

	<u>CONTRACT PARTICULARS</u>
1.	Name of Parties
	Employer KETTERING BOROUGH COUNCIL
	Contractor [XXX]
2.	Roles
	Contract Administrator Dave Lane
3.	Description of Works
	Design, supply and install new children's play equipment at Thorpe Malsor Play Area, Kettering
4.	Drawings/ Plans
	Set out in Contract Documents
5.	Type of document that describes the works
	Contract Specification
6.	Contractor to Visit the Site
	The Contractor shall visit the site(s) so as to be thoroughly conversant with the position, conditions, character and extent of the proposed works on this site with restricted means of access to the site, as no further claim beyond the allowance in the ITQ will be entertained in this connection.
7.	Form, Type and Conditions of Contract
	The form and type of contract will be the JCT Minor Works Building Contract 2016 with Contractor's Design Edition and will be executed as a deed.

	<u>The Recitals</u>	
	First Recital	The Employer wishes to have the following work carried out: Refer to 3 above At Refer to 3 above.
	Architect/ Contract Administrator	Contract Administrator: Refer to 2 above
	Second Recital	The Works include the design and construction of: All the equipment and Play Area
	Third Recital	The Employer has had the following documents prepared which show and describe the work to be done: Refer to 4 and 5 above.
	<u>The Articles</u>	
	Article 2	Contract Sum: £[TBC] Delete “or such other sum as becomes payable under this Contract”.
	Article 3	Contract Administrator
	Article 4	The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator
	Article 5	The Principal Contractor for the purposes of the CDM Regulations is the Contract Administrator
	<u>Contract Particulars</u>	
	Fifth Recital and Schedule 2	Base Date - 10 days prior to Quotation Submission
	Fifth Recital and clause 4.2	Employer at the Base Date: is a ‘contractor’
	Sixth Recital	The project:

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		is not notifiable	
	Seventh Recital	Are there any Frameworks: Does not Apply	
	Eighth Recital and Schedule 3	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	Employer's nominee: Dave Lane Contractor's nominee: [TBC]	
	Article 7	Article 7 and Schedule 1 (Arbitration): Do Not Apply	
	2.3 - Work Commencement Date	14 th January 2020	
	2.3 - Date for Completion	28 th February 2020	
	2.9 - Liquidated Damages	N/A	
	2.11 - Rectification period	12 months from the date of practical completion	
	4.3 - Interim Payments	The first Interim Valuation Date is: one month from Work Commencement Date	
	4.3 - Payments due prior to practical completion - percentage of total value of work etc.	97.5%	

Part 3 - Contract Particulars in relation to JCT MW CD 2016

	4.3 - Payments becoming due on or after practical completion - percentage of the total amount to be paid to the Contractor	97.5%
	4.3and 4.8 - Fluctuations provision	No fluctuations provision apply
	4.3 and 4.8 - Percentage addition for Schedule 2	N/A
	4.8.1 - Supply of documentation for computation of amount to be finally certified	Three weeks from the date of practical completion.
	5.3 - Contractor's Public Liability insurance:	£10,000,000 (five million pounds)
	5.4A, 5.4B and 5.4C - Insurance of the Works etc- alternative provisions	Clause 5.4B
	5.4A and 5.4B - Percentage to cover professional fees	10%
	5.4C - Insurance arrangements - details of the required policy or policies	Are set out in the following documents(s): Professional Indemnity Insurance £2,000,000.00 for each and every claim Product Liability £5,000,000.00
	7.2 - Adjudication	The Adjudicator is
	7.2 - Nominating Body	The Royal Institution of Chartered Surveyors
	Schedule 1 (paragraph 2.1) - Arbitration - appointer of Arbitrator (and of any replacement)	President or a Vice-President: The Royal Institution of Chartered Surveyor
	Execution Page	Deed
10.	Additional Amendments	
	New Article 9 -	

	Incorporation of Additional Amendments: The modifications to the Articles of Agreement and the Conditions set out below are hereby incorporated in this Contract and the provisions of the Articles of Agreement, the Conditions and Supplementary Conditions shall have effect as so modified. If there is any discrepancy or conflict between the Articles of Agreement, Conditions and Supplementary Conditions and the Additional Amendments the wording of the Additional Amendments shall prevail.
	A1. TRANSPARENCY A1.1 The Contractor acknowledges that the Employer has an obligation to publish information as set out in the Local Government Transparency Code 2015, which is regulated by the Local Government (Transparency Requirements) (England) Regulations 2015. A1.3 The Contractor agrees that the Contract and the tender documents and any information including but not limited to requests for quotes, advertisement issued by the Employer seeking expressions of interest, the invitation to tender (the "Procurement Information") issued by the Employer which led to its creation may be published by the Employer save where to do so would disclose information the disclosure of which would: (i) contravene a binding confidentiality undertaking; and /or (ii) is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000. A1.4 If any of the situations in Conditions A1 apply the Contractor consents to the Contract or Procurement Information being redacted by the Employer to the extent necessary to remove or obscure the relevant material and being published subject to those redactions.
	A2. COLLATERAL WARRANTY A2.1 Within fourteen (14) days of a request from the Employer, the Contractor and or any sub-contractor shall execute and deliver a deed or deeds of collateral warranty in favour of the beneficiary and or the Employer and or any individual land owner in the form of the relevant deed of collateral warranty attached. A2.2 Where the Employer has given notice to the Contractor under clause A2.1 then the Contractor may not (without the persons referred to in those notices' consent) amend or vary clauses A2.1 to A2.2 (inclusive) or the relevant part of parts of the form of warranty. A2.3 Notwithstanding any other provisions of the Contract the Employer may withhold any payment due to you under the Contract until such time as any outstanding warranties which have been requested but not provided within the fourteen (14) day period have been satisfactorily executed and delivered to us or our nominated representative.