**JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR’S DESIGN 2016**

**SCHEDULE OF CONTRACT PARTICULARS**

For

**Heritage Restoration of**

**Falmouth’s Ponsharden Cemeteries**

**Bank stabilisation works**

**JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR’S DESIGN 2016**

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| **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 | Castria Design  Office 11  Chi Tevyans  Trevenson Park  Pool  TR15 3FY |  |
|  | Quantity Surveyor | Randall Simmonds LLP  28 Devon Square  Newton Abbot  Devon  TQ12 2HH |  |
|  | Principal Designer | Castria Design  Office 11  Chi Tevyans  Trevenson Park  Pool  TR15 3FY |  |
| **Recitals** |  |  |  |
| First Recital | The Works | Bank Stabilisation works at Ponsharden, Falmouth. |  |
| Second Recital | The Works include the design and construction of | Bank Retaining Works to Road Bank.  Wall Retaining Works To Congregationalist Cemetery Entrance Steps. |  |
| 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 |  |
| 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 | TBC |  |
| 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 | Mid September 2022 to avoid summer road/lane embargo |  |
| 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. |  |
| 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 | 95% |  |
|  | 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 | 97.5% |  |
| 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 (*for any one occurrence or series of occurrences arising out of one event*) | £ 10,000,000.00 |  |
| 6.5.1 | Insurance - liability of Employer  *(Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)* | Insurance may be required. Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event  £ 5,000,000.00 |  |
| 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  *(If no other percentage is stated it shall be 15 per cent)* | 20 per cent |  |
| 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  *(Sate reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required)* |  |  |
| 6.15 | Joint Fire Code | The Joint Fire Code does not apply |  |
|  | 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’: | 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 | The Adjudicator is |  |
|  | Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) | 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 |  |