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## The RIAI Standard Form of Contract 2012 Edition: a Review

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# **THE RIAI STANDARD FORM OF CONTRACT - 2012 EDITION:**

## **A REVIEW**

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### **Introduction**

The RIAI ‘yellow’ and ‘blue’ Forms of Contracts have been recently amended and published as the 2012 edition. The yellow form where quantities form part of the contract is identical to the 2011 edition and has been republished as the 2012 edition. The 2011 version superseded the 2002 version. This paper reviews and synopsis the provisions of the 2012 RIAI ‘yellow’ form of contract and identifies the changes to the 2002 edition. The principle changes from the 2002 edition are:

- Value Added Tax is removed from the Contract Sum as are other references to VAT within the Contract.
- Prompt payment discount on Prime Cost Sums is removed as are references to trade discounts
- Acts of Terrorism is added to the list of exclusions in both Public Liability and All Risks Insurance
- Former loose addenda sheets are now incorporated in the document. (Royal Institute of Architects of Ireland, 2012)

### **Standard Forms of Contract**

*‘Buildings cost money – lots of it’* (Kirkham, 2006) Construction is complex and intense in nature and is frequently carried out over a long period of time. In addition the priorities of clients, designers and contractors differ and are occasionally conflicting. The possibility of disputes arising in these circumstances is high.

Although contracts can be made by word of mouth or by conduct, it is difficult to prove what has been said or done unless some form of record has been kept. In order to succeed in an action in contract, the burden of proof rests on the claimant to show,

that on the balance of probabilities, his or her case is valid. It is very important therefore, that a record of the bargain struck by the parties, the details of the work, and the rights and obligations of the parties are clearly expressed in writing. Failure to do so often leads to litigation.

It is possible, but impractical and uneconomic to develop a separate contract to suit each individual project. A number of standard forms have, therefore, been published which reflect the perspectives of the various stakeholders within the Industry. Clamp, Cox and Lupton (2007 p. 17) state that '*the increasing range and scale of work, has led [in the UK] to a proliferation of alternative forms of building contract, both standard and purpose drafted*'. In Ireland the situation, however, is less complicated and the choice of contract depends primarily on whether the project is in the private sector or in the public sector. Private sector building construction projects are typically carried out under the RIAI Standard Form of Building Contract.

The contract fixes the agreement between the parties. Standard Forms are specifically designed to suit the construction process and provide a pragmatic approach to dealing with common construction issues. The terms of the contract lay down how risks are allocated between the parties and the principles by which conflicting interests of the parties are settled. The Conditions of Contract are based on long experience of the construction process and '*incorporate the wisdom of generations*' (O'Connell as foreword in Keane, 2001). For example, variations are specifically allowed so that work does not have to be 100% pre-defined. The Forms are, nevertheless, organic and are regularly updated to reflect changing practice within the Industry and the Law.

An important feature of standard forms is that they are usually agreed between the bodies representing client interests, the construction industry, and the professions. This results in what is perceived to be a balanced allocation of risks between the parties to the building contract. It is possible, however, for individual clauses to be deleted but this practice should be kept to a minimum, as the form would no longer be standard and its benefits would be reduced. In addition courts will read changes to a contract as *contra proferentem*. This means that the least favourable interpretation of a document should be taken against the person imposing the changes in the document.

A survey carried in the UK for *The Latham Report* (1994) found that the main strengths of using standard contractual arrangements were that they were well

known/established and that they are fair. Using standard forms allows all parties to become familiar with the documents and become aware of their rights and obligations under the contract; this provides greater clarity in the event of disputes. The above survey also identified the main weaknesses of standard forms as encouraging conflict/litigation, being insufficiently clear, and creating a high level of mistrust.

## **The RIAI Standard Form of Contract**

The RIAI contract is published in two editions. The ‘*with quantities*’ commonly known as the ‘yellow’ form is used on substantial projects which are over €500,000 at 2006 prices (Liaison Committee, 2006) This form is used where a bill of quantities is provided to contractors. The ‘*without quantities*,’ known as the ‘blue’ form is used on smaller projects based drawings and specifications. The contractor measures the quantities when using this form. The forms are divided into two distinct sections: the articles of agreement and, the conditions of contract.

## **The Articles of Agreement**

The Articles of Agreement ‘*is the basic contract*’ (Keane, 2001) and state the formal agreement between the Employer and the Contractor to execute the work according to the contract documents for the contract sum. The Articles set out the essentials of the contract: the Works; the Contract Sum; the Date of the Agreement, and the Contract Documents. They identify the Employer’s agents: the Architect and the Quantity Surveyor and set out arrangements for replacing them. The Works are typically described in very basic terms.

The Articles differ depending on whether or not a Bill of Quantities is included in the Contract Documents. The ‘yellow’ version of the RIAI form is used where quantities form part of the contract and in these instances a priced Bill of Quantities will form part of the Contract Documentation. Where quantities do not form part of the contract the ‘blue’ version is used, and the contract is entered into on the basis of the Drawings and Specifications. Apart from the colour, and the word DO NOT (form part of the contract) the forms are identical.

Article One states the Contractor’s duty, to build:

*“For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed hereto execute and complete the Works*

*shown upon the Contract Drawings and/or described in the Specification, Bills of Quantities and Conditions all of which together with this agreement are hereinafter referred to as the 'Contract Documents'".*

Article Two states the Employers corresponding duty, to pay:

*"The Employer will pay the Contractor the sum of (hereinafter referred to as the Contract Sum) or such other sum as shall become payable by virtue of the said Conditions at the time and in the manner specified in the said Conditions"*

Articles Three and Four identify the Architect and the Quantity Surveyor. The Contractor is entitled to object to a re-nomination of the Architect or Quantity Surveyor, but an Arbitrator must consider that there is a valid reason for such objection (Keane 2001).

The parties may either sign or seal the Contract. The primary difference is that a signed (simple) contract binds the parties for six years after completion of the contract, whereas a sealed contract binds them for twelve years.

## **The Conditions of Contract.**

The Conditions of Contract represent the terms under which the work is to be undertaken. They are the detailed arrangements which regulate the relationship between the employer, architect, quantity surveyor and contractor and describe their powers, duties and responsibilities. The following is a précis of the provisions.

### ***1. Definitions***

This clause sets out the Designated Date which provides a base date from which any increase in wage or material prices can be measured. Saturdays, Sundays, statutory holidays and Good Friday together with the builders registered holidays are not counted as working days. A new clause is added at 1( c ) dealing with the treatment of VAT.

### ***2. Scope of Contract***

The contractor must complete the works in accordance with the Contract Documents to the satisfaction of the Architect. The contractor must also comply with Architects Instructions regarding:

- modifying the design, quality or quantity of the works;
- correcting discrepancies between the contract documents;
- removing materials from site,
- opening up covered work,
- condemning work and having it redone,
- postponing work,
- dismissing people for incompetence or misconduct,
- remedying defects,
- any other proper matters.

Instructions may involve variations or loss and expense. The cost implications of these are added to or deducted from the Contract Sum. If the Contractor doesn't comply with an Instruction the Employer can arrange for someone else to do it and charge the Contractor for it.

### ***3. Drawings and Bill of Quantities.***

Where a Bill is a contract document it must be in accordance with ARM4. Errors in Bills do not vitiate the contract but are rectified. Unnecessary remeasurement is paid for by the Contractor. Where a Bill is not a contract document the Contract Sum is based on the Drawings and Specification. The contractor provides a Schedule of Rates or a priced Bill (if provided)

The Contract Documents are retained by the Architect and copies are provided to the Contractor. The Contractor must keep a copy of the drawings and specification on site. The Contractor's rates are confidential and are not to be divulged to others. All documents the property of the Contractor to be returned to him on request.

### ***4. Variations arising from Legislative Enactments***

The Contract Sum is adjusted for increased or decreased costs due to legislation such as changes in VAT or duties.

### ***5. Contractor to Provide Everything Necessary***

The Contractor must complete the job to the true intent and meaning of the Contract Documents. This may nevertheless result in extra costs.

### ***6. Local and Other Authorities Notices and Fees***

The Contractor must pay all fees legally demandable such as planning, building control, health and safety etc. These are covered by a provisional sum in the Bill. The Contractor is to notify and obtain an Architect's Instruction regarding variations necessitated by notices. The Contractor can proceed with the work conforming to the notice if not instructed after five working days and such works are treated as a variation.

### ***7. Setting out of Works***

The Architect must supply the Contractor with setting out information, however, the Contractor is responsible for the actual setting out and any errors in setting out must be made good at his own expense.

### ***8. Materials and Workmanship to Conform to Description***

Materials and Workmanship are to conform to the Contract Documents. The Contractor may be asked for proof of this compliance. Testing fees are added to the Contract Sum unless they relate to failures.

### ***9. Work to be opened up***

Opening up work is carried out at the expense of the party at fault. Urgent work is to be inspected promptly by the Architect.

### ***10. Foreman***

The Contractor must have a competent person in charge. Instructions are given to the Contractor through him.

### ***11. Access to Architect to Works***

This Clause stipulates that the Architect and any person authorised by him have the right to access the works.

### ***12. Clerk of Works***

A Clerk of Works can be appointed by notification as an inspector at any stage during the Works and is paid for by the Employer. The Contractor can object to the appointment.

### ***13. Ascertainment of Prices for Variations***

Variations shall not vitiate the contract. The Contractor must confirm oral instructions within five days and is deemed to be given in writing unless dissented from by the Architect. Variations shall be valued without undue delay in accordance with the following rules:

- agreement,
- Bill rates if similar in character and conditions,
- based on Bill rates if reasonable in dissimilar situations,
- fair valuation based on market rates if there are no appropriate Bill rates
- daywork as tendered or SCS/CIF agreement

### ***14. Omissions***

The Contractor may be compensated for loss in the event of extensive omissions. The Contractor is also entitled to 10% of the credit on the builders work element of the contract where there is a net omission in this section of the account.

### ***15. Assignment or Sub-Letting***

Written consent required to assign the work and written permission required from Architect to sublet the work.

### ***16. Nominated Sub-Contractors***

This Clause covers work by firms selected by the Architect but employed by Contractor. The Contractor may make reasonable objections to such appointment or will the nominated subcontractor does not indemnify the main contractor. The Contractor shall pay the Nominated Subcontractor within 5 working days of receiving payment. The Employer can pay the Nominated Subcontractor direct if the Main contractor doesn't pay. Early final payment can be made to a Nominated



Subcontractor provided Main Contractor is indemnified. Nevertheless the Employer is in no way liable to Nominated Subcontractor.

The 2002 edition provision for cash discounts has been removed from the 2012 Contract.

### ***17. Nominated Suppliers***

These are for materials or goods from a firm selected by the Architect

### ***18. Provisional Sums***

Such sums are spent in whole or part at the disposal of the Architect. If spent on Nominated Subcontract work or Nominated Suppliers it is treated as a P.C. Sum

### ***19. Prime Cost Sums***

Are for payments by Contractor to Nominated Sub-Contractors or Suppliers and are net excluding VAT and discounts. The Architect directs payment of P.C. Sums and is adjusted in the Final Account.

The 5% prompt payment discount included in the 2002 edition has been removed from the 2012 version

### ***20. Independent Contractors, Artists and Tradesmen.***

The Employer can employ direct contractors to do work not specified in the contract. They are paid by Employer who is to indemnify Contractor. The Contractor can object to such appointments

### ***21. Liability, Indemnity and Insurance for Damage to Persons and to Property***

The Contractor must indemnify the Employer for all risks and for injury to persons and property. This indemnity does not cover damage caused by the Employer's, or his direct employee's negligence. Damage to property does not refer to the Works themselves.

#### ***21b Insurance Against Damage to Persons and Property.***

The Contractor must carry Public Liability, Employers Liability and Motor Insurance to cover the indemnity given to the employer in Clause 20. These policies are to remain in place for 18 months following Practical Completion and further policies

must be taken out if return visits are required after this date. OR. The Employer may arrange the Public Liability insurance instead of the Contractor. The Contractor must take out the Employers Liability and Motor policies. There is no cover if the event causing the loss is not an accident, or is a permitted exclusion, or is not covered by the insurance policies.

## ***22. All Risks Insurance***

Either the Contractor or Employer must insure Works against damage through all risks (except permitted exclusions) for full reinstatement value including the % for fees & site clearance stated in the Appendix. The Contractor is to make good damage. The insurance compensation less the Amount for Professional Fees is paid into a joint account. Payment from this account is by Architect's certificate but is not subject to retention. If the contractor has arranged the insurance which fails to cover the full cost of the reinstatement then the contractor will bear the shortfall. The Employer is not liable to pay for work not covered by insurance. If the Employer is responsible for All Risks insurance but the payment results in a shortfall in cover then he must make up the shortfall and pay this to the contractor. If the reinstatement work is varied and there is a balance left, including interest, this is paid to the Employer.

## ***23. Contractor's Insurance Policies***

Insurers are to be approved by either the Employer or Contractor as appropriate. The All Risks Insurance is a Joint Names Policy. The Contractor / Employer must comply with the conditions of the respective insurance policies. Insurance policies may contain only the specified excluded items. RIAI/CIF/SCSI to issue permitted wording exclusions. The Contractor or Employer is to produce policies and premium receipts for inspection. In default the other party may insure and recover the premium from the defaulting party.

Pollution and contamination from asbestos found in new building is added to the exclusions for Public Liability and All Risks and. Acts of Terrorism is added to exclusions for Public Liability in the 2012 edition.

## ***24. Damage due to Excluded Risks***

The Contractor is not liable for damage due to an excluded risk. Either party can determine the contract within 20 working days of the occurrence of an excluded risk if

it is just and equitable to do so. If the parties cannot agree on whether it is just and equitable then an Arbitrator may be appointed. If it is decided to continue with the works the contractor shall make good the loss and or damage which will be deemed to be a variation.

***25. Damage due to Design***

The Contractor must make good damage due to his own or domestic sub-contractor's, but not nominated subcontractor's defective design. Note notwithstanding 23(d)(iii) "damage due to design" is an excluded item.

***26. Responsibility for Existing Structures.***

It is the sole responsibility of the Employer to insure the existing structures and contents for stated risks (fire, storm, tempest, etc.). The Contractor must indemnify the Employer against damage to contents which are not the Employer's. The Employer must insure the existing structure from commencement to end of the Defects Liability Period and show the Contractor the policy. The Contractor can insure the existing structures and contents if the Employer does not do so, and charge him the additional premium. The Employer cannot recover any consequential loss resulting from any noted perils in this Clause from the Contractor. Additional works or variations requested after Practical Completion are considered to be work in existing buildings and must be covered under this clause.

***27. War Damage***

The Contractor is in no way responsible for such damage.

***28. Dates for Possession and Completion***

The site is given to Contractor on the Date for Possession stated in the Appendix and he must complete the Works by Date for Completion. If the Date of Possession is deferred then Contractor is entitled to compensation.

***29. Damages for Non-Completion.***

The Employer may apply Liquidated and Ascertained damages if the Contractor does not complete on time or within any extended time awarded. Where the Contractor fails to achieve this, The Architect must issue a Certificate of Non Completion stating

that it should reasonably have been finished. If the delay is caused by the Employer the Architect shall extend the contract period and the Contractor may be entitled to damages.

### ***30. Delay and Extension of Time***

The contract can be extended because of:

- force majeure;
- delayed possession;
- exceptionally inclement weather;
- events covered by the insurance clauses;
- strike or civil commotion;
- architect's Instructions;
- late instructions or information;
- inability to secure labour or materials;
- delays by Employer's direct employees, and/or,
- other delays caused by the Employer.

The Contractor must immediately notify the Architect and use his best endeavours to mitigate the delay. The Architect will take account if the Contractor has contributed to the delay.

### ***31. Practical Completion and Defects Liability***

The Certificate of Practical Completion is issued when the Works are 'practically complete' and can be taken over and used by the Employer for their intended purpose and any outstanding items are trivial. The Defects Liability Period starts the next day. The Contractor must make good defective materials and workmanship. The Architect must give a final list of defects not later than 20 working days after the end of the Defects Liability Period.

### ***32a Partial or Phased Possession***

If the Employer takes possession of part of the works with the Contractor's consent; then the Architect shall issue a Certificate of Partial Possession at least three working days before possession describing the relevant part and plus its estimated value and its percentage of the contract sum. Two days after the Certificate the part is at the sole risk of the Employer who must fully insure it. Sums for non-completion (Liquidated Damages) are reduced pro-rata the percentage of the total Contract Sum. The Architect must certify Practical Completion of the relevant part and the Defects Liability Period follows. The Contractor must make good defects in the relevant part (as in the Defects Liability clause). When these are rectified the Architect issues a Certificate of Making Good Defects to that effect. Half retention released on relevant part.

### ***32b Damage Due to Use Occupation or Possession by the Employer***

If the Works are damaged by the Employer's use or occupation and they are not effectively insured by the All Risks policy, this may result in a void or voidable contract. Then this damage will be considered as an Excluded Risk as Clause 24. And the Employer will have no claim against the Contractor.

### ***33. Determination of Contract by Employer***

If the contractor:

- suspends the work without cause or,
- fails to proceed diligently or,
- persistently refuse to carry out Instructions or,
- fails to build in accordance with the contract or,
- seriously breaches the contract;

the Employer may notify the Contractor specifying the default and if this continues for 10 days he can fire the Contractor within the next 10 days. The Contractor is not allowed to move anything off-site unless the Employer does not take possession within a month. If the Contractor becomes bankrupt then the Employer can determine the contract. The Employer may then:

- employ a completion contractor to complete the works and may use all materials, plant etc.
- require the original Contractor to assign the benefit of subcontracts and supply contracts to the completion contractor,
- require the original Contractor to remove all items from site; otherwise the Employer can sell them,
- refuse to pay the original contractor any more money until all expenses of the Employer have been met. There may then be a balance due to the original Contractor.

The Architect may secure the site as soon as the letter of notice is sent and the Contractor is not allowed to remove anything. The cost of the additional security is paid by the original Contractor or the bondsman.

#### ***34. Determination of Contract by Contractor***

If the Employer does not pay the Contractor, the Contractor may notify the Employer of the default. After five days the Contractor can suspend the works for a further ten days. If payment is not made within this period he may determine his own employment. If payment is made then the period for completion is extended by two times the suspended period.

If the contract is determined, the Contractor will remove all materials and plant and the Employer pays the:

- Contract value of the completed works, subject to Clause 13,
- value of work in progress but not completed,
- value of materials actually paid for or legally bound to be paid,
- reasonable costs of removal,
- loss of profit.

The Contractor has a lien on unfixed materials for the works.

### ***35. Certificates and Payments.***

On the issue of the Letter of Intent or signing of the Contract the Employer deposits two months average payment into a Joint Names Guarantee Account. The Guarantee account is used to pay the Penultimate or Final Certificate. Payment from the Guarantee Account is made only on foot of an Architects Certificate. **Or**, the Employer provides a bank certificate confirming there are adequate funds to meet the cash flow and guarantees payment of outstanding Certificates.

The Contractor is entitled to interim payments. Work is to be certified and paid for within the time stated in the Appendix. Interim payment shall be the gross valuation of the duly executed work less retention; defects and liquidated damages and previously certified sums. The value of duly executed work includes preliminaries, variations, fluctuations, contractual claims and materials on site for incorporation into the works. Unfixed materials and goods included in any payment become the property of the Employer. Payment for materials off site is at the discretion of the Architect provided the stipulated conditions are rigidly adhered to.

The normal procedure is: The Contractor prepares a detailed progress statement and submits this to the QS. The QS checks this and recommends a certificate payment to the Architect. The Architect certifies within 5 working days the amount due to the Contractor. The Certificate states the amount to be paid to nominated subcontractors. The Employer pays the Contractor within seven working days of the issue of the Certificate. The Architect or QS explains any difference to the Contractor. The Contractor pays subcontractors within 5 days under the standard form of subcontract.

Retention is normally a percentage of the executed work but may be limited to a particular amount stated in the Appendix. There are options as to how to deal with retention:

- Retention held by the Employer during the construction phase of the project is held on trust for the Contractor. The Employer is not obliged to invest this. One moiety (half) of the retention is released on practical completion. The balance is released in the Final Certificate. This is the most common approach.
- OR,

- On the issue of the Certificate of Practical Completion the Contractor is required to provide a retention bond and the retention shall be released in full or
- The retention is invested in an interest earning Joint Account on behalf of the Contractor who is entitled to the interest earned on the account.

The Final Account procedure is as follows: All information necessary to enable the Architect to calculate the Final Account to be submitted within three months of Practical Completion. The same time limit applies to nominated subcontractors. Following submission of all necessary documentation the measurement and valuation of the Works proceeds and must be completed within the Period of Final Measurement stated in the Appendix. There is a provision to enable the Architect to accept late information from the Contractor regarding the Final Account. Such late information will extend the Period of Final Measurement. The Final Certificate should be issued within ten days after whichever is the latest:

- the completion of making good of defects or,
- the period of Final Measurement or,
- the end of the Defects Liability period.

On completing this process the Architect will issue notice to the Contractor and Employer of his/her intention to issue the Final Certificate. The Architect will then issue the Final Certificate unless notice of Arbitration is served within ten days. The Final Certificate states the:

- previous payments made and the amount of Retention released at Practical Completion and,
- adjusted Final Account amount,
- any balance due less any deductions authorised under the contract.

Any balance due either to the Contractor or Employer is classed as a debt payable ten days following of issue of the Final Certificate. The Final Certificate is conclusive that the Works have been carried out properly and completed in accordance with the Contract Documents unless there is:



- fraud, dishonesty, or fraudulent concealment relating to the works or any matter dealt with in the Final Certificate.
- latent defects or omissions

Interim Certificates are not conclusive evidence that works, materials or goods are in accordance with the Contract. Failure by the Architect to issue a Final Certificate will entitle the Contractor to interest on the balance due. If the Employer fails to pay within the time stipulated the Contractor is entitled to charge interest.

### ***36. Wage and Price Variations***

This clause requires a supplement to help its understanding. The prices in the Bill of Quantities are deemed to be set at the Designated Date set out in the Appendix. If wages and other emoluments, plant costs, and/or insurance costs rise, the extra costs can be recovered. The prices of materials at the time of the tender are deemed to be market prices and a list of such basic prices may be required. If prices increase during the course of the contract the increases are recoverable. If there is a substantial increase in the price of any goods the Contractor shall give notice in writing to the Architect within a reasonable time of becoming aware of the of an increase. The Contractor can apply for payment of increases in the interim progress applications. At Practical Completion all the relevant documentation can be submitted within the three month period Details of increases or decreases are to be set out in a “detailed statement”. Sub-contract elements are equally applied. The Architect assesses the correctness of the statement of increases and certifies this in the next Certificate.

This clause contains a number of amendments since the 2002 edition and subclauses have been renumbered accordingly

### ***37. Collateral Agreements***

The purpose of this Clause is to enable the Employer to have a contractual link to nominated sub-contractors. The agreement is set out in a standard format and published by the RIAI but may be amended to suit the Employer and such amendments are deemed to be within the “standard format”.

### **38. Disputes Resolution**

The purpose of this Clause is to provide a mechanism for resolving disputes or disputes under a number of headings. A dispute is initially referred to Conciliation and if settlement is not reached it is referred to Arbitration. Action can be initiated:

- During progress of the works.
- After the determination of the Employment of the Contractor.
- Abandonment or breach of the contract.

The cause of action can be due to

- Any matter or thing arising under the Contract.
- Withholding of any Certificate by the Architect to which the Contractor may feel entitled.

Either party must give notice forthwith of dispute or difference and such notice is classified as a referral to Arbitration. The Arbitration is final and binding on both parties. Except for matters relating to a change of Architect or Surveyor or on the question of Certificates, Arbitration will not be initiated until after Practical Completion, unless the Employer and Contractor both consent in writing to proceed earlier. The Arbitrator has power to:

- Open up, review and revise any opinion, decisions, requisition or notice.
- Determine all matters in dispute subject to what was submitted to him as per original notice of dispute.

The controlling legislation is the Arbitration Act 2010. The Arbitration Act (Northern Ireland) 1996 and any Act amending same.

### **The Appendix**

The purpose of the appendix is to gather together the various items which might vary from contract to contract, and thereby to simplify the task of reference.. There are seventeen items in the RIAI form that require to be completed. Each item has a clause reference.

- 1 Designated Date

- 2 Percentage for Professional Fees (if not stated, 12.5%)
- 3 Cost of Site Clearance
- 4 Minimum sum for Public Liability Insurance (if not stated €13,000,000)
- 5 Minimum sum for Employers Liability Insurance (if not stated €3,000,000)
- 6 Date for Possession
- 7 Date for Completion
- 8 Liquidated and Ascertained Damages
- 9 Defects Liability Period
- 10 Guarantee Account
- 11 Period of Interim Certificates (if not stated, 4 weeks)
- 12 Time for Issue of Interim Certificates by the Architect (if not stated, 5 working days)
- 13 Percentage of Certified Value Retained (not to exceed 10%)
- 14 Limit of Retention Fund
- 15 Joint Account Retention Fund
- 16 Period of Final Measurement (if not stated, 10 working days)
- 17 Period for Serving Notice of Arbitration (if not stated, 10 working days)

## **Supplements**

The Contract contains four supplements

- Permitted wordings of the exclusions in Clause 23(e) regarding the Contractor's insurance policies
- Text for Retention Bond referred to in Clause 35(f)(i)
- Conciliation Procedures referred to under Clause 38
- A supplement setting out the meaning of wordings in Clause 36 Wage and Price Variations.

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