



## **STANDARD PROJECT NOTES SUPPLY AND DELIVER CONTRACTS**

### **1. TECHNICAL**

#### **1.1 Finishes**

Soffit surface finish is to Type 'A' as described in clause 6.2.7.3 of BS 8110:1997 and further referred to in the Bison Precast Flooring or Structural Precast Concrete Specifications.

The following should be noted in respect of projects requiring an Exposed Soffit Finish;

Type 'A' finish is to some extent open to interpretation. On projects requiring an Exposed Soffit Finish we propose that prior to entering into any contract the potential customer inspects sample unit(s) held at our production facility. Such sample unit(s) will constitute the agreed finish benchmark.

Designers should appreciate that it is virtually impossible to achieve dense, flat, smooth, even coloured, blemish free concrete surfaces directly from formwork. To achieve such a standard of finish, some degree of making good is inevitable.

Where strict colour consistency is required Bison recommends the application (by others) of a textured paint finish where this is applied in accordance with the manufacturers' instructions. Unless otherwise stated Bison scope excludes any requirement to improve soffit finish beyond the as struck standard.

Sides and top surfaces of precast flooring units are "as extruded" as described in table 5.5 of BS8110:1997. Final top surfaces to in-situ joints / strips will be subject to differential settlement arising from shrinkage and movement of the floor area during construction and will also be impacted by differential camber of adjacent precast units.

In order to achieve a reasonably level top surface, it may be necessary to provide local levelling to accommodate manufacturing and constructional tolerances. Such levelling is to be undertaken by the Customer at the Customers cost.

#### **1.2 Drainage Points**

Water may accumulate within the cores of hollowcore units due to exposure during construction. Unless specifically instructed by the Customer and as part of Bison's production process, Bison will provide drainage points to units with factory formed reduced / troughed / solid / capped ends only. Any requirement for drainage points in other locations is excluded by Bison and is the responsibility of the Customer.

Where drainage points are provided in Bison units, the Customer is responsible for opening them out, keeping them clear during construction and for subsequent infilling / making good as required. In the event that the Customer fails to undertake the foregoing, Bison shall not be liable for any direct or consequential loss and / or expense arising from such failure.

#### **1.3 Lifting Hooks**

To facilitate the safe and efficient handling of Bison 65mm, 75mm solid planks and 300mm to 450mm deep hollow core slabs they will be supplied with cast-in lifting pins/hooks as standard.

For Bison 100mm solid planks and 150mm to 260mm deep hollow core slabs cast-in lifting pins/hooks are available to Customer order at an extra over rate. The provision of cast-in lifting pins/hooks in

100mm solid planks and 150mm to 260mm deep hollow core slabs is excluded from Bison's scope of works unless stated in Bison's quotation.

When quoted for, lifting pins are used in 65mm, 75mm and 100mm solid planks and 150mm sound weight hollow core slabs, all other depths of hollow core slabs receive lifting hooks.

Where Bison units are provided with lifting hooks any resultant infilling that may be required to the slab recess around the lifting hooks or scabbling raised areas is to be carried out by others at no cost to Bison.

#### 1.4 **Structural Topping**

For technical reasons Bison recommends that grouting of all joints between Bison units is carried out prior to the placing of any structural topping.

### 2. **DELIVERY**

#### 2.1 **Transport**

Precast units will be delivered on articulated or rigid vehicles as detailed within Bison's quotation. Where access restrictions on site, or at the customer's request, or for any other restriction outside the control of Bison, dictate a reduction in the size of vehicle or a change in the vehicle specification, such changes will be subject to availability and at an additional cost. Availability and cost implications will be advised as soon as Bison receives confirmed access details.

#### 2.2 **Delivery Period**

The delivery period will be discussed and agreed with the Customer. The delivery period will be subject to receipt of official order and adequate working drawings to enable (if appropriate) the completion of the design.

In agreeing programmes of work, Bison accepts no liability for delays arising from equipment and / or vehicle breakdown, adverse weather, traffic conditions or other matters beyond Bison's reasonable control.

To assist with the programming of manufacture and safe/efficient loading of delivery vehicles Bison requires the site specific sequence of erection a minimum of 3 weeks prior to Bison's anticipated site start date. Arrangements in respect of short lead times are to be agreed at time of order.

#### 2.3 **Cancelled / Postponed Deliveries / Varied Delivery Requirements**

All amounts are net and exclude vat.

In event that deliveries are cancelled / postponed after 2pm and before 5pm the working day prior to an agreed delivery date, the customer will be liable for a late cancellation charge of 50% of the load charge plus 25%.

In event that deliveries are cancelled / postponed after 5pm the working day prior to an agreed delivery date, the customer will be liable for a late cancellation charge of 100% of the load charge plus 25%.

In the event that deliveries are cancelled / postponed / unable to be offloaded on the day of an agreed delivery date for reasons outside of Bison's reasonable control, the customer will be liable for a late cancellation charge comprising abortive haulage, labour, craneage, passive fall protection, double handling, storage etc plus 25% excl vat. Such charge is to apply irrespective of whether a load has departed Bison's production facility.



Delivery requests rec'd > 2pm working day prior	Extra over 10% of load cost plus 25%
Delivery requests rec'd > 5pm working day prior	Extra over 25% of load cost plus 25%
Loads on Saturdays:	Extra Over £150 per load
Loads on Sundays:	Extra Over £200 per load
Loads on Bank Holidays:	Extra Over £200 per load
Waiting Time	£60 per hour (chargeable after 2 hours from booked time)
Abnormal Loads – Additional Person in Cab	Extra Over £200 per load
Abnormal Loads – Police Escort etc	Price on Application
Out of Hours Movements (before 7am, after 6pm)	Extra Over £75 per load
Trailer Hire (Standard)	£150 per trailer per week
Trailer Hire (Step Frame)	£600 per trailer per week
Vehicles Held Overnight	Abortive Haulage Cost + £75 all plus 25%

#### Supplemental Additional Charges Specific to Loads Ex Bison's Uddingston Facility into sites in England

In event that deliveries are cancelled / postponed within 2 working days prior to an agreed delivery date, the customer will be liable for a late cancellation charge of £500.

Waiting Time > 24 hours (weekdays)	£600 per day
Waiting Time > 24 hours (weekends)	£750 per day
Friday Deliveries not tipped by 2pm	Extra Over 70% of load charge + 25%
Weekend / Bank Holiday Deliveries	Extra Over 70% of load charge + £100 all + 25%

## 2.4 **Delivery & Site Erection**

Bison's quotation only allows for the supply and delivery of Bison precast units. All unloading, fixing, grouting, make up strips, any structural topping to composite areas etc. is to be undertaken by others at no charge to Bison.

All resources, site installation plans, method statements, risk assessments, SSOW etc required for unloading and site fixing / erection of Bison's precast units to be provided by others at nil cost to Bison. It is Bison's customer's responsibility to ensure that the resources used to off-load and erect Bison's units are suitably trained, qualified, experienced and competent.

Upon receipt of order or at the Customers prior request, Bison shall be pleased to provide Bison's handling and fixing instructions.

If Bison's precast units are to be stacked on site, they must be stacked in the same way as they are transported, with timber battens placed between the units. Battens for site stacking are not included in Bison's quotation. Bison accepts no liability for the handling, erection / fixing, stacking or safe storage of Bison units on site. The Customer is referred to Bison's handling and fixing instructions. In the event that timber battens are not returned to Bison, the Customer will be liable to pay Bison at the net rate of £100 per load.

When unloading or transporting Bison's precast units, a fork lift vehicle, or any method which supports the units near their centre must not be used.

## 2.5 **Notification of Errors**



Notification of any errors, omissions or defects in the precast units supplied must be made to Bison verbally within 24 hours of delivery, and confirmed in writing within 7 working days of delivery failing which Bison cannot be held responsible and accepts no liability whatsoever.

### **3. HEALTH & SAFETY**

#### **3.1 Passive Fall Protection**

When working at any height, where there is a risk of an injury due to a fall, e.g. upper floors and/or floors over basements and delivery vehicles, passive fall protection must be provided by others during installation of all precast concrete floors and stairs.

Passive Fall Protection is to be in accordance with the Health and Safety at Work etc Act 1974, the Management Health and Safety at Work Regulations 1999, and the Working at Height Regulations 2005 and is to be at the Customers cost.

#### **3.2 Trailer Fall Protection**

Trailer fall protection is not included within Bison's quotation and it is for the Customer to provide at the Customers cost.

#### **3.3 Construction Design and Management Regulations 2007**

To satisfy the requirements of the Construction Design and Management Regulations 2007, Bison will provide all information for the Health and Safety file in an electronic format only. 3 copies of a CD Rom will be supplied as standard.

### **4. ACCOUNTS & PAYMENT**

#### **4.1 Projects Exceeding Their Fixed Price Period**

Prices contained within Bison's quotation are valid for the period stated. Unless otherwise agreed, Bison reserves the right to apply an immediate increase to all materials and or services supplied beyond this period. In the absence of any other agreement, all rates will be subject to an uplift of RPI + 8%, where RPI is taken as the rate published by the government as at the 1<sup>st</sup> of January immediately preceding the date of expiry.

#### **4.2 Accounts**

Approved accounts will be subject to a trade limit, either agreed upon the placing of an Order or as previously agreed. Non-approved accounts will be strictly on a pro forma basis.

#### **4.3 Payment**

Should payment be delayed beyond the agreed terms, Bison reserves the right to suspend deliveries to the Customer and to review trading terms forthwith following the giving of notice, in writing, to this effect. If any part of Bison's applications for payment is contested, then such sum under query shall be notified to Bison for resolution within 7 days of the application / invoice date, the balance not the subject of query shall be due and paid in accordance with agreed payment terms.

The obligation to pay Bison in respect of works carried out / product delivered shall not be subject to any "pay when paid" or "pay when certified" provisions. Completion of contract documents / warranties / CDM documentation etc shall not be a condition precedent to payment.

All goods shall remain the property of Bison until full payment (cleared funds) for them has been received.



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#### 4.4 **Retention**

Payment shall be made in full. No monies shall be deducted by way of retention.

#### 4.5 **Value Added Tax (VAT)**

Bison's quotation is exclusive of VAT. To the extent that the supply of goods or services arising from Bison's quotation is subject to VAT, the amount of VAT shall be added to amounts due under any ensuing contract.

#### 4.6 **Design**

Bison retains the right at the design stage, to exclude from the contract at no cost or expense to Bison, any areas and/or products that Bison deems unsuitable and/or impractical to be constructed using Bison precast concrete products.

#### 4.7 **Rights of Third Parties**

Nothing in any ensuing contract shall confer or purport to confer on any third party any benefit or any right to enforce any terms or conditions of same.

#### 4.8 **Aggregates Levy**

Bison's quotation includes for Aggregates Levy at the current rate of £2.00/tonne. Notwithstanding the terms of any fixed period offered/agreed Bison reserves the right to recover any increase to this levy or any other similar tax that may be introduced at a future date from the Customer.

#### 4.9 **Liquidated and Ascertained Damages (LAD's)**

Where LAD's are applicable, Bison's maximum liability under any ensuing contract will be 10% of the sub-contract value.

