

PART 3 - CONDITIONS OF CONTRACT

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: Car parks surfacing and minor civils works Location: as set out in Part 2 Under the direction of: Contract Administrator
Second Recital	Refer to Works Specification (Part 2)

The Articles

Article 2 – Contract Sum	[TBA] Delete "or such other sum as becomes payable under this Contract."
Article 3 – Architect/ CA	Contract Administrator: Kanji Chudasama
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 not notifiable
Seventh Recital	Frame Agreement: Does not Apply

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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: Kanji Chudasama 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: 18 th January 2021 Date for completion: 31 st March 2021
2.9 - Liquidated Damages	N/A
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) £10,000,000 (ten million pounds)

5.4A, 5.4B and 5.4C - 5.4C Insurance of the Works etc- alternative provisions

5.4A and 5.4b - Percentage to cover 10 % professional fees

5.4C – Insurance Arrangements

Refer to Part 4

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.