



CALL-OFF CONTRACT

FOR THE PROVISION OF: GOOLE FIRE STATION PROFESSIONAL SERVICES CONTRACT

CONTRACT REF: 1737-2018-49616

CONTENTS

1)	NEC PROFESSIONAL SERVICES SHORT FORM CONTRACT
2)	APPENDIX A - ADDITIONAL TERMS
3)	APPENDIX B - PRICING
4)	APPENDIX C - GFRS ELECTRICAL BRIEF
5)	APPENDIX D - GFRS MECHANICAL BRIEF
6)	APPENDIX E1 DEMOLITION PLAN
7)	APPENDIX E2 DIMENSIONS
8)	APPENDIX E3 EXISTING AND PROPOSED PLANS
9)	APPENDIX E4 EXTENSION DETAILS
10)	APPENDIX E5 LOCATION PLAN
11)	APPENDIX E6 PHASE 1
12)	APPENDIX E7 PHASE 1A R1
13)	APPENDIX E8 PHASE 2 R1
14)	APPENDIX E9 PHASE 3 R1
15)	APPENDIX E10 SERVICES PLAN R1
16)	APPENDIX E11 WINDOW AND DOOR DETAILS

17) APPENDIX E12 GFS SPECIFICATION

AUTHORISED CONTRACT SIGNATURES

An NEC3 Professional Services Short Form Contract April 2013 and any amendments in force on the following date were agreed on the Jun 16, 2022 2022

Between

The Police and Crime Commissioner for Humberside (PCC)

The Police and Crime Commissioner for Humberside, The Lawns, Harland Way, Cottingham HU16 5SN

on behalf of

Humberside Fire and Rescue Service (HFRS)

Summergroves Way, Hull, East Yorkshire, HU4 7BB

And

Lindum Group Ltd

Lindum Business Park, Station Road, North Hykeham, Lincoln LN6 3QX.

For a Call Off contract under the Estates Framework Agreement ref:1737-2018

Contract comprises of:

This Signature Sheet
NEC3 Professional Services Short Form Contract
Appendices A – E referred to in the NEC3 Professional Services Short Form Contract

Signed on behalf of the Police & Crime Commissioner for Humberside

Andy Balmond

Andy Balmond (Jun 16, 2022 08:44 GMT+1)

Andy Balmond Strategic Category Manager

Print Name & Position:

Aleksandra Makarewicz

Witness Signature:

Aleksandra Makarewicz (Jun 16, 2022 14:16 GMT+1)

Print Name & Position:

ALEKSANDRA MAKAREWICZ, CATEGORY OFFICER

Signed on behalf of the Consultant (Lindum Group Ltd.)

Authorised Signature Director

Print Name & Position:

Witness Signature Estimating Manager Lindum BMS
Print Name & Position:

nec³ Professional Services

Short Contract

A Contract between

Lindum Group Ltd

Lindum Business Park, Station Road, North Hykeham, Lincoln, LN6 3QX

And

Police and Crime Commissioner for Humberside The Lawns, Harland Way, Cottingham, HU16 5SN

on behalf of

Humberside Fire and Rescue Service Summergroves Way, Hull, East Yorkshire, HU4 7BB

for .

Professional Services for Goole Fire Station

Contract Forms

Contract Data	2
The Consultant's Offer	5
The Client's Acceptance	6
Price List	7
Scope	8
Conditions of Contract	

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

Contract Data

The Client is

Name Police and Crime Commissioner for Humberside

Address The Lawns, Harland Way, Cottingham, HU16 5SN

Telephone 0746498393 Fax.....

E-mail address Lucy.wilemann@humberside.pnn.police.uk

The services are Pre-construction design services for the refurbishment works to Goole Fire Station

The starting date is (Date of contract signature)

The completion date is 30/06/2022

The delay damages for late

Completion are per day.

The law of the contract is English

The period for reply is 2 weeks.

The defects date is 52 weeks after Completion.

The assessment day is the 28th of each month.

Work is to be carried out on a

time charge basis 5% release on 12 months from completion

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

Contract Data

The Consultant provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the Consultant to use the skill and care normally used by professionals providing services similar to the services	10,000,000 In the aggregate with unlimited reinstatements	6 Years
Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	10,000,000 in respect of each claim, without limit to the number of claims	3 Year
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	10,000,000 in respect of each claim, without limit to the number of claims	3 Year

The Client provides the following insurance cover

Only enter details here if Client is to provide insurance.

Insurance against loss or damage to any existing structures together with the contents of them owned by him or for which he is responsible.

Insurance: the Employer shall maintain joint names insurance in respect of the existing structures for the full cost of reinstatement, repair or replacement of such loss or damage"?

Contract Data

The Consultant's total liability to the Client for matters for which insurance is provided is limited to	£10,000,000
The Consultant's total liability to the Client for other matters is limited to	N/A
The tribunal is	Arbitration
If the <i>tribunal</i> is arbitration, the arbitration procedure is	Centre for Effective Dispute Resolution (CEDR)
The place where the arbitration is to be held is	.Yorkshire
The person who will choose the arbitrator if the Parties cannot agree is	. Centre for Effective Dispute Resolution (CEDR)

Only include these statements if the tribunal is arbitration.

The conditions of contract are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

Only enter details here if additional conditions are required.

See Appendix A - Additional Terms

The Consultant's Offer

	The Consultant is
Name	Lindum Group Ltd
Address	Lindum Business Park, Station Road, North Hykeham, Lincoln, LN6 3QX
Telephone	
E-mail address	
The Consultant offers to Provide th determined in accordance with the	e Services in accordance with the conditions of contract for an amount to be conditions of conditions.
The name, job, qualifications and experience of <i>Consultant's key people are</i> in	
The staff rates are	Appendix B - Pricing
The offered total of the Prices is	(Refer to Appendix B – Pricing)
Signed on behalf of the Consultant	
Name	
Position	Director
Signature	Jun 15, 2022 Date

The Client's Acceptance

The Client accepts the Consultant's	s Offer to Provide the Services	
3		
Position	Strategic Category Manager	Jun 16, 2022

Price List

Entries in the first four columns are made either by the Client or the tenderer.

For each row:

- •If the Consultant 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.
- •If the Consultant is to be paid an amount for the item of work and 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.
- •If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the staff rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Item number	Description	Unit	Expected quantity	Rate	Price
See Appendix B -	Pricing				
Expenses					
As above					
			The total of	the Prices	

Scope

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

1 Purpose of the services

Provide a brief summary of why the services are being commissioned and what they will be used for.

Detailed architectural, mechanical and electrical Design for the refurbishment of Goole Fire Station in line with brief provided by the Humberside Police Joint Estate Service. On behalf of HFRS.

2 Description of the services

Give a complete and precise description of what the Consultant is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

Using the outline brief and initial design drawings, complete detailed design and costings for refurbishment work on Goole Fire Station. This will be submitted to the Joint Estate Service for review and agreement with the intention of contracting Lindum to undertake the construction phase (if prices submitted following completion of the design are considered reasonable). Lindum to provide a professional consultancy service for all of the above works.

3 Existing information

List existing information which is relevant to the services. This can include documents which the *Consultant* is to further develop.

Outline Mechanical and Electrical briefs (Completed by JES Engineers)

Architectural Drawings and designs (provided by JES Architect) for further development by Lindum

Existing Site, topographical and building plans

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4 Specifications and standards

List the specifications and standards that apply to this contract.

See Appendix C - GFRS Electrical Brief

See Appendix D - GFRS Mechanical Brief

5 Constraints on how the Consultant is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

All stage plans to be agreed with JES on behalf of HFRS prior to commencement on site.

Scope

6 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.

·
Lindum Group submits revised programmes at intervals no longer than 4 weeks. Lindum Group is to submit a first programme for acceptance within 2 weeks of the Contract Date.
7 Information and other things provided by the Client
Describe what information and other things the <i>Client</i> is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the <i>Client</i> 's information technology systems.
Item Date by which it will be provided
N/A