

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: Kempsey Pump Refurbishment and
Replacement**

Contract Ref: [REDACTED]

FORM OF AGREEMENT

This Agreement is made the 31st day of October 2020 between:

(1) [REDACTED]

and

(2) [REDACTED],

Recitals:

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

Removal of existing pump from the pump chamber and take away for overhaul and ensure sustainable refurbishment of the pump system

and has appointed the Purchaser's [DELETE THIS TEXT AND ENTER THE ENGINEER'S NAME] 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])

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:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Signed for and on behalf of [SELECT CONTRACTOR] by:

Authorised Signatory:

[REDACTED]

Name:

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED] institution:

The President of the Institution of Electrical Engineers or the President of the Institution of Mechanical Engineers as determined by the Purchaser

[REDACTED]

Performance Tests

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

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

[REDACTED]
[REDACTED]

The date specified for the commencement of the [REDACTED]

Sub-Clause 2.1	<p>Engineer's duties The Engineer is required to obtain the Purchaser's prior specific approval before exercising the following duties:</p> <ul style="list-style-type: none"> • Shipping the pump to site for delivery. • Attending site to carry out pump switch over works • Shipping refurbished pump to site.
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> <ol style="list-style-type: none"> (a) this Agreement; (b) the Letter of Acceptance; (c) the Appendix; (d) the Special Conditions; (e) the General Conditions; (f) the Specification; (g) the drawing annexed to, or referred to in, the Contract (h) the Schedules; (i) the Tender or Contractor's submission
Sub-Clause 5.5	<p>Prime Cost items</p> <div style="background-color: black; height: 1em; width: 25%;"></div> <div style="background-color: black; height: 1em; width: 25%;"></div>
Sub-Clause 6.2	<p>Labour, materials and transport Sub-clause 6.2 of the General Conditions shall not apply</p>
Sub-Clause 8.1	<p>Provision of bond or guarantee Not required</p>
Sub-Clause 10	<p>Notices</p> <div style="background-color: black; height: 1.2em; width: 25%; margin-top: 5px;"></div> <div style="margin-top: 10px;"> <div style="background-color: black; height: 1.2em; width: 10%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 70%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 20%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 25%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 8%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 15%; margin-bottom: 2px;"></div> </div> <div style="background-color: black; height: 1.2em; width: 25%; margin-top: 10px;"></div> <div style="margin-top: 10px;"> <div style="background-color: black; height: 1.2em; width: 15%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 20%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 10%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 18%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 20%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 15%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 90%; margin-bottom: 2px;"></div> </div>
Sub-Clause 11.5	<p>Contractor's contact details: Address: [SELECT CONTRACTOR] Facsimile Number: N/A E-mail address: [SELECT CONTRACTOR]</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 11.6	<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

Power, etc. for tests on Site

The following items will be provided by the Purchaser:

- Power on site will be provided for the FAT and to supply the pump in operation. It will be the duty of the contractor to install and commission the pump.

Use of the following items will be charged to the Contractor:

- N/a

Sub-Clause 14.2

Form of Programme

The details of this Sub-Clause are set out in the Amendments and Additions to the General Conditions of Contract

Sub-Clause 18.2

Site Services

The rates for Site Services provided by the Purchaser:

N/a

Sub-Clause 34.1

Sub-Clause 34.2

Prolonged delay

Maximum loss recoverable by the Purchaser

N/a

Sub-Clause 35.8

[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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

Sub-Clause 36.3

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

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)”

Project plan or Gantt chart completion percentage.

Site reports/meeting to validate

Pictures

Sub Clause 39.2

(ii) Evidence required of the value of work done for Plant in the course of manufacture: Ordering of parts, build progress pictures, test results and certificate documents

Sub Clause 39.3

(iii) Evidence required for Plant delivered Signed Delivery Note SAT passed document

	s)
	ne
	achieved

Sub-Clause 39.5

Sub-Clause 40.4

It is expected that items 1-3 in the pricing document will be completed in succession of each other and paid for as one lot. Then item 4 will

	commence once steps 1-3 are complete and therefore may be paid for as a separate lot.
Sub-Clause 40.6	
Sub-Clause 40.7	
Sub-Clause 40.8	Advance Payment Advance Payments does not apply
	Currencies of Payment The Contract Price (including any adjustments) shall be paid in the following currencies: English Pound Sterling
Sub-Clause 41.2	Taxes The Purchaser is responsible for the following taxes:
Sub-Clause 44.3	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 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

Scope of Works – Kempsey Pump Refurbishment and Replacement

Anglian-Midlands MEICA Framework

412_13_SD02

Project / contract Information

Project name	Kempsey Pump Refurbishment
Project SOP reference	
Contract reference	project_
Date	22/09/20
Version number	3
Author	

Revision history

Revision date	Summary of changes	Version number
15/07/20	First issue	1
23/09/2020	Additional Info added.	2
14/10/2020	Testing requirements clarified	3

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

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the Works

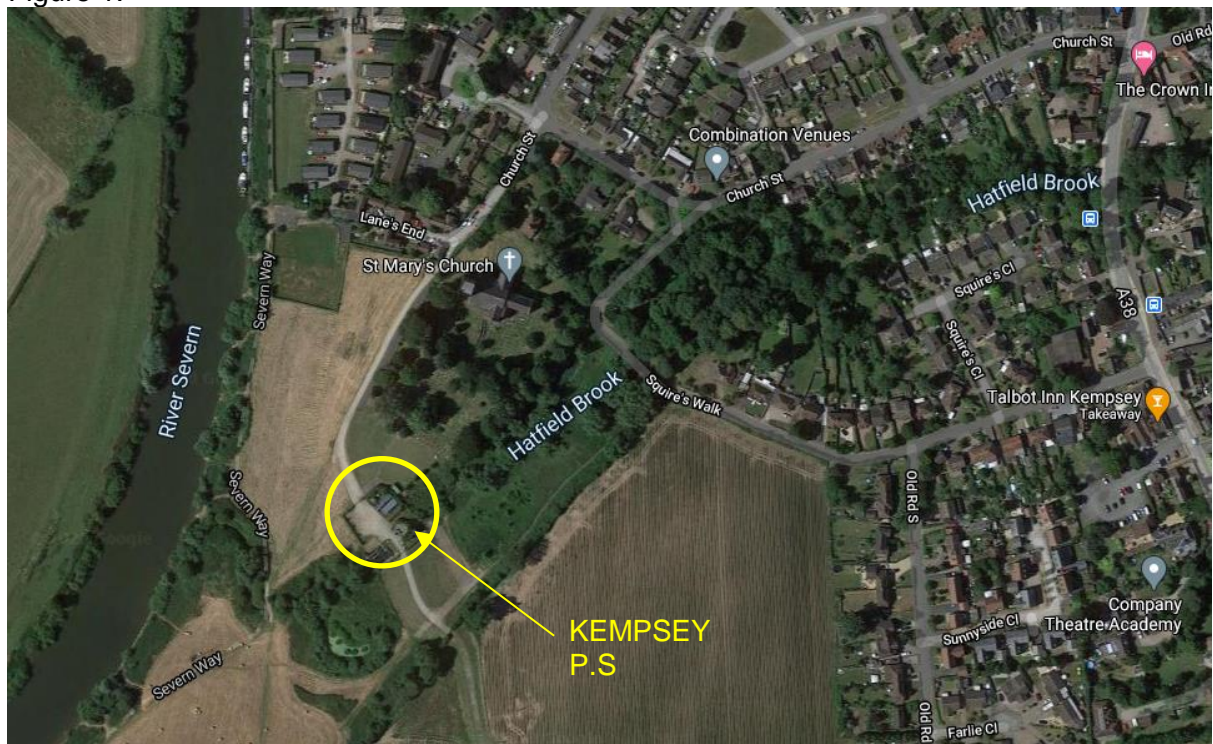
1. Description of the work:

1.1 Objective

a) Refurbishment of number 1 submersible canister Pump as per manufacturers requirements of the original pumps. As owners, the Environment Agency could face financial liability if the pumps were to fail to operate correctly.

Kempsey Pumping Station sits on the Hatfield Brook just up from its outfall into the River Severn. The station consists of a 150m flood embankment, a flap valve, a penstock and two 2.1 cumec pumps to provide the over pumping capacity to protect the village of Kempsey in a flood event.

Figure 1.



1.2 Outcome Specification

a) Ensure sustainable refurbishment of the pump system 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;

D [REDACTED]

Detailed Scope;

The Contractor will be responsible for:

- Provide Principal Contractor role- All duties defined under Principal Contractor CDM2015 must be included.
- Check on site for presence of hazardous materials. No hazardous materials have been identified to date.
- Health and Safety Site facilities including Welfare.
- Disconnection of, Lifting out and removal of existing pump and arranging overhaul of this.
- Supply replacement pump.
- Lower in and installation of replacement pump.
- Factory and Site Acceptance Testing of replacement pump.
- Commissioning of replacement pump.
- Supply of supporting documentation for replacement pump.
- Delivery of overhauled pump back to an EA Depot.
- Full Project management and delivery.
- Supply of all labour and materials.
- Production of H&S paperwork.

2. Drawings, site information or reports already available:

- a) 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:

- River Severn
The River Severn sits downstream of Kempsey Pumping Station. This could provide a constraint on the works if it was in flood then we may not be in the situation where we can do without the one pump to allow it to be removed and replaced. This means the river levels will need to be consulted before committing to completing the work. See Figure 1 above.
- Hatfield Brook
The Hatfield Brook sits upstream of Kempsey Pumping. This could also provide a constraint on the works if it was in flood then we may not be in the situation where we can do without the one pump to allow it to be removed and replaced. This means the river levels will need to be consulted before committing to completing the work. See figure 1 above.
- Covid-19
Covid-19 guidelines and legislation must be adhered to when working on site. The site is predominantly outdoors with exception to the control room, the generator room

and the pump chamber. Face coverings should be used where necessary and workers should have other PPE such as gloves, anti-bacterial wipes and hand-gel for them to use.

- Operational Availability
The site must remain operable at all times.
- Use of the Site
The Site should not be used for storage of equipment, any equipment stored during this contract period will be stored at the risk of the Contractor. Unless the equipment has been installed and commissioned in the as built state.
- Access to the Site
Access to Site will during normal working hours 8:00-17:00. No other site restrictions have been identified at present.
- Parking
Within the Sites compounds only
- Use of cranes
Cranes may only be used under the specific guidance of the Principal Contractor. There are currently no identified restrictions for crane or plant access.
- 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.
An initial start-up meeting will set out the programme of work and associated contact details.

5. Requirements of the programme:

- a) New pump will need to be delivered and Factory Acceptance Tested by the 31st March' 2021.
- b) The changeover of the pumps and the overhaul of the existing pump will be depending on when business needs allow, either in this Financial Year or next.
- c) Construction Phase Plan to be submitted to the Environment Agency and Principal Designer 7 days prior to the proposed site start.
- d) 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.