

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: Colwick Generator Replacement

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] (the "Contractor") of the other part.

Recitals:

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

Installation of new 100kVA generator provided by the Purchaser at Colwick Sluice and any associated routing 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] (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

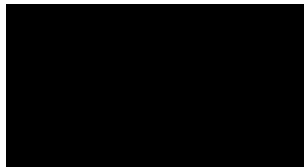
██████████ by:

Authorised Signatory:

Name:

Position:

Date:



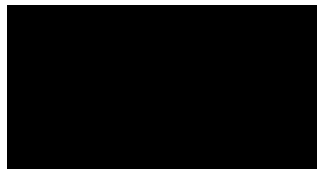
Signed for and on behalf of ██████████ by:

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:

N/A

Sub Clause 1.1ll

Time for Completion

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

The Time for Completion for each Sections is as follows:

Name of Section	Time for Completion of Section (days)
N/A	

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

N/A

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.

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

Sub Clause 39.2

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

Form of application

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

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

Sub Clause 39.3

- (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	Colwick Generator Replacement
Project SOP reference	██████████
Contract reference	██████████
Date	17/08/2022
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:

The Colwick sluice gates, located in the Colwick Country Park, are used to maintain the River Trent level. They function to avoid upstream flooding of Nottingham and also maintain the required navigational level for the associated canal and marina. The site has recently had a new stoplog deployment system installed but whilst the main supply will support the operation of the sluice gates along with the stoplog system, the existing generator will not. The replacement of the existing generator at Colwick with a new 100kVA generator already procured by the *Purchaser*. The *Contractor* shall, under this scope of works, provide the civil works, mechanical and electrical installation required to install and commission the new standby generator.

1. Description of the work:

1.1 Objective

With the installation and commissioning of the new 100kVA generator [supplied by the *Purchaser*] this shall:

- a) Ensure flood risk management in this location.
- b) Maintain suitable functionality for Colwick Sluice gates.
- c) Reduced risk of failure of the Colwick Sluice gates.
- d) Mitigate increased low navigation level risk to the surrounding canal and marina.

1.2 Outcome Specification

The existing generator at Colwick is to be transferred to another [REDACTED] asset for emergency power by a *Contractor*, appointed via a separate procurement by the *Purchaser*.

The new generator will require installation and minor civil works to provide a standby power supply to the Colwick sluice gates.

The *Contractor* is required to conduct a site survey to review the site layout for the existing generator services at Colwick, determine the new generator position, cable routes and ancillary works.

The *Contractor* is required to complete the following works as part of this Scope:

- Making good the civil works associated by the relocation of the existing generator (filling the louvre, demolition of the bund, making the floor good)
- Determine the position, cable routes and ancillary works of the new generator.
- Install and commission the new generator.

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 advised that the generator (manufactured, Factory tested and delivered by Others) for installation at Colwick has been procured and has the following features that will require consideration for installation:

- Acoustic canopy with noise attenuation to 75DB(A) at 1m.
- Integral Fuel storage.
- Generator control panel.
- Auxillary contacts for Volt-free contacts to telemetry.

The Contractor is advised they will be invited to attend the Factory Acceptance Test and will be provided with Datasheets prior to the design stage.

The *Contractor* shall allow for the following signals to be sent to the control system (MCC ICA Section) and Telemetry as a minimum:

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

The *Contractor* shall allow for the following works associated with the supply of the new standby generator:

- Provide an initial Programme and subsequent updates on a monthly basis
- General arrangement drawing(s) for the new installation
- Electrical Schematics
- Delivery Plan
- Off-loading Plan
- Installation Method Statement
- Commissioning Plan
- Site Acceptance Test (SAT)
- SAT documentation
- Operator training (allow two days training)
- As Built Drawings
- O&M Manuals in accordance with EA specification SD21 Documentation

Electrical Installation

The *Contractor* shall provide the electrical installation associated with the replacement standby generator in accordance with the EA specification SD11 Electrical Installation. Including:

- Power cabling between the generator and Motor Control Centre (MCC).
- Signal cabling between the generator and MCC.
- Earthing of the generator to the Main Earth Terminal (MET).
- Telemetry cabling between the MCC and Telemetry.
- Cable containment. External cable containment shall be lidded for security.
- External lighting, switched at the control building, for access/task lighting around the generator.

The *Contractor* shall provide cable calculations (in PDF and native Amtech/Trimble software) for all power cables, for review and acceptance by the *Purchaser* before installation.

Telemetry

The *Contractor* shall allow for the modifications to the telemetry outstation to include the new/additional signals. Including updating the existing site telemetry schedule.

Colwick Generator Replacement

The *Contractor* shall allow for organising and completing the End-to-End testing of the new signals.

Generator Base

The *Contractor* shall allow for the design and installation of the generator base, with a chamfered concrete plinth in accordance with the generator suppliers requirements a minimum of 100mm above the Finished Floor Level (FFL). The generator base location, and cable duct route shall be checked for existing services and verified by Ground Penetrating Radar (GPR) prior by the *Contractor* prior to receiving a permit to break ground.

Civil works

The *Contractor* shall allow for the installation of cable ducts from the generator base to the control building. The ducts shall enter the control building adjacent to the mains incoming supply and directly in to the MCC cable trench.

Existing Generator Room (making good)

The *Contractor* shall make good the existing generator room so it can be used as on-site storage. The concrete bund, wall penetrations and louvres are to be removed and made good. The *Contractor* shall attend a site survey to confirm the full requirements of the generator room repairs.

The existing generator bund is to be demolished and the floor to made good.

Pricing Schedule

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

Item	£
Site Survey	
Existing Generator Room Civils (making good)	
Generator base	
Civil Works	
Generator Installation	
Generator Commissioning	
Generator SAT	
Telemetry Modifications	
Telemetry End-to-End testing	
Electrical Installation Design	
Electrical Installation	
Electrical Installation As Built Documentation	
Electrical Installation O&M's	
Engineering	

Project Management	
Site Facilities / Welfare / Storage	

1.3 The Works specifically excludes the following:

- a) The procurement of the 100kVA standby generator
- b) The electrical strip-out and relocation of the existing 20kVA standby generator and associated fuel storage & ancillaries.

2. Drawings, site information or reports already available:

Document Title	Document Number	Revision
Dependency Diagram	EAM2966	30/8/2013
Electrical Schematics	EA1698-001 To EA1698-055	2008
Telemetry Details	IWW54	07/03/08
Site Plan		19/05/16
Roller shutter door details	33183/1	A

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) MEICA standard specification: Operational instruction 369_13 (Issued 06/06/2013) and its Associated supplementary documents;
- c) 412_13_SD01 Environment Agency Minimum Technical Requirements
- d) Environment Agency specification SD11 Electrical Installation
- e) Environment Agency specification SD12 Switchboards
- f) Environment Agency specification SD20 Programmable Logic Controllers 213433
- g) Environment Agency specification SD20 Documentation

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

- a) Access to the site is via River Road, through the Colwick Country Park. The existing Country Park entrance includes an access bridge with a 40tonne limit.
- b) The site is to remain operational during the provision of the works, potential temporary measures should be discussed with the *Purchaser*. [REDACTED] Field Team will require access to the control room for operational and routine checks.
- c) There are currently two CDM areas in operation on the Colwick sluice site:
- d) The Fish Pass ([REDACTED])
- e) Emergency Maintenance ([REDACTED])

- f) The *Contractor* shall allow for liaison with the above Contractors to agree access through the CDM areas and programme key dates. The programme requirements of the Emergency Maintenance shall take precedence.
- g) Parking is limited on site around the Colwick sluice structure, particularly whilst the Fish Pass and Emergency Maintenance works are under way.
- h) Working hours on site are Monday – Friday 08:00 – 17:00
- i) Working close to the water course (River Trent) and as such all chemicals and fuels should be stored in a safe manor in bunds with spill kits readily available on site.

5. Requirements of the Programme:

The *Contractor* shall provide a detailed project plan in Microsoft Project / 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
- interaction and dependency on others [particular the Fish Pass and Emergency Maintenance Contractors]

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*:

The office cabin on site adjacent to the control room shall be made available to the *Contractor* for meetings with the *Purchaser*.

The control room's facilities shall be made available to the *Contractor* whilst working on site.