

**Schedule 2 – Call Off Employer Contract Data and Terms**



**MF1 (Rev 6) Call off Contract**

**Anglian-Midlands MEICA Framework - 9U3H-XU7DNK**

**A contract between**

**The Environment Agency**

**and ECS Engineering Services Limited**

**for: Pillings Radial Gate Refurbishment**

**Contract Ref: 31199**

## FORM OF AGREEMENT

This Agreement is made the 25th day of November 2020 between:

(1) ENVIRONMENT AGENCY of [REDACTED] (the "Purchaser") of the one part;  
and

(2) ECS ENGINEERING SERVICES LIMITED [REDACTED]  
[REDACTED] (the "Contractor") of the other part.

Recitals:

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

Pillings Radial Gate Refurbishment and has appointed the Purchaser's Michael Siscar 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

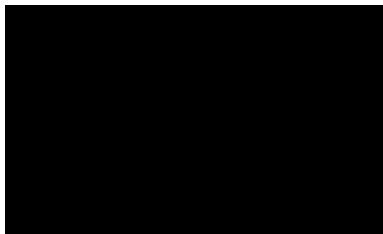
**Signed** for and on behalf of the  
**Environment Agency** by:

Authorised Signatory:

Name:

Position:

Date:



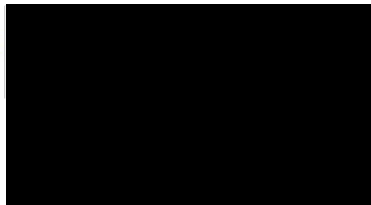
**Signed** for and on behalf of ECS Engineering Services Limited by:

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 The Environment Agency

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 referenced in the project specification	

Sub-Clause 1.1cc

**Sections**

The Works are divided into the following Sections:

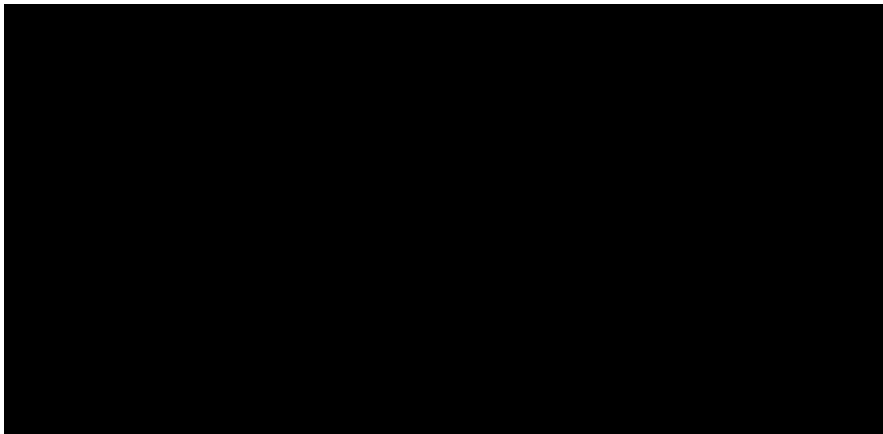
Name of Section	Definition of Section
As referenced in the project specification	

Sub Clause 1.1ll

**Time for Completion**

Date for completion is 31<sup>st</sup> March 2021.

The date specified for the commencement of the Works is Monday 2<sup>nd</sup> November 2020.

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>
Sub-Clause 4.1 Sub-Clause 10.1	<p>Precedence of documents</p> <p>The order of precedence of the documents forming the Contract is as follows:</p> <ul style="list-style-type: none"> <li>(a) this Agreement;</li> <li>(b) the Letter of Acceptance;</li> <li>(c) the Appendix;</li> <li>(d) the Special Conditions;</li> <li>(e) the General Conditions;</li> <li>(f) the Specification;</li> <li>(g) the drawing annexed to, or referred to in, the Contract</li> <li>(h) the Schedules;</li> <li>(i) the Tender or Contractor's submission</li> </ul>
Sub-Clause 5.5	<p>Prime Cost items</p> <p>Percentage to be added - N/A</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> 
Sub-Clause 11.5	<p>The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract</p>
Sub-Clause 11.6	<p>The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract</p>
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 facilities</p> <p>Use of the following items will be charged to the Contractor:</p> <p>N/A</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	<p>Site Services</p> <p>The rates for Site Services provided by the Purchaser:</p> <p>N/A</p>

## Sub-Clause 34.1

Delay in Completion  
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

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


## Sub Clause 39.2

## Sub Clause 39.3

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

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.

## Form of application

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

(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

.....  
.....

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	<p>Currencies of Payment</p> <p>The Contract Price (including any adjustments) shall be paid in the following currencies:</p> <p>English Pound Sterling</p>
Sub-Clause 40.8	<p>Taxes</p> <p>The Purchaser is responsible for the following taxes:</p> <p>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</p>
Sub-Clause 41.2	<p>Allowance for profit on claims</p> <p>Percentage to be added – nil %</p>
Sub-Clause 44.3	<p>Limitation of contractor's liability</p> <p>Limit of Liability - £5,000,000 (five million pounds)</p>
Sub-Clause 47.4	<p>Third party insurance</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 52.1	<p>Arbitration</p> <p>(c) The arbitration rules are Rules of Arbitration of the International Chamber of Commerce (2012)</p> <p>(d) The seat of the arbitration is London, England (where Special Condition 2: Adjudication applies)</p>
Sub-Clause 52.4	<p>Adjudication</p> <p>(c) The adjudication rules are: As set out in Construction Industry Council Model Adjudication Procedure: Fourth Edition</p>
Sub-Clause 53.1	<p>Applicable law</p> <p>The substantive law of the contract is the law of England</p>

# Specification Pillings Radial Gate

## Anglian-Midlands MEICA Framework

412\_13\_SD02

### Project / contract Information

Project name	Pillings Radial Gate - Intermittent PPM, Balance Tank Replacement & Structure Painting – Refurbishment works
Project SOP reference	ENV60000142R TASK 458 (PO to be issued after the project award)
Contract reference	To be confirmed
Date	07/08/2020
Version number	1
Author	

### Revision history

Revision date	Summary of changes	Version number
07/08/20	First issue	1

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

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the Works

Details of the Works are:

### 1. Description of the work:

#### 1.1 Site Location

**Site Name:** Pillings Radial Gate

**NGR:** SK 56596 18150

**Site Address:** Off Cotes Road, Barrow upon Soar, Leicestershire, LE12 8JP

#### 1.2 Objective

Urgent works are required to Install the stop logs, de-water the structure, replace the balance tanks, carry out an Intermittent Planned Preventative Maintenance (PPM) on the whole structure including all control penstocks, Scaffold and re-paint the whole structure.

The urgency of these works is driven by the need for them to be completed prior to the winter/rainy season of 2020 owing to the fact that the asset will have to be removed from service during the works. The most important sections of the works (Balance Tanks & Intermittent Maintenance) must be completed prior to the winter months but if needs be, the painting works can be postponed, but must be completed prior to April 2021

The balance tanks are old and made from painted mild steel. Failure of the tanks would have a detrimental effect on the operation of the asset as the radial gate operates automatically in response to the upstream water level so if the tanks take on water, the radial gate will fail to operate which could in turn cause flooding upstream. We require new tanks to be fabricated from stainless steel to ensure longevity and corrosion free service.

The asset is due an 84 month intermittent PPM and the ideal time to carry out this maintenance is whilst the radial gate is dry docked, de-watered and out of service. It is noted that all of the control penstocks have become stiff and require this maintenance in order to ensure the correct future operation and control of the radial gate.

The paint on the radial gate super-structure is worn but not corroded. The ideal time to repaint the structure is of course when the asset is dry-docked and de-watered so that scaffolding can be erected within the dry-docked area

#### 1.3 Outcome Specification

Ensure sustainable repair/refurbishment of the radial gate and associated assets to enable them to operate as required. The Contractor shall be responsible for ensuring the design is acceptable to the MEICA Engineer, ensuring that the design and operational parameters meet with the standards specification 369\_13. Where there are deviations from this standard, written approval must be sought from the designated MEICA Engineer prior to any non-compliances with the standards occurring, no costs that arise for rectifying non compliances will be accepted;

Designated MEICA Engineer; [REDACTED] – [REDACTED]

Detailed Scope;

- The contractor will need to provide Principal Contractor role- All duties defined under Principal Contractor CDM2015 must be included.
- The contractor will need to check on site for presence of hazardous materials.
- There are no existing welfare facilities on site. The contractor will need to provide these for the duration of the works in accordance with CDM2015 recommendations.

- The contractor will need to arrange cranae and a diving team (For installation & Removal of the stop logs) - approval for diving activities is required from the Environment Agency's Dive Safe Co-ordinator and a Dive safe form will be required. A lift plan will need to be produced by either the contractors AP or a contract lift by the crane company. A stop log lifting beam is on site and in test and will be made available for the contractor to use.
- The contractor will need to provide pumps for pumping out and de-watering the dry docked area between the 2 sets of stop logs.
- The contractor will need to carry out an Intermittent PPM on the radial gate and produce a report (Schedule and report format to be provided by MEICA and will be included in the PCI documentation).
- The contractor will need to carry out a service on the control penstocks within the structure whilst de-watered (x4) and perform any necessary repairs required.
- The contractor will need to design, manufacture and install 2x new balance tanks (Floats) which are to be fabricated from stainless steel. The original tanks have ballast added to achieve the correct buoyancy. The new tanks will need to achieve the same to allow for correct operation of the radial gate. Original drawings will be provided in the PCI documentation but the contractor will need to confirm sizes prior to design and manufacture.
- The contractor will need to arrange for scaffolding to be erected within the dry docked area for access to the radial gate structure (For Painting).
- The contractor will need to arrange for painting the entire radial gate steelwork (Base coat & Top coat) – the existing paint system is worn but not corroded. The following paint spec is required:
  - **Base Coat** - Sherwin Williams M922M Epoxy Aluminium: DFT 400µm.
  - **Top Coat** - Sherwin Williams C137 Black Finish: DFT 50µm.
- The contractor will need to provide full project management and delivery.
- The contractor will need to supply all labour and materials.
- The contractor will be responsible for the production of H&S paperwork including Construction Phase Plan (CPP), Method Statements and Risk Assessments and managing all sub-contractors, reviewing their RAMS and supervising their work activities.
- The contractor will need to commission the radial gate once the works have been completed to ensure that the Radial Gate will operate correctly at the desired levels. This will involve installing ballast weights into the balance tanks and flooding the chamber until correct operation is achieved.

## 2. Drawings, site information or reports already available:

- a) Balance tanks existing drawings (In PCI Documentation)
- b) PPM Schedule & Report Format (In PCI Documentation)
- c) SHEW Code of practice to be fully implemented. File name: D\_SHEW CoP

## 3. Specifications of standards to be used:

- a) The works are to be delivered in accordance with the current version of the Anglian-Midlands 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;

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

- Use of the Site  
The Site may be used for storage of equipment, any equipment stored during this contract period will be stored at the risk of the supplier. Unless the equipment has been installed and commissioned in the as built state. Material and equipment storage must be clearly identified on the site plan which is to be produced by the contractor and will form part of the Construction Phase Plan (CPP)
- Access to the Site  
Access to site is through gated private residential entrance (Which the EA and framework contractors have unrestricted access to) then to designated access track to site. See the Hazard Drawing Plan attached to the PCI for more information.  
Access to Site will during normal working hours 8:00-17:00
- Parking  
Within the Sites compound only. Parking areas must be clearly identified on the site plan which is to be produced by the contractor and will form part of the Construction Phase Plan (CPP)
- Use of cranes  
Cranes may only be used under the specific guidance of the Principal Contractor  
See the Hazard Drawing Plan attached to the PCI for site access restriction under the railway bridge.
- Restrictions on the use of hazardous materials.  
Waste procedures followed with the submission of all Duty of Care consignment notes.
- Interfaces between the works and existing assets.  
The Site is an operational radial gate which opens automatically when upstream levels become high. As the gate will effectively be taken out of service during the works, close liaison with the Environment Agency on the time and duration of the works will be required. An initial start-up meeting will set out the programme of work and associated contact details. The Contractor will be responsible for ensuring other operational equipment is functionally isolated.

#### Site Risks to Consider:

- **Use of Divers** – All diving activities must be reviewed and approved by the EA Diving Co-ordinator
- **Use of Mobile Cranes** – All lifting activities must be planned and supervised by a suitably qualified and experienced competent person/persons
- **Temporary Works – Scaffolding** – All scaffold erections must be carried out by a suitably qualified and competent person/persons
- **Painting Activities** – Suitable control measures such as sheeting should be employed to prevent spillage into the dry docked area which could lead to contamination of the water course
- **General Site Activities** – All site activities such as Working next to water, working at height, Working in confined spaces etc... must be considered, risk assessed and adequate control measures must be put in place to reduce or eliminate risks to an acceptable level. All control measures and procedures must be documented within the site Risk Assessments and Method Statements.
- **Weather Conditions & River Levels** – Consideration must be given due to the time of year that the works are likely to take place. Prior to any site works taking place,

Agreement between the contractor and client must be reached as to the duration of the works, specifically with regards to how long the asset can be out of service for. For this reason it is a requirement that the contractor put together a detailed programme of works which minimises the actual time that the asset will be out of service for.

**Price for the whole of the works** – The contractor is required to provide a price for the whole of the works. This will only require the stop logs to be installed and removed once thus reducing the overall asset down-time

Contractor to submit a work programme showing the start and the completion of the works for the items below;

- Displacer Tank Replacement (Mid-January/early February 2021)
- 84 Month Intermittent Gate Inspection including all control penstocks - during or after the Displacer tank replacement but aiming to complete the works on or before 31<sup>st</sup> March 2021.
- Painting Works - during or after the Displacer tank replacement but aiming to complete the works on or before 31<sup>st</sup> March 2021.

#### 5. Requirements of the programme:

- a) All Works to be installed and Site Acceptance Tested on or before 31<sup>st</sup> March 2021.
- b) Construction Phase Plan to be submitted to the Client and Principal Designer 15 days prior to the proposed site start.
- c) 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. The Programme shall cover all the activities to be undertaken by the Contractor and other members of the project team, and is to include:
  - b. all major milestones from commencement to the end of the Works;
  - c. appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc;
  - d. 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:
  - e. 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;
  - f. Sufficient allowance for internal and external consultation. Statutory consultation periods at scoping & draft stages;
  - g. Purchaser approvals as required to include for Reservoirs Act, impoundment licence and working in watercourse approvals (if required); and
  - h. Submission for approval and time allowance for the Purchaser's approval process.

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

- a) There are no service to be provided by the Purchaser.