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| --- | --- | --- | --- |
|  | **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:  Undertaking works on a ‘Grade II Listed Building’ works to the external fabric of the premises, to include the removal and renewal of the render in Cement Lime mix and Cement Sand mix in certain areas, undertake remedial works to brick / blockwork, replace missed slipped tiles to roof and reinstate lead flashing. Decorate all rendering, plaster details and timber works.  At 53 Lower Street, Kettering NN16 8BH  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: Baz Kalsi | |
|  | Article 4 – Principal Designer | Contractor | |
|  | Article 5 – Principal Contractor | Contractor | |
|  |  |  | |
|  | **Contract Particulars** |  | |
|  | Fifth Recital and Schedule 2 | Base Date – Date of ITQ | |
|  | 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 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: Baz Kalsi  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: March / April 2021 | |
|  |  | Date for completion: May 2021 | |
|  | 2.9 - Liquidated Damages | [£N/A] per week | |
|  | 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 | 97.5% | |
|  | 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) | £10,000,000 (ten million pounds) | |
|  | 5.4A, 5.4B and 5.4C - Insurance of the Works etc- alternative provisions | 5.4A. | |
|  | 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. | |