

## JCT 2016 MINOR WORKS WITH CONTRACTORS 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

#### 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 and clause 4.4	Construction Industry Scheme (CIS)	Employer at the Base Date *is a 'contractor'/ <del>is not a 'contractor'</del> for the purposes of the CIS
Fifth Recital	CDM Regulations	The project *is/ <del>is not</del> notifiable
Thirteenth Recital and Schedule 5	Supplemental Provisions	
	Collaborative working	Paragraph 1 *applies/ <del>does not apply</del>
	Health and safety	Paragraph 2 *applies/ <del>does not apply</del>
	Cost savings and value improvements	Paragraph 3 *applies/ <del>does not apply</del>
	Sustainable development and environmental considerations	Paragraph 4 *applies/ <del>does not apply</del>
	Performance Indicators and monitoring	Paragraph 5 * <del>applies</del> /does not apply
	Notification and negotiation of disputes	Paragraph 6 *applies/ <del>does not apply</del>

Clause etc.	Subject	
	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 7	Arbitration	Article 8 and clauses 9.3 to 9.8 (Arbitration) <del>apply</del> /do not apply
2.2	Works commencement date	19/10/2020
2.2	Date for Completion of the Works	27/11/2020
2.8	Liquidated damages	at the rate of £0 per calendar day
2.10	Rectification Period	12 (Twelve) months from the date of practical completion of the Works
4.3	Interim payments – due dates	The first due date is: last business day of the month  one month after commencement and thereafter the same date in each month or the nearest Business Day in that month
4.3	Interim payments – percentages of value  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)  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)	.....95..... per cent  .....97½ ... per cent

Clause etc.	Subject	
4.3 and 4.8	Contribution, levy and tax fluctuations	Schedule 4 (Fluctuations Option) does not apply
4.8.1	Supply of documentation for computation of amount to be finally certified	Three Months
5.3	Contractor's Public Liability Insurance	£1,000,000  For any once occurrence or series of occurrences arising out of one event
5.4A, 5.4B and 5.4C	Insurance of the Works - Insurance Options	Clause 5.4B (Works and existing structures insurance by Employer in joint names applies
5.4A and 5.4B	Percentage to cover professional fees	.....18..... per cent
7.2	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)	<del>*Royal Institute of British Architects</del> *The Royal Institution of Chartered Surveyors <del>*constructionadjudicators.com</del> <del>*Association of Independent Construction Adjudicators</del> <del>*Chartered Institute of Arbitrators</del>

#### Amendments to Contract conditions:

Section 4      Payment	
4.3.1	In line 2, delete the words "payment shall be 7 days from its due date", and <b>insert</b> the words  "payment shall be <b>21</b> days from its due date"