**d3**associates

**Chinley, Buxworth and Brownside Parish Council**

# New Chinley Community Centre

**The Contract**

January 2022

**d3**associates

## Document Revisions

| No. | Details | Date |
|-----|---------|------|
| 1 | Final | Jan 2022 |

## The Contract

The Form of Contract will be based on the JCT Standard Building Contract Without Quantities (SBC/XQ) 2016 Edition.

Tenderers shall acquaint themselves with the full implications of the form, a copy of which may be inspected at the office of the Architect/ Contract Administrator during normal working hours.

### Execution:

The Contract is to be executed as a deed.

The JCT Standard Building Contract Without Quantities (SBC/XQ) 2016 will be amended as follows:

### Articles of Agreement

### Recitals:

First:           after "the Employer wishes to have the following work carried out"

**insert** "Demolition of the  existing building and construction of a new Community Centre, including: Entrance Lobby, Reception, Circulation Area, Kitchen, Hall, Multi-Purpose Room, Toilets, Office, Changing Rooms, Plant Room, Stores, Drainage, Landscaping and car park resurfacing.

at **"**Chinley Community Centre, 21 Lower Lane, Chinley, High Peak SK23 6BE"

Second:        after "the drawings are numbered/ listed in"

**insert** "Drawing Issue Sheet"

Fifth:           **delete**

Ninth:          after "the Works include the design and construction of"

**insert** "Timber Frame, Lightning Conductor, Induction Loop, Fire Detection & Alarm, Underfloor Heating "

### Articles:

Article 3:       after "For the purposes of this Contract the Architect/Contract Administrator is"

**insert** "D3 Associates Ltd"

of "Mallan House, Bridge End Industrial Estate, Hexham, Northumberland NE46 4DQ"

Article 4:      after "For the purposes of this Contract the Quantity Surveyor is/the functions of the Quantity Surveyor shall be exercised by"

**insert** "D3 Associates Ltd"

of "Mallan House, Bridge End Industrial Estate, Hexham, Northumberland NE46 4DQ"

Article 5:      after "The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator or"

**insert** "Paul Haverson"

of "D3 Associates Ltd"

**Contract Particulars:**

Third Recital:  **delete** "Pricing Option B"

**delete** "the Specification"

Fourth Recital: after "Employer at the Base date"

**delete "**is a contractor**"**

Eighth Recital: after "Supplementary Provision 1"

**delete "**does not apply**"**

Eighth Recital: after "Supplementary Provision 2"

**delete "**does not apply**"**

Eighth Recital: after "Supplementary Provision 3"

**delete "**does not apply**"**

Eighth Recital: after "Supplementary Provision 4"

**delete "**does not apply**"**

Eighth Recital: after "Supplementary Provision 5"

**delete "**does not apply**"**

Eighth Recital: after "Supplementary Provision 6"

**delete "**does not apply**"**

after "Employer's nominee"

**insert** "Paul Haverson"

after "Supplemental Provision 9"

**delete** "applies in respect of both Pre-Named Specialist Work and Post-Named Specialist Work"

**delete** "applies in respect of both Pre-Named Specialist Work only"

Tenth Recital: after "Employer's Requirements"

**insert** "refer to the Schedule of Works and Architectural Drawings for the Timber Frame design"

Article 8: after "Article 8 and clauses 9.3 to 9.8 (Arbitration)"

**delete** "do not apply"

1.1: after "Base date"

**insert** "10 days before tender return date"

2.5: Sections: deferment of possession of Sections

after "Clause 2.5"

**delete** "does not apply"

dates to be confirmed

2.9.1.2: after "Critical paths"

**delete** "are not required to be shown"

2.32.2: after "Liquidated damages at the rate of"

**insert** "£1,000 per week"

2.38: after "Rectification Period"

**insert** "12 months"

4.3 and 4.14: after "Fluctuation provisions"

**delete** "JCT Fluctuations Option A applies"

**delete** "JCT Fluctuations Option B applies"

**delete** "JCT Fluctuations Option C applies"

**delete** "the following Fluctuations Provision applies"

4.7: after "Clause 4.7"

**delete** "applies"

4.7: after "An advance payment bond"

**delete** "is"

| | |
|---|---|
| 4.16.4: | **delete** "For uniquely identified Listed Items a bond in respect of payment for such items is required for" |
| 4.16.5: | **delete** "For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for" |
| 4.18: | after "Clause 4.18" |
| | **delete** "applies" |
| 4.19.1: | after "Retention Percentage" |
| | **insert** "2.5%" |
| 6.4.1: | insert "£5 Million" |
| 6.5.1: | after "Insurance" |
| | **delete** "may be required" |
| 6.7 & Sch 3: | after "Schedule 3" |
| | **delete** "Insurance Option B applies" |
| | **delete** "Insurance Option C applies" |
| 6.15: | after "and is" |
| | **insert** "£1 Million" |
| 6.15: | after "Expiry of required period of CDP Professional Indemnity insurance is" |
| | **delete** "6 years" |
| | **delete** "…..years" |
| 6.17: | after "The Joint Fire Code" |
| | **delete** "does not apply" |
| | **delete** "Yes" |
| 7.3.1: | after "Performance bond or guarantee from bank or other approved surety" |
| | **delete** "is required" |
| 7.3.2: | after "Guarantee from the Contractor's parent Company" |
| | **delete** "is required" |
| 9.2.1: | after "The Adjudicator is" |
| | **delete** "The Royal Institution of Chartered Surveyors" |
| | **delete** "constructionadjudicators.com" |
| | **delete** "Association of Independent Construction Adjudicators" |
| | **delete** "Chartered Institute of Arbitrators" |

9.4.1:          after "President or a Vice-President"

          **delete** "The Royal Institution of Chartered Surveyors"

          **delete** "Chartered Institute of Arbitrators"


**Payment Procedure**

To satisfy the requirements of the Big Lottery Fund, the final date for payment of each interim certificate will be 21 days rather than the 14 days stated in the contract (cl. 4.11.1).

**Appendix A**

**Contract between Principal Contractor and Timber Frame sub-contractor**

The Principal Contractor to use the JCT Standard Building Sub-Contract with sub-contractor's design (SBCSub/D/C) 2016 Edition for the design, manufacture and installation of the timber frame.

Tenderers shall acquaint themselves with the full implications of the form, a copy of which may be inspected at the office of the Architect/ Contract Administrator during normal working hours.

**Execution:**

The Contract is to be executed as a deed.

The JCT Standard Building Contract with sub-contractor's design (SBCSub/D/C) 2016 to be amended as follows:

**Articles of Agreement**

**Recitals:**

Third:           after "the Sub-Contract works include the design and construction of"

               **insert** "Timber Frame including pitched roof as described in the Schedule of Works and shown on the architectural drawings"

Fifth:          **delete** "Sub-Contract Tender Sum"

**Articles:**

Article 3B:    **delete**

**Sub-Contract Particulars:**

1:              Conditions (Article 1)

               **delete** "The Sub-Contract Conditions are supplemented by the following Framework agreement(s)"

               after "Supplementary Provision 1"

               **delete "**does not apply**"**

               after "Supplementary Provision 2"

               **delete "**does not apply**"**

after "Supplementary Provision 3"

**delete "**does not apply**"**

after "Supplementary Provision 4"

**delete "**does not apply**"**

after "Supplementary Provision 5"

**delete "**does not apply**"**

after "Supplementary Provision 6"

**delete "**does not apply**"**

after "Contractor's nominee"

**insert** "name"

after "Sub-Contractor's nominee"

**insert** "name"

3:  Definition (Clause 1.1)

**delete** "The BIM Protocol included in the Numbered Documents applies"

5:  Programme (Clause 2.3)

To be completed

7:  Attendance (Clauses 3.16 to 3.18)

.1 Items of attendance

To be completed

.3 Location of Sub-Contractor's temporary buildings

**Delete**

8:  Fluctuations Provision (Clauses 4.9 and 4.19 and Schedule 4)

**delete** "JCT Fluctuations Option A applies"

**delete** "JCT Fluctuations Option B applies"

**delete** "JCT Fluctuations Option C applies"

**delete** "the Fluctuations Provision that applies is set out in Numbered Document"

16: sub-Contractor's Designed Portion (SCDP) Professional Indemnity or Product Liability insurance (Clause 6.10)

after "Type of insurance policy required"

**delete** "Professional Indemnity Insurance"

after "and is"

**insert** "£1 Million"

after "Expiry of required period of CDP Professional Indemnity insurance is"

**delete** "6 years"

**delete** "…..years"

17 Settlement of disputes (clauses 8.2 and 8.4.1)

after "The Adjudicator is"

**delete** "The Royal Institution of Chartered Surveyors"

**delete** "constructionadjudicators.com"

**delete** "Association of Independent Construction Adjudicators"

**delete** "Chartered Institute of Arbitrators"

after "President or a Vice-President"

**delete** "The Royal Institution of Chartered Surveyors"

**delete** "Chartered Institute of Arbitrators"