



Contract Documents

BIG Clean Side HVAC

Contract Reference 200047

Contract Data

NEC3 Engineering and Construction Short Contract 2013

A contract between **UKHSA**
 Porton Down, Salisbury, SP4 0JG

and **T-Squared P2 Ltd**
 Devonshire House, Wade Road, Aviary Court,
 Basingstoke, Hampshire, RG24 8PE

for **BIG Clean Side HVAC**

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Contract Data

Name
Address
Telephone
E-mail address

The works are **BIG Clean Side HVAC**

The site is **Shown on drawings**

The starting date is **1st December 2021**

The completion date is **1st July 2022**

The period for reply is **2** weeks.

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

The defect correction period is **2** weeks.

The delay damages are **N/A**

The assessment day is the **Last Friday** of each month.

The retention is **5** %.

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

The Adjudicator is

Name **The President of Royal Institution of Chartered Surveyors**
Address **Parliament Square**
London , SW1P 3AD
Telephone **0870 333 1600**
E-mail address **contactrics@rics.org**

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The interest rate on late payment is2..... % per complete week of delay.

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

property in excess of **£5,000,000** for any one event.

The *Employer* provides this insurance N/A

The minimum amount of cover for the third insurance stated in the Insurance Table is **£5,000,000**

The minimum amount of cover for the fourth insurance stated in the Insurance Table is **£5,000,000**

The *Adjudicator nominating body* is **Royal Institute of Chartered Surveyors**

The *tribunal* is **The courts of England and Wales**

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

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

Z1: 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.

Contract Data

Z2: 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 smoking is strictly prohibited other than in a designated external area in the Employer's site. This regulation is rigidly enforced and any breach of this policy will involve the offender being removed from the site.

Z3: 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 **T-Squared P2 Ltd**

Address **Devonshire House, Wade Road, Aviary Court,
Basingstoke, Hampshire, RG24 8PE**

Telephone

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is18 . . . %.

The percentage for overheads and profit added to other Defined Cost is . . 18. %.

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*.

Signed on behalf of the *Contractor*

Name

Position Date

Signature

The *Employer's* Acceptance

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

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data

Price List

Price

Please Refer to Appendix A “PHE - BIG Clean Side Replacement HVAC - Proposed Activity Schedule - Oct'21”

Contract Data

Works Information

1 Description of the works

HVAC Replacement BIG Clean Side

2 Drawings

Drawing number	Revision	Title
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All drawings
Attached in Appendix C

Contract Data

Works Information

3 Specifications

Title	Date or revision
1. V1 - URS - 200047 - BIG Clean Side Replacement HVAC	
2. 200047-Tender CDM Pack-BIG Clean Side Replacement HVAC - V1 - 08.06.21	
3. 200047-Works Information General Preliminaries-BIG Clean Side Replacement HVAC-V1-03.06.21	

4 Constraints on how the Contractor Provides the Works

N/A

Contract Data

Works Information

5 Requirements for the programme

Outline Programme including any Design work, Approvals, Procurement, and Installation & Commissioning as required. As a minimum the programme must show the proposed sequencing and timing of the following sections and should clearly identify the critical path:

- Mobilisation
- Approvals
- Procurement for various elements/Equipment
- Site Set Up
- Equipment Installation
- Testing/Commissioning

6 Services and other things provided by the *Employer*

Contract Data

Site Information

Contents

SI 100	The Site
SI 200	Existing Services
SI 300	Site Access
SI 400	Health And Safety
SI 500	Site Visit

SI 100 THE SITE:

The works are situated at Public Health England, Porton Down, Salisbury, Wiltshire

THE EXISTING BUILDING(S):

The Contractor's attention is drawn to the adjacency and close proximity of existing buildings which will remain fully operational throughout the construction period and the access and working limitations of the site. The Contractor shall be deemed to have visited the site and to have satisfied himself as to the means of communication, access to the site, the areas available for storage, the extent of work, the nature of the site, the existence of asbestos or other potentially hazardous circumstances affecting health & safety, and all the conditions under which the works will be carried out, together with conditions affecting the supply of labour and materials and to have made due allowance within the Contract sum. No claim arising from the lack of any such knowledge will be entertained.

The existing buildings, plant, equipment and paved areas adjacent to this site will be in constant use throughout the contract period and access to all areas surrounding the Contractor's site must be maintained free from all obstructions at all times for the use of the Employer's staff and other authorised personnel and the Contractor is to liaise with all others working within the site on the mutual use of access routes and any necessary diversions.

The Contractor is to be restricted to the working areas required to carry out the works, the authorised access routes to and from the working areas and other restrictions shown on drawings.

SI 200 EXISTING BUILDINGS ON/ADJACENT TO THE SITE:

Refer to the Pre-construction Information for the Installation of

PROTECTION TO EXISTING BUILDING:

The Contractor must protect, uphold and maintain all existing structures, live drainage, ducts, water, gas and other mains or power services and if any such items are damaged he shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings provided always that the damage is due to any negligence, omission or default of the Contractor's workpeople or those of his subcontractors.

The Contractor shall ensure there is no unauthorised access to the site or building.

Contract Data

Site Information

The Contractor must not make connections or interfere with the operation of existing services, such as live drainage, water, gas or other mains or power services without the written permission of the Employer. The Contractor is to comply in all respects with the Public Health England Permit to work Policy.

The Contractor must give two weeks notice before any service is interrupted except by agreement in accordance with the Permit to Work Procedure.

EXISTING MAINS/SERVICES:

The Contractor must undertake his own investigations to ascertain the service positions or positions of other unknown services. Prior to any construction taking place the Contractor is to confirm in writing that through his own investigations of the area has been undertaken and that the service utilities have been consulted. No claim for additional costs will be accepted due to information being inaccurate/incomplete.

The Contractor is responsible for taking all necessary precautions for protecting the services during the building operation and ensures that these are not damaged in any way. Any such damage must be made good to the satisfaction of the Employer any Statutory Authority, and adjoining owners or occupiers at the Contractors expense.

SITE INVESTIGATION:

The Contractor shall be responsible for all additional site investigation works required as necessary and include all such costs within his Contract Sum. No variation will be issued through the Contractor's lack of knowledge of the existing building, its structure, services, ground conditions etc.

SI 300 ACCESS TO THE SITE:

Access to the site for construction and delivery vehicles shall be from the A30, access shall not be permitted through the villages of Porton or Idmiston

The Contractor is required to ensure that access and public rights of way outside the site are maintained at all times for the duration of the project and kept clean and clear of mud and debris. To this end the Contractor is required to install on site a system of wheel washing for approval by the Employer prior to construction activities starting on site. The Contractor shall not be entitled to a Compensation Event if works are halted for a failure to comply with this requirement.

Within the secure area of the existing PBL facility:

Security must be maintained at all times, the Contractor shall liaise with DSTL's security personnel to ensure this requirement is fulfilled. See Pre-Construction Information Pack for PHE Health, Safety and Security Guidance Notes.

ACCESS TO EXISTING ADJACENT BUILDINGS:

The Contractor's attention is drawn to the adjacent and close proximity of existing buildings and the access and working limitations of the restricted site.

There is to be no access for the Contractor's personnel including his sub-contractors' into existing buildings unless specific site works are to be carried out and subject to the prior written consent of the owner.

Contract Data

Site Information

PARKING:

USE OF THE SITE:

Do not use the site for any purpose other than carrying out the Works. The Contractor shall obtain the approval of the Employer for the erection of all temporary structures, temporary paths and roads, spoil heaps, material dumps, plant, machinery and the like which are necessary for the execution of the works.

Do not display or permit advertisements to be displayed on site without the consent of the Employer.

Ensure that no material or equipment is brought onto site except that required for the works.

SURROUNDING LAND/BUILDING USES:

The Building will be in constant use over the duration of the contract. The contractor must ascertain for himself any information he may require to ensure the safety of all persons and the works.

Do not use the surrounding land or building(s) for any purpose other than carrying out the Works.

SI 400 RISKS TO HEALTH AND SAFETY:

Refer to the Construction Information Pack

The accuracy and sufficiency of this information is not guaranteed by the Employer and the Contractor must ascertain for himself any information he may require to ensure the safety of all persons and the works.

SI 500 SITE VISIT:

The Contractor shall be deemed to have visited the Site and acquainted himself with the restrictions and other matters, which may affect the works.

The Contractor must undertake his own investigations to ascertain positions of unknown services. Prior to any excavations taking place the Contractor is to confirm in writing that a thorough CAT scan of the area has been undertaken.

The Contractor is responsible for taking all necessary precautions for protecting services to be retained during the installation and ensure that these are not damaged in any way. Any such damage must be made good to the satisfaction of the Employer, any Statutory Authority affected and adjoining owners or occupiers, if appropriate, at the Contractor's expense.

No diversion of any of the existing services, etc shall be carried out without the prior written approval of the Employer.

The Contractors attention is drawn to the presence of existing services crossing the proposed site access route. Appropriate protection measures are to be agreed with the Employer.

Appendix A - PHE - BIG Clean Side Replacement HVAC - Proposed Activity Schedule - Oct'21

Appendix B - 200047-Works Information General Preliminaries-BIG Clean Side Replacement HVAC-V1-03.06.21

Appendix C – V1 - URS - 200047 - BIG Clean Side Replacement HVAC

Appendix E – NEC3 ECSC Core Clauses