

The Form of the Contract will be the JCT Design and Build Contract 2016 Edition as amended by this Schedule of Amendments:-

The Employer is Torbay Council of Town Hall, Castle Circus, Torquay TQ1 3DR.

The Contractor is to be confirmed.

1.1 Recitals

- 1.1.1 First the Employer wishes to have the design and construction of Supply and installation of the new pontoons and berthing fingers to replace the existing infrastructure of the Town Dock at Torquay harbour excluding the Visitor pontoon and wave screen. In total this will be four lengths of pontoon and seventy berthing fingers (current dimensions in section 3.10). The new pontoon will be fixed to the existing piles using new pile guides which need to be supplied with the pontoons. The pontoon sections will need to be replaced in a phased programme over a three to four year period. Existing services (water & electric) and some fittings (ladders, lighting pillars and service bollards etc.) are to be swapped across to the new infrastructure. This process will need to be incorporated into the installation project plan.
- 1.1.2 Repaint of the existing Access Bridge which will require removal for shot blasting and steel work repairs and then reinstatement with new grating and composite decking.
- 1.1.3 Service of six existing outer pontoons (wave screen), this will require removal for shot blasting and steelwork repairs to change connection system (detailed in section 3.3).
- 1.1.4 Temporary wave screen pontoons will need to be installed while these works are carried out.

1.2 Articles

- 1.2.1 Article 3 - Employer's agent –TDA.
- 1.2.2 Article 4 Employer's requirements & contractor's proposals. Add into text - In the event of a conflict between these documents, the Employers requirements shall prevail.
- 1.2.3 Article 5 - Principal designer - contractor.
- 1.2.4 Article 6 - Principal contractor - contractor.

1.3 Contract Particulars

- 1.3.1 CIS employer at base date is a "contractor" (fourth recital and clause 4.5)
- 1.3.2 5th Recital does not apply. Delete.
- 1.3.3 6th recital does not apply. Delete.
- 1.3.4 Part 1 of schedule 2 named subcontractors provision 1, does not apply.
- 1.3.5 Part 1 of schedule 2 valuation of changes provision 2, applies.
- 1.3.6 Part 1 of schedule 2 loss and expense provision 3, applies.
- 1.3.7 Part 2 supplemental accelerated quotation provision 4, applies.
 - Collaborative working provision 5, applies

- Health & safety provision 6, applies
 - Cost saving and value improvements provision 7, applies
 - Cost savings and environmental provision 8, does not apply
 - Performance indicators and monitoring provision 9, does not apply
 - Notification and negotiation of disputes provision 10, applies.
- 1.3.8 2.17.3- Limit of liability for loss of use - unlimited.
- 1.3.9 2.29.2 LD's £7,968.50 per week, or part thereof.
- 1.3.10 The Employer's requirements are the tender documentation as issued.
- 1.3.11 Contract Sum analysis will be agreed but be based on the priced document submitted.
- 1.3.12 Arbitration Article 8 and clauses 9.3 to 9.8 does not apply
- 1.3.13 Base date will be point of tender so 30th April, 2021.
- 1.3.14 BIM protocol Not applicable
- 1.3.15 Completion of the works will be 15th March 2024 (before Easter).
- 1.3.16 Sectional completion;-
- Phase 1 - 30th March 2022
 - Phase 2 - 30th March 2023
 - Phase 3 - 15th March 2024.
- 1.3.17 Possession date for site;-
- Phase 1- 1st October 2021
 - Phase 2- 1st October 2022
 - Phase 3- 1st October 2023
- 1.3.18 Notices addresses are as per addresses shown in the agreement.
- 1.3.19 2.4 deferment of site possession max period 6 weeks.
- 1.3.20 2.4 for deferment of Phases site possession will be as pervious dates plus a max of 6 weeks each phase.
- 1.3.21 2.34 Not applicable refer to C Sum analysis.
- 1.3.22 2.35 Sectional rectification 12 months for each phase.
- 1.3.23 4.2, 4.12, 4.13 fluctuations tax and levies only so option A applies (the others B, C do not apply.)
- 1.3.24 4.13 Option A percentage 15%
- 1.3.25 4.6 advanced payment does not apply.
- 1.3.26 4.7.1 Method of payment is periodically in accordance with alternative B.
- 1.3.27 4.7.2 Payment dates valuation dates to be agreed, but will be monthly. Payments on a 21 day period not 14 days.
- 1.3.28 Listed items deleted 4.17 contractors retention bond does not apply.
- 1.3.29 Retention rate 5%
- 1.3.30 Daywork Not used
- 1.3.31 Contractors public liability insurance £5m
- 1.3.32 Insurance liability of employer £5m
- 1.3.33 6.7 works insurance schedule 3 option A applies B&C are deleted
- 1.3.34 Professional fees percentage 15%
- 1.3.35 Contractor's insurance renewal date to be inserted.
- 1.3.36 6.10 Terrorism cover not required.
- 1.3.37 PI cover level relates to claims or series of claims arising out of one event.
- 1.3.38 6.15 £5m cover

- 1.3.39 Pollution and contamination cover £5m
- 1.3.40 Expiry of professional Indemnity insurance will be 12 years.
- 1.3.41 Joint Fire code applies & is not a large project.
- 1.3.42 Joint Fire code costs will be borne by the Contractor.
- 1.3.43 7.2 assignment rules apply.
- 1.3.44 7.2 rights are deleted.
- 1.3.45 7.3.1 Performance bond is required.
- 1.3.46 P bond wording as ABI standard wording.
- 1.3.47 Performance bond value 10% c sum.
- 1.3.48 P bond validity date of Pc of entire works all phases.
- 1.3.49 Parent company guarantee will be required.
- 1.3.50 Third party rights collateral warranties will be required (for all parties which have a design input).
- 1.3.51 Adjudication RICS president / vice president.
- 1.3.52 Contract executed as a deed 12 years.