

APPENDIX “A”

DETAILED TERMS OF THE  
CONDITIONS OF CONTRACT

APPENDIX A

DETAILED TERMS OF THE  
CONDITIONS OF CONTRACT

Form of Contract

- A The Conditions of Contract shall be based on the Intermediate Building Contract with Contractor's Design (ICD), 2016 Edition as issued by the Joint Contracts Tribunal, incorporating all published Amendments as issued by the Joint Contract 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 wishes to have carried out external repair and reroofing works to the existing Cue Building at The Horniman Museum, 100 London Road, Forest Hill, London, SE23 3PQ to be carried out under the direction of the Contract Administrator.
- D Second Recital: The recital will state that the Works include the design and construction of:
1. Access scaffolding
- ('the Contractor's Designed Portion')
- E Third Recital: The recital will state that the drawings are numbered/listed in Appendix B
- F Fourth Recital: The recital will state that the Employer has supplied to the contractor the Work Schedules (Schedules of Work)
- G Fifth Recital: The recital will state that the Contractor has priced the Work Schedules (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A')
- H Sixth Recital: The extent of application is as identified in the Contract Particulars

Recitals (Contd.)

- |   |  |
|---|--|
| A | Seventh Recital: To be agreed between the parties  |
| B | Eighth Recital: The extent of application is as identified in the Contract Particulars     |
| C | Ninth Recital: Deleted   |
| D | Tenth Recital: The extent of application is as identified in the Contract Particulars      |
| E | Eleventh Recital: Not applicable   |
| F | Twelfth Recital: Deleted   |
| G | Thirteenth Recital: The extent of application is as identified in the Contract Particulars |

Articles

- |   |  |
|---|--|
| H | 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 | Contract Sum             |
| Article 3 | Contract Administrator   |
| Article 4 | Quantity Surveyor        |
| Article 5 | Principal Designer       |
| Article 6 | Principal Contractor     |
| Article 7 | Adjudication             |
| Article 8 | Arbitration              |
| Article 9 | Legal proceedings        |

Contract Particulars

Part 1: General

A The Contract Particulars will be completed as follows:-

	<u>Clause</u>	
Employer's Requirements	Fourth Recital	As identified in Section 2 of the Schedules of Work
Contractor's Proposals	Sixth Recital	To be agreed
CDP Analysis	Sixth Recital	As identified in Section 2 of the Schedules of Work
Construction Industry Scheme (CIS)	Eighth Recital and clause 4.5	Employer at the Base Date is not a 'contractor' for the purposes of CIS
CDM Regulations	Tenth Recital	The project is notifiable
Description of Sections	Eleventh Recital	Not applicable
Framework agreement	Twelfth Recital	Not applicable
Collaborative working	Thirteenth Recital and Schedule 5	Supplemental Provision 1 applies
Health and safety	Thirteenth Recital and Schedule 5	Supplemental Provision 2 applies
Cost savings and value improvements	Thirteenth Recital and Schedule 5	Supplemental Provision 3 applies
Sustainable development and environmental considerations	Thirteenth Recital and Schedule 5	Supplemental Provision 4 applies
Performance indicators and monitoring	Thirteenth Recital and Schedule 5	Supplemental Provision 5 applies

Contract Particulars (Contd.)

Notification and negotiation of disputes	Thirteenth Recital and Schedule 5	Supplemental Provision 6 applies  Employer's nominee: To be agreed  Contractor's nominee: To be agreed
Arbitration	Article 8	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
Base Date	1.1	June 2023
BIM Protocol	1.1	Not applicable
Date for Completion of the works	1.1	To be agreed
Addresses for service of notices etc.	1.7	To be agreed
Date of Possession of the site	2.4	21 <sup>st</sup> August 2023
Deferment of possession of the site	2.5	Clause 2.5 applies Maximum period of deferment is 6 weeks
Liquidated damages	2.23.2	<u>£1,500.00</u> per week
Sections: Section Sums	2.29	Not applicable
Rectification period	2.30	12 Months
Contractor's Designed Portion: limit of Contractor's liability etc.	2.34.3	Clause 2.34.3 does not apply
Fluctuations provision	4.3 and 4.9	No Fluctuations Provision applies
Advance payment	4.7	Clause 4.7 does not apply

Contract Particulars (Contd.)

Advance payment Bond	4.7	An advance payment bond is not required
Interim payments - due dates	4.8.1	The first interim valuation date is: One month from commencement and thereafter the same date in each month or the nearest Business Day in that month
Interim payments - percentages of value - where the works have not achieved Practical Completion	4.9.1	95 per cent
Interim payments - percentages of value - where the works have achieved Practical Completion	4.9.1	97½ per cent
Listed items - uniquely identified	4.10.4	Not applicable
Listed items - not uniquely identified	4.10.5	Not applicable
Contractor's Insurance - Injury to persons or property	6.4.1	£ 5,000,000.00
Insurance - liability of Employer	6.5.1	Insurance may be required  Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £2,000,000

Contract Particulars (Contd.)

Insurance of the Works - Insurance Options	6.7 and Schedule 1	Schedule 1: Insurance Option C applies
Percentage to cover professional fees	6.7 and Schedule 1	15 per cent
Option A - Annual renewal date of insurance	6.7 and Schedule 1	Not applicable
Option C - Paragraph C.1	6.7 and Schedule 1	Applies
Terrorism Cover- details of the required cover	6.10 and Schedule 1	Not applicable
Joint Fire Code	6.15	The Joint Fire Code does not apply
Joint Fire Code - Works are a 'Large Project'	6.15	Not applicable
Joint Fire Code - Amendments /revisions	6.18	Not applicable
Contractor's designed Portion (CDP) - Level of cover	6.19	Amount of indemnity required relates to claims or series of claims arising out of one event and is £2,000,000
Contractor's designed Portion (CDP) - Cover for pollution and contamination claims	6.19	Is required, with a limit of indemnity of £2,000,000

Contract Particulars (Contd.)

Contractor's designed Portion (CDP) - Expiry of required period of CDP Professional Indemnity	6.19	12 years
Performance bond	7.2.1	Is not required
Guarantee from the Contractor's parent company	7.2.2	Is not required
Collateral warranties	7.3	Collateral warranties in the form of SCWa/E will be required from any Sub-Contractors undertaking an element of design
Period of suspension	8.9.2	2 months
Period of suspension	8.11.1.1 to 8.11.1.5	2 months
Nominator of Adjudicator	9.2.1	President or a Vice-President or Chairman or a Vice Chairman of The Royal Institution of Chartered Surveyors
Appointer of Arbitrator	9.4.1	President or a Vice-President or Chairman or a Vice Chairman of The Royal Institution of Chartered Surveyors

Attestation

A The Contract is to be executed "as a Deed".



Conditions

A The Section headings of the Conditions of contract are hereafter set out. The Contractor has allowed 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 the works
- " " 3 Control of the Works
- " " 4 Payment
- " " 5 Variations
- " " 6 Injury, damage and insurance
- " " 7 Assignment, Performance Bonds and  
Guaranteed and Collateral Warranties
- " " 8 Termination
- " " 9 Settlement of disputes

Schedule No. 1 Insurance Options

- " " 2 Named Sub-Contractors
- " " 3 Forms of Bonds
- " " 4 Fluctuations - Contribution, levy and  
tax fluctuations
- " " 5 Supplemental Provisions
- " " 6 Design submission procedure