

DATED

2023

The Thinking Schools Trust

AND

TBC

**JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S
DESIGN 2016 EDITION AS AMENDED FOR**

**Refurbishment of the existing Artificial Turf Pitch
at
The Goodwin Academy**

THIS AGREEMENT is made the

day of

2023

BETWEEN

- (1) The Thinking Schools Trust whose registered office is New Horizons Childrens Academy, Park Crescent, Chatham, Kent. ME4 6NR (hereinafter called "**the Employer**");
- (2) **TBC** (Company **TBC**) of / whose registered office is at **TBC** ("**the Contractor**");

(Hereinafter collectively called "**the Parties**" and independently called "**the Party**")

NOW IT IS HEREBY AGREED as follows:

1. The Recitals, Articles and Conditions of Contract will be those issued by the Joint Contracts Tribunal Limited's Intermediate Building Contract with contractor's design 2016 Edition, incorporating the amendments set out in this Agreement and its Appendices and the requirements of all documents forming the Contract.

RECITALS

First	the Employer wishes to have the following worked carried out: Artificial Turf Pitch (ATP) Refurbishment at The Goodwin Academy Hamilton Road Deal Kent CT14 9BD ("the Works") and has had drawings and bills of quantities or a specification or work schedules prepared which show and describe the work to be done;
Second	The Works include the design and construction of: • Surfacing System ('the Contractor's Designed Portion');
Third	the drawings are number/listed in SSL3176 Part 1 Invitation To Tender annexed to this contract ('the Contract Drawings') and have for identification been signed or initialed by or on behalf of each Party;
Fourth	the Employer has supplied to the Contractor: the Work Schedules other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements')
Fifth	the Contractor has: (A) priced the Work Schedules (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule');
Sixth	In response to the Employer's Requirements the Contractor has supplied to the Employer: * documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portion ('the Contractor's Proposals'); and * an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion ('the CDP Analysis');

Seventh	The Employer has examined the Contractor's proposals and, subject to the Conditions (stipulated within full JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN 2016 EDITION), is satisfied that they appear to meet the Employer's Requirements. The Employer's Requirements, the Contractor's Proposals and the CDP Analysis have each for identification been signed or initialed by or on behalf of each Party and the particulars of each are given in the Contract Particulars;
Eighth	for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;
Ninth	the Employer has provided the Contractor with a schedule ('the Information Release Schedule') which states the information the Architect/Contract Administrator will release and the time of that release;
Tenth	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 stated in the Contract Particulars;
Eleventh	the division of the Works into Sections is shown in the Work Schedules and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars;
Twelfth	where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
Thirteenth	the Supplemental Provisions identified in the Contract Particulars apply;

ARTICLES

Now it is hereby agreed as follows:	
Article 1	Contractor's obligations The Contractor shall carry out and complete the Works in accordance with the Contract Documents.
Article 2	Contract Sum The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT exclusive sum of £TBC exc VAT (TBC) ('the Contract Sum') or such other sum as shall become payable under this Contract.
Article 3	Architect / Contract Administrator For the purposes of this Contract the Contract Administrator is Surfacing Standards Ltd Office 2 Empingham House Ayston Road Uppingham Rutland LE15 9NY or, if they cease to be the Architect/Contract Administrator, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions.
Article 4	Quantity Surveyor For the purposes of this Contract the Quantity Surveyor is Surfacing Standards Ltd Office 2 Empingham House Ayston Road Uppingham Rutland LE15 9NY or, if they cease to be the Quantity Surveyor, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions.
Article 5	Principal Designer The Principal Designer for the purposes of the CDM Regulations is Surfacing Standards Ltd

	Office 2 Empingham House Ayston Road Uppingham Rutland LE15 9NY or such a replacement as the Employer at any time appoints to fulfill that role.
Article 6	Principal Contractor The Principal Contractor for the purposes of the CDM Regulations is the Contractor TBC or such a replacement as the Employer at any time appoints to fulfill that role.
Article 7	Adjudication If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.
Article 8	Arbitration Article 8: Arbitration does not apply.
Article 9	Legal Proceedings Subject to Article 7, the English Courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

CONTRACT PARTICULARS

Fourth Recital	Employer's Requirements <i>(State reference numbers and dates or other identifiers of documents in which these are contained.)</i>	TBC
Sixth Recital	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of documents in which these are contained.)</i>	TBC
	CDP Analysis <i>(State reference numbers and dates or other identifiers of documents in which this is contained.)</i>	TBC
Eighth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is/is not a 'contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations	The project is/is not notifiable
Eleventh Recital	Description of Sections (if any) <i>(If not shown or described in the Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.)</i>	Section 1: [] Section 2: [] Section 3: []
Thirteenth Recital and Schedule 5	Supplemental Provisions: Supplemental Provision 1: Collaborative working Supplemental Provision 2: Health and safety Supplemental Provision 3: Cost savings and value improvements Supplemental Provision 4: Sustainable development and environmental considerations Supplemental Provision 5: Performance indicators and monitoring Supplemental Provision 6: Notification and negotiation of disputes	applies applies applies applies applies
	Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee: TBC Contractor's nominee:

		TBC or such replacement as each Party may notify to the other from time to time
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 (<i>Arbitration</i>) do not apply
1.1	Base Date	The date of submission of the Work Schedules referred to in the Third Recital
	BIM Protocol	Does not apply
	Date for Completion of the Works	TBC
	Sections: Dates for Completion of the Sections	Section 1: [] Section 2: [] Section 3: []
1.7	Addresses for service of notices by the Parties <i>(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)</i>	Employer: [] Contractor: []
2.4	Date of Possession of the site <i>(where possession by Sections does not apply)</i>	TBC
	Sections: Date of Possession of the Sections	Section 1: [] Section 2: [] Section 3: []
2.5	Deferment of possession of the site <i>(where possession by Sections does not apply)</i>	Clause 2.5 applies Maximum period of deferment (if less than 6 weeks) is []
	Sections: deferment of possession of Sections	Clause 2.5 applies Maximum period of deferment (if less than 6 weeks) is Section 1: [] Section 2: [] Section 3: []
2.23.2	Liquidated damages <i>(where completion by Sections does not apply)</i>	at the rate of £0 per week

	Rate of liquidated damages for each section	Section 1: [£] per [] Section 2: [£] per [] Section 3: [£] per []
2.29	Sections: Section Sums	Section 1: [] Section 2: [] Section 3: []
2.30	Rectification Period (where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)	12 months from the date of practical completion of the Works
	Sections: Rectification Period (If no other period is stated, the period is 6 months.)	Section 1: [] months Section 2: [] months Section 3: [] months
2.34.3	Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (if any)	£0 per week x 52 weeks = £0
4.3 and 4.9	Fluctuations Provision (Unless another provision or entry is selected, Schedule 4 applies.)	No Fluctuation Provision applies
4.7	Advance Payment (Not applicable where the Employer is a Local Authority)	Clause 4.7 does not apply
	Advance Payment Bond (Not applicable where the Employer is a Local Authority) (Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)	An advance payment bond is not required
4.8.1	Interim payments - due dates (If no date is stated, the first due date is one month after the Date of Possession.)	TBC and thereafter the same date in each month or the nearest Business day in that month
4.9.1	Interim payments – percentages of value Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is (The percentage is 95 per cent unless a	95 per cent

	<i>different rate is stated.)</i> Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is <i>(The percentage is 97½ per cent unless a different rate is stated.)</i>	97.5 per cent
6.4.1	Contractor's Public Liability insurance: injury to persons or property – the required level of cover not less than	£5,000,000.00 for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance – liability of Employer <i>(Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)</i>	Insurance * may be required/ is not required Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £10,000,000.00
6.7 and Schedule 1	Insurance of the Works – Insurance Options	Schedule 1: * Insurance Option A applies
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	15 per cent
6.7 and Schedule 1 Insurance Option A	Where insurance option A applies and cover is to be provided under the Contractors annual policy (paragraph A."), the annual renewal date is	(as supplied by the contractor)
6.10 and Schedule 1	Terrorism Cover – details of the required cover <i>(State reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required.)</i>	TBC
6.15	Joint Fire Code If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	The Joint Fire Code * applies/does not apply * Yes/No
6.18	Joint Fire Code – amendments/revisions <i>(The cost shall be borne by the Contractor unless otherwise stated.)</i>	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor.

6.19	Contractor's Designed Portion (CDP) Professional Indemnity insurance Level of cover (If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.) (If no amount is stated, insurance under clause 6.16 shall not be required.) Cover for pollution and contamination claims (If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.) Expiry of required period of CDP Professional Indemnity Insurance is (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)	Amount of indemnity required * relates to claims or series of claims arising out of one event/ * is the aggregate amount for any one period of insurance and is £1,000,000 * is required, with a sub-limit of indemnity of [£] * is not required * 6 years/ * 12 years/ * [] years (not exceeding 12 years)
7.2.1	Performance bond or guarantee from bank or other approved surety (If this entry is not completed or the required form is not specified, a performance bond is not required.)	Is required/is not required
7.2.2	Guarantee from Contractor's parent company	Is required/is not required TBC
7.3	Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works by collateral warranties ('Rights Particulars') are set out in the following document	TBC
8.9.2	Period of suspension (If none stated the period is 2 months).	2 months
8.11.1.1 to 8.11.1.5	Period of suspension (If none stated the period is 2 months).	2 months
9.2.1	Adjudication Nominating body – where no Adjudicator is named or where the named	The Adjudicator is to be confirmed from the following list * Royal Institute of British Architects * The Royal Institution of Chartered

	Adjudicator is unwilling or unable to act (whenever that is established) <i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)</i>	Surveyors * constructionadjudicators.com Association of Independent Construction Adjudicators * Chartered Institute of Arbitrators
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement) <i>(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	Does not apply

Part 2: Collateral Warranties

The Employer **does not** require the Contractor to provide collateral warranties in favour of Purchasers, Tenants or Funders.

Collateral Warranties from Sub-Contractors

The Employer **will** require the Contractor to procure collateral warranties from Suppliers / Sub Contractors in accordance with clause 7.8 of this Contract.

ATTESTATION

EXECUTION UNDER HAND

AS WITNESS the hands of the Parties or their duly authorised representatives

Signed for and on behalf of the Employer

The Thinking Schools Trust

.....
Authorised Signatory

.....
Print Name

In the presence of:

.....
Witness' signature

.....
Witness' name

.....
Witness' address

Signed for and on behalf of the Contractor

TBC

.....
Authorised Signatory

.....
Print Name

In the presence of:

.....
Witness' signature

.....
Witness' name

.....
Witness' address