

JCT 2016 INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN

ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT

The Articles of Agreement and Conditions of Contract will be those of the Joint Contracts Tribunal (JCT) Intermediate Building Contract with contractor's design 2016 Edition.

SCHEDULE OF AMENDMENTS TO THE STANDARD FORM OF CONTRACT

RECITALS

Seventh Contractor's Proposals

Insert at the end of the recital the sentence "For the avoidance of doubt, the Employers Requirements take precedence over the Contractor's Proposals

Ninth Information Release Schedule

Delete the recital.

Eleventh Work Sections

Delete the recital

ARTICLES

10 Incorporation of Amendments

Insert the article:

"The 'Schedule of Amendments to the Standard Form of Contract' attached to the Conditions is deemed incorporated into this Contract and the Articles of Agreement and the Conditions shall have effect as so modified."

ATTESTATION

Execution as a Deed Unless otherwise informed, the Contract shall be executed as a deed.

CONTRACT PARTICULARS

Note: An asterisk * indicates text that is to be deleted as appropriate.

Part 1: General

| Clause etc. | Subject | |
|----------------|-------------------------|--|
| Fourth Recital | Employer's Requirements | Included within the tender documentation |
| Sixth Recital | Contractor's Proposals | To be provided |
| Sixth Recital | CDP Analysis | To be provided |

| Clause etc. | Subject | |
|-----------------------------------|---|--|
| Eighth Recital and clause 4.4 | Construction Industry Scheme (CIS) | Employer at the Base Date *is a 'contractor'/'is not a contractor' for the purposes of the CIS |
| Tenth Recital | CDM Regulations | The project *is/is not notifiable |
| Eleventh Recital | Description of Sections (if any) | n/a |
| Twelfth Recital | Framework Agreement (if applicable) | n/a |
| Thirteenth Recital and Schedule 5 | Supplemental Provisions | |
| | Collaborative working | Paragraph 1 *applies/does not apply |
| | Health and safety | Paragraph 2 *applies/does not apply |
| | Cost savings and value improvements | Paragraph 3 *applies/does not apply |
| | Sustainable development and environmental considerations | Paragraph 4 *applies/does not apply |
| | Performance Indicators and monitoring | Paragraph 5 *applies/does not apply |
| | Notification and negotiation of disputes | Paragraph 6 *applies/does not apply |
| | Where paragraph 6 applies, the respective nominees of the Parties are | Employer's nominee Keith Grossett Contractor's nominee TBC or such replacement as each Party may notify to the other from time to time |
| Article 8 | Arbitration | Article 8 and clauses 9.3 to 9.8 (Arbitration) *apply/do not apply |
| 1.1 | Base Date | 10 days before the tender return date |
| 1.1 | CDM Planning Period | shall mean the period of2.....* days/weeks *ending on the Date of Possession/ *beginning/ending on 20 .. |
| 1.1 | Date for Completion of the Works | 31/03/2020 |

| Clause etc. | Subject | | |
|-------------|--|--|--|
| | Sections: Dates for Completion of Sections | N/A | |
| 1.7 | Addresses for service of notices by the Parties | Employer: Keith Grossett Contractor: | |
| 2.4 | Date of Possession of the site | 17/02/2020 | |
| | Sections: Dates of Possession of Sections | N/A | |
| 2.5 | Deferment of possession of the site | Clause 2.5 *applies/does not apply Maximum period of deferment (if less than 6 weeks) is 6 weeks | |
| 2.5 | Sections: deferment of possession of Sections | Clause 2.5 *applies /does not apply Maximum period of deferment (if less than 6 weeks) is | |
| | | | |
| 2.23.2 | Liquidated damages | at the rate of £850.00 per calendar month up until 13 th April 2020; thereafter at the rate of £850 per calendar week | |
| | Sections: rate of liquidated damages for each Section | N/A | |
| 2.29 | Sections: Section Sums | N/A | |
| 2.30 | Rectification Period | 12 (Twelve) months from the date of practical completion of the Works | |
| | Sections: Rectification Periods | N/A | |
| 2.34.3 | Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (if any) | £ 1,000,000 (One Million) | |

| Clause etc. | Subject | |
|-------------|---|---|
| 4.6 | Advance payment | <p>Clause 4.6 *applies/does not apply</p> <p>If applicable: the advance payment will be</p> <p>£/..... per cent of the Contract Sum and will be paid to the Contractor on</p> <p>it will be reimbursed to the Employer in the following amount(s) and at the following time(s)</p> <p>.....</p> <p>.....</p> |
| 4.6 | Advance Payment Bond | An advance payment bond is /is not required |
| 4.7.1 | Interim payments – due dates | <p>The first due date is:</p> <p>one month after commencement and thereafter the same date in each month or the nearest Business Day in that month</p> |
| 4.8.1 | <p>Interim payments – percentages of value</p> <p>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 is (The percentage is 95 per cent unless a different rate is stated)</p> <p>Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is (The percentage is 97 ½ per cent unless a different rate is stated)</p> | <p>.....95..... per cent</p> <p>.....97½ ... per cent</p> |
| 4.9.4 | Listed Items - uniquely identified | <p>*For uniquely identified Listed Items a bond in respect of payment for such items is required for</p> <p>£</p> <p>None identified</p> |

| Clause etc. | Subject | |
|--|---|--|
| 4.9.5 | Listed Items - not uniquely identified | <p>*For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for</p> <p>£</p> <p>None identified</p> |
| 4.15 and Schedule 4 | Contribution, levy and tax fluctuations | Schedule 4 (Fluctuations Option) does not apply |
| | Percentage addition for Fluctuations Option, paragraph 12 | per cent |
| 6.4.1.2 | Contractor's insurance: injury to persons or property - insurance cover | £10 million |
| 6.5.1 | Insurance - liability of Employer | <p>Insurance *is required/is not required</p> <p>Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event</p> <p>£5 million</p> |
| 6.7 and Schedule 1 | Insurance of the Works - Insurance Options | <p>Schedule 1:</p> <p>*Insurance Option A applies/</p> <p>*Insurance Option B applies/</p> <p>*Insurance Option C applies</p> |
| 6.7 and Schedule 1 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2) | Percentage to cover professional fees |18..... per cent |
| 6.7 and Schedule 1 Insurance Option A (paragraph A.3) | Annual renewal date of insurance | to be provided |
| 6.10 and Schedule 1 | Terrorism Cover – details of the required cover | <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 6.12 | Joint Fire Code | The Joint Fire Code *applies/ does not apply |

| Clause etc. | Subject | |
|----------------------|--|--|
| | If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project': | *Yes/ No |
| 6.15 | 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 the Employer /the Contractor |
| 6.16 | Contractor's Designed Portion (CDP) Professional Indemnity insurance | |
| | Level of cover | Amount of indemnity required *relates to claims or series of claims arising out of one event/ *is the aggregate amount for any one period of insurance and is £ 1,000,000 (One Million) |
| | Cover for pollution and contamination claims | * is required, with a sub-limit of indemnity of £ 1,000,000 (One Million) * is not required |
| | Expiry of required period of CDP Professional Indemnity insurance is | * 6 years/ * 12 years/ * years (not exceeding 12 years) |
| 8.9.2 | Period of suspension | 2 months |
| 8.11.1.1 to 8.11.1.5 | Period of suspension | 2 months |
| 9.2.1 | Adjudication | The Adjudicator is President or Vice President of the RICS |
| | Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) | *Royal Institute of British Architects *The Royal Institution of Chartered Surveyors *constructionadjudicators.com *Association of Independent Construction Adjudicators *Chartered Institute of Arbitrators |
| 9.4.1 | Arbitration - appointor of Arbitrator (and of any replacement) | President or a Vice-President: *Royal Institute of British Architects *The Royal Institution of Chartered Surveyors *Chartered Institute of Arbitrators |

Amendments to Contract conditions:

| Section 4 Payment | |
|------------------------|--|
| 4.12.1 | In line 2, delete the words "payment shall be 14 days from its due date", and insert the words "payment shall be 21 days from its due date" |

Part 2: Collateral Warranties

Purchaser and Tenant Warranties

(A) Identity of Purchasers/Tenants in whose favour Collateral Warranties may be required

| | |
|---|--|
| Name, class or description of person | The part of the Works to be purchased or let |
| Insert: "All purchasers." | Insert: "All of the Works or any part of the Works" |
| Insert: "All tenants". (The Contractor may be required to provide a collateral warranty in favour of the proposed tenant) | Insert: "All of the Works" |

Insert:

"All collateral warranties shall be in the form provided in the Contract and if these are not provided then in a form instructed by the Architect/Contract Administrator. The Contractor will be responsible for the engrossment of such collateral warranties"

(B) Contractor's Warranties – Purchasers and Tenants

Delete the entirety of Part 2(B) and **insert** "Does not apply"

(NOTE: Part 2 (B) refer to incorporated amendments, note a Contractor warranty may be required in favour of the proposed tenant. The Contractor will be responsible for the engrossment of such collateral warranties)

Funder Warranties

~~(C) Identity of Funder~~

| | Insert the words: "All funders of the project. The Contractor is responsible for the engrossment of such collateral warranties." |
|---|--|
| (D) Contractor Warranties - Funder | |
| Delete the entirety of Part (D) and insert "Does not apply" | |

(E) Collateral Warranties from Sub-Contractors

| Sub-contractors from whom Warranties may be required | Type(s) of warranty | Levels of Professional Indemnity Insurance required (if applicable) |
|---|---|---|
| <p>Insert: "Any sub-contractor or sub-consultant with design responsibility <u>plus</u> all sub-contractors providing:</p> <p>Electrical Installation</p> <p>The Contractor is responsible for the purchase and engrossment of such collateral warranties."</p> | <p>Insert: "All collateral warranties shall be in the form provided in the contract and if these are not provided then in a form instructed by the Architect/Contract Administrator"</p> <p>SCWa/E</p> | <p>Insert: "Unless otherwise stated, the level of Professional Indemnity Insurance shall be one million pounds on a per claim basis"</p> <p>£1,000,000 (One Million)</p> |
| <p>Or Insert: "Any Sub-contractor or sub-consultant.</p> <p>The Contractor is responsible for the engrossment of such collateral warranties."</p> | | |