



Fee Proposal

West Hertfordshire Hospitals NHS Trust
P855 – SACH MRI & CT Scanners

Schedule for:	West Hertfordshire Hospitals NHS Trust	Design Services:	
Scheme Number:	P855	<input checked="" type="checkbox"/> Building Technology	<input checked="" type="checkbox"/> Byelaw Requirements
Scheme Name:	SACH MRI & CT Scanners	<input checked="" type="checkbox"/> CAD Services	<input checked="" type="checkbox"/> Client Advisor
Revision:	01	<input type="checkbox"/> Computer Graphics	<input type="checkbox"/> Contract Advice
Issued By:	Mark Lydall	<input type="checkbox"/> Design & Build	<input type="checkbox"/> Design for Special Needs
Issue Date:	20 th September 2022	<input checked="" type="checkbox"/> Design Services Only (Stage 5)	<input type="checkbox"/> Energy/Environment Expertise
Approved By:	ML	<input type="checkbox"/> Feasibility Studies	<input checked="" type="checkbox"/> FFE
Scheme Description:		<input checked="" type="checkbox"/> Full Architectural Service	<input checked="" type="checkbox"/> Interior Design
Design to RIBA Stage 5 (Tender & Construction) for the works associated with the fitting out and extension of Level 0 of the Runcie Building at St Albans City Hospital.		<input type="checkbox"/> Master Planning	<input checked="" type="checkbox"/> Materials Advice
		<input type="checkbox"/> Principal Designer	<input type="checkbox"/> Planning Advice
		<input type="checkbox"/> Planning Application	<input type="checkbox"/> Production Information
		<input checked="" type="checkbox"/> Services Co-ordination	<input checked="" type="checkbox"/> Space Planning
		<input checked="" type="checkbox"/> Surveying	<input checked="" type="checkbox"/> Sustainable Design
		<input checked="" type="checkbox"/> Value Engineering	<input checked="" type="checkbox"/> Working Drawings

Thank you for inviting us to act as Architects on the above project. Hopefully, this letter will explain the basis on which we will carry out all the work required along with confirmation of our fee.

NHS Shared Business Services Framework Agreement

The fee proposal provided is in accordance with the NHS Shared Business Services Framework Agreement for Construction Consultancy Services – Framework Reference Number: SBS/17/NH/PZR/9256

Non-Disclosure Notice

The methodology (if any) contained in this fee proposal is provided to you in confidence and must not be disclosed or copied to third parties without prior written agreement of AHP Architect and Surveyors Ltd. Disclosure of that information may constitute an actionable breach of confidence or may otherwise prejudice our commercial interests. Any third party who obtains access to this fee proposal by any means will, in any event, be subject to the Third-Party Disclaimer set out below.

Third-Party Disclaimer

Any disclosure of this fee proposal to a third-party is subject to this disclaimer. The fee proposal was prepared by AHP Architects and Surveyors Ltd at the instruction of, and for use by, our Client named above. It does not in any way constitute advice to any third-party who is able to access it by any means. AHP Architects and Surveyors Ltd excludes to the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising from reliance on the contents of this fee proposal. We do not however exclude our liability (if any) for personal injury or death resulting from our negligence, for fraud or any other matter in relation to which we cannot legally exclude liability.

1.0 People Responsible For Your Work

- 1.1 Mark Lydall will carry out most of the work on our behalf and will be supported by our healthcare team. He is a Director within our organisation with experience in the design and construction of Healthcare facilities. Other members of staff under his supervision may also undertake work in connection with your matter. If Mark is not available when you telephone, please ask to speak to, Fran Jones who will be pleased to take a message or will let you know where he may be contacted.
- 1.2 We try hard to avoid changing the people who are handling your work, but if this cannot be avoided we will notify you promptly who will be handling your work and why the change was necessary.
- 1.3 We will explain to you the issues raised in any matter upon which you instruct us and keep you informed of the progress.

2.0 Charges and Expenses

- 2.1 Our charges are expressed below and are exclusive of VAT for the services outlined. These duties will include meetings with you, correspondence; including e-mails, telephone calls and time spent travelling. However, should we be instructed to carry out additional work we will obviously try to absorb these costs as best as we can but any additional work, which cannot be absorbed, would be charged on the time we spend dealing with the matter. Such additional work will be charged to you at the hourly rates set out below:

Mark Lydall: Director: £102.37 per hour

Contact details are as follows:

Tel: 01543 223 277

e-mail: mark.lydall@ahpltd.co.uk

Supporting Professional £68.54 per hour

Supporting Technician £44.49 per hour

- 2.2 These hourly rates are reviewed during December each year and we will inform you of any increase in these rates before they take effect.
- 2.3 We will add VAT to our charges at the rate that applies when the invoice is submitted which is currently 20%.
- 2.4 We may have to pay expenses on your behalf, but if required shall endeavour to notify you and agree these with you in advance. Additional travelling, accommodation and other such expenses will be charged at cost.
- 2.5 We have no obligation to make these payments unless you have provided us with funds for that purpose. We refer to such expenses generally as 'disbursements'.
- 2.6 If for any reason the works do not proceed, or our instructions are withdrawn we shall be entitled to charge you as a percentage of work done and expenses incurred.

3.0 Billing Arrangements

- 3.1 To help you budget we will send you interim accounts while work is in progress as illustrated below. We shall send a final bill once the application has been determined.

Monthly applications at the 25th of each month or nearest full working day thereafter

- 3.2 It is our normal practice to ask Clients to pay money from time to time on account of the charges and expenses which are expected to be incurred and in line with our agreement. Any payment on account will be offset against your bills. It is important though to note that your final bill may exceed the total of any payments on account.
- 3.3 Payment is due within 30 days of delivery of our invoice to you. If the bill is not paid within 30 days, we reserve the right to charge interest on the amount due at the rate of 8% above the Bank of England's base rate, together with any costs incurred. Interest and any compensation due will be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.0 Our Email Policy

- 4.1 Unless you withdraw your consent we will communicate with you and others where appropriate by e-mail or fax but cannot be responsible for the security of correspondence sent by these means. It is your responsibility to check that an incoming e-mail and attachments (if any) do not contain any viruses.

5.0 Professional Indemnity

- 5.1 Architects are under a professional and legal obligation to carry and maintain Professional Indemnity Insurance which shall not exceed specific monetary limits per claim. Here we would be grateful if you could clarify the level of cover you will require us to carry on this particular project. In the absence of your specific instructions, we shall assume a cover level of £5million.

6.0 Storage of Papers and Documents

- 6.1 After completing your project, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we are required by the RIBA to keep all relevant papers, drawings and documents for you for three years following the completion of our work. After that storage is on the basis that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so.
- 6.2 If during the 3 years of storage we retrieve papers, drawings or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers, drawings or documents to you or another at your request. We will confirm the proposed fee for this service to you before we retrieve any information

7.0 Termination

- 7.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all papers, drawings and documents while there is money owing to us for our charges and expenses. If at any stage, you do not wish us to continue doing work and/or incurring charges and expenses on your behalf you must tell us clearly in writing. If we decide to withhold services from you; for example, if you do not pay an interim bill or comply with a request for payment on account, we will tell you the reason and give you notice in writing.

8.0 Communication Between You and Us

- 8.1 Our aim is to provide all our Clients an efficient and effective service at all times. However, should there be any aspect of our service with which you are unhappy then please raise your concern with Mark Lydall in the first instance. If you still have concerns or queries, then Mark will re-direct these to one of his Partners for impartiality.
- 8.2 A copy of our complaint's procedure is available on request.
- 8.3 General Data Protection Regulations (GDPR) requires us to advise you that your particulars are held on our database and we may from time to time use these details to send you information which we think might be of interest to you.

9.0 Quality Standards

- 9.1 AHP: Architects & Surveyors Limited are compliant with ISO: 9001 Quality Management Systems. As a result, we are or may become subject to periodic checks by outside assessors which could result in your file being selected for checking. In which case, we would need your consent for the inspection to occur. All inspections would, of course, be conducted in confidence. If you prefer to withhold your consent, work on your project will not be affected in any way. However, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if you wish us to mark your file as not to be inspected.

10.0 Conclusion

- 10.1 Unless otherwise agreed, these terms of business apply to any future instructions received from you. Your continued instructions will amount to your acceptance of these terms and conditions of business. Even so, we would ask you to please sign and date the enclosed copy of this letter and return it to us immediately.

FEE SCHEDULE

SERVICES	FEE %	Fixed sum (£)
Stages 1 & 2 – Outline Design & Design (1.17%) - Discounted	1.05	£31,500.00
Stage 3 – Tender & Contract (1.38%) - Discounted	1.24	£37,200.00
Stage 4 & 5 - Construction, Commissioning & Handover (0.88%) - Discounted	0.80	£24,000.00
Total exclusive of VAT @ 20%	3.09%	£92,700.00

The proposed fixed sums are based on an estimated total construction cost of £3,000,000 being the budget estimate for the project.

We reserve the right to amend our fee to reflect the tender return sums.

We have assumed that the services under Stage 0 have been discharged following the feasibility completed in 2022 and that a formal Post Project Evaluation will not be required. It is understood that the Trust Project Management Team will complete the Contract Administration.

Our fees exclude any Local Authority development fees that may become due.

I/We have read and understand the above terms and agreed to be bound by them.

Signedfor & on behalf of

Date