



ICD 2011

Intermediate Building Contract  
**with contractor's design** 2011



2011

INTERMEDIATE BUILDING CONTRACT

# MEMBERS

British Property  
Contractors Leg  
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Royal Institute of  
The Royal Instit  
Scottish Building

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Limited nor its as  
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## Intermediate Building Contract with contractor's design (ICD)

### Appropriate:

- where the proposed building works are of simple content involving the normal, recognised basic trades and skills of the industry, without building service installations of a complex nature or other complex specialist work;
- where the works are designed, the requirements for the contractor's design of discrete part(s) are detailed by or on behalf of the Employer, and the Contractor is required to design those part(s) of the work (Contractor's Designed Portion);
- where fairly detailed contract provisions are necessary and the Employer is to provide drawings and bills of materials, a specification or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

This contract is more detailed and contains more extensive control procedures than the Minor Works Building Contract with contractor's design (MWD) but is less detailed than the Standard Building Contract (SBC).

### Can be used:

- where the works are to be carried out in sections;
- by both private and local authority employers;
- where provisions are required to cover named specialists.

### Not suitable:

- as a design and build contract.

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The 2011 Edition is intended for use following the implementation of the Local Democracy, Economic Development and Construction Act 2009 on 1 October 2011.

For details of 2011 Edition changes, see the Intermediate Building Contract Guide (IC/G).



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[www.jcttd.co.uk](http://www.jcttd.co.uk)

## Articles of Agreement

This Agreement is made the 15 DECEMBER 20 15

Between

The Employer MARCO LAND DEVELOPMENTS LTD

(Company No. 08878682)<sup>(1)</sup>

of/whose registered office is at 77 FOSTING GROVE, SOUTHERN

PQ4 9QE

And

The Contractor QUADRIGA CONTRACTS LTD

(Company No. 2989538)<sup>(1)</sup>

of/whose registered office is at GADBROOK HOUSE, GADBROOK

PARK, RUONBATH, NORTHWICH, CHESHIRE

LN9 7RG

 S C 03

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Intermediate Building Contract Guide.

**MEMBERS**

British Property Federation  
Contractors' Legal Group  
Local Government Association  
National Specialist Contractors' Council  
Royal Institute of Chartered Surveyors  
The Royal Institution of Chartered Surveyors  
Scottish Building Federation

All parties must read the contract in full and agree its terms and conditions. No party is to be bound by any document or agreement made after the date of the contract.

## Recitals

### Whereas

First the Employer wishes to have the following work carried out<sup>[2]</sup>:

EXTERNAL REPAIR WORKS

at TOWER BUILDING, LIVERPOOL

and has had drawings and bills of quantities or a specification or work schedules prepared (the Contractor's Designed Portion) which show and describe the work to be done;

Second the Works include the design and construction of<sup>[3]</sup> TEMPORARY ACCESS

TREATMENT OF EXPOSED STEEL ROOF DETAILS,

ACTIVATIONS TO HANDRAILS (the Contractor's Designed Portion)

Third the drawings are numbered/listed in APPENDICES TO EMPLOYER'S

REQUIREMENTS annexed to this Contract (the Contract Drawings) and have for identification been signed or initialled by or on behalf of each Party<sup>[4]</sup>;

Fourth the Employer has supplied to the Contractor:

~~the Bills of Quantities<sup>[5]</sup>~~

~~the Specification<sup>[5]</sup>~~

the Work Schedules<sup>[5]</sup>

other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor's Designed Portion (the Employer's Requirements)

[2] State nature and location of intended works.

[3] State nature of work in the Contractor's Designed Portion. If the space here is insufficient a separate list should be prepared or initialled by or on behalf of each Party and identified here, either as a specified Annex to this Contract or by its reference, date or other identifier. The Contractor's Designed Portion must not include any element of the Works or their design which is carried out by a Named Sub-Contractor – see the Intermediate Building Contract Guide.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them which should be annexed to this Contract, and make the appropriate deletions. The drawings themselves should be signed or initialled by or on behalf of each Party.

[5] Delete as appropriate.

particulars of the Intermediate Named Sub-Contract Tender & Agreement ICSUB/NAM (comprising a certified copy of the tender for work included in the Bills of Quantities, Specification or Work Schedules for pricing by the Contractor and for which the Contractor is required under clause 3.7 to employ a named person, together with the Intermediate Named Sub-Contract Invitation to Tender and Tender (ICSUB/NAM/IT and ICSUB/NAM/T) as completed and the Tender Documents referred to in them)<sup>[6]</sup>;

**Fifth** the Contractor has:

- (A) priced the ~~Bills of Quantities/Specification/Work Schedules~~<sup>[5]</sup> (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A'); or
- (B) ~~stated the sum he will require for carrying out the Works shown on the Contract Drawings and described in the Specification, that sum being the Contract Sum stated in Article 2, and has supplied to the Employer a Contract Sum Analysis in accordance with the stated requirements of the Employer or a Schedule of Rates on which that sum is based ('the Priced Document') ('Pricing Option B');~~

and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule')<sup>[7]</sup>;

the Priced Document, the priced Activity Schedule, where provided, and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party;

**Sixth** 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 ('the CDP Analysis');

**Seventh** the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements.<sup>[8]</sup> The Employer's Requirements, the Contractor's Proposals and the CDP Analysis have each for identification been signed or initialled by or on behalf of each Party and particulars of each are given in the Contract Particulars;

**Eighth** 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;

**Ninth** the Employer has provided the Contractor with a schedule ('the Information Release Schedule') which states the information the Architect/Contract Administrator will release and the time of that release<sup>[9]</sup>;


**Tenth** for the purposes of the Construction (Design and Management) Regulations 2007 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

[6] Delete if no items specifying a Named Sub-Contractor are included in the documents. See also footnote [3] above and the Intermediate Building Contract Guide.

[7] Delete these lines if a priced Activity Schedule is not provided. In the Activity Schedule, each activity should be priced, so that the sum of those prices equals the Contract Sum excluding Provisional Sums and the value of work for which Approximate Quantities are included in the priced Bills of Quantities.

[8] Where the Employer has accepted a divergence from his requirements in the proposals submitted by the Contractor, the divergence should be removed by amending the Employer's Requirements before the Contract is executed.

[9] Delete the Ninth Recital if an Information Release Schedule is not provided.

 S.C.A.



**MEMBERS**

British Property Federation  
Contractors' Legal Group  
Local Government Association  
National Specialist Contractors' Council  
Royal Institute of Chartered Surveyors  
The Royal Institution of Chartered Surveyors  
Scottish Building Federation

All parties must read the contract carefully before signing it. It is a legal document and not a recommendation. It is not intended to be used as a template and should not be modified without the agreement of all parties. It is the responsibility of the user to ensure that the contract is used in accordance with its intended purpose.

**Eleventh** the division of the Works into Sections is shown in the Bills of Quantities/Particulars Schedules and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars<sup>[10]</sup>;

**Twelfth** where so stated in the Contract Particulars, this Contract is supplemented by the Form of Agreement identified in those particulars;

**Thirteenth** the Supplemental Provisions identified in the Contract Particulars apply;

[10] Delete the Eleventh Recital if the Works are not divided into Sections.

## 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

ONE-MILLION, THREE HUNDRED & EIGHTY-NINE THOUSAND  
SIX HUNDRED & NINETY-TWO POUNDS & SIXTY-THREE  
PENCE (£1,389,692. 63) ('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

CBRE LTD (COMPANY NO. 03536032)  
of 4 ST. PAUL'S SQ., LIVERPOOL, L3 9SS

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 Quantity Surveyor<sup>[11]</sup> is

AS ABOVE - CBRE LTD.

of \_\_\_\_\_

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.

S.C.2. NW

[11] If the Architect/Contract Administrator is to exercise the Quantity Surveyor's functions under the Conditions, his name should be inserted in Article 4.

#### Article 5: CDM Co-ordinator

The CDM Co-ordinator for the purposes of the CDM Regulations is the Architect/Contract Administrator

(or)<sup>[12]</sup> AS ABOVE - CBE LTD

of \_\_\_\_\_

or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations.

#### Article 6: Principal Contractor

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

(or)<sup>[12]</sup> QUADRIKA CONTRACTS LTD

of \_\_\_\_\_

or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of the CDM Regulations and/or regulation 4 of the SWMP Regulations.

#### 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.<sup>[13]</sup>

#### Article 8: Arbitration

Where Article 8 applies<sup>[14]</sup>, 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.

[12] Insert the name of the CDM Co-ordinator only where the Architect/Contract Administrator is not to fulfil that role, and that of the Principal Contractor only if that is to be a person other than the Contractor. If the project that comprises or includes the Works is not notifiable under the CDM Regulations 2007 – see the Contract Particulars (Tenth Recital), delete Articles 5 and 6 in their entirety.

[13] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Intermediate Building Contract Guide.

[14] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars must state that Article 8 and clauses 9-3 to 9-8 apply and the words "do not apply" must be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1-11).



Article 9: Legal proceedings<sup>[14]</sup>

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.

ARTICLE 10: INCORPORATION OF THE CD-ROM ENTITLED:

"JLT INTERMEDIATE BUILDING CONTRACTOR'S DESIGN 2011 DESIGN (1) MARCO ISLAND DEVELOPMENTS LTD AND (2) QUADRA CONTRACTS LTD, DATE 15 DECEMBER 2015 IN RESPECT OF EXTERNAL ROOF WORKS AT TOWER BUILDING, LIVERPOOL"  
ANNEXED HERETO ENTITLED APPENDIX 1.

ARTICLE 11: INCORPORATION OF ANNEXMENT 1: CON REGULATIONS ANNEXED HERETO ENTITLED APPENDIX 2.



S.C.B.

## Contract Particulars

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

### Part 1: General

Clause etc.

Subject

Fourth Recital

Employer's Requirements  
(State reference numbers and dates or other  
identifiers of documents in which these are  
contained.)<sup>[15]</sup>

CONTAINED IN THE  
CD-ROM ANNEXED  
HEREIN WITHIN  
APPENDIX 1

Sixth Recital

Contractor's Proposals  
(State reference numbers and dates or other  
identifiers of documents in which these are  
contained.)<sup>[15]</sup>

AS ABOVE

Sixth Recital

CDP Analysis  
(State reference numbers and dates or other  
identifiers of documents in which this is  
contained.)<sup>[15]</sup>

AS ABOVE

Eighth Recital and  
clause 4.5

Construction Industry Scheme (CIS)

Employer at the Base Date  
\* is a 'contractor' is not a 'contractor'  
for the purposes of the CIS

Tenth Recital

CDM Regulations<sup>[16]</sup>

the project  
\* is/is not notifiable

Eleventh Recital

Description of Sections (if any)  
(If not shown or described in the Bills of  
Quantities/Specification/Work Schedules or  
the Contract Drawings, state the reference  
numbers and dates or other identifiers of  
documents in which they are shown.)<sup>[15]</sup>

N/A

[15] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.

[16] A project is not notifiable under the CDM Regulations where it is not likely to involve more than 30 days, or 500 person days, of construction work or it is being carried out for a homeowner as a purely domestic project.

Twelfth Recital

Framework Agreement (if applicable)  
(State date, title and parties.)

N/A

Thirteenth Recital  
and Schedule 5

Supplemental Provisions  
(Where neither entry against an item below is  
deleted, the relevant paragraph applies.)

Collaborative working

Paragraph 1  
\* ~~applies/does not apply~~

Health and safety

Paragraph 2  
\* ~~applies/does not apply~~

Cost savings and value improvements

Paragraph 3  
\* ~~applies/does not apply~~

Sustainable development and environmental  
considerations

Paragraph 4  
\* ~~applies/does not apply~~

Performance Indicators and monitoring

Paragraph 5  
\* ~~applies/does not apply~~

Notification and negotiation of disputes

Paragraph 6  
\* ~~applies/does not apply~~

Where paragraph 6 applies, the respective  
nominees of the Parties are

Employer's nominee

Simon Black of  
THE EMPLOYER

Contractor's nominee

RICHARD GENTON of  
THE CONTRACTOR

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

Article 8

Arbitration  
(If neither entry is deleted, Article 8 and  
clauses 9-3 to 9-8 do not apply. If disputes and  
differences are to be determined by arbitration  
and not by legal proceedings, it must be stated  
that Article 8 and clauses 9-3 to 9-8 apply.)<sup>[17]</sup>

Article 8 and clauses 9-3 to 9-8 (Arbitration)  
\* ~~applies/does not apply~~

1-1

Base Date

15 December 2015

WJ SL2.

[17] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Intermediate Building Contract Guide. See also footnote [14].

1-1

CDM Planning Period<sup>[18]</sup>

shall mean the period of

4 days/weeks

- \* ending on the Date of Possession/
- \* beginning/ending on

20

1-1

Date for Completion of the Works  
(where completion by Sections does not apply)

14 APRIL 2017Sections: Dates for Completion of Sections<sup>[19]</sup>Section N/ASection /Section /

1-7

Addresses for service of notices by the Parties  
(If none is stated, the address in each case,  
subject to clause 1.7.3, shall be that shown at  
the commencement of the Agreement.)<sup>[20]</sup>

Employer MALED ISLANDDEVELOPMENTS LTDROBERTSON OFFICEContractor QUARIGATCONTRACTS LTD.ROBERTSON OFFICES

2-4

Date of Possession of the site  
(where possession by Sections does not  
apply)

11 JANUARY 2016Sections: Dates of Possession of Sections<sup>[19]</sup>Section N/A 20Section / 20Section / 20

[18] Under the CDM Regulations 2007 every client is expressly required to allocate sufficient time (the CDM Planning Period) prior to the commencement of construction to enable contractors and others to carry out necessary CDM planning and preparation. There may be cases where that planning and preparation needs to be completed earlier than the Date of Possession and adaptation of the entries may be needed where there are Sections.

[19] Continue on further sheets if necessary, which should be signed or initialled by or on behalf of each Party and then be annexed to this Contract.

[20] As to service of notices etc. outside the United Kingdom, see the Intermediate Building Contract Guide.

Deferment of possession of the site  
(where possession by Sections does not  
apply)

Maximum period of deferment (if less than 6 weeks) is

### Sections: deferment of possession of Sections

Maximum period of deferment (if less than 6 weeks) is<sup>[19]</sup>

Section \_\_\_\_\_

**Liquidated damages**  
(where completion by Sections does not apply)

£ 1,500 per week

Section W/A per \_\_\_\_\_

Section \_\_\_\_\_ per \_\_\_\_\_

### Sections: Section Sums<sup>[19]</sup>

Section N/ASection 1

**Rectification Period**  
(where completion by Sections does not apply)  
(If no other period is stated, the period is 6 months.)

12 months  
from the date of practical completion of the  
Works

**Sections: Rectification Periods<sup>(19)</sup>**  
(If no other period is stated, the period is 6 months.)

Section W/A  months

Section \_\_\_\_\_ months

Section \_\_\_\_\_ months  
from the date of practical completion of each  
Section

**Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (if any)**

£ 10,500,000.00

ANN  $\Sigma C \approx$



4-6

Advance payment  
(Not applicable where the Employer is a Local Authority)

Clause 4-6  
\* ~~applies~~ does not apply

If applicable:  
the advance payment will be<sup>[21]</sup>

£ \_\_\_\_\_ /

\_\_\_\_\_ per cent of the Contract Sum

and will be paid to the Contractor on

\_\_\_\_\_ ;

it will be reimbursed to the Employer in the following amount(s) and at the following time(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-6

Advance Payment Bond  
(Not applicable where the Employer is a Local Authority)  
(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)

An advance payment bond  
\* ~~is~~ is not required

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:

28 JANUARY 2016

and thereafter the same date in each month or the nearest Business Day in that month<sup>[22]</sup>

4-8-1

Interim payments – percentages 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<sup>[23]</sup>

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<sup>[23]</sup>

[21] Insert either a monetary amount or a percentage figure, delete the alternative and complete the other required details.

[22] The first date should not be more than one month after the Date of Possession. Where it is intended that interim payments should become due on the last day of each month, the entry may be completed/amended to read "the last day of (insert month) and thereafter the last day in each month or the nearest Business Day in that month." After practical completion, clause 4-7-1-3 allows for intervals of 2 months (or such other period as the Parties agree) between interim payments.

[23] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clause 4-8-1.

4.9.4

Listed Items – uniquely identified  
(Delete the entry if no bond is required.)

\* For uniquely identified Listed Items a bond in respect of payment for such items is required for \_\_\_\_\_.

for N/A

#### 4-9.5

Listed Items – not uniquely identified  
(Delete the entry if clause 4-9.5 does not apply.)

\* For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for

£ N/A

#### 4.15 and Schedule 4

### Contribution, levy and tax fluctuations

Schedule 4 (*Fluctuations Option*) applies<sup>[24]</sup>

**Percentage addition for Fluctuations Option,  
paragraph 12**

N/A per cent

#### 6.4.1.2

Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event)

£ 1000.00

6.5.1

**Insurance – liability of Employer**  
(Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)

Insurance  
\* may be required/is not required

Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event ,

£ W/A [25]

### 6.7 and Schedule 1

## Insurance of the Works – Insurance Options<sup>[26][27]</sup>

**Schedule 1:**

- \* ~~Insurance Option A applies/~~
- \* ~~Insurance Option B applies/~~
- \* 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  
(If no other percentage is stated, it shall be 15 per cent.)

15 per cent

**6.7 and Schedule 1  
Insurance Option A  
(paragraph A.3)**

Annual renewal date of insurance  
(as supplied by the Contractor)

SC20

**[24]** Delete if the contract period is of such limited duration as to make the provision inappropriate.

**[25]** If the indemnity is to be for an aggregate amount and not for any one occurrence or series of occurrences the entry should be amended to make this clear.

[26] Delete all but one.

**[27]** Obtaining Terrorism Cover, which is necessary in order to comply with the requirements of Insurance Option A, B or C, will involve an additional premium and may in certain situations be difficult to effect. Where a difficulty arises discussion should take place between the Parties and their insurance advisers. See the Intermediate Building Contract Guide.

6-10 and Schedule 1

Terrorism Cover – details of the required cover  
(State reference numbers and dates or other  
identifiers of documents setting out the  
requirements. Unless otherwise stated, Pool  
Re Cover is required.)

N/A

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  
applies/does not apply<sup>[28]</sup>
- \* Yes/No<sup>[28]</sup>

6-15

Joint Fire Code – amendments/revisions  
(The cost shall be borne by the Contractor  
unless otherwise stated.)

- 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

6-16

Contractor's Designed Portion (CDP)  
Professional Indemnity insurance

Level of cover  
(If an alternative is not selected the amount  
shall be the aggregate amount for any one  
period of insurance. A period of insurance for  
these purposes shall be one year unless  
otherwise stated.)

(If no amount is stated, insurance under clause  
6-16 shall not be required.)

Cover for pollution and contamination claims  
(If no amount is stated, such cover shall not be  
required; unless otherwise stated, the required  
limit of indemnity is an annual aggregate  
amount.)

Expiry of required period of CDP Professional  
Indemnity insurance is  
(If no period is selected, the expiry date shall  
be 6 years from the date of practical  
completion of the Works.)

- Amount of indemnity required
- \* relates to claims or series of claims arising  
out of one event/
  - \* is the aggregate amount for any one period  
of insurance

and is

£ \_\_\_\_\_

- \* is required, with a sub-limit of indemnity of  
£ \_\_\_\_\_ /
- \* is not required
- \* 6 years/
- \* 12 years/
- \* \_\_\_\_\_ years  
(not exceeding 12 years)

8-9-2

Period of suspension  
(If none is stated, the period is 2 months.)

N/A

8-11-1-1 to 8-11-1-5

Period of suspension  
(If none is stated, the period is 2 months.)

N/A

[28] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

9-2-1

### Adjudication<sup>[29]</sup>

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)<sup>[30]</sup>

*(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)*

The Adjudicator is

N/A

- \* ~~Royal Institute of British Architects~~
- \* ~~The Royal Institution of Chartered Surveyors~~
- \* ~~constructionadjudicators.com<sup>[31]</sup>~~
- \* ~~Association of Independent Construction Adjudicators<sup>[32]</sup>~~
- \* ~~Chartered Institute of Arbitrators~~

9-4-1

Arbitration<sup>[33]</sup> – appointor of Arbitrator (and of any replacement)<sup>[34]</sup>

*(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)*

- \* ~~President or a Vice-President:~~
- \* ~~Royal Institute of British Architects~~
- \* ~~The Royal Institution of Chartered Surveyors~~
- \* ~~Chartered Institute of Arbitrators~~

*MS S.C.A.*

[29] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[30] Delete all but one of the nominating bodies asterisked.

[31] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

[32] Association of Independent Construction Adjudicators acts as an agent of and is controlled by the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

[33] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and clauses 9-3 to 9-8 (Arbitration) apply.

[34] Delete all but one of the bodies asterisked.

## Part 2: Collateral Warranties

If collateral warranties are required from the Contractor, complete the particulars in (A) to (D) below:

### Purchaser and Tenant Warranties

#### (A) Identity of Purchasers/Tenants in whose favour Collateral Warranties may be required

Clauses  
7.4 and 7.6  
of the Conditions

Name, class or description  
of person

The part of the Works  
to be purchased or let

\_\_\_\_\_

*(Where no Purchasers or Tenants are identified by name, class or description, no collateral warranties in favour of such persons shall be required from the Contractor.)*



**(B) Contractor's Warranties – Purchasers and Tenants**

1-1-2

Applicability of clause 1-1-2

Clause 1-1-2  
\* applies/does not apply

Maximum liability  
(Unless clause 1-1-2 is stated to apply and the maximum liability is stated, clause 1-1-2 does not apply.)

The maximum liability is

£ \_\_\_\_\_

Type of maximum liability  
(If not stated, it shall be an aggregate limit on liability.)

- \* Maximum liability is in respect of each breach/
- \* Maximum liability is an aggregate limit on liability

1-3-1

Net Contribution: Consultants  
(If none are specified, these shall be the Architect/Contract Administrator and the Quantity Surveyor (including any replacements), together with any other consultants who agree to give collateral warranties (or undertakings in similar terms) to any Purchaser(s) and/or Tenant(s).)

For the purposes of clause 1-3-1 'the Consultants' are:

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1-3-2

Net Contribution: Sub-Contractors  
(If none are specified, these shall be such as agree to give collateral warranties (or undertakings in similar terms) to any Purchaser(s) and/or Tenant(s).)

For the purposes of clause 1-3-2 'the Sub-Contractors' are:

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**Funder Warranties**

Clauses  
7-5 and 7-6  
of the Conditions

**(C) Identity of Funder**  
(If not identified by name, class or description, no warranty in favour of a Funder shall be required from the Contractor.)

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Clause of CWA/F

**(D) Contractor's Warranties – Funder**

1-1

Net Contribution: Consultants and Sub-Contractors  
(Unless otherwise stated, these shall be those specified (or deemed to be specified) under (B) above.)

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## Collateral Warranties from Sub-Contractors

(E) If warranties are required from sub-contractors, complete the particulars below:

Clauses  
3-5 and 3-6  
of the Conditions

Sub-contractors from whom  
Warranties may be required<sup>[35]</sup>

Type(s) of warranty (SCWa/P&T,  
SCWa/F, SCWa/E) required<sup>[36]</sup>  
from each sub-contractor

Levels of Professional  
Indemnity insurance  
required (if applicable)<sup>[37]</sup>

Sub-contractors from whom Warranties may be required <sup>[35]</sup>	Type(s) of warranty (SCWa/P&T, SCWa/F, SCWa/E) required <sup>[36]</sup> from each sub-contractor	Levels of Professional Indemnity insurance required (if applicable) <sup>[37]</sup>

For these purposes, unless otherwise stated:

- (i) all Purchasers and Tenants identified at (A) above, any Funder identified at (C) above and the Employer shall be entitled to a warranty from a sub-contractor where the appropriate type is shown above as required from him;
- (ii) if applicable, the levels of Professional Indemnity insurance must be specified<sup>[37]</sup>; the basis of that cover shall be whichever applies under the Contract Particulars for clause 6-16;
- (iii) if a maximum liability is specified under (B) above, that shall also apply in relation to all sub-contractors' Collateral Warranties unless a lower amount is specified;
- (iv) "the Consultants" for sub-contractors' Collateral Warranties shall be those stated in (B) above.

[35] Employers should be selective in listing the sub-contractors (or categories of sub-contractor) from whom collateral warranties may be required. The list of sub-contractors should not include any Named Sub-Contractor since such matters are intended to be dealt with by the Intermediate Named Sub-Contractor/Employer Agreement ICSUB/NAM/E and not to be governed by the Intermediate Named Sub-Contract itself (ICSUB/NAM). See the Intermediate Building Contract Guide.

[36] Where a sub-contractor is required to grant Collateral Warranties of the types referred to in clause 7-6 (i.e. the Sub-Contractor Collateral Warranty for a Purchaser or Tenant (SCWa/P&T), for a Funder (SCWa/F) and for the Employer (SCWa/E)), state the particular type(s). All three Collateral Warranties are documents prepared by JCT.

[37] Professional Indemnity insurance applies only where the sub-contractor has design responsibilities. As to cover levels, see the Intermediate Building Contract Guide.

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## **Attestation**

### **Note on Execution**

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Intermediate Building Contract Guide.

#### **Execution under hand**

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

#### **Execution as a Deed**

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

#### **Other forms of Attestation**

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

**As witness**

the hands of the Parties  
or their duly authorised representatives

Signed by or on behalf of  
the Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of  
the Contractor

in the presence of:

witness' signature

witness' name

witness' address



## Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, (A) to (D), for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
  - (A) through signature by a Director and the Company Secretary or by two Directors;
  - (B) by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
  - (C) signature by a single Director in the presence of a witness who attests the signature.

Methods (A) and (C) are available to public and private companies whether or not they have a common seal. (Method (C) was introduced by section 44(2)(b) of the Companies Act 2006.) Methods (A) and (C) are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method (B).
- 3 Where method (A) is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method (B) (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method (C) (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method (D) and sign where indicated in the presence of a witness who should then sign and set out his name and address.

**Executed as a Deed by the Employer**

namely MARCO IS-BRD DEVELOPMENTS LTD

(A) acting by a Director and the Company Secretary/two Directors of the company <sup>2,3</sup>

\_\_\_\_\_  
(Print name of signatory) and \_\_\_\_\_  
(Print name of signatory)

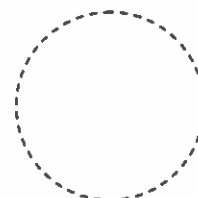
\_\_\_\_\_  
Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate <sup>2,4</sup>

in the presence of

\_\_\_\_\_  
Signature Director

\_\_\_\_\_  
Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company <sup>2,5</sup>

S. C. 20 rh  
Signature Director

in the presence of

Witness' signature [Signature] (Print name) ALAN HARDING

Witness' address 20 DAVES WAY, TRANNORE PARK, L52 0 RN

(D) by attested signature of the individual <sup>6</sup>

\_\_\_\_\_  
Signature

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

**Executed as a Deed by the Contractor**

namely <sup>1</sup> \_\_\_\_\_

(A) acting by a Director and the Company Secretary/two Directors of the company <sup>2,3</sup>

\_\_\_\_\_  
(Print name of signatory) and \_\_\_\_\_  
(Print name of signatory)

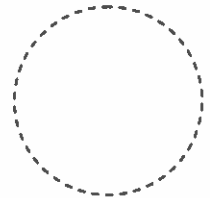
\_\_\_\_\_  
Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal of the company/other body corporate <sup>2,4</sup>

in the presence of

\_\_\_\_\_  
Signature Director

\_\_\_\_\_  
Signature Company Secretary/Director



[Common seal of company]

(C) by attested signature of a single Director of the company <sup>2,5</sup>

\_\_\_\_\_  
Signature Director

in the presence of

Witness' signature \_\_\_\_\_ (Print name) RICHARD GRANTON

Witness' address GABLOOK HOUSE, GABLOOK PARK, NORTHWICH, CW9 7RG

(D) by attested signature of the individual <sup>6</sup>

\_\_\_\_\_  
Signature

in the presence of

Witness' signature \_\_\_\_\_ (Print name) \_\_\_\_\_

Witness' address \_\_\_\_\_

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

## APPENDIX 1

"EMPLOYER'S REQUIREMENTS", "PRICED DOCUMENT", APPENDICES TO THE EMPLOYER'S REQUIREMENTS, "CONTRACTOR'S PROPOSALS".  
THE DOCUMENTS LISTED ABOVE AS REFERRED TO IN THE CONTRACT ARE EACH LOCATED ON THE CD-ROM AFFIXED BELOW LABELLLED:

"JCT INTERMEDIATE BUILDING CONTRACTOR'S DESIGN 2011 BETWEEN (1) MARCO ISLAND DEVELOPMENTS LTD AND (2) QUADRIGA CONTRACTS LTD, DATED 15 DECEMBER 2015 IN RESPECT OF EXTERNAL REPAIR WORKS AT TOWER BUILDING".  
THE CD-ROM IS SIGNED FOR IDENTIFICATION PURPOSES BY EACH OF THE PARTIES TO THE CONTRACT.

