigation upstream.

1.1.2 Project Scope

This project aims to reduce the risk of sluice gate failure, including potential rope breakage, and to improve the effectiveness of gate seals in limiting water passage. Additionally, it will address health and safety (H&S) concerns related to:

- Installing stop log central stanchions.
- Using the on-site hoist for lifting and removing stop logs.

The project will also replace the control panel, mitigating issues caused by obsolete components. All works must be completed in line with specified milestones and the contract completion date.

1.1.3 Contract Objectives

The contract ensures that Castle Mill Sluice remains operational and continues to maintain the required water level for navigation upstream. It also establishes an effective contingency plan to safeguard its functionality.

1.2 Description of the Works

1.2.1 Stop Log and Installation Methodology Improvements

- **Modification of Dam Board Lifting Lugs**
  Modify the lower section lifting lugs/eyes on the three dam boards. The current positioning of the lifting eyes prevents the upper section from seating correctly onto the lower section when lifting equipment is attached. The modification should allow the lifting chains to remain attached to the lower stop logs, eliminating the need to enter the water to remove and reattach lifting equipment. A demonstration upon completion is required to confirm the modification's success.

- **Installation of Lockable Gates**
  Replace sections of the pedestrian barrier on the upstream side of the equipment bridge with lockable gates at six locations. This will improve access for operatives when fitting the securing bolts through the stanchions/king posts into the upstream face of the equipment bridge.

- **Chequer Plate Installation for Improved Access**
  Install a chequer plate to cover the gap in the base of the hoist, allowing operatives to position themselves more effectively when installing the fixing bolts. Drainage holes should be incorporated as necessary.

- **Harness Fixing Points for Operative Safety**
  Design and install suitably rated harness fixing points to improve safety when installing the stanchion fixing bolts. The initial proposal is to replace the Kee Klamp intermediate posts on the downstream side (opposite the bolt holes) with new load-rated posts. These posts will support the fence railings while incorporating harness attachment points. Upon completion, a PFPS (Personal Fall Protection System) technical file, containing the minimum required information as defined in BS 7883:2019, shall be submitted to the Client.

- **Powered Actuator Installation for the Winch**
  Design and install a powered actuator to replace the existing hand-operated winch, which is time-consuming and labour-intensive. Where possible, the existing winch should be retained, with the actuator fitted to allow for a manual override in case of failure or unavailability. A Modec MC89 actuator, previously used at another site, shall be procured and supplied to the Client. The design, spare parts list, and operation and maintenance manual shall be provided upon completion for inclusion in the H&S file.

- **Provision of Design and Operational Documentation**
  Supply all relevant documentation, including:
  - Design information and certification
  - As-built drawings
  - Operation and maintenance manuals
  - List of spare parts and materials
  - Design supplier details
  - Any other relevant information for inclusion in the H&S file.

- **Encouraging Innovation and Value Engineering**
  Innovation is actively encouraged. *Contractor* should explore opportunities to improve the stop log installation methodology through design modifications and value engineering. Any proposed improvements should be submitted as part of the tender submission.

1.2.2 Rope and Seal Replacements

- **Stop Log Installation and Bay Isolation**
  Utilise the on-site hoist, winch, and improved stop log installation methodology to isolate each bay one at a time. Tarpaulin may be required to ensure sufficient sealing.

- **Replacement of Gate Seals**
  Replace the side and base seals on all three gates on a like-for-like basis. Existing known details are included in the Pre-Construction Information (PCI), specifically drawing ref. BR/01/13/47. However, the accuracy of the drawings cannot be confirmed, and the *Contractor* is responsible for verifying dimensions before proceeding.

- **Replacement of Ropes and Associated Components**
  Replace the ropes, turnbuckles, shackles, and other associated components on all three gates. The existing rope specifications are provided in the PCI, where available. Rope lubrication to be done with Prolan MEDIUM Grade Lubricant. The *Contractor* must record the open and closed positions of all three gates before commencing rope replacements. The *Contractor* must also review previous rope issues outlined in PCI Appendix C.

- **Gate Function Testing Before Removing the Dam**
  Upon completion of rope and seal replacement for each gate, and before removing the upstream dam,

the *Contractor* must demonstrate to the Client that the gate operates through its full range of movement, in line with pre-work operating parameters, unless otherwise agreed.

- **Final Inspection and Sluice Operation Testing**
  After removing the upstream dam, the *Contractor* shall inspect and demonstrate that the sluice operates effectively and that the new seals do not exhibit excessive leakage.
- **Provision of Documentation**
  The *Contractor* must supply all relevant documentation, including:
    - Certificates of thorough examination for all replacement lifting components, including dimensions and specifications.
    - List of materials used and suppliers' information.
    - Details of any modifications made.
    - Any other relevant information for inclusion in the H&S file or the operation and maintenance manual.

1.2.3 Control Panel Replacement

- **Design and Approval of the New Control Panel**
  The *Contractor* shall undertake the design of a new relay control panel, ensuring full compliance with the latest MEICA (Mechanical, Electrical, Instrumentation, Control, and Automation) standards. The design must be submitted to the *Client* for approval before procurement and installation. The replacement panel shall be compatible with the existing sluice control systems and adhere to all relevant standard specifications. The control shall utilise the level probes and replicate the existing control philosophy.
- **Compliance with MEICA Standards**
  The *Contractor* must demonstrate full compliance with applicable MEICA specifications, providing documented evidence at key stages, including design, procurement, installation, and commissioning.
- **Removal and Return of the Existing Control Panel**
  The existing control panel shall be carefully removed and returned to the *Client* for reuse as spare parts at other sites with similar equipment. The *Contractor* must ensure the panel is decommissioned safely and remains in a recoverable condition during removal.
- **Factory and Site Acceptance Testing**
  The *Contractor* shall complete Factory Acceptance Testing (FAT) prior to shipping the new control panel, ensuring that all components function according to the approved design and specifications. Following installation, Site Acceptance Testing (SAT) must be conducted to confirm the system operates as intended on-site. SAT shall include, but not be limited to, functional testing to confirm that all control and automation processes operate as required, as well as integration checks with existing mechanical and electrical systems. The *Contractor* must provide test reports for both FAT and SAT, including detailed results and any corrective actions taken during testing.
- **Provision of Documentation**
  The *Contractor* shall supply all relevant documentation for inclusion in the H&S file, including:
    - Design specifications and compliance reports.
    - As-built drawings of the installed system.
    - Single Line Diagram (SLD) showing the electrical system's configuration and connections.
    - Test certificates and commissioning records.
    - Operation and maintenance manuals.
    - List of all new parts with supplier details, including critical spare parts.

1.3 Contractor's Design

1.3.1 Design Requirements

The *Contractor* is required to provide designs for the following elements:

- Access Gates Design
- Harness Fixing Points Design (to LOLER)
- Powered Actuator Fitment Design
- Dam Board Lifting Lug Modifications
- Chequer Plate Installation Design
- Control Panel Design

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.6 Sharing the Site with the Client and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. There are no Others expected to be working at the site at the same time.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works.

1.7 Management of the W*orks*

1.7.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Monthly AOMR progress meetings from the starting date to receipt of satisfactory H&S file. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the starting date to Completion date. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client.*
- Early Warning meetings as instructed by either Party.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Site Daily Log

1.8.2 The weather measurements are to be supplied by: Met Office from the nearest rainfall gauge.

1.9 Quality Management

1.9.1 Tests and Inspections

The *Contractor* shall carry out the following tests and inspections:

- **Gate Operation**
  - Full gate travel
  - Top and bottom limit switch function

    - Slack rope switch operation
    - Operation of gates under water pressure
    - To be completed before progressing to the next gate or demobilisation.
- **Rope and Seal Installation**
    - Inspect and test new ropes, turnbuckles, shackles, and seals to confirm correct installation and functionality.
    - Verify that seals do not exhibit excessive leakage after installation.
- **Portable Powered Actuator**
    - Test operation under full load conditions, including manual override functionality.
- **Control Panel**
    - Verify full functionality, including integration with mechanical and electrical systems.
    - Conduct Factory Acceptance Testing (FAT) before shipment and Site Acceptance Testing (SAT) after installation.
- **Final Inspection and Demonstration**
    - Confirm all works meet required performance standards.
    - Provide a demonstration to the Client verifying successful operation.
- **Test Reports**
    - Submit detailed test reports covering all inspections and corrective actions, including FAT and SAT results.

1.9.2 The *Client* shall carry out the following tests and inspections:

- Visual inspection on completion of works before demobilisation.

1.9.3 Until the *defects date,* the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, licenses and/or agreements from third parties for the permanent works.

- Confirmation has been obtained that a Flood Risk Activity Permit (FRAP) is not required for these works.

1.10.2 The *Contractor* shall obtain the necessary consents, licenses and/or agreements from third parties for the temporary works.

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as Principal Contractor and Designer under the Regulations.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *Contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Not used

1.14 Completion

1.14.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

1.14.2 The following criteria must be met for the *works* to be certified as Complete:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.14.3 Absolute Requirements for Completion Certification

The following items are mandatory for Completion to be certified. Without these, the Client will be unable to use the works:

- Health & Safety File Documentation (as required by the Principal Designer), including but not limited to:
    - As-built drawings, if any design changes were made.
    - Maintenance plans for all installed components.
    - Test certificates for ropes, turnbuckles, shackles, and all lifting components.
    - Details and dimensions of installed seals.
    - Design details and technical file for the PFPS (Personal Fall Protection System), including the minimum required information as per BS 7883:2019.
    - Design details for the lifting eye modifications to confirm compliance with installation requirements.
    - Operational manual for the portable powered actuator, including design drawings for any fitments.
    - Control panel documentation, including:
        - Design specifications
        - FAT/SAT test reports
        - Single Line Diagram (SLD)

- List of all new parts, including supplier details and critical spare parts.
- Photos, where relevant, to document installation and modifications.

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor*'s application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

[redacted]

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Occasional. At request of either party

1.16.2 Location: On site

1.16.3 Chairperson (who will also take and distribute minutes): N/A

2. Drawings

Drawing Number	Revision	Title
List as builts that have relevance , such as the seal drawings		

3. Specifications

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
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	

Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
MEICA Management - Low voltage electrical equipment (LIT 13129)		
AOMR Technical Specifications – Lot 2 – MEICA Refurbishment and Maintenance	V 1	
Lot 2 – MEICA Specification		
Exchange Information Requirements (BIM)	V3	
Exchange Information Requirements (EIR)	V3	

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

4.1 Risk Management

4.1.1 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

4.1.2 The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*.

4.1.3 River Conditions and Continuation of Work - Castle Mill Sluice is located on a navigable section of the River Great Ouse. The Environment Agency issues River Advice for Boaters relevant to this stretch.

The issuing of Caution or Strong Stream Advice shall not, in isolation, be considered sufficient justification to stop works. The decision to continue or suspend work shall be based on a daily risk assessment carried out by the *Contractor*, taking into account:

- River flows and levels (which can be monitored remotely via the Environment Agency website),
- On-site inspections as appropriate,
- Weather forecasts, and
- The nature and scope of works planned.

Unless otherwise agreed with the *Client*, the *Contractor* shall assess conditions each day to determine whether it is safe to continue. Where works have been suspended, remote monitoring of river levels may be used to inform the decision without the need for a daily site visit, provided safety and site security are maintained.

4.2 Communications

4.2.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Chris Collin. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2.2 All communications from the *Contractor* to the *Client* shall be sent to Chris Collin and Nick Tunstill

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.3.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.17 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

4.3.20 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.3.21 No fires may be lit on site unless expressly authorised by the *Client*.

4.4 Choice of Equipment

4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.2 The *Contractor* ensures that all plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

4.5.1 Works will not require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency, as confirmed by PSO.

As detailed within the PCI, PSO have confirmed that a FRAP is not required for these works.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1 The access to site is limited to the opening times of Rogers of Bedford (M-F 0830-1730), unless otherwise agreed with by the *Contractor*.

5. Requirements for the programme

5.1 Programme Submission

5.1.1 The *Contractor* shall submit their programme with the Contractor's Offer for acceptance. Each programme submitted for acceptance shall be in the form of a Gantt chart showing the critical path, the proposed order and timing of the works, and the planned plant and labour resources.

The programme shall include the following:

(a) Period required for mobilisation, planning, and post-contract award activities.
(b) Starting date of the contract.
(c) Each of the activities listed within the Price List.
(d) Key third-party interfaces, including:
- Lead-in periods for materials and sub-contractors.
- Time required to obtain consents/waste permits.
- Stated constraints and contractor's risks.

(e) Completion date.

The *Client* has set the following key milestones:

- **Stop Log Improvement, Rope & Seal Replacement**
  - Mobilisation / Design Completion – 08/08/2025
  - Construction Completion – 12/09/2025
  - H&S File Information Submission – 26/09/2025

- **Control Panel Replacement**
  - Design Submission – 28/07/2025
  - Procurement Completion – 17/11/2025
  - Construction Completion – 01/12/2025
  - H&S File Information Submission – 15/12/2025

- **Contract Period**
  - Start Date: 30/06/2025
  - End Date: 15/12/2025

The Contractor shall review these milestones and propose any necessary adjustments to ensure a realistic and achievable programme. Any proposed changes must be justified, explaining the reasons for deviation.

5.2 The *Contractor* shall submit an updated programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to;

- Ahead of the monthly AOMR progress meeting (see 1.7.3 above); or
- When the *Contractor* chooses to.

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

Item	Date by which it will be provided
PCI document/Site Information	Provided with this document
Hazard Map	Provided with this document
Fastdraft Access	Contract start date
As built drawings for gates, stoplogs and gantry	Contract commencement
Existing Panel wiring drawings & Final URS	Contract commencement
Water Level Historical Data	Contract Commencement
Details of replacement controls required	Contract Commencement

Site Information

Site information is provided in the PCI and Supporting Information folder

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	

3.	Form of Contract:	
4.	Form of Contract:	