

JCT INTERMEDIATE BUILDING CONTRACT 2011 (IC2011)
INCORPORATING AMENDMENT 1 (ISSUED MARCH 2015)

BETWEEN

UCKFIELD TOWN COUNCIL

AND

(Insert Contractor's Name Only)

FOR

INTERNAL & EXTERNAL REPAIRS INCLUDING
ASSOCIATED WORKS TO THE ROOFS OVER THE HUB
AND REPAIR WORKS TO SNATTS ROAD CEMETERY
BOUNDARY WALL IN UCKFIELD, EAST SUSSEX
(YEAR 4)

In accordance with the JCT Intermediate Building Contract 2011 (IC2011) Incorporating Amendment 1 (Issued March 2015) and the further amendments as detailed herein.

**THE CONTRACT SHALL BE DEEMED TO BE THE JCT
INTERMEDIATE BUILDING CONTRACT 2011 (IC2011)
INCORPORATING AMENDMENT 1 (ISSUED MARCH 2015)
AS DRAFTED BY THE JOINT CONTRACT TRIBUNAL
INCORPORATING SUCH FURTHER ALTERATIONS,
AMENDMENTS AND DATA AS DETAILED HEREIN.**

**REFERENCES HEREIN TO THE 'FORM AS DRAFTED'
SHALL BE DEEMED TO MEAN THE CONTRACT FORM AND
OFFICIAL AMENDMENTS AS DRAFTED BY THE JOINT
CONTRACTS TRIBUNAL AND PRIOR TO ANY
SUBSEQUENT AMENDMENT.**

**PAGES ONE TO TWENTY FOUR INCLUSIVE OF THE FORM AS DRAFTED
SHALL BE DEEMED DELETED
AND THE FOLLOWING SUBSTITUTED.**

ARTICLES OF AGREEMENT

This Agreement is made the _____ 20__

Between

The Employer Uckfield Town Council whose registered office is at Uckfield
Civic Centre, Uckfield, East Sussex TN22 1AE

And

The Contractor _____
_____(Company No _____)
of/whose registered office is at _____

Recitals

Whereas

- First The Employer wishes to have the following work carried out to the roofs over the Citizens Advice (The Hub) and the Source Youth Club building and associated internal works. Repairs to pointing and damaged brickwork to the front boundary wall and redecoration of railings and gates at Snatts Road Cemetery at The Hub, Civic Approach, Uckfield East Sussex TN22 1AL and Snatts Road Cemetery, Snatts Road, Uckfield, East Sussex, TN22 1AE ('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 Contractor has:
- (A) priced the Specification/Work Schedules (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A'); or
- the Priced Document and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party;
- Third 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.
- Fourth NOT USED
- Fifth 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.
- Sixth the division of the Works into Sections is shown in the Specification/Work Schedules and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars.
- Seventh where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
- Eighth the Supplemental Provisions identified in the Contract Particulars apply;

Recitals (Continued)

Ninth the Contract shall be deemed to be the JCT Intermediate Building Contract 2011 (IC2011) Incorporating Amendment 1 (Issued March 2015) incorporating such further amendments and data as detailed herein and the Articles, Recitals and Conditions shall have effect as modified by such amendments, alterations and modifications.

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

_____ (£ _____) ('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 Architect/Contract Administrator is

Lawson Queay Chartered Surveyors

of River House, Bellfarm Lane, Uckfield East Sussex TN22 1AY

or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

Article 4: Quantity Surveyor

For the purposes of this Contract the Quantify Surveyor is

Lawson Queay Chartered Surveyors

of River House, Bellfarm Lane, Uckfield East Sussex TN22 1AY

or, if he ceases to be the Quantity Surveyor, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

Articles (continued)

Article 5: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

or such replacement as the Employer at any time appoints to fulfil 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

Where Article 8 applies, then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract, shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9: Legal proceedings

Subject to Article 7 and (where it applies) to Article 8, 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

Note: An asterisk * indicates text that is to be deleted as appropriate.

Part 1: General

Clause etc	Subject	
Fifth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date * is not a 'contractor' for the purposes of the CIS
Seventh Recital	CDM Regulations	* The project is not notifiable
Eighth Recital	Description of Sections (if any)	Section 1 – Site 1 – The Hub Section 2 – Site 2 - Snatts Road Cemetery Boundary Wall
Ninth Recital	Framework Agreement (if applicable)	Not Applicable
Tenth Recital and Schedule 5	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph applies.)</i>	
	Collaborative Working	Paragraph 1 applies
	Health and Safety	Paragraph 2 applies
	Cost savings and value improvements	Paragraph 3 applies
	Sustainable development and environmental considerations	Paragraph 4 does not apply
	Performance indicators and monitoring	Paragraph 5 does not apply
	Notification and negotiation of disputes	Paragraph 6 applies
	Where paragraph 6 applies, the respective nominees of the Parties are:	Employer's Nominee James Queay BSc (Hons) FRICS IMaPS MFPWS
		Contractor's Nominee

		or such replacement as each Party may notify to the other from time to time.

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
Article 8	Arbitration	* Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	TBC
1.1	Date for Completion of the Works <i>(where completion by Sections does not apply)</i>	_____
	Sections: Dates for Completion of Sections	Section1 : 8 weeks after Date of Possession. Section 2 : 8 weeks after Date of Possession.
1.7	Addresses for service of notices etc. by the Parties. <i>(If none is stated, the address in each case, unless and until otherwise agreed and 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>	_____ 20__
	Sections: Dates of Possession of Sections	Section1 : TBC Section 2 : TBC
2.5	Deferment of possession of the site <i>(where possession by Sections does not apply)</i>	Clause 2.5 applies: 6 weeks
	Sections: deferment of possession of Sections	Clause 2.5 applies: 6 weeks per section

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
2.23.2	Liquidated damages (where completion by Sections does not apply)	At the rate of £ _____ per _____
	Sections: rate of liquidated damages for each section	Section 1 : £250.00 per week or part thereof Section 2 : £250.00 per week or part thereof
2.29	Sections: Section Sums	Section 1 : £TBC Section 2 : £TBC
2.30	Rectification Period (where completion by Sections does not apply)	_____ months from the date of practical completion of the Works
	Sections: Rectification Periods (if no other period is stated, the period is 6 months.)	Section 1 : 12 months Section 2 : 12 months from the date of practical completion of each Section
4.7.1	Interim Payments – Due Dates (If no date is stated, the first due date is one month after the Date of Possession.)	The first due date is: _____ and thereafter the same date in each month or the nearest Business Day in that month.
4.8.1	Interim Payments – percentage 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 different rate is stated.)	95 per cent
	Where the Works, or those works in a Section have achieved practical completion, the percentage in respect of the completed works is (The percentage is 97½ per cent unless a different rate is stated.)	97.5 per cent

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
6.4.1.2	Contractor's insurance – injury to persons or property <i>Insurance cover (for any one occurrence or series of occurrences arising out of one event)</i>	£5,000,000.00
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 is not required Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £ _____
6.7 and Schedule 1	Insurance of the Works – Insurance Options <i>(Delete all but one)</i>	Schedule 1: Insurance Option C applies
6.7 and Schedule 1 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	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 (paragraph A.3)	Annual renewal date of insurance <i>(as supplied by the Contractor)</i>	_____
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>	_____ _____ _____ _____
6.12	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 does not apply * Yes/No

Contract Particulars (Continued)

Part 1: General (Continued)

Clause etc	Subject	
6.15	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 Employer/the Contractor
8.9.2	Period of suspension	2 months
8.11.1.1 to 8.11.1.5	Period of suspension	2 months
9.2.1	Adjudication	The Adjudicator is _____
	Nominator of Adjudicator – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	President or a Vice-President or Chairman or a Vice-Chairman of The Royal Institution of Chartered Surveyors
9.4.1	Arbitration	Not applicable

Part 2 of the Contract Particulars are Deleted

(If Under Seal)

AS WITNESS WHEREOF this document was **executed as a Deed** and delivered the day and year first before written.

BY THE EMPLOYER

THE COMMON SEAL of **Uckfield Town Council**
was hereunto affixed in the presence of:-

_____ (Director)

_____ (Director/Secretary)

OR

Hereinbefore mentioned namely Uckfield Town Council

acting by a Director and its Secretary or two Directors whose signatures are here subscribed

namely _____

signature _____ (Director)

and _____

signature _____ (Secretary/Director)

BY THE CONTRACTOR

THE COMMON SEAL of _____
was hereunto affixed in the presence of:-

_____ (Director)

_____ (Director/Secretary)

OR

Hereinbefore mentioned namely _____ *(Insert Name of Contractor)*

acting by a Director and its Secretary or two Directors whose signatures are here subscribed

namely _____

signature _____ (Director)

and _____

signature _____ (Secretary/Director)

Conditions

THE FOLLOWING INSERTIONS, AMENDMENTS AND MODIFICATIONS TO THE FORM AS DRAFTED ARE DEEMED TO BE INCORPORATED AS FOLLOWS:-

Definitions

1.1 This clause remains unaltered but the definitions shall be deemed amended as indicated below;

<i>Word or phrase</i>	<i>Meaning</i>
Activity Schedule:	Not applicable
Approximate Quantity:	Approximate quantities where referred to throughout the documents shall only refer to specific items where the extent or work is unknown at the time of preparation of the contract documentation <u>and</u> the item is clearly marked as an 'Approximate Quantity' or 'Approximate Quantities' in the relevant Contract Document.
Conditions:	<u>Delete</u> '9 and insert 11' Add to end of definition 'and including any amendments made to and incorporated in the Conditions.'
CDM Co-ordinator/CDM Planning Period:	<u>Delete</u> the definitions of "CDM Co-ordinator" and "CDM Planning Period".
CDM Regulations:	<u>Amend</u> the definition of "CDM Regulations" by deleting 2007 and inserting 2015.
Contract Documents:	<u>Insert</u> the following wording after the word Conditions in the first line 'and including any amendments made to and incorporated in the Conditions'
Construction Phase Plan	<u>Amend</u> the definition of "Construction Phase Plan" by deleting the existing text and inserting "the Plan referred to in Regulation 2 of the CDM Regulations including any updates and revisions".
Fluctuations Option:	Not applicable
Funder:	<u>Delete</u> the existing definition and insert 'The Funding Body referred to in Clause 7.2'.)

Conditions (Continued)

Definitions (Continued)

Information Release Schedule:	Not applicable
Listed Items:	Not applicable
Provisional Quantities:	Provisional quantities where referred to throughout the documents shall only refer to specific items where the extent or work is unknown at the time of preparation of the contract documentation <u>and</u> the item is clearly marked as a 'Provisional Quantity' or 'Provisional Quantities' in the relevant Contract Document.
Principal Designer:	the Architect / Contract Administrator or other person named in Article 5 or any successor appointed by the Employer.
Purchaser:	Not applicable
SWMP Regulations:	<u>Delete</u> the definition of "SWMP Regulations".
Work Schedules:	<u>Delete</u> the full stop and add the following words to the end of the definition 'and to include documents entitled Schedules of Work where applicable'

Interpretation

Headings, references to persons. Legislations, etc.

- 1.4 Add new clause 1.4.6 to read:-
the 'contents page' has not been modified to incorporate any amendments but this will not in any way affect the validity of the amendments made.

Section 2 - Carrying out the Works

General Obligations

- 2.1 After "Construction Phase Plan", delete '(where applicable) and other' and insert 'and'.

Section 2 - Carrying out the Works (Continued)

Fees and Charges

- 2.3 Delete the existing wording and insert 'The Contractor shall pay all fees and charges in respect of the Works legally recoverable from him. The amount of any such fees or charges (including any rates or taxes other than VAT) shall be included in the Contract Sum.'

Construction Information

- 2.10.1 Clause deleted.

Further drawings, details and instructions

- 2.11.1 Delete the wording 'Where not included in the information release schedule, the' and insert 'The'

Errors, Inconsistencies and Divergences

Bills of Quantities

- 2.12.1 Clause deleted

- 2.12.2 Clause deleted

Instructions on errors, omissions and inconsistencies

- 2.13.1 Omit the word 'such' in the first line and the wording 'as is referred to in clause 2.12 and' and 'or quantity' all in the second line.

- 2.13.1
(after 2.13.1.4) Add paragraph to the end of clause 2.13.1 'save that where the divergence has arisen as a result of information provided by the Contractor to the Employer the Contractor shall be obliged to comply with the instruction issued by the Employer without cost to the Employer.'

- 2.13.3 Delete '2.12 or'

Unfixed Materials and Goods – property, risk etc.

Materials and goods – off site

- 2.18 Delete this clause and insert 'No payments will be made, in respect of off site materials or goods'

Relevant Events

- 2.20.2.1 Delete the existing clause and insert 'under clauses 2.13, 3.12 or 3.13, the latter only in respect of (and limited to) delay in issuing instructions in respect of the expenditure of Provisional Sums in connection with named Sub-Contractors.'

- 2.21 Delete '3.18.4' and insert '3.18 in respect of the supply of documents and information'.

Section 3 – Control of the Works

Sub-Contracting

Consent to sub-contracting

3.6.2.3 Delete the existing text and insert the following:- ‘that each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;’

3.18 (Heading) Delete ‘Undertakings to comply’.

3.18 Delete the existing text and insert the following:

‘Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:

- .1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
- .2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;
- .3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
- .4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.’

3.19 Delete the clause heading, number and text.

Section 4 - Payment

Work Included in Contract Sum

4.1.3 Insert at the end of the clause ‘notwithstanding, any quantities included have been measured for internal costing purposes only and if the Contractor relies upon them he does so at his own risk. Such quantities shall not be subject to adjustment in accordance with clause 5.2.4 or any other clauses relating to approximate quantities or approximate quantity herein unless specific quantities are clearly marked as ‘Approximate or Provisional.’

Advance Payment

4.6 Delete this clause.

Section 4 – Payment (Continued)

Interim Certificates - Amounts due

- 4.8 Delete the words ‘less the cumulative total of the amounts of any advanced payment that have then become due for reimbursement to the Employer in accordance with the terms stated in the Contract Particulars for clause 4.6 and’
- 4.8.1.1 Delete the last sentence of the clause commencing ‘where there is an activity schedule” through to “properly executed’.
- 4.8.1.3 Delete this clause.
- 4.8.2 In respect of the nine indented lines:
Delete the first line.
Delete the fourth line (fluctuations).
Delete the fifth line (fluctuations).
- 4.8.3 Delete ‘4.15 or 4.16’ (fluctuations) in the second line.

Off-site Materials and Goods

- 4.9 Delete this clause and insert ‘No payments will be made in respect of off-site materials or goods’.

Interim Payments – Final Date and Amount

- 4.11.1 Delete ‘14 days’ and insert ‘21 days’

Issue of Final Certificate

- 4.14.2.2 Delete the wording ‘the amount of any advance payment paid pursuant to clause 4.6 and’ in the first and second lines.

Fluctuations

- 4.15 Delete this clause.

- 4.16 Delete this clause.

The contract will not be subject to fluctuations.

Relevant Matters

- 4.18.2.1 Delete the existing wording and insert ‘under clause 3.12 or 3.13, the latter only in respect of (and limited to) delay in issuing instructions in respect of the expenditure of Provisional Sums in connection with named Sub-Contractors.’
- 4.18.2.4 Add to the end of the clause ‘unless the Contractor is responsible for any costs by virtue of clause 2.13’.
- 4.18.3 Delete this clause.
- 4.18.4 Delete this clause.

Section 5 - Variations

Measurable Work

5.3.3.1 Delete this clause.

Additional Provisions

5.6.3 Add new clause 'No allowance shall be made under the valuation rules or any other conditions within this Contract for any loss and expense which is excluded from recovery as a result of the amendments made to clause 4.18 as detailed herein'.

Section 6 – Injury, Damage and Insurance

Insurance against Personal Injury and Property Damage

Contractor's Insurance of Liability of Employer

6.5.1 Insert '(which shall not have an expiry date earlier than 24 months after Practical Completion)' after the first use of 'Contractor' in the third line.

Section 7 – Assignment and Collateral Warranties

Assignment

7.1 Delete the existing clause and substitute the following:-

'The Employer may assign this Contract without the necessity for any further consent of the Contractor, consent being implied by the Contractor's acceptance of this Clause. The Contractor shall not, without the written consent of the Employer, assign this Contract'.

Collateral Warranties

7.2 – 7.6 Delete all existing text from and including the heading 'Notices' through to the end of section 7 and reuse clause numbers.

Insert new clauses as below:-

7.2 The parties detailed below may be required to enter into Collateral Warranties with the Employer's funding body/bodies in the sample formats as included at the Appendix indicated below.

The Contractor.

Consultants appointed by the Contractor.

Appendix Ref.

N/A

N/A

Completion of Agreements

7.3

All Collateral Warranties will be executed as deeds and are to be completed during the detailed design period and prior to the applicable works starting on site.

Section 7 – Assignment and Collateral Warranties (Continued)

Assignable Agreements

7.4 The Collateral Warranties are to be assignable to a third party.

Section 8 – Termination

Termination by the Contractor

Default by Employer

8.9.1.3 Delete this clause.

Termination by either Party

8.11 Delete the existing heading and substitute the following heading:-

Termination by either Party (or the Employer only where indicated)

8.11.1.2 Add the following wording to the end of this clause ('Option for termination under this clause 8.11.1.2 shall only be available to the Employer')

8.11.1 (In remainder of clause below 8.11.1.5)

Insert after the word 'Party' in the first line '(but subject to the amendment to clause 8.11.1.2) and'.

Section 10 – Bond Requirements

10 **Bond**

Not applicable to this Contract.

Section 11 – Parent Company Guarantee Requirements

11 **Parent Company Guarantee**

Insert new clause 'If the Contractor is a subsidiary of another Company, a Parent Company Guarantee is to be provided in a format as included in the Specification. Notwithstanding other conditions of this Contract, and without any penalty to the Employer, the Employer reserves the right to withhold interim payments until the Parent Company Guarantee has been provided.'

Schedule 3 – Forms of Bonds

Delete Schedule 3

Schedule 4 – Fluctuation Option

Delete Schedule 4