|  |  |
| --- | --- |
|  | **Form, Type and Conditions of Contract** |
|  |  |
|  | The form and type of contract will be the JCT Minor Works Building Contract with Contractors Design 2016 Edition. |
|  |  |
|  | **Between** |
|  |  |
|  | The Employer: Kettering Borough Council |
|  |  |
|  | The Contractor: [TBA] |
|  |  |
|  | **The Recitals** |  |
|  | First Recital | The works comprises: Essential Repairs to ensure integrity of disused chapel at Rothwell Cemetery, Rothwell NN14 1RX Under the direction of: Contract Administrator |
|  |  |  |
|  | Second Recital | Refer to Works Specification |
|  |  |  |
|  | **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 John Bugby of Kettering Borough Council |
|  | Article 4 – Principal Designer | Contractor |
|  | Article 5 – Principal Contractor | Contractor  |
|  |  |  |
|  | **Contract Particulars** |  |
|  | Fifth Recital and Schedule 2 | 15th April 2019 |
|  | 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 |
|  |  |  |  |
|  | Nominees | Where paragraph 6 applies, the respective nominees of the parties are: Employer’s nominee: Mr John BugbyContractor’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: Before Monday 20th July 2020 |
|  |  | Date for completion: 12th 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. |
|  |  |  |
|  | 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 - 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. |