



Professional Service Short Contract

This contract should be used for the appointment of a supplier to provide a professional service which does not require sophisticated management techniques, comprises straightforward work and imposes only low risks on both client and consultant

An NEC document

June 2017

(with amendments October 2020)

The Government Construction Board, Cabinet Office UK

The Government Construction Board (formerly Construction Clients' Board) recommends that public sector organisations use the NEC contracts and in particular the NEC4 contracts where appropriate, when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of the Government Construction Strategy.

The Development Bureau, HKSAR Government

The Development Bureau recommends the progressive transition from NEC3 to NEC4 in public works projects in Hong Kong. With suitable amendments to adapt to the Hong Kong local environment, NEC4 is expected to further enhance collaborative partnering, unlock innovations and achieve better cost management and value for money in public works projects.

NEC is a division of Thomas Telford Ltd, which is a wholly owned subsidiary of the Institution of Civil Engineers (ICE), the owner and developer of the NEC.

The NEC is a suite of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

NEC4 Engineering and Construction Subcontract is one of the NEC suite and is consistent with all other NEC4 documents. Also available are User Guides and Flow Charts.

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Short Contract

A contract between

UK Research and Innovation

and

Pick Everard

for

Time Charge Orders as set out in the individual Purchase Order(s) as raised under Framework Number CON19012 dated 15th January 2021

Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

Contract Forms

Contract Data

The *Consultant's Offer* and *Client's Acceptance*

Price List

Scope

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

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *service* is

The *starting date* is

The *completion date* is

The ~~*delay damages*~~ are per day

The *law of the contract* is

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *assessment day* is the of each month

Work **is** to be carried out on a time charge basis

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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

The *Client* provides this insurance

insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Client* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Client's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with a *Client's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the <i>service</i>	£5,000,000 for any one occurrence or series of occurrences arising out of any one event and in the aggregate annually in respect of pollution, contamination and £2,000,000 (two million pounds sterling) in the aggregate annually in respect of fire safety related claims.	Duration of each task order + 12 months
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£5,000,000 in respect of each event, without limit to the number of events	Duration of each task order + 12 months
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000 in respect of each event, without limit to the number of events	Duration of each task order + 12 months

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

The *Adjudicator nominating body* is

The *tribunal* is

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

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions

The NEC4 Framework Contract will form this Framework Agreement and Estates & Construction Consultancy Services will be performed on an instructed basis during the term of the agreement - Contract number: CON19012 and in accordance with the Scope of Service and Contract Management Plan v5 dated 28th April 2021.

The Data which will apply to all Time Charge Orders is NEC4 Professional Services Short Contract. The Contract Data will be prepared by the Client and agreed with the Consultant per Time Charge Order and Work Order.

All Time Charge Orders and Work Orders will utilise the Consultant's Rates and Mark-Ups as detailed in document titled CON19012 AW5.2 Price Schedule

The Rate Card tab will apply to all Time Charge Orders and Work Orders instructed up until 31st March 2022 at which points the rates will be adjusted in line with RICS indices.

The following amendment to the NEC4 Professional Service Short Contract is agreed to be applicable to the Contract:

2 The Consultant's main responsibilities

20.2 Delete and replace with:

The *Consultant's* obligation is to use all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.

Contract Data

The Consultant's Contract Data

The Consultant is

Name

Address for communications

Address for electronic communications

The fee percentage is %

The people rates are

category of person	unit	rate
As per CON19012/01 Variation to AW5.2 Price Schedule - Amendment for Year 2 of the Contract dated 15 August 2022		See Annex 1

The key persons are

Name (1)	<input type="text" value="FOIA Section 40 Personal Information"/>
Job	National Director – Project Management
Responsibilities	Framework Manager
Qualifications	<input type="text"/>
Experience	<input type="text"/>
Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

The Consultant's Offer and Client's Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

As set out in the Purchase Order

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Signed on behalf of the *Consultant*

Name FOIA Section 40 Personal Information

Position Partner

Signature FOIA Section 40 Personal Information

Date 17/11/2023

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name FOIA Section 40 Personal Information

Position FOIA Section 40 Personal Information

Signature FOIA Section 40 Personal Information

Date 17 November 2023

Price List

RIBA Stage: 4

FOIA Section 43 Commercial

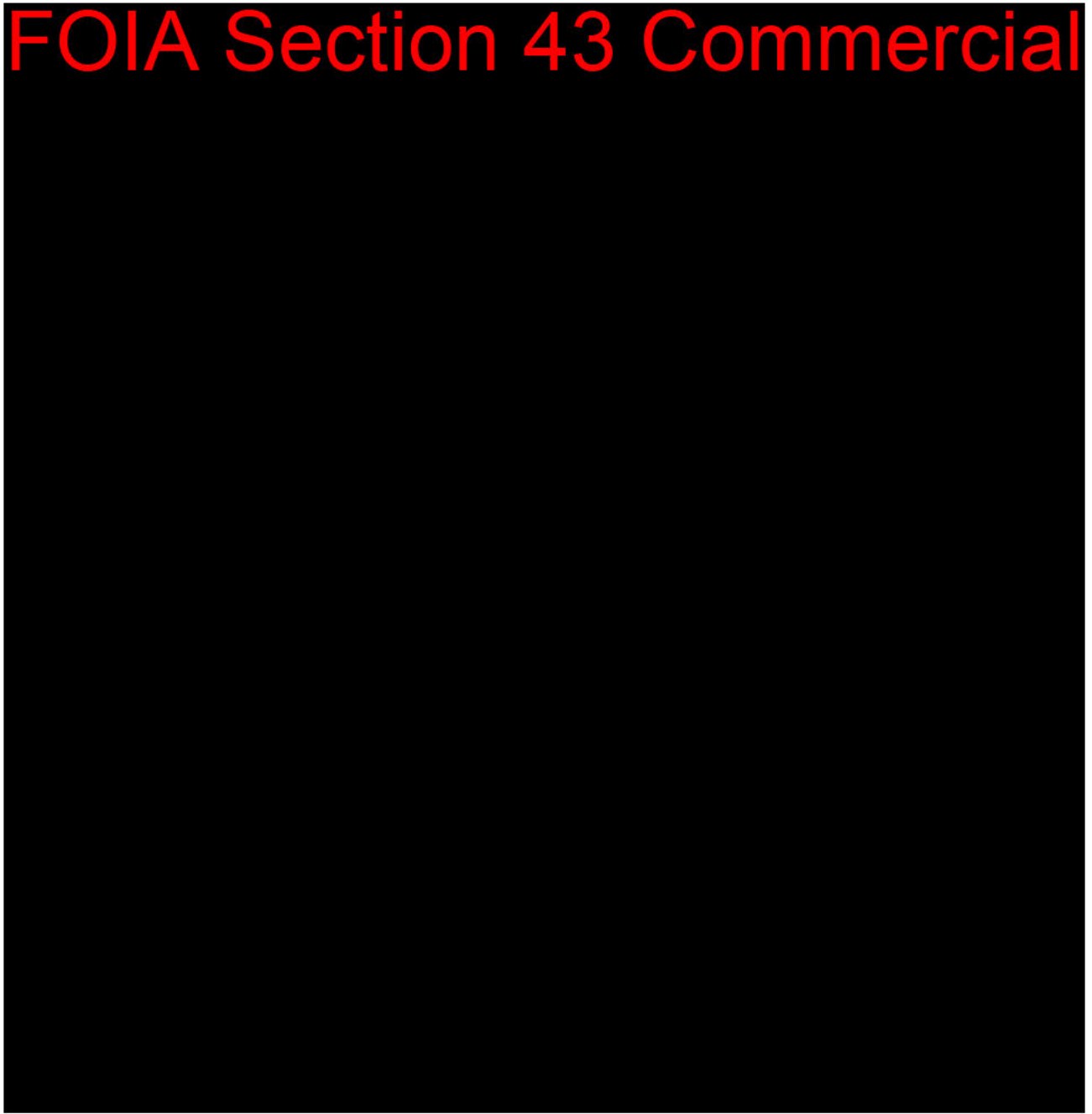
– RIBA Stage 4 total of
the Prices £106,603.00

EXPENSES

	Expenses					£ 0
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RIBA Stage 5:

FOIA Section 43 Commercial



– RIBA Stage 5 total of the Prices £48,913.00

EXPENSES

Expenses					£ 0
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FOIA Section 43 Commercial



GRAND TOTAL Fees: £155,516.02 + VAT (based on estimated time charge tba with client)

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 service

Provide a brief summary of why the service is being commissioned and what it will be used for.

As set out in the Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

2 Description of the service

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

Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

Project Title: BAS Cambridge Polar Aquarium

Description

Background:

The BAS Cambridge Polar Aquarium is due for refurbishment and project funding is expected from October 2023. The Aquarium and its associated cold rooms are a specialist facility characterised by low temperature refrigeration with close temperature control at +/- 1 degree. Careful selection of materials are required as certain metals have a detrimental effect on animal welfare. The project involves an elements of standard builders work, low temperature refrigeration all with N+1 redundancy for all chilling equipment. Integration of chilled water, chilled air and Aquarium systems need to work in unison. M&E install is the critical part of the remaining project. BAS have appointed an Aquarium Specialist to design and install the Life Support Systems for the Aquaria.

As funding is expected in October, BAS do not currently have a Project Manager in place for this project. BAS aim to directly employ a PM for the role, however the recruitment process typically takes 3 to 4 months to get someone in post.

In the short term we would like to consider a 5 day a week, hands on both Contract Management and Contractor management with a PM embedded in the BAS team from 1st October 2023 until 31st March 2024. It must be stressed that this will be hands on management of the contractor on site as well as contract management. The appointed individual would be fully responsible for delivery of the project, management of end users and reporting back to the project board.

Given the large focus on refrigeration and close temperature control it would suit a person with that background ideally.

Scope:

1. To provide a budget price for 5 days a week 'hands on' Contractor and Contract Management, embedded at BAS full time as part of the BAS team from 1st October 2023 until 31st March 2024.
2. To be the project lead on behalf of BAS, including contractor supervision and induction.
3. Project reports and control approval gateways with the project board.
4. Manage and harness the knowledge of the specialist end users such as the BAS Aquarium and Controlled Environment and Laboratory managers.
5. Provide regular reports to the BAS UK Project Manager.
6. Ensure all CDM compliance is in place and that Safe systems of work are in place for the project.
7. Advise and select competent contractors through the government procurement process.
8. Ensure the quality is high and material selection is correct with robust quality check procedures.
9. Maintain and monitor project budgets and cost control over the course of the project in line with financial rules.

Detailed Requirements:

As above.

Notes:

BAS welcome Pick Everard to embed into the BAS Estates team to support a critical project for BAS science.

Pick Everard already have access to existing site AutoCAD plans and modelling.

Contact Details: FOIA Section 40 Personal Information

Access Arrangements: Please contact Nigel Garrod

Scope

3 Existing information

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

As set out in the Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

Attachments; None

4 Specifications and standards

List the specifications and standards that apply to the contract.

As set out in the Task Order 067 Issue 3 (3rd November 2023)

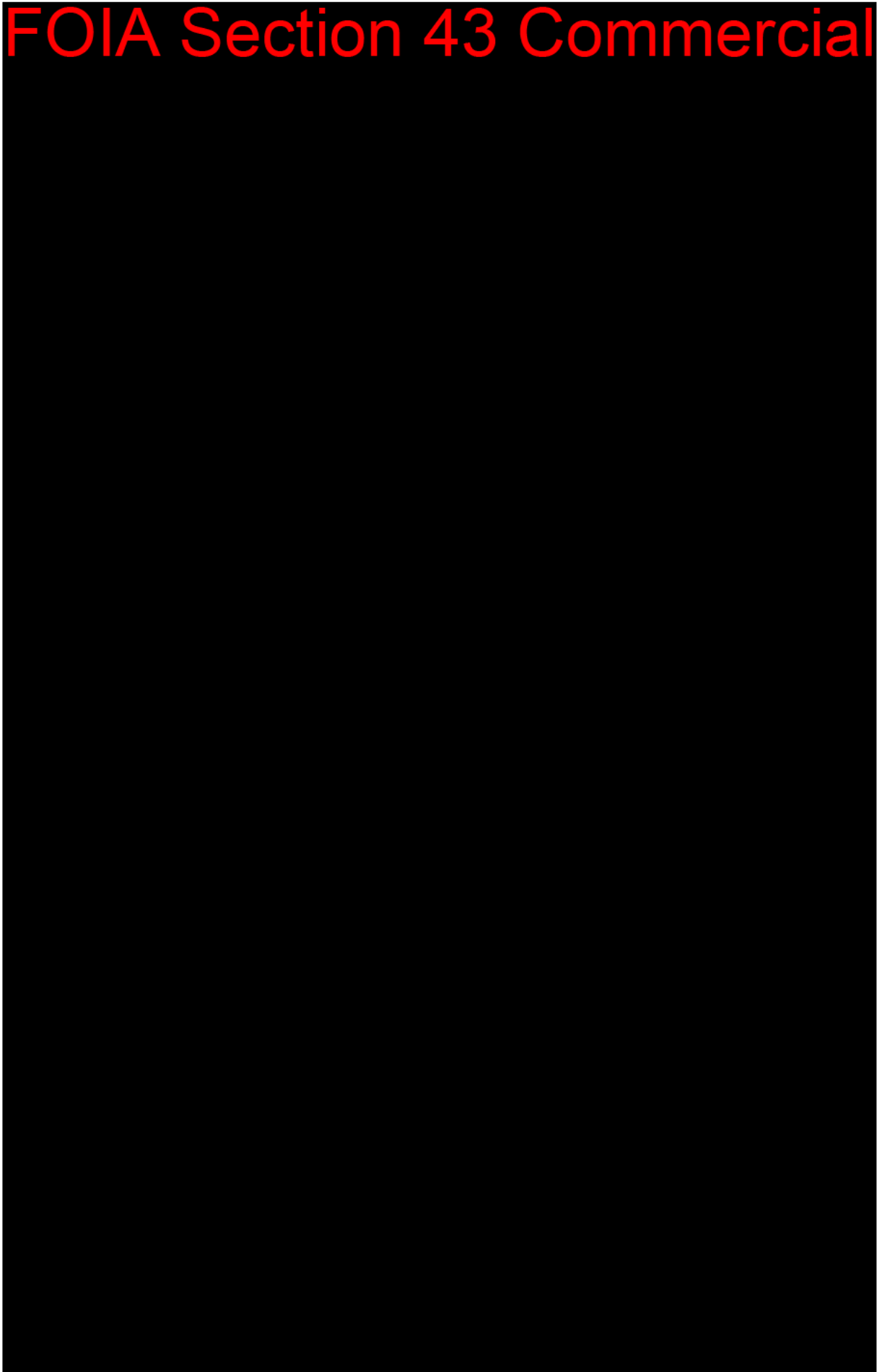
BAS Cambridge Polar Aquarium

FOIA Section 43 Commercial

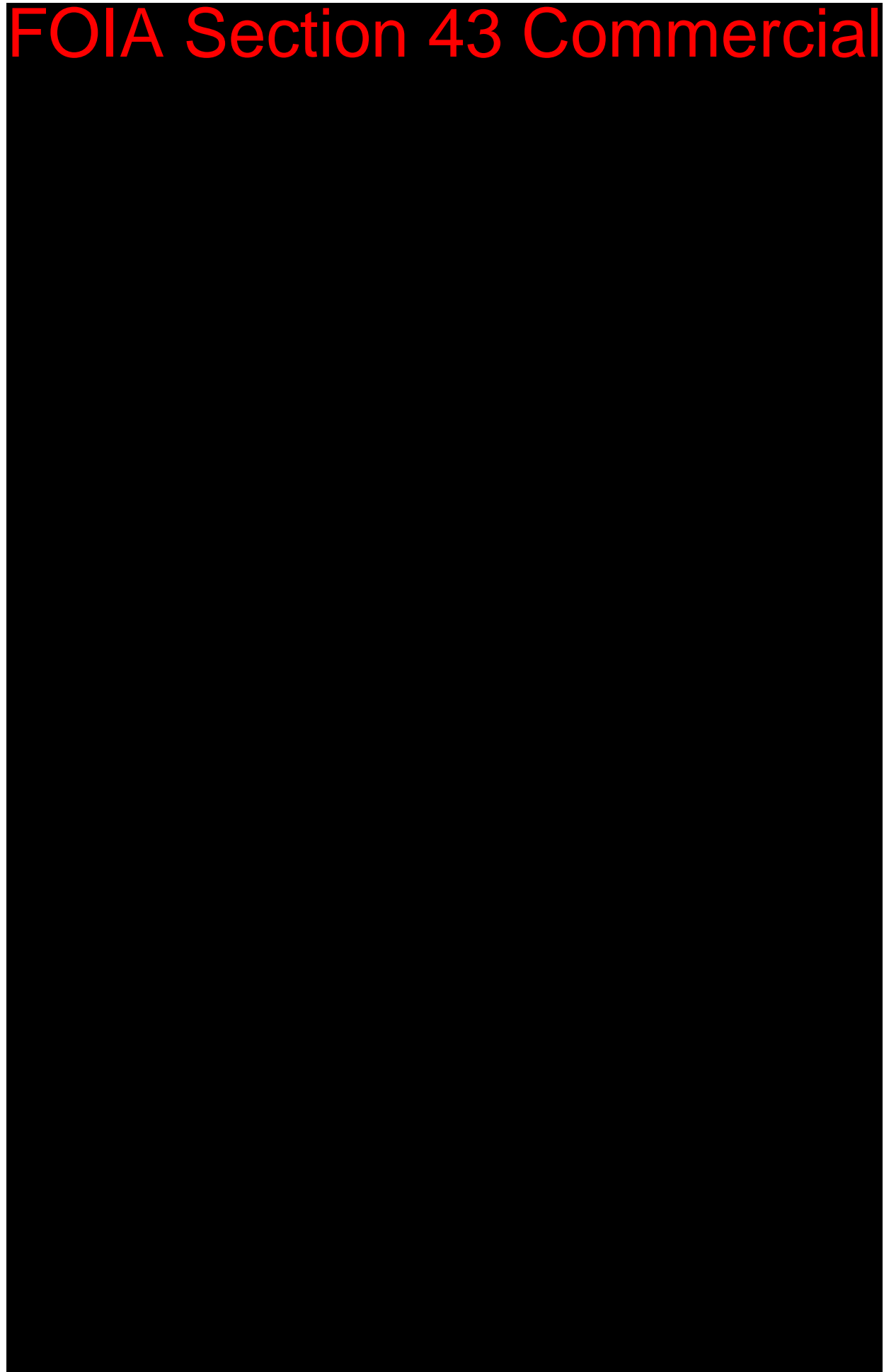
FOIA Section 40 Personal

project team.

FOIA Section 43 Commercial



FOIA Section 43 Commercial



FOIA Section 43 Commercial



Scope

5 Constraints on how the *Consultant* Provides the Service

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*.

As set out in the Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

Start Date November 2023

Finish date 31/03/2024

Milestones – none stated

Planning Ahead:

April 2024 – June 2025

Appendix A (separate TO / Contract) – Budgetary costs included

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.

As set out in the Task Order 067 Issue 3 (3rd November 2023)

BAS Cambridge Polar Aquarium

Scope

7 Information and other things provided by the Client

Annex 1 Cost Breakdown:

**November 2023 – 31 March 2024 Fees: £155,516.02 + VAT (based on estimated time charge tba with client)
Appendix A Fees Attached. (Indication of future budgetary fees, as required in spreadsheet attached)**

FOIA Section 43 Commercial

The table content is almost entirely redacted with black bars. Only a few small text fragments are visible within the grid structure, including the text 'FOIA Section 43 Commercial' at the top left of the redacted area.

FOIA Section 43 Commercial