



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Asset Operation, Maintenance and Response (Asset OMR) Framework For Lot 2 MEICA (Refurbishment and Maintenance)

Template version history

| | |
|-------|---|
| V 1 | Go live template |
| V 1.1 | Reversion to Bidder pack version |
| V 1.2 | Amendment to include guidance from go live template, updated reference documents, corrected x8 and Z110 and pre-population of fields where possible |
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| | |

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response (Asset OMR) Framework

Lot 2 MEICA (Refurbishment and Maintenance)

| | |
|--------------------|--|
| A contract between | The Environment Agency Horizon House Deanery Road Bristol BS1 5AH |
| And | Fairfield Control Systems Ltd |
| For | Gaters Mill Eel Pass Project |
| | Contract forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's Offer</i> and <i>Client's Acceptance</i>- Price List- Scope- Site Information |
| | |

Contract Data

The *Client's* Contract Data

| | | |
|---|---|------------------------|
| | The <i>Client</i> is | |
| Name | Environment Agency | |
| Address for communications | The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH | |
| Address for electronic communications | [REDACTED] | |
| The <i>works</i> are | <p>To install all necessary electrical components required for the operational functionality of a newly installed eel pass at Gaters Mill, as per the Scope. This shall include:</p> <ul style="list-style-type: none"> • Installing associated monitoring and signaling equipment • Provision of all necessary CDM documentation and as-built drawings | |
| The <i>site</i> is | Gaters Mill on the River Itchen at SU4539115650 | |
| The <i>starting date</i> is | 02/02/2026 | |
| The <i>completion date</i> is | 08/05/2026 | |
| The <i>delay damages</i> are | £nil | Per day |
| The <i>period</i> for reply is | One (1) | 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: | | |
| <p>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.</p> | | |

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 | Contract Price | |
| The <i>Client</i> provides this insurance | None | |
| Insurance Table | | |
| Event | Cover | Cover provided until |
| Loss of or damage to the <i>works</i> | Replacement Cost | The <i>Client's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | Replacement Cost | The defects Certificate has been issued |
| The <i>Contractor's</i> 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 <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> 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 <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 £2,000,000 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 *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.

| | |
|------|---|
| Z1 | Subcontracting |
| Z1.1 | The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the <i>subcontractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> 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 a valid invoice. |
| Z2 | 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 | Confidentiality & Publicity |
| Z3.1 | The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement. |
| Z4 | 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 | 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 | 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 | Change to Compensation Events |
| Z7.1 | Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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 | 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 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with: 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. |
| Z10 | Data Protection |
| Z10.1 | The requirements of the Data Protection Schedule shall be incorporated into this contract |
| Z11 | 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 (Lot 2) |
| Z110.2 | 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 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 | Fairfield Control Systems Limited | |
| Address for communications | | |
| Randall Park Way, Retford DN22 7WF | | |
| Address for electronic communications | | |
| [REDACTED] | | |
| The fee percentage is | | |
| [REDACTED] | | % |
| The people rates are | | |
| As per AOMR South East Lot 2 Pricing Workbook | | |
| category of person | unit | rate |
| As per AOMR South East Lot 2 Pricing Workbook Plus Below | | |
| [REDACTED] | | |
| The published list of Equipment is | | N/A |
| The percentage for adjustment for Equipment is | | [REDACTED] |

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 £51,875.55

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Signature

Date 02/ 02/2026

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

Signed on behalf of the Client

Name

Position

Signature

Date 02/02/2026

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* 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.

If the *Contractor* 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.

| Item Number | Description | Unit | Quantity | Rate | Price |
|--------------------------------|--|------|----------|------|-------------------|
| 01 | Mobilisation/demobilisation including welfare provision | Sum | | | |
| 02 | Materials and Equipment | Sum | | | |
| 03 | Design and fabrication of control box | Sum | | | |
| 04 | Installation of all electrical equipment | Sum | | | |
| 05 | Provision of all necessary CDM documentation and as-built drawings | Sum | | | |
| 06 | Carbon Calculator assessment of the project | Sum | | | |
| 07 | Project Management | Sum | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| The total of the Prices | | | | | £51,875.55 |

The method and rules used to compile the Price List are

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

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the works

1.1 Project background

1.1.1 The *site* is located at Gaters Mill (NGR SU4539115650) which is a 3rd party asset on the River Itchen (GB107042022580). It is the site of the Lower Itchen Fishery, a popular brown trout, salmon, grayling and sea trout fishery. Eel (specifically elver) are also known to be present. The river passes under the M27 motorway before passing through a multi-arched/culverted bridge, which acts as a migration barrier for fish including eel. There is a plain baffle denil pass and a newly installed eel pass already on-site. This new eel pass was recently installed to ensure full compliance with the Eel Regulations (2009) and Environment Agency Health and Safety policies. The next phase of works will involve the installation and commissioning of all associated electrical components required for the operational functionality of the eel pass.



Fig 1. Photos showing the newly installed eel pass.

1.1.2 The objectives of this project are to:

- Enhance eel passage through Gaters Mill.
- Improve health and safety standards for maintenance and monitoring activities.
- Upgrade the quality and reliability of monitoring at the site.
- Ensure full compliance with the Eel Regulations (2009).

1.1.3 The objective of this contract is to install all necessary electrical components required for the operational functionality of the newly installed eel pass at Gaters Mill on the River Itchen in Southampton as per the approved designs, any other associated documents and the MEICA scope (as per MEICA Specification in Section 3 – Specifications).

1.2 Description of the works

1.2.1 The works are as follows:

- The *Contractor* will undertake all electrical works associated with the installation of the eel pass. This contract specifically relates to the provision, installation, testing and commissioning of the electrical components necessary to support the operation of the eel pass system, in accordance with the Specifications
- Prior to undertaking any work on site, the *Contractor* will undertake a site visit to satisfy themselves about the buildability of the installation. If the *Contractor* has concerns about the buildability, they will draw up questions and/or raise queries as Early Warnings.
- The *Contractor* shall comply with the CDM regulations and specifically in their role as Principal Contractor. The *Contractor* shall be responsible for planning, managing, monitoring and coordinating the health and safety aspects of the construction phase. The *Contractor* shall draw up the necessary CDM documents and check services. These will be proportionate to the level of works. The *Contractor* shall approve the CDM documents with the *Client*.
- The *Contractor* shall use all documentation provided from the eel pass installation phase including the HSF and as-built drawings.
- The *Contractor* shall undertake site mobilisation, including welfare provision. The *Contractor* may assume that the use of a mobile welfare unit can be used and parked up immediately adjacent to the site.
- Through consultation with the *Client*, the *Contractor* shall ensure that access to the work site is agreed and approved by the landowner and ensure that arrangements are in place for the placement of the compound and the facility of deliveries to site if applicable.
- The *Contractor* shall ensure that the works are discussed with the *Client*'s Hydrometry & Telemetry (H&T) team who will be responsible for telemetry on site and the Analysis and Reporting (A&R) team who own and manage the site and agreed with the *Client*.
- The *Contractor* shall design, supply and install a local wall mounted pump control panel for the new eel pass pump.
- The *Contractor* shall supply and install a lidded cable tray between the control hut and field junction box adjacent to the header tank.
- The *Contractor* shall install a suitable power cable from the new pump starter panel to the pump with an intermediate external point of isolation. This will be via a suitable plug and socket / isolator arrangement to allow simple pump replacement as required. This point of isolation needs to be secure in a suitable lockable enclosure.
- The *Contractor* shall ensure that the final connection to the pump shall be via an externally mounted IP44-rated commando socket with integral isolator, installed within a durable, lockable enclosure with suitable cable access to enable plug removal and pump replacement (Without unwiring plug).
- The *Contractor* shall ensure that some form of conduit for the new wires and existing wires on site from outside to the inside of the hut is installed.
- The *Contractor* shall supply and install a marshalling junction box and power socket.
- The *Contractor* shall supply, install and test/verify the correct functional operation of two flow switches to monitor flow to and from the header tank and ensure correct cabling is wired back to the marshalling box.
- The *Contractor* will supply a phase healthy relay and a pump status relay with associated cables supplied to the marshalling box.
- The *Contractor* shall ensure that they provide an electrical design to the *Client*'s MEICA representative for agreement prior to any works being carried out.
- The *Contractor* shall arrange for the legal disposal of the unused electrical items.
- The *Contractor* shall install the new eel pass electrical components of the eel pass as per the instructions herein and according to the design MEICA Specification in Section 3 – Specifications, titled 'MEICA scope specifically for electrical work Nov 2025'.
- The *Contractor* shall ensure that access for EA staff to the fish counter/counter hut is maintained at all times.
- After project completion, the *Contractor* shall use the EAs carbon calculator to ensure actual carbon emissions from these additional works are captured accurately within the existing carbon assessment provided.

1.2.2 The *Contractor* shall assume the following when delivering the works:

- That no environmental permits are required.
- That formal *Client* FAT is not required.
- That monthly programme updates are not required.

- That all fixings are in good condition and will be able to be removed with relative ease. Should this not be found to be the case and the process requires additional equipment and time to complete, this may be treated as a CE if raised and agreed with the *Client* at the earliest possible opportunity.
- That the Environment Agency's H&T Team will supply and install Telemetry outstation and battery backed power supply and terminate the cables to the marshalling box.
 - That there will be assistance from the *Client* to operate the eel pass pump during the flow sensor commissioning.

1.3 Contractor's design

1.3.1 The *Contractor* shall design, supply and install a local wall mounted pump control panel for the new eel pass pump

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 to be 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 The land is constantly accessed by anglers and the river keeper. The *Contractor* shall ensure that access must be maintained for these people at all times.

1.7 Management of the Works

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
- Half hour, bi-weekly (every 2 weeks) progress meetings from the *starting date* to 31st March 2026 or until the final documents have been submitted whichever is the sooner. The *Client* confirms that the date and venue of these meetings will be via Teams. The *Client* chairs and records these meetings
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.8 Weather Measurements

1.8.1 If weather conditions prevent all work on the site the *Contractor* shall make a contemporaneous record of this in FastDraft (Records>Contractor Weather Register) to ensure that any 60.1(9) compensation event can be correctly assessed.

1.9 Quality Management

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

- Completion of an electrical inspection and condition report (EICR) complying with BS7671:2018+A2:2022 covering both the newly installed services and the existing distribution/fuse board services

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

- None

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 None

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* 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.

1.12 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.

1.12.2 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.

1.12.3 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 subcontractor, the *Contractor* 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:

- Prior to demobilisation, the *Contractor* shall be required to check the functional operation of the pass with an EA Fisheries Technical Specialist, MEICA lead and H&T lead.
- The *Contractor* shall obtain *Client* sign-off of the works as per the design to confirm it has been installed to the Designer's specification.

1.14.3 The following are absolute requirements for Completion to be certified; without these items the *Client* is unable to use the *works*:

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
- As-built drawings if there have been any changes to design
- Maintenance plans

The *Contractor* shall supply a small O&M manual with details and drawings.

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 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. *Contractor* will wait for confirmation of invoice acceptance before submitting to SSCL

- ea_invoices-pa@environment-agency.gov.uk then
- apinvoices-env-u@gov.sscl.com

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Every two weeks for half an hour

1.16.2 Location: Virtual on Teams unless there is a specific reason to need to visit the *Contractor* on site.

1.16.3 Chairperson (who will also take and distribute minutes): *Contractor* PM.

2. Drawings

| Drawing Number | Revision | Title |
|---|----------|---|
| 400-03085-V05 | | Designer Risk Assessment_Gaters Mill_V05 |
| 402-03085-V05 | | RAG List_Gaters Mill_V05 |
| 401 – 03085 – V05 | | Buildability Statement_Gaters Mill_V05 |
| 200-03085_C010 | | GA and Sectional Elevation |
| 201-03085_C010 | | Eel Pass Units Pump and Sectional Elevation |
| 202-03085_C010 | | Flow Splitter Box & Eel Pass Details |
| 203-03085_C010 | | Header Tank & Bracket |
| HSF Gaters Mill C3217 ENV0004351C - JR_Fishtek | | Gaters Mill Eel Pass - CDM Regulations Health & Safety File including appendices. |
| | | Certification of fall arrest 28.10.25 |
| 3540442_Gaters Mill O&M Manual (Rev01) | | Gaters Mill Eel Pass Operation and Maintenance Manual |
| 200-03085_Z01 | | As built - GA and Sectional Elevation |
| 201-03085_Z01 | | As built - Eel Pass Units, Pump & Sectional Elevation |
| 202-03085_Z01 | | As built - Flow Splitter Box & Eel Pass Details |
| 203-03085_Z01.pdf | | As built - Header Tank & Bracket |
| 204-03085_Z01.pdf | | As built - Kee Klamp Railing GA Details |
| | | Carbon Assessment |

3. Specifications

List the specifications which apply to the contract.

| Title | Date or Revision | Tick if publicly available |
|--|---------------------|----------------------------|
| SHEW CoP | V7 | |
| Code of practice for electrical safety (CoPES): Part 1: | V 3 22/07/2020 | |
| Code of practice for electrical safety (CoPES): Part 2: | V 4 22/07/2020 | |
| MEICA scope specifically for electrical work Nov 2025 | 20/11/2025 | |
| Rotorflush Omnia Datasheet | | |
| CDM management for MEICA activities | V317/02/2021 | |
| Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework For Lot 2 – Mechanical and Electrical, Instrumentation, Control and Automation (MEICA) | V 1.7 28/04/2023 | |
| MEICA Specification – Part 1, General Requirements (LIT13219) | V5 14/12/2018 | |
| MEICA - Specification – Materials and mechanical installations (LIT 13220) | V2 03/07/2017 | |
| MEICA – Specification - Pumps (LIT 13228) | V2 | |
| MEICA- Specification- Electrical Installations (LIT 13230) | V2 | |

| | | |
|---|----------------|--|
| MEICA – Specification – Documentation (LIT 13240) | V2 | |
| MEICA – Specification – Instrumentation (LIT13238) | V2 | |
| MEICA – Specification – Switchboards (LIT16575) | V3 | |
| MEICA – Specification – Pump Starters (LIT13236) | V3 | |
| Minimum Technical Requirements (LIT13258) | V12 30/12/2021 | |
| Asset OMR Framework Deed of Agreement and Schedules | 04/03/2024 | |

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

4.1 Protection against Damage

4.1.1 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.

4.1.2 [Not used]

4.1.3 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.

4.1.4 Where Principal Designer input is required, the *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.1.5 [Not used]

4.1.6 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.

4.1.7 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 a quotation.

4.1.8 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*.

4.1.9 [Not used]

4.1.10 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 shall be reported directly to the *Client*.

4.1.11 A combination lock is present on site to access through the main gate. The code will be provided to the *Contractor* in advance of the work to allow access through the landowner's gates. The *Contractor* will ensure this gate is kept locked at ALL TIMES when not in use. A key for the padlock for the hut will be provided by the *Client* in advance of the works.

4.1.12 [Not used]

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

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

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

4.1.16 [Not used]

4.1.17 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*.

4.1.18 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.

4.1.19 [Not used]

4.1.20 [Not used]

4.1.21 [Not used]

4.2 Choice of Equipment

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

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

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

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

4.3 Permits

None

4.4 Working times

4.4.1 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*.

4.5 Site Restrictions

4.5.1 Access on site is over private land owned and managed by the Lower Itchen Fishery. Access arrangements must be agreed with the landowner prior to the works starting.

4.5.2 The electrical supply to the site comes from the adjacent Portsmouth Water pumping station. No *works* carried out can have the potential to affect the supply to the fish counter. No *works* carried out can affect the function of the existing fish counter equipment.

4.5.3 The *Contractor* will be appointed as the Principal Contractor under the Construction (Design and Management) Regulations 2015.

4.5.4 The *Contractor* shall note and comply with the following restrictions:

- Vehicle numbers must be kept to a minimum.
- Other parking sites have been identified in the local area.
- Welfare location needs to be agreed with the fishery owner.
- An area has been provisionally agreed for a mobile welfare unit next to the river. The *Contractor* must ensure that they do not park in any private parking spaces. The *Client* can provide parking details.
- There is a tunnel which may need to be driven through; the *Contractor* shall satisfy themselves that their vehicles can get through the tunnel.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme with the *Contractor's Offer* for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to;
- When the forecast date of Completion changes; or
- When the otherwise *Contractor* chooses to.

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

Guidance

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 |
|-------------------|---|
| FastDraft Access | Within 1 week of the <i>starting date</i> |
| Carbon Calculator | Within 1 week of the <i>starting date</i> |
| | |

Site Information

The site

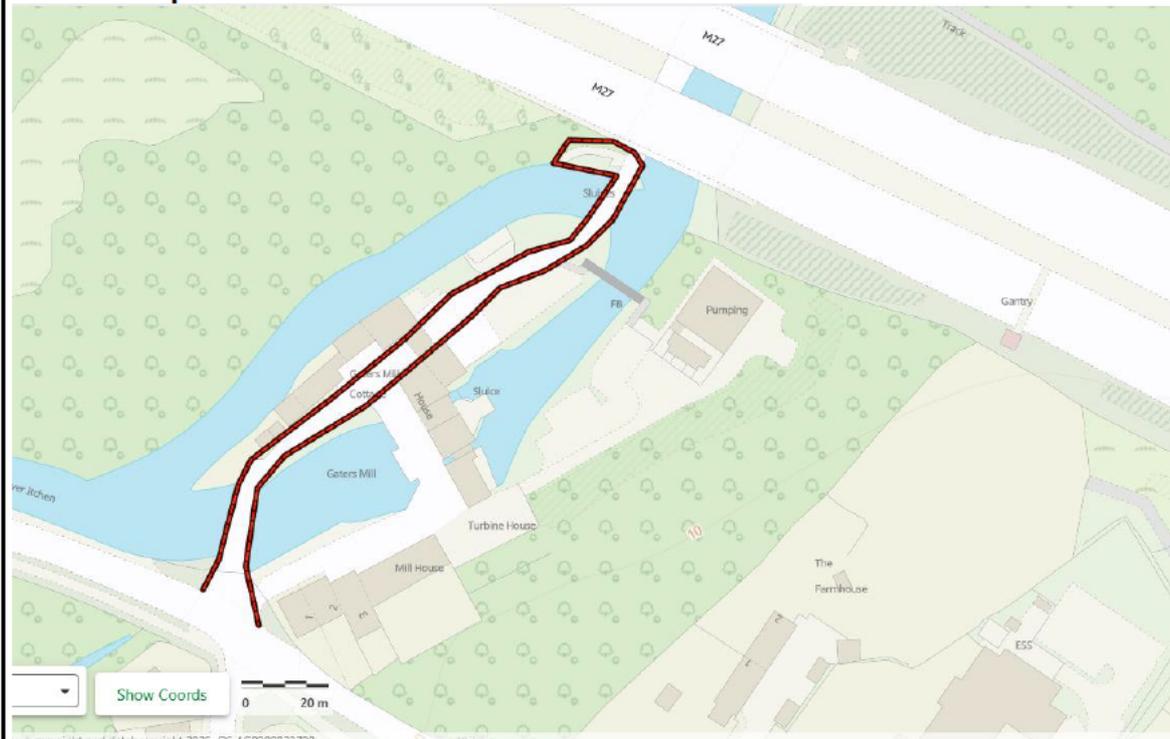
Description: The *site* is located at Gaters Mill (NGR SU4539115650) which is a 3rd party asset on the River Itchen (GB107042022580). It is the site of the Lower Itchen Fishery, a popular brown trout, salmon, grayling and sea trout fishery. Eel (specifically elver) are also known to be present. The river passes under the M27 motorway before passing through a multi-arched/culverted bridge, which acts as a migration barrier for fish including eel. There is a plain baffle denil pass and a newly installed eel pass already on-site.

Existing utilities and services

Drawings:

- Service Searches for BT, SGN, Southern Electric, Virgin Media and Southern Water (see attached)
- ECS-Breakdown-Report--2025

Site location plans



The above map shows the only approved access route off the main road to the site.

Health and safety file

Issue details: Provided with this contract.

Access to site

Further details can be found in the PCI document enclosed.

Description: Access to the site is off Mansbridge Road at [///closed.shop.trendy](http://closed.shop.trendy). By following the track, you reach the *works* location (see map above).

Use of the site

General: The site is used for angling only.

Surrounding land / building uses

General: Adjacent properties are owned by local businesses. They have their own parking.

Site is close to M27 road bridge. No objection to the works from National Highways.

Additional details can be found in the PCI.

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up.

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

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: | |