

The terms and conditions used for this tender are as follows:

JCT Minor Work Form of Building Contract 2016

## **Recitals**

**First** the Employer wishes to have the following work carried out:

This construction project is for the removal of the existing cold pour play surface and installation of new at the Old Town Family Hub, Green Road, Poole, Dorset, BH15 1QB.

The work to be carried out has been covered in more detail in the specification and tender documents but can be summarised as follows and may entail some or all of the following:

To the external play area.

Remove existing cold pour play surface.

Remove existing sub base.

Lay new compacted sub base.

Lay new cold pour play surface.

Working hours outside the building will be in normal working hours, out of normal working hours between the hours of 17:00 to 00:00 and will also include weekend day working during 08.00 to 18.00 to allow for any works / changeovers which will affect the sites operation. This will be confirmed at the pre start meeting with the Project Manager.

**Second** The drawings are numbered/listed in appendices to this Contract (“the Contract Drawings”)

**Third** the Employer has supplied to the Contractor:  
the Specification documents and drawings.

**Fourth** the Contractor has priced the Specification (as priced, the Priced tender document) the total of such pricing shall be the tender sum stated in Article 2

**Fifth** 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

**Eighth** The works are not divided into sections.

**Ninth** The contract is not supplemented by a Framework Agreement.

**Tenth** the Supplemental Provisions in the Contract Particulars apply.

## **Articles**

### **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 TBC.

### **Article 3: Architect/Contract Administrator**

For the purposes of this Contract the Contract Administrator is

John Kerley  
Facilities Management  
BCP Council  
Town Hall  
Bourne Ave  
Bournemouth BH2 6EB

### **Article 4: Quantity Surveyor**

For the purposes of this Contract the Quantity Surveyor is

John Kerley  
Facilities Management  
BCP Council  
Town Hall  
Bourne Ave  
Bournemouth BH2 6EB

### **Article 5: CDM - PD**

For the purposes of this Contract the CDM – PD is,

John Kerley  
Facilities Management  
BCP Council  
Town Hall  
Bourne Ave  
Bournemouth BH2 6EB

## **Article 6: Principal Contractor**

The Principal Contractor for the purposes of the CDM Regulations and the SWMP Regulations if applicable is the Contractor.

TBC

## **Article 7: Adjudication**

If any disputes or differences arise under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

## **Article 8: Arbitration**

Where Article applies, then subject to Article 7 and the exceptions set out below, any disputes 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 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 Proceeding**

Subject to Article 7 and (where it applies) to Article 8, the English courts shall jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

## **Contract Particulars**

### **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**

Is not notifiable.

**Eighth Recital:** Delete

**Ninth Recital:** Delete

**Tenth Recital:**

Supplemental Provisions

Collaborative working: Applies

Health and Safety Applies

Cost savings and value improvement Applies

Sustainable development and environmental development Applies

Performance Indicators and Monitoring Does not Apply.

Notification and negotiation of disputes Applies

**Employers' nominee:** John Kerley

**Contractor's nominee:** TBC

Article 8 Arbitration Applies

**1.1 Base Date** 24<sup>th</sup> July 2024

**1.2 CDM Planning Period:**

Shall mean the period of 2 weeks.

**1.3 Date for completion of the works** TBC

8 weeks Programme from receipt of order to include a two week CDM planning period.

#### **1.4 Addresses or service of notices by the Parties Employer:**

John Kerley  
Facilities Management  
BCP Council  
Town Hall  
Bourne Ave  
Bournemouth BH2 6EB

#### **Contractor:**

TBC

|                            |  |                            |
|----------------------------|--|----------------------------|
| <b>2.4</b>                 | <b>Date of Possession of the site</b>  | 24 <sup>th</sup> July 2024 |
| <b>2.5</b>                 | <b>Deferment of possession of the</b>  | Does not apply.            |
| <b>2.6</b>                 | <b>Liquidated damages</b>  | N/A                        |
| <b>2.30</b>                | <b>Rectification Period</b>  |                            |
|                            | 6 months for construction works and 12 Months for mechanical and electrical works from the date of practical completion. |                            |
| <b>4.6</b>                 | <b>Advance Payment</b>   | Does not apply.            |
| <b>4.6</b>                 | <b>Advance Payment Bond</b>  | Does not apply.            |
| <b>4.7.1</b>               | <b>Interim payments – due dates</b>  | TBC                        |
| <b>4.8.1</b>               | <b>Interim payments</b>  | 100%                       |
| <b>4.9.4</b>               | <b>Listed Items uniquely identified</b>  | N/A                        |
| <b>4.9.5</b>               | <b>Listed Items uniquely identified</b>  | N/A                        |
| <b>4.15 and Schedule 4</b> |  | N/A                        |

|  |  |
|--|--|
| <b>6.4.1.2 Contractors insurance</b>                             | £10 million                                  |
| <b>6.5.1 Insurance liability of employer</b>                     | £10 million                                  |
| <b>6.7.1 and Schedule 1 Insurance of the Works</b>               | Option C                                     |
| <b>6.7. and Schedule 1 Percentage to cover professional fees</b> | 0%   |
| <b>6.7 and Schedule 1 Annual renewal date of Insurance</b>       | TBC  |
| <b>Joint Fire Code</b>   | Does Not Apply                               |
| <b>8.9.2 Period of Suspension</b>                                | N/A  |
| <b>8.11.1.1 to 8.11.1.5.</b>                                     | N/A  |
| <b>9.2.1 Adjudication:</b>                                       | The Royal Institution of Chartered Surveyors |
| <b>9.4.1 Arbitration:</b>  | The Royal Institution of Chartered Surveyors |