

Short Contract

C120804

**A contract
between**

UK Health Security Agency (UKHSA)
Nobel House, 17 Smith Square, London SW1P 3HQ.

and

Barry Morgan Limited
171b Lanark Road, London W9 1NX

for 2A56 Office Refurbishment at UKHSA Colindale

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Conditions of Contract

CC1

Notes about this contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Employer* is

Name UK Health Security Agency (UKHSA)
Address Nobel House, 17 Smith Square, London SW1P 3HQ
Telephone
E-mail address
The *works* are 2A56 Office Refurbishment at UKHSA Colindale

The *site* is UK Health Security Agency (UKHSA)
61 Colindale Avenue
London
NW9 5EQ

The *starting date* is 30th January 2023

The *completion date* is 31st March 2023

The *period for reply* is 8 days.

The *defects date* is 52. weeks after Completion.

The *defect correction period* is 1. weeks.

The *delay damages* are £200 per day. (LAD's max of 10% of agreed contract sum)

The *assessment day* is the 28th of each month.

The *retention* is NIL %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

~~Yes~~ / No (delete as appropriate)

The *Adjudicator* is

Name The Royal Institution of Chartered Surveyors.
Address 12 Great George St, Westminster, London SW1P 3AD.
Telephone
E-mail address

Contract Data

The interest rate on late payment is . . . % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £100,000 for any one event.

The *Employer* provides this insurance

Only enter details here if the *Employer* is to provide insurance.

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000 (Five Million Pounds)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10,000,000 (Ten Million Pounds)

The *Adjudicator nominating*
body is Chartered Institute of Arbitrators

The *tribunal* is English Courts

If the *tribunal* is arbitration, the arbitration procedure is:

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

Identified and defined terms

- Clause 11.2(1) Amend the clause
Delete the words after 'information' in the second line
Insert the words in lieu 'and corrected notified defects'
- Clause 11.2(a)
Add the paragraph
A completed activity is one which is without Defects.

Ambiguities and Inconsistencies

Add the following additional clauses:

- Clause 17.1
The Project Manager of the Contractor notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this Contract. The Project Manager gives an instruction resolving the ambiguity or inconsistency
- Clause 17.2
During the tendering period, it is the Contractor's responsibility to search for ambiguities and inconsistencies in or between the documents which are part of this Contract and issued for tendering purposes

- Clause 17.3

The resolution of any ambiguities or inconsistencies shall not form a Compensation event if the Project Manager judges that an experienced Contractor should have identified and notified these at tender state

Subcontracting

Add the following clause:

- Clause 21.4

The Contractor submits the name of each proposed Subcontractor to the Project Manager for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed Subcontractor until the Project Manager has accepted him.

The Contractor shall submit the names of his proposed subcontractors as part of his tender submission.

The rejection of a Subcontractor by the Project Manager shall not form a compensation event.

Defects

- Clause 40.3

If a test or inspection shows that any work has a Defect, the Contractor corrects the Defect and the test or inspection is repeated

- Clause 40.4

The Project Manager assesses the cost incurred by the Employer in repeating a test or inspection after a Defect is found. The Contractor pays the amount assessed

- Clause 41.2 Amend the clause

Delete all the words after Defect

Tests and Inspections

Add the following clause:

- Clause 44.1

The Contractor and the Employer provide materials, facilities and samples for tests and inspections as stated in the Works Information

Payment

- Clause 50.3

Amend the first bullet point in the clause

Add the words 'that is without Defects'

Add the following additional clauses:

- Clause 50.8

The O&M manuals required by the Works Information for the Project shall be submitted to the Project Manager for acceptance four weeks prior to the Completion Date shown on the accepted programme. The Project Manager shall within two weeks review the submitted O&M manuals and reply to the

Contractor his acceptance or detail any further information required. The contractor shall then resubmit the O&M manuals within two weeks enclosing the additional information as requested.

If either no O&M manual or resubmitted manual containing the additional information requested from the Project Manager is not submitted at the Completion Date shown on the accepted programme, the value (£) detailed on the activity schedule shall be retained from the assessment of the amount due until the Contractor has submitted the O&M manuals to the approval of the Project Manager.

- Clause 51.1 amend

Delete 'three weeks'

Insert '30 days'

Compensation Events

- Clause 60.1(12) amend

Delete the third bullet point

Add the following clause

- Clause 60.3

The resolution of any ambiguities or inconsistencies shall not form a Compensation event if the Project Manager judges that an experienced Contractor should have identified and notified these at tender stage

Notifying Compensation Events

- Clause 61.1 Amend the clause

Delete 'within eight weeks'

Insert 'within two weeks'

Z.4 Assignment

The Contractor shall not, without the written consent of the Employer, assign this Contract. In the event of transfer by the Employer of this freehold or of a grant by the Employer of a leasehold interest in the whole of the premises comprising the works, the Employer may at any time after Completion of the Works, assign to any such transferee or lessee, the right to bring proceedings in the name of the Employer (whether by arbitration or litigation) to enforce any of the terms of this contract made for the benefit of the Employer hereunder. The assignee shall be stopped from disputing any enforceable agreements reached between the Employer and the Contractor and which arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and made prior to the date of any assignment.

Z.5 Site Rules and Regulations

The Contractor shall ensure that all of its staff shall comply with all the Employer's site rules and regulations when visiting or carrying out work at the Employer's premises and shall comply with all safety and security policies and procedures of the Employer in each case as notified to such staff. If access to the Employer's premises is required outside of normal business hours, the representative nominated by the Employer for the purposes of this Agreement should be notified in advance, in order for appropriate security arrangements to be made.

The Contractor shall note that a no smoking policy is practiced on the Employer's Site. This regulation will be rigidly enforced and any breach of this policy will involve the offender being removed from the site.

Z.6 Publicity

The Contractor shall not issue any press release or other publicity materials or make any representation in respect of the existence of this Agreement or the subject matter thereof without the prior written consent of the Employer. However, this restriction shall not apply to announcements or disclosures required by law except that in such event the parties shall co-ordinate to the extent possible with respect to the wording of any such announcement.

Contract Data

The *Contractor's* Offer

The *Contractor* is
Name Barry Morgan Limited
Address 171b Lanark Road
London
W9 1NX

Telephone
E-mail address

The percentage for overheads and profit added to the Defined Cost for people is 10 %.

The percentage for overheads and profit added to other Defined Cost is 10 %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is £139,900

Signed on behalf of the
Contractor
Signature

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*
Signature

Contract Data

Price List

Entries in the first four columns in this Price List are made either by the *Employer* or the tenderer. If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

SCOPE OF WORKS		PRICE (£)
1. Protection, Stripping Out and Making Good		
	Provide suitable size skips for stripping out and disposal of debris. Skip location to be agreed with UKHSA Project Manager prior to commencement.	
	Allow for full and complete protection of walls, floors and doors within the work zone. No access will be allowed through the UKHSA reception area.	
	Strip Out Remove all electrical dado trunking, lighting & data points including complete strip out of all cabling back to source (See UKHSA Project Manager for Isolations prior to commencement), remove existing roller shutter, fire detectors (Set aside to be reinstated),	
	Protect offices and corridor from all dust and debris during the course of the works with Cordek. Any temporary breaches of the walls to be clad with suitable temporary covering until properly sealed. Walls and floor to be adequately covered during the course of works Areas affected by the work are to be thoroughly cleaned and floors washed during the course of the day with the appropriate warning signs on show.	
	Making Good Make good to match original all damage to walls and floors where damaged or disturbed by the stripping out works and not described elsewhere in the Specification.	
2. Ceilings		

	<p>– Install Danoline demountable T-grid ceiling system S24 Edge A (Square Edge) Visible grid 600 x 600 Danotile Gypsum ceiling tile throughout To be supported from structural slab, comprising framework formed from baked polyester paint on double-web galvanised steel, including all main runners, cross tees, perimeter trims, hooks, suspension wires, clips and fixings to provide a complete framework.</p>	
	3. Doors	
SCOPE OF WORKS		PRICE (£)
	<p>Existing door and Fanlight light to remain. Carry out maintenance on door as follows Replace hinges, door handles, latch, kick plate, door keep and door stop Door shall be checked for fit such that it seals against the frame to provide minimal air leakage, this seal integrity shall be maintained with the room under normal operational conditions at all times</p>	
	4. Walls	
	Decorate with low odour water-based eggshell	
	5. Windows	
	Clean, check operation and repair as required	
	6. Flooring	
	Following removal of existing floor finishes, supply low odour latex levelling screed to existing floor, Grind smooth to form level surface prior to installation of new floor finishes throughout	
	Supply and fit new Desso Scape Carpet Tiles or similar throughout the area as indicated in strict accordance with manufacturers recommendations.	
	Skirting to be retained if existing or installed where carpet finish is proposed. Install new standard ex 100 x 19mm sw splayed and rounded.	
	7. Plumbing	
	Remove existing hot & cold-water supplies, including all glass waste	
	8. Lighting	

	<p>LED Lighting:</p> <p>Following removal of existing fluorescent light fittings, Reconfigure lighting layout to provide 6no new 600x600 lay in LED fittings 63watt with DALI controlled LED Tridonic drivers, To include Zumptobel occupancy sensors quantity to be calculated as per size of area/room</p> <p>Manufacturer: Thorn Lighting Ltd</p>	
	<p>Provide emergency type fittings with central emergency supply in accordance with BS 5266-1:1999. Supply and install emergency lighting luminaries in the positions to be agreed on site. The Principal Contractor shall carry out all the necessary wiring and connections etc. for the successful operation of the emergency lighting system.</p>	
SCOPE OF WORKS		PRICE (£)
	<p>The Contractor is to provide lighting calculations from the manufacturer to design the lighting layout to provide 500-lux illumination at bench top level, and supply the correct number of light fittings required.</p>	
	<p>New fittings to be rewired back to local zone distribution board including providing new switch drops and complete with key operated emergency test switch. Contractor to fully test and commission installation prior to handover and provide NICEIC electrical certificate. All LED Lighting Commissioning to be carried out by Zumptobel Group only.</p>	
	<p>Testing during Works</p> <p>Test all electrical services and equipment as work proceeds during installation.</p>	
	<p>Labelling of Services</p> <p>Label up all mechanical and electrical services and equipment with metal tags and indelible wording</p>	

	<p>All works carried out within the existing perimeter trunking is on a permit to work system</p> <p>Access to perimeter trunking to be accessed as part of RAMS</p> <p>Contractor to ensure any removal of trunking lids are to be reinstated</p> <p>Redundant conduits to be removed in their entirety and holes in conduits to be filled with</p> <p>Grommets (Plastic not to be used)</p> <p>Conduits and BESA boxes to be attached to perimeter trunking and labelled where required</p> <p>All contractors or sub-contractors working on or within the perimeter trunking are to carry out their own Risk Assessment for working within the perimeter trunking.</p> <p>Note: Perimeter Trunking is a Permit to work area.</p> <p>See BS7671 Guidance note 1</p> <p>Selection & Erection for Electrical Installations</p>	
9. Power		
SCOPE OF WORKS		PRICE (£)
	<p>General</p> <p>Surface-mounted plastic conduit is NOT to be used for any power, lighting, telephone, and data services in any circumstances.</p>	
	<p>The Contractor should liaise with the UKHSA Project Manager regarding all necessary isolation of power supplies before carrying out any works</p> <p>Note: All works carried out in perimeter trunking is via permit system only.</p>	
	All cabling generally to be run in singles, and not in flat twin and earth.	
	<p>Wall-Mounted Electrical Power Outlets</p> <p>Provide new Wall mounted MK Prestige II Com trunking (Suitable for power and category 7a data cable outlets).</p> <p>Testing during Works</p> <p>Test all mechanical and electrical services and equipment as work proceeds during installation.</p>	

	<p>The Contractor must also identify and label the power source of each and every power outlet (i.e., from Distribution Board) for future safe maintenance work. Labels to be permanently marked and permanently affixed.</p> <p>The contractor is to label those outlets on the maintained supply.</p>	
	<p>All works carried out within the existing perimeter trunking is on a permit to work system</p> <p>Access to perimeter trunking to be accessed as part of RAMS</p> <p>Contractor to ensure any removal of trunking lids are to be reinstated</p> <p>Redundant conduits to be removed in their entirety and holes in conduits to be filled with</p> <p>Grommets (Plastic not to be used)</p> <p>Any extensions are to be mechanically, and electrically sound</p> <p>Existing containment system should not be relied upon as an earth</p> <p>All contractors or sub-contractors working on or within the perimeter trunking are to carry out their own Risk Assessment for working within the perimeter trunking.</p>	
SCOPE OF WORKS		PRICE (£)
	<p>Testing during Works</p> <p>Test all electrical services and equipment as work proceeds during installation.</p> <p>See BS7671 Guidance note 1</p> <p>Selection & Erection for Electrical Installations</p>	
10. Data/Telephone		

	<p>General:</p> <p>Supply and install as per drawing.</p> <p>All data and VOIP telephones to be connected using Category5e cable.</p> <p>Provide all necessary extensions, connections, reconnections, and equipment to telephone/data installation as required by the UKHSA All cable is to be Nexans Cat5e rated to 1000MHz as a minimum.</p> <p>The cable will be bound in bundles of 12 every 3-5 meters along the run length with Velcro or equivalent. The Cat5e cable bend radius must be observed and protected at all times:</p> <p>Operation bending rad. 62 mm</p> <p>Static bending rad. 31 mm</p> <p>All data cable to be run from local Comms Room</p> <p>Contractor to install all suitably sized cable basket from local Comms room to for all CAT7a cabling, ensuring all fire breaks are sealed along the agreed route with UKHSA Project Manager.</p> <p>Data Equipment:</p> <p>Contractor to provide all Networking equipment necessary to provide a fully working CAT7a data installation e.g. Enterasys switches etc.</p> <p>Telephone Equipment:</p> <p>Contractor to provide telephone equipment necessary to provide a fully working Telephone installation e.g. 4028 Telephones etc.</p> <p>For installation of telephone and data services, please contact Lynx Networks, Account Manager</p>	
SCOPE OF WORKS		PRICE (£)
	<p>All data cables to be run from local Comms Room</p> <p>Supply and install Cabofil 200mmx100mm cable basket, suitable for category 7a cables from local Comms room to ensuring all fire breaks are sealed along the agreed route with UKHSA Project Manager.</p>	
11. Fire Detection		
	<p>Relocate existing detectors to comply within revised layout</p> <p>Survey alarm sound levels and install additional sounders as required.</p>	

	Test and commission fire sounder bases, confirm in working order & that fire sounders are audible within the area of the project. Provide documentation showing witnessed test results.	
12. Ventilation		
	Supply and installation of 6 No FCU's Recondition works to all ceiling mounted FCU's. Balance ventilation and commission. Fresh air supply to provide a minimum of 8L/person/sec and an allowance for equipment, and maximum occupancy of staff to comply with CIBSE guidelines.	
	Carry out extensive annual planned maintenance to all HVAC associated with area to include remedial repairs required as per survey. Commission and validate to achieve CIBSE guidelines for office space.	
13. Workstations		
	Desks: Supply and install 4no 1400x800 Workstations	
	Task Chairs: Supply and install 4no task chairs	
14. Internal Decorations		
	General: Make good all pre-existing damage to wall and ceiling finishes, as well as blemishes to new finishes, prior to and during decoration works	
SCOPE OF WORKS		PRICE (£)
	As appropriate for each type of material, prepare, knot, stop, fill, rub down, bring forward. Make good with flexible wood filler. Use only flexible fillers to all indentations and non-degradable sealants to all junctions in colours to match finish. Leave finish perfectly smooth ready for painting. Prime all surfaces (front, back and all edges prior to fixing where appropriate for new woodwork). Paint in 1 no. coat Undercoat and 2 no. Gloss Finish. Include for additional coats, as necessary, to provide full depth of coverage. Rub down with fine sandpaper between each coat. Decorations to be completed before Dow Corning 785 sealant is applied to junctions	
	Walls to be plastered where required prior to application of final finish	

	Where walls are penetrated by piped services or ductwork all such penetrations to be sleeved and these openings should be sealed after installation to provide a gas tight finish and to reinstate the wall integrity.	
	Any gaps in the joints and mitres are to be filled and smoothed as any blemishes will show through the final finish and will result in a poor final appearance.	
	Walls: Apply two full coats low odour eggshell (Colour 10B15 Gardenia) paint to all new and existing walls Ceilings: Apply two full coats low odour eggshell white paint to existing ceilings	
	Door: Apply 1no undercoat and 2 full topcoats gloss (Colour BS 20C37) both sides	
15. Fitting Out		
	Wall-Mounted Shelving: Re-use existing shelving, uprights, and brackets all to be cleaned thoroughly before reuse.	
16. Testing during Works		
	Test all mechanical and electrical services and equipment as work proceeds during installation.	
17. Cleaning		
	Adjacent areas to the project to be cleaned throughout the working day with appropriate signage	
SCOPE OF WORKS		PRICE (£)
	At completion of works and prior to handover, thoroughly clean entire project in accordance with Requirements. A Builder's clean is not adequate for this purpose and the offices must be handed over free of all dust, smears, etc., and ready for immediate use. Contractor to ensure adjacent flooring affected by works is thoroughly cleaned and all marks are removed	
18. Testing/Commissioning		
	Test all mechanical and electrical services and equipment at completion. Provide Employer with relevant certificates confirming compliance with all manufacturers' installation instructions	
19. O & M Manual		

	Provide UKHSA with a fully indexed O&M Manual, containing details of products and materials installed in the office and all original certificates as noted above; including schematic services drawing/s showing all services (electrical, data & telephone), position of outlets and all cable runs. Provide as two identical Hard Copies and also as an electronic copy.	
	20. Handover/Completion	
	At handover to representatives of the Estates Department, demonstrate full functioning of all services, installations, and equipment, and leave in full working order.	
	TOTAL SUM	£139,900

Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

1 Description of the works

2A56 Office Refurbishment at UKHSA Colindale as per 2A54-2A58 Office Refurbishment Scope of Works

2 Drawings

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Drawing number	Revision	Title
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Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
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2A54-2A58 Office Refurbishment Scope of Works		
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4 Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the <i>Employer</i> .
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Normal working hours on the site are 08:30 to 17.00 Monday – Friday. If the Contractor finds it necessary to work outside of these hours to maintain programme, the Contractor will obtain the Project Manager’s permission giving 24 hours’ notice, any additional costs incurred by the Contractor shall be born by the Contractor.

The Contractor will comply with all the UKHSA’s Site Regulations and Procedures and all matters relating thereto and has allowed within the Price for all working conditions at the site.

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Contract Data

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor’s* work such as limitations on access and the position of adjacent structures.

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