

APPENDIX “A”

DETAILED TERMS OF THE
CONDITIONS OF CONTRACT

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Form of Contract

- A The Conditions of Contract shall be based on the Standard Building Contract with Approximate Quantities (SBC/AQ), 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.

Agreement

- B The Agreement is 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 repair and reconstruction of existing external structures to the Sunken Gardens at The Horniman Museum, 100 London Road, London, SE23 3PQ to be carried out under the direction of the Contract Administrator.
- D Second Recital: The recital will state that the Contractor has supplied the Employer with a fully priced copy of the bills of approximate quantities, which for identification has been signed or initialled by or on behalf of each party ('the Contract Bills')
- E Third Recital: The recital will state that the drawings are numbered/listed in Appendix B
- F Fourth Recital: The extent of application is as identified in the Contract Particulars
- G Fifth Recital: Deleted
- H Sixth Recital: Not applicable

Recitals (Contd.)

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| A | Seventh Recital: The extent of application is as identified in the Contract Particulars |
| B | Eighth Recital: The extent of application is as identified in the Contract Particulars |
| C | Ninth Recital: Not applicable |
| D | Tenth Recital: The recital will state that the Employer has supplied the Contractor documents showing and describing or otherwise stating his requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements') |
| E | Eleventh Recital: The extent of application is as identified in the Contract Particulars |
| F | Twelfth Recital: To be agreed between the parties |

Articles

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| 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. |
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| Article 1 | Contractor's Obligations |
| Article 2 | Ascertained Final 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>	
Construction Industry Scheme (CIS)	Fourth Recital and clause 4.6	Employer at the Base Date is not a 'contractor' for the purposes of CIS
Description of Sections	Sixth Recital	Not applicable
Framework agreement	Seventh Recital	Not applicable
Collaborative working	Eighth Recital and Schedule 8	Supplemental Provision 1 applies
Health and safety	Eighth Recital and Schedule 8	Supplemental Provision 2 applies
Cost savings and value improvements	Eighth Recital and Schedule 8	Supplemental Provision 3 applies
Sustainable development and environmental considerations	Eighth Recital and Schedule 8	Supplemental Provision 4 applies
Performance indicators and monitoring	Eighth Recital and Schedule 8	Supplemental Provision 5 applies
Notification and negotiation of disputes	Eighth Recital and Schedule 8	Supplemental Provision 6 applies Employer's nominee: To be agreed Contractor's nominee: To be agreed
Named Specialists	Eighth Recital and Schedule 8	Supplemental Provision 9 applies in respect of Pre-Named Specialist Work only
Employer's Requirements	Tenth Recital	Not applicable

Contract Particulars (Contd.)

Contractor's Proposals	Eleventh Recital	Not applicable
CDP Analysis	Eleventh Recital	Not applicable
Arbitration	Article 8	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
Base Date	1.1	July 2023
Tender Price	1.1	To be agreed
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	To be agreed
Deferment of possession of the site	2.5	Clause 2.5 applies Maximum period of deferment is 6 weeks
Master programme	2.9.1.2	Critical paths are required to be shown
Contractor's Designed Portion: limit of Contractor's liability etc.	2.19.3	Clause 2.19.3 does not apply
Liquidated damages	2.32.2	<u>£1,000.00</u> per week
Sections: Section Sums	2.37	Not applicable
Rectification period	2.38	12 Months
Fluctuations provision	4.3 and 4.14	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	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
Listed items - uniquely identified	4.16.4	Not applicable
Listed items - not uniquely identified	4.16.5	Not applicable
Contractor's retention bond	4.18	Clause 4.18 does not apply
Retention percentage	4.19.1	5 per cent
Contractor's Public Liability insurance	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
Insurance of the Works - Insurance Options	6.7 and Schedule 3	Schedule 1: Insurance Option C applies
Percentage to cover professional fees	6.7 and Schedule 3	15 per cent
Option A - Annual renewal date of insurance	6.7 and Schedule 3	Not applicable

Contract Particulars (Contd.)

Option C - Paragraph C.1	6.7 and Schedule 3	Applies
Terrorism Cover- details of the required cover	6.10 and Schedule 3	Not applicable
Contractor's Designed Portion (CDP) - Level of cover	6.15	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	6.15	Is required, with a limit of indemnity of £2,000,000
Contractor's designed Portion (CDP) - Expiry of required period of CDP Professional Indemnity	6.15	12 years
Joint Fire Code	6.17	The Joint Fire Code does not apply
Joint Fire Code - Works are a 'Large Project'	6.17	Not applicable
Joint Fire Code - Amendments /revisions	6.20	Not applicable
Assignment /grant by Employer of rights	7.2	Not applicable
Performance bond	7.3.1	Is not required

Contract Particulars (Contd.)

Guarantee from the Contractor's parent company	7.3.2	Is not required
Collateral warranties	7.4	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 Measurement and valuation
- " " 6 Injury, damage and insurance
- " " 7 Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties
- " " 8 Termination
- " " 9 Settlement of disputes

Schedule No. 1 Design Submission Procedure

- " " 2 Variation and Acceleration Quotation Procedures
- " " 3 Insurance Options
- " " 4 Code of Practice
- " " 5 Third Party Rights
- " " 6 Forms of Bonds
- " " 7 JCT Fluctuations Option A
- " " 8 Supplemental Provisions