

# Prime Cost Building Contract 2011

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### Amendment 1 Issued March 2015 (Effective from 6 April 2015)

#### CDM Regulations

Clause number and heading	Action
Article 5 heading	<b>Delete</b> 'CDM Co-ordinator' and <b>insert</b> 'Principal Designer'
Article 5	<b>Delete</b> 'CDM Co-ordinator' and <b>insert</b> 'Principal Designer'; <b>Delete</b> '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' and <b>insert</b> 'or such replacement as the Employer at any time appoints to fulfil that role'
Article 6	<b>Delete</b> 'and the SWMP Regulations'; <b>Delete</b> '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' and <b>insert</b> 'or such replacement as the Employer at any time appoints to fulfil that role'
Footnote [7]	<b>Delete</b> the existing text and <b>insert</b> the following: 'Insert the name of the Principal Designer in Article 5 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 6 if that is to be a person other than the Contractor.  Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.'
Contract Particulars, 1-1	<b>Delete</b> the entire entry on 'CDM Planning Period' and footnote [14]
Clause 1-1	<b>Delete</b> the definitions of 'CDM Co-ordinator' and 'CDM Planning Period'; 'CDM Regulations': <b>delete</b> '2007' and <b>insert</b> '2015'; 'Construction Phase Plan': <b>delete</b> the existing text and <b>insert</b> 'the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.'; After the definition of 'Principal Contractor', <b>insert</b> the following new definition:  'Principal Designer:    the Architect/Contract Administrator or other person named in <b>Article 5</b> or any successor appointed by the Employer.'  <b>Delete</b> the definition of 'SWMP Regulations'
Clause 2-1-1	After 'Construction Phase Plan and', <b>delete</b> 'other'
Clause 2-7-2-1	<b>Delete</b> 'for the purposes of regulation 10' and <b>insert</b> 'to be provided to the Contractor under regulation 4'
Clause 2-22	<b>Delete</b> '3-23-4' and <b>insert</b> '3-23 in respect of the supply of documents and information'
Clause 3-9-2-3	<b>Delete</b> the existing text and <b>insert</b> the following: 'that each party to the sub-contract shall in relation to the Works and the Site comply with applicable CDM Regulations;'

Clause number and heading	Action
<b>Clause 3-23 heading</b>	<b>Delete</b> 'Undertakings to comply'
<b>Clause 3-23</b>	<p><b>Delete</b> the existing text and <b>insert</b> the following:</p> <p>'Each Party undertakes to the other that in relation to the Works and Site he will duly comply with applicable CDM Regulations. In particular but without limitation:</p> <ul style="list-style-type: none"> <li>·1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;</li> <li>·2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;<sup>[40]</sup></li> <li>·3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;</li> <li>·4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.' </li></ul>
<b>Footnote [40]</b>	<p><b>Delete</b> the existing text and <b>insert</b> the following:</p> <p>'Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.'</p>
<b>Clause 3-24</b>	<b>Delete</b> the clause heading, number and text

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## Incorporation of the modifications

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

**either** by amending the contract document itself in accordance with this Amendment and executing it in its amended form, with each amendment initialled by or on behalf of each party

**or** by attaching this Amendment to the Contract; and, prior to execution, inserting the following further provision in the Articles with the next available number (i.e. normally as Article 10):

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

This Agreement and the 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.)