

Form, Type and Conditions of Contract

The form and type of contract will be the JCT Minor Works Building Contract 2016 Edition.

Between

The Employer: Kettering Borough Council

The Contractor: [TBA]

The Recitals

First Recital	The works comprises: Replacement Pool Heaters and Ancillary Works at KETTERING SWIMMING POOL Under the direction of : Contract Administrator
Second Recital	Refer to Works Specification

The Articles

Article 2 – Contract Sum	[TBA]
Article 3 – Architect/ CA	Delete "or such other sum as becomes payable under this Contract."
Article 4 – Principal Designer	Contract Administrator: [Mr John Bugby of Kettering Borough Council]
Article 5 – Principal Contractor	Contractor

Contract Particulars

Fifth Recital and Schedule 2	Base Date – 15 th April 2019
Fifth Recital and clause 4.2	Employer at the Base Date is not the 'contractor' for the purposes of the CIS
Sixth Recital	CDM Regulations: The project is not notifiable
Seventh Recital	Frame Agreement: Does not Apply
Eighth Recital and Schedule 3	Supplemental Provisions Collaboration working – Provision 1 Applies Health and Safety – Provision 2 Applies Cost savings and value improvements – Provision 3 Applies Sustainable development and environmental considerations – Provision 4 Applies Performance Indicators and monitoring – Provision 5 Applies Notification and negotiation of disputes – Provision 6 Applies

Nominees	Where paragraph 6 applies, the respective nominees of the parties are: Employer’s nominee: [Mr John Bugby] Contractor’s nominee: [TBA]
Article 7	Article 7 and Schedule 1 (Arbitration) do not apply
2.3 – Commencement and Completion	Date for Commencement of the Works: As soon as is practicable after 23 rd November 2020 Date for completion: Before 23 rd December 2020
2.9 - Liquidated Damages	Not Applicable
2.11 - Rectification period	Period 12 months from the date of practical completion
4.3 – Interim Payments	N/A
4.3 – Payments due prior to practical completion	95%
4.3 – Payments becoming due on or after practical completion	97.5%
4.3 and 4.8 – Fluctuations provision	No fluctuations provision applies
4.8.1 - Supply of documentation for computation of amount to be finally certified	Period [1] month from the date of practical completion.
5.3 - 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)	£5,000,000 (five million pounds)
5.4A, 5.4B and 5.4C - Insurance of the Works etc- alternative provisions	5.4B.
5.4A and 5.4B - Percentage to cover professional fees	10%
5.4C – Insurance Arrangements	N/A
7.2 - Adjudication	The Royal Institution of Chartered Surveyors
Schedule 1 (paragraph 2.1) - Arbitration – appointer of	President or a Vice-President: Royal Institution of Chartered Surveyor

Arbitrator (and of any
replacement)

Execution

The Contract: will be executed deed.