



# Professional Service Short Contract

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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.

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### **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.

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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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Contract) 978-0-7277-6227-6 ISBN (Selecting a Supplier)

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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 15<sup>th</sup> January 2021

**Task Order 054 Issue 1 (22<sup>nd</sup> December 2023)**

UPS BESS Resilience

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 28<sup>th</sup> 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="██████████████████"/>
<input type="checkbox"/>	<input type="text" value="██████████████████ – Project Management"/>
Responsibilities	<input type="text" value="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"/>








– RIBA Stage 4 total of the Prices £ 14,427.70

EXPENSES

Expenses				£ 0
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Pricing Summary

[Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]

**Total Fees: £14,427.70 +VAT**

Assumptions / exclusions:

- Fees are inclusive of reasonable expenses.

# 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 054 Issue 1 (22<sup>nd</sup> December 2023)

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## 2 Description of the service

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

Task Order 054 Issue 1 (22<sup>nd</sup> December 2023)

*Project Title: UPS BESS Resilience*

### *Description*

- Following on from last year's threat of rolling power cuts during the winter NERC UKRI been asked to assess the usefulness of battery storage to help manage this threat (some of the sites are prone to short power cuts as well, so this will also help in this regards), initially we would want to review Keyworth (we will also want to pick up BAS at some point, but will likely complete following the completion of their current electrical upgrade task order).
- From the HV electrical upgrade report it looks like the current PE view on this is to provide UPS/BESS on the proposed new substations (scope of BESS/UPS will likely also need to expand to include the 3 existing transformers as well). We require an options paper/ basic feasibility review in terms of what the best solution would be (central/decentralised systems and LV/HV etc), as well as recommended autonomy/run times to provide best coverage/resilience/minimise generator run times (associated emissions) to site from these kinds of events, with some outline indicative costings (there are already some in TO42).
- Also, consideration should be given to future expansion of solar on site (as per previous rooftop review), there are short times in the summer when the site runs just about runs solely on the two large solar systems, with no import, if we add more solar we would begin to have a noticeable excess generation, it would be good to be able to self-consume excess generation via battery's later in the day/peak times when electric costs are higher. This may change the potential UPS/BESS recommended sizes. It would be good to think about some indicative operational savings.

- Given, potentially there would be likely be in excess of 1MW of battery on site at completion, potentially we could be of interest to the DNO, for grid services, so it would be good to explore this option further with potential indication of revenues from an aggregator. (there may be a cost for enquiry/applications with the DNO etc)
- This output will feed into the next stage of the development of the task order for the electrical design for site. We haven't got a massive budget, so need to be pragmatic about the level of detail, which will be refined on the follow on electrical task order.

*Contact Details*

*Access Arrangements*      *Mon-Fri (0800-1700)*

*Attachments: None*

# Scope

## 3 Existing information

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

### Task Order 054 Issue 1 (22<sup>nd</sup> December 2023)

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Attachments:  
None

## 4 Specifications and standards

List the specifications and standards that apply to the contract.

### As set out in the Task Order 054 Issue 1 (22<sup>nd</sup> December 2023)

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We have allowed for the following scope of works:

#### Building Services and Sustainability:

- Briefing attendance – One meeting via Teams.
- Initial scope review including BGS collated BESS supplier information.
- Review and post process of the metered data, provided by BGS.
- Modelling of the site wide operational energy consumption and current PV generation.
- BESS options, sizes and performance.
- Generation of options (additional PV on ground, on existing roofs etc)
- Stage 1 report to review options available to provide short power outage resilience / efficient site coverage and minimise SBG usage in order to develop a strategy proposal.
- Outline indicative costs and potential operational savings.
- Review options and preferred solution with BGS – One meeting via teams.
- Meetings - One via Teams
- Internal Comms
- Checking
- Management

#### Quantity Surveying:

- Production of indicative cost assessment of proposed preferred solution.

#### Project Management and administration:

- NERC Framework Management – progress reporting, monitoring and liaison (written / verbal)
- Account Management
- Project set-up
- Invoicing / administration

**Project Team Members:**

**Building Services and Sustainability:**

- Jonathan Tranter - Director
- Ian Machin - Associate
- Adrian Harrison – Electrical Engineer
- Alex Kesidis – Associate - Sustainability & Energy

**Project Management**

- Lance Hodges – Strategic Account Director
- Emma Nicholson – Principal Sustainability Project Manager/NERC UKRI Framework Manager
- Amanda Ballie – Assistant Project Manager

**Cost Management**

- Andrew Cornish – Associate Director
- TBC - Director (Potentially Will Phillips)

# 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 054 Issue 1 (22<sup>nd</sup> December 2023)

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*Start Date January 2024*

*Finish date February 2024*

*Milestones -*

*Restrictions - none*

# 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 054 Issue 1 (22<sup>nd</sup> December 2023)**

UPS BESS Resilience



