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Principal work stages and terms

(22.11)

Below are the principal stages of work and terms that we will refer to in our fee proposal letter. For initial budget purposes our total fees can be estimated at between 8-14% of the build costs for the whole project i.e. all four stages. The total percentage fee we quote will depend on the project type and size. For guidance each of the four stages is approximately 25% of the total, though we can give separate fee estimates for each stage once the size and scope become clearer as the project progresses. Build costs for estimating fees are based on current costs estimated by a QS or reputable local building contractor for a completed project.

Pre Stage 1

Introductory meeting and preparatory survey

Site visit and meeting to view and discuss the project.
Arrange for a measured survey of the site or existing building from a specialist company, or we may quote to do the survey ourselves.
We send you a fee proposal and suggested way forward.

STAGE 1

(RIBA stages 1, 2 + 3)

Initial sketch design (Stage 1A)

Meeting to discuss your ideas or brief in more detail. Preparation of an initial sketch design for discussion. Plus feasibility study if required.
Meeting to present and discuss the initial ideas & hear feedback.

Developing & finalising the initial design (Stage 1B)

Discussion, development of and agreement of design proposal, preparation of drawings for and submission of Planning Application/ Listed Building applications as required. Optional - liaise with planning or heritage consultant who can prepare a supporting statement.
Arrange for quotes to be agreed with you, for any additional surveys, reports or assessments as requested by the planning authority.

STAGE 2

(RIBA stage 4)

Building Regulations

Production of construction drawings with specification notes as necessary for submission to local authority (LA) for Building Regulations approval.
This stage may also need input from a structural engineer, or other specialists and consultants. If so we can arrange for quotes to be agreed with you, then liaise and coordinate with them as necessary.

STAGE 3

(RIBA stage 4)

Detail drawings, preparing for tender or price negotiation

Detailed design and production of larger scale detailed construction drawings, electrical/plumbing/heating layouts, kitchen/bathroom layouts and other fitting out. Co-ordination of information from specialist suppliers and other consultants. Preparation of specifications & schedules for tendering or negotiating with selected builder.
We can also apply for planning conditions to be discharged if required.

STAGE 4

(RIBA stages 5 + 6)

The building contract on site

Extent of our involvement to be discussed and agreed at Stage 3.
a) Pre contract analysis & discussion of tenders, or prices, amending drawings, and schedules as required to meet budgets, and preparing building contracts. Usually charged on a time basis.
b) Post contract site visits. We can either visit site:
- as and when required on a time basis.
- to an agreed timetable of regular visits to include checking on progress, answering queries, supplying additional information.
- if we have already prepared a full Stage 2 & 3 package, we can take on the formal role of 'contract administrator' on your behalf and provide an 'architects completion certificate'.

Terms

Fees are as set out in a fee proposal letter or email sent to you for your agreement after the initial meeting which is based on the terms below. We are happy to agree fees and be instructed one stage at a time. Each of the four stages is likely to be in region of 25% of the total fee. If agreed before we start work on them we can sometimes offer a reduction if Stages 2 and 3 are instructed together.

Pre Stage 1. Surveys by specialist company, we would liaise with them but you would pay them direct.

Stage 1A: We can either quote a lump sum fee or an estimated time basis.

Stage 1B: We usually estimate our fee and then charge on a time basis.

This would typically include a set of 1:100 scale proposed plans and elevations, preparation of a planning statement to support the application and completing the planning application form and submitting the application to the Local Authority (LA) on your behalf, also liaising with the planning consultant if agreed.

One meeting and two sets of amendments is included. Any further amendments would be chargeable at an hourly rate, unless otherwise agreed.

Specialist surveys and reports required by the LA either pre or post submission: we can get quotes for these as necessary for agreement with you, liaise with the specialists, and supply them with any information they need.

For this or any other additional information required we charge on a time basis for our input.

As above, you would pay the specialists direct.

NB Listed Building Consent applications and other specialist consents often require a more detailed level of information often including some work usually forming part of Stages 2 and 3, and a Heritage Statement of Significance for this we charge on a time basis or agree a separate fee.

Stages 2 & 3: We can estimate a fee for these once a design has been agreed and approved. Usually broadly based on a percentage of the projected build costs adjusted for the scope of work to be agreed. The amount depends on the type and complexity of the project and are based on the most up to date current cost information as calculated by a quantity surveyor or reputable building company for the whole project up to completion. Two meetings and one set of alterations are included per stage.

Other specialists or consultants such as structural engineer, or energy assessor, might be required, we can get quotes for agreement with you and liaise with them on your behalf. You would pay them direct.

Stage 4 fee Generally charged on a time basis, and/or an agreed fee per visit.

'Contract administration' assumes fortnightly site visits, and monthly valuations/issuing of interim certificates for the duration of the building contract up to the original contract date for Practical Completion/Handover, one visit at handover, and one at the end of the Rectification/Defects Period to prepare and check defects/snagging lists. Additional visits and preparing detailed designs and specifications for agreement of provisional sums, dealing with and negotiating variations are charged on a time basis.

Time before and after the contract period e.g negotiating a price with a builder, preparing contracts and additional time spent after the contract date for practical completion would also be charged on a time basis.

Payment Payment is due within 14 days of the invoice issue date, generally payable monthly pro rata.

The balance is payable in full for each stage as follows:

Pre Stage 1: on completion of survey drawings.

Stage 1A: on completion of initial sketch design proposal.

Stage 1B: prior to submission of planning or listed building application, or equivalent.

Stage 2: prior to submission of building regulations application.

Stage 3: prior to sending out to tender or to QS/builder for pricing.

Stage 4: at practical completion or equivalent.

We require payment for each stage before starting on the next. If payment is not received by the due date, interest will be charged on the outstanding amount at 2.5% per month above Bank of England base lending rate and our services may be suspended then determined after due notice, as set out by the RIBA Conditions of Engagement. If a payment is received late (over 14 days) we will require payment in advance in full for any further work.

Our time charge is as set out in our fee proposal letter. Unless stated otherwise in our fee letter, our fee does not include additional services and/or fees due to other consultants or bodies such as the local authority which you would pay directly. Expenses such as travelling, printing and unusual postage expenses will be added to our fee. If applicable VAT will also be added, our VAT registration number is 744 7748 92.

Additional fees. We charge at our standard hourly rate, unless agreed otherwise, for a) redesign, making amendments to an agreed scheme (unless they are a result of our own omission or error), making a fresh Planning, Building Regulations or other applications or if we are involved in a 'Planning Appeal', b) for negotiating notional or actual variations either savings/additions with a builder and/or for altering documents to take account of agreed savings or additions, c) if the contract on site extends beyond the end of the contract period, d) attending more than two design meetings per stage, e) for making more than one set of alterations per stage f) for time spent dealing with contractual disputes, including adjudication and legal proceedings.

The terms of our engagement are based on the RIBA (Royal Institute of British Architects) Standard Conditions of Engagement (RIBA 0207 580 5533). We have shown how RIBA work stages broadly relate to our work stages by indicating them in brackets next to our work stages.

Percentage based fees will be assessed at each stage in line with the current estimated cost of the building work. If we have estimated a lump sum fee for an agreed project, this may be adjusted if the project changes in scope or size, if alterations are requested to previously agreed or approved drawings, if negotiations/discussions become unusually protracted, due to inflation or rising building costs, or if previously omitted items are added back. Unless agreed otherwise our quoted percentage fee is based on the value of the works carried out to completion on a supply and fix basis either by a reputable contractor or by a quantity surveyor (QS).

Additional services we can offer (Fee and terms to be agreed separately): Survey of existing land or buildings. Structure or condition survey. Design of special fixtures and fittings eg. bathroom or kitchen cabinets. Detailing special or unusual finishes. Arranging for 3D computer models, artists impressions. Preparing 'as built' drawings, or drawings for publicity purposes. Assisting with negotiating or applying for grants. Exceptional negotiations with a local authority.

Architect's Certificate. We can offer this only if agreed at the outset as we must be fully retained for stages 2, 3 and 4, and an additional fee agreed beforehand.

Contract Administration. We can offer this only with prior agreement as above. The Contract Administrator (CA) acts as an impartial intermediary in the contract between the employer and the builder. The CA visits site and agrees variations and issues instructions to the builder on your behalf. They also assess the value of the work completed once a month, and certifies stage payments as per the terms of your contract with the builder.

Build costs & tender prices. Reliable estimates of building costs are best obtained from Stage 3 detailed design drawings and specifications. Independent cost advice by a quantity surveyor(QS) can be arranged, who will charge a separate fee - see above. Be aware that making changes to the design and/or specification during the contract period can have serious cost implications, and are also likely to delay the completion date which will also increase costs. NB build costs are usually quoted excluding VAT so, except for some new build projects, you need to add VAT to any price you receive. It is not considered good practice to accept the lowest tender.

Services available from other consultants to be appointed separately:

Topographical/levels survey, structural, plumbing and heating (mechanical) or electrical design, landscape or furniture design, cost advice including preparing schedules of rates or quantities, cost reports, legal or tax advice. Principal Designer (CDM/Health & Safety Regulations). Negotiations or advice relating to rights of light, access, support, boundaries, rights of way, covenants, party wall agreements, project management. Preparation of reports, surveys or specialist additional information required by the LA e.g. tree or wildlife surveys, contamination reports, foul and surface water drainage assessment and design. Health and Safety Reports, e.g. asbestos reports, sound/acoustic or air tightness testing, SAP energy ratings, flood risk assessments, ecology reports, ground Investigations and percolations tests, archeological reports. Planning and Heritage consultants advice, Heritage statement of significance, Design and Access/Supporting Statements.

Limitation of Liability

Limitation on use of our drawings: our drawings and specifications are not for issuing to third parties or for construction unless or until they have specifically been issued for this purpose by us. In particular Stage 1 & 2 drawings are for Planning Permission and Building Regulations approval purposes only. Electronic drawings will be issued in PDF format only, unless we have agreed otherwise in writing.

We accept no responsibility for other consultants, nor for building components, fixtures or fittings, their fitness for purpose is the responsibility of the manufacturer or supplier, in particular natural materials such as timber which is prone to move, warp, distort, change colour, or for any materials exposed to unusual or extreme conditions such as coastal locations, or indoor swimming pools. There is no such thing as zero maintenance, all buildings require a regular maintenance programme. Where work is carried out to existing buildings we cannot guarantee the existing structure is sound or that it can be made damp, water, draught, sound, rodent, insect or mould proof. We also cannot be held responsible for identifying or making allowances for concealed or underground elements e.g. the location of the existing mains services, underground springs etc. We cannot accept any responsibility for the standard of work on site unless we are retained on a 'Full Service' basis as contract administrators under a JCT standard form of Building Contract or similar, where the contract documents include a full set of Stage 2 & 3 drawings and a full specification, and then only to a limited extent. Contract administrators have no control over builders and their suppliers or sub contractors other than as set out and defined in a contract they are party to.

Nothing in this document or any letter from us confers or purports to confer on any third party any benefit or right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999(England & Wales only). Our total liability under or in connection with any commission whether in contract, negligence or tort or for breach of statutory duty or otherwise shall not exceed the final fee as paid.