

APPENDIX “A”

DETAILED TERMS OF THE
CONDITIONS OF CONTRACT

ItemAPPENDIX AARTICLES OF AGREEMENT
AND CONDITIONSForm of Contract

- A The Conditions of Contract shall be based on the Measured Term Contract (MTC), 2016 Edition as issued by the Joint Contracts Tribunal, incorporating all published Amendments as issued by the Joint Contracts Tribunal at the date of tender.

Articles of Agreement

- B The Articles of Agreement are to be made between The Horniman Public Museum & Public Park Trust (the Employer) and the contractor awarded the building contract (the Contractor).

Recitals

- C First Recital: The recital will state that the Employer requires Fire stopping works to the internal building fabric at The Horniman Museum and The Museum Study Collection Centre
- D Second Recital: The recital will state that the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and The Employer has accepted that offer
- E Third Recital: The recital will state that the Employer has appointed a Contract Administrator to issue orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions
- F Fourth Recital: The Contractor's safety policy for complying with Statutory Requirements is to be provided as a separate document and will form part of the Contract Documents
- G Fifth Recital: The Supplemental Provisions in the Contract Particulars apply

ItemArticles

- A The headings to the Articles of Agreement are hereafter set out and after proper examination of each article in its entirety by the Contractor they are to allow hereunder such sum or sums as they may consider necessary in respect of any or all of the articles.

Article 1 Contractor's Obligations

Article 2 Payment

Article 3 Contract Administrator (as stated in the Preliminaries)

Article 4 Principal Designer (as stated in the Preliminaries)

Article 5 Principal Contractor

Article 6 Adjudication

Article 7 Arbitration

Article 8 Legal proceedings

Contract Particulars

- B The Contract Particulars will be completed as follows:-

1.1 First Recital

List of properties in the Contract Area in respect of which work Orders may be issued

- The Horniman Museum
- The Museum Study Collection Centre

1.2 First Recital

Description of the types of work for which work Orders may be issued

Fire stopping works to the internal building fabric

2 Sixth Recital and Schedule Supplemental Provisions

Employer's Nominee

Contractor's Nominee

Paragraphs 1 - 6 all apply

To be agreed

To be agreed

3 Article 1 and clause 7.1 Contract Period

Subject to clause 7.1, the Contract Period will be 2 years. Commencement date 6th February 2023

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4	<u>Article 7</u> Arbitration	Article 7 and clauses 9.3 to 9.8 (Arbitration) does not apply
5	<u>Clause 1.1</u> BIM Protocol	To be agreed
6	<u>Clause 2.4</u> Orders - minimum and maximum value	Minimum value of any one Order to be issued: £250 (two hundred and fifty pounds) Maximum value of any one Order to be issued: £20,000 (twenty thousand pounds)
7	<u>Clause 2.5</u> Orders - value of work to be carried out	£20,000 (twenty thousand pounds) per annum £40,000 (forty thousand pounds) for the Contract Period
8	<u>Clause 2.6</u> Orders - priority coding	<ul style="list-style-type: none"> • "A" : Response time to be 4 hours • "B" : to be commenced within 2 days • "C" : to be commenced within 14 days • "D" : commencement date to be agreed
9	<u>Clause 4.2</u> Construction Industry Scheme (CIS)	Employer at the commencement of the Contract Period is not a 'contractor' for the purposes of the CIS
10	<u>Clause 4.3, 4.4 and 4.5</u> Payments	Estimated value of an Order above which progress payments can be applied for: <u>£5,000</u>

Item

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| 11 | <u>Clause 5.2</u>
Responsibility for
measurement and valuation | The Contractor shall
measure and value all
Orders |
| 12 | <u>Clauses 5.3, 5.6.1 and 5.6.2</u>
Schedule of Rates | The pricing is to be
as set out in "Section
No. 2 - Schedule of
Fixed Rates" |
| 13 | <u>Clauses 5.4, 5.6.3 and 5.6.4</u>
Daywork | The pricing of daywork
is to be as set out in
"Section No. 3 -
Schedule of Rates" |
| 14 | <u>Clause 5.7</u>
Overtime work | The pricing of
overtime work is to be
as set out in "Section
No. 3 - Dayworks" |
| 15 | <u>Clauses 6.4.1.2, 6.9 and 6.11</u>
Insurance | <p>Insurance cover for
any one occurrence or
series of occurrences
arising out of one
event £2,500,000</p> <p>Percentage to cover
professional fees 15
per cent</p> <p>Insurance of existing
structures - clause
6.7A.1 applies</p> <p>Insurance of work or
supply comprised in
orders - clause 6.7B
does not apply</p> <p>Annual renewal date of
insurance as supplied
by the Contractor -
TBA</p> <p>Terrorism Cover - Pool
cover is required</p> |

Item

- 16 Clause 7.1
Break Provision - Employer or Contractor The period of notice is 13 weeks
- 17 Clauses 9.2, 9.3 and 9.4.1
Settlement of disputes - Adjudication Nominator of adjudicator: President of a Vice-President or Chairman or a Vice-Chairman of The Royal Institution of Chartered Surveyors
- Settlement of disputes - Arbitration Nominator of Arbitrator: President of a Vice-President or Chairman or a Vice-Chairman of The Royal Institution of Chartered Surveyors
- A Attestation
The Contract is to be executed "as a Deed".
- Conditions
- B The Section headings of the Conditions of contract are hereafter set out. The Contractor is to allow for such sum or sums as he requires in respect of any or all of the clauses included within the Sections including the agreed amendments.
- Section No. 1 Definitions and Interpretation
- “ “ 2 Carrying out Work
- “ “ 3 Control of Work
- “ “ 4 Payment
- “ “ 5 Measurement and Valuation
- “ “ 6 Injury, Damage and Insurance
- “ “ 7 Break Provision - Rights of each Party
- “ “ 8 Termination for Default, etc.
- “ “ 9 Settlement of Disputes
- Schedule Supplemental Provisions