



Graeae is a force for change in world-class theatre, breaking down barriers, challenging preconceptions and boldly placing Deaf, disabled & neurodivergent artists centre stage.

CAPITAL WORKS – APPOINTMENT OF QUANTITY SURVEYOR

Introduction

Graeae was founded in 1980 and is the UK's leading theatre company championing the work of Deaf, disabled and neurodivergent artists. It moved into its current base at Bradbury Studios on Kingsland Road in Hackney in 2010, where it has office space, a creative hub, library/living room and a rehearsal studio. There is a mezzanine level occupied by Access All Areas (AAA), a tenant of Graeae. The building is Grade II listed and is fully accessible.

Capital Project

Following an extensive consultation process with staff, users, artists and other stakeholders, Graeae has developed proposals for a remodelling of its building. These will be the first major changes since it was occupied and are intended to create space for other organisations to share the building as tenants, which will aid Graeae's long term business sustainability. The works proposed are to:

- Divide Graeae's current office space in half to create two spaces, one to be occupied by Graeae and the other to be office space for a new tenant, Attitude Is Everything (AIE).
- Transform the Library/Living Room into a hot-desking/meeting room for Graeae staff with a separate Respite Room for all building occupants.
- Divide the current Creative Hub to create two bright, new, collaboration spaces on the ground floor for 5-6 people each, with Vibe screens, conferencing facilities, privacy and flexibility for use by all three organisations. One space will be fitted with the latest induction loop.
- Relocate the existing Creative Hub to the adjacent area to become a more flexible space with a folding wall – closed and private during company meetings, open and free to access during conferences or where many people are using the foyer
- Improve the privacy and acoustic separation of the mezzanine by enclosing it fully.
- Create a private separate meeting space within the mezzanine area.

Designs to RIBA Stage 3 were developed by Morgan Lovell. These formed the basis of an application to the Arts Council's Capital Fund which was submitted in autumn 2023, the company being awarded £445,000 in May 2024. The design package is attached for information.

The works are budgeted at £190k including prelims and OH&P, with a further £55k for furniture and £35k for specialist items.

The intention was that Morgan Lovell and their team would remain as the main contractor, developing the design through RIBA Stage 4 and then tendering the various subcontract packages; however they advised Graeae in late May that they would be withdrawing from the project as they did not have the capacity or necessary expertise to take it forward. As Graeae had anticipated having the project completed within this calendar year, this was unwelcome news.

Having considered various options, Graeae is continuing with the approach of working with a main contractor on a design and build basis and to mitigate the impact of the delay caused by the withdrawal of Morgan Lovell to the original timetable, is now undertaking a tender process, working with Bigham Anderson Partnership, to appoint a new lead contractor. In parallel with this, Graeae is now looking to procure a professional team comprising design consultancy, capital project manager and quantity surveyor, all functions which Morgan Lovell was originally going to provide, with a degree of speed. These will be separate appointments

QS Services

The appointed QS will start alongside the new contractor and provide the following services:

- i) Manage the commercial activities in the design development period, concluding with agreement of the Contract Sum;
- ii) Prepare contract documentation assuming JCT Design and Build with no lawyer drafted amendments;
- iii) Manage the construction phase costs including agreeing variations and undertaking valuations of the works;
- iv) Attend regularly convened design and construction meetings (assume one per fortnight);
- v) Provide regular cost reports;
- vi) Agree the final account.

A scope of services document is attached.

Programme

The new contractor is expected to be in place by early/mid August, with design development and subcontract procurement running through September and early October, leading to a start on site in the second half of October. The anticipated time on site is eight weeks with completion by Christmas 2024.

Tenders

Please submit a lump sum fee proposal with resource schedule and daily/hourly rates; single page CVs of the individuals who will work on the project; and a brief statement (no more than 2 sides of A4) addressing the following quality criteria for selection:

- i) Capacity to deliver the services within the timeframe and budget
- ii) Previous experience of working for performing arts organisations
- iii) Understanding of complex accessibility requirements
- iv) Commitment to social value

The scoring will be undertaken on the basis of 60% price, 40% quality. The client is not bound to accept the lowest or any tender. If required, tender clarification interviews will be held on Thursday 25 July. A decision will be made by the end of the month.

Tenders should be submitted in the form of a single pdf emailed to david@newstagesltd.com by no later than 5.00pm on Monday 22 July with the title 'Graeae QS Submission'

General terms and conditions will be as the RICS Standard Form of Appointment.

1. GENERAL

- 1.1 The Quantity Surveyor shall provide cost planning, management and control for both Building and Building Services in conjunction with this project and shall work with the client professional team and the contractor's team to provide such services.
- 1.2 The Quantity Surveyor shall lead on all construction cost and financial matters for the client and shall take an active role in developing opportunities to maximise value for money at all stages in the project.
- 1.3 The Quantity Surveyor will be required to report to the client on a monthly basis (in an agreed format) on construction expenditure.

2. CLIENT'S BRIEF

- 2.1 At the outset of the project assist in establishing the Client's brief, broad objectives and constraints & their communication to the main contractor.
- 2.2 With the client, establish the available budget, cashflow and any other financial constraints affecting the project and effectively communicate these to the professional team where appropriate to do so.

3. DESIGN DEVELOPMENT

- 3.1 As the design develops, undertake an initial cost planning exercise and then provide updates to the cost plan at subsequent stages to reflect the level of design reached.
- 3.2 Update the project cost plan in accordance with the developed design and report to the client on financial matters.
- 3.3 In conjunction with the Project Manager, implement a change control procedure. Report to and seek authority from the Client to implement all proposed changes.

4. REPORTING, MEETINGS AND PROCEDURES

- 4.1 Attend client, design, project, and other meetings as provided under the appointment.
- 4.2 Agree project financial reporting and recording procedures with the Client and the Contractor. Implement agreed procedures.
- 4.3 Manage the flow of financial information to and from the contractor and report to the client on such matters.

5. PROCUREMENT

- 5.1 Assist in the negotiation of contract terms with the contractor based on the chosen standard form.
- 5.2 Review the 2nd stage tender process arrangements and oversee the process of open-book tendering of works, ensure the client's financial interests are protected throughout the process.
- 5.3 Review with the contractor the pricing of all prelims items and non-measured works, agree the allowances and inclusions and report to the client.
- 5.4 Agree the final Contract Sum with the main contractor and recommend to the client.

6. CONSTRUCTION

- 6.1 Obtain confirmation that required insurances are in place prior to commencement of works on the Site. Propose a system for recording and updating such insurances.
- 6.2 Contribute to the identification and management of risk and the updating of a risk register for the project.
- 6.3 Contribute to the monitoring of progress of construction and advise the Employers Agent.

7. CONTRACT ADMINISTRATION

- 7.1 In conjunction with the contractor, prepare the contract documents, warranties, bonds and licences and facilitate the formal execution by the client and contractor.
- 7.2 Assist the Employers Agent / Contract Administrator with the administration of the terms of the contract in accordance with the contract documents.
- 7.3 Review the contractor's interim applications for payment, agree inclusions and quantum of claim and issue appropriate payment notices to Client and Employers Agent / Contract Administrator.
- 7.4 Agree with the contractor the quantum and value of variations to the contract and report to the client.
- 7.5 Contribute to the identification, approval and recording of changes and variations to the contract.
- 7.6 Assist in the evaluation of claims for delay and additional costs claimed by the contractor
- 7.7 Check and agree the value of any dayworks sheets submitted by the contractor.
- 7.8 Advise the Employers Agent / Contract Administrator on the issue of non-completion, sectional completion and practical completion certificates.
- 7.9 In conjunction with any Non-Completion notice issued, advise the client as to the levying of liquidated and ascertained damages and advise the contractor accordingly.

8. PROJECT COMPLETION

- 8.1 In conjunction with the Client and Professional Team agree, that the works (or a section of the works) are Practically Complete
- 8.2 In conjunction with the professional team, contribute to the issue to the contractor of a schedule of snags and outstanding works
- 8.3 Prepare and agree the final account with the contractor and obtain client approval.

July 2024

For any queries on any part of this tender document, please contact David Beidas on david@newstagesltd.com in the first instance.