

# Short Contract

**A contract between**

UK Research and Innovation

**and**

MPH Construction Limited

**for**

Capel Dewi Decommissioning Services

Contract Forms

Contract Data

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

Price List

Scope

Site Information

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name UK Research and Innovation

Address for communications British Geological Survey, Nicker Hill, Keyworth, Nottinghamshire, NG12 5GG

Address for electronic communications FOIA Section 40 Personal Information

The *works* are Decommissioning of a redundant weather array

The *site* is Capel Dewi, Aberystwyth

The *starting date* is 19/12/2024

The *completion date* is 31/03/2025

The *delay damages* are FOIA Sec per day

The *period for reply* is 1 week

The *defects date* is 26 weeks after Completion

The *defect correction period* is 4 weeks

The *assessment day* is the 1<sup>st</sup> of each month

The *retention* is 3 %

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

The *Adjudicator* is

Name Not Named

Address for communications N/A

Address for electronic communications N/A

# Contract Data

## The *Client's* Contract Data

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

The *Client* provides this insurance

No Insurance to be provided by the Client

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

£5,000,000

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

£5,000,000

Is the *Contractor's* obligation for design to use the skill and care normally used by professionals designing works similar to the *works*? **Yes**

The *Contractor* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Contractor</i> for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i>	£5,000,000	Duration of Contract
	in respect of each claim, without limit to the number of claims	

# Contract Data

## The *Client's* Contract Data

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

Cost of replacement

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

125%

The *Adjudicator nominating body* is

The Royal Institution of Chartered Surveyors

The *tribunal* is

Courts of England and Wales

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

N/A

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2023) and the following additional conditions

# Contract Data

## The Contractor's Contract Data

The Contractor is

Name

MPH Construction Limited

Address for communications

Bromfield House  
Queens Lane  
Bromfield Industrial Estate  
Mold, Flintshire  
CH7 1XB

Address for electronic communications

FOIA Section 40 Personal Information

The fee percentage is

FOIA Section 40

%

The people rates are

category of person

unit

rate

category of person	unit	rate
Supervisor		
Skilled Operative		
Semi - Skilled Op		

FOIA Section 43 Commercial

The published list of Equipment is

CECA

The percentage for adjustment for Equipment is

+5%

% (state plus

or minus)

# The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the Works 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

69,022.47 EXC VAT

Signed on behalf of the *Contractor*

Name FOIA Section 40 Personal Information

Position Quantity Surveyor

Signature FOIA Section 40 Personal Information

Date 08/01/2025

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

FOIA Section 40 Personal Information

Position Commercial Business Partner

Signature

FOIA Section 40 Personal Information

Date 09/01/2025

# Price List

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
1	Total cost for works				£69,022.47

**The total of the Prices**

£69,022.47 exc VAT

The method and rules used to compile the Price List are

The price list consisted of 1 line, requesting the total price for completing the works detailed in the specification.

# Scope

## 1 Description of the works

The MST (Atmospheric) radar facility at Capel Dewi (Aberystwyth, Ceredigion, SY23 3HU) is now surplus to NERC-UKRI scientific and operational requirements, so will need to be decommissioned and returned to a suitable condition to allow the site to be surrendered to the freehold landlord.

The facility is located approximately 4 miles east of Aberystwyth, on a 4.27-acre site which contains a bungalow, several ancillary buildings, as well as the large MST antennae radar array. The removal of the array is the primary focus of this project, it covers over approximately 10000m<sup>2</sup> (100mx100m), comprising of 400 aluminium Yagi antennae, with concrete footings and structured cabling between the devices.

A desktop study will need to be completed prior to the start of the works, as detailed in Appendix A – Specification.

There is a fully detailed specification of works in the document UKRI-4287 Appendix A – Specification – Capel Dewi Decommissioning Services, which is linked below:



The works need to be completed by 31/03/2025.

## 2 Drawings

DRAWING NUMBER	REVISION	TITLE
1		Capel Dewi Land & Utility
2		Nerc-mstrf_an-analysis-of-the-nerc-mst-radar_draft-for-procurement-exercise
3		Nerc-mstrf_finding-the-site
4		Splitter Hut Drawing 1
5		Splitter Hut Drawing 2
6		Splitter Hut Drawing 3



# Scope

## 3 Specifications

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
UKRI-4287Appendix A – Specification – Capel Dewi Decommissioning Services	27/09/2024	No

## 4 Constraints on how the Contractor Provides the Works

Potential constraints that may arise during this contract include:

- Health Hazards
- Access to site
- Asbestos
- Contaminated Land
- Disconnection of services

# Scope

## 5 Requirements for the programme

As stated in the specification, the supplier is required to produce a suitable Construction Phase Plan that covers the below:

- Outline project information.
- Management arrangements
- On site work arrangements. Including
  - o Health and safety & environment rules/policies
  - o Site rules
  - o Welfare arrangements & signage
  - o Site induction
  - o Additional briefings/toolbox talks
  - o Fire and emergency arrangements
- Health and Safety + Control measures
  - o Hazardous substance control (including silica dust etc)
  - o Use of personal protective equipment (PPE)
  - o Removal of the hazard or elimination of the risk
  - o Use of machinery to remove or reduce risks
  - o The installation of physical barriers to restrict access or reduce the risk of a falls etc
  - o Other items that may be appropriate to the project including those specifically listed in schedule 3 of the CDM regulations.

## 6 Services and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
N/A	

# Site Information

All site information is included in the drawings listed in section 2 of the Scope section of this document.  
All drawings and site information will be sent with this document to the Supplier.