

JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN 2016

SCHEDULE OF CONTRACT PARTICULARS

For

**Heritage Restoration of
Falmouth's Ponsharden Cemeteries**

JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN 2016

CONTRACT PARTICULARS

Part 1: General

Clause etc Subject

Articles Employer

Falmouth Town Council
The Municipal Buildings
The Moor
Falmouth
Cornwall TR11 2RT

Architect/Contract Administrator Pdp Green Consulting Ltd
Unit 3 Calenick House
Truro Technology Park
Heron Way
Truro
Cornwall TR1 2XN

Quantity Surveyor Randall Simmonds LLP
The Old Chapel
Greenbottom
Truro
Cornwall TR4 8QP

Principal Designer Pdp Green Consulting Ltd
Unit 3 Calenick House
Truro Technology Park
Heron Way
Truro
Cornwall TR1 2XN

Recitals

First Recital The Works Restoration of two cemeteries at Ponsharden, Falmouth.

Second Recital The Works include the design and construction of Ground Anchor Retaining System

Third Recital Drawings See tender pack

Fourth Recital The Employer has provided to the Contractor The Specification and Drawings.
See tender pack

Fifth Recital The contractor will price using: Pricing Option B

Tenth Recital CDM Regulations The project is notifiable

Eleventh Recital Description of Sections None.

Twelfth Recital Framework Agreement Does not apply

CONTRACT PARTICULARS

Thirteenth Recital

Collaborative working	Paragraph 1 applies
Health & Safety	Paragraph 2 applies
Cost savings and value improvements	Paragraph 3 applies
Sustainable development and environmental considerations	Paragraph 4 applies
Performance indicators and monitoring	Paragraph 5 applies
Notification and negotiation of disputes	Paragraph 6 applies
Where Paragraph 6 applies, the respective nominees of the parties are	Employer's nominee: TBC
	Contractor's nominee: TBC
	Or such replacement as each Party may notify to the other from time to time

1.1	Base Date	10 days prior to the Date for Tender
1.1	BIM Protocol	Not applicable
1.1	Date for Completion	15 th April 2022
1.7	Addresses for service of notices etc. by the Parties (If none is stated, the address in each case, unless and until otherwise agreed and subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)	Employer TBC Contractor TBC
2.4	Date of Possession of the site	5 th July 2021
2.5	Deferment of possession of the site	Clause 2.5 applies – 4 weeks
2.23.2	Liquidated damages	£500.00 per week
2.30	Rectification Period (if no other period is stated the period is 12 months)	12 months from the date of practical completion of the Works as a whole or section if applicable.

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2.34.3	Contractor's Designed Portion: limit of Contractors liability for loss of use etc (if any)	Not applicable
4.7	Advance payment	Clause 4.6 does not apply
4.7	Advance Payment Bond	An advance payment bond is not applicable.
4.8.1	Interim payment – due dates	The first date is: 28 days after commencement of the works. and thereafter on the same date in each month or the nearest Business Day in that month
4.9.1	Interim payments – percentage of value Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion Where the Works, or those works in a Section, have achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion	5% 2.5%
4.10.4	Listed Items – uniquely identified	Not applicable
4.10.5	Listed Items – not uniquely identified	Not applicable
4.15 and Schedule 4	Contribution, levy and tax fluctuations	does not apply and is deemed to be deleted
6.4.1.2	Contractor's Public Liability insurance – injury to persons or property Insurance cover (<i>for any one occurrence or series of occurrences arising out of one event</i>)	£ 5,000,000.00
6.5.1	Insurance - liability of Employer (<i>Not required unless it is stated that it may be required and the minimum amount of indemnity is stated</i>)	Insurance may be required . Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £ 1,000,000.00
6.7 and Schedule 1	Works Insurance - Insurance Options	Schedule 1: Option C applies
6.7 and Schedule 1 Option A (A.1 & A.3), B (B.1) or C (C.2)	Percentage to cover professional fees (<i>If no other percentage is stated it shall be 15 per cent</i>)	20 per cent

CONTRACT PARTICULARS

6.7 and Schedule 1 Option A (A.3)	Annual renewal date of insurance (as supplied by Contractor)	each year
6.10 and Schedule 1	Terrorism Cover – details of the required cover <i>(State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required)</i>	
6.15	Joint Fire Code If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (C.2) has specified that the Works are a 'Large Project':	The Joint Fire Code does not apply N/A
6.18	Joint Fire Code – amendments/ revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by N/A
6.19	Contractor Designed Portion (CDP) Professional indemnity insurance	£1,000,000.00
7.2.1	Performance bond	Is not required
7.2.2	Guarantee from the Contractor's parent company	Is not required
8.9.2	Period of suspension	3 months
8.11.1.1 to 8.11.1.5	Period of suspension	3 months
9.2.1	Adjudication Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	The Adjudicator is President or a Vice President of The Royal Institute of British Architects
9.4.1	Arbitration Appointer of Arbitrator (and of any replacement)	President or a Vice President of The Royal Institute of British Architects