

SBCC

Scottish Building Contract
With Contractor's Design
Sectional Completion Edition
May 1999 Edition
(January 2004 Revision)

This Contract is for use when the Contractor is required to complete the Works in Sections and the Employer has issued his requirements to the Contractor who has submitted proposals which include all necessary design work acceptable to the Employer and where an Architect/the Contract Administrator has **not** been appointed to prepare or have prepared drawings, specifications and bills of quantities and to exercise during the contract the functions ascribed to the Architect/the Contract Administrator in the Standard Form of Building Contract. Where only a portion of the Contract Works is to be designed by the Contractor, the SBCC version of the With, Without or With Approximate Quantities, Contractor's Designed Portion ("CDP"), Standard Form of Contracts are available.

Building Contract

between

¹Insert name of company and its registered office if a limited company or if an individual or firm, the name and address of the principal place of business

¹ THE STATE HOSPITALS BOARD FOR SCOTLAND
CREATED PURSUANT TO S.I 1995 N^o 574 (S.43)
LAMPITS ROAD, LANARK ML11 8RF

(hereinafter referred to as "the Employer")

and

¹ SKANSKA CONSTRUCTION UK LIMITED
(COMPANY NUMBER 00191408)
MAPLE CROSS HOUSE, DENHAM WAY,
MAPLE CROSS, RICKMANSWORTH
HERTFORDSHIRE WD3 9SW

(hereinafter referred to as "the Contractor")

²State nature of intended works

WHEREAS the Employer is desirous of obtaining the construction of the following works (hereinafter referred to as 'the Contract Works' as defined in Appendix I hereto)²

PROVISION OF ACCOMMODATION TO SUPPORT
THE DELIVERY OF APPROPRIATE THERAPEUTIC
CARE AT THE STATE HOSPITAL

_____ in phased Sections

at LAMPITS ROAD, CARSTAIRS,
LANARK, ML11 8RP

for which Contract Works he has issued to the Contractor his requirements (hereinafter referred to as "the Employer's Requirements")

and where it is stated in Appendix II, Abstract of Conditions pursuant to the narrative hereof that all the Construction (Design and Management) Regulations 1984 (the "CDM Regulations") apply to the works, the Employer pursuant to regulation 6(1) of the CDM Regulations has in the Employer's Requirements stated whether or not the Contractor will be appointed as the Planning Supervisor;

AND WHEREAS the Contractor has submitted proposals for carrying out the Contract Works (hereinafter referred to as "the Contractor's Proposals") which include the statement of the sum which he will require for carrying out that which is necessary for completing all such works in accordance with the Conditions (which is the Contract Sum stated in Clause 2 hereof), and has also submitted an analysis of that sum (hereinafter referred to as "the Contract Sum Analysis") which is annexed to the Contractor's Proposals;

and the Contractor has in any design he has prepared taken into account the requirements of Regulation 13 of the CDM Regulations; and, where Appendix II, states that all the CDM Regulations apply to the Contract Works and the Employer's Requirements state that the Contractor is to be the Planning Supervisor, the Contractor has in his Proposals taken into account the requirements of Regulations 14 and 15(1) of the CDM Regulations;

AND WHEREAS the Employer has examined the Contractor's Proposals and the Contract Sum Analysis and, subject to the Conditions and, where applicable, the Supplementary Provisions hereinafter contained, is satisfied that they appear to meet the Employer's Requirements³

³Where the Employer has accepted a divergence in the Proposals submitted by the Contractor from the Requirements as issued by the Employer to tenderers, the divergence should be removed by deletion or substitution in the Employer's Requirements before the contract documents are signed.

AND WHEREAS the status of the Employer, for the purposes of the Construction Industry Scheme (CIS) under the Income and Corporation Taxes Act 1988 or any statutory amendment or modification thereof, as at the Base Date is stated in Appendix II, Abstract of Conditions:

*See the notes on JCT 80 Practice Note 27 "The application of the Construction (Design and Management) Regulations 1994 to Contracts on JCT Standard Forms of Contract" for the statutory obligations which must have been fulfilled before the Contractor can begin carrying out the Works.

AND WHEREAS the extent of the application of the CDM Regulations to the Contract Works is stated in Appendix II.⁴

AND WHEREAS if the Employer requires any bond to be on terms other than those agreed between the JCT Limited and the British Bankers' Association, the Contractor has been given copies of these terms.

THEREFORE the Employer and the Contractor HAVE AGREED and DO HEREBY AGREE as follows:

1 The Contractor will, for the Contract Sum, both complete the design for the Contract Works and carry out and complete the construction of the Contract Works.

2 The Employer will pay to the Contractor the sum of SIXTY SEVEN MILLION THREE HUNDRED AND EIGHTY SEVEN THOUSAND & NINETY FIVE POUNDS 30^p (£67,387,095.30)

(hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the Conditions.

3 The Works (as defined in Appendix I hereto) shall be completed in accordance with and the rights and duties of the Employer and the Contractor shall be regulated by:

3.1 The Conditions of the Standard Form of Building Contract With Contractor's Design 1998 Edition, and where so stated in Appendix II, upon and subject to the JCT Supplementary Provisions issued February 1988 which modify said Conditions and the Supplemental Provisions known as the VAT Agreement thereto issued by the Joint Contracts Tribunal Limited.

3.2 The JCT Amendment 1: June 1999 under deletion of any references to Articles, the Appendix and items 1 and 4; JCT Amendment 2: January 2000 under deletion of any references to Articles, the Appendix and items 1 and 5; JCT Amendment 3: January 2001 except that any references to Articles and the Appendix shall all be deemed to have been deleted; JCT Amendment 4: January 2002; and JCT Amendment 5: July 2003.

3.3 The Scottish Supplement forming Appendix I hereto.

3.4 The Abstract of the said Conditions forming Appendix II hereto.

3.5 Appendix III hereto.

3.6 The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis described in Appendix IV hereto,

3.7 Appendix V hereto
all of which are held to be incorporated in and form part of this Contract.

4. CURRIE & BROWN UK LTD
140 WEST CAMPBELL STREET, GLASGOW G2 4TZ

or such other person as the Employer shall nominate in his place for the purpose shall be the Employer's Agent referred to in Clause 5.4 and 11 and, save to the extent which the Employer may otherwise specify by written notice to the Contractor, for the receiving or issuing of such applications, consents, instructions, notices, requests or statements or for otherwise acting for the Employer under any other of the Conditions.

⁵Delete 5 and 6 where only Regulations 7 and 13 of the CDM Regulations apply; see Appendix II

- 5⁵ The term 'the ~~Planning Supervisor~~ ^{CDM Co-ordinator}' in the Conditions shall mean the Contractor

or CURRIE & BROWN UK LTD

of 140 WEST CAMPBELL STREET

GLASGOW G2 4TZ

or in the event of his ceasing to be the Planning Supervisor such other person as the Employer shall appoint as the Planning Supervisor pursuant to Regulation 6(5) of the CDM Regulations.

- 6⁵ The term 'the Principal Contractor' in the Conditions shall mean the Contractor, or, in the event of his ceasing to be the Principal Contractor, such other contractor as the Employer shall appoint as the Principal Contractor pursuant to Regulation 6(5) of the CDM Regulations.

- 7 If any dispute or difference arises under or by reason of breach of this contract either Party may refer it to Adjudication in accordance with Clause 39A.

- 8A Where the entry in Appendix II stating that "Clause 39B applies" has not been deleted then, subject to Clause 7, if any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or in connection therewith shall arise between the Parties either during the progress or after the completion or abandonment of the Works or after the determination of the employment of the Contractor except under Clause 31 (Construction Industry Scheme (CIS)) to the extent provided in Clause 31.9, or under Clause 3 of the VAT Agreement it shall be referred to arbitration in accordance with Clause 39B.

- 8B Where the entry in Appendix II stating that "Clause 39B applies" has been deleted then, subject to Clause 7, if any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or in connection therewith shall arise between the Parties either during the progress or after the completion or abandonment of the Works or after the determination of the employment of the Contractor it shall be determined by court proceedings and Clause 39C shall apply to such proceedings.

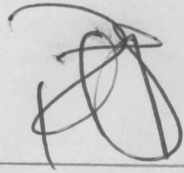
- 9 Whatever the nationality, residence or domicile of the Employer, the Contractor, any Sub-Contractor or supplier and wherever the Works are situated the law of Scotland shall be the law applicable to this Contract.

10 Both parties consent to registration hereof for preservation and execution:

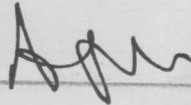
⁶Refer to SBCC
'Note to Users:
Attestation' for
guidance

IN WITNESS WHEREOF⁶

these presents consisting of this and the four preceding pages, together with Appendices I, II, III, IV and V, are executed as follows: they are signed for and on behalf of the said The State Hospitals Board for Scotland by Andreama Adamson, chief executive, who is a person authorised to sign these presents on its behalf at Lanark on 17 January 2008 before this witness, Gordon Craig, chairperson, c/o The State Hospitals Board for Scotland, Lampits Road, Carstairs, Lanark, ML11 8RP and they are signed for and on behalf of the said Skanska Construction UK Limited by Robert Stephen Shed, senior director, who is a person authorised to sign these presents on its behalf at Lanark on 4 February 2008 before this witness, Alexander James MacLeod, c/o Skanska Construction UK Limited, Unit D2, Fairways Business Park, Deer Park Avenue, Livingston, West Lothian, EH54 8AF.



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In addition, both parties sign on pages 21, 26, 28 and 29.