

Intermediate Building Contract 2011

**Intermediate Named Sub-Contract 2011**

(ICSub/NAM/IT, ICSub/NAM/T, ICSub/NAM/A and ICSub/NAM/C)

**Amendment 1**

**Issued March 2015 (Effective from 6 April 2015)**

**CDM Regulations**

<b>Clause number and heading</b>	<b>Action</b>
<b><u>ICSub/NAM/IT</u></b>	
Invitation to Tender	After ‘In preparing your tender full account should be taken of’, <b>delete</b> ‘any enclosed Construction Phase Plan’ and <b>insert</b> ‘the enclosed Construction Phase Plan or extracts from it’
General Information, CDM Regulations	<b>Delete</b> ‘CDM Co-ordinator’ and <b>insert</b> ‘Principal Designer’
<b><u>ICSub/NAM/T</u></b>	
Item T1-4	<b>Delete</b> the existing entry and footnote [31]
Item T1-5	<b>Renumber</b> as -4; <b>Delete</b> ‘(inclusive of the Sub-Contractor’s CDM Planning Period)’
Item T1-6	<b>Renumber</b> as -5; After ‘commence work (see item’, <b>delete</b> ‘T1-5’ and <b>insert</b> ‘T1-4’
Item T1-7	<b>Renumber</b> as -6
<b><u>ICSub/NAM/A</u></b>	
Article 1	<b>Delete</b> ‘with regulations 11, 12 and 18 of the CDM Regulations and in accordance with such instructions as the Architect/Contract Administrator may give for the integration of that design with the design for the Main Contract Works as a whole’ and <b>insert</b> ‘in accordance with the CDM Regulations and such instructions as the Architect/Contract Administrator may give for the integration of that design with the design of the Main Contract Works’
<b><u>ICSub/NAM/C</u></b>	
Clause 1-1	<b>Delete</b> the definition of ‘CDM Co-ordinator’; ‘CDM Regulations’: <b>delete</b> ‘2007’ and <b>insert</b> ‘2015’; ‘Construction Phase Plan’: <b>delete</b> ‘where the project is notifiable under the CDM Regulations, those parts of the construction phase plan for the Main Contract’ and <b>insert</b> ‘those parts of the Construction Phase Plan for the Main Contract that are’; After the definition of ‘Principal Contractor’, <b>insert</b> the following new definition:  ‘Principal Designer:                            the person named as such in the Sub-Contract Documents or any successor appointed by the Employer.’;  <b>Delete</b> the definition of ‘Sub-Contractor’s CDM Planning Period’
Clause 2-1	After ‘Construction Phase Plan and’, <b>delete</b> ‘other’
Clause 2-1-3	<b>Delete</b> ‘11, 12 and 18’ and <b>insert</b> ‘8 to 10’

Clause number and heading	Action
Clause 2.5.3	<b>Delete</b> 'regulations 11, 12 and 18 of the CDM Regulations' and <b>insert</b> 'clause 2.1'
Clause 2.9.2	<b>Delete</b> 'regulations 11, 12 and 18 of the CDM Regulations' and <b>insert</b> 'clause 2.1.3'
Clause 2.14.1	<b>Delete</b> 'in respect of that completed work with clause 3.18.4' and <b>insert</b> 'with clause 3.18.3 in respect of documents and information relating to that completed work'
Clause 2.18	<b>Delete</b> the existing text and <b>insert</b> the following: 'The Sub-Contractor, in addition to his health and safety file-related obligations under clause 3.18.3, shall, before practical completion of the Sub-Contract Works or such works in the relevant Section and without further charge to the Contractor, supply for retention and use by the Contractor and the Employer such NAM Design Documents and related information as may be specified in the Sub-Contract Documents or as the Contractor may reasonably require that show or describe the NAM Designed Works as built or relate to the maintenance and operation of them or their installations.'
Clause 3.3.2.1	<b>Delete</b> the existing text and <b>insert</b> the following: 'each party to the sub-subcontract shall in relation to the Main Contract Works and the site comply with applicable CDM Regulations;'
Clause 3.5.2	<b>Delete</b> 'regulations 11, 12 and 18 of the' and <b>insert</b> 'applicable'
Clause 3.18	<b>Delete</b> the existing text and <b>insert</b> the following:  'Each Party undertakes to the other that in relation to the Main Contract Works and the site he will duly comply with applicable CDM Regulations. In particular but without limitation:  ·1 if the Employer notifies the Contractor of a new appointee as Principal Designer and/or as Principal Contractor, the Contractor shall immediately copy that notification to the Sub-Contractor;  ·2 the Contractor shall ensure that the Sub-Contractor is supplied forthwith with any updates or revisions of the Construction Phase Plan;  ·3 the Sub-Contractor shall at no cost to the Employer or the Contractor comply with all reasonable directions and requirements of the Principal Designer and the Principal Contractor relating to compliance by the Sub-Contractor with applicable CDM Regulations including the supply of all documents and information reasonably necessary for the purposes of the health and safety file; no extension of time shall be given in respect of such compliance.'

## Incorporation of the modifications

The modifications may readily be incorporated in one of two ways:

**either** by amending the Intermediate Named Sub-Contract Tender & Agreement and Conditions in accordance with this Amendment and executing that agreement in its amended form, with each amendment initialled by or on behalf of each party

**or** by attaching this Amendment to the Intermediate Named Sub-Contract Tender & Agreement; and inserting within its form of Sub-Contract Agreement (ICSub/NAM/A) the following further provision in the Articles with the next available number (i.e. normally as Article 7):

**"Article [ \_\_\_ ]: Amendment 1: CDM Regulations – incorporation**

This Agreement and the Sub-Contract Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations."

(that Article in similar fashion being initialled on execution.)