|  |  |  |
| --- | --- | --- |
| **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:  Relining of 2 No. A.T.I. Cremators and Ancillary Works at WARREN HILL CREMATORIUM, ROTHWELL ROAD, KETTERING.  Under the direction of: Contract Administrator | |
|  |  | |
| Second Recital | Refer to Works Specification | |
|  |  | |
| **The Articles** |  | |
| Article 2 – Contract Sum | [TBA]  Delete “or such other sum as becomes payable under this Contract.” | |
| Article 3 – Architect/ CA | Contract Administrator: [Mr Russ Howell of Kettering Borough Council] | |
| Article 4 – Principal Designer | Contractor | |
| Article 5 – Principal Contractor | Contractor | |
|  |  | |
| **Contract Particulars** |  | |
| Fifth Recital and Schedule 2 | Base Date – 1st April 2021 | |
| 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 Russ Howell]  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 1st April 2021 | |
|  | Date for completion: Before 5th May 2021 | |
| 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 Arbitrator (and of any replacement) | President or a Vice-President: Royal Institution of Chartered Surveyor | |
| **Execution** | The Contract: will be executed deed. | |