



DBSub/**A** 2016
Design and Build Sub-Contract
Agreement 2016

SPECIMEN

2016

DESIGN AND BUILD CONTRACT

Design and Build Sub-Contract (DBSub/A and DBSub/C)

Appropriate:

- for use with the Design and Build Contract; and
- for sub-contract works whether or not they include design by the Sub-Contractor.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement of the sub-contract works.

Published September 2016 by Thomson Reuters (Professional) UK Limited, trading as Sweet & Maxwell, Friars House, 160 Blackfriars Road, London SE1 8EZ (Registered in England and Wales, Company No 1679046. Registered Office and address for service: 2nd floor, 1 Mark Square, Leonard Street, London EC2A 4EG).

For details of 2016 Edition changes, see the Design and Build Sub-Contract Guide (DBSub/G) and the Tracked Change Document.

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, except in accordance with the provisions of the Copyright, Designs and Patents Act 1988, without the prior written permission of the publisher. Thomson Reuters and the Thomson Reuters Logo are trademarks of Thomson Reuters. Sweet & Maxwell © is a registered trademark of Thomson Reuters (Professional) UK Limited.

© The Joint Contracts Tribunal Limited 2016

www.jcttld.co.uk

Contents

	Sub-Contract Agreement	<i>Page 1</i>
	Recitals	3
	Articles	5
1	Sub-Contract	
2	Sub-Contractor's obligations	
3A	Sub-Contract Sum and Final Sub-Contract Sum	
3B	Sub-Contract Tender Sum and Final Sub-Contract Sum	
4	Adjudication	
5	Arbitration	
6	Legal proceedings	
	Sub-Contract Particulars	7
	Attestation	18
	Main Contract Information Schedule	25

SPECIMEN

SPECIMEN

Sub-Contract Agreement

This Agreement is made the _____ 20 _____

Between

The Contractor _____

(Company No. _____)^[1]

of/whose registered office is at _____

And

The Sub-Contractor _____

(Company No. _____)^[1]

of/whose registered office is at _____

[1] Where the Contractor or Sub-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 Design and Build Sub-Contract Guide.

For

_____ ('the Sub-Contract Works')

as part of _____
_____ ('the Main Contract Works')

at _____

SPECIMEN

Recitals

Whereas

- First** the Main Contract Works are to be carried out by the Contractor for the Employer named in the contract ('the Main Contract') described in the Main Contract Information Schedule. Where so stated in that Schedule, the Main Contract Works are to be carried out in Sections;
- Second** the Contractor wishes the Sub-Contractor to execute the Sub-Contract Works previously referred to and as described in the Numbered Documents;
- Third** the Sub-Contract Works include the design and construction of^{[2][3]} _____

_____ ('the Sub-Contractor's Designed Works');
- Fourth** the Contractor has provided documents (included in the Numbered Documents) showing and describing or otherwise stating the requirements of the Contractor for the design and construction of the Sub-Contractor's Designed Works ('the Contractor's Requirements')^[4];
- Fifth** where there are Sub-Contractor's Designed Works the Sub-Contractor in response to the Contractor's Requirements has supplied to the Contractor and there are included in the Numbered Documents:
- documents showing and describing the proposals of the Sub-Contractor for the design and construction of the Sub-Contractor's Designed Works ('the Sub-Contractor's Proposals')^[5]; and
 - an analysis of the Sub-Contractor's Designed Works ('the Sub-Contractor's Designed Works Analysis') included in the Sub-Contract Sum/Sub-Contract Tender Sum^[6];
- Sixth** the Contractor has examined the Sub-Contractor's Proposals and, subject to the Sub-Contract Conditions, is satisfied that they appear to meet the Contractor's Requirements^{[5][7]};

- [2] Where the Sub-Contractor is required to design, particular attention should be paid to the Third to Sixth Recitals and items 5.1, 5.2 and 16 of the Sub-Contract Particulars.
- [3] If the Sub-Contractor is not required to design any part of the Sub-Contract Works, delete this Recital. If the Sub-Contractor is required to complete the design of all the Sub-Contract Works, the words "all the Sub-Contract Works" should be inserted here. If the Sub-Contractor is only required to complete the design of part of the Sub-Contract Works, that part should be clearly identified here.
- [4] Delete if there are no Sub-Contractor's Designed Works.
- [5] Delete if the Sub-Contractor has not submitted such proposals.
- [6] Delete Sub-Contract Sum or Sub-Contract Tender Sum as appropriate, depending on whether Article 3A or 3B applies.
- [7] Where the Contractor has accepted a divergence from his requirements in the proposals submitted by the Sub-Contractor, the divergence should be removed by amending the Contractor's Requirements before the Sub-Contract is executed.

- Seventh** the Sub-Contractor has provided the Contractor with the priced schedule of activities ('the Activity Schedule') included in the Numbered Documents^[8];
- Eighth** in addition to the details set out in the Main Contract Information Schedule and the Numbered Documents, the Sub-Contractor has been given a copy of or a reasonable opportunity to inspect such other documents and information relating to the provisions of the Main Contract (if any) as are listed in item 1.9 of that Schedule insofar as they relate to the Sub-Contract Works;
- Ninth** where so stated in the Sub-Contract Particulars (item 1), this Sub-Contract is supplemented by the Framework Agreement(s) identified in those particulars;
- Tenth** whether any of Supplemental Provisions 1 to 6 apply is stated in the Sub-Contract Particulars (item 1);

SPECIMEN

[8] Delete this Recital if Article 3B is to apply or where 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 Sub-Contract Sum excluding Provisional Sums and the value of work for which Approximate Quantities are included in any Bills of Quantities.

Articles

Now it is hereby agreed as follows

Article 1: Sub-Contract

This Sub-Contract consists of:

- this Sub-Contract Agreement;
- the Main Contract Information Schedule;
- the Design and Build Sub-Contract Conditions DBSub/C 2016 Edition, subject to the Sub-Contract Modifications Schedule (if any) included in the Numbered Documents ('the Sub-Contract Conditions')^[9]; and
- the Numbered Documents.

Article 2: Sub-Contractor's obligations

The Sub-Contractor shall carry out and complete the Sub-Contract Works in accordance with this Sub-Contract and for that purpose shall, where and to the extent so stated in the Third Recital, complete the design for the Sub-Contractor's Designed Works in accordance with the CDM Regulations and such directions as the Contractor may give for the integration of the design for the Sub-Contractor's Designed Works with the design of the Main Contract Works.

Article 3A: Sub-Contract Sum and Final Sub-Contract Sum

The Contractor shall pay the Sub-Contractor at the times and in the manner specified in the Sub-Contract Conditions the VAT-exclusive sum of^[10]

_____ (£ _____) ('the Sub-Contract Sum')

or such other sum as becomes payable on the Adjustment Basis ('the Final Sub-Contract Sum').

Article 3B: Sub-Contract Tender Sum and Final Sub-Contract Sum

The Contractor shall pay the Sub-Contractor at the times and in the manner specified in the Sub-Contract Conditions the VAT-exclusive sum of^[10]

_____ (£ _____) ('the Sub-Contract Tender Sum')

or such other sum as becomes payable on the Remeasurement Basis ('the Final Sub-Contract Sum').

[9] If any JCT Amendments or Updates not included within this edition of DBSub/C are to apply, that should be stated in the Sub-Contract Modifications Schedule.

[10] Complete Article 3A or 3B as applicable, and delete the Article not required. Article 3B is for use where the Sub-Contract Works are to be completely re-measured and valued.

Article 4: Adjudication

If any dispute or difference arises under this Sub-Contract either Party may refer it to adjudication in accordance with clause 8.2 of the Sub-Contract Conditions.

Article 5: Arbitration

Where Article 5 applies^[11], then, subject to Article 4 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 Sub-Contract shall be referred to arbitration in accordance with clauses 8.3 to 8.8 of the Sub-Contract Conditions and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 5 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.

Article 6: Legal proceedings^[11]

Subject to Article 4 and (where it applies) to Article 5, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Sub-Contract.

[11] If it is intended, subject to the right of adjudication and the exceptions stated in Article 5, that disputes or differences should be determined by arbitration and not by legal proceedings, the Sub-Contract Particulars (item 2) **must** state that Article 5 and clauses 8.3 to 8.8 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 6 (see also clause 1.10 of Design and Build Sub-Contract Conditions DBSub/C).

Sub-Contract Particulars

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

(References in these Particulars to Articles are to the Articles in this Agreement and those to clauses or Schedules are to the clauses or Schedules in Design and Build Sub-Contract Conditions DBSub/C.)

1 Conditions
(Article 1)

The Sub-Contract Conditions are supplemented by the following Framework Agreement(s)^[12]

Supplemental Provisions^[13] (Schedule 1)
(Where neither entry against one of the Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Collaborative working * Supplemental Provision 1
applies/does not apply

Health and safety * Supplemental Provision 2
applies/does not apply

Cost savings and value improvements * Supplemental Provision 3
applies/does not apply

Sustainable development and environmental considerations * Supplemental Provision 4
applies/does not apply

Performance Indicators and monitoring * Supplemental Provision 5
applies/does not apply

Notification and negotiation of disputes * Supplemental Provision 6
applies/does not apply

Where Supplemental Provision 6 applies,
the respective nominees of the Parties are

Contractor's nominee

Sub-Contractor's nominee

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

[12] State date, title and parties or delete if there are no applicable Framework Agreements.

[13] Supplemental Provision 7 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and the Main Contract is subject to the PC Regulations.

2 Arbitration
(Article 5)

(If neither entry is deleted, Article 5 and clauses 8.3 to 8.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 5 and clauses 8.3 to 8.8 apply.)^[14]

* Article 5 and clauses 8.3 to 8.8 (*Arbitration*) apply/do not apply

3 Definitions
(Clause 1.1)

BIM Protocol
(Unless an identified protocol or relevant extracts are included and stated to apply, none applies.)

* The BIM Protocol included in the Numbered Documents applies/
* No BIM Protocol applies

Design Submission Procedure
(if the provisions as set out in Schedule 7 to the Sub-Contract Conditions have under the Main Contract been replaced or amended)^[15]

* The provisions in Schedule 7 have been replaced by the procedure set out in Numbered Document _____ /
* Amendments made to the Design Submission Procedure are set out in Numbered Document _____

Sub-Contract Base Date^[16] _____ 20 _____

4 Addresses for service of notices by the Parties
(Clause 1.7)

(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of this Agreement.)

Contractor _____

Sub-Contractor _____

[14] 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 Design and Build Sub-Contract Guide. See also footnote [11].

[15] If the provisions set out in Schedule 7 have been replaced or amended that should also be noted on that Schedule.

[16] The Sub-Contract Base Date is relevant (inter alia) to clause 2.12.2.1 (*Divergences from Statutory Requirements*) and the JCT Fluctuations Options (see the Sub-Contract Particulars (item 8)) and it helps to determine the edition/issue and/or version of documents relevant to this Sub-Contract, e.g. the Measurement Rules and definitions of the prime cost of daywork (clause 5.9).

5 Programme^[17]
(Clause 2.3)

.1 The period required for the preparation of all necessary Sub-Contractor's drawings etc. (co-ordination, installation, shop or builders' work or other as appropriate) from receipt of the instruction to proceed with such preparation and from receipt of all other relevant drawings and specifications etc., prior to submission to the Contractor for comment is

_____ weeks

.2 The period required for the Contractor's initial comments upon the drawings etc. from receipt by the Contractor to their return to the Sub-Contractor is

_____ weeks

.3 The period required for the procurement of materials, fabrication (where appropriate) and delivery to site prior to commencing *work on site/work in each Section is

_____ weeks

(The periods under items 5.1 to 5.3 are consecutive so that the period required from the date of receipt under item 5.1 to delivery to site under item 5.3 is the sum of the weeks stated under those items i.e.

_____ weeks)

.4 The period of notice to commence work on site required to enable a start to be made to *the Sub-Contract Works/each Section is

_____ weeks

.5 The period required for the carrying out of the Sub-Contract Works on site after delivery (see item 5.3) and after the expiry of the period of notice to commence work (see item 5.4) is:

where completion by Sections does not apply _____ weeks

(or)

Section ^[18]	Weeks
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

.6 Further details or arrangements that may qualify or clarify the above or are otherwise relevant to the carrying out of the Sub-Contract Works^[18]:

[17] See also Programme Information (item 2) in the Main Contract Information Schedule. If the Sub-Contractor is not required to design any part of the Sub-Contract Works, delete items 5.1 and 5.2, together with the words in brackets preceding item 5.4.

[18] Continue on further sheets if necessary, which should then be annexed to this Agreement.

6 Third Party Rights and Collateral Warranties
(Clause 2.26)

Details of the requirements for the Sub-Contractor to grant P&T Rights, Funder Rights and/or Employer Rights as Third Party Rights or by way of Collateral Warranty ('Sub-Contract Rights Particulars') are set out in:^[19]

Numbered Document _____

7 Attendance
(Clauses 3.16 to 3.18)

.1 **Items of attendance**^[20]

* are set out in Numbered Document _____ /
* are as follows:

The Contractor shall provide the following free of charge:

- provision and erection of all necessary scaffolding or other access/work equipment for all work at height except where such provision is necessary solely and exclusively for the purpose of carrying out the Sub-Contract Works;
- space for temporary site accommodation;
- single phase supply of electricity at 240v for temporary site accommodation;
- single phase supply of electricity at 110v for tools and temporary lighting;
- water supplied at the points identified in the Sub-Contract Documents for temporary site accommodation and for the carrying out of the Sub-Contract Works;
- use of mess rooms;
- use of sanitary accommodation;
- use of welfare facilities;
- all reasonable non-exclusive use of hoisting facilities that the Contractor has on site at the time the Sub-Contract Works are being carried out;
- the benefit of all reasonable watching to be provided by the Contractor under the Main Contract;
- provision of reasonable measures to prevent access by unauthorised persons;
-
-
-

(Note: Materials, fuel, power and/or water for commissioning and testing are excluded.)

[19] The relevant Sub-Contract Rights Particulars should identify the beneficiaries (by name, class or description), specify whether rights are to be granted as Third Party Rights or by way of Collateral Warranties, state in those cases where the default provision is not to apply which alternative provision is to apply in its place and give any other details required to complete the terms of the rights or warranty that are to be given. A Model Form for the Sub-Contract Rights Particulars is included in the Design and Build Sub-Contract Guide and is also available on the JCT website www.jctltd.co.uk.

In the case of third party rights, the details required for the purposes of Schedule 6 are the same as the Warranty Particulars required for the corresponding Collateral Warranty (SCWa/P&T, SCWa/F or SCWa/E). Clause 7.4 of the Main Contract will be relevant as regards mode of execution of collateral warranties by the Sub-Contractor and the Rights Particulars for the Main Contract may specify the mode of execution of this Sub-Contract; any proposed deviation from any terms set out or referred to in those Rights Particulars requires the prior written consent of the Employer. See the Design and Build Sub-Contract Guide.

[20] Amend the list of items as appropriate and insert here details of any other attendances which the Contractor is to provide free of charge to the Sub-Contractor, or on a separate sheet, which should be included in the Numbered Documents.

.2 Joint Fire Code – additional items

Where the Joint Fire Code applies^[21] the Contractor shall also provide the following free of charge:

- hand bells, whistles, klaxons and manually operated sounders;
- security guards;
- fire signage e.g. location of fire access routes and escape routes and positions of dry riser inlets and fire extinguishers;
- fire doors and fire stopping to lift shafts, service ducts and voids;
- water supplies for fire fighting;
- portable fire extinguishers;
- maintenance and inspection of fire fighting equipment;
- (where the Main Contract Works are a Large Project) the service of an appropriate number of fire marshals.

.3 Location of Sub-Contractor's temporary buildings

Temporary buildings shall be located within the building under construction and/or within six metres of it^[22]

and

the Contractor shall connect the fire detection system to a central station^[23].

.4 Clearance of rubbish

Rubbish resulting from carrying out of Sub-Contract Works is to be disposed of in the following manner:

(If no requirements are stated or identified here all rubbish is to be disposed of off-site.)

8 Fluctuations Provision^{[24][25][26]}
(Clauses 4.9 and 4.19 and Schedule 4)

- * JCT Fluctuations Option A applies/
- * JCT Fluctuations Option B applies/
- * JCT Fluctuations Option C applies/
- * No Fluctuations Provision applies/
- * The Fluctuations Provision that applies is set out in Numbered Document _____

[21] As to the application of the Joint Fire Code, see the Main Contract Particulars.

[22] Delete the whole of item 7.3 if temporary buildings are not to be so located.

[23] This applies if the project is a 'Large Project' and the Contractor is responsible for the connection; otherwise it should be deleted.

[24] Where JCT Fluctuations Option A or B applies under the Main Contract it is a requirement of that contract (see paragraphs A.3 and B.4) that the same Option should apply to any sub-contract.

[25] JCT Fluctuations Option A is set out in Schedule 4. JCT Fluctuations Options B and C are no longer included in JCT contract documents but continue to be available on the JCT website www.jctltd.co.uk. Where JCT Fluctuations Option B or C or another (non-JCT) Fluctuations Provision applies, it is recommended that the necessary particulars are set out in a Numbered Document. A proforma set of particulars for each of JCT Fluctuations Options B and C is included with that Option on the JCT website.

[26] Delete all but one.

JCT Fluctuations Option A (Contributions, levy and tax fluctuations)

Where JCT Fluctuations Option A (paragraph A.12) applies, the percentage addition is _____ per cent

9 Interim payments
(Clause 4.6)

- .1 Clause 4.6.1 – Interim Valuation Dates^[27]
(If no date is stated or the stated date is more than one month after the date of commencement of the Sub-Contract Works on site, the first Interim Valuation Date is the date falling one month after the date of commencement of the Sub-Contract Works on site.) The Interim Valuation Date is _____ 20 _____ and thereafter the same date in each month or the nearest Business Day in that month
- .2 Interim Valuation Dates if the first is earlier than the date of commencement of the Sub-Contract Works on site^[28] The first Interim Valuation Date is _____ 20 _____ and thereafter the same date in each month or the nearest Business Day in that month
- .3 Clause 4.6.2^[29] * applies/does not apply
(If neither entry is deleted, the clause does not apply.)

10 Listed Items
(Clause 4.11)

List of materials and goods for which, subject to clause 4.11, the Contractor will pay the Sub-Contractor before delivery to the site:

A bond in respect of payment for such items in the terms set out in Schedule 3 to the Sub-Contract Conditions *is required/is not required

If a bond is required, the Surety's maximum liability under it shall be £ _____

[27] The Interim Valuation Date should be the same as the first interim valuation date under the Main Contract.

[28] Item 9.2 allows for the first Interim Valuation Date to be fixed prior to the date of commencement of the Sub-Contract Works on site to enable interim payment(s) to be made sooner than would otherwise be the case; this could be appropriate where the Sub-Contractor is required to carry out any design or pre-fabrication works or pre-order materials. The first Interim Valuation Date should be the interim valuation date under the Main Contract that for the purposes of item 9.2 has been chosen to apply.

[29] Where clause 4.6.2 is stated to apply, the Sub-Contractor is required to make an application for each interim payment.

11 Retention
(Clause 4.12)

The Retention percentage is _____ per cent.
(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)

The Minimum Retention Amount is £ _____
(The amount is £250 unless a greater amount is stated.)

The Retention Release Date^[30] is _____ 20 _____
(If no date is specified, the Retention Release Date shall be the day after expiry of a period from the Date for Completion of the Main Contract Works (or last Section of them) equivalent to the Rectification Period for such works or section plus a further 6 months.)

The Date for Completion of the Main Contract Works (or last Section) is
_____ 20 _____

The Rectification Period for the Main Contract Works (or last Section) is
_____ months

12 Sub-Contractor's Retention Bond
(Clause 4.13)
(Not applicable unless stated to apply and relevant particulars are given below)

Clause 4.13 *applies/does not apply

If clause 4.13 applies:

the maximum aggregate sum for the purposes of clause 2 of the bond is

£ _____ and,

for the purposes of clause 6.3 of the bond, the expiry date shall be

_____ 20 _____

13 Dayworks
(Clause 5.9)

Where a Schedule of Daywork Rates is NOT included in the Numbered Documents, daywork shall be calculated in accordance with the Definition or Definitions referred to below together with the Percentage Additions to each section of the prime cost or, if they apply in respect of labour, at the All-Inclusive Rates set out below:

Definition ^[31]	Labour % ^[32]	Materials %	Plant %

[30] See the Design and Build Sub-Contract Guide.

[31] Where more than one Definition is relevant, set out Percentage Additions applicable to each such Definition. The current Definitions relevant to clause 5.9 are those agreed between The Royal Institution of Chartered Surveyors (RICS) and the Construction Confederation, the RICS and the Electrical Contractors Association and the RICS and the Building and Engineering Services Association.

[32] Insert percentage(s) unless All-Inclusive Rates are to apply.

The **wage fixing body/bodies** whose labour rates are to be applied when charging for daywork is/are^[33]:

The **All-Inclusive Rates** that are to apply, in lieu of the cost of labour calculated in accordance with the Definition above, are set out below^[34]:

14 Insurance – personal injury and property damage
(Clause 6.5)

Insurance cover (*for any one occurrence or series of occurrences arising out of one event*) is £ _____

15 Incorporation of the Sub-Contract Works into the Main Contract Works
(Clause 6.7.8)

Elements of Sub-Contract Works and the extent to which each is to be carried out so as to be regarded as fully, finally and properly incorporated into the Main Contract Works prior to practical completion of the Sub-Contract Works or Section as applicable: * are set out in Numbered Document _____ / * are as follows:

Elements of the Sub-Contract Works	Extent of required carrying out/incorporation
------------------------------------	---

_____	_____
_____	_____
_____	_____

[33] Insert the wage fixing body whose labour rates are to be applied when charging for daywork in accordance with each Definition stated above.

[34] When All-Inclusive Rates are to apply, insert the rates for core hours and non-productive hours for each grade of operative identified. It should be noted that the Definition of Prime Cost of Daywork Carried Out Under a Building Contract states "The all-inclusive rates are deemed to be fixed for the period of the contract. However, where a fluctuations price contract is used, or where the rates in the contract are to be index-linked, the all-inclusive rates shall be adjusted by a suitable index in accordance with the contract conditions."

16 Sub-Contractor's Designed Works Professional Indemnity or Product Liability insurance^[35]
 (Clause 6.10)

Type of insurance policy required	* Professional Indemnity insurance/ * Product Liability insurance
Level of cover <i>(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.)</i>	* 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
<i>(If no amount is stated, insurance under clause 6.10 shall not be required.)</i>	and is £ _____
Expiry of required period of insurance is <i>(If no period is selected, the expiry date shall, subject to clause 6.10.2, be 6 years from the date of practical completion of the Main Contract Works.)</i>	* 6 years/ * 12 years/ * _____ years (not exceeding 12 years)
Where Professional Indemnity insurance is required, cover for pollution and contamination claims <i>(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	* is required, with a sub-limit of indemnity of £ _____ / * is not required

[35] Delete this item where the Sub-Contractor is not required to design any part of the Sub-Contract Works.

17 **Settlement of Disputes**
(Clauses 8.2 and 8.4.1)

Adjudication^[36]

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[37]
(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 _____

- * Royal Institute of British Architects
- * The Royal Institution of Chartered Surveyors
- * constructionadjudicators.com^[38]
- * Association of Independent Construction Adjudicators^[39]
- * Chartered Institute of Arbitrators

Arbitration^[40]

Appointor of Arbitrator (and of any replacement)^[41]
(If no appointor is selected, the appointor shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.)

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

-
- [36] 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.
- [37] Delete all but one of the nominating bodies asterisked.
- [38] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.
- [39] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.
- [40] This only applies where the Sub-Contract Particulars state (against the reference to Article 5) that Article 5 and clauses 8.3 to 8.8 (*Arbitration*) apply.
- [41] Delete all but one of the bodies asterisked.

18 Numbered Documents

The Numbered Documents^[42], for the purposes of this Sub-Contract, are those listed below, a copy of each of which has for identification been numbered sequentially, signed or initialled by or on behalf of each Party and annexed to this Agreement:

-
- [42] The Numbered Documents should comprise all the documents that are intended to be Sub-Contract Documents other than this Agreement, the Main Contract Information Schedule and Design and Build Sub-Contract Conditions DBSub/C. They should include such of the following documents as are applicable:
- Documents showing or describing the Sub-Contract Works, such as:
 - Drawings
 - Specification/Work Schedules
 - The Contractor's Requirements
 - The Sub-Contractor's Proposals
 - Bills of Quantities;
 - Documents referred to in the Main Contract Information Schedule, e.g. the Main Contract Modifications Schedule, the Main Contract Particulars, the Construction Phase Plan and any document referred to in item 1.8, but excluding documents listed in item 1.9 of that Information Schedule;
 - Documents that set out any conditions relating to the execution of the Sub-Contract Works stipulated by the Employer or Contractor including:
 - Sub-Contract Programme Information or Attendance items, if it is not practicable to include them in the Sub-Contract Particulars entries
 - BIM Protocol (if applicable) or other Design Submission Procedure applicable to Sub-Contractor's Design Documents
 - Special Conditions (if any), e.g. as to employment of labour, limitation of working hours, access, use of hoisting equipment etc. that are not shown in the Main Contract Information Schedule or other Numbered Documents referred to in it.
- The Numbered Documents should also include the following, where applicable:
- Sub-Contract Rights Particulars
 - Schedule of rates
 - Sub-Contractor's Designed Works Analysis
 - Sub-Contract Modifications Schedule
 - Priced Activity Schedule
 - Schedule of Daywork Rates
 - Fluctuations Provision (if other than JCT Fluctuations Option A, B or C), with appropriate particulars
 - (If JCT Fluctuations Option B applies) the necessary particulars and basic transport charges list
 - (If JCT Fluctuations Option C applies) the necessary particulars
 - Any separate communications protocol agreed under the Main Contract (so far as applicable for the purposes of the Sub-Contract) or any that is agreed for sub-contracts
 - Particulars for Item 15 (clause 6.7.8), if more conveniently listed in that manner.
- (JCT Fluctuations Options B and C are no longer included in JCT contract documents but continue to be available together with their respective forms of the necessary particulars for sub-contracts on the JCT website www.jctltd.co.uk.)

Attestation

Note on Execution

This Agreement should be executed by both the Contractor and the Sub-Contractor either under hand or as a deed. Where the Sub-Contractor is required to give third party rights to Purchasers or Tenants, a Funder and/or the Employer the Sub-Contract Rights Particulars may require execution as a deed. As to factors that may otherwise be relevant to mode of execution, see the Design and Build Sub-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 Contractor

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of
the Sub-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 Contractor and the other for the Sub-Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Contractor or Sub-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 Contractor or Sub-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 Contractor

namely ¹ _____

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

(Print name of signatory) and _____
(Print name of signatory)

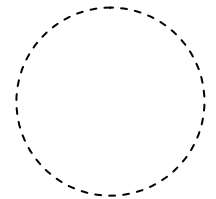
Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal **of the company/other body corporate** ^{2,4}

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** ^{2,5}

Signature Director

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

(D) by attested signature **of the individual** ⁶

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.

SPECIMEN

Executed as a Deed by the Sub-Contractor

namely ¹ _____

(A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2,3}

(Print name of signatory) and _____
(Print name of signatory)

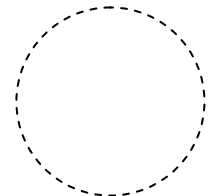
Signature Director Signature Company Secretary/Director

(B) by affixing hereto the common seal **of the company/other body corporate** ^{2,4}

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** ^{2,5}

Signature Director

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

(D) by attested signature **of the individual** ⁶

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.

SPECIMEN

Main Contract Information Schedule

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

1 Main Contract:

- .1 The Employer under the Main Contract is _____
- .2 The Employer's Agent is _____
- .3 The Principal Designer is _____
- .4 The Principal Contractor is *the Contractor/ _____
- .5 The Main Contract Conditions are the Design and Build Contract 2016 Edition^[43] subject to the Main Contract Modifications Schedule (if any) included in the Numbered Documents
- .6 Copies of:
the Main Contract Particulars
* the Construction Phase Plan
are included in the Numbered Documents.
- .7 The Main Contract Particulars have subsequently altered in the following respects:
- .8 The Main Contract Works *are/are not divided into Sections.
(If not shown in the Main Contract Particulars) the Sections into which the Main Contract Works are divided are shown in Numbered Document _____
- .9 Other documents and information relating to the Main Contract which are not included in the Numbered Documents but of which the Sub-Contractor has had a copy or a reasonable opportunity to inspect^[44]:

[43] If any JCT Amendment or Update not included in this edition applies to the Main Contract, that should be stated in the Main Contract Modifications Schedule.

[44] List only such documents as are relevant to the Sub-Contract Works.

2 Programme Information

.1 The earliest starting date and the latest starting date for the Sub-Contract Works to be carried out on site are

(earliest) _____

(latest) _____

.2 the site will be closed on the following dates due to holidays^[45]:

.3 the site will be open for the Sub-Contractor to carry out the Sub-Contract Works from _____ a.m. to _____ p.m. except on any dates stated in item 2.2 and except on

_____.

SPECIMEN

[45] Insert any days when the site will not be open (e.g. Saturdays, Sundays and Bank Holidays).

SPECIMEN



All parties must rely exclusively upon their own skill and judgment or upon those of their advisers when using this document and neither Thomson Reuters (Professional) UK Limited nor its associated companies assume any liability to any user or any third party in connection with such use.

Design and Build Sub-Contract
Agreement 2016

SPECIMEN

