



PROJECT ADMIRAL REFURBISHMENT WORKS

SECTION 1B

CONTRACT CONDITIONS AND PARTICULARS

REV B (30.08.18)

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| | <p><u>APPENDIX 1 –</u></p> <p><u>SECTION 1 – DETAILS FOR INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN - 2016 EDITION - ARTICLES OF AGREEMENT</u></p> <p>The Form of Contract to be signed between the successful tender and the Employer will be the JCT Intermediate Building Contract with Contractors Design 2016 Edition.</p> <p><u>NOTE:</u> THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH THE CONTRACT INFORMATION SET OUT IN SECTION A - PRELIMINARIES</p> <p><u>RECITALS</u></p> <p><u>1st Recital</u></p> <p>The works comprise: External refurbishment of Nelson Court, Drake Court, Grenville Court and Rodney Court, Poole. The works are to include;</p> <ul style="list-style-type: none"> • Localised asbestos removal works • Associated strip out works • New insulated roof covering • Balcony Replacement • Sprinkler Installation and Fire Precautions work • Insulated cladding system to external walls • Brise soleil • Replacement windows and external doors • Works to automatic smoke ventilation system • Alteration and extension of existing access control system • Construction of new main entrance lobby structures • Replacement electric heating system • IRS (Integrated Reception System) <p><u>2nd Recital</u></p> <p>The works forming the contractors design portion are as listed under Section A14. These works are the design and installation of a (i) new insulated terracotta cladding system including windows, balconies and the brise soleil (ii) Sprinkler Installation (iii) IRS (Integrated Reception System)</p> <p><u>3rd Recital</u></p> <p>The Contract Drawings and Specification will be as numbered in Section A2.</p> | £ | p |
| | <p>total collection</p> | | |

| | | £ | p |
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| | <p><u>4th Recital</u></p> <p>Reference to Schedules of Work and Bills of Quantities will be deleted.</p> <p>The whole of the text referring to a named person or sub-contractor is to be deleted.</p> <p><u>5th Recital</u></p> <p>Alternative A will apply. Alternative B will be deleted. Within Alternative A the following words will be deleted: 'Bill of Quantities' and 'Works Schedules' (as priced, "the Priced Document) Insert Supplier Response Document Part H.</p> <p><u>6th Recital</u></p> <p>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</p> <p><u>7th Recital</u></p> <p>As detailed</p> <p><u>8th Recital</u></p> <p>As detailed</p> <p><u>9th Recital</u></p> <p>Information Release Schedule - not applicable delete complete.</p> <p><u>10th Recital</u></p> <p>As stated in the Contract Particulars.</p> <p><u>11th Recital</u></p> <p>Works into sections - not applicable delete complete.</p> <p><u>12th Recital</u></p> <p>Framework Agreement - not applicable delete complete.</p> | | |
| | total collection | | |

| | <p><u>13th Recital</u></p> <p>Supplemental Provisions - Supplemental Provisions 1 to 6 apply</p> <p><u>ARTICLES 1-9</u></p> <p><u>Article 1</u></p> <p>Contractor's obligations - As detailed</p> <p><u>Article 2</u></p> <p>Contract Sum: To be completed at award</p> <p><u>Article 3</u></p> <p>Architect/Contract Administrator: See Section A1.</p> <p><u>Article 4</u></p> <p>Quantity Surveyor: See Section A.1.</p> <p><u>Article 5</u></p> <p>Principal Designer: See Section A.1</p> <p><u>Article 6</u></p> <p>Principal Contractor: To be completed at award. Shall be the Contractor in accordance with the CDM regulations 2015</p> <p><u>Article 7</u></p> <p>Adjudication in accordance with Clauses 9.2 of the contract</p> <p><u>Article 8</u></p> <p>Arbitration in accordance with Article * Clauses 9.3 to 9.8 of the contract</p> <p><u>Article 9</u></p> <p>Legal proceedings: As detailed</p> <p><u>CONTRACT PARTICULARS</u></p> <p>PART 1: GENERAL</p> <p>The following insertions/deletions are to be made to the Contract:</p> <table><tr><th>Clause No.</th><th>Description</th><th>Insertion/Deletion</th></tr><tr><td>4th Recital</td><td>Employers</td><td>Specification & Contract</td></tr></table> | Clause No. | Description | Insertion/Deletion | 4 th Recital | Employers | Specification & Contract | £ | p |
|-------------------------|---|--------------------------|-------------|--------------------|-------------------------|-----------|--------------------------|---|---|
| Clause No. | Description | Insertion/Deletion | | | | | | | |
| 4 th Recital | Employers | Specification & Contract | | | | | | | |
| total collection | | | | | | | | | |

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| | <p>Requirements</p> <p>6th Recital</p> <p>Contractors Proposals (i the brise soleil (ii) Sprinkler Installation (iii)</p> <p>Clause No.</p> <p>6th Recital</p> <p>8th Recital & Clause 4.4</p> <p>10th Recital</p> <p>Eleventh Recital</p> <p>Twelfth Recital</p> <p>Thirteenth Recital and Schedule 5</p> <p>Supplemental Provisions</p> <p>Collaborative working</p> <p>Health and 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>Drawings</p> <p>1. Cladding 2. Windows 3. Balconies 4 Brise soleil 5.Sprinkler Installation 6. IRS (Integrated Reception System)</p> <p>Description</p> <p>CDP Analysis</p> <p>Construction Industry Scheme (CIS)</p> <p>CDM Regulations</p> <p>As detailed within the Specification/Schedule of Works</p> <p>N/A</p> <p>Employer's nominee Phil Hornsby (Head of Housing and Community Services at Poole Housing) Contractor's nominee to be advised</p> <p>Supplemental Provision 1 Applies</p> <p>Supplemental Provision 2 Applies</p> <p>Supplemental Provisions 3 Applies</p> <p>Supplemental Provisions 4 Applies</p> <p>Supplemental Provisions 5 Applies</p> <p>Supplemental Provisions 6 Applies</p> | | |
| total collection | | | | |

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| | Transparency | Supplemental Provisions 7 Applies | | |
| | The Public Contracts Regulations 2015 | Supplemental Provisions 8 Applies | | |
| <u>Article 8</u> | Arbitration | Article 8 and clauses 9-3 to 9-8 (Arbitration) apply | | |
| 1.1 | Base Date | Ten days before the date of tender return as stated in tender invitation letter | | |
| Clause No. | Description | Insertion/Deletion | | |
| 1.1 | BIM Protocol | Not Required | | |
| 1.1 | CDM Planning Period | 4 no. weeks | | |
| 1.1 | Date for Completion | 160 weeks for works (exc. statutory holidays) – provisional subject to review of contractors programme of works | | |
| 1.7 | Employer Borough of Poole c/o Poole Housing Partnership Ltd Beech House 28-30 Wimborne Road POOLE BH15 2BU | | | |
| 1.7 | Contractor – To be completed at award | | | |
| 2.4 | Date of Possession of the site | To be agreed on award. | | |
| 2.5 | Deferment of Possession of the site | Clause 2.5 does apply | | |
| 2.23.2 | Liquidated Damages | £2,220.00 per week per block or part thereof, as calculated by clients LADs formula. | | |
| 2.30 | Rectification Period | 12 Months | | |
| 2.34.3 | Contractors Design Portion – Contractors liability for loss of use | £20,000,000.00 (twenty million) | | |
| 4.3 and 4.9 | Fluctuations Provision | no Fluctuations Provision applies | | |
| 4.7 | Advance Payment | Does not apply | | |
| total collection | | | | |

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| | | | | £ | p |
| 4.7 | Advance Payment Bond | Is not required | | | |
| 4.8.1 | Interim Payments | To be completed following award | | | |
| 4.9.1 | Interim payments percentage | 95% during the project & 97½ % at practical completion | | | |
| 4.10.4 | Listed items (uniquely identified) | bond to value of £500,000.00 in respect of payment for such items is required for | | | |
| Clause No. | Description | Insertion/Deletion | | | |
| 4.10.5 | Listed items (not uniquely identified) | bond to value of £50,000.00 in respect of payment for such items is required for | | | |
| 6.4.1.2 | Contractor's Insurance - injury to persons or property | £20,000,000.00 (Twenty Million) | | | |
| 6.5.1 | Insurance - liability of Employer | Required (amount of indemnity for one occurrence to be £20,000,000.00) | | | |
| 6.7 & Schedule 1 | Insurance of works | Option C applies | | | |
| 6.7C.2 | Percentage to cover Professional Fees | 15% plus VAT current standard rate | | | |
| 6.7 & Schedule 1 Insurance Option A | Insurance Renewal Date | Insert to be confirmed on appointment of Contractor | | | |
| 6.10 and schedule 1 – Terrorism Cover | Is Provided by the Borough of Poole. | | | | |
| 6.15 joint fire code | The Joint Fire Code | Applies and is a large project | | | |
| 6.18 joint fire code | The Joint Fire Code cost shall be borne | shall be borne by the Contractor | | | |
| 6.19 | Contractors Designed Portion (CDP) Professional Indemnity Insurance | Amount of indemnity required relates to claims or series of claims arising out of one event and is £20,000,000.00 cover for pollution is required, with a sub-limit of indemnity of | | | |
| total collection | | | | | |

| | | £5,000,000.00 Expiry of CDP professional indemnity insurance is 12 years | £ | p |
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| Clause No. | Description | Insertion/Deletion | | |
| 7.2.1 | Performance bond or guarantee from bank or other approved surety | Is required For copy of Form of Bonds to be used please see <i>“Supplier Response Document (SRD) appendix G – undertakings”</i> Initial value : 10 per cent of the Contract Sum Is required Period of validity: the date of practical completion of the Works Reduction in value – not applicable | | |
| 7.2.2 | Guarantee from the Contractor's parent company | | | |
| 7.3 | Collateral Warranties | For copy of Collateral Warranty to be used please see <i>“SRD appendix G – undertakings”</i> For list of items for which Collateral warranty required refer to Item 2.1 within Section C – General Notes | | |
| 8.9.2 period of | | 2 months | | |
| total collection | | | | |

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| | | | £ | p |
| | suspension | | | |
| | 8.11.1.1 to 8.11.1.5 Period of suspension | 2 months | | |
| 9.2.1 | Adjudication Nomination of Adjudicator | The Royal Institution of Chartered Surveyors Delete "Royal Institute of British Architects" "Construction Confederation" "National Specialist Contractors Council" "Chartered Institute of Arbitrators" | | |
| Clause No. | Description | Insertion/Deletion | | |
| 9.4.1 | Arbitrator appointer of Arbitrator | The Royal Institution of Chartered Surveyors Delete "Royal Institute of British Architects" "Chartered Institute of Arbitrators" | | |
| <u>CONTRACT EXECUTION</u> | | | | |
| Contract to be executed as a 'DEED' | | | | |
| <u>CONTRACTORS DESIGN</u> | | | | |
| The following items are to be designed by the contractor: | | | | |
| 1. Cladding | | | | |
| 2. Windows | | | | |
| 3. Balconies | | | | |
| 4. Brise soleil | | | | |
| 5. Sprinkler Installation | | | | |
| 6. IRS (Integrated Reception System) | | | | |
| <u>THE CONDITIONS</u> | | | | |
| 1. Definitions and interpretation. | | | | |
| 2. Carrying out the works. | | | | |
| total collection | | | | |

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| | <p>3. Control of the Works.</p> <p>4. Payment.</p> <p>4.12.1 Interim Payments - delete "14 days" and substitute "28 days".</p> <p>5. Variations.</p> <p>6. Injury, damage and insurance.</p> <p>7. Assignment and Collateral Warranties.</p> <p>8. Termination.</p> <p>9. Settlement of Disputes.</p> <p>Schedules</p> <p>Schedule 1 Insurance Options</p> <p>Insurance Option A</p> <p>Insurance Option B</p> <p>Insurance Option C</p> <p>Schedule 2 Named Sub-Contractors</p> <p>Schedule 3 Forms of Bonds</p> <p>Part 1: Advance Payment Bond</p> <p>Part 2: Bond in respect of payment for off-site materials and/or goods</p> <p>Schedule 4 Fluctuations – Contribution, levy and tax fluctuations</p> <p>Schedule 5 Supplemental Provisions</p> <p>Schedule 6 Design Submission Procedure</p> | £ | p |
| total collection | | | |