

Short Contract

C139862

**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 Laboratory Support Cold Room Upgrades at UKHSA
Colindale

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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 Specification Laboratory Support Cold Room Upgrades at UKHSA Colindale

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

The *starting date* is 20th February 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? No

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 **£185,817.00**

Signed on behalf of the

Contractor

Name

Position

Signature

..... Date:

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

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.

Item	Laboratory Support Cold Room Upgrades	Total
	Testing during Works	
	Labelling of Services	
	Cleaning	
	Testing/Commissioning	
	O & M Manual	
	Handover/Completion	
	<u>Cold Rooms</u>	
1	3C42: Cold Room- 2005	
2	3C43: -20 Freezer- 2005	
3	1B33: Cold Room +4C	
4	1B33B: Cold Room -24C	
5	EX011: -20 Freezer- 2002	
6	2A06: Cold Room	
7	2A27: Cold Room- 2019/20	
8	1A35: Cold Room	
9	3C32: Cold Room- 2018	
	Total	£ 185,817.00

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

Specification Laboratory Support Cold Room Upgrades

The works comprise the complete Replacement and Upgrade of external AC condensing units and associated appurtenances for Containment Level 3 Laboratories at UKHSA Colindale listed below. All equipment to be as specified. Cranage and all delivery/installation costs to be included.

Commissioning and testing of installation and operation.

All works to be carried out to meet current F-Gas Regulations.

2 Drawings

None

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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Specification Laboratory Support Cold Room Upgrades

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 Employer.

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.

..... See section 4 above.. ..

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