

Infrastructure Conditions of Contract - Minor Works Version

AGREEMENT

THIS AGREEMENT is made the day of 20

between.....Bearsted Parish Council.....

of (or whose registered office is at) .

...Parish Council Office, Madginford Hall, Egremont Road, Bearsted, ME15 8LH

(called the 'Employer') of the one part

and

of (or whose registered office is at)

.....

(called the 'Contractor') of the other part

WHEREAS the Employer wishes to have carried out the drainage, driveway, carpark and other associated works at Church Landway, Bearsted

.....

and has accepted a Tender by the Contractor for the same

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1

The Contractor will subject to the Conditions of Contract perform and complete the Works.

Article 2

The Employer will pay the Contractor such sum or sums as shall become payable under the Contract and in accordance with the Conditions of Contract.

Article 3

The following documents shall be deemed to form and be read and construed as part of this Agreement namely:-

The Contractor's Tender (excluding any general or printed terms contained or referred to therein unless expressly agreed in writing to be incorporated in the Contract).

The Conditions of Contract

The Appendix to the Conditions of Contract

The Specification and Scope of Works

The Drawings. 13886/01A, 13886/02A and 13886/03.....

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written

SIGNED on behalf of the said Bearsted Parish Council (the Employer)

Signature.....

Position.....

In the presence of.....

SIGNED on behalf of the saidLtd/plc
(the Contractor)

Signature.....

Position.....

In the presence of.....

** Delete if not applicable*

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APPENDIX TO THE CONDITIONS OF CONTRACT

1. Short description of the work to be carried out under the Contract

Drainage, driveway, carpark and other associated works at Church Landway, Bearsted

2. The payment to be made in accordance with Clause 7 will be ascertained on the following basis.
 - (a) * Lump sum
 - ~~(b) * Measure and value using a priced Bill of Quantities~~
 - ~~(c) * Valuation based on a Schedule of Rates (with an indication in the Schedule of the approximate quantities of major items)~~
 - ~~(d) * Valuation based on a Daywork Schedule~~
 - ~~(e) * Cost plus (the cost is to be specifically defined in the Contract and will exclude off site overheads and profit)~~

* *The alternatives not being used here are to be deleted. Two or more bases for payment may be used on one Contract.*

3. Where a Bill of Quantities or a Schedule of Rates is provided the method of measurement used is

Not applicable.....

4. Name of the Engineer (Clause 2.1)

Mr Daniel McLeish of Evans & Langford LLP.....

5. Starting date (if known) (Clause 4.1)

To be agreed with the Employer.....

6. Period for completion (Clause 4.2)

EITHER the whole of the Works To be agreed with the Employer.....weeks.

OR for Sections of the Works and details of the work to be carried out (Clause 1.1(3))

	Details of work	Period for completion (in weeks)
Section A
Section B
Section C
The remainder of the works

7. Liquidated Damages (Clause 4.6)
- £100 per week or pro rata thereof.....
- | | | |
|--|-------------------|--------------------|
| |Per day/week | Limit of liability |
|--|-------------------|--------------------|
- EITHER the whole of the Works.....
- OR for Section A (as above)
- Section B (as above)
- Section C (as above)
- The remainder of the works (as above).....
8. Limit of liquidated damages (Clause 4.6)
- 3% of tender sum.....
9. Defects Correction Period (Clause 1.1(2))
- 12 months.....
10. Minimum amount of interim certificate (Clause 7.3)
- 10% of estimated final contract value
11. Interest on overdue payments is at (Clause 7.6)
- 2 % above the base lending rate ofBank of England Bank
12. Insurance of the Works (Clause 10.1)
-
- Required/~~Not required~~^a
13. Contractor's Insurance (Clause 10.6)
- £2 Million
- for each and every occurrence
14. Name of the Principal Designer (Clause 13(1)(c))
- Mr Daniel McLeish of Evans & Langford LLP
- Address...91 King Street, Maidstone, Kent ME14 1BG.....
-
15. Name of the Principal Contractor (Clause 13(1)(c))
- The appointed contractor.....
- Address
-

16. The Arbitration Procedure to be used is (Clause C2(a))

(a) "The Institution of Civil Engineers' Arbitration Procedure (2006)"^a

or

~~(b) "The Construction Industry Model Arbitration Rules"~~^a

If no deletion is made "The Institution of Civil Engineers' Arbitration Procedure (2006)" shall be used.

^a *Delete as appropriate.*