

CYRIL ORCHARD GROUP

SCHEDULE OF WORKS

for

ROOF COVERINGS AND ASSOCIATED WORKS

at

**THE CENTRE
OAK STREET
OSWESTRY
SHROPSHIRE SY11 1LW**

for

OSWESTRY TOWN COUNCIL

VOLUME NO. 1 - PRELIMINARIES

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Project No. 4352

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ROOF COVERINGS AND ASSOCIATED WORKS

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VOLUME NO. 1 - PRELIMINARIES

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SECTION NO. 1

INTRODUCTION

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| | SECTION NO. 1 INTRODUCTION | |
| A | The Employer proposes the Roof Coverings and Associated Works at The Centre, Oak Street, Oswestry. | |
| B | This tender is for the complete supply of Labour, Plant and Materials to complete the whole of the works as defined throughout this document. | |
| C | The Employer has obtained Planning Approval with full plans (Ref. 25/01971/OTHFPO) for the works (Refer to Appendix G). | |
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SECTION NO. 2

PRE-CONSTRUCTION INFORMATION

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| | <p>SECTION NO. 2</p> <p>PRE-CONSTRUCTION INFORMATION</p> <p>General</p> <p>A This Pre-Construction information is to be read in conjunction with the remainder of the Preliminaries which contain information and requirements upon various matters in connection with Health and Safety.</p> <p>B It will be a condition precedent to the acceptance of any tender, whether or not it is the lowest, that the tenderer provides sufficient information to demonstrate to the Client that the Contractor is competent to perform the role of 'Principal Contractor' as defined under the current Construction (Design and Management) Regulations 2015. The proposals will be examined for controlling any hazards described in the Pre-Construction information and controlling any residual hazards.</p> <p>C Should the tendering Contractor wish to price any clauses within the relevant documentation please make reference to page numbering and relevant clause and price in the space provided below.</p> <p>D See Appendix A for Pre-Construction Information.</p> <p>Drawings</p> <p>Design Planning Associates (DPA) Drawings:</p> <ul style="list-style-type: none"> • 24069/S-10 Rev. A Ground Floor Plan as Existing • 24069/S-11 Rev. A First Floor Plan as Existing • 24069/S-12 Rev. B Roof Level Plan as Existing • 24069/S-20 Elevations as Existing 1 • 24069/S-21 Elevations as Existing 2 • 24069/BR-01 Site Location Plan • 24069/BR-12 Rev. C Roof Level Plan as Proposed • 24069/BR-20 Elevations as Proposed | |
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SECTION NO. 3
GENERAL REQUIREMENTS

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| | <p>SECTION NO. 3</p> <p>GENERAL REQUIREMENTS</p> <p>Development Control</p> <p>A The Contractor shall liaise with, and satisfy, the Planning Authority in connection with any Conditions. Attention is drawn to any matters which may have to be addressed before any development shall take place. This must be fully taken into account when preparing the programme for the works to be submitted with the tender.</p> <p>Inspection of the Site</p> <p>B The Contractor shall visit and examine the site before submitting a tender. Prior arrangement / approval for site visits will be required. The contact for access to the property is Henry Teuma - E-mail: henryteuma@oswestry-tc.gov.uk - Tel. No.: 01691 680 222.</p> <p>C The Contractor will be deemed to have visited and inspected the site and to have obtained and familiarised himself with all information on all matters affecting the execution of the works and costs.</p> <p>D In the inspection of the site the Contractor will be deemed to have determined the position of all underground services and drainage and to have included in his tender for all costs which may be incurred in carrying out his building operations in the vicinity of any such underground services or drainage. Any necessary arrangements with the Governmental Agencies, Local Authorities or Public Service Companies in this respect are the sole responsibility of the Contractor.</p> <p>E No claim by the Contractor for additional payment arising in any way whatsoever from lack of knowledge of any circumstances affecting the execution of the Works will be accepted.</p> <p>Schedule of Condition</p> <p>F Prior to commencing on site the Contractor shall prepare and agree with the Employer a Schedule of Condition, including photographic records, of all features likely to be affected by the Works.</p> <p>Liaison with Governmental Agencies, Local Authorities or Public Services Companies</p> <p>G The Contractor shall be responsible for liaising with the Local Authorities and Public Service Companies who are required to approve or carry out work or install services on and concurrent with this project in pursuance of their statutory obligations.</p> <p>Traffic Regulations</p> <p>H Observe all traffic regulations including those regarding the loading and unloading of or waiting by vehicles on the public highway and comply with the requirements of the Highways Act 1971 and Chapter 8 of the "Traffic Signs Manual" published by H.M.S.O. together with any amendment thereto.</p> | |
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| | <p>GENERAL REQUIREMENTS (CONT'D.)</p> <p>Contractor's vehicles</p> <p>A All Contractors vehicles and vehicles delivering materials to the site must be parked so as to avoid nuisance. The Contractor shall be responsible for carefully planning and co-ordinating all deliveries and other vehicle movements to minimise disruption. At no point should the compound or delivery vehicles impede the public highway / footpaths, etc.</p> <p>Site boundary, Access and Egress</p> <p>B The boundaries to the site are as shown on the drawings.</p> <p>C Construction access to and egress from the site is to be via Glanaber Terrace. The use of the access is to be properly controlled with particular regard to the health and safety of all vehicular and pedestrian traffic and the use by the general public is to be maintained without interruption at all times. Upon the completion of construction activities and the formation of the access all damage to the surfaces, kerbs, edging and verges to Glanaber Terrace should be reinstated to match existing.</p> <p>D The site shall be adequately fenced and maintained by the Contractor during the contract period to prevent any unauthorised access.</p> <p>Existing Roads</p> <p>E The Contractor shall ensure that all existing roads and footpaths in the vicinity of the site are kept clear of any mud, debris or spillages of any kind arising from the carrying out of the works.</p> <p>Access by Users of Neighbouring Properties</p> <p>F The Contractor shall ensure that access, use and enjoyment of neighbouring properties are not impeded in any way whatsoever. The Contractor is to properly manage all vehicular access to, egress from and deliveries to the site to ensure the health and safety of all site personnel and members of the public.</p> <p>Access by Existing Users of Site etc.</p> <p>G No access is to be permitted to site other than those persons having business upon the works and only then in accordance with the Construction Phase Health and Safety Plan requirements.</p> <p>Site Waste Management Plan</p> <p>H The Contractor must have a Site Waste Management Plan that includes the monitoring of waste generated on site; and set targets to promote resource efficiency that are implemented.</p> <p>J Additional to the features in the SWMP there must be a commitment to minimise waste and a procedure to sort, re-use and recycle waste. (SWMP must include procedures and commitments for reducing waste generated on site in accordance with best practice and the defined waste groups and include procedures and commitments to set and divert waste from landfill according to the defined waste groups using DTI KPIs. This must be performed either on site or through a licensed external Contractor, in accordance with best practice.</p> | |
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| | <p>GENERAL REQUIREMENTS (CONT'D.)</p> <p>Material arising</p> <p>A All materials arising from the demolitions shall be the property of the Contractor (unless otherwise stated) and deposited offsite.</p> <p>B Any contaminated materials, debris arising from demolitions, waste and non-recyclable surplus construction material etc. is to be removed from site and deposited on a site licensed for the receipt of such waste and the Contractor is to pay all charges and maintain appropriate records of all such activities.</p> <p>Noise and Pollution Control</p> <p>C The Contractor's attention is drawn to the Control of Pollution Act 1974 and in particular to Sections 60 and 61 which relate to noise on building and construction sites. It will be the Contractor's responsibility to carry out the Works in such a way as to satisfy the Local Authority's interpretations of this Act, which may impose restrictions upon the type of plant, method of working and working hours.</p> <p>D The Contractor is advised to follow the recommendations set out in BS 5228 (Noise and vibration control on construction and open sites) and to seek a Consent Notice under Section 61 of this Act from the Local Authority.</p> <p>Temporary Accommodation for the use of the Contractor</p> <p>E The Contractor must make provision as necessary for site accommodation and facilities. The position of such accommodation is to be agreed with the Contract Administrator. The Contractor shall be liable for reinstating all surfaces etc. and any damage caused as a result of site facilities and accommodation.</p> <p>Site Office etc.</p> <p>F The Contractor may allow for providing and maintaining all necessary workshops, offices, huts and racks for the storage of materials and plant, and for the use of workmen and for paying all fees, charges and rates in connection therewith.</p> <p>Sign Boards</p> <p>G Sign boards will not be permitted on this site.</p> <p>Plant, Tools and Scaffolding etc.</p> <p>H The Contractor shall be responsible for providing all materials, labour, carriage, cartage and freightage, packing, hoisting tackle, tools, plant, machines and scaffolding, staging, gantries, ladders, crash decks etc., of all description for the due execution of the works and shall undertake all work necessary to give effect to the Specification, in accordance with reasonable trade practice, whether explicitly described or not.</p> <p>J Any scaffolding shall comply with all relevant regulations and have any necessary permits. The Contractor will be held responsible for and is to take the entire risk of these works both as regards method of construction and health and safety. Scaffolding MUST be designed and installed to retain access to the residents Car Park at the rear of both buildings.</p> | |
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| | <p>GENERAL REQUIREMENTS (CONT'D.)</p> <p>Plant, Tools and Scaffolding etc. (Cont'd.)</p> <p>A Scaffolding, if used, is to be removed from site as soon as is practical after the completion of each stage of the works and ALL scaffolding is to be removed from site by the agreed completion date.</p> <p>B Scaffolding is to be alarmed and all access ladders removed at the end of each working day.</p> <p>Working at height</p> <p>C All work in excess of 2m above floor/ground level shall be carried out from scaffolding and/or towers which shall be erected by competent personnel. Copies of the appropriate CITB Registration cards are to be produced and placed in the Safety File. Where appropriate, structures must be entered into the record book and checks carried out in accordance with the ACOP. No throwing of scaffold connectors etc. to ground. All such items to be lowered in a bucket with supervision.</p> <p>Safety, Health and Welfare</p> <p>D The Contractor shall comply with and require his Sub-contractors to comply with the Health and Safety at Work Act 1974 and all related current regulations affecting the contract and processes in connection herewith.</p> <p>E Erect and maintain proper and suitable sanitary conveniences and keep in a clean and sanitary condition and make good the affected ground on completion.</p> <p>F The sanitary conveniences are to be properly and adequately screened and enclosed so as to avoid offence and are to be properly connected to a suitable soil drain at the earliest practicable stage of the Works. Maintain, clear away and make good all necessary temporary drainage and services.</p> <p>G Provide all protective clothing and safety equipment to consultants and others who have access to the works as may be necessary to comply with the Health and Safety policy of the Contractor.</p> <p>First Aid</p> <p>H The Contractor shall provide or ensure that they are provided with such equipment and facilities as are adequate and appropriate in the circumstances for enabling first aid to be rendered to his employees if they are injured or become ill at work in accordance with the Health & Safety (First Aid) Regulations 1981.</p> <p>Sequence of Works</p> <p>J The sequence of operations is to be agreed between Employer, Contract Administrator and Contractor as the contract progresses notwithstanding the programme of works referred to. Regular site meetings with all relevant personnel in attendance are to be allowed for during the progress of the works.</p> | |
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| | <p>GENERAL REQUIREMENTS (CONT'D.)</p> <p>Site Representative</p> <p>A The Contractor shall keep at all times a competent person in charge of the site to act for him to receive any orders or directions. Any such orders or directions given to the said person shall be binding on the Contractor.</p> <p>B The person in charge shall be provided by the Contractor with the complete copies of the Specification and any accompanying drawings which shall be kept on site and produced whenever called upon by either the Employer or the Contract Administrator and a mobile or land line telephone.</p> <p>C The Contractor shall ensure that the site representative is contactable by telephone at all times during working hours.</p> <p>Site Administration & Security</p> <p>D The Contractor is responsible for the safety of all persons and the safe keeping of all materials and plant and he is to allow for any temporary fencing that may be considered necessary.</p> <p>E The Contractor shall provide all necessary fire extinguisher installations and equipment throughout the contract period and take all necessary fire prevention precautions.</p> <p>Working Hours and Considerate Constructors Scheme</p> <p>F The Employer has not stipulated any restrictions on working hours, but due consideration should be given to the comfort and welfare of residents and neighbours. To this end the Contractor shall be, and comply with the ethos of, the Considerate Constructors Scheme for the duration of the works. A start time for construction work of 07:30am and finishing at 17:00pm during week days. No construction is allowed at any time on Saturdays, Sundays, Bank or Public holidays.</p> <p>Water, Lighting & Power</p> <p>G The Contractor shall be responsible for providing their own electricity supply, lighting and power and water supplies for the works and all costs associated with this.</p> <p>H Any temporary electrical installation shall comply with the IEE Regulation 18th Edition and HSE Guidance Note HS(G) 141 and BS 7375:1991 Code of Practice for Distribution of Electricity on Construction and Building Sites.</p> <p>J The Contractor shall allow for transformers etc. necessary to operate his tools and equipment.</p> <p>Drying the Works</p> <p>K Allow for the adequate drying out of the works as necessary between trades with all Codes of Practice being followed.</p> | |
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| | GENERAL REQUIREMENTS (CONT'D.) | |
| | Testing | |
| A | Allow for submitted samples and test certificates of materials as may be reasonably required by the Contract Administrator. | |
| | Cleaning during the Contract and upon Completion | |
| B | Clear and cart away all rubbish and surplus material during the course of the contract and on completion and leave the building and external areas clean and tidy, ready for occupation and to the satisfaction of the Contract Administrator. | |
| | Watercourses | |
| C | Ensure that no pollution is caused to watercourses on or off the site. | |
| | Protections against adverse weather | |
| D | The Contractor shall provide all necessary protection and coverings to protect the works and materials in site from frost, water etc. The Contractor is to maintain continuity of working and productivity during adverse weather. He is to avail himself of all reasonable means and aid to building and decorating in adverse weather that are currently available and use his best endeavours to prevent or minimise any delays and allow for all additional expenses incurred thereby. | |
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| | <p>SECTION NO. 3</p> <p>GENERAL REQUIREMENTS</p> <p>COLLECTION</p> <p>Page 3/1</p> <p>Page 3/2</p> <p>Page 3/3</p> <p>Page 3/4</p> <p>Page 3/5</p> <p>Page 3/6</p> | |
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SECTION NO. 4
SPECIFIC REQUIREMENTS

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| | <p>SECTION NO. 4</p> <p>SPECIFIC REQUIREMENTS</p> <p>General</p> <p>A The elemental requirements listed in this section are additional or complementary to the requirements included elsewhere in this document and shown on the drawings.</p> <p>B All aspects of the project must be constructed in accordance with the Planning Approvals and Building Regulations.</p> <p>C The works are to be constructed in accordance with all relevant British or European Standards and Codes of Practice and with accepted industry best practice unless stated otherwise. All materials and procedures used must be the most suitable for the intended use.</p> <p>D The Contractor shall not specify or utilise any products or materials which are generally known within the construction industry to be deleterious or potentially hazardous in the particular circumstances in which they are to be used. All products and materials shall confirm to the report entitled "Good Practice in the Selection of Construction Materials" (2011 by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation), relevant British or European Standards and Codes of Practice and any relevant publications of British Research Establishment.</p> <p>E Where relevant and possible construction products/methods should achieve an A or A+ rating under the Green Guide for Specification produced by the Building Research Establishment.</p> <p>All Elements of the Construction Work</p> <p>F In strict accordance with all the drawings and other documents listed in this document.</p> <p>Programme</p> <p>G It is assumed that the development will progress as a rolling programme.</p> <p>Payments</p> <p>H In accordance with Clause 4.8.1 of the Conditions of Contract applications for Interim payment shall be accompanied by a breakdown of the figure in accordance with the details shown in the Schedule of Works or other such detail as the Employer may request in order to facilitate the reconciliation of figures.</p> <p>J The Contractor shall within 48 hours of receiving an Interim Certificate of the amount of payment proposed to be made in accordance with Clause 4.9.1 of the Conditions of Contract issue an invoice directly to the Employer in that sum showing the amount of any Value Added Tax properly added.</p> | |
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| | SPECIFIC REQUIREMENTS (CONT'D.) Health and Safety File | |
| A | <p>The information required by Clause 3.18 of the Contract shall include but not be limited to the following:</p> <ul style="list-style-type: none"> • Two copies of the 'as built drawings'. • Copies of Manufacturer's literature together with any operating and maintenance instructions, guarantees and warranties. | |
| B | Copies of all documentation noted above shall, as a minimum, be included in the Health and Safety File which shall be delivered to the Employer on or as soon after Practical Completion as possible. | |
| C | Oswestry Town Council Requirements - Refer to Appendix B. | |
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| | SECTION NO. 4 SPECIFIC REQUIREMENTS COLLECTION Page 4/1 Page 4/2 | |
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SECTION NO. 5

TRADE PREAMBLES

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| | <p>TRADE PREAMBLES</p> <p>MATERIALS AND WORKMANSHIP GENERALLY</p> <p>Publications and Documents</p> <p>A Where materials, articles and/or workmanship are specified to be in accordance with a Publication or document (e.g. B.S.) this is deemed to mean the issue of the Publication or Document current at the Base Date together with any amendments, revisions or supplements.</p> <p>European Standards</p> <p>B Where this document requires conformity with a British Standard the National Standard of a member state of the European Economic Community which offers equivalent standards will be acceptable.</p> <p>Construction materials</p> <p>C All manufacturer's instructions to be followed and details of these instructions and COSHH information is to be filed on site.</p> <p>Proprietary Brands</p> <p>D Where a proprietary article is specified such specification is to be read as an indication of the class or quality of materials and workmanship required and does not preclude the use of any other materials which equal in quality, performance and appearance to that specified. Should the Contractor wish to obtain the article than those specified, approval in writing of every item must be obtained from the Contract Administrator during the tender period. Should this approval not be given, the Contractor may be required to provide the specified article.</p> <p>E If the above procedure is not followed the Contractor may nevertheless submit an alternative tender based upon the use of articles of his choice provided that his alternative tender is submitted in addition to the not instead of the tender using.</p> <p>F The Contractor shall submit to the Contract Administrator for approval the names of the respective firms from whom the Contractor proposed to obtain the various materials and manufactured articles before any order is placed and the Contractor shall, at his own expense, submit samples to the Contract Administrator upon request.</p> <p>G Where materials or articles are specified as proprietary brands or makes, or where a proprietary system is specified, these are to be stored, handled, used and/or fixed in accordance with the manufacturer's latest printed or written instructions current at the Base Date unless otherwise described. The Contractor shall inform the Contract Administrator if these instructions change after the Base Date.</p> <p>H The Contractor shall supply the manufacturer with all relevant details and afford them every facility for inspecting the work during the progress in order to ascertain that their products are being used correctly, and allow them to take samples of their materials from the site if so desired.</p> <p>Single Sources</p> <p>J Where a choice of manufacturer or source of supply is allowed for any particular produce or material, the whole quantity required to complete the work must be of the same, type, material and/or source.</p> | |
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| | <p>MATERIALS AND WORKMANSHIP GENERALLY (CONT'D.)</p> <p>Water</p> <p>A The water used throughout the Works shall be mains water free from deleterious matter, organic and inorganic and where tests are required they shall be in accordance with B.S. 3148.</p> <p>Definition of the term "Approved"</p> <p>B The term "Approved" shall be understood to mean that the use of a particular material, unit, component or method will be subject to the written approval of the Contract Administrator.</p> <p>Definition of Fixing Methods</p> <p>C The term "fixing" used in conjunction with any method of fixing shall not be deemed to include any fixing materials but <u>shall</u> be interpreted as a definition of fixing method only.</p> <p>D The term "fixing with" used in conjunction with any method of fixing <u>shall</u> be deemed to include all fixing materials included in the measured item.</p> <p>E The term "plugging" shall mean the provision and fixing of hardwood or proprietary plugs, or, at the Contractor's option, fixing by means of a cartridge operated rivet gun, or other approved means.</p> <p>F The term "fixing" shall mean that a material is to be fixed in a manner which, in the Contract Administrator opinion, is suitable to the material and suitable for the ultimate use of the component and shall include any plugging, screwing, bolting or other methods which may be necessary.</p> <p>Fixing only</p> <p>G The term "fixing only" shall include the following operations: -</p> <ul style="list-style-type: none"> - ordering, unloading, checking, handling, storage, returning package cases carriage paid to suppliers, removing from storage on site, carrying to position, assembling where necessary, hoisting, marking and fixing or placing in position. - in addition, the fixing only of an item shall include the cost of providing all materials, plant, tackle, hoists, machinery, instruments, etc. required for the completion and satisfactory hoisting, fixing or erection of the items concerned. - the Contractor shall also include for the provision of all props, struts, braces or other supports necessary for the proper erection or fixing of all items and for striking and removing on completion. - where structural components or materials are concerned, the Contractor shall be responsible for checking that the materials or components during the erection and on completion are plumb in all directions and level and shall provide the necessary instruments for so doing. - the onus is upon the Contractor to assess the extent and complexity of the fixing or erection that each item requires and to allow in this prices accordingly for all the operations required. | |
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| | <p>CARPENTRY</p> <p>Generally</p> <p>A All timber used shall be clean, sound of merchantable quality, properly seasoned, free from any defects or combination of defects, natural or otherwise which may render it unsuitable for its function in the works. The timber shall be sorted and selected at the time of fabrication for suitability for purpose.</p> <p>B Non-structural timber may contain natural defects which will not affect the durability or performance of the timber in use.</p> <p>Preservation</p> <p>C All carcassing timber shall be purchased from a reputable merchant and processed in a Protim prevac vacuum plant or similar approved complying with BS 5268-5:1989, BS 5589:1989, & BS 5707:1997.</p> <p>Plywood</p> <p>D Plywood shall be WBP grade to BS EN 313-1:1996, BS EN 313-2:2000, BS EN 314-1:1993, BS EN 314-2:1993 & BS EN315:2000.</p> <p>Timber Preservative Treatment</p> <p>E All remedial timber preservative treatment to eradicate insect and fungal attack is to conform to the relevant (current) British Standard for the type of insect/fungi to be eradicated. Selection of the correct preservative is to be in accordance with the guidance of BS 1282: 1999.</p> <p>F The preservative treatment should be of a non-toxic nature enabling site operatives to commence work no later than 24 hours after application. Preservative treatment causing a longer delay or special measures is to be made known at the tender stage or prior to the work commencing.</p> <p>G All timber preservative treatment is to be undertaken by a specialist Contractor who is a member of the British Wood Preservative and Damp Proofing Association.</p> <p>H <u>All</u> treatment is to be guaranteed with an <u>insurance</u> backed guarantee for a minimum of 10 years.</p> <p>PLASTERBOARD</p> <p>Structural Steelwork Encasement</p> <p>J Exposed structural steelwork to be encased using Gypsum / glass reinforced gypsum encasement system in accordance with the chosen manufacturer's instructions. All products to conform to BS 476-21:1987 for loadbearing elements of structure and BS 476-22:1987 for non-loadbearing elements of structure.</p> | |
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| | PLUMBING Leadwork | |
| A | Sheet lead shall be of best British milled quality to full weight of BS EN12588: 1999 neatly laid, dressed down in a workman like manner and in strict accordance with the Lead Development Associations standard details and recommendations. The weight of lead sheet shall be determined by individual detail as recommended by the Association and under no circumstances will any deviation from this standard be tolerated. | |
| B | The Design and Construction of fully supported lead sheet roof and wall coverings shall be in strict accordance with Code of Practice BS 6915: 2001. | |
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| | SECTION NO. 5 TRADE PREAMBLES COLLECTION Page 5/1 Page 5/2 Page 5/3 Page 5/4 | |
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SECTION NO. 6

CONTRACT

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| A | <p>SECTION NO. 6</p> <p>CONTRACT CONDITIONS</p> <p><u>Contract</u></p> <p>The works shall be carried out and completed in accordance with the JCT Intermediate Building Contract with Contractor's Design 2024 (ICD 2024). The Contract will be executed as a Deed.</p> <p>Where insertions are required in this Contract they shall be completed as follows: -</p> <p style="text-align: center;">Agreement</p> <p>Between The Employer Oswestry Town Council</p> <p>and The Contractor is the person or body whose name and address is stated in the tender section of this document</p> <p style="text-align: center;">Recitals</p> <p>First The Employer wishes the following work to be carried out:</p> <p style="padding-left: 40px;"><u>Roof Covering and Associated Works</u></p> <p>at:</p> <p style="padding-left: 40px;"><u>The Centre, Oak Street, Oswestry, Shropshire SY11 1LW</u></p> <p style="padding-left: 40px;">_____ ('the Works')</p> <p>and has had drawings and bills of quantities or a specification or work schedules prepared which show and describe the work to be done;</p> <p>Second the Works include the design and construction of _____</p> <p style="padding-left: 40px;"><u>Liquid Roofing and Standing Seam Metal Roofing and replacement</u></p> <p style="padding-left: 40px;"><u>Of the existing air conditioning installation.</u> ('the Contractor's Designed Portion');</p> <p>Third The drawings are numbered/listed in _____</p> <p style="padding-left: 40px;"><u>Section No. 2 of Volume No. 1 Preliminaries</u></p> <p style="padding-left: 40px;">_____ annexed to this Contract ('the Contract Drawings') and have for identification been signed or initiated by or on behalf of each Party');</p> | |
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CONTRACT CONDITIONS (CONT'D.)**Recitals (Cont'd.)**

Fourth the Employer has supplied to the Contractor:

~~the Bills of Quantities~~

the Specification

the Works Schedules

other documents showing or describing or otherwise stating its requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements')

~~Particulars of the Intermediate Named Sub-Contract Tender & Agreement ICSUB/NAM (comprising a certified copy of the tender for work included in the Bills of Quantities, Specification or Work Schedules for pricing by the Contractor and for which the Contractor is required under clause 3.7 to employ a named person, together with the Intermediate Named Sub-Contract Invitation to Tender and Tender (ICSUB/NAM/IT and ICSUB/NAM/T) as completed and the Tender Documents referred to in them);~~

Fifth the Contractor has:

(A) priced the Bills of Quantities/Specification/Work Schedules (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A'); or

(B) ~~stated the sum it will require for carrying out the Works shown on the Contract Drawings and described in the Specification, that sum being the Contract Sum stated in Article 2, and has supplied to the Employer a Contract Sum Analysis in accordance with the stated requirements of the Employer or a Schedule of Rates on which that sum is based ('the Priced Document') ('Pricing Option B');~~

~~and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule');~~

the Priced Document, the priced Activity Schedule, where provided, and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party;

Sixth In response to the Employer's Requirements the Contractor has supplied to the Employer;

- Documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portion ('the Contractor's Proposals'); and
- ~~An analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion ('the CDP Analysis');~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Recitals (Cont'd.)**

- Seventh** the Employer has examined the Contractor's proposals and subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements. The Employer's Requirements, the Contractor's Proposals and the CDP Analysis have each for identification been signed or initialled by or on behalf of each Party and particulars of each are given in the Contract Particulars;
- Eighth** for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;
- Ninth** ~~the Employer has provided the Contractor with a schedule ('the information Release Schedule') which states the information the Architect/Contract Administrator will release and the time of that release;~~
- Tenth** for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprise or includes the Works is stated in the Contract Particulars;
- Eleventh** ~~the division of the Works into Sections is shown in the Bills of Quantities/Specification/Work Schedules and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars;~~
- Twelfth** ~~where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particular;~~
- Thirteenth** ~~Whether any of Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars.~~

Articles**Now it is hereby agreed as follows****Article 1 Contractor's obligations**

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

_____ (£ _____) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Articles (Cont'd.)****Article 3 Collaborative working**

The parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Article 4 Architect/Contract Administrator

For the purpose of this Contract the Architect/Contract Administrator is

Gavin Porritt

of Design Planning Associates (DPA), Salop House, 13 Salop
Road, Oswestry, Shropshire SY11 2NR

or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates in accordance with clause 3.4 of the Condition.

Article 5 Quantity Surveyor

For the purpose of this Contract the Quantity Surveyor is

Rob Orchard

of Cyril Orchard Management Limited, West Six,
Hortonwood West, Telford, Shropshire TF1 6AH

or, if it ceases to be the Quantity Surveyor, such other person as the Employer nominates in accordance with clause 3.4 of the Condition.

Article 6 CDM Regulations – Principal Designer and Principal Contractor

For the purpose of the CDM Regulations:

the Principal Designer is the Architect/Contract Administrator

(or) Michael Palmer

of Bowen, Old Town Hall, The Square, Ellesmere, Shropshire
SY12 0EP

or such replacement as the Employer at any time appoints to fulfil the role.

the Principal Contractor is the Contractor

(or) _____

of _____

or such replacement as the Employer at any time appoints to fulfil the role.

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Articles (Cont'd.)****Article 7 Building Regulations – Principal Designer and Principal Contractor**

For the purpose of the Building Regulations:

the Principal Designer is the Architect/Contract Administrator

(or) _____
 of _____

or such replacement as the Employer at any time appoints to fulfil the role.

the Principal Contractor is the Contractor

(or) _____
 of _____

or such replacement as the Employer at any time appoints to fulfil the role.

Article 8 Adjudication

If any disputes or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.3

Where Article 9 applies, then, subject to Article 8 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.4 to 9.9 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 9 are:

- any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- Any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 10 Legal proceedings

Subject to Article 8 and (where it applies) to Article 9, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars****Fourth Recital**

Employer's Requirements

(State reference numbers and dates or other identifiers of the relevant documents.)

Sixth Recital

Contractor's Proposals

(State reference numbers and dates or other identifiers of the relevant documents.)

CDP Analysis

(State reference numbers and dates or other identifiers of the relevant documents.)

Eighth Recital and clause 4.6

Construction Industry Scheme (CIS)

- Employer at the Base Dase
- * ~~is a 'contractor'~~/is not a 'contractor'
- for the purposes of the CIS

Tenth Recital

CDM Regulations

- the project
- * is/~~is not~~ notifiable

Eleventh Recital~~Description of Sections (if any())~~

~~(If not shown or described in the Bills of Quantities/Specification/Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.)~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****Twelfth Recital**

Framework Agreement (if applicable)
(State date, title and parties.)

Not Applicable

Thirteenth Recital and Schedule 4

Supplemental Provisions

(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision applies.)

- * Supplemental Provision 1: Health and safety
applies/~~does not apply~~
- * Supplemental Provision 2: Cost savings and value improvements
applies/~~does not apply~~
- * Supplemental Provision 1: Performance Indicators and monitoring
applies/~~does not apply~~

Article 9

Arbitration

(If neither entry is deleted, Article 9 and clauses 9.4 to 9.9 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 9 and clauses 9.4 to 9.9 apply.)

- * Article 9 and clauses 9.4 to 9.9 (Arbitration)
apply/~~do not apply~~

1.1

Base Date

September 2025

BIM Protocol (where applicable)

(State title, edition, date or other identifiers of the relevant documents.)

Not Applicable

Date for Completion of the Works

(where completion by Sections does not apply)

Friday 19th December 2025

~~Sections: Dates for Completion of Sections~~

~~Section _____ : _____~~

~~Section _____ : _____~~

~~Section _____ : _____~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****1.7.3**

Addresses for service of notices by the Parties

(If a Party's address is not stated, it shall, subject to clause 1.6.3, be that shown at the commencement of the Agreement.)

Employer

Oswestry Town Council

Contractor

TBC

The respective email addresses for the Parties are

Employer's email

HenryTeuma@Oswestry-tc.gov.uk

Contractor's email

TBC

or, subject to clause 1.7.3, such other email address as each Party may notify to the other from time to time

1.7.4

Service of notices by email

(If neither entry is deleted or an email address for each Party is not specified, clause 1.7.4.2 shall not apply.)

Clause 1.7.4.2
* applies/~~does not apply~~

Employer's email

Contractor's email

2.4

Date of Possession of the site

(where possession by Sections does not apply)

Monday 27th October 2025

~~Sections: Dates for Possession of Sections~~

~~Section _____ : _____~~

~~Section _____ : _____~~

~~Section _____ : _____~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****2.5**

Deferment of possession of the site
(where possession by sections does not apply)

Clause 2.5
* applies/~~does not apply~~

Maximum period of determent (if less than 6 weeks) is
6 weeks

~~Sections: determent of possession of Sections~~

~~Clause 2.5
* applies/~~does not apply~~~~

~~Maximum period of determent (if less than 6 weeks) is~~

~~Section _____ : _____~~

~~Section _____ : _____~~

~~Section _____ : _____~~

2.23.2

Liquidated damages
(where completion by Sections does not apply)

at the rate of
£ £2,000.00 per week

~~Sections: rate of liquidated damages for each Section~~

~~Section _____ : £ _____ per _____~~

~~Section _____ : £ _____ per _____~~

~~Section _____ : £ _____ per _____~~

2.29

~~Sections: Section Sums~~

~~Section _____ : £ _____~~

~~Section _____ : £ _____~~

~~Section _____ : £ _____~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****2.30**

Rectification Period

*(where completion by Sections does not apply)**(If no other period is stated, the period is 6 months.)*

12 _____ months
from the date of practical completion of the Works

~~Sections: Rectification Periods~~~~*(If no other period is stated, the period is 6 months.)*~~~~Section _____ : _____ months~~~~Section _____ : _____ months~~~~Section _____ : _____ months
from the date of practical completion of each Section~~**2.34.3**

Contractor's Designed Portion: limit of Contractor's liability for loss of use etc, (if any)

£ Not Applicable**4.3 and 4.9**

Fluctuations Provision

(Unless another provision or entry is selected, the JCT Fluctuations Option applies. References in this Contract to the JCT Fluctuations Options (or any provision as set out in such Option) are references to the JCT 2024 edition of that Option.)

- * ~~JCT Fluctuations Option (Contribution, levy and tax fluctuations)-~~
~~applies~~
- * no Fluctuations Provision applies
- * ~~the following Fluctuations Provisions applies~~

~~Percentage addition for the JCT Fluctuations Option (paragraph 12) (if applicable)~~~~_____ per cent~~**4.7**

Advance payment

(Not applicable where the Employer is a Local or Public Authority)

- Clause 4.7
- * applies/does not apply

If applicable

~~the advance payment will be~~

£ _____
_____ per cent of the Contract Sum

and will be paid to the Contractor on

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****4.7 (Cont'd.)****Advance payment (Cont'd.)**

It will be reimbursed to the Employer in the following amount(s) and at the following time(s)

Advance Payment Bond

*(Not applicable where the Employer is a Local or Public Authority
(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)*

- * An advance payment bond
is/is not required

4.8.1**Interim payments – Interim Valuation Dates**

(If no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)

The first Interim Valuation Date is
One month after commencement on site

_____ and thereafter the same date in each month or the nearest Business Day in that month

4.9.1**Interim payments – percentage of value**

Where the works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is
(The percentage is 95 per cent unless a different rates is stated.)

95 _____ per cent

Where the works, or those works in a Section or Relevant Part, have achieved practical completion, the percentage in respect of the completed works is
(The percentage is 97½ per cent unless a different rate is stated.)

97½ _____ per cent

4.10.4**Listed Items – uniquely identified**

(Delete the entry if no bond is required.)

- * For uniquely identified Listed Items a bond in respect of payment for such items is required for

£ _____

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****4.10.5**

Listed Items – not uniquely identified

(Delete the entry if clause 4.10.5 does not apply.)

- * For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for

£ _____

4.17.5 and 4.17.6

Relevant Matters

(in the case of each clause referred to below, where neither entry against the clause is deleted, that clause does not apply.)

Clause 4.17.5 (the effects of an epidemic on the execution of the Works etc.

- * applies/~~does not apply~~

Clause 4.17.6 (exercise of a statutory power etc.)

- * applies/~~does not apply~~

6.4.1

Contractor's Public Liability Insurance: injury to persons or property – the required level of cover is not less than

£ 10,000,000.00

For any one occurrence or series of occurrences arising out of one event

6.5.1

Insurance – liability of Employer

(Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)

Insurance

- * may be required/~~is not required~~

Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event

£ _____

6.7 and Schedule 1

Works insurance – Insurance Option applicable

Schedule 1:

- * ~~Insurance Option A applies~~
- * ~~Insurance Option B applies~~
- * Insurance Option C applies

Percentage to cover professional fees

(If no other percentage is stated, it shall be 15 per cent.)

15

per cent

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****6.7 and Schedule 1 (Cont'd.)**

~~Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is (as issued by the Contractor)~~

Where Insurance Option C applies, paragraph C.1
(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)

- * applies
- * ~~is replaced by the provisions of the following document(s)~~

(the 'C.1 Replacement Schedule')

6.10 and Schedule 1

Terrorism Cover – details of the required cover
(Unless otherwise stated, Pool Re Cover is required.)

are set out in the following (s)

6.15

The Joint Fire Code

- * applies/~~does not apply~~

If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':

- * ~~Yes~~/No

6.18

Joint Fire Code – amendments/revisions
(The cost shall be borne by the Contractor unless otherwise stated.)

The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by

- * ~~The Employer~~/the Contractor

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****6.19**

Contractor's Designed Portion (CDP) Professional Indemnity insurance

Level of cover

(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)

Amount of indemnity required

- * is for any one claim or series of claims arising out of one event
- * is the aggregate amount for any one period of insurance

(If no amount is stated, insurance under clause 6.19 shall not be required.)

and is

£150,000.00

Sub-limits within the overall level of cover

Specific exclusions listed in the relevant schedule(s) (or other policy document(s)) to the relevant policy

Expiry of required period of CDP Professional Indemnity insurance is
(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)

- * ~~6 years~~
- * 12 years
- * _____ years
(not exceeding 12 years)

7.2.1

Performance bond or guarantee from bank or other approved surety

(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)

- * ~~is required~~/is not required

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****7.2.1 (Cont'd.)**

The required form of bond or guarantee is set out in

Initial value

_____ per cent of the Contract Sum

Period of validity – if not selected in the required form, the expiry date of the performance bond or guarantee is to be
(If no entry is selected, the date shall be the date of practical completion of the Works.)

- * the date of practical completion of the Works
- * 2 weeks after the date of expiry of the Rectification Period for the Works
- * The date for issue of the certificate of making good for the Works under clause 2.31

Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is
(if no other percentage is stated, it shall be 50 per cent)

_____ per cent

7.2.2

Guarantee from the Contractor's parent company

- * ~~is required~~/is not required

Parent company's name and registration number

The required form of the guarantee is set out in

7.3

~~Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights. Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works by collateral warranties ('Rights Particulars') are set out in the following document
(State reference number and date or other identifier of the relevant document.)~~

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****8.9.2**

Period of suspension

(If none is stated, the period is 2 months.)

8.11.1.1 to 8.11.1.6

Period of suspension

(If none is stated, the period is 2 months.)

9.1

Notification and negotiations of disputes

The respective nominees of the Parties are

Employer's nominee

TBC

Contractor's nominee

TBC

or such replacement as each Party may notify to the other from time to time.

9.3.1

Adjudication

The Adjudicator is TBC

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is

(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If a body has not been selected from those listed below or another body chosen and inserted, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~Constructionadjudicators.com~~
- * ~~Chartered Institute of Architects~~

*

Carried to Collection £

CONTRACT CONDITIONS (CONT'D.)**Contract Particulars (Cont'd.)****9.5.1**

Arbitration; appointor of Arbitration (and or any replacement) – the appointer is
(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)

(If no body is selected from those listed below or another body chosen and inserted, the appointor shall be the President or a Vice-President of the body listed below selected by the Party serving the first notice of arbitration under clause 9.5. For any subsequently served notice of arbitration from any Party under clause 9.5, the appointor shall be the President or a Vice-President of the same body that was selected for the first notice of arbitration.

President or a Vice-President:

- * ~~The Royal Institution of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~Chartered Institute of Architects~~
- * _____

Carried to Collection £

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| | <p>SCHEDULE OF WORKS FOR ROOF COVERINGS AND ASSOCIATED WORKS AT THE CENTRE, OAK STREET, OSWESTRY, SHROPSHIRE SY11 1LW</p> <p>VOLUME NO. 1 - PRELIMINARIES</p> <p>SUMMARY</p> <p>Section No. 1 - Introduction</p> <p>Section No. 2 - Pre-Construction Information</p> <p>Section No. 3 - General Requirements</p> <p>Section No. 4 - Specific Requirements</p> <p>Section No. 5 - Trade Preambles</p> <p>Section No. 6 - Contract</p> | |
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