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**NEC3 ENGINEERING AND CONSTRUCTION SHORT CONTRACT**

**CONTRACT DATA**

**THE EMPLOYER IS;**

**Name;** York Teaching Hospitals NHS Foundation Trust

**Address;** York Teaching Hospitals, Wiggington Road, York, YO31 8HE

**Telephone;** 01723 342198

**Email Address;** Andrew1.Bennett@York.NHS.UK

**The Works Are;** Alterations and upgrade works to theCancer Information Service Office at Scarborough General Hospital as described in the Schedule of Works

**The Site Is;** Scarborough General Hospital, South Block, Woodlands Drive, Scarborough YO12 6QL

**The Starting Date Is;** TBC

**The Completion Date Is;** TBC

**The Period For Reply Is;** 4 **weeks**

**The Defects Date Is;** 52 **weeks after completion**

**The Defects Correction Period Is;** 4 **weeks**

**The Delay Damages Are; £ N/A per day**

**The Assessment Date is the;** 10 day **of each month**

**The Retention Is;** N/A **%**

**Does the United Kingdom Housing Grants, Construction and**

**Regeneration Act (1996) apply; No YES/NO Delete as appropriate**

**The Adjudicator is;**

 **Name**N/A

 **Address**

 **Telephone**

 **eMail address**

**The interest rate on late payment is;** 5 **% per complete week of delay**

**The Contractor is not liable to the Employer for loss of or damage to the Employers;**

 **Property in excess of** N/A **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;** RICS

**The tribunal is;** Adjudication

**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**

N/A

**CONTRACT DATA**

**THE CONTRACTORS OFFER**

**THE CONTRACTOR IS;**

**Name**

**Address**

**Telephone**

**eMail 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 £**

**Signed on behalf of the Contractor**

 **Name**

 **Position**

 **Signature Date**

**THE EMPLOYERS ACCEPTANCE**

**The Employer accepts the Contractors Offer to Provide the Works**

**Signed on behalf of the Employer**

 **Name**

 **Position**

 **Signature Date**

**CONTRACT DATA**

**PRICE LIST**

See the Schedule of Works

**CONTRACT DATA**

**WORKS INFORMATION**

1. **DESCRIPTION OF THE WORKS**

Alterations works to the existing Cancer Information Service Office to effectively extend and upgrade the area.

See the Schedule of Works dated 19th May 2015.

1. **DRAWINGS**

50069.199/01. McMillan Cancer Information Point – Existing & Proposed Layout.

 **SPECIFICATIONS**

Refer to schedule of works document.

1. **CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS**

The contractor must maintain uninterrupted access for the client, staff, patients, visitors and suppliers at all times. Rules should be established regarding use of vehicles and movement of personnel on site which must be approved by the client before commissioning works.

The surrounding departments and accommodation will be in use throughout the works and the contractor will be required to detail how works will be controlled to prevent disruption to client activities. No equipment or materials should be left or stored in main through corridors throughout the duration of the works. The contractor shall note that routes may be used as emergency exits for the duration of the project. The contractor shall ensure that at the end of each working day fire evacuation routes are left clear and unobstructed.

Due regard shall be taken of the need for the health and safety of all medical staff, admin staff, patients and members of the public accessing and leaving the grounds through the working day. Care regarding prevention of excessive noise and waste pollution shall be implemented.

The contractor’s main area of work is limited to those areas as detailed within the Scope of Works.

The contractor is to use only the access route detailed in the Scope of Works, unless given express permission by the Employer.

1. **REQUIREMENTS FOR THE PROGRAMME**

Length of contract: To be agreed with contractor.

Programme: Contractor to provide programme for undertaking works to the premises. The programme is to indicate sequence and duration of works. Programme to be approved by CA.

1. **SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER**

Water and power to be provided as free issue for the duration of the contract.

**CONTRACT DATA**

**SITE INFORMATION**

The contractor must provide the Client representative and Project Manager at Sweett (UK) Limited with contact details of the site foreman including contact details for out of hours emergencies.

The contractor must maintain security of the areas being worked upon at all times.

The contractor must not take instruction’s to stop the works from anyone other than the approved persons who will have authority to do this. They will comprise the following who will be identified in person once the contract has been awarded Project Manager Sweett UK Limited on behalf of York Teaching Hospitals NHS Foundation Trust; Capital Projects Manager, York Teaching Hospitals NHS Foundation Trust.