

SBC 2016 Admin

Contract Administration Model Forms

For use with:

Standard Building Contract With Quantities (SBC/Q) 2016

Standard Building Contract With Approximate Quantities (SBC/AQ) 2016

Standard Building Contract Without Quantities (SBC/XQ) 2016

2016

STANDARD BUILDING CONTRACT



**Contract Administration Model Forms (SBC 2016 Admin)
for use with the Standard Building Contract With Quantities (SBC/Q), the Standard Building Contract
With Approximate Quantities (SBC/AQ) and the Standard Building Contract Without Quantities (SBC/XQ)
2016**

The following contract administration model forms are available specifically for use with the Standard Building Contract With Quantities (SBC/Q), the Standard Building Contract With Approximate Quantities (SBC/AQ) and the Standard Building Contract Without Quantities (SBC/XQ) 2016:

- Adjustment of Completion Date
- Practical Completion Certificate
- Section Completion Certificate
- Non-Completion Certificate
- Notice of Intention to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Partial Possession
- Certificate of Making Good
- Architect/Contract Administrator's Instruction
- Statement of Reimbursement of Advance Payment
- Interim Certificate
- Pay Less Notice
- Final Certificate
- Valuation (which can be used with the Interim Certificate, Final Certificate and Pay Less Notice)
- Statement of Retention

These model forms are intended to provide assistance in administering the contract but it is not a substitute for professional advice. Specific advice should be obtained on any issues that may arise.

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ADJUSTMENT OF COMPLETION DATE

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is notification, given by the Architect/Contract Administrator, of an extension of time, as referred to in clause 2.28, and adjustment of the Completion Date for the Works or a Section. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor. This form is not for use with any Pre-agreed Adjustment.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Adjustment of Completion Date (Notification No:)

Under clause 2.28:

(Delete and complete as appropriate.)

[the Architect/Contract Administrator grants the extension of:
(Insert number of days or weeks.)

for [the Works / Section] /

the Architect/Contract Administrator notifies the reduction of:
(Insert number of days or weeks.)

for [the Works / Section] /

the Architect/Contract Administrator notifies that no extension is given

for [the Works / Section]]

and the Completion Date is [now / as previously fixed as]
(Delete as appropriate and insert date. See also clause 1.5.)

The above adjustment to time for completion is the total of the times stated for each of the following Relevant Events and/or Relevant Omissions:
(Insert each Relevant Event/Omission with the time attributable to that event/omission.)

Architect/Contract Administrator's signature:

Date:

Circulated to:

PRACTICAL COMPLETION CERTIFICATE

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the certificate issued by the Architect/Contract Administrator to certify the work is finished, as referred to in clause 2.30. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Practical Completion Certificate

The Architect/Contract Administrator issues this certificate to certify that in its opinion practical completion of the Works has been achieved and the Contractor has complied sufficiently with clauses 2.40 and 3.23 in respect of the supply of documents and information

on
(Insert date.)

which date is the start of the Rectification Period that ends on
(Insert date. See the Contract Particulars (against clause 2.38).)

Architect/Contract Administrator's signature:

Date:

Circulated to:

SECTION COMPLETION CERTIFICATE

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the certificate issued by the Architect/Contract Administrator to certify the work for a Section is finished, as referred to in clause 2.30. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Section Completion Certificate

The Architect/Contract Administrator issues this certificate to certify that in its opinion practical completion of

Section *(Complete as appropriate.)*

has been achieved and the Contractor has complied sufficiently with clauses 2.40 and 3.23 in respect of the supply of documents and information

on
(Insert date.)

which date is the start of the Rectification Period for that Section that ends on
(Insert date. See the Contract Particulars (against clause 2.38).)

Architect/Contract Administrator's signature:

Date:

Circulated to:

NON-COMPLETION CERTIFICATE

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the certificate issued by the Architect/Contract Administrator that the Works or a Section have not been completed by the relevant Completion Date, as referred to in clause 2.31. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Non-Completion Certificate (Certificate No: _____)

The Architect/Contract Administrator issues this certificate to certify that the Contractor has failed to complete

[the Works / Section _____] *(Delete and complete as appropriate.)*

by the relevant Completion Date, which is:

(Insert as appropriate the Date for Completion of the Works or of a Section stated in the Contract Particulars (against clause 1.1) or the Completion Date stated in the Adjustment of Completion Date form or fixed by a Pre-agreed Adjustment.)

This replaces previous Non-Completion Certificate No: _____

dated: _____

Architect/Contract Administrator's signature: _____

Date: _____

Circulated to: _____



NOTICE OF INTENTION TO REQUIRE PAYMENT OF, WITHHOLD OR DEDUCT LIQUIDATED DAMAGES

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is notification given by the Employer, before the date of the Final Certificate, of the intention to require payment of, withhold or deduct liquidated damages for the Works or a Section, as referred to in clause 2.32.1.2. It is to be completed by the Employer and sent to the Contractor and the Architect/Contract Administrator.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Notice of intention to require payment of, withhold or deduct liquidated damages

The Employer notifies the Contractor of the intention to require payment of, or withhold or deduct, liquidated damages for the Works/Sections under clause 2.32.1.2.

Employer's signature:

Date:

Circulated to:

NOTICE TO REQUIRE PAYMENT OF, WITHHOLD OR DEDUCT LIQUIDATED DAMAGES

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the notice given by the Employer, not later than 5 days before the final date for payment of the amount payable under clause 4.26, to state the terms of the liquidated damages, as referred to in clauses 2.32.1 and 2.32.2. It is to be completed by the Employer and sent to the Contractor and the Architect/Contract Administrator. Where the Employer is to withhold or deduct all or any of the liquidated damages payable, this form does not satisfy the Pay Less Notice requirements of clause 4.11.5 for which a separate form is available.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Notice to require payment of, withhold or deduct liquidated damages (Reference: _____)

The Employer notifies the Contractor under clause 2.32.1 that:
(Delete and complete as appropriate.)

[the Employer requires the Contractor to pay liquidated damages
[at the rate stated in the Contract Particulars against clause 2.32.2 / at the lesser rate of £ _____ per _____]
in which event the Employer may recover the same as a debt /

the Employer will withhold or deduct liquidated damages
[at the rate stated in the Contract Particulars against clause 2.32.2 / at the lesser rate of £ _____ per _____]
from sums due to the Contractor]

for the period between the Completion Date and the date of practical completion of:
[the Works / Section _____] *(Delete and complete as appropriate.)*

Employer's signature:

Date:

Circulated to:

NOTICE OF PARTIAL POSSESSION

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the notice given by the Architect/Contract Administrator on behalf of the Employer to identify the part or parts of the Works or a Section taken into possession by the Employer, as referred to in clause 2.33. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Notice of partial possession (Reference:)

The Architect/Contract Administrator, on behalf of the Employer, issues this notice to identify the part or parts of the Works or a Section taken into possession by the Employer under clause 2.33:
(Insert a description of the part or parts taken into possession.)

(‘the Relevant Part’)

on (‘the Relevant Date’)
(Insert date.)

The Relevant Date is the start of the Rectification Period for the Relevant Part that ends on
(Insert date. See the Contract Particulars (against clause 2.38).)

Architect/Contract Administrator's signature:

Date:

Circulated to:

CERTIFICATE OF MAKING GOOD

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the certificate issued by the Architect/Contract Administrator under clause 2.39 or clause 2.35 to certify that the Contractor has put right all the defects, as referred to in clause 2.38, for the Works, a Section or a Relevant Part. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Certificate of Making Good (Certificate No: _____)

The Architect/Contract Administrator issues this certificate to certify that in its opinion the Contractor's obligations under clause 2.38 to make good any defects, shrinkages or other faults, which appeared within the Rectification Period for

[the Works / Section _____ / Relevant Part _____]
(Delete and complete as appropriate.)

and were notified to the Contractor, have been discharged

on
(Insert date.)

Architect/Contract Administrator's signature:

Date:

Circulated to:

ARCHITECT/CONTRACT ADMINISTRATOR'S INSTRUCTION

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is for the Architect/Contract Administrator's instructions, regardless of whether the instructions involve an adjustment to the Contract Sum (SBC/Q or SBC/XQ) or an adjustment to the Ascertained Final Sum (SBC/AQ). It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

STATEMENT OF REIMBURSEMENT OF ADVANCE PAYMENT

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is a statement, given by the Architect/Contract Administrator, setting out the reimbursement of an advance payment made under clause 4.7 and is the attachment referred to in the Interim Certificate and the Final Certificate. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Statement of reimbursement of advance payment

This statement relates to [Interim Certificate (No:) / Final Certificate]
(Delete and complete as appropriate.)

Total amount of advance payment	Reimbursement on this application	Total previous reimbursement	Cumulative reimbursement*
£	£	£	£

*The cumulative reimbursement figure should be entered on the relevant Certificate.

Architect/Contract Administrator's signature:

Date:

Circulated to:

INTERIM CERTIFICATE

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the Interim Certificate issued by the Architect/Contract Administrator not later than 5 days after each due date, as referred to in clause 4.9 of the contract. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Interim Valuation Date:

(Insert date as referred to in the Contract Particulars (against clause 4.8). See also clause 1.5.)

Due date:

(Insert date 7 days after the above Interim Valuation Date. See also clause 1.5.)

Final date for payment:

(Insert date 14 days from the due date. See also clause 1.5.)

Interim Certificate (Certificate No:)

This Interim Certificate is issued under clause 4.9 of the contract.

Gross Valuation attached (Valuation Reference:) £

Less Retention, as shown in the attached Statement of Retention (£)

Less cumulative reimbursement of advance payment (where applicable), as shown in the attached Statement of reimbursement of advance payment (£)

Less total of amounts stated as due in previous Interim Certificates (£)

Less total of sums paid in respect of any Payment Notice, pursuant to clause 4.10, given after the issue of the latest Interim Certificate (£)

Amount due for payment £

The sum certified is:
(State amount due for payment in words.)

Note: Amounts stated shall be the VAT exclusive amount and the Employer shall in addition pay the amount of VAT properly chargeable. This is not a tax invoice.

Architect/Contract Administrator's signature:

Date:

Circulated to:

PAY LESS NOTICE

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the Pay Less Notice given to the Contractor by the Employer or on behalf of the Employer by the Architect/Contract Administrator or the Quantity Surveyor not later than 5 days before the final date for payment, if the Employer intends to pay less than the amount stated as due in a Payment Certificate or Payment Notice, as referred to in clauses 4.11.5 and 4.12.1. This form does not satisfy the notice requirements of clause 2.32.1 for which a separate form is available.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Pay Less Notice

This Pay Less Notice, as referred to in clauses 4.11.5 and 4.12.1 of the contract, is given to the Contractor by the [Employer / Architect/Contract Administrator / Quantity Surveyor] *(Delete as appropriate.)*

in respect of:
(Delete and complete as appropriate.)

[Interim Certificate (No. _____ dated _____) /
Final Certificate /
Payment Notice (Reference _____ dated _____)]

The payer considers that the sum that is due to the Contractor on the date this notice is given is:
(State amount in figures and words.)

£

The basis on which the above sum is calculated is set out:
(Delete and complete as appropriate.)

[below: / in the attached calculation (Valuation Reference:)]

Final date for payment:
(Insert date stated as such in the relevant Certificate or Payment Notice or, where applicable, the date as postponed in accordance with clause 4.11.4. See also clause 1.5.)

Employer's signature:

or on behalf of the Employer
[Architect/Contract Administrator's / Quantity Surveyor's] signature:
(Delete and complete as appropriate.)

Date:

Circulated to:

FINAL CERTIFICATE

For use with:
JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is the Final Certificate issued by the Architect/Contract Administrator within the 2 month period referred to in clause 4.26.1 of the contract. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Due date:

(Insert the date of issue of this Final Certificate or where this certificate is not issued within the 2 month period referred to in clause 4.26.1, the last day of that period. See also clause 1.5.)

Final date for payment:

(Insert date 14 days from the due date. See also clause 1.5.)

Final Certificate

This Final Certificate is issued under clause 4.26 of the contract.

Contract Sum, adjusted as referred to in clause 4.26.2.1 (SBC/Q or SBC/XQ) or Ascertained Final Sum, calculated as referred to in clause 4.26.2.1 (SBC/AQ), as shown in the attached calculation (Valuation Reference:) £

Less total of amounts stated as due in Interim Certificates (£)

Less cumulative reimbursement of advance payment (where applicable), as shown in the attached Statement of reimbursement of advance payment (£)

Less any amount paid in respect of any Payment Notice, as referred to in clause 4.26.2.2 (clause 4.15.4), given after the issue of the latest Interim Certificate (£)

Amount due £

The sum certified is:
(State amount due in words.)

as the balance due [to the Contractor from the Employer / to the Employer from the Contractor]. (*Delete as appropriate.*)

Note: Amounts stated shall be the VAT exclusive amount and the payer shall in addition pay the amount of VAT properly chargeable. This is not a tax invoice.

Architect/Contract Administrator's signature:

Date:

Circulated to:

VALUATION

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form can be used with the Interim Certificate, Final Certificate and Pay Less Notice.

Valuation (Reference:)

Interim Valuation Date: (Complete as appropriate.)

Work properly executed

Items of work <i>(For the purposes of ascertaining the release of Retention for those works where a Section Completion Certificate or a notice of partial possession has been issued, such items of work should be separately identified.)</i>	£ value of work	% of work complete	£ value of work included

A. Total value of work executed £

Variations excluding reinstatement work under clause 6.13.4, as referred to in clause 4.14.2.4

No's	£ omission	£ addition
Sub-total	£	£

B(1). Cost of Variations (£addition minus £omission) £

Provisional Sums

Provisional Sum items	£ amount included in tender	£ amount expended

B(2). Cost of Provisional Sums £

Site Materials

Items	£ amount

B(3). Value of Site Materials £

Listed Items	
Items	£ amount
B(4). Value of Listed Items	£
Sub-total (sum of B(1) to B(4))	
B. Sub-total (sum of B(1) to B(4))	£
Fluctuations Provision for clause 4.14.1	
C. Net adjustment, if any	£
Acceleration Quotation for which there has been Confirmed Acceptance	
D. Cost, if any	£
Valuation total subject to Retention (sum of A, B, C, D)	
E. Valuation total subject to Retention (sum of A, B, C, D)	£
Amounts payable at 100% (without Retention)	
Items <i>(Insert applicable item under clause 4.14.2 and state relevant clause.)</i>	£ amount
F. Additions under the contract	£

Deductions under the contract

Items <i>(Insert applicable item under clause 4.14.3 and state relevant clause.)</i>	£ amount

G. Deductions under the contract £

Valuation total not subject to Retention (F minus G)

H. Valuation total not subject to Retention (F minus G) £

Gross Valuation (sum of E and H)

Gross Valuation (sum of E and H) £

STATEMENT OF RETENTION

For use with:

JCT Standard Building Contract With Quantities (SBC/Q) 2016
JCT Standard Building Contract With Approximate Quantities (SBC/AQ) 2016
JCT Standard Building Contract Without Quantities (SBC/XQ) 2016

This Form is a statement, given by the Architect/Contract Administrator, specifying the amount of Retention deducted and (where relevant) released, as referred to in clause 4.17.2, and is the attachment referred to in the Interim Certificate. It is to be completed by the Architect/Contract Administrator and sent to the Employer and the Contractor.

Employer's name:

Address:

Email:

Contractor's name:

Address:

Email:

Architect/Contract Administrator's name:

Address:

Email:

Job reference:

The Works:

Address:

Date of the contract between the Employer and the Contractor for the Works:

Contract: [SBC/Q / SBC/AQ / SBC/XQ] *(Delete as appropriate.)*

Statement of Retention

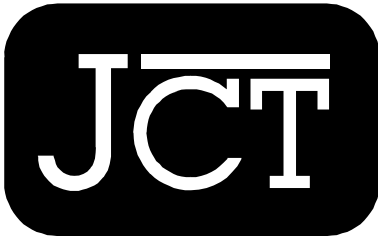
This statement relates to Interim Certificate No:
(Insert Certificate No.)

Retention Percentage	Amount subject to Retention	Amount of Retention
Retention Percentage under clause 4.19.1 % (Insert percentage stated in the Contract Particulars (against clause 4.19.1)).	£	£
Half Retention Percentage under clause 4.19.2 %	£	£
Nil Retention Percentage (where a Section or Relevant Part has a Certificate of Making Good issued for that work) 0 %	£	£
Total Retention		£

Architect/Contract Administrator's signature:

Date:

Circulated to:



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