

Schedule 2 – Call Off Employer Contract Data and Terms

MF1 (Rev 6) Call off Contract

Anglian-Midlands MEICA Framework - 9U3H-XU7DNK

A contract between

and

for: Leen Syphon Generator and M&E upgrade

Contract Ref:

FORM OF AGREEMENT

This Agreement is made the 29th day of November 2022 between:

- (1) [REDACTED] (the "Purchaser") of the one part;
and
(2) [REDACTED]
[REDACTED] of the other part.

Recitals:

(A) The Purchaser wishes to have certain Works executed by the Contractor, briefly described as:

Installation of replacement generator provided by the Purchaser at Leen Syphon and any associated routing, removal and civils design works as described in the Specification.

and has appointed the Purchaser's [REDACTED] as the Engineer for the purposes thereof (the "Engineer").

(B) The Purchaser has agreed to engage the Contractor for the design, manufacture, delivery to Site, installation, testing and completion of the Works and the remedying of defects in the Works in accordance with the Contract, under the direction of the Engineer, in the sum of £ [REDACTED]
[REDACTED] (the "Contract Price").

It is agreed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions.
2. The following documents and their annexes which have been bound in herewith shall be deemed to form and be read and construed as part of the Contract:
 - (a) this Agreement;
 - (b) the General Conditions and Appendix;
 - (c) the Special Conditions;
 - (d) the Specification and the drawing (if any) annexed to, or referred to in, the Contract;
 - (e) the Schedules;
 - (f) the Letter of Acceptance; and
 - (g) the Tender or Contractor's submission.
3. In consideration of the payments to be made by the Purchaser to the Contractor in accordance with the Contract, the Contractor agrees to design, manufacture, deliver to Site, install, test and complete the Works and to remedy defects in the Works in conformity in all respects with the provisions of the Contract.
4. The Purchaser shall pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects in the Works, the Contract Price or such other sum as may become payable under

the provisions of the Contract together with the Value Added Tax properly chargeable on such sums, at the times and in the manner prescribed by the Contract.

5. If any question, dispute or difference shall arise between the Purchaser and the Contractor in relation to the Contract or in any way related to the Works which cannot be settled amicably it shall be referenced to arbitration in accordance with Clause 52 (Disputes) of the General Conditions.

IN WITNESS whereof the parties have executed and delivered this Agreement as a deed on the date above written

Signed for and on behalf of the

██████████ by:

Authorised Signatory:

Name:

Position:

Date:



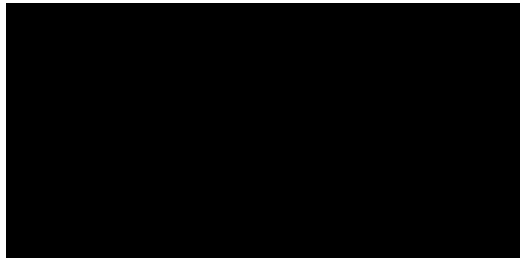
Signed for and on behalf of ██████████ by:

Authorised Signatory:

Name:

Position:

Date:



The Terms and Conditions comprise the:

Model Form MF/1 (Rev 6) General Conditions of Contract (2014 Edition) including:

- Tender
- Form of Taking-Over Certificate
- Form of Sub-Contract

amended as set out in:

- the Appendix to the General Conditions of Contract attached hereto;
- the Amendments and Additions to the General Conditions of Contract contained in Schedule 2 of the Deed of Agreement concerning the Anglian-Midlands MEICA Framework; and
- the Special Conditions of Contract attached hereto.

General Conditions of Contract**Appendix**

Where Clause numbers are specified here they refer to the General Conditions of Contract unless otherwise indicated.

Clause 1 - Definitions

Sub-Clause 1.1m

The Engineer is [REDACTED] of [REDACTED]

Sub-Clause 1.1s

The Nominator is from the following institution:
The President of the Institution of Electrical Engineers or the President of the Institution of Mechanical Engineers as determined by the Purchaser

Sub Clause 1.1v

Performance Tests

The Performance Tests are to be detailed in the Specification or set out below (as may be further defined in the Specification) or otherwise agreed between the parties.

Name of Performance Test	Performance requirements
As detailed by the Client within the specification	

Sub-Clause 1.1cc

Sections

The Works are divided into the following Sections:

Name of Section	Definition of Section
N/A	

The Works are not divided into Sections.

Sub-Clause 1.1ee

Special Conditions

The following Special Conditions form part of the Contract:

Time for Completion

The Time for Completion of the Works is the 31/03/2023

Sub Clause 1.1ll

The Time for Completion for each Sections is as follows:

Name of Section	Time for Completion of Section (days)

The date specified for the commencement of the Works is 01/11/2022

Sub-Clause 2.1	<p>Engineer's duties</p> <p>The Engineer is required to obtain the Purchaser's prior specific approval before exercising the following duties:</p> <p>N/A.....</p> <p>.....</p> <p>.....</p>
Sub-Clause 4.1	Precedence of documents
Sub-Clause 10.1	<p>The order of precedence of the documents forming the Contract is as follows:</p> <p>(a) this Agreement;</p> <p>(b) the Letter of Acceptance;</p> <p>(c) the Appendix;</p> <p>(d) the Special Conditions;</p> <p>(e) the General Conditions;</p> <p>(f) the Specification;</p> <p>(g) the drawing annexed to, or referred to in, the Contract</p> <p>(h) the Schedules;</p> <p>(i) the Tender or Contractor's submission</p>
Sub-Clause 5.5	<p>Prime Cost items</p> <p>Percentage to be added - Not applicable</p>
Sub-Clause 6.2	<p>Labour, materials and transport</p> <p>Sub-clause 6.2 of the General Conditions shall not apply</p>
Sub-Clause 8.1	<p>Provision of bond or guarantee</p> <p>Not required</p>
Sub-Clause 10	<p>Notices</p> <p>Purchaser's contact details:</p> <p>Address: [REDACTED]</p> <p>E-mail address: [REDACTED]</p> <p>Engineer's contact details:</p> <p>Address: [REDACTED]</p> <p>E-mail address: [REDACTED]</p> <p>Contractor's contact details:</p> <p>Address: [REDACTED]</p> <p>Facsimile Number: N/A</p> <p>E-mail address [REDACTED]</p>
Sub-Clause 11.5	The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract
Sub-Clause 11.6	The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract
Sub-Clause 11.7	<p>Power, etc. for tests on Site</p> <p>The following items will not be provided by the Purchaser:</p> <p>Site Welfare.....</p> <p>.....</p> <p>Use of the following items will be charged to the Contractor:</p> <p>N/A.....</p> <p>.....</p>
Sub-Clause 14.2	<p>Form of Programme</p> <p>The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract</p>
Sub-Clause 18.2	Site Services

The rates for Site Services provided by the Purchaser:

N/A.....

Sub-Clause 34.1

Delay in Completion

Percentage of Contract Value to be paid or deducted for each week of delay to completion of the whole of the Works – N/A

Where the Works are divided into Sections, the percentages of the Contract Value to be paid or deducted for each week of delay for each Section are:

Name of Section	Percentage of Contract Value to be paid or deducted
N/A	

Maximum Percentage of Contract Value which payments or deductions shall not exceed – N/A

Sub-Clause 34.2

Prolonged delay

Maximum loss recoverable by the Purchaser

N/A

Sub-Clause 35.8

Consequences of failure to pass performance tests

The Time for completion of Performance Tests is set out in the Specification or set out below (as may be defined in the Specification)

Name of Performance Test	Time for Completion of Performance Test (days after taking over)
N/A	

(a) The liquidated damages for failure to pass Performance Tests are set out in the Specification or set out below (as may be further defined in the Specification)

Name of Performance Test	Acceptable limit and liquidated damages
N/A	

If no details are inserted into the Specification or table, the damages shall be treated wherever they cause delay to the Programme as delays to Completion and the details for such delays are set out in the Sub-Clause 34.1 within this Appendix to the General Conditions of Contract

Sub-Clause 36.1

The Defects Liability Period shall be 12 Months after taking-over.

Sub-Clause 36.3

Notice of defects

The Defects Liability Period in respect of any repair or replacement shall not extend beyond 12 months from the date of taking-over under clause 29 (Taking-over)

Sub-Clause 39.1

Payments by instalments

(where payment is to be made by way of milestones)

The Contractor is entitled to the following milestone payments on achieving the corresponding milestone deliverables:

Milestone deliverable	Milestone payment

(where payment is to be made by way of monthly valuations)

The Contractor is entitled to monthly payments in respect of:

- (a) The value of work executed on Site;
- (b) [the value of Plant in the course of manufacture, and]
- (c) [....% of the value of Plant delivered]

[Less

- (d) retention of%.

The Contractor shall be entitled to the release of retention as follows:

- (e) half of the amount retained within 30 days after presentation of the Taking-over Certificate, and
- (f) the balance of the amount retained:
 - (i) within 30 days after presentation of the final certificate of payment, or
 - (ii) forthwith if the Contractor has provided to the Purchaser a guarantee in accordance with Form 5: Defects Liability Demand Guarantee.

Where Sections are applicable, if any Sections of the Works is taken over separately under clause 29 (Taking-over) the release of retention on or after taking-over shall be made in respect of the Section taken over and reference to the retention shall mean such part of the retention as shall, in the absence of agreement, be apportioned to such Section by the Engineer.]

Sub Clause 39.2

Time for application

- (a) Time for applications for interim certificates of payment

Applications for interim payment certificates shall be made on or after the date that the relevant milestone deliverable has been achieved

If the whole or any part of the Works have been suspended pursuant to sub-clause 25.1 (Suspension of work, delivery or installation), applications for interim payment certificates shall be made on or after the last Friday of each month in relation to the Works affected by the suspension until the suspension is lifted, the suspended Works are omitted or the Contract is terminated.

(where payment is to be made by way of monthly valuations)

Applications for interim payment certificates shall be made on or after the last Friday of each month

Sub Clause 39.3

Form of application

- (d) Document to accompany applications for a certificate of payment

(where payment is to be made by way of monthly valuations)

- (i) Evidence required of the value of work done on the Site:
"Each application shall be supported by separate sheets setting forth in detail the order of the Schedules of Rates the Contract Price particulars of the Works executed on the Site and of the Plant delivered to the Site pursuant to the Contract since the period covered by the last preceding certificate (if any)"

.....
.....

- (ii) Evidence required of the value of work done for Plant in the course of manufacture:

.....
.....

- (iii) Evidence required for Plant delivered

.....
.....

(where payment is to be made by way of milestones)

Milestone deliverable	Evidence required to demonstrate milestone deliverable has been achieved

Sub-Clause 39.5	Final date for payment The Final Date is 30 days after the Due Date
Sub-Clause 40.4	Delayed Payment The rate of interest on overdue payment shall be 2% per annum above the Bank of England base rate in force from time to time during the period of delay
Sub-Clause 40.6	Advance Payment Advance Payments does not apply
Sub-Clause 40.7	Currencies of Payment The Contract Price (including any adjustments) shall be paid in the following currencies: English Pound Sterling
Sub-Clause 40.8	Taxes The Purchaser is responsible for the following taxes: Unless otherwise stated in the Contract the Contract Price is deemed to exclude Value Added Tax. To the extent that Value Added Tax is properly chargeable on the supply to the Purchaser of any goods or services provided by the Contractor under the Contract, the Purchaser shall pay such Value Added Tax as an addition to payments otherwise due to the Contractor under the Contract
Sub-Clause 41.2	Allowance for profit on claims Percentage to be added – nil %
Sub-Clause 44.3	Limitation of contractor's liability Limit of Liability [REDACTED]
Sub-Clause 47.4	Third party insurance The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract
Sub-Clause 52.1	Arbitration (c) The arbitration rules are Rules of Arbitration of the International Chamber of Commerce (2012) (d) The seat of the arbitration is London, England (where Special Condition 2: Adjudication applies)
Sub-Clause 52.4	Adjudication (c) The adjudication rules are: As set out in Construction Industry Council Model Adjudication Procedure: Fourth Edition
Sub-Clause 53.1	Applicable law The substantive law of the contract is the law of England

Specification

Anglian and Midlands Maintenance MEICA Framework

412_13_SD02

Project / contract Information

Project name	Leen Syphon Generator and M&E upgrade
Project SOP reference	██████████
Contract reference	██████████
Date	08/08/2022
Version number	Version 5
Author	██████████

Revision history

Revision date	Summary of changes	Version number
	First issue	

The Works are to be delivered in accordance with the current version of the Anglian and Midlands MEICA Framework MEICA Framework Deed of Agreement (9U3H-XU7DNK). This Specification should be read in conjunction with the version of the Anglian and Midlands MEICA Framework MEICA Framework Deed of Agreement current at the Contract Date. In the event of conflict, this Specification shall prevail.

Details of the Works

Details of the Works are:

Leen Syphon located along the River Leen running through Nottingham, requires a new generator. An existing generator has been replaced in a nearby location; Colwick, and is considered fit for purpose in Leen. It is therefore the intention to repurpose the Colwick generator for use in Leen.

The works required at Leen Syphon will include the mechanical and electrical installation of the generator from Colwick and associated civils works.

1. Description of the work:

1.1 Objective

With the relocation, installation and commissioning of the existing Colwick generator this shall:

- a) Ensure flood risk management in this location.
- b) Maintain/Improve suitable functionality for Leen Syphon.
- c) Reduced risk of failure of the Leen Syphon.
- d) Mitigate increased flood risk to surrounding properties.

1.2 Outcome Specification

A replacement Motor Control Centre (MCC) shall be free-issued and delivered to site by Others (as part of a separate appointment) that shall be constructed as below:

- The MCC should be wall mounted.
- The MCC should be manufactured in the landscape orientation.
- The Travel motor and Grab motor Soft Start starters.
- The MCC ICA section shall be provided with a HMI.
- Duty/Standby PLC's.
- Automatic Generator Changeover (ATS) with brownout timer (located in the existing store building).
- 100A TP&N Temporary Generator Connection Socket.
- Integration of a Fortress Key Release System (to remove and inhibit Auto control)

The *Contractor* shall allow for the installation of the MCC on a supported frame off the kiosk wall.

For the avoidance of doubt any and all free issue items provided by the *Purchaser* under this contract are the sole responsibility of the *Contractor* whilst the items are in the Working Area, under their direct control and until Completion.

The *Contractor* is required to have the specialist skill to complete the following:

1.1. Electrical Installation

The *Contractor* shall allow for the electrical installation associated with the replacement MCC in accordance with the Environment Agency (EA) specification SD11 Electrical Installation to accommodate the new standby generator, remote operation panel, the existing weed screen, telemetry and associated instrumentation.

The electrical installation between the generator, new MCC and existing weed screen shall be installed in lidded containment along the northern flood wall. The concrete steps are to be demolished, removed and replaced with steel steps by Others prior to the installation of the route.

The existing instrumentation and weed screen cabling can remain marshalled in the existing MCC building in a new marshalling box. The *Contractor* shall allow for the supply and installation of a new marshalling box within the existing MCC building in place of the existing MCC.

The Telemetry Outstation shall be relocated from the existing MCC building to the store building / new generator building by the *Contractor*. The telemetry outstation shall be end-to-end tested and recommissioned by Others.

The *Contractor* shall provide cable calculations (in PDF and native Amtech/Trimble/or equivalent software) for all power cables, along with cable a cable schedule/Block Cable Diagram for review and acceptance by the *Purchaser* before installation.

The *Contractor* shall provide a new main earth terminal in the MCC kiosk, with a disconnect link for the mains earth and the temporary generator earth.

1.2. Level Instrument Relocation

The existing upstream level, upstream differential and downstream differential level ultrasonic heads are installed in inaccessible positions. The ultrasonic heads shall be relocated on to a hinged bracket at hand rail height that can be safely accessed from the hardstanding area including any and all additional cabling and containment in accordance with the *Purchaser's* specification SD11 Electrical Installations. The existing brackets and cabling shall be removed.

In addition to the level instrumentation relocation, the *Contractor* shall design and install further instrumentation to bring the Leen Syphon weed screen up to the Category A requirements of three layers of control, as indicated below (as upstream 'U/S').

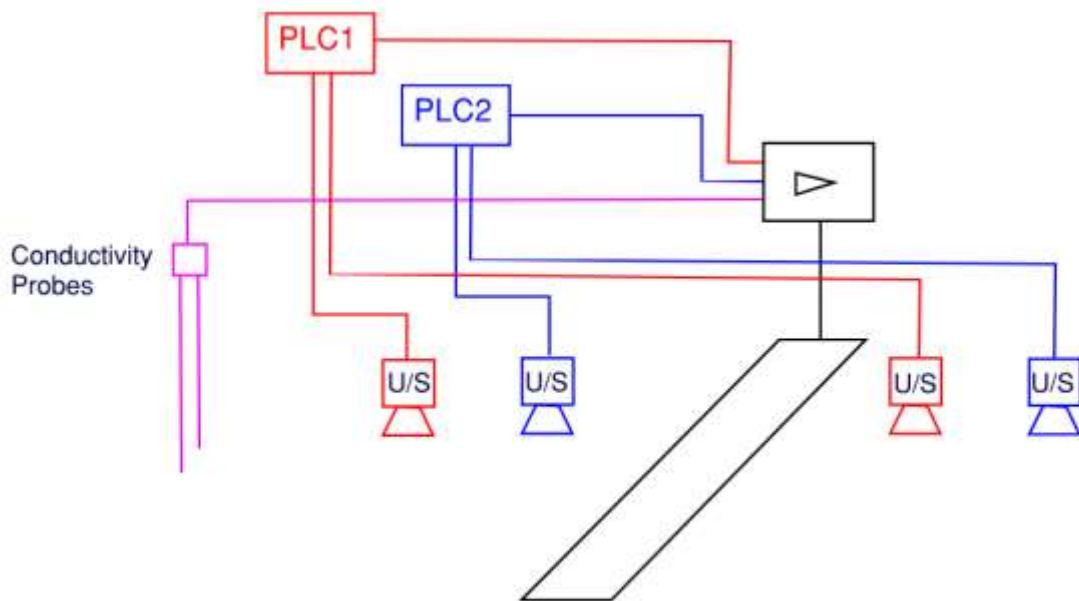


Figure 1 - Control Layers

- PLC1 and PLC2 shall both be located in the new MCC in the new Kiosk.
- PLC1 shall utilise the existing ultrasonic heads. The New MCC shall include a new Hydroranger200, the existing ultrasonic head cables (once relocated) shall be extended at the marshalling box through to the new MCC.
- PLC2 will monitor the weed screen differential using two new Vega radar level instruments.
- The *Contractor* shall install two new Vega C21 radar heads local to the Ultrasonic instrumentation.

As the back up Control a high level set of HPE8 conductivity probes (2 off, one for High level, and one for the earth reference, both 6m length), shall be cabled to both PLC1 and PLC2 at the new MCC.

The above Hawker Conductivity Probes and Radar heads shall be free-issued to the *Contractor* by the *Purchaser*.

1.3. MCC Kiosk

The *Contractor* shall provide an SR3 rated walk in kiosk suitable for supporting the wall mounted MCC (or provide a separate supporting frame) that is designed and installed in accordance with the *Purchaser* specification SD10 Kiosks and enclosures including double doors and the provision of a generator catflap. The kiosk building domestic services (lighting, emergency lighting and heating) shall be supplied from a new distribution board in the generator room. The *Contractor* shall provide two 16A small power supplies, 1off 230V & 1off 110V (with Transformer) for tools/equipment in the generator room.

The MCC dimension are: 2800mm(W)* 1200mm(H)*400mm(D)

The MCC kiosk external dimensions shall be 3800mm (W) x 2600mm (D) x 26500mm (H)

The MCC kiosk shall be installed with backboard along the rear and side walls.

1.4. MCC Kiosk Base

The *Contractor* shall design and install the MCC kiosk base, with a chamfered concrete plinth in accordance with the kiosk supplier requirements and a minimum of 100mm above the maximum adjacent Finished Ground Level (FGL).

The *Contractor* should consider incorporating the MCC kiosk base into a ramp for the generator to be installed into the generator room.

1.5. Standby Generator

The existing generator at Colwick (Holme Sluice) is to be disconnected and removed under another scheme by Others. The *Contractor* shall allow for collecting the existing generator, and safely delivering the 20kVA generator and associated diesel tank to site, off-loading and the installation into the existing storeroom/generator building.

The *Contractor* shall provide a changeover switch to be installed on the generator set to allow the generator to be connected to a mobile load bank for maintenance without disconnection from the ATS panel.

The *Contractor* shall provide 24VDC digital signals and 4-20mA signals from the generator control panel to the MCC. The *Contractor* shall cable the following signals to telemetry:

- Generator Available/Not Available
- Generator Healthy/Failed
- Generator Running/Stopped
- Generator Fuel Level (4-20mA)
- Generator Fuel Level Low/Not Low

The *Contractor* shall undertake the detailed design and installation of the storeroom modifications to include:

- A new acoustic double door on the west side wall in place of the existing doors.
- Upgrade of domestic services, including distribution board to feed the kiosk domestic services.
- Acoustic louvres/Cowells for air inlet, outlet and exhaust outlet.
- Acoustic dampening to reduce levels from the operational generator to 60dB(A) at 1m.

1.6. Fire and Intruder Alarms

The *Contractor* will be responsible for supplying and installing a new Intruder Alarm system to the following structures:

- New MCC kiosk
- Existing MCC control Building

- Existing Store room / Generator Building.

The intruder alarm panel shall be installed in the generator building and supplied by a non-switched fused-spur.

The *Contractor* shall supply and install a fire alarm system to the above structures, with the fire alarm control panel installed within the MCC kiosk.

The *Contractor* shall provide a fire extinguisher suitable for electrical fires for the MCC kiosk.

Pricing Schedule

The *Contractor* shall provide a price breakdown in their quotation to show the price build up as a minimum:

Item	£
Site Survey	
MCC Kiosk Design & Manufacture	
MCC Kiosk Delivery and Installation	
MCC Kiosk As Built Drawings	
MCC Kiosk O&M's	
Electrical Installation Design	
Electrical Installation	
Electrical Installation As Built Documentation	
Electrical Installation O&M's	
Level Sensor Relocation / Installation	
Store Room Modifications – Structural	
Store Room Modifications – Acoustics	
Store Room Modifications – Services	
Generator Delivery	
Generator Installation	
Generator Commissioning	
Generator SAT	
Engineering	
Project Management	
Fire Alarm System and Extinguishers	
Intruder Alarm System	
Telemetry Outstation Relocation	

Please Note the Engineering and Project Management allowance may need to be broken down, should the works be completed in phases.

1.3 The Works specifically excludes the following:

- a) The provision of a new MCC
- b) The provision of a new generator

2. Drawings, site information or reports already available:

Document Title	Document Number	Revision
Leen Syphon Schematics	EAM3531-17-01	R4
Weed Screen Cleaner Contents Page	16016E1-Model	2016
Weed Screen Cleaner Specification Components	16016E10-Model	2016
Weed Screen Cleaner Motors	16016E11-Model	2016
Weed Screen Cleaner Trolley Switches	16016E16-Model	2016
Weed Screen Cleaner Trolley Switches & Valves	16016E17-Model	2016

3. Specifications of standards to be used:

- a) The Works are to be delivered in accordance with the current version of the Anglian and Midlands MEICA Framework MEICA Framework Deed of Agreement (9U3H-XU7DNK), including Schedule 1 (Framework Specification) and its Annexes;
- b) 412_13 Minimum Technical Requirements and associated supplementary documents;
- c) MEICA standard specification: Operational instruction 369_13 (Issued 06/06/2013) and its Associated supplementary documents;

4. Constraints on how the *Contractor* delivers the Works:

- a) The main access to the site is via the A6005 Abbey Street. This is only suitable for one vehicle to pass in any direction at a time. There is a secondary access to the site, via a footpath from Nazareth Road, but this should only be used in emergencies.
- b) The site is compact and has no welfare facilities. The *Contractor* shall provide their own facilities in there entirety
- c) As the site is compact, parking space is extremely limited and must be considered when planning construction works and the addition of the welfare facilities on site.
- d) Working hours shall be 08:00 – 17:00 Monday to Friday due to local residents.
- e) Noise and Vibration must be considered by the Contractor and works likely to cause excess noise/vibration should be completed with the the local residents in mind.

- f) The site is in close proximity to the River Leen and the Nottingham canal. As such all chemicals and fuels used/stored on site shall be kept in a bunded container with emergency spill kits available on site.
- g) The Leen Syphon weed screen is an automated site and the *Contractor* shall allow the *Purchaser* access to site for maintenance routine checks at all times
- h) The *Contractor shall* programme the works to maintain the operation of the weed screen as far as practicable. It is accepted that the weed screen shall need to be isolated as the electrical installation is transferred from the existing control panel to the new MCC, but this down time should be kept to a minimum.

5. Requirements of the Programme:

The New MCC Factory Acceptance Test is programmed for April 2023.

The *Contractor* shall provide a detailed project plan in Microsoft Project / Microsoft Excel / pdf format meeting all requirements of clause 14.1 of MF/1 (rev 6).

A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The Programme shall cover all the activities to be undertaken by the *Contractor* and other members of the project team, and is to include:

- all major milestones from commencement to the end of the Works;
- appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc; and

The following consultation periods are to be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- *Contractor* internal review (as per your quality review procedures) and *Purchaser* review of all outputs before circulation to the wider project team to ensure high quality of all output;
- Sufficient allowance for internal and external consultation. Statutory consultation periods at scoping & draft stages;
- Local Authority time for planning approval (if required);
- *Purchaser* approvals as required to include for Reservoirs Act, impoundment licence and working in watercourse approvals (if required); and
- Submission for approval and time allowance for the *Purchaser's* approval process.

6. Services and other things provided by the *Purchaser*:

a) N/A