

M&E Fee Proposal

<i>Date:</i>	25 June 2021		
<i>Client:</i>	K-Architects		
<i>Revision:</i>	P01		
<i>Discipline:</i>	Mechanical and Electrical Engineering		
<i>Hydrock contact:</i>	Andrew Haines	<i>Email:</i>	andrewhaines@hydrock.com
<i>Project:</i>	Bridgend Town Hall		
<i>Programme:</i>	Stage 1 - July 2021 Stage 2 - July 2021 Stage 4 - September 2021 Stage 5 - 22 weeks construction phase		
<i>Work stages:</i>	RIBA Stage 1 to 6		
<i>Duties:</i>	M&E consultancy services in line with BSRIA BG6 Design Framework 2014.		
<i>Key Deliverables:</i>	<p>M&E Visual Survey & Condition Survey:</p> <ul style="list-style-type: none"> • Undertake visual non-intrusive site survey to establish the existing services. • M&E drawings indicating existing services main routes and plant (as available from visual survey) • Condition report for existing M&E services, based on visual inspection only. <p>RIBA Stage 1 & 2 (Brief & Concept Design Stage):</p> <ul style="list-style-type: none"> • Support the client and meet with key stakeholders in development of the M&E brief including options for developing design criteria, comfort conditions, energy targets and appraisal methods. • Assess and prepare preliminary schedules of power, heating and cooling loads as applicable. • Review incoming services and estimated loads. Obtain initial quotations from utilities providers if required. • Support the Architect in developing energy efficient strategies for the fabric the buildings. • Provide initial technical appraisal of MEP design options, including a renewable and low energy design option appraisal if applicable. • Provide plant room and spatial planning and details of the impact of services on the external design and massing of the building(s). • Provide sketches and design notes as necessary to advise the design through the concept design stage. • Input into initial risk workshop and register. 		

RIBA Stage 3/4a (Developed/Technical Design):

- Review, develop, refine M&E systems from Stage 2 concepts.
- Produce detailed design calculations.
- Prepare technical design BIM model.
- Produce technical design drawings & schematics.
- Ensure that the M&E design that complies with the applicable Building Regulations and Design Standards.
- Undertake thermal modelling of the building design to inform technical design.
- Undertake dynamic thermal analysis calculations, include overheating studies.
- Provision of all necessary calculations and documents to achieve compliance with statutory Building regulation approval with particular reference to Part L.
- Input into risk workshop and register.
- Attendance at design team meetings.

RIBA Stage 5 & 6 (Construction & Handover):

- Review of sub-contractor’s technical submittals, installation drawings and record drawings.
- Conduct monthly site inspections during the M&E 1st and 2nd fix construction period.
- Attendance at progress meeting during M&E installation period.
- Snagging and witnessing of services commissioning as required upon completion of works and handover.
- Review of O&M’s upon completion of works and handover.

Additional Fees

External Lighting:

- *Undertake lighting calculations for proposed development, including fitting selections.*
- *Produce external lighting plan, including lux plots for submission to local planning authority, if required.*

Fee:

All fees and expenses are in GBP (£’s) & exclude VAT. A summary of our proposed fee is shown below:

RIBA Stage	Value
M&E Visual Survey & Condition Survey	£2,700
1&2 - Concept Design	£2,500
3/4a - Developed/Technical Design	£8,500
5 - Construction	£5,000
6 - Handover	£950
TOTAL =	£19,650

	<table border="1" data-bbox="411 280 1142 383"> <tr> <td></td> <td></td> </tr> <tr> <td><i>Additional Fees</i></td> <td></td> </tr> <tr> <td><i>External Lighting Design</i></td> <td><i>£2,250</i></td> </tr> </table> <p>All reasonable and foreseeable expenses including local travel associated with our scope of works are included within our fee.</p> <p>All other expenses e.g. supply authority fees where applicable will be charged at cost plus 7.5% handling charge. All Fees and expenses are exclusive of VAT, which will be added at the prevailing rate at invoice date.</p> <p>The terms and conditions upon, which our fee is dependent do not include for any bonds, warranties or guarantees of any kind. Additional duties e.g. attending additional meetings and/or visits, variations to the scope of service etc. will be undertaken on a time charge basis. Our time charge rates per hour are;</p> <ul style="list-style-type: none"> • Technical Director £125.00 • Associate £100.00 • Principal Engineer £90.00 • Senior Engineer £70.00 • Engineer £60.00 • Graduate Engineer £45.00 • Technician £55.00 			<i>Additional Fees</i>		<i>External Lighting Design</i>	<i>£2,250</i>
<i>Additional Fees</i>							
<i>External Lighting Design</i>	<i>£2,250</i>						
<p><i>Assumptions:</i></p>	<p>As follows;</p> <ul style="list-style-type: none"> • Third party costs are not included within fee i.e. application fees, Utility company fees for Utilities searches/capacities, searches, local consultants etc. • The detailed design work will be completed to RIBA stage 4a as detailed in the BSRIA BG6 appendix. • All surveys as visual and non-intrusive, if further investigation is required a suitable sub-contractor will need to be appointed by the project team. • Condition report is only based on visual inspection, this would not form a full validation survey. • RIBA Stage 4b/4c duties to be completed as part of M&E Sub-contractors' package. • Fabrication, installation and As-built drawings are excluded, and part of the M&E Sub-contractors' package. • As-built EPC/Bruckl by Contractor (if required). • Any liabilities associated with Asbestos including surveys, identification and removal are excluded. • We are provided with a working 3D architectural and structural model, that shows all constraints, suitable for delivering information within the Revit environment. • We will provide above ground drainage to ground slab level. • All meeting attendance has been included for where our support is necessary to ensure the efficient delivery of the project. 						

	<ul style="list-style-type: none"> • Works associated with any demolition have been excluded. • We have excluded any specialist fit out, such as catering equipment. • All documents to be issued electronically, hard copies will be charged separately. <p>Please advise if any of the services listed above are required as we are able to provide many of them, but have excluded them from our normal services.</p>
<p><i>Payment:</i></p>	<p>Payments are to be made directly into our UK bank account (details are printed on our invoices) using BACS or by wire transfer without deductions. Alternatively, cheques can be sent to the address details on our invoice. Fees will be submitted one month after commencing the project. All time charge work will be invoiced a month in arrears.</p>

Definitions

“Fee”

The fee payable for the Services as set out in the Quotation as may be adjusted in accordance with these Terms and Conditions.

“Consultant”

Hydrock Consultants Limited.

“Client”

A person or organisation using the services of the Consultant.

“Quotation”

The Consultant’s letter to the Client (to which these Terms and Conditions are attached) specifying the Services which the Consultant proposes to carry out and the proposed fee for providing those Services.

“Revised Quotation”

Any Quotation revised in accordance with these Terms and Conditions.

“Services”

The services set out in the Quotation which the Consultant agrees to carry out for the Client, as may be adjusted in accordance with these Terms and Conditions.

1. Consultants Obligations

The Consultant shall exercise reasonable skill care and diligence in the provision of the Services and shall only be liable if and to the extent that the Consultant has been negligent in their provision. The Consultant shall use reasonable endeavours to perform the Services in accordance with any programme agreed with the Consultant from time to time. The Consultant shall have no liability for any failure or delay in the provision of the Services or any part thereof resulting from any condition or circumstance beyond the reasonable control of the Consultant and the Client shall pay the Consultant in accordance with Condition 5 during the persistence of such condition or circumstance.

2. Fee

The Fee and fees quoted in the Quotation and any Revised Quotation are in pounds sterling and are exclusive of VAT unless stated otherwise.

3. Acceptance of the Quotation

The Quotation shall be open for acceptance by the Client for a period of 60 days from the date stated thereon. The Consultant shall not be bound by the Quotation if accepted by the Client outside the 60 day acceptance period but shall after such period be entitled to amend the Quotation at its discretion. The Consultant shall not be obliged to commence the Services until such time as the Quotation is accepted by the Client.

4. Invoicing

The Consultant may submit invoices monthly being a proportion of the Fee which shall be based on Services completed up to the time of submission of the invoice (and if applicable, any additions to the Fee pursuant to Condition 24).

5. Payment

The due date for payment shall be 14 days from the date of the acceptance of the invoice by the Client and the final date for payment shall be 28 days from the date of the invoice. Payment shall be made in pounds sterling by bank transfer to the bank account indicated by the Consultant cheque or BACS payable to “Hydrock Consultants Limited”. If payment is not received by

the final date for payment the Consultant shall be entitled to compound interest 4% above Bank of England base rate. The Consultant's invoice shall be the payment notice required by section 110A(1) Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009) (the "Act").

6. Client Variations

If the Client requests variations to the Services, the Consultant will submit a Revised Quotation incorporating such variations and clearly indicating the effect on the Fee. The Consultant shall not be obliged to carry out any requested variations to the Services until such a time as the Revised Quotation is accepted by the Client. Upon acceptance by the Client the Revised Quotation shall replace (or, where it is so stated, have effect in addition to) any previous Quotation or Revised Quotation.

7. Security Passes and Work Permits

Where necessary, the Client shall prepare security passes, working permits and official entry or exit documents in advance of the date that the Consultant is due to commence the Services. If the Consultant is delayed in carrying out the Services as a result of failure to provide such passes and/or other documents, the Consultant shall be entitled to payment in accordance with Condition 4.

8. Access

The Client shall ensure the Consultant has the necessary access in order to carry out the Services.

9. Client Obligations

The Client warrants that it has the right to have the Services performed and has obtained necessary licences and approvals. The Client shall indemnify and hold harmless the Consultant from and against all consequences of any failure in this respect. The Client shall arrange such rights of access to the property and use of the Clients' facilities as described in (or reasonably inferred from) this Agreement. The Client shall use reasonable endeavours to supply to the Consultant promptly and free of charge:

- a) Any instructions, decisions, consents and approvals and
- b) Any relevant data and information in the possession of the Client or any of his agents, consultants or contractors which the Consultant may require in order to carry out the Services. The Consultant shall not be liable for the consequences of any inaccuracies in the data or information provided by the Client to the Consultant.

Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

10. Documentation

Each Party shall retain the copyright in his works including his drawings, software programmes and other documents ("the Documents"). The Documents shall only be used by the other Party for the purposes described in (or reasonably to be inferred from) this Agreement and shall not be used for other purposes. In the event of the Client being in default of payment of any fees due under the Agreement the Consultant may revoke the licence herein granted. The Consultant shall not be liable for any use made of the Documents other than that for which the same were prepared by or on behalf of that party.

Each Party shall maintain the confidentiality of any Documents and other information received from the other Party which are confidential. Such recipient shall not release or disclose such Documents or information or permit release or disclosure, except as authorised by the other Party or as obliged to do so by law.

11. Health and Safety

The Consultant's personnel shall not be obliged to work in unsafe conditions. If site conditions become unsafe during the progress of the Services then the Consultant may recall personnel at the Client's cost.

12. Suspension

The Consultant reserves the right to suspend the Services on giving 7 days' notice to the Client if full information enabling it to proceed is not received by the Consultant. Any costs or losses incurred as a result of such suspension shall be recoverable from the Client as a debt. This Condition shall not affect any statutory right of suspension that may be available to the Consultant.

13. Termination

The Consultant may terminate this agreement on giving 7 days' notice to the Client in the event of non-payment in accordance with Condition 5 or the insolvency of the Client. Any costs or losses incurred as a result of such termination shall be recoverable from the Client as a debt.

Termination of the Consultant's appointment under this agreement shall not prejudice or affect the accrued rights or claims of either Party to this agreement.

14. Cancellation

In the event of cancellation of the Services through no fault of the Consultant, the Client shall pay the Consultant a proportion of the Fee based on the Services carried out, any outstanding expenses and any losses to the Consultant which are incurred as a result of the cancellation, including but not limited to costs to which the Consultant is committed in respect of planned future work on the Services.

15. Agreement

The Client may assign any of its rights and benefits under this agreement twice only with the consent of the Consultant, such consent not to be unreasonably withheld, provided that the Client remains joint and severally liable for any obligations under the terms of the agreement assigned to the assignee.

16. Events beyond the Consultant's Control

In the event that the Consultant shall be affected by any circumstances whatsoever beyond its control which prevent, hinder or delay the Consultant's performance of its obligations, provided that such event or circumstances is unforeseeable. It shall give prompt notice thereof to the Client. Non-performance or delay in performance of the obligations Services caused by, or resulting from or owing to those circumstances shall be deemed not to breach the agreement between the Consultant and the Client, and the Consultant shall carry out the Services in accordance with the variation to be agreed between the parties as regards the programme to perform the Services within a reasonable time taking account of any such non-performance or delay and shall be entitled to payment in accordance with Condition 4.

17. Professional Liability

- a) Notwithstanding any other provisions of this Agreement, the total liability in aggregate of the Consultant under or in connection with this Agreement, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise (other than in respect of death or personal injury) shall be limited to the sum set out in Condition 18. In the event of professional indemnity insurance cover for any of the services under this appointment no longer being commercially available, the Consultants liability to the Client will be limited to £250,000 in the aggregate.
- b) The Consultant shall have no liability for claims arising out of or in connection with acts of terrorism.
- c) The liability of the Consultant hereunder for any claim or claims shall be further limited to such sum as the Consultant ought reasonably to pay having regard to his responsibility for the loss and damage suffered and on the basis that:
 - i. all consultants and all other parties providing design management or financial services or labour or materials plant or equipment for incorporation in the project or executing the project or any part thereof shall be deemed to have provided contractual undertakings on terms no less onerous than that set out in Condition 1 of this Agreement to the Client (whether or not they have been so provided to

the Client) in respect of the provision of their services or labour or materials or plant or equipment in respect of executing the project or any part thereof, and

- II. there are no limitations on liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and
- III. all such other consultants and all such contractors and sub-contractors have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility

The Client shall indemnify and hold harmless the Consultant from and against any claims liabilities costs and expenses in excess to the limit calculated as aforesaid.

- d) Save in respect of death or personal injury, no claims in contract, tort or breach of statutory duty (including negligence) arising out of or in connection with this Agreement shall be brought personally against any of the Consultant's employees or directors or members involved in the provision of Services (whether expressly named or not in this Agreement) and any such employees, directors and members may rely on this sub-clause.

18. Insurance

The Consultant shall effect and maintain professional indemnity insurance (except for claims arising out of pollution contamination and date recognition where the limit of indemnity applies on an annual aggregate basis and except for claims arising out of or in connection with asbestos where a separate aggregate limit applies and except for claims arising out of or in connection with acts of terrorism and fire engineering which are excluded under the policy) for the period of six years from the date of completion of the Services in the sum of not less than £1,000,000 (one million pounds) in respect of the Services, unless such cover is not available to the Consultant at commercially reasonable rates. If such insurance cover is not available, the Consultant shall promptly notify the Client.

19. Language

All communications between the Consultant and the Client shall be in the English language.

20. Entire Agreement

The Services are carried out on these Terms and Conditions which supersede all previous agreements between the Consultant and the Client. These Terms and Conditions, the Quotation or any Revised Quotations form the entire agreement between the Consultant and the Client.

21. Client's Standard Terms and Conditions

Only a duly authorised representative of the Consultant has the authority to bind the Consultant or agree to vary or supplement these Terms and Conditions.

22. Severability

In the event that any Condition or any part of any Condition contained in these Terms and Conditions is declared invalid or unenforceable by the judgement or decree by consent or otherwise of a court or body of competent jurisdiction from whose decision no appeal is or can be taken, all other Conditions or parts of Conditions contained in these Terms and Conditions shall remain in full force and effect and shall not be affected thereby.

23. Law

The agreement between the Consultant and the Client shall be construed in accordance with English Law and shall be deemed to have been made in England and both parties agree to submit to the exclusive jurisdiction of the English Courts.

24. Additions to the Fee in the event of delay

If the Client is not able to notify the Consultant two (2) days in advance about the impossibility to carry out the Services for any of the reasons stated in Conditions 7, 8, 9, 11 or 16 hereof, the Consultant shall be entitled to payment for any days during which it is unable to carry out the Services through no fault of its own, including but not limited to any one or more of the reasons stated in Conditions 7, 8, 9, 11 or 16 hereof, at the rate specified in the Quotation and shall be entitled to any additional expenses or other consequential costs incurred as a result of the delay.

25. Disputes

Any dispute arising under or in connection with the agreement between the Consultant and the Client may be referred to adjudication under the Housing Grants, Construction and Regeneration Act 1996. The Scheme for Construction Contracts referred to in the Act shall apply.

26. Interpretation

All headings used herein are for guidance and reference purposes only and shall not in any way affect the interpretation of these Terms and Conditions or any part thereof. Words importing the singular include the plural and vice versa. Words importing a gender include every gender and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons. References to Conditions are, unless the context otherwise requires, references to Conditions in these Terms and Conditions.