
Thetford, Cemetery Chapel, London Road

Repairs to the south side

CONTRACT PARTICULARS

17 March 2017

These Contract particulars refer to work to:

Rebuild gable parapets, repoint walls. Install new lead flashing to the south side of the Cemetery. Replace rainwater goods and rebuild the south eastern buttress.

To be read with the:

Specification

Schedule of Work

Drawing 590/2101 Site Plan, Protection and Scaffolding

Drawing 590/2102 Layout, Roof Plan and South Elevation

Drawing 590/2103 Details, Buttress Repairs

Drawing 590/2104 Details, South Transepts Parapets Repairs

Drawing 590/2105 Details, Rainwater Goods

Which together with the Form of Contract form the Contract Documents

These are the Contract Particulars described in the Agreement between the Thetford Town Council (Employer)

and (Contractor), dated

Signed .. (Employer), dated

Signed .. (Contractor), dated

Contract Particulars

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Articles of Agreement

The form of contract will be:

The Joint Contracts Tribunal Limited Minor Works Building Contract (MW) 2016

A copy of the form of contract may be inspected at the architect's office.

The employer for the works shall be:

Deputy Town Clerk, Thetford Town Council
c/o Mrs Sarah Lewis

**Thetford Town Council,
King's House, King Street,
Thetford
Norfolk
IP24 2AT**

Recitals

1st The Employer wishes the following work to be carried out:

Rebuild gable parapets, repoint walls. Install new lead flashing to the south side of the Cemetery. Replace rainwater goods and rebuild the south eastern buttress.

at

The Cemetery Chapel, Norwich Road, Thetford, Norfolk, IP24 2AT

2nd The Employer has had the following documents prepared which show and describe the work to be done:

Nicholas Warns Architect Ltd:

Drawings numbered 590/2101, 2102, 2103, 2104 & 2105.

The Schedule of Work

The Specification

Contract Particulars

- 3rd** The Contractor will supply a copy of the priced Work Schedule.
- 4th** For the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer as at the Base Date is not a 'contractor'.
- 5th** For the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is 'not notifiable'.
- 6th** Where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars.
- 7th** The Supplemental Provisions identified in the Contract Particulars apply.

Articles

The following Articles shall apply:

- Article 1 Contractor's obligations
- Article 2 Contract Sum
- Article 3 Architect /Contract Administrator

The contract administrator shall be:

Nicholas Warns Architect Ltd

of

64 Bishopgate, Norwich
Norfolk, NR1 4AA

- Article 4 CDM Principal Designer

The CDM Principal Designer shall be:

Nicholas Warns Architect Ltd

of

64 Bishopgate, Norwich
Norfolk, NR1 4AA

- Article 5 Principle Contractor

The Principle Contractor for the Purposes of the CDM Regulations is the Contractor.

- Article 6 Adjudication

- Article 7 Arbitration

- Article 8 Legal proceedings

Contract Particulars

Contract Particulars

Article 7	Article 7 and Schedule 1 (<i>Arbitration</i>) applies.
2.2	Date for commencement of the works: Spring 2017
2.2	Date for completion: Summer 2017
2.8	Liquidated damages at the rate of £0.00 per week
2.10	Rectification period: six months from the date of Practical Completion.
4.3	The Valuation date is one month after the Works commencement date and thereafter at monthly intervals
4.3	Percentage of the total value of the work etc.: 95%
4.3	Percentage of the total amount to be paid to the Contractor, 97.5%
4.3 and 4.8 and Schedule 2	Deleted
4.8.1	Supply of documentation for computation of amount to be finally certified, six months.
5.3	Contractor's Insurance - injury to persons or property Insurance cover (for any or series of occurrences arising out of one event): £10,000,000.00
5.4A and 5.4B	Clause 5.4B applies. (terrorism cover is excluded)
5.4A and 5.4B	Percentage to cover professional fees: 20%.
7.2	The Adjudicator is nominated by The Royal Institution of Chartered Surveyors
Schedule 1	The Arbitrator is the Royal Institute of British Architects.
Fourth Recital	Base Date (<i>For arbitration rules</i>): 1 week before the return of the Tender.

Contract Particulars

Attestation

This agreement is to be Executed under the hands of the Parties or their duly authorised representatives.

This agreement is not to be Executed as a Deed

Conditions

- 1 Definitions and Interpretation
 - 1.1 Definitions
 - 1.2 Agreements etc. to be read as a whole
 - 1.3 Headings, references to persons, legislation etc.
 - 1.4 Reckoning periods of days
 - 1.5 Contracts (Rights of Third Parties) Act 1999
 - 1.6 Notices and other communications
 - 1.7 Consents and approvals
 - 1.8 Applicable law.

- 2 Carrying out the Works
 - 2.1 Contractor's obligations
 - 2.2 Commencement and completion
 - 2.3 Architect / Contract Administrator's duties
 - 2.4 Correction of inconsistencies
 - 2.5 Divergences from Statutory Requirements
 - 2.6 Fees or charges legally demandable
 - 2.7 Extension of time
 - 2.8 Damages for non-completion
 - 2.9 Practical completion
 - 2.10 Defects
 - 2.11 Certificate of making good

- 3 Control of the works
 - 3.1 Assignment
 - 3.2 Person-in-charge
 - 3.3 Sub-contracting
 - 3.4 Architect/Contract Administrator's instructions (Such instructions will be confirmed in writing on standard RIBA forms)

Contract Particulars

- 3.5 Non-compliance with instructions
- 3.6 Variations
- 3.7 Provisional Sums. (Where provisional sums have been included in the specification, they must be included in your tender without addition or subtraction. They must not be used or exceeded without the Architect's/Supervising Officer's authority. Also see section 7 if work by specialist contractors is required on this job).
- 3.8 Exclusion from the Works
- 3.9 CDM Regulations

- 4 Payment

- 4.1 VAT
- 4.2 Construction Industry Scheme (CIS)
- 4.3 Interim payments - dates and certificates
- 4.4 Contractor's applications and payment notices
- 4.5 Payment - amount and notices
- 4.6 Failure to pay amount due
- 4.7 Contractor's right of suspension
- 4.8 Final Certificate and final payment
- 4.9 Fixed Price and fluctuations provisions

- 5 Injury, Damage and Insurance

- 5.1 Contractor's Liability - Personal injury or death
- 5.2 Contractor's Liability - injury or damage to property.
- 5.3 Contractor's insurance of his liability
- 5.4A Joint Names Insurance of the Works by Contractor
- 5.4B Joint Names Insurance of the Works and existing structures by Employer
- 5.4C Insurance of the Works and existing structures by other means
- 5.5 Evidence of insurance.
- 5.6 Loss or damage - insurance claims and reinstatement
- 5.7 Loss or damage to existing structures - right of termination

- 6 Termination

- 6.1 Meaning of insolvency
- 6.2 Notices under section 6
- 6.3 Other rights, reinstatement
- 6.4 Default by Contractor
- 6.5 Insolvency of Contractor
- 6.6 Corruption and regulation 73(1)(b) of the PC Regulations

Contract Particulars

- 6.7 Consequences of termination under clauses 6.4 to 6.6
- 6.8 Default by Employer
- 6.9 Insolvency of Employer
- 6.10 Termination by either Party and regulation 73(1)(a) and 73(1)(c) of the PC Regulations
- 6.11 Consequences of termination under clauses 6.8 to 6.10

- 7 Settlement of disputes

- 7.1 Mediation
- 7.2 Adjudication
- 7.3 Arbitration

Schedules

- 1 Arbitration

- 1.1 Conduct of arbitration
- 1.2 Notice of reference to arbitration
- 1.3 Powers of Arbitrator
- 1.4 Effect of award
- 1.5 Appeal - questions of law
- 1.6 Arbitration Act 1996

- 2 Fluctuations Option - Contribution, levy and tax changes

- 2.1 Deemed calculation of Contract Sum - labour
- 2.2 Deemed calculation of Contract Sum - materials
- 2.3 Sub-contract work - incorporation of provisions to like effect
- 2.4 Notification by Contractor
- 2.5 Agreement - Architect/Contract Administrator and Contractor
- 2.6 Fluctuations added to or deducted from Contract Sum
- 2.7 Evidence and computations by Contractor
- 2.8 Actual payment by Contractor
- 2.9 No alteration to Contractor's profit
- 2.10 Position where Contractor in default over completion
- 2.11 Work etc. to which paragraphs 1 to 3 not applicable
- 2.12 Definitions
- 2.13 Percentage addition to fluctuation payments or allowances

- 3 Supplemental Provisions

- 3.1 Collaborative working
- 3.2 Health and safety

Contract Particulars

- 3.3 Cost savings and value improvements
- 3.4 Sustainable development and environmental considerations
- 3.5 Performance Indicators and monitoring
- 3.6 Notification and negotiation of disputes
- 3.7 Transparency
- 3.8 The Public Contracts Regulations 2015

End of Contract Particulars