

TENDER DOCUMENT
MARDEN PARISH HALL
MARDEN ROAD
HEREFORD



EMPLOYER

MARDEN PARISH COUNCIL
THE BEECHES
EDWYN RALPH BROMYARD
HEREFORDSHIRE
HR7 4LY

EMPLOYER'S AGENT
WALTON ARCHITECTURAL LIMITED
17 DARK LANE
BIRMINGHAM
B47 5BS

VINCENT + PARTNERS
quantity surveyors • construction cost consultants
8 Wells View Drive, • Bromley•Kent•BR2 9UL

APRIL 2024

SECTION 1 PRELIMINARIES

APPENDIX A EMPLOYER’S REQUIREMENTS

APPENDIX B ARCHITECT’S DRAWINGS

APPENDIX C TOPOGRAPHICAL SURVEY and SITE INVESTIGATION REPORT

APPENDIX D PLANNING INFORMATION

APPENDIX E CONTRACT SUM ANALYSIS

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APPENDIX G	LIST OF SUB CONTRACTOR WARRANTIES

SECTION 1

PRELIMINARIES

VINCENT + PARTNERS

quantity surveyors • construction cost consultants
8 Wells view Drive, Bromley, Kent BR2 9UL

April 2024

PRELIMINARIES
Project particulars

- A The site is situated at the junction of Walkers Road, Marden and is a development site
- B The term 'Employer' will mean: -

Marden Parish Council
The Beeches
Edwyn Ralph
Bromyard
Herefordshire
HR7 4LY
- C The term 'Employer's Agent' will mean: -
Walton Architectural Limited
17 Dark Lane
Birmingham
B47 5BS
- D The term the quantity surveyor will mean :-
Vincent + Partners
8 Wells View Drive
Bromley
Kent
BR2 9UL
- E The term the CDMC will mean :-
Walton Architectural Limited
17 Dark Lane
Birmingham
B47 5BS
- F The term structural engineer will mean :-
L Walton Engineering
Unit C,
The Court Yard,
Houndsfield Lane,
Wythall,
B47 6LS
- G The term the building control inspector will be :-
Herefordshire Council Building Control,
Plough Lane,
Hereford
HR4 0LE

Drawings and other documents.

- A The contract drawings which shall form part of the 'Employer's Requirements' are those listed in Appendix B - Schedule of Contract Drawings.
- B The Contractor shall provide all drawings required for the discharge of any planning conditions, Building Regulation Approval and all other such drawings as are required to form part of the 'Contractor's Proposals' for incorporation into the Contract Documents including but not limited to:
- Working drawings generally
- Topographical site survey at 1:100
- Mechanical layouts showing soil and waste plumbing hot and cold water and heating services comfort cooling extract fans and controls at 1:50
- Electrical layouts showing positions of socket outlets light points fitting outlet points fused spurs distribution boards and the like at 1:50
- External works and landscape plans at 1:50
- Roads driveways and footpaths plans and sections at 1:50
- Retaining walls garden walls steps patios plans and sections at 1:50
- Landscape plans at 1:50
- Landscape details at 1:20
- Drainage layouts showing levels manholes gullies and channels at 1:50
- Structural drawings at 1:50
- Structural details at 1:20
- for comment by the Employer's Agent 5 working days prior to general issue.
- C The Contractor will be responsible for checking that the drawn information which forms part of the Employer's Requirements includes all elements and design detail described within the written requirements. The Contractor shall allow for any such items not shown on the drawings and will be deemed to have made financial provision for same.
- D Any drawn information which indicates design of a higher standard than described within the written requirements shall be deemed to have been provided for by the Contractor and shall form part of the Contract works.

SECTION 1
PRELIMINARIES

- A The Employer's Requirements are not intended to be exhaustive and shall not limit the Contractor's design liability under the terms of the Contract.
- B The Contractor shall advise the Employer's Agent of any variance between the Employer's Requirements and the Contractor's Proposals and unless otherwise agreed the Employer's Requirements shall prevail.

The site

- C The site is on Land adjacent to New House Farm and Marden Primary Academy as indicated on drawing 170-01003 Proposed Site Plan
- D The Contractor shall satisfy himself of the actual site boundaries and that they accord with the actual physical situation on site.
- E Access to the site shall be from the access road off Walkers Green which is a joint access to existing properties and to the development site adjacent to these proposed works
- F The Contractor shall be deemed to have visited and inspected the whole of the site and surroundings and to have satisfied himself as to the accessibility of the site, the full extent and character of the site, the availability and times of vehicle parking, the availability and supplies of gas, water and electricity for temporary lighting and power and of other services required in the execution of the works and of all local conditions and restrictions.

Description of the Works

- G The Works generally comprise the design and construction complete of a new Single storey Parish Hall complete with external works, access road, footpaths, car parking, external lighting, landscaping, boundary walls, retaining walls, fencing, external services and drainage generally all as indicated on the contract drawings.
- H Planning permission has been applied for and the contractor is referred to the County of Herefordshire District Council which would appear to be approving the proposal
- I The Works include as applicable obtaining and complying with any necessary additional Planning Permissions, Building Regulation Approvals and any other Statutory Bodies Approvals.
- J Specific materials mentioned herein are indicative of the standard required - the Contractor is responsible for ensuring availability of materials suitable for the purpose intended.
- K The parish council have agreed to lease the residential developer (RD) the open space to the east of the site (see compound plan). In exchange the RD will install drainage runs into the site from their system. The details are as follows;

1. 18mts of 100mm diameter surface water sewer from S63 chamber within residential site and over into the boundary of the parish land
2. 14mts of 150mm diameter foul drain from F19 within the estate road and across and beyond into the boundary of the Parish land

The contractor will have access onto this land to complete the drainage works relevant to this contract and then once complete it will be handed back to RD

The contractor is to liaise with the RD to obtain access to the RD area and drainage chambers to ensure and minimise disruption to the development

The Contractors is to strictly observe all the requirements relating to hedgerows and trees for their protection and the creation of root protection areas and assess the impact on the design of foundations. drains, roads and paths etc

Form of Contract

- A The Form of Contract will be the JCT Design and Build Contract 2016.
- B The Contract shall be executed as a Deed.
- C The Contractor is referred to the full text of the Conditions and shall allow for any costs involved in compliance with the terms thereof.

Recitals

First Recital

Insert 'a new single storey Parish Hall building complete with external works, access road, footpaths, car parking, external lighting, landscaping, boundary walls, retaining walls, fencing, external services and drainage generally all as indicated on the contract drawings on Land adjacent to New House Farm and Marden Primary Academy as indicated on drawing 170-01003 Proposed Site Plan

Fifth Recital – shall be deleted

Articles

Article 1: Contractor's Obligations

Article 2: Contract Sum

Article 3: Employer's Agent.

Insert

Walton Architectural Limited
17 Dark Lane
Birmingham
B47 5BS

Article 4: Employer's Requirements and Contractor's Proposals.

Article 5: CDM Coordinator

Insert

Walton Architectural Limited
17 Dark Lane
Birmingham
B47 5BS

Article 6: Principal Contractor

Article 7: Adjudication

Article 8: Arbitration

Article 9: Legal proceedings

CONTRACT PARTICULARS

Part 1: General

<i>Clause etc</i>	<i>Subject</i>	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	Description of Sections (if any)	Not applicable
Sixth Recital	Framework Agreement	Not applicable
Seventh Recital	Supplemental Provisions – Part 1	
	Site Manager	Applies

**SECTION 1
PRELIMINARIES**

Article 4	Employer's Requirements	Means the Employer's Requirements attached hereto at Annexure 1
Article 4	Contractor's Proposals	Means the Contractor's Proposals to be attached at Annexure 2
Article 4	Contract Sum Analysis	Means the Contract Sum Analysis to be attached at Annexure 3
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	April 2024
1.1	CDM Planning Period	Shall mean the period of 4 weeks ending on the Date of Possession
1.1	Date for Completion of the Works	24 working weeks from date of possession
	Sections: Dates for Completion of Sections	Section : Not applicable
		Section : Not applicable
		Section : Not applicable
1.7	Addresses for service of notices etc. by the Parties	Employer Contractor:
2.3	Date of Possession of the site	TBA
	Sections: Dates of Possession of Sections	Not applicable
2.4	Deferment of possession of the site	Clause 2.4 applies Maximum period of deferment is 6 weeks
	Sections: deferment of possession of Sections	Not applicable
2.17.3	Limit of Contractor's liability for loss of use etc (if any)	Nil
2.29.2	Liquidated Damages	At the rate of £3,000.00 per week or part thereof

**SECTION 1
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	Sections: rate of liquidated damages for each Section	Not applicable
2.34	Sections: Section Sums	Not applicable
2.35	Rectification Period	12 months from the date of practical completion of the Works
	Sections: Rectification Periods	Not applicable
4.6	Advance payment	Clause 4.6 does not apply
4.6	Advance Payment Bond	Not applicable
4.7	Method of payment – alternatives	periodically in accordance with Alternative B (clause 4.14)
	Alternative A: Stage Payments	The first date is to be agreed and thereafter the same date in each month or the nearest Business Day in that month
4.15.4	Listed Items – uniquely identified	Not applicable
4.15.5	Listed Items – not uniquely identified	Not applicable
4.17	Contractor's Retention Bond	Clause 4.17 does not apply
4.18.1	Retention percentage	Five per cent
4.19 and Schedule 7	Fluctuations Options	Clause 4.19 and Schedule 7 do not apply
	Percentage addition for Fluctuations Option A, paragraph A.12 or Option B, paragraph B.13	Not applicable
	Formula Rules	Not applicable
5.5	Daywork	Does not apply
6.4.1.2	Contractor's insurance – injury to persons or property Insurance cover (<i>for any one occurrence or series of occurrences arising out of one event with no limit to the number of events</i>)	£10,000,000.00
6.5.1	Insurance - liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event - £10,000,000.00
6.7 and Schedule 3	Insurance of the Works – Insurance Options	Schedule 3: Insurance Option A applies

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6.7 and Schedule 3 Insurance Option A (paragraphs A1 and A3)	Percentage to cover professional fees	15 Per cent
6.7 and Schedule 3 Insurance Option A (paragraph A.3)	Annual renewal date of insurance	To be supplied by the Contractor
6.12	Professional Indemnity Insurance	
	Level of cover	Amount of indemnity required is the aggregate amount for any one period of insurance and is £2,000,000.00
	Cover for pollution and contamination claims	Is not required
	Expiry of required period of Professional Indemnity Insurance is	12 years
	Expiry of required period of Professional Indemnity insurance	12 years
6.14	Joint Fire Code	The Joint Fire Code applies Delete 'Yes'
6.17	Joint Fire Code – amendments/revisions	The cost if any of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 (where Sections do not apply)	Clause 7.2 applies
	Sections: rights under clause 7.2	Not applicable
8.9.2	Period of suspension	
8.11.1.1 to 8.11.1.6	Period of suspension	
9.2.1	Adjudication	The Adjudicator is
	Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or	The Royal Institution of Chartered Surveyors

**SECTION 1
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	unable to act (whenever that is established)	
9.4.1	Arbitration Appointor of Arbitrator (and of any replacement)	Not applicable

Site Investigation

- A The Contractor is referred to Groundsure's report on potential for environmental risk associated with the site and dated 23 February 2018 reference SF-4757794 and shall comply with the terms and recommendations therein.

Topographical Survey

- B The Contractor is referred to the topographical site survey drawing number 170-01001 in order to determine site levels, site topography, boundaries, existing features, trees, roadway, existing structures, drainage, etc.

Practical completion

- C The Contractor shall snag the works and send one set of the snagging sheets to the Employer's Agent. After the Contractor has confirmed in writing that his snagging has been satisfactorily completed the Employer's Agent shall snag the completed Works approximately two weeks prior to the programmed or anticipated handover date.
- D Two weeks prior to the Date for Completion there shall be a pre-handover inspection in order that the Employer's Agent may satisfy himself on the achievability of the official hand-over date. Depending on the number type and seriousness of any defects and/or snagging items found, the handover date may be reviewed.
- E Inspection or snagging will not relieve the Contractor of his Contractual responsibilities should subsequent defects be found.
- F The Contractor shall give a minimum of four weeks notice of completion.
- G The Contractor shall make arrangements with the Employer and give reasonable notice of the precise dates when access is required to the various parts of the Works for the purposes of making good defects.

Making Good Defects

- H Notwithstanding the provisions of clause 2.35 the Contractor will be required to make good defects of the following nature within the time scale stipulated hereunder: -

I Emergencies - within 24 hours including weekends and public holidays

Water leak

Electrical fault likely to cause shock or fire

Gas leak

Loss of water supply

Loss of gas supply

Loss of electrical supply

Loss of space or water heating

Urgent - within 5 working days

Any defect causing inconvenience to occupiers or have the potential to become an emergency

Routine – within 20 working days

All other minor defects

Referred to end of rectification period (12 months)

Items not detrimental to health or safety or considered to be categorised above
The Contractor shall notify the Employer when the defect has been remedied.

- A The Contractor shall provide a 24/7 contact telephone number for the reporting of defects. Alternatively by agreement with the Employer a specialist maintenance contractor shall be appointed to deal with out of hours emergencies and costs thereby incurred deducted from monies due to the Contractor.
- B If the Contractor fails to respond or is unable to carry out the necessary repairs within the time scales above the Employer will employ others to make good the defect and the costs incurred (including a £100.00 administration charge) will be deducted from the Final Account.

Insurances

- C The policy or policies of insurance to be effected by the Contractor under Section 6 of the Conditions shall be endorsed to note the interest of the Employer and shall be maintained until the day named in the Certificate of Practical Completion. Alternatively the policies shall contain an indemnity to principals' clause.

Value Added Tax

- D All work will be subject to VAT payable at the standard rate

Energy efficiency

- E The Contractor shall design and construct the development to achieve the statutory energy efficiency

Professional Sub - Contractors' Deed of Warranty

- F Professional sub - contractors employed by the Contractor shall enter into a Deed of Warranty with the Employer in a form to be approved by the Employer's Agent.

Sub - Contractors' Deed of Warranty

- G Sub - contractors employed by the Contractor shall enter into a Deed of Warranty with the Employer in a form to be approved by the Employer's Agent.
- H The Contractor shall use his reasonable endeavours to procure Deeds of Warranty from sub - contractors with design input to the Works.

Party Wall Awards

- A Should any works be subject to the Party Wall etc. Act 1996 the Employer shall appoint a Party Wall Surveyor to act on his behalf on all matters covered by the Act. The Employer shall be responsible for the Party Wall Surveyors fees together with any adjoining owners' fees and all expenses connected thereto.
- B The Contractor shall be responsible for programming all Party Wall matters within the overall contract programme and for supplying all drawings details calculations and the like that may be required by the Party Wall Surveyor in giving the appropriate notices under the Act. The Contractor shall allow for the cost of carrying out all works necessary in connection with any published Award and any subsequent remedial work.

Contractor's Proposals

- C The Contractor's Proposals shall be as set out in Annexure 2 to the Conditions.

Contract Sum Analysis

- D A Contract Sum Analysis shall be as set out in Appendix E and attached to the Conditions.

Construction (Design and Management) Regulations 2007

- E The Contractor shall comply with the provisions of the Construction (Design and Management) Regulations 2007.

Health and Safety File

- F The Principal Contractor shall produce the Health and Safety File in a format to be agreed with the CDM Co-ordinator and shall contain (but not be limited to) the following documents: -
- G Maintenance instructions and guarantees provided by manufacturers, suppliers and sub-contractors
- H Electrical test certificates
- I Gas test certificates.
- J A test certificate to certify that all television signal outlets are operational.
- K 'As built' specification
- L 'As built' drawings to a scale of not less than 1:200 to show all external services and underground mains, including utility drains, drainage, manholes etc.
- M 'As built' drawings to a scale of not less than 1:100 showing the position of all electrical, gas and water services and meters, including stop valves and other similar service controls, pipe runs and access panels
- N Formal notice from the Local Authority certifying that all conditions attached to the planning permissions have been discharged.
- O Building Control Completion Certificates.
- P Maintenance manuals.
- Q Meter readings, taken on the day of handover.

GENERAL CONDITIONS

Management of the Works

- A The Contractor shall provide full and adequate supervision during the progress of the Works and shall retain an authorised Site Manager on the site in accordance with Schedule 2 Supplemental Provisions Part 1.1 of the Conditions.
- B The Contractor shall arrange monthly site meetings to be chaired by the Employer's Agent at which times a progress report is to be provided. The Employer's Agent will take and distribute minutes of site meetings.

Materials

- C Samples of proposed materials, goods and workmanship shall, if required by the Employer's Agent, be submitted for approval and these samples kept by the Employer's Agent who shall have the power to reject all such materials and goods and to condemn such workmanship as do not correspond with the approved samples. The Employer's Agent may, whenever he considers it desirable, arrange for testing of any materials or goods and for examination of workmanship before they leave the maker's premises as well as after delivery on the site, and the Employer's Agent shall be at liberty to reject any materials or goods after delivery should he consider them unsatisfactory, notwithstanding the preliminary test and approval of the materials or goods at the maker's premises. Where such materials, goods or workmanship prove unsatisfactory the Contractor shall bear the cost of the tests and of any incidental expenses.

Unacceptable materials

- D None of the following shall be specified for use in construction: -
High alumina cement in structural elements
Wood wool slabs in permanent formwork to concrete
Calcium chloride in admixtures for use in reinforced concrete
Asbestos products
Naturally occurring aggregates for use in reinforced concrete which do not comply with British Standard 882:1992 and/or naturally occurring aggregates for use in concrete which do not comply with BS 8110: 1985
- E In addition to and separate from the foregoing banned materials, any other substances or procedures publicised prior to the time of specification or use as the case may be in any Building Research Establishment Limited (BRE) publications issued as part of the 'BRE Professional Development' service which the BRE recommend are not used for building purposes or the type of buildings comprised in the Development or which the BRE identify as harmful to the health and safety of those constructing or using the buildings of the type comprised in the Development and any products which use such substances or procedures in their operation

Safety, health and welfare of workpeople

- A The Contractor shall comply with all regulations and legislation and shall implement such procedures, controls and methods of operation and site administration, take all necessary measures to ensure the safety and to protect the health and welfare of all persons operating on and/or visiting the site for whatever reason or who might be affected by the undertaking of the works on the site. The Contractor shall provide and maintain welfare and safety measures to a standard not inferior to that laid down in statutory instruments, rules and orders and subsequent amendments thereto for all workpeople employed on the site including the employees of sub-contractors. The Contractor must provide industrial safety helmets to BS 5240 for the use of all personnel and authorised visitors and ensure that they are worn at all times as required by the appropriate Regulations. All personnel and authorised visitors shall be required to wear hi-vis jackets/waistcoats and suitable footwear at all times.

Asbestos

- B Where Asbestos or materials containing (or possibly containing) Asbestos are to be stripped out, licensed specialist Contractors are to be used. Where working in an existing building and where no Asbestos has been previously identified, the Contractor shall take all necessary steps to ensure that any Asbestos present (or materials which might contain Asbestos) is brought to the attention of the Contract Administrator/Employer's Agent as soon as it is discovered. On no account shall the Contractor work in an area where the presence of Asbestos is suspected until such time as the area is declared safe. In all cases the Contractor will comply with all current relevant legislation, codes of practice and guidance issued by the HSE including the Approved Code of Practice (ACOP) dealing with the 'Management of Workplace Asbestos', etc. relating to the management, handling and disposal of Asbestos. (See also previous references to 'Asbestos Survey and/or Information').

Control of substances hazardous to Health

- C The Contractor shall comply with the provisions of all relevant legislation or any order or regulation made thereunder insofar as they apply to the site or works.

Maintaining and cleaning the site

- D The Contractor shall regularly remove all redundant materials, debris and rubbish from site and shall keep the works and the site clean and tidy at all times.

Storage of LPG canisters or cylinders

- E Persons using Liquefied Petroleum Gas must not store the cylinders on the premises during the Works. The Contractor's attention is drawn to the Code of Practice for keeping LPG in cylinders and similar containers and related codes, recommendations and regulations issued by the Health and Safety Executive. He will be responsible for ensuring that all persons engaged in the works comply with the Code of Practice and other regulations and guidelines.

Fire precautions

- F The Contractor shall take all necessary precautions to prevent the risk of fire and shall provide fire fighting equipment for dealing with localised fires that may arise during the course of the Works. All items that may be a fire hazard must be safely and securely stored when not in use. The Contractor shall ensure that no materials arising from waste alteration or demolition work are left in such a way as to cause a fire hazard. Fire escape strategies are to be developed and publicised and clear relevant signage displayed.

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- Waste management strategy
- A The Contractor will put forward his proposals for the minimisation and management of construction waste. This will include for the provision of segregated bins/skips for the efficient disposal of all waste. The proposals are to be put forward and agreed with the Employer's Agent prior to the commencement of construction works.
- Disposal of material from site and prevention of spoil dumping
- B The Contractor shall take all necessary steps to prevent excavated spoil, rubbish, surplus material etc., arising from the Works being dumped on an area other than a licensed or authorised tipping area.
- Maintenance of roads
- C The Contractor shall be responsible for making good any damage to roads and footpaths and services underneath or adjoining, whether public or private, caused by the Contractor, his sub-contractors or suppliers or any operation or person connected with the Works including the cartage of plant or materials by either the Contractor or any sub-contractor under the contract, and he shall indemnify the Employer against loss or damage or claims by the local authority or others for damage to roads, paths, etc., as a result of carrying out the works.
- D The Contractor shall be responsible for keeping roads, footpaths etc. free from mud, dust or rubbish arising from the Works.
- E Materials shall not be stored outside of the site boundaries.
- Trespass and nuisance
- F All reasonable means shall be used to avoid inconveniencing or causing a nuisance to owners or occupiers of adjoining or nearby properties and to the general public.
- G No workpeople employed on the Works shall be allowed to trespass upon adjoining properties. If the execution of the Works requires that workpeople must enter upon adjoining or nearby property the necessary permissions shall first be obtained by the Contractor in writing. The Contractor shall ensure that all work carried out with such permissions is done expeditiously. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor, his agents, servants or workpeople in this respect.
- H The Contractor shall not obstruct any public way or cause nuisance or annoyance to adjoining owners and shall not interfere with any right of way or light to neighbouring properties and any notice received by him or left upon site requiring the discontinuance or suspension of any part of the Works shall at once be forwarded by him to the Employer or if given verbally, shall at once be communicated by him to the Employer in writing. The Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor or of his agents or workmen in this respect.
- I No fires will be allowed on site.
- J The Contractor shall ensure that all workpeople engaged upon the works maintain modesty of dress and behaviour at all times.

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- A Any work person using foul and/or intemperate language or disporting themselves in a manner which is offensive or indecent or annoying or which gives rise to a nuisance or annoyance to the general public, visitors to, or users of the site, adjoining or nearby properties shall upon a complaint being received be immediately removed from site and will not be permitted to return to site without the written permission of the Employer's Agent.

- B The playing of radios and similar devices will not be allowed on the site.

Adjacent property etc.

- C Prior to commencement of the Works, the Contractor shall prepare a Schedule of Condition including a photographic record of the site boundaries existing roads footpaths sewers and the like adjacent to the site and take all reasonable precautions to prevent damage thereto. Any damage caused shall be made good at the Contractor's expense.

- D If access is required to adjacent property the Contractor shall make arrangements to obtain all necessary licences and permissions give all necessary notices to the Local Authority and any other interested parties, and pay all fees, expenses, charges and compensations in connection therewith.

Watching and lighting

- E The Contractor shall provide all watching, lighting and everything else necessary by day and night for the protection of the public and for the security of the works, including goods, materials, plant, etc. on the site to whomsoever belonging.

Police regulations

- F The Contractor shall comply with all regulations and instructions that may be given by the Police in respect of the Works including those affecting traffic, the parking of vehicles, etc. and entry to and exit from the site.

Existing services, cables, drains and the like

- G Before commencing site operations, the Contractor shall notify all utility companies communication companies and Local Authorities concerned that work will be commencing on site.

- H The Contractor will make all necessary enquiries and undertake all necessary surveys in order to determine the routes of any existing services and drainage affected by the Works and allow for all costs in undertaking any alterations, extensions, re-routing or renewal that may be required.

- I No diversion or lowering of any existing live service mains, communication cables, sewers and the like shall be carried out without the agreement of the Employer's Agent. Any temporary disconnections that are necessary in connection with the Works shall be done at such time as may be directed by the Employer's Agent. The Contractor shall be responsible for maintaining close liaison with the utility companies, communication companies and the Local Authority so as to avoid any disruption of the existing services.

- J The Contractor shall take all the necessary precautions to support, maintain and protect any existing pipes, ducts, drains, sewers, services, overhead or buried cables and the like during the execution of the Works, to the satisfaction of the Employer's Agent and make good any damage and/or pay costs or charges in connection therewith. In the event of any damage the Contractor shall immediately notify the Employer's Agent and the relevant company or Authority.

SECTION 1
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- A The Contractor shall determine if any wayleaves, easements, covenants, and/or the like exist in respect of existing services, drainage, etc. and will make all necessary arrangements and pay all fees, costs, and charges necessary and incurred to nullify, amend or re-negotiate such agreements and/or restrictions to the satisfaction of the Employer and to allow unhindered development and use of the site. The Employer will be responsible for his own legal costs in this respect.
- B Particular care must be taken not to interrupt services to adjoining premises. No services shall be cut off without a prior survey to ensure that those services do not supply any adjoining, adjacent or neighbouring premises. Any damage or expense caused to occupiers of adjoining, adjacent or neighbouring premises arising from cutting off or interrupting services whether caused by accident or otherwise shall be the liability of the Contractor.
- C The Contractor shall allow for taking all reasonable precautions to ensure the efficient protection of all streams, waterways and ditches against pollution arising out of, or by reason of, the execution of the Works.

Protection of trees

- D Prior to commencement of the Works the Contractor shall agree a schedule of condition with the Employer's Agent of all trees and shrubs that are to be retained and provide protection of same. Any such tree or shrub damaged or removed without the written permission of the Employer's Agent shall be replaced with trees or shrubs of similar character at the Contractor's expense.

Site security

- E Provide for the security of the Works, materials and plant at all times.

Protection of the works from inclement weather

- F Protect the whole of the Works from inclement weather. Works shall not be executed in weather that, in the opinion of the Employer's Agent, will prevent the work achieving and/or maintaining the specified quality. Any approval obtained from the Employer's Agent to carry out such work shall not exonerate the Contractor from having to reinstate any work not achieving the specified quality.

Access to site for Employer's representatives

- G The Contractor shall allow access for inspection by the Employer's Agent and the Employer's Site Inspector during the progress of the Works and the Defects Liability Period including providing ladders and attendant labour.
Inspection prior to covering up
- H The Contractor shall give at least three clear days' notice to the Employer's Agent when foundations, drainage, service trenches, and the like are ready for inspection prior to covering up. Any works covered up before inspection will be required to be uncovered and reinstated at the Contractor's own expense.

Working hours

- H Work shall only to be carried out during the hours permitted by the Local Authority.

Use and disposal of materials found on site

- An Any naturally occurring materials such as sand gravel or ballast discovered on site shall become the property of the Employer and shall be used or disposed of as directed by the Employer's Agent.

Programme and progress

- B The Contractor shall submit with his Proposals a programme setting out the sequence of operations and time limits for the carrying out of the Works.
- C The Contractor will be responsible for ensuring that all sub-contractors, suppliers, utility companies and Statutory Authorities comply with the programme, and is to give them such notice as may be necessary and otherwise co-operate with them to ensure the proper progress of the Works.
- D In preparing his programme, the Contractor shall allow for: -

The proper co-ordination and adequate time for the execution of works by sub-contractors, utility companies and Statutory Authorities

Reasonable notice to the Employer's Agent for the provision of instructions, drawings, etc.

Execution of contracts, placing orders, preparation and approval of drawings in respect of work by sub-contractors or suppliers

Complying with and giving notices required by law, regulation or bye-law in accordance with the Conditions of Contract

Statutory building industry holiday periods for his own and sub-contractors' workmen.

- E The Contractor shall monitor and record progress on the site copy of the programme and shall provide revised updated programme charts as necessary and submit copies of all amendments to the Employer's Agent

Progress photographs

- F The Contractor shall arrange for digital photographs to be sent by email to the Employer's agent progress photographs of the Works each week with record of date and subject.
- G The Contractor shall also provide a complete set of record photographs at commencement and completion.

Site records

- H The Contractor shall keep a site diary incorporating a labour record showing the number of and description of site operatives a weather record including minimum and maximum temperatures and hours lost to weather.
- I The Contractor shall keep one copy each of all drawings, details, Employer's Requirements, Contractor's Proposals and relevant correspondence on site available for use by the Employer's Agent.

Anticipated cash flow

- A In conjunction with the programme and not later than one month after the commencement on site the Contractor is to prepare and submit to the Employer's Agent an anticipated cash flow to be revised and updated monthly to suit site progress

Plant, tools, labour etc.

- B Provide all necessary plant, tools, labour, materials, cartage, transport and other items necessary for the proper execution of the Works.

General scaffolding

- C The Contractor is to provide, erect, maintain, alter and adapt as necessary, dismantle and remove on completion all necessary general scaffolding or staging including boards required, internally and externally, for the proper execution of the Works and allow sub-Contractors free use of same. Such scaffolding and staging shall include external independent putlog, or mobile scaffolds, hoists or ladder towers, access platforms, gantries, safety rails, barriers, brick guards and the like.

Water for the Works

- D The Contractor shall arrange for an adequate supply of clean fresh water for the execution of the Works provide for storage and distribution around the site, clear away on completion and pay all charges in connection.

Lighting and power for the Works

- E Provide and maintain temporary lighting and power for the execution of the Works including that required by sub-contractors, clear away on completion and pay all charges in connection.

Temporary works generally

- F The Contractor shall allow for providing, erecting, maintaining, altering, adapting, moving, clearing away and making good in connection with all temporary works.

- G The Contractor shall allow for obtaining all licences and consents, paying all rates and charges and complying with the requirements of the Local Authority and Public Undertakings.

Temporary offices etc.

- H The Contractor shall provide site offices, welfare accommodation, mess rooms, stores and other temporary buildings required for his own and sub-contractors' workmen and storage accommodation for materials. The location(s) of the temporary offices etc. shall be approved by the Employer's Agent.

- I Provide office accommodation for the Site Manager suitably furnished and of sufficient size to accommodate site meetings.

Temporary accommodation and facilities for the use of the Employer's representatives

- J The Contractor shall provide separate lockable accommodation for the free use of the employer's agent, this accommodation is to be provided with a telephone and broadband connection, a large desk capable of opening A1 drawings, four chairs, and a lockable four draw filing cabinet. The accommodation is to be provided with a secure lock all keys are to be handed to the employer's agent.

Temporary sanitary accommodation

- A Provide temporary sanitary accommodation and allow free use thereof by all persons employed on the site and maintain in a clean and orderly condition.
- B The sanitary accommodation shall be connected to mains drainage. Where this is not possible self-contained chemical closets of an approved type shall be provided and maintained in accordance with the manufacturers/suppliers instructions.

Temporary fences, hoardings and the like

- C Provide temporary fencing, hoardings, screens, barriers, fans, planked footways, gantries, tarpaulins, guard rails, watching and protective lighting and the like as may be necessary for protecting the public and adjoining properties, for the proper execution of the Works and for meeting the requirements of the Local Authorities

Temporary telephones

- D The Contractor shall provide temporary telephone facilities or wi fi and shall pay all charges in connection therewith including the cost of calls.

Temporary roads and the like

- E Provide and maintain all necessary roads, hard standings, ramps, crossovers and the like.

Temporary water disposal

- F Provide and maintain temporary gutters, channels, down pipes, drains and the like for the disposal of surface and other water.
- G No water or effluent is to be discharged onto adjoining properties and where water is discharged into drains, a settling tank or other means of removing sediment is to be used

Temporary openings

- H All openings in external walls and floors must be securely closed at all times when the Contractor is not present.
- I The closures shall be made in a stout, safe and secure material.

Signboard

- J The Contractor shall provide and erect suitable framing and supports for the Employer's sign boards and subsequently remove on completion. No other sign boards shall be permitted without the consent of the Employer's Agent.

Testing installations

- K Allow for providing fuel and electricity as necessary for the testing of the plumbing, mechanical and electrical installations from permanent mains supplies and pay all charges in connection therewith.

SECTION 1
PRELIMINARIES

Drying the Works

- A The Contractor shall provide all necessary temporary appliances, fuel and attendance for the drying out of the Works and to maintain temperature and humidity control as required for the proper execution and completion of the Works.
- B The Contractor shall not use the permanent heating installation for this purpose without the prior consent of the Employer's Agent.

Leave perfect

- C The Contractor shall remove rubbish and superfluous materials to maintain the site in a safe and tidy condition from time to time and on completion and make good.
- D The Contractor shall thoroughly clean the buildings inside and out, clean and flush all soil and waste pipes, manholes and drains, remove all marks, blemishes, stains, defects, etc., polish door and window furniture and bright parts of metalwork and leave the whole of the Works fit for occupation.

APPENDIX A

EMPLOYER'S REQUIREMENTS

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April 2024

EMPLOYER'S REQUIREMENTS

A. The contractor is referred to the Outline Planning Permission and the reserved matters approval all of which must be complied with

B. The contractor is also referred to the following

The Parish Council have agreed to lease the residential developer (RD) the open space to the east of the site (see compound plan). In exchange the RD will install drainage runs into the site from their system. The details are as follows;

1. 18mts of 100mm diameter surface water sewer from S63 chamber within residential site and over into the boundary of the parish land
2. 14mts of 150mm diameter foul drain from F19 within the estate road and across and beyond into the boundary of the Parish land

The contractor will have access onto this land to complete the drainage works relevant to this contract and then once complete it will be handed back to RD

The contractor is to liaise with the RD to obtain access to the RD area and drainage chambers to ensure and minimise disruption to the development

C. The contractor is to note:-

1	No Georgian wired glass will be permitted all glass in fire resisting doors and partitions is to be fire resisting plain glass
2	All doors are to be solid cored doors
3	All doors are to be fitted with kick plates 200mm high on both sides

The employer requires the contractor to provide costs for the following :-

1. Entrance Canopy
2. Solar Panels & Battery Storage
3. CCTV system
4. External Solar Lighting
5. Additional cost to install Air Source Heat pump as an alternative to gas heating.

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APPENDIX B

ARCHITECT'S DRAWINGS

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The following is a schedule of drawings and other information which form part of the Employer's requirements

Walton Architecture Limited

Drawing number		
170	01001	Topographical survey – layout
170	01002	Existing site plan
170	01003	Proposed site plan
170	01004 C	Proposed plan
170	01005	Proposed external works plan - layout
170	01006	Setting out plan
170	01007	Proposed external setting out
170	01008	Compound plan
170	02001 A	Proposed elevations
170	02002	Proposed sections
170	03001	Proposed floor finishes
170	03002 A	Proposed ceiling plan
170	04001 B	Electrical plan
170	05001 A	Landscape plan

Laura Walton

Structural drawings

LW2348WA	SD01 A1	Proposed foundation structural plan
	SD02 A1	Proposed ground floor slab
	SD03 A1	Proposed mezzanine structural plan
	SD04 A1	Proposed roof structural plan
	SD05 A1	Proposed structural elevations & 3D view

APPENDIX C

Planning Permission

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April 2024

Refer to :-

- a) The County of Herefordshire District Council's outline planning permission approval application no 150989 dated 15 April 2015
- b) The County of Herefordshire District Council's approval of reserved matters application 201008 dated 27 March 2020

APPENDIX D

TOPOGRAPHICAL SURVEY

and

SITE INVESTIGATION REPORT

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Refer to Walton Architecture's drawing 170 – 01001 for topographical survey – layout

For ecological and Site Investigation refer to Ground Sure's report dated 23 February 2018

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CONTRACT SUM ANALYSIS

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April 2024

MARDEN PARISH HALL**CONTRACT SUM ANALYSIS****Summary**

	£	COST PER SQ M £
Site preparation		
Structural shell		
Fitting out		
Site works		
Drainage		
External services		
Any other items to be taken into account		
Net building cost		
Preliminaries etc (provide build up)		
Contingencies and Dayworks from Appendix F		
TOTAL COST		
Additional items		
1. Entrance Canopy		
2. Solar Panels & Battery Storage		
3. External Solar Lighting		
4. CCTV system		
5. Additional cost to install Air Source Heat pump as an alternative to gas heating.		

Marden Parish Hall

Justification of the costs contained within this Contract Sum
Analysis may be required before awarding the contract

	Brief description of works			
A	Site preparation			
1	Allowance for clearing and levelling site, removing rubbish, breaking up obstructions etc and disposal of unwanted material			
2	Allow for protection of existing hedges, trees etc and the provision and maintenance of root protection areas and the removal of same on completion			
	Site preparation - CARRIED TO SUMMARY		£	
	Structural shell			
B	Substructure			
1	Excavate to reduce levels, fill to underside of formation			
2	Foundations and ground beams			
3	Column bases			
4	RC floor slab			
5	Foundation to division walls			
C	Superstructure			
1	Steel columns and beams			
2	Wind posts			
3	Fire protection to structural steelwork			
4	Steel beam to take acoustic folding sliding screen and barrier over			
5	Decoration to steelwork			
D	Roof			
1	Composite roof panelling; including liner tray eaves, fascias and soffit panelling, valley gutters etc			
2	Overhang to cover external seating area covered on soffit with weather resistant material			
3	Gutters and downpipes			
E	External Walls; Doors; Windows			
1	Profiled galvanised steel built up cladding system; - Rear elevations			
2	Extra over last for windows			
3	Extra over last for glazed entrance screen and doors			
4	Extra for glazed doors			
5	External quality steel faced escape door; frame; ironmongery			
	Structural shell - CARRIED TO SUMMARY		£	

	Fitting out			
G	Partitioning			
1	Internal plasterboard lining and insulation to external cladding			
2	Stud partitioning			
3	Sound absorbing quilt in partition			
4	Plywood Strengthening			
5	Bulkhead over acoustic folding screen			
6	Abutments, fair ends, junction posts, taping and jointing of external corners			
7	Manifestation to glass partitions and windows			
H	Internal doors			
1	Doors, frame and ironmongery			
2	Plywood faced flush door, frame and ironmongery			
3	Acoustic folding sliding lockable screen with access door			
4	Skirting			
I	Suspended Ceiling			
1	MF Suspended Ceiling over kitchen and toilets etc			
2	Mineral Fibre Sound Absorbing Quilt as sound barrier in ceiling void			
J	Wall finishes			
1	Ceramic wall tiling			
K	Decoration			
1	Paint blockwork			
2	Paint partition walls			
3	Paintwork to woodwork			
L	Floor finishes (on and including cement and sand screed)			
1	Polyflor classic			
2	Polyflor Polysafe Amex range			
3	Polyflor Polysafe standard safety			
4	Ceramic floor tiling			
5	Boulevard 6000 secondary barrier carpet			
N	Fittings			
1	Wc partitions			
2	IPS in toilets/showers			
3	Fittings in kitchen			
4	Servery hatch between kitchen and Community room 1			
P	Signage			
1	Corporate Signage			
2	Statutory Signage			
Q	Sanitary installation –			
1	Wc pan, concealed cistern, seat and cover			
2	Wash basin with chrome plated taps etc			
3	Doc M standard pack			
R	Electrical Installation			
1	Distribution board etc			
2	Sub mains			

3	Lighting wiring		
4	Light fittings		
5	Small power		
6	Fire alarm		
7	BWIC		
	Heating, hot and cold water installations etc by appointed specialist		
S			
1	CWS pipework		
2	HWS pipework		
4	BWIC		
	U Ventilation installation –		
1	Toilet and kitchen ventilation		
	V Public health installations		
1	Waste plumbing etc		
	W Security system		
	W Voice and data installation		
	Fitting out - CARRIED TO SUMMARY	£	
Z	Site works		
1	Car parking at grade; bitumen macadam thermoplastic whitelining; surface water drainage; lighting		
2	Flag paving		
3	Block pavers		
4	Resin bound gravel		
5	Tactile blister paving		
6	Concrete path edging to perimeter		
7	Turfed areas of soft landscaping		
8	Top soil areas for community gardening and raised beds		
9	Wildflower meadow verges		
10	Timber wheel stops		
11	Diamond wood rail fencing		
12	Security gates		
13	Benches		
14	Bin store		
15	Barrier hoops		
16	Bollards and bollards with exterior lights		
17	Cycle hoops		
18	Electric charging point		
	Site works - CARRIED TO SUMMARY	£	

Appendix E

AA	Drainage NB refer to preliminaries page 3 item B				
1	Below ground drainage				
2	Mains sewer connection				
	Drainage - CARRIED TO SUMMARY			£	
BB	External services				
1	Incoming electricity supply				
2	Incoming gas supply				
3	Incoming water supply				
4	Service ducts for all incoming services				
5	All bwic with last				
	External services - CARRIED TO SUMMARY			£	
CC	Any other items to be taken into account			£	

APPENDIX F

CONTINGENCIES AND PROVISIONAL SUMS

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April 2024

Provisional Sums		
	Contingency	
A	Generally	£20,000.00
B	Dayworks: The Contractor shall insert below the percentage addition required or the percentage additions applicable to each section of the prime cost as described in the Definition of Prime Cost of Daywork carried out under a Building Contract dated 1975 and referred to in the Conditions of Contract	
C	Note:- The following shall apply to works executed by all trades and sub-contractors	
D	Labour	£2,500.00
E	Add for incidental costs, overheads and profit	%
F	Materials	£1,500.00
G	Add for incidental costs, overheads and profits	%
H	Plant	£1,000.00
I	Add for incidental costs, overheads and profits	%
J	Allow the provisional sum of £5,000.00 for unforeseen work in the substructure	£5,000.00
K	Allow the provisional sum of £2,000.00 for diverting existing services	£2,000.00
TOTAL CARRIED TO MAIN SUMMARY		£

APPENDIX F

LIST OF SUBCONTRACTOR WARRANTIES

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April 2024

As a minimum the following subcontractor warranties will be required

2	Structural steel
3	Roof and wall cladding and rainwater disposal
4	Glazed walling system
5	Entrance doors
7	Electrical installation
8	Mechanical installation