

**JCT INTERMEDIATE BUILDING CONTRACT 2016
WITH CONTRACTORS DESIGN (ICD)**

SCHEDULE OF CONTRACT PARTICULARS

Initialled.....
for and on behalf of the Employer

Initialled.....
for and on behalf of the Contractor

**JCT INTERMEDIATE BUILDING CONTRACT 2016
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CONTRACT PARTICULARS

<u>Part 1:</u>	<u>General</u>	
<u>Clause etc.</u>	<u>Subject</u>	
Articles	Employer	Bovey Tracey Town Council Town Hall Newton Abbot TQ13 9EG
	Principal Contractor	To be agreed
	Architect/Contract Administrator	Peregrine Mears Architects The Old Sail Loft Paiges Lane Barnstaple EX31 1EF
	Quantity Surveyor	Randall Simmonds LLP North Lodge South Horrington Wells, BA5 3DZ
	Principal Designer	Peregrine Mears Architects The Old Sail Loft Paiges Lane Barnstaple EX31 1EF
Recitals		
First Recital	The Works	<p>The proposed works consist of a new build single storey structure upon the site to accommodate the 4 key town services and other associated uses under one roof, with associated landscaping and public realm interventions.</p> <p>The proposal will see the development of a highly flexible main space to serve the community year. This space will front onto Station Road with ancillary spaces located in a 'wrap around' single storey structure to the rear (south) of the site.</p>

Second Recital	Contractor Design Portions	<ol style="list-style-type: none"> 1. Mechanical Services (final details if required) 2. Electrical Services (final details if required) 3. Roof Trusses (final details if required) 4. Block and Beam Flooring 5. Structural Steelwork (fittings and final details)
Third Recital	Drawing List	Listed in Appendix
Fourth Recital	The Employer has provided to the Contractor	The Specification and Pricing Document (Works Schedule)
Fifth Recital	The Contractor will price using:	Pricing Option A
Sixth Recital	Contractor proposals	The Contractor will be responsible for completing the design (as Second Recital above)
Eighth Recital	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'Contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations	The project is notifiable
Eleventh Recital	Description of Sections	To be confirmed
Twelfth Recital	Framework Agreement	Does not apply
Thirteenth Recital and Schedule 5	<p>Collaborative working</p> <p>Health & Safety</p> <p>Cost savings and value improvements</p> <p>Sustainable development and environmental considerations</p> <p>Performance indicators and monitoring</p> <p>Notification and negotiation of disputes</p> <p>Where Paragraph 6 applies, the respective nominees of the parties are</p>	<p>Paragraph 1 applies</p> <p>Paragraph 2 applies</p> <p>Paragraph 3 applies</p> <p>Paragraph 4 applies</p> <p>Paragraph 5 applies</p> <p>Paragraph 6 applies</p> <p>Employer's nominee: TBC</p> <p>Contractor's nominee: TBC</p>

		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 apply
1.1	Base Date	10 days prior to the Date for Tender
1.1	CDM Planning Period	shall mean the period of 2 weeks ending on the Date of Possession
1.1	Date for Completion of the Works	TBC
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 Bovey Tracey Town Council Town Hall Newton Abbot TQ13 9EG Contractor TBC
2.4	Date of Possession of the site	TBC
2.5	Deferment of possession of the site	Clause 2.5 applies – 6 weeks
2.23.2	Liquidated damages	£5,000 per week
2.29	Sections: Section Sums	Clause 4.6 does not apply
2.30	Rectification Period (if no other period is stated the period is 12 months)	12 months from the date of practical completion of the Works as a whole
2.34.3	Contractor's Design Portion	Contractor's liability for loss of use etc. (if any) £2,000,000.00
4.3 and 4.9	Fluctuations Provision Percentage addition for Schedule 4	Schedule 4 does not apply Not applicable
4.7	Advance payment	Clause 4.7 does not apply
4.7	Advance Payment Bond	An advance payment bond is not applicable.
4.8.1	Interim payment – due dates	The first date is: 28 days after commencement of the works. and thereafter on the same date in each month or the nearest Business Day in that month

4.9.1	Interim payments – percentage of value	5%
	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	
	Where the Works, or those works in a Section, have achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion	2.5%
4.10.4	Listed Items – uniquely identified	Not applicable
4.10.5	Listed Items – not uniquely identified	Not applicable
6.4.1	Contractor's insurance – injury to persons or property	£ 5,000,000.00
	Insurance cover (<i>for any one occurrence or series of occurrences arising out of one event</i>)	
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 required . Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £ 5,000,000.00
6.7 and Schedule 1	Insurance of the Works - Insurance Options	Schedule 1: Option A applies
6.7 and Schedule 1 Option A (A.1 & A.3), B (B.1) or C (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 Option A (A.3)	Annual renewal date of insurance <i>(as supplied by Contractor)</i>	TBC each year
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>	Not applicable

6.15	Joint Fire Code If the Joint Fire Code applies, state whether the insurer under Schedule 1, Insurance Option A, B or C (C.2) has specified that the Works are a 'Large Project':	The Joint Fire Code applies Yes
6.18	Joint Fire Code – amendments/revisions	The cost, if any, of compliance with amendment(s) or revisions(s) to the Joint Fire Code shall be borne by the Contractor
6.19	Contractor's Design Portion (CDP) Professional Indemnity Insurance Level of cover Cover for pollution and contamination claims Expiry period of Professional Indemnity insurance is	Amount of indemnity required: £2,000,000.00 is the aggregate amount for any one period of insurance is required /not required, with a sub-limit of indemnity of N/a 12 years and renewed on TBC of each year
7.2.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i> The required form of the bond or guarantee is set out in Initial value Period of validity Reduction in value	is required/is not required _____ _____ % of the contract sum _____ _____ %
7.2.2	Guarantee from the Contractor's parent company Parent company's name and registration number The required form of guarantee is set out in	is required/is not required _____ _____
7.3	Collateral Warranties <i>(State reference number and date or other identifier of the relevant document.)</i>	CW will be required from Sub-Contractors (TBC)
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 Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	The Adjudicator is President or a Vice President of The Royal Institution of Chartered Surveyors
9.4.1	Arbitration Appointer of Arbitrator (and of any replacement)	President or a Vice President of The Royal Institution of Chartered Surveyors.