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| **Form, Type and Conditions of Contract** |
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| The form and type of contract will be the JCT Minor Works Building Contract 2016 Edition. |
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| **Between** |
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| The Employer: Kettering Borough Council |
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| The Contractor: [TBA] |
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| **The Recitals** |  |
| First Recital | The works comprises: Replacement Hot Water Boilers and Ancillary Works at WARREN HILL CREMATORIUM, ROTHWELL ROAD, KETTERING.Under the direction of: Contract Administrator |
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| Second Recital | Refer to Works Specification |
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| **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  |
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| **Contract Particulars** |  |
| Fifth Recital and Schedule 2 | Base Date – 15th February 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 |
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| Nominees | Where paragraph 6 applies, the respective nominees of the parties are: Employer’s nominee: [Mr Russ Howell]Contractor’s nominee: [TBA] |
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| Article 7 | Article 7 and Schedule 1 (Arbitration) do not apply |
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| 2.3 – Commencement and Completion | Date for Commencement of the Works: As soon as is practicable after 1st March 2021 |
|  | Date for completion: Before 15th March 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. |
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| 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. |