### APPENDIX 2 – Articles and Contract Particulars

### Articles of Agreement

Allow for the whole of the obligations, liabilities and services described in the JCT Agreement for Minor Building Works 2016 including Amendments and with any subsequent amendments thereto as shall be required by the Employer. The recitals are as follows:

**Contract Recitals**

JCT Minor Works Building Contract (MW)

* The contract: JCT Minor Building Works 2016
* Requirement: Allow for the obligations, liabilities and services described therein against the headings following:

### The Recitals

Second - Contract Documents

* Contract drawings: See Section 3 of this specification
* Contract documents: The following have not been prepared and will be issued upon appointment.

Third - Priced Documents

The references to Work Schedules will be deleted but a schedule of rates is required.

### The Articles

3 – Architect/Principal Designer

* Architect/Principal Designer: GPJ Consulting Engineers Ltd

4 and 5 – CDM Coordinator/Principal Contractor

* CDM Coordinator: TBA
* Principal Contractor: \_\_\_\_\_\_\_\_\_

6 – Adjudication

* Amendments: n/a

### Contract Particulars

Fourth Recital and Schedule 2 – Base Date

* Base Date: insert date in award of contract letter.

Fourth Recital and clause 4.2 – Construction Industry Scheme (CIS)

* Employer at the Base Date is a ‘contractor’ for the purpose of the CIS.

Fifth Recital – CDM Regulations

* The project is notifiable.

Article 7 – Arbitration

* Article 7 and Schedule 1 will apply.

Clause 1.1 – CDM Planning Period

* Shall mean the period of 2 weeks ending on the date of possession.

Clause 2.2 – Commencement and Completion

* Part 1 see Clause 9

Clause 2.8 – Liquidated Damages

* At the rate of: £500 per calendar week or pro-rata thereto.

Clause 2.10 – Rectification Period

* Period: 12 months.

Clause 4.3 – Percentage of the Total Value of the Work etc

* Percentage: 95%

Clause 4.5 – Percentage of the Total Amount to be Paid to the Contractor

* Percentage: 97.5%.

Clause 4.8.1 – Supply of Documentation

* Period: 3 months.

Clause 4.11 and Schedule 2 – Contribution, Levy and Tax Changes

* Clause 4.11 and Schedule 2 will be deleted.

Clause 5.3.2 – Contractor’s Insurance – Injury to Persons or Property

* Insurance cover (for any one occurrence or series of occurrences arising out of one event): Not less that £5,000,000.

Clauses 5.4A and 5.4B and 5.4C – Insurance of the Works etc – Alternative Provisions

* Clause 5.4A (Works insurance by Contractor in Joint Names) applies.

Clauses 5.4A.1 and 5.4B.1.2 – Percentage to Cover Professional Fees

* Addition: Nil.

Clause 7.2 – Adjudication

* The adjudicator is: President or a Vice President or Chairman or Vice Chairman of the Royal Institution of Charted Surveyors.
* Nominator of Adjudicator: President or a Vice President or Chairman or Vice Chairman of the Royal Institution of Charted Surveyors.

Schedule 1 paragraph 2.1 – Arbitration

* Appointer of Arbitrator (and of any replacement): President or a Vice President of the Royal Institution of Charted Surveyors.

**The Conditions**

Execution

* The contract: Will be executed as a deed.

Contract Guarantee Bond

* Contract Guarantee Bond: Not Required.