

# D C HUDSON & PARTNER LLP

CHARTERED ARCHITECTS

Preliminary Items & Working Conditions  
For  
Proposed Single Storey Side & Rear Extensions  
&  
Alterations  
At  
Leybourne Village Hall  
Little Market Row, Leybourne, Kent ME19 5QL

These conditions apply to all works to be undertaken at Leybourne Village Hall, Little Market Row, Leybourne, Kent ME19 5QL unless specifically stated in the tender documents and specification for the works.

This document also helps inform and alert contractors to the conditions and hazards associated with the project in order to assist them in complying with the Construction (Design & Management) Regulations 2015.

Client:	Leybourne Parish Council
Address:	Leybourne Village Hall, Little Market Row, Leybourne, Kent ME19 5QL
Contact Name:	Georgina Jackson
Email Address:	clerk@leybournepc.org.uk
Telephone Nos:	01732 873722
Architect:	D C Hudson & Partner LLP
Address:	The Doctors House, Royal British Legion Village, Hall Road, Aylesford ME20 7QX
Contact Name:	Derek Hudson
Email:	<a href="mailto:info@dchudson.co.uk">info@dchudson.co.uk</a>
Telephone Nos:	01622 791189
Structural Engineer:	The Alan Baxter Partnership
Address:	The Clock House, Pympe Court, Busbridge Road, Loose, Maidstone, Kent ME15 0HZ
Contact Name:	Anthony Saunter
Email Address:	mail@abpengineers.co.uk
Telephone Nos:	01622 744263

Mechanical Electrical & Services	Fulkers
Address	Windmill House, 129-130 Windmill Street, Gravesend, Kent DA12 1BL
Contact Name	Stephen Pokora
Email Address:	info@fulkers.co.uk
Telephone Nos:	01474 369175
Principal Contractor:	To be appointed

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**P.01 Description of Work.** The project is to build single storey side and rear extensions to the existing Village Hall to provide additional accommodation, and associated works including drainage. Consult tender documents for full details.

**P.02 Surrounding Land Uses.** Presently the Village Hall is located on its own site with a public footpath to the side between the Hall and the adjoining shops/flats.

Gardens to the adjoining houses back onto the other boundaries.

At the front there is a public car park with some spaces reserved for the Village Hall.

**P.03 Services (Underground & Overhead).** Where known the services are shown on the survey drawing showing the existing situation and with the tender documents are drawings provided by the utilities showing the positions of their services from their records.

The contractor will be responsible for investigating and checking this information and must take care during any demolition or excavation works to avoid any damage.

The incoming gas and electrical services are shown on the extracts from SGN and UK Power.

**P.04 Ground Conditions, Contamination, Stability, Obstructions etc.** As part of the investigation works, a soil survey has been undertaken by UK Site Investigations Ltd in December 2017 and details are included in tender.

**P.05 Materials in the Structure that present health problems.** There has been an updated Asbestos Survey by Angel Environment in March 2019, and the main area where asbestos is present that will be affected by the works is the demolition of the garages which will be undertaken by The Parish Council as a separate contract. The report also identifies a risk of asbestos in floor and ceiling finishes in the areas to be disturbed (see Section 28 of Specification) but contractors should read the Report to make their own assessment.

**P.06 Existing Drawings, Specifications & Health & Safety Files.** As far as is known, there are no existing drawings or information available apart from those contained within these tender documents.

**P.07 Site.** Inspection externally is available at all times. *For internal inspection contact Georgina Jackson– see front cover for contact details.*

It is assumed when preparing the tender all contractors will have visited and inspected the works both internally and externally, and no allowance can be made for any requests for work not included or priced in the tender should an inspection not have taken place.

Access to the site is from the front car park to the side of the existing building, and also from the public footpath between the Village Hall and adjoining shops/flats.

It is important not to obstruct the access to the adjoining properties.

The contractor shall include within their tender all costs in respect of means of access, providing storage accommodation, proximity of adjoining structures, and any other restrictions imposed by the site.

Area for the location of any huts, offices and storage, shall be agreed with the architects. Such area shall be surrounded with heras fencing or other approved fencing or hoardings. Once the works are complete, the contractor shall make good all damage to paving, or other surfaces or structures disturbed by the works.

At the Pre-Contract Site Meeting arrangements for contractors parking need to be discussed and agreed before work starts.

**P.08 Water, Electricity & Gas.** These will be available on site to the contractor from the existing supplies which will need to be adapted. The contractor is responsible for paying all costs for usage during the construction. The electrical supply is described in the M & E Specification Part 2, para 2 where it explains the supply is 100 A TPN where 1 phase is in the use but it needs to be upgraded to 3 phase.

**P.09 Visit Site.** The contractor is deemed to have visited the site and satisfied himself as to the work involved and should allow in the tender for all the factors that may in any way affect the cost of the work.

**P.10 Protecting Property & Services.** The contractor shall at all times take all necessary precautions during the period of the work to prevent any damage to the adjoining existing buildings and surrounding areas. The cost of any inconvenience in working around the existing services and adjoining buildings shall be deemed to be included in the tender. Any damage, cracks, weakening or injury caused by the contractor due to want of proper protection, shall be made good at the contractors own expense.

Where agreed it is relevant, the contractor is to arrange for the adjoining properties to be inspected before work starts and record and agree with the owners a Schedule of Conditions for future reference.

**P.11 Materials & Workmanship.** The materials and workmanship shall be as specified and to the best satisfaction of the Supervising Officer and work shall comply with all relevant current British Standards and Codes of Practice and shall comply with all manufacturers recommendations.

It is expected that any operatives undertaking the work shall be suitably qualified and experienced in the type of work involved. If it is thought necessary, evidence of such experience may be requested by the architect/clients.

If it is proposed to use different materials to those specified, details must be submitted with the tender giving reasons, or if found necessary during the works, submitted in sufficient time to give the architect notice to comment.

**P.12 Tools & Equipment.** The contractor shall supply all labour, tools, brushes, scaffolding, crash decks, hoisting, ladders and any other plant or specialist equipment required for the proper and safe carrying out of the works. All to comply with the latest British Standards Code of Practice.

**P.13 Leave Site Tidy.** Upon completion of the works, all areas affected shall be properly cleaned and left tidy. The contractor shall remove all unwanted debris as the work progresses.

Also, when complete, ensure all drainage, gulleys, and channels are clear, and all foul and surface water drains run freely.

**P.14 Access for Supervising Officer.** The Supervising Officer and any person authorised by him/her shall at all times have access to the works for inspection.

**P.15 Profit & Attendance.** Allow within the quotation for all profit and attendance on sub-contractors and suppliers. The requirement of any sub-contractors and suppliers shall be obtained by the contractor and included within the works. Where Provisional or P.C. Sums have been allowed, the appropriate percentage or money addition shall be stated on the separate form at the end of the Pricing Summary.

**P.16 Health & Safety - CDM Regulations 2015.** Provide for costs required for complying with all Health & Safety Regulations, including the Construction (Design & Management) Regulations 2015, as may affect the works.

As the project progresses, provide information for the Health & Safety file, including Risk Assessments & Method Statements. At the end of the project, provide Clients with all record information of the project and maintenance details. The architect will need to be satisfied with the information provided before Practical Completion can be given.

**P.17 Safeguarding the Works.** The works, materials and any plants shall be safeguarded against damage or theft, including the protection of the Client, their employees and visitors whilst using the areas close to the works. Protect the areas of works from access by the public for their own safety. Provide any necessary security fencing and lighting required for safety purposes.

When the works are not being undertaken, remove all ladders and either keep in a safe location or take off site.

The contractor is to undertake their own Risk Assessment in order to decide on the type of fencing needed to enclose and protect the site such as 2 metre high heras clad with debris netting and/or hoarding.

- P.18 Protect from the Weather.** The contractor shall cover up and protect the works when and where required from damage by frost, rain, storm or any like cause and shall make good at his own expenses any such damage which may occur during the period of the works up to the date of completion.

In addition to protecting the scaffold, all areas of work must be surrounded with heras fencing and full site signage should be provided warning of the dangers of building work being undertaken.

- P.19 Special Precautions.** The contractor shall take adequate precautions to limit within an agreed area the extent of the works and the work people employed on the works and prevent them from entering or wandering over any portion of the premises to which the works do not necessitate access, unless otherwise agreed.

The contractor shall take all precautions as necessary to maintain the security of the premises and to protect them from unauthorised entry at all times.

- P.20 Control of Noise & Pollution.** The contractor shall take care to minimise noise resulting from the works which will cause disturbance to the adjoining neighbours and surrounding environment. Before works start, a pre contract meeting will be held to ascertain any special requirements from the Clients in this respect.

The use of radios and such like will not be permitted on site unless agreed by the Client and architect.

The contractor shall operate machinery which shall be suppressed to levels acceptable to the architect and employer when used in areas that may cause interference or nuisance.

The contractor shall not cause any works to contravene any smoke control regulations or agreements.

The contractor shall keep dust emanating from the works to the absolute minimum and prevent dust spreading beyond the immediate area of the works.

Adequate notice must be given to the Clients and neighbours of any particularly noisy or hazardous operations.

No smoking is allowed on the site. Details to be discussed with contractor at Pre-Contract Site Meeting.

- P.21 Survey of Site.** On taking possession of the site and before commencing any work, the contractor shall survey the condition of the areas affected by the works and adjoining structures and the access. A photograph and/or written record shall be made and agreed.

- P.22 Working Hours & Deliveries.** Normally the site will be available for the work to be undertaken between the hours of 8.00am and 6pm Monday to Friday. Any variation from these times will need to be agreed with the architect and employer, giving reasonable notice. Any costs are to be included within the tender, unless otherwise specifically stated.

Vehicular and pedestrian access to the site is only available from the car park and public footpath to the side. It should be remembered that at certain times these areas will be busy, such as school delivery and collection times, and the road is a bus route, so needs to be kept clear and unobstructed.

There are shops opposite so any deliveries or parking for the site should not obstruct their operation or trading.

All areas for storage or site accommodation need to be agreed before work starts and should any variation be required as the work progresses.

It should be remembered the Village Hall will be in use during the construction, so this will need careful liaison with the Parish Clerk and users of the Hall to ensure the activities can continue without undue disturbance.

- P.23 Nameboards.** The positions and size of nameboards of those concerned with the works must be agreed with the architects where any display is required.
- P.24 Contractors Schedule of Information.** The contractor shall within seven days of acceptance of this tender provide a detailed schedule of information, permissions etc., required from the architect related to the works and giving reasonable dates for each item.
- P.25 Samples of Workmanship & Materials.** The contractor shall submit samples of materials and workmanship for approval well in advance. Approved samples will be selected therefrom and retained on site in order that the materials/workmanship used in the works may be compared. These should be cleared away when no longer required for that purpose.
- P.26 Fire Precautions.** The contractor shall take all necessary precautions to prevent loss or damage from fire during the execution of the works and should ascertain and comply with the recommendations and requirements of the Offices Shops & Railways Premises Act and subsequent amendments thereto.

The contractor shall comply with the following Fire Officers Committees publications:-

- (a) Recommendations in connection with builders or contractors operators and
- (b) "Precautions to be observed in connection with the use of gas or electric welding or cutting apparatus, blowlamps and blow torches".



- (c) Smoking is not permitted within the area of the works or on the premises unless specifically agreed.

**P.27 Site Meetings.** The contractor shall arrange and agree with the architect regular site meetings at weekly intervals or at other times to be agreed or as required to consider progress and other relevant matters.

Space for site meetings shall be included when assessing and providing the site accommodation.

**P.28 Programme.** *The contractor shall provide an outline programme of the works with the tender submission.*

The contractor shall provide the architect with a programme of works for agreement prior to the work starting on site. This will form part of the contract documents.

The construction work is to be carried out in a single phase, with a start date to be mutually agreed between the successful contractor and Clients. Refer to tender documents and covering letter.

**P.29 Form of Contract.** It is anticipated that the form of contract shall be the latest edition of the Agreement for Minor Building Works with Contractors Design issued by the Joint Contracts Tribunal. See Form of Tender and other supporting documents for further details.

**P.30 Health Safety & Welfare of Work People.** The contractor shall make adequate provision for the safety, health and welfare of the work people employed by him and by sub-contractors in accordance with all the appropriate trade agreements and statutory regulations, including the Control of Substances Hazardous to Health Regulations. Where use of any of the employer's facilities is required, including toilet arrangements, these should be agreed with the architect and employer before work starts.

*When submitting your tender, please provide details of your requirements and proposals – see letter inviting tenders.*

**P.31 Security.** It is important the contractor keeps a daily note of all operatives and visitors on site and exact arrangements will be agreed at a pre contract meeting.

**P.32 Insurances.** The contractor shall take out all necessary and required insurances during the period of the works to protect the property and persons, to comply with Section 5 of the Minor Works Building Contract.

The amount of insurance referred to in Clause 5.3 of the Minor Works Agreement shall not be less than *£10 million*. Notwithstanding the sub clause headings of the Form of Contract, the contractor shall be responsible for safeguarding the works, materials and plant against damage and theft and shall take out insurances against those risks.

The contractor shall provide third party and public indemnity cover to a minimum of *£10 million*.

For Clauses 5.4A and 5.4B include 15% to cover professional fees.

Subject to final agreement Clause 5.4C will be used where the Employer covers for the existing building, Contents and Public Liability and Contractor for All Risks, Buildings, Public Liability

**P.33 Value Added Tax.** Make all provisions for and include for all costs and charges incurred by value added tax within the quotation. The contractor should satisfy themselves with regard to the need to charge VAT and make the situation clear when submitting the tender.

**P.34 Site Administration & Security.** The contractor shall make adequate provision for site administration, including providing site staff as necessary and agreed.

The contractor shall take adequate precautions to safeguard the works, goods, plant and materials against damage and theft and shall indemnify the employer against any loss or expense arising from lack of compliance with this clause.

Where necessary and agreed, the contractor shall provide lighting for the protection of those using the area and any person entitled to have access to the site.

All costs arising from satisfying the requirements of this clause, shall be included within the tender.

When planning the works, it must be remembered they will be undertaken within the environment where there are neighbouring residential properties and shops and businesses opposite. Any doubt concerning requirements for safety and security must be clarified with the architects and Clients before work starts.

*When submitting your tender, please provide details of your requirements and proposals – see letter inviting tenders.*

**P.35 Site Telephone.** Unless otherwise agreed, the contractor shall provide a temporary or mobile telephone for use on site and include the costs of installation, removal and calls within the tender.

**P.36 Disbursements Resulting from the Employment of Work People.** The contractor shall pay and allow for all costs arising from the employment of work people as follows:-

- (a) National Insurance Contributions
- (b) Annual and public holidays pay
- (c) Travelling time
- (d) Expenses, fares and subsistence
- (e) Pensions
- (f) Non-productive time
- (g) Overtime
- (h) Guaranteed time
- (j) Any incentive and bonus payments
- (k) Severance pay and any other obligations under the Redundancy Payments Acts
- (l) Disbursements under the sick Payments Scheme
- (m) Construction Industry Training Board levies
- (n) Any other disbursements arising from the employment of work people

**P.37 Day Works.** Day works will only be considered where in the opinion of the architect the work cannot be fairly measured and authorised in writing before the work commences.

Where any claim for day work is claimed, sheets and records shall be submitted to the architect in accordance with the conditions of Contract for signature and comment.

Each day work sheet shall include the names of men employed on day work.

The signature on a day work sheet shall only mean that the work has been carried out but should not be taken that the hours of work and materials stated to have been used are agreed. Unless otherwise stated, the final details will be approved and any signature does not mean that the work will necessarily be valued on a day work basis, or that the work is necessarily an extra or variation to the contract.

**P.38 Variations.** As required by the Contract wherever possible the extent and cost implications of any variations shall be agreed between the architect/client and contractor before undertaking any work relevant to that variation/instruction.

**P.39 Changes to Specification.** Should the contractor wish to alter any of the proposals shown within the contract drawings or specification, consultation shall take place with the architects before any work is undertaken. If changes are agreed, these must be confirmed in writing.

**P.40 Projected Final Account**

When preparing the monthly valuations, the contractor will provide a projected final account costing to keep both the employer and architects informed of the anticipated final cost. This will allow for good project planning and enable consideration to be given for any adjustments, should they be necessary.

**P.41 Test Certificates, Documentation, Air Test, SBEM & Warranties.** Upon completion of the works, the contractor is to provide all relevant certificates confirming compliance with the relevant Regulations, together with all warranties, guarantees, maintenance and operating instructions and ensure all works comply with the Building Regulations.

Include all costs to organise an air leakage test and provide results together with providing information for SBEM Calculations.