

Short Contract

ECM 6236 (ITT 3454)

**A contract between Public Health England.6th Floor, North Wing,
Wellington House,133-155 Waterloo Road,
London SE1 8UG**

**and Optimum Group Services PLC, Jebson House, 53-61
High Street, Ruislip, Middlesex, HA4 7BD**

for Design & Build of HVAC and BMS Systems Upgrades

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

Contract Data

The Employer is
Name Public Health England (PHE)
Address 61 Colindale Avenue, Colindale, London. NW9 5EQ
Telephone 020 8327 6294
E-mail address [REDACTED]

The works are Design & Build of HVAC and BMS Systems Upgrades
The site is PHE

61 Colindale Avenue
Colindale
London NW9 5EQ

The starting date is TBC
The completion date is To be advised following
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 024 7686 8555.
E-mail address mailorder@rics.org

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 or 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 Optimum Group Services PLC,
Address Jebesen House, 53-61 High
Street, Ruislip, Middlesex,
HA4 7BD

Telephone

E-mail address

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

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

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 £269,134.25

Signed on behalf of the Contractor

Name
Position Director
Signature

..... Date: 29/11/18.

The Employer's Acceptance

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

Signed on behalf of the Employer

Name
Position Deputy Director NIS Laboratory Operations
Signature

..... Date 11/12/18

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

Works to be the Design and Build of HVAC and BMS Systems Upgrades as identified in the scope of works

ITT 3454 Design & Build of HVAC and BMS Systems Upgrades

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

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 PHE's Site Regulations and Procedures and all matters relating thereto and has allowed within the Price for all working conditions at the site.

Contract Data

Works Information

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).

. Programme to be confirmed following agreement with PHE.

.....

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.

Item

Inclusions and exclusions as per the tender process

Detail what the Employer will provide, such as services (including water and electricity, etc.) and "free issue" plant, materials and equipment.

Inclusions and exclusions as per the tender process relevant to Design & Build of HVAC and BMS Systems Upgrades"

As detailed in the Scope of Works provided separately and/or to be confirmed on contractors 'Tender' site survey

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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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..... As detailed in the Scope of Works provided separately and/or to be confirmed on contractors 'Tender' site survey

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