

PART 3 - CONDITIONS OF CONTRACT

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: Installation of fire matting to sheltered housing communal areas Location: Eight Two Storey Blocks, Saxon Close Desborough, Northants Under the direction of: Contract Administrator
Second Recital	Refer to Works Specification (Part 2)

The Articles

Article 2 – Contract Sum	[TBA] Delete “or such other sum as becomes payable under this Contract.”
Article 3 – Architect/ CA	Contract Administrator: Darren Ibell
Article 4 – Principal Designer	Contractor
Article 5 – Principal Contractor	Contractor

Contract Particulars

Fifth Recital and Schedule 2	Base Date – Date of ITQ
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 Health and Safety – Provision 2

Applies

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	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: Darren Ibell 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: [TBC] Date for completion: [TBC]	
2.9 - Liquidated Damages	N/A	
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)	£10,000,000 (ten million pounds)	
5.4A, 5.4B and 5.4C - Insurance of the Works etc-alternative provisions	5.4C	
5.4A and 5.4b - Percentage to cover professional fees	10 %	

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5.4C – Insurance Arrangements	Refer to ITQ Docs
7.2 - Adjudication	The Royal Institution of Chartered Surveyors
Schedule 1 (paragraph 2.1) - Arbitration – appointer of Arbitrator (and of any replacement)	President or a Vice-President: Royal Institution of Chartered Surveyor
Execution	The Contract: will be executed deed.