



RYDE TOWN COUNCIL OFFICER REPORT

Committee:	Finance and Community Resources
Date:	23 rd April 2024
Report Author:	Tara Bloomfield
Report Title:	Architect Contract Award

1. SUMMARY

Now that the purchase of the former NatWest Bank has been completed, the Town Council can begin the renovation works required to make the building suitable for its intended purpose.

The first stage of the renovation is to award the contract for the architectural work so that design work can commence and we are then able to seek tenders from contractors to begin the works.

Three quotes were sought and Leah Mew Architects were the most competitive on price and the council already have an established working relationship with them via the St Thomas' Church renovations.

2. FINANCIAL IMPLICATIONS

The approximate cost for this is £48,260, of which £13,050 has been included in the borrowing facility submitted earlier this year.

The cost may fluctuate depending on the length of the renovations as some item fees are payable per month. This will be monitored by the Responsible Financial Officer and any significant variations will be brought to the attention of the committee for approval.

3. OFFICER RECOMMENDATION

It is recommended that the committee approve the contract award to Leah Mew Architects for the approximate fee of £48,260.

4. APPENDICES

Appendix A – Quote from Leah Mew Architect.



Natwest Bank
Ryde
PO31 7PU

For Ryde Town Council

PREPARED BY

LEAH MEW ARCHITECTURE LTD



Company number : 13339736



Project Brief and Particulars

Project	NatWest Bank, Ryde	8 February 2024
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PROJECT BRIEF AND PARTICULARS													
1.0 Client Name	Ryde Town Council												
2.0 Property Address	NatWest Bank Lind Street Ryde Isle of Wight												
3.0 Project Brief	Proposed Change of Use application for the conversion of an existing bank into multi functional office space for Ryde Town Council. Proposals include a large meeting space for a Full Council Meeting, interview rooms, a secure reception desk and back office for 5 staff, accessible facilities, storage as well as meeting rooms, offices and associated staff accommodation.												
4.0 Site and Property Information - tick those that apply	<table><tr><td><input type="checkbox"/></td><td>The Property is Grade I, II* or II Listed</td></tr><tr><td><input checked="" type="checkbox"/></td><td>The Site is in a Conservation area / AONB / National Park / SSSI</td></tr><tr><td><input type="checkbox"/></td><td>The site is at risk of flooding</td></tr><tr><td><input type="checkbox"/></td><td>The site requires an ecological survey to be carried out by others</td></tr><tr><td><input type="checkbox"/></td><td>The site requires a topographical and / or drainage survey to be carried out by others</td></tr><tr><td><input type="checkbox"/></td><td>The site requires a tree survey</td></tr></table>	<input type="checkbox"/>	The Property is Grade I, II* or II Listed	<input checked="" type="checkbox"/>	The Site is in a Conservation area / AONB / National Park / SSSI	<input type="checkbox"/>	The site is at risk of flooding	<input type="checkbox"/>	The site requires an ecological survey to be carried out by others	<input type="checkbox"/>	The site requires a topographical and / or drainage survey to be carried out by others	<input type="checkbox"/>	The site requires a tree survey
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5.0 Services required	<table><tr><td><input checked="" type="checkbox"/></td><td>RIBA Stage 0-3</td></tr><tr><td><input checked="" type="checkbox"/></td><td>RIBA Stage 4</td></tr><tr><td><input checked="" type="checkbox"/></td><td>RIBA Stage 5-6</td></tr></table>	<input checked="" type="checkbox"/>	RIBA Stage 0-3	<input checked="" type="checkbox"/>	RIBA Stage 4	<input checked="" type="checkbox"/>	RIBA Stage 5-6						
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6.0 Appointed Persons	Leah Mew RIBA Chartered Architect. ARB No. 07955413												
7.0 Payment Terms	Invoices will be issued monthly in line with the completion of work and are due for payment 7 days from the date of issue. Please note we do not accept Invoices will be sent out electronically unless you make a specific request for paper copies to be issued. Final invoice will be issued at the point of submission with applications being lodged once payment has been received. This fee proposal is valid for 3 months from the date sent. The deposit amount is due at the same time as the appointment letter is signed, dated and returned. Work will not commence until both have been Amounts shown are Exclusive of VAT. Vat will be added at the rate of 20%												



RIBA Stage 1-3 - Concept and Design

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Below is our fixed fee proposal for Stage 1-3 of the project in line with the RIBA Plan of Works 2020.

RIBA STAGE 1-3 CONCEPT AND DESIGN

RIBA	Description	Amount	
1.0	Preparation and briefing - Occurs during Initial Consultation Period.	Inc	
	Preparation of project brief to establish project and sustainability outcomes		
	Undertake on site feasibility study		
	Agree project budget		
	Prepare project programme		
	Carry out measured survey suitable for design	Survey by others	
2.0	Concept Design 4 weeks.	£2,750.00	
	Prepare Architectural Concept studies for client review		
	Submit proposals for pre-application advice if necessary - see note 1		
	Purchase OS Map of the site		
3.0	Local Authority Submission (Change of Use Application) 12 weeks + 2 weeks preparation of package.	£750.00	not required
	Prepare drawing package for the purpose of submitting to the Local Authority to seek Planning Approval - see note 2		
	Act as agent during the planning process		
	Deposit amount due on Appointment -see last page for payment details	£875.00	not required
	Included in the fees		
	Acting CDM Designer and carrying out Clients Duties - see note 3		
	All printing and direct disbursements associated with the development of design.		
	All email and written communications with client, planning officers and other relevant bodies for the purpose of the project		
	Excluded in the fees		
	Application Fees payment to the Local Authority		
	Any fees due to other professional bodies		
	Notes		
1	For Listed Buildings and Conservation Areas, we will always advise you to undertake a pre-application enquiry to the Local Authority.		
2	If the project falls under permitted development then we advise you to apply for a Lawful Development Certificate, which will confirm that the proposed works fall under The Town and Country Planning (General Permitted Development) (England) Order 2015		
3	At the rear of this document is a letter setting out your duties under The CDM regulations 2015, it will explain what this means and how we, as LMA are able to take over these duties on your behalf. If you are happy for us to do this then please ensure you tick the box when you sign the appointment document.		
4	Amounts shown are Exclusive of VAT. Vat will be added at the rate of 20%		



RIBA Stage 4 - Technical Design

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Below is our estimated fee proposal for Stage 4 of the project in line with the RIBA Plan of Works 2020. Please note that we are unable to fix the proposal until the scope of the works has been fully realised. However once RIBA Stage 2/3 has been completed then we will provide you with a fixed fee.

RIBA STAGE 4 - DESIGN AND TECHNICAL DRAWINGS INCLUDING BUILDING REGULATION SUBMISSION

RIBA	Description	Amount	Notes
4.1	Building Regulation and Construction Drawings - 6 weeks Detailed Floor plans with structural dimensions Localised Sections for Construction purposes Detailed Construction Notes Detailed Site Plan Preparation of Pre-Construction Information Pack Submission of drawing package to Building Control	£5,800.00	There is a time charge of £90 per hour if the structural engineer or architect is required to visit site over and above what is set out in this proposal,.
4.2	Optional - Finishes and fixings Detailed room layouts with finishes Electrical and Lighting designs Joinery details	£1,500.00	
4.3	Optional - Tender Submission of tender packages to a min of 2 contractors - including site attendance to talk through the project scope and project logistics Liaising with Specialists for design requirements	£500.00	This is useful if you do not already have a builder in mind.
	Structural Engineering - Visual inspection of opening up works by others to inform the proposed design. Design and detail of structure to include new void, lift openings and internal alterations. Check on the existing structure/foundations to support the increased load/point. Existing foundations are assumed to be strip, subject to confirmation by trial pits, and will require checking for increased loads. If not underpinning will be required. Summary of further investigations required during the Construction stage.	£4,500.00	
	Included in the fees		
	Acting CDM Designer and carrying out Clients Duties	Included	See Appointment documents
	All printing and direct disbursements associated with the development of design.	Included	
	All email and written communications with client, planning officers and other relevant bodies for the purpose of the project	Included	
	Excluded in the fees		
	Application Fees payment to the Local Authority	Excluded	
	Any fees due to other professional bodies	Excluded	
	Amounts shown are Exclusive of VAT. Vat will be added at the rate of 20%	Excluded	



RIBA STAGE 5/6 Contract administration and design support

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Below is our estimated fee proposal for Stage 5/6 of the project in line with the RIBA Plan of Works 2020.

RIBA STAGE 5-6 CONSTRUCTION AND HANDOVER

RIBA	Description	Amount	Notes
5-6	Contract Administration and on -site design services for projects. 12 months	£2,000 p.m	
	<p>We are able to provide a management package for the project which would include the following :</p> <p>Preparation of Contract documentation</p> <p>Site meeting with contractor and clients, or as needed at critical phases of the</p> <p>Weekly progress reports</p> <p>Acting as Contractor administrator for an RIBA / JCT contract, including monthly signing off of valuations and budget reviews.</p> <p>Design support for fixtures and finishes</p> <p>General design support, which includes drawings for any variations and issuing of necessary additional information for building control.</p>		
<u>OR</u>	<p>If carried out under a Management Contract, we will able to put a project manager in place who will be responsible for sourcing materials and liaising with trades, meeting critical deadlines, financial management, project reporting.</p> <p>General design support, which includes drawings for any variations and issuing of necessary additional information for building control.</p> <p>Design support for fixtures and finishes</p>	£3,000 p.m	
	This is billed on a monthly basis at a fixed rate. Alternatively an hourly rate can be arranged if requested.		
	Construction Phase Attendance for Health and Safety		
	To notify the HSE of the works (if 'notifiable') To review the Contractors Construction Phase Health and Safety Plan and offer guidance as required, to attend site on a two-weekly* basis during the works to assess the Contractor's operation and execution of the works in terms of safe methods of working, and overseeing how the Construction Phase Health and Safety Plan is being followed, and/or revised as necessary in light of changes to the conditions/ operations/design and so on. Includes written summary report with photographs for each site visit. To compile the project Health and Safety File for handing to the client at the end of the job, as required by the CDM regulations upon completion of a project.		
	This is billed on a monthly basis at a fixed rate. Alternatively an hourly rate can be arranged if requested.	£550 p.m	
	Structural Involvement at Construction Phase.		
	We include for 6 site meetings/visits. We include for reviewing all Contractor structural design construction elements.	£2,610.00	Fixed fee.
	Included in the fees		
	All printing and direct disbursements associated with the development of design.	Included	
	All email and written communications with client, planning officers and other relevant bodies for the purpose of the project	Included	
	Excluded in the fees		
	Application Fees payment to the Local Authority	Excluded	
	Any fees due to other professional bodies	Excluded	
	Amounts shown are Exclusive of VAT. Vat will be added at the rate of 20%		

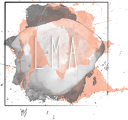


Terms of Appointment

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Please find below the Terms and conditions associated with our appointment.

SECTION B	
1. Architects Services	<p>1.1 As laid out in the ARB and RIBA Code of Conduct, we will as your architect exercise reasonable skill care and diligence.</p> <p>1.2 We will perform services without any undue delay as far as reasonably practical and in accordance with any time scales or cost limits agreed with yourselves.</p> <p>1.3 We will act as your representative between yourselves and any third party. The exception will be if we are asked to act as the contract administrator where we are required to act impartially between yourself and the contractor.</p> <p>1.4 We will advise you on any statutory requirements that you may be required to do.</p> <p>1.5 We will liaise with all your consultants as necessary and also any other persons appointed by yourselves in relation to this project.</p> <p>1.6 We will not make any material amendment to the services we have agreed on without your consent.</p>
2. Client's Responsibilities	<p>2.1 We ask that you advise us of your requirements and any subsequent changes that you may require.</p> <p>2.2 You are expected to provide us as the architect with all the necessary information at the outset of the project in order for us to carry out our services in a proper and timely manner. All information provided to us via hard copy will be returned to you once they are no longer needed or destroyed with your consent.</p> <p>2.3 We ask that you acknowledge that planning permission or any other approvals from third parties may not be granted at all, or if granted, in accordance with any anticipated time scale. We are unable to guarantee permission and will at no time promise you such.</p> <p>2.4 You may issue instructions to us, subject to our right of reasonable objection.</p> <p>2.5 We request that you do not deal with the contractor if you have employed us to supervise the works and/ or act as contract administrator. Nor give out any instructions for works on site without our prior notification and a quote from the contractor responsible for the aforementioned works has been produced and agreed.</p> <p>2.6 You are required to pay all other consultants that do not fall in as part of this quote directly .</p>
3. Fees and Expenses	<p>3.1 Our fees and expenses are calculated and charged as per our fee proposal. We reserve the right to amend the agreed fee if the brief extends beyond that in Section A 1.2 of this agreement. We will provide you with a revised fee proposal for additional works which will need to be agreed before we commence work.</p> <p>3.2 If any element of the proposal is not required, please make this clear <i>before</i> signing the agreement, otherwise it will be assumed you require us to carry out that service and will be billed in accordance with the work completed.</p> <p>3.3 You are required to pay our account ,including any additional fees, expenses, disbursements or VAT, within 7 days from the date of issue. We reserve the right to charge interest on any sums remaining unpaid after 7 days at an interest rate of 5% over the official dealing rate of the Bank of England current at the date the payment becomes overdue. After the 14 days, our services will be automatically suspended until payment is made.</p>
4. Copyright and License	<p>4.1 As in accordance with Copyright, Designs and Patents Act 1988, We own the copyright to the drawings and documents produced in performing the services and we generally assert the moral right to be identified as the author of such works. You have the licence to use such drawings and documents for the purposes for which they were intended providing that all fees are paid in accordance with Paragraph 3.2. We are not liable for any use of the drawings that they were not intended for.</p>
5. Architect's Continued Liability	<p>5.1 We are required by law to keep to this agreement for six years after practical completion of the construction of the project of the date of the last services performed, whichever is earlier.</p>
6. Ending our Appointment	<p>6.1 Either parties may suspend or end the performance of our services by providing the other with written notification giving at least 7 days notice.</p>
7. Dispute Resolution	<p>7.1 In the unlikely event that there is any dispute or difference that arises out of this appointment then either party are at liberty to terminate the contract between the parties by giving the notice noted in item 6 above.</p> <p>7.2 Should you feel the need to raise a complaint about our services outside of the contract this can be directed to either the RIBA of which Leah Mew is a member or the ARB (Architects registration board).</p>



Letter of Appointment & CDM Appointment

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APPOINTMENT	
1. Architects Services	I / We confirm that we have read and understood the Project Particulars, Fee proposal and Terms of Appointment and wish to process in appointing Leah Mew Architecture Ltd to commence work on my / our project.
2. Client Duties under the CDM Regulations	<p>Under the current health and safety Construction, Design & Management (CDM) regulations, you have certain legal obligations to carry out as the client, these are as follows :</p> <ul style="list-style-type: none"> • That a Principle Designer and Principle Contractor are appointed. • Sufficient Time resources are allocated to carry out your duties • The relevant information is provided for the other duty holders. • Provision of Welfare Facilities • The relevant parties carry out their duties within the guidelines <p>These duties can be passed via formal appointment to the Principle Designer or an Independent CDM Advisor to ensure that these duties are carried as set out in the new regulations.</p> <p>Please tick the box to confirm you have understood the above and wish for us to take over these duties on your behalf.</p> <p>Please note that it is your legal obligation to ensure that this is completed before we commence work on the project.</p>
3. Deposit Payment Details	Please make BACS payment to : Leah Mew Architecture Ltd. Our bank details are as follows : Starling Bank - Sort Code :
Signed	
Print name	
Date	
Contact number	
Billing address (if different from	