



Redevelopment of Cleveland Pools, Bath - Architect Project Brief

Cleveland Pools Trust Ltd

Revision History

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Date	Revision No.	Prepared By	Authorised By
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1.0 Purpose of Document

This document sets out the project background scope of services and duties and deliverables for the procurement of the Architect consultant.

2.0 Background

The Cleveland Pools Trust Ltd have received a funding award from HLF to develop the exciting project of re-opening the existing outdoor Georgian bathing Pool in Bath, which was originally built in 1815. The site is listed grade II* and is part of the Bath World Heritage Site. The site was last used for swimming in the mid 1980's and is thought to be the oldest purpose designed Lido in the UK, possibly Europe. The project has evolved from the efforts of a committed local group who have fought to bring the site back into use as a naturally water treated open air swimming facility to serve the local community, adding a new dimension to Baths tourist offer away from the core of the City.

A key decision that must be made early on in this project will be whether the trust is able to deliver its aspiration for a naturally treated non-chemically treated pool. Dependent upon the method(s) used there is concern that a natural option may limit the number of swimmers per day which might adversely affect the business plan viability. Very careful consideration will therefore need to be given as to how to obtain the best advice from the appointed consultant design team, and perhaps request that an initial assessment of the relevant factors involved be provided at tender stage to provide convincing evidence of an understanding of the projects challenges.

A detailed list of the background documents to this project can be found in Appendix A. These can be found on the Cleveland Pools website www.clevelandpools.org.uk/en/left/information/

3.0 Scope of Services

The Trust requires an Architect consultant to provide design services for the refurbishment of the swimming pool facilities and the on-site Grade II* listed building.

The Architect will assume the Lead Designer role in refurbishing the existing Grade II* listed building, the site grounds and the on-site swimming pool. The renovated site will be used as a community owned lido by paying members of the general public. The renovated buildings will serve as the on-site offices, changing rooms and other facilities for the lido. Any renovations must maintain the buildings Grade II* listed status.

Cleveland Pools Trust would prefer the pool to be designed as either low chlorine or a no chlorine pool. The Architect will first support the feasibility study to be carried out to assess if a naturally filtered pool is viable. The Architect will then lead on setting out the Initial Concept design. Once the initial concept design has been completed the architect will work alongside the M&E Consultant, the Ecologist and the Quantity Surveyor to complete the final concept design.

The procurement of the main contractor will be either Traditional with Contractor Design Elements or a Two Stage Design and Build Contract, therefore once the main contractor has been procured there will be the option to novate the Architect. The Architect will then proceed to advise either the main contractor or the client on the completed design.

Please note that tenders will need to be priced on the basis of a Two Stage Traditional Contract.

There will be a break point in the project should it not pass the second round bid for HLF funding. If this does not happen the Architect's services will no longer be required and the contract terminated.

In addition to this the architect will carry out the following responsibilities:

- Principle Designer
- Carbon Footprint Analysis
- Ensuring Fire Safety is taken into account.
- Landscape
- Access audit

- Green travel plan

Further specific points to meet the Trust's vision for the project will need assessed for their feasibility as part of the design process. These can be found in Appendix B.

4.0 Duties and Deliverables

The main duties and deliverables are listed out in Appendix C. The Consultant should include for weekly design meetings as well as the possibility for ad-hoc on site meetings.

5.0 Estimated Costs

The below table provides a breakdown of the agreed Capital Costs with the HLF. Please provide your fee quotes based on these figures.

Capital costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Repair and conservation work	Historic buildings, pool, paths and terraces	1,219,502	243,900	0	0	1,463,402
New building work	Café building and disabled access	452,027	90,405	0	0	542,432
Other capital work	River bank work, landing stage and landscaping work	164,669	32,934	0	0	197,603
Equipment and materials	Disabled adapted buggy, fit out cafe, heritage interpretation	73,600	14,720	0	0	88,320
Other	Contractors preliminaries, maintenance for the first 3 years post opening.	364,239	72,848	0	0	437,087
Total Costs		2,594,857	518,971	0	0	2,728,844

6.0 Project Programme

Please see Appendix D for the current project programme.

7.0 Project Organogram

Please see Appendix E for the current project organogram.

8.0 Tender Timetable

It is the intention of the Trust, that this procurement will follow a clear, structured and transparent process at all times and that all Tenderers will be treated equally.

Timetable	
Submission Instructions	
ITT Release Date	29 June 2015
Deadline for receipt of clarifications	06 July 2015
Target date for responses to clarifications	11 July 2015
Supplier Open Session at King Edward Mine	13 July 2015
Deadline for Return of Tenders	22 July 2015 by 15:00 (3pm)
Evaluation of Tenders	27 July 2015
Tender Interviews	03 August 2015
Notification of contract award decision	06 August 2015

Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all tenderers as soon as possible.

Please confirm whether you will be attending the Supplier Open Session at Cleveland Pools on 13 July at your earliest convenience, and by Friday 03 July at the latest, by emailing Christopher Fagg at Chris.Fagg@Provelio.com. The Open Session will include a brief background to the history of Cleveland Pools, following by a description of the project, tour of the site and time for questions and answers.

9.0 Instructions to Tenderers

9.1 Tender Requirements

Tenderers are required to submit the following information:

- Evidence of experience in working on similar projects. Please note we will be assessing this on the following criteria:
 - Experience in working on Heritage Lottery Funded Projects. Ideally you will have experience in working on three or more HLF funded projects.
 - Experience in working on either low or no chlorine swimming pools
 - Experience in new build construction within Grade II* listed surroundings
 - Experience in restoring a Grade II* listed or historical building
 - Experience of public consultation/community engagement
- Details of the proposed team the consultant has offered. We will be looking for CVs detailing each consultant's experience and qualifications.
- The Trust's preference is to use the services of a Consultant who has a local office in the South West Region. Please confirm the location from which the services will be provided along with an organisation structure chart for that location, showing links to any other offices and establishing how this office will support and interact with the Trust. Please demonstrate how the location and structure chart will:
 - Demonstrate value for money
 - Limit travelling costs and time (please note these costs must be included within the fee proposal)
 - Provide details of the timescales for availability of staff when needed to attend ad-hoc/unplanned meetings when or in the event that urgent matters arise.
- Your fee proposal, including the following:
 - A completed copy of the Appendix F Contract Data,
 - A costed activity schedule in line with the project programme.

- Proof of insurance as detailed in 10.0 Insurance Requirements.

9.2 Tender Instructions

Tender instructions are as follows:

- Please submit any queries to Christopher Fagg at Chris.Fagg@Provelio.com
- As set out in the above Tender Timetable please ensure the returns are received by 3.00pm on 22 July 2015.
- Please ensure tender returns are submitted via email to Chris.Fagg@Provelio.com or by post to:
 - Provelio Limited, The Meeting House, Lewins Mead, Bristol, BS1 2NN
- The successful tenderer will be appointed using "The CIC Consultants' Contract Conditions - second edition 2011."

10.0 Insurance Requirements

Cleveland Pools Trust will require the following proof of insurance:

- Evidence of PI cover (minimum of £5 Million for each and every claim). If this is not available they should confirm that they would be eligible to obtain this level of cover if appointed.
- Evidence of Public and Employer Liability Insurance (minimum of £5 million). If this is not available they should confirm that they would be eligible to obtain this level of cover if appointed.

11.0 Quality and Cost Scoring

Tenders will be marked on a Quality:Cost ratio of Quality 50%:Cost 50%.

This will ensure that the successful applicant will be able to provide the right services for a fair price.

11.1 Quality Scoring

The Quality element of the scoring will be made up out of 50 marks which will be broken down as follows:

Experience in working on similar projects. Please note we will be assessing this on the following criteria: 15 marks

- Experience in working on Heritage Lottery Funded Projects. Ideally you will have experience in working on three or more HLF funded projects.
- Experience in working on either low or no chlorine swimming pools
- Experience in new build construction within Grade II* listed surroundings
- Experience in restoring a Grade II* listed or historical building
- Experience of public consultation/community engagement

The proposed team the consultant has offered. We will be looking for CVs detailing each consultant's experience and qualifications. 10 marks

The Trust's preference is to use the services of a Consultant who has a local office in the South West Region. Please confirm the location from which the services will be provided along with an organisation structure chart for that location, showing links to any other offices and establishing how this office will support and interact with the Trust. 10 marks

Please demonstrate how the location and structure chart will:

- Demonstrate value for money
- Limit travelling costs and time (please note these costs must be included within the fee proposal)
- Provide details of the timescales for availability of staff when needed to attend ad-hoc/unplanned meetings when or in the event that urgent matters arise.

Performance at Interview

15 marks

Total

50 marks

The Interviews held will approximately last an hour and will seek to determine each applicants understanding of the project whilst assessing the quality of both the work and the team they have offered.

Each interview will begin with a ten minute presentation where each tenderer will demonstrate the following:

- The company they work for,
- Who will be working on this project,
- The skills their team will offer this project,
- A summary of the team's experience,
- The key challenges they have identified for this project.

11.2 Cost Scoring

Compliant price submissions will be scored with the lowest gaining 50 marks and the other prices scored relative to the cheapest.

Please provide a costed activity schedule in line with the project programme detailing your fee proposal for this project. Please ensure that any travel costs and expenses are included within your fee proposal. Further criteria may be found in Appendix E, Contract Data.

Please fill in the Table A found in Appendix F, Contract Data, detailing your price breakdown across the RIBA Stages.

Appendices

Appendix A - List of Project Background Documents

1.0 List of Background Project Documents

Business Case Submitted to the Heritage Lottery Fund April 2014	http://www.clevelandpools.org.uk/pdfs/BusinessCase.pdf
Conservation Statement	http://www.clevelandpools.org.uk/pdfs/ConservationStatement.pdf
Initial Feasibility Study	http://www.clevelandpools.org.uk/pdfs/FeasibilityStudy.pdf

Appendix B - Trust Vision

Vision – key physical elements the project is to provide to be included within Briefs for design team/consultants

- Affordable open air heated naturally water treated swimming pool open all year round 22-24c
 - Roll away insulated pool cover out of sight when not in use
 - Sustainable renewable heating systems wherever possible
 - River water heat recovery
 - Solar PV/thermal
 - Super insulation to pool and buildings
 - Dark black/slate pool tiles and bottom (maximise solar heating gain)
- Children's facilities (10 yrs and under separate from main pool (Hygiene)/limited hours from 11am – 5pm – reduce noise for residents) these might include:
 - Swimming facility – splash/running water/fountain/swimming area (summer only? – heated 28-30c)
 - Waterslide (using landscape's natural slope?)
 - Traverse climbing wall?
- Sauna & or hot tub (assumed would enhance winter use of pools)
- Sensitive restoration of grade II* Georgian cottage and changing rooms, new uses to maximise revenue generation opportunities
- Appropriate paving materials and surfaces, sensitive to setting
- New build elements modern design that does not compete visually with or degrade significance of grade II* buildings and World Heritage site
- Take opportunities to enhance significance where there this would not negatively affect business case e.g. potential restoration of lost significant features:
 - Ladies cold plunge pool (incorporate with sauna?)
 - perpetual shower
 - other features/landscaping
- Create a new Retail Café / shop – within new or existing buildings?
 - tuck shop, hot cold drinks and snacks, ice creams or Sit down inside café cooked meals
 - sell merchandise – pool swim wear
- Office pool manager
 - volunteer meeting area/storage facilities
 - room for hire/other activities – massage/healing/training/education
- Adaptable space for events / covered – retractable?
- Historic Interpretation
- Increased security
 - Boundary wall repair, visual and acoustic screening from adjacent residents, enhanced entrance gates
- Welcoming access
 - Foot
 - Cycle parking area
 - Boat pontoon – a pontoon has been procured separately and will be in place by Autumn 2015

Known issues to be considered with natural pool systems

The Trusts own research has indicated that two main natural pool systems exist (there maybe others). Notes of comprehensive questions asked and initial responses of two companies contacted

Vision – key physical elements the project is to provide to be included within Briefs for design team/consultants

that represent each system are included for information in Appendix A along with their contact details.

- **Biotop** - Appears to rely on both physical and biological filters supplemented with areas of aquatic planting. Uncertain if draft business plan target of up to 300 users per day in summer, could be accommodated. Rule of thumb is 3cubic meters of water per user per day. Areas of aquatic planting cannot be used for swimming, but can be separate from main swimming pool. With a limited site area this may be a constraint upon water area available for swimming.
- **Clear water revival** – claim that no aquatic plants are required with their sealed biological filter system, but they can be included for aesthetics. Feel that up to 300 users could be accommodated with sufficient filters, user number would need to be calculated based on water volume available in final design

Both systems appear to require that:

- Filters whether aquatic or sealed units must be separated from river flood water. Flooding would require that any areas of aquatic plants be entirely renewed due to potential contamination, sealed filters if not isolated would similarly have to be re-conditioned
- Filling/Re-filling pool with mains water would require filters to remove phosphate content. Potential use of bore hole water may reduce the amount of filtering required dependant on water tests
- Recommended temp range for heated natural pool 22-24 c
- recommended that children under 10yrs use a separate pool to avoid cross contamination with main pool, additional UV treatment recommended, or a chemically treated option for this element
- plant rooms of around 12 sqm area
- stringent policies required for wildlife/rodent management in riverside location minimising risks of Weils disease

The Trusts original 2011, options appraisal by Fergusson Mann also included substantial initial research on pool systems which it maybe useful to review as back ground information. See <http://www.clevelandpools.org.uk/pdfs/OptionsAppraisal2.pdf> - see page 43

1.0 Appendix A Pools Specialists

1.1 Biotop

Contact details:

Email	Ben Garner <bg@kingcombe.com>
Phone Number	07787528058

1. Feasibility - A naturally treated swimming pool is entirely feasible in this location. **Any system used in this location will be subject to the challenges of the river side location.**
 2. Need to Aquatic plants – The Biotop system could in theory be designed without any aquatic plants. *(You will need to check with designers in Austria to check that this can be done).* A no aquatic plant system would be based around a large gravel/biological living filter accommodated within the volume of the existing children's pool which could be covered over. The depth at the shallow end would need to be deepened. If aquatic plants were used, which is preferable in your view, they would need to be located away from any potential flood risk. Use of the existing children's pool area would be an option to achieve this, in which case not all of it could be covered. The general rule of thumb is 50:50 area of aquatic plants to swimming area. Less planted area can be achieved with more biological filters added.
 3. User number limits –As a rule of thumb 3 cubic meters water volume is required for each person using the pool per 24 hr day **(Needs confirmation, FLL guidelines)**. It makes no difference how long they stay in the pool. You have taken measurements to ascertain water volume, and make an estimate of the maximum no's of swimmers per day that could use the Cleveland Pools site. *(as a comparison you stated that the Kings Cross temporary pool that you designed is of a similar size, and is designed to accommodate a maximum of 163 swimmers per 24 hr period).*
 4. Plan Room size – as a comparison the Kings Cross unheated pool has a plant room of approximately 12sqm, including 3no bio filter units and pumps.
 5. Use by children - A separate children's pool for ages 10 and under is recommended to help prevent potential contamination of the main pool **(It's something to consider as the risk of faecal contamination is higher with young children)**. However, management ensuring younger children wear waterproof nappies would be important. Children as young as 4 yrs use the Kings Cross Pool if wearing swim nappies. If contamination occurred the pool would need to be closed (entire pool if not separated), water quality tested by a UCAS accredited laboratory and would take around 3 days to get results. *(By comparison a chlorinated pool would need to be closed for 1 day and undergo super chlorination, to ensure safety prior to re-opening).* Whilst a children's pool or splash pool could be naturally treated, a chlorinated option carries less risk **(because the volume is too small to offer any 'buffering')**. UV treatment could also be considered.
 6. Water temperature – max recommended temp is 25c. warm water holds less Oxygen and so pool can be more prone to algae bloom unless more oxygen added with a water fountain/fall feature. This can be a positive part of the design.
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7. Wildlife – recommend excluding wildlife wherever possible especially birds
 8. Rats and Weils disease – need to guard and take every precaution against rats, esp given location beside river. Regular rodent control and traps, good hygiene emptying bins no food spillage, drinks or eating to be allowed around pool margins close to river, minimises risk.
 9. If the pool flooded – would be preferable to design the site so that it could be protected from flooding. Aquatic plant areas and biological filter areas must be isolated from flood water to prevent contamination. Main pool container to be pumped out and washed. Refilling with mains water would require special filters to remove phosphorous (*highly likely*). Ground water from a bore hole would be a better option, but this may also have to be filtered depending on water quality. (*can suggest names of suitable bore hole companies, est £15-£30k dependent upon depth and ground conditions – also consider access for the drilling rig*) At Kings Cross the mains water phosphorous content was so high that extremely expensive deionization plant was brought in especially to remove it when filling the pool. (*You felt this would not be an easy option on this site as the equipment was housed on a large pantechnican lorry*)
 10. Heating – expensive, recovery of heat from river would require specialist equipment and consents (*there are also practical considerations*). Air source heat pumps are (*fairly*) noisy, ground source heat pump would be an option through use of vertical bore holes, quiet no noise issue. Dark pool lining and shallow areas can help heat water up naturally. (*Kings cross pool currently 15c (has reached 20), mixture of bathers with and without wetsuits*)
 11. Water quality monitoring – water chemistry, clarity, oxygen levels and microbiology measured weekly by UCAS credited laboratory. Legionella must be tested for in waters over 18c, particular risk if a water feature created a fine mist.
 12. Maintenance – inlets to pipework from pool daily cleaning to remove leaves etc. bespoke maintenance regime would be designed given nature of site, pollen falling on water, leaves from trees.
 13. Suncream/skin products – No recognised issues, general requirement to shower before entering pool.
 14. Relevant legislation – No BS for water quality in natural swimming pools. Germany has water treatment guidelines for swimming ponds FLL – (*post meeting research*)
http://www.iob-ev.eu/cms/iob/en/cms?cms_knuuid=4330650c-cf96-4428-b26d-a00b3d56236c <http://www.fll.de/shop/english-publications/swimming-pools-with-biological-water-purification.html> - in German only at present time ?
 15. Existing schemes – Kings Cross temporary public pool most recent and of comparable size, un heated, capacity 163 users per 24 hr period. Other pools by partner Biotop installers in Austria, Germany. King Coombe would seek specialist advice on design of a pool on this site from Austria.
 16. General management & operation – suggest external paving apron sloped back away from the pool edge so water run-off does not enter pool. Hot tub and chemical treatment transference to natural pool not considered an issue, recommend shower before pool
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entrance. *(running of Kings Cross pool handed over to company that does everything, physical maintenance, ticketing, water quality checks)*

1.2 Clear Water Revival

Contact details:

Email	David Nettleton <david@clear-water-revival.com>
Phone Number	0117 9232588

1. Feasibility - A naturally treated swimming pool is entirely feasible in this location.
 2. Need for Aquatic plants - The Clear Water Revival (CWR) system does not require any use of aquatic plants in or beside the swimming pool to treat water, maximising water area for swimming. With the CWR system aquatic plants can be used, but are not essential and would be optional inclusions, if desired, purely for more aesthetic reasons. *(A swimming pond, more natural appearance would usually include these with softer sides, and would have a water treatment function. The conventional rule of thumb for swimming ponds water surface area to planted area is 50:50 swimming:planted areas)* Correct, so we are drawing a distinction here between *Natural Swimming Pools* i.e. swimming pools filtered naturally, and *Swimming ponds*, i.e. ponds that you can swim in, where algae and hygiene control is through an ecosystem approach with adequate and balanced macrophytic planting.
 3. Water treatment system - The CWR system relies upon living 3 stage biological filters, contained within pressure vessels. These are connected to the pool via pipes and can be remotely located, water circulating via pumps.
 4. User number limits - There is no theoretical limit of the number of people that could use the pool, 300 per day in summer is feasible. Additional filters would be added to increase user load. From between 6-8 filter vessels would be required for a pool of the current size. This would necessitate a plant room of approximately 8x4x2.2m high, possibly as little as 7x3m (would need to do calculations). Filters require cleaning/flushing, every 2-3 months. *(By way of comparison, you estimated Clifton Lido, low chlorine pool accommodated 250 swimmers per day).*
 5. Use by children - A separate children's pool for ages 10 and under is recommended to prevent contamination of the main pool. This can be naturally treated, but it's recommended that it be supplemented with UV light sterilization also. *(in your experience children tend to like water heated to 30-32C too hot for a natural system, and a traditionally treated chemical pool is possibly an option for young children)*. If contaminated, solids would need to be removed, the pool closed and a full circulation of its water with UV completed prior to re-opening (est 1 day but water volume and filter size dependant), hence best to have a separate pool. I would say that the main purpose for a separate pool would be for mitigating the inconvenience to users if very young children have 'accidents' in the pool thereby causing closure of the pool for the day, and also due to the temperature issue if very young children use the pool. If users have to be over a specific age ie no toddlers then I don't think a separate pool is necessary.
 6. Water temperature - Heating water increases efficiency of natural biological treatment process, ~~optimal temperature 22-24c, up to 28c possible, but not recommended~~ but It is not recommended to go over 30c due to potential legionella risk if there are water features added to the system.
 7. Educational Partnership & Research - The CWR system is being reviewed with UWE in Bristol as part of a natural water treatment research project. Formally looked at by
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Cranfield University Water Sciences Institute. CWR is the first company in the world to use a system requiring no conventional aquatic plants. Our innovate UK funded R&D programme is being carried out in collaboration with Cranfield and UWE. Senior staff (i.e. Prof. Darren Reynolds at UWE) at both universities have been overseeing our work.

8. If the pool flooded – the circulation of water to the living filters would need to be isolated to prevent contamination. Cleaning and re-populating them with living organisms, starting them up from scratch, would otherwise take up to 3 weeks (2 weeks to seed, 1 week to filter all pool water). The main pool would need to be drained, pressure washed and re-filled. Re-filling with mains water would be expensive, and would require special additional filters to remove phosphates (these filters can be included within the design and can be regenerated on site without being taken away). Once, re-filled and filtered, the pool should be useable within a period of 7 – 10 days provided the living biological filters have been maintained during closure. If the filters were isolated and maintained in operation (by recirculating through a small tank) during pool closure the pool would be useable from the point the filter system is reconnected. A better option for re-filling the pool would be to use spring water or water from a bore hole. (in your experience a 60m bore hole to access ground water should be sufficient and cost around £9,000 to create). Such water would not require special filtering and would be free. There is still a requirement for phosphate extraction from borehole water but it requires less treatment so costs are reduced.

9. Heating – using dark black slate tiles in the pool will maximise natural solar heating, in summer sunshine un-shielded by trees 20c should be achievable this way. A pool cover will minimise heat loss when not in use. Pool sides and bottom should also be insulated. Heating options might include solar/thermal, heat recovery from river would require Specialist Company. Other pools typically use electricity or gas.

10. Water quality monitoring – digital meter continuously measures water quality and is monitored off site via internet. Temp/O2/Ph/Nitrogen levels. Microbiological testing to be carried out by a lab.

11. Maintenance – skimmers require daily checking /cleaning to remove leaves etc. Pumps and pump inlets require daily checking, flow rates need checking on gauges. Leaves will need removing from pool at the end of each day (prior to putting the cover on) if the skimmers have not caught them. Use of a pool cleaning robot maybe advisable to automate this. Annual maintenance regime to regenerate and flush filters would be done under contract with CWR.

12. Rats and Weils disease – if there is not source of food, no hiding areas, rats should not be a problem as they have no reason to enter the pool water.

13. Suncream/skin products – there should be no issues with use, however would recommend that everyone showers using natural shampoo biodegradable/ prior to entering water. CWR could work with trust to provide and make a suitable product(s) as at Clifton Lido.

14. Relevant legislation – No current legislation for naturally treated pools in UK.

15. Existing schemes – Scarlett Hotel, Cornwall, CWR designed and built by others ½ Cleveland pools size. Belfast Public Pool opening Sept 15 similar size to Cleveland Pools designed for around 150 users per day. Austria, German, Swiss and Belgium (??) campsites, have similar pools

16. General management & operation – pools of less than 1.2m depth do not require lifeguards

Appendix C - Duties and Deliverables

Architectural Services Deliverables/ Plan of Work

This section sets out the overall tasks required for the delivery of the project from the whole consultant team. In all stages the appointed consultants will be expected to work together closely as a team with regular design team meetings, co-ordinated by the Architect.

The design work must ensure evidence of a strong conservation philosophy based on the Cleveland Pools Conservation Plan. The scheme must also demonstrate how it will achieve and where possible, go above and beyond the statutory requirements with regard to social sustainability and accessibility.

Public and stakeholder Consultations will need to be carried out in the pre-application stages [2 and 3], potentially taking the form of one or two exhibitions and a number of targeted meetings and some larger workshops. These will need to involve the conservation plan consultant and possibly others, in continued development and understanding of the needs of potential end user groups, to feed into the full range of plans, to be submitted within the stage II application (including, Business Plan, Activity Plan).

RIBA STAGE 2 (C) – CONCEPT DESIGN

Research information

1. Collate design context and survey information and present at an interim Concept Design Review.
2. Evaluate strategic brief; consider programme, cost, risks and environmental issues.
3. Consider feasibility design studies, site surveys and investigations and appraise constraints.
4. Identify any additional information required.

Provide design information, analysis and advice

5. Facilitate and contribute to the development of the Final Project Brief through direct engagement with the client group and service staff.
6. Review the Conservation Plan recommendations (an updated statement of significance will be produced early on) and an initial structural survey to prepare options and recommendations for the

retention, protection and integration of historic components including advice to the project manager to inform the demolition contracts.

7. Initiate and report on preliminary consultations with statutory bodies and key consultees.
8. Prepare initial design studies incorporating cost reviews, environmental strategies, conservation and structural appraisals.
9. Consider comments on design studies with Client and users
10. Prepare concept design proposals in accordance with the strategic brief and developing Project Brief and provide information for initial cost studies.
11. Prepare and review initial design risk assessments with the Planning Supervisor
12. in consultation with the conservation planning consultant, prepare heritage impact assessment and mitigation strategy

Typical stage 1 Deliverables

13. Project Execution Plan
14. Health and Safety Strategy
15. Preliminary Construction Strategy
16. Preliminary Handover Strategy
17. Preliminary room data sheets (inc critical adjacencies)
18. General arrangement plans
19. Site layout
20. Typical sketch section and elevations
21. Design risk assessment
22. Concept Design development report to include:

- Review of options studies
- Indicative architectural scope of works
- Conservation strategy including preliminary schedule of repair and refurbishment (in consultation with the conservation plan consultant)
- Indicative mechanical & electrical services scope of works
- Indicative structural engineering scope of works
- Indicative transportation and environmental impact scope of works
- Preliminary Sustainability Strategy
- Preliminary Maintenance and operational strategy
- Design implications of preliminary cost review in association with viability check by Business planning consultant

RIBA STAGE 3 (D) – DEVELOPED DESIGN

This Stage will focus on the submission of the Planning Consent application and developing the scheme to the level of detail required for the Round 2 Heritage Lottery Fund bid submission. A 10 year Management & Maintenance Plan, compliant with Heritage Lottery Fund guidance (www.hlf.org.uk/HowToApply/goodpractice/Pages/Management_maintenance_plan_guidance.aspx) will be required at this stage so that this can be embedded within the over-arching business plan for Cleveland Pools. It is expected that the architect lead on this with input required from the Conservation Plan consultant. A procurement strategy will also be required, including brief for the main contractor and any other significant sub-contractors.

Stage Specific Design Team Management Duties

1. In conjunction with the Project Manager coordinate and present detailed proposals and cost plan to a Client Representative Review Panel at a formal **scheme design review**. This must occur at an early enough date to allow for any revisions required to be incorporated into the detailed planning application and prior to formal issue of stage end report to the Project Board. Following presentation an approval of the project board. It should also allow sufficient time for public consultation on the most favoured option(s) to be selected to proceed to planning. All options presented to the public must have first been assessed by the business planning consultant, and found to be financially viable and sustainable.
2. Atstages the architect will be required to supply visual material suitable to assist in the trusts public engagement and fundraising activities. A sum should be included within the tender for production of suitably mounted visual material, plans, elevations, axonometrics etc for a public exhibition and consultation exercise, pre planning to select the most favoured option to take to planning stage. Also of the final planning option, for display and fundraising purposes.

Provide Design Information, Analysis and Advice

3. Contribute to the ongoing development of the Project brief
4. Evaluate concept design proposals, complete and agree user studies to establish compliance with developing brief.

5. Develop detailed design solutions
6. Prepare detailed proposals and outline specification
7. Provide information for elemental cost plan
8. Consult and negotiate as necessary to establish compliance in principle with statutory requirements.
9. Review design co-ordination and development with the Planning Supervisor, carry out design risk assessments.
10. Provide advice as appropriate on selection of tenderers from the Trust's approved list of contractors

Consents

11. In conjunction with the Project Team, make and negotiate full development control, conservation areas and listed building consents with the local authority planners, engineers, surveyors and other relevant departments.
12. Produce, submit and obtain planning permission.

Typical Stage 3 Deliverables

13. Final room data sheets
14. Site plan
15. 1: 100 general arrangement plans
16. Key sections
17. 1:100 elevations
18. Full planning application – submitted and registered
19. Ongoing liaison and provision of information to support planning process
20. 1:200 external works general arrangement
21. Design development report to include:

- Indicative architectural scope of works and outline specification
- Preliminary schedule of repair and refurbishment Indicative mechanical & electrical services scope of works and outline specification
- Indicative structural engineering scope of works and outline specification
- Indicative transportation and environmental impact scope of works
- Report on implications of cost plan on budgets and project delivery
- Building Regulation and other statutory approval compliance status

22. Updated design risk assessments

23. Updated Sustainability Strategy

24. Updated Maintenance and Operational Strategy

25. Support and information for the preparation of HLF stage 2 bid.

At the end of RIBA Stage 3 and the submission of the Round 2 HLF application there will be a break clause as all subsequent Stages through to completion are subject to HLF deliver funding being secured.

At the end of RIBA Stage 3 if the Round 2 HLF application is successful there will be the option to Novate the Architect.

RIBA STAGE 4 – DETAILED DESIGN, PRODUCTION & TENDER INFORMATION (E, F & G)

Stage specific Design Team management duties

1. Produce of all detailed design deliverables to programme for tender pricing information (typically SMM7 bills of quantities)
2. Coordinate, assemble and take responsibility for the production and assembly of the tender/contract documents in their entirety. To include the selection of the Contract and insertion of all Contract particulars and project specific contract terms.
3. Confirm in writing to the Project Manager that as Lead Consultant you have fully co-ordinated the project design with the whole design team, so that all aspects of the design are coherently integrated.
4. Ensure all required tender documents are delivered to the Clients Contract Administrator in one complete coherent package and in the format, and to the timescale required, to allow the project to be tendered.
5. Comply fully with the Trust's Contract Administration

Provide design information, analysis and advice

6. Complete final layouts.
7. Receive and incorporate design information from Design Team and consultees
8. Consult statutory authorities on developed design proposals
9. Agree positions for main service runs and, ceiling layouts, and major builders' work for services installations i.e. water storage tanks, air handling units.
10. Provide information for cost checks
11. Review design co-ordination and development with as the Principle Designer review and update design risk assessments, and provide final information for pre-tender health and safety plan
12. Prepare, including receiving and integrating information from Design Team and specialists, co-ordinated production information.

13. Issue design deliverables for preparation of tender pricing document and pre-tender estimate
14. Advise on contract conditions, to include preliminaries, contingencies, access, working and storage areas, work sequence and phasing.
15. Provide design deliverables to be included with tender documents
16. Assist with the appraisal of tenders and any negotiations with tenderer(s) authorised by the Project Manager
17. Contribute to the tender report
18. Contribute to the preparation and assembly of the main contract documents
19. Attend and contribute to pre-contract meeting
20. Brief Clerk of Works and provide all information necessary to undertake site inspection duties.
21. Record of responses to tenderers queries
22. Technical evaluation of tenders for incorporation into tender report.
23. Two sets of Tender drawings and specification for contract

Consents

24. In conjunction with the Project Team, submit, negotiate and obtain Building Regulation approval and all other statutory approvals.

Typical Stage 4 Deliverables

25. All documents to allow project to be tendered. To be delivered as complete packages to the Trust's Contract Administrator in hard copy – one copy per tenderer and two additional copies.
26. Project specific NBS Specification that clearly identifies the work to be carried out and takes into account Trust's standard specification for building works.
27. Where there is no Bill of Quantities or similar pricing document produced by the Quantity Surveyor, the Lead Consultant is to produce a schedule of works allowing the contractor to clearly identify and price the order of works to be carried out
28. Finalised site plan

29. Contractors access, storage and working area plan (inc phasing arrangements)
30. Access philosophy
31. Draft Construction Traffic Management Plan, including dialogue with Planning Officer as required
32. Phasing and decant plan
33. Finalised general arrangement plans (1:50)
34. Finalised sections (1:100 and 1:50) to include major contextual section from Hampton row road through the site to river and Kingston Meadows river bank including indication of trees and approximate canopy
35. Finalised Elevations (1:100) including looking towards the site from adjacent river bank
36. Co-ordinated setting out plans
37. Co-ordinated / dimensioned floor plans/ pool floor plans
38. Co-ordinated / dimensioned reflected ceiling plans/ internal wall elevations to pools
39. External door and window schedules
40. Internal doors and screens schedules
41. Fixtures and fittings plans (1:50)
42. Room elevations as appropriate.
43. Construction details to appropriate scale
44. Statutory compliance certificates (Planning, Building Control etc.)
45. Updated design risk assessments and other key strategies.
46. What about landscape design hard and soft?
47. Suggest we need list of plans required for presentation and public engagement options appraisals at earlier stage.

RIBA STAGE 5 & 6 – CONSTRUCTION, COMMISSIONING & HANDOVER (J & K)

Contract Administration duties

1. Administer the terms of the Building Contract
 - Issue information
 - Issue instructions required within delegated limits
 - Issue interim certificates
 - Inspect and advise on the compliance of off-site goods and materials within the terms of the Building Contract
 - In consultation with the Quantity Surveyor consider claims received and liability for loss and expense
 - Issue certificate(s) of practical completion
 - Issue notice of non-completion to enable the Client to claim liquidated damages where appropriate
2. Make regular visits to the Site, at least once fortnightly, or more frequently should the need arise, to inspect the progress and quality of the work being executed by the Contractor. Assist in the resolution of any queries received.
3. Receive reports from Contractor, Design Team and Clerk of Works, comment and take action as appropriate.
4. Prepare Contract Administrators monthly report.
5. Arrange, chair and minute contract progress meetings and present Contract Administrators report; and attend all other appropriate meetings as requested by the Project Manager.
6. Take responsibility for leading the process of identifying and resolving defects, including liaison with the Clerk of Works. Receive snagging list from the Clerk of Works and ensure all defects are resolved, agreeing any outstanding de minimis items with the main contractor before the issue of practical completion certificate(s).

7. Attend hand over meeting with Trust's Representative and agree defects reporting procedure

Provide Design Information, Analysis and Advice

8. Respond to requests for additional information from main contractor, sub-contractors and specialist suppliers and contractors.
9. Provide as built drawings and update specification for incorporation into Health and Safety file
10. Assist Project Manager with completion of asset management form AMS 2.

Typical stage 5 & 6 Deliverables

11. Contract Administrators monthly report.
12. Inspection reports
13. Contract Administrators Instructions
14. Contractual certificates and notifications
15. Response to reasonable requests for additional information
16. Input into completion of AMS 2 forms

RIBA STAGE 7 – DEFECTS LIABILITY & PROJECT CLOSURE

Contract Administration duties

1. Receive defect reports, determine necessary action and instruct Contractor
2. Review decisions affecting the completion date within the period prescribed in the Building Contract
3. Issue interim certificates as necessary
4. Co-ordinate pre-final inspections, collate and issue schedule of defects including incomplete work and liaise with Client and Contractor to agree programme
5. On receipt of Contractors confirmation that all work is complete arrange and make final inspection.

6. Issue certificate(s) of making good defects

Design Team management duties

7. Attend and contribute to the Post Project Review

Typical Stage 7 Deliverables

8. Input into Post Project Review
9. As built drawings
10. Certificate of making good defects.

Undertake 'In Use' services in accordance with Schedule of Services.

Conclude activities listed in the handover strategy including: post occupancy evaluation, review of project performance, project outcomes and research and development aspects.

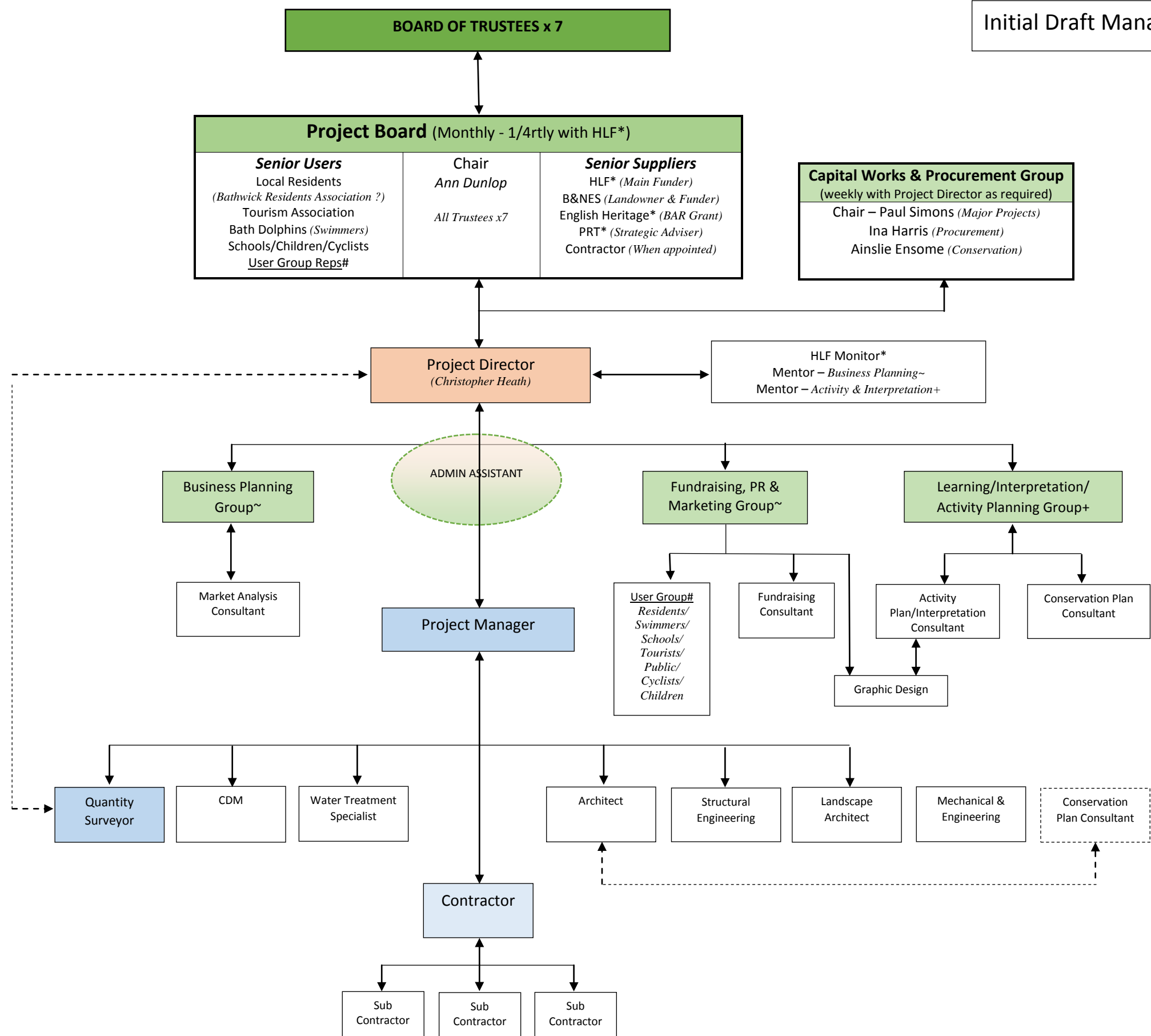
Update 'As Constructed' and project information as required in response to ongoing client feedback and maintenance or operational developments.

Appendix D - Project Programme

Cleveland Pools Trust Programme																												
ID	Task Name	Duration	Start	Finish	June 8/04/15	June 09/04/15	June 10/04/15	June 11/04/15	June 12/04/15	June 13/04/15	June 14/04/15	June 15/04/15	June 16/04/15	June 17/04/15	June 18/04/15	June 19/04/15	June 20/04/15	June 21/04/15	June 22/04/15	June 23/04/15	June 24/04/15	June 25/04/15	June 26/04/15	June 27/04/15	June 28/04/15	June 29/04/15	June 30/04/15	June 01/05/15
1	Stage 1 - Preparation	76 days	Thu 28/06/15	Thu 10/09/15																								
2	Finalise Procurement Strategy	7 days	Thu 28/06/15	Fri 05/06/15																								
3	Finalise Vision for the Project	7 days	Thu 28/06/15	Fri 05/06/15																								
4	Meeting with HLF Project Monitor	1 day	Thu 04/06/15	Thu 04/06/15																								
5	Project Board Meeting	1 day	Mon 08/06/15	Mon 08/06/15																								
6	Consultant Procurement	73 days	Tue 02/06/15	Thu 10/09/15																								
7	Procure Pools Specialist	23 days	Thu 18/06/15	Mon 20/07/15																								
13	Conservation Plan	43 days	Tue 02/06/15	Thu 30/07/15																								
20	Activity Plan	43 days	Tue 02/06/15	Thu 30/07/15																								
27	Business Plan	43 days	Tue 02/06/15	Thu 30/07/15																								
34	Procure Architect	48 days	Tue 02/06/15	Thu 06/08/15																								
35	Prepare Tender Documents	4 wks	Tue 02/06/15	Mon 29/06/15																								
36	Tender Period	3 wks	Tue 30/06/15	Mon 20/07/15																								
37	Assessment Period	1 wk	Tue 21/07/15	Mon 27/07/15																								
38	Interview	1 day	Wed 29/07/15	Wed 29/07/15																								
39	Notify successful and unsuccessful applicants	1 day	Thu 30/07/15	Thu 30/07/15																								
40	Appoint Architect	5 days	Fri 31/07/15	Thu 06/08/15																								
41	Procure Ecologist and Flood Modelling	43 days	Tue 02/06/15	Thu 30/07/15																								
48	Procure Mechanical and Electrical Engineer	31 days	Tue 23/06/15	Tue 04/08/15																								
49	Prepare Tender Documents	1 wk	Tue 23/06/15	Mon 29/06/15																								
50	Tender Period	3 wks	Tue 30/06/15	Mon 20/07/15																								
51	Assessment Period	1 wk	Tue 21/07/15	Mon 27/07/15																								
52	Interview	1 day	Mon 27/07/15	Mon 27/07/15																								
53	Notify successful and unsuccessful applicants	1 day	Tue 28/07/15	Tue 28/07/15																								
54	Appoint M&E Consultant	1 wk	Wed 29/07/15	Tue 04/08/15																								
55	Procure Quantity Surveyor	31 days	Tue 23/06/15	Tue 04/08/15																								
56	Prepare Tender Documents	1 wk	Tue 23/06/15	Mon 29/06/15																								
57	Tender Period	3 wks	Tue 30/06/15	Mon 20/07/15																								
58	Assessment Period	1 wk	Tue 21/07/15	Mon 27/07/15																								
59	Interview	1 day	Mon 27/07/15	Mon 27/07/15																								
60	Notify successful and unsuccessful applicants	1 day	Tue 28/07/15	Tue 28/07/15																								
61	Appoint Quantity Surveyor	1 wk	Wed 29/07/15	Tue 04/08/15																								
62	Prepare Natural Filter Feasibility Study	4 wks	Fri 07/08/15	Thu 03/09/15																								
63	Review Project Feasibility	1 wk	Fri 04/09/15	Thu 10/09/15																								
64	Stage 2 - Design, Tender and Contract	267 days	Fri 11/09/15	Mon 19/09/16																								
65	Prepare Conservation Plan	6 wks	Fri 11/09/15	Thu 22/10/15																								
66	Prepare Activity Plan	6 wks	Fri 11/09/15	Thu 22/10/15																								
67	Carry out Ecological Survey and Flood Assessment	6 wks	Fri 11/09/15	Thu 22/10/15																								
68	Prepare Business Plan	6 wks	Fri 11/09/15	Thu 22/10/15																								
69	Concept Design	55 days	Fri 11/09/15	Thu 26/11/15																								
70	Architect Review Brief	2 wks	Fri 11/09/15	Thu 24/09/15																								

			Cleveland Pools Trust Programme																																			
ID	Task Name	Duration	Start	Finish	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September						
71	Initial Concept Design	4 wks	Fri 25/09/15	Thu 22/10/15	8/09/15	09/09/15	08/09/15	07/09/15	06/09/15	05/09/15	04/09/15	03/09/15	02/09/15	01/09/15	31/08/15	30/08/15	29/08/15	28/08/15	27/08/15	26/08/15	25/08/15	24/08/15	23/08/15	22/08/15	21/08/15	20/08/15	19/08/15	18/08/15	17/08/15	16/08/15	15/08/15	14/08/15						
72	Final Concept Design (M&E, Conservation, Ecologist, Business)	3 wks	Fri 23/10/15	Thu 12/11/15																																		
73	OS Concept Design Costs	1 wk	Fri 13/11/15	Thu 19/11/15																																		
74	Client Review and Sign Off	1 wk	Fri 20/11/15	Thu 26/11/15																																		
75	Outline Design	40 days	Fri 27/11/15	Thu 21/01/16																																		
76	Prepare Outline Design	6 wks	Fri 27/11/15	Thu 07/01/16																																		
77	Outline Design Costs	1 wk	Fri 08/01/16	Thu 14/01/16																																		
78	Review Outline Design with Stakeholders	1 wk	Fri 15/01/16	Thu 21/01/16																																		
79	End Design Stage	10 days	Fri 22/01/16	Thu 04/02/16																																		
80	Prepare End Stage Report	1 wk	Fri 22/01/16	Thu 28/01/16																																		
81	Project Board Approval	1 wk	Fri 29/01/16	Thu 04/02/16																																		
82	2 Stage Design and Build Contractor Procurement	76 days	Fri 05/02/16	Fri 20/05/16																																		
83	Prepare Tender Documents	3 wks	Fri 05/02/16	Thu 25/02/16																																		
84	Issue Stage 1 Contractor ITT	6 wks	Fri 26/02/16	Thu 07/04/16																																		
85	Assess Tender Returns	3 wks	Fri 08/04/16	Thu 28/04/16																																		
86	Stage 1 Contractor Interviews	1 wk	Fri 29/04/16	Thu 05/05/16																																		
87	Notify successful and unsuccessful applicants	1 day	Fri 06/05/16	Fri 06/05/16																																		
88	Appoint Contractor	2 wks	Mon 09/05/16	Fri 20/05/16																																		
89	Contractor Stage 1 - Design	85 days	Mon 09/05/16	Fri 02/09/16																																		
90	Review Outline Design	1 wk	Mon 09/05/16	Fri 13/05/16																																		
91	Prepare Detailed design	12 wks	Mon 16/05/16	Fri 05/08/16																																		
92	Carbon Footprint Analysis by Architect	1 wk	Mon 01/08/16	Fri 05/08/16																																		
93	Prepare cost plan and cash flow. Agree price with contractor.	4 wks	Mon 08/08/16	Fri 02/09/16																																		
94	Prepare Round 2 HLF bid	4 wks	Mon 22/08/16	Fri 16/09/16																																		
95	Submit Detailed Design to HLF	1 day	Mon 19/09/16	Mon 19/09/16																																		
96	HLF Stage 2 Grant Decision Period	43 days	Fri 14/10/16	Tue 13/12/16																																		
98	Stage 4 - Delivery	182 days	Wed 14/12/16	Thu 24/08/17																																		

Appendix E - Project Organogram



Funds Available for:

- Water Hygiene Research £8,916
- Flood Risk Assessment £8,916
- Green Travel Plan £8,916
- Access £8,916
- Conservation Management Plan £18,000
- Interpretation Advice £15,000
- Activity Plan £12,000
- Accountancy Advice £5,000
- Community & Public Engagement £5,000
- Fundraising Advice £5,000
- Disability Access Assessment £2,000
- Catering Advice £2,000
- Trustees Governance costs £2,000
- Specialist VAT advice £1,300
- Insurances £5,000
- Pilot Activities £24,000
- Contingency £42,000

Appendix F - Contract Data

APPENDIX E

CONTRACT DATA

CONDITIONS

- 1.1 Commencement Date:
- 1.2 The Project Manager: The person duly appointed to be the Trust's Representative for each particular commission.

BASIS OF FEE

So long as the Consultant shall continue to provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Trust, the Trust shall make to the Consultant the payments provided for in the Contract on the basis of the agreed percentage fees and hourly rates included in the following tables A and B. All prices shall be stated in pounds sterling and exclusive of VAT.

Table A – Hourly Rates

Description	Rate
Director/Partner	
Principle Services Engineer	
Services Engineer	
Technician	

Basis of Payment

Project Stage (End of)	Payment Method	% of total fee
Stage 1 - Preparation	% Fee	
Stage 2 – Concept Design	% Fee	
HFL Round 2 Bid		
Stage 3 – Develop Design	% Fee	

Stage 4 – Technical Design	% Fee	
Stage 5 – Specialist Design	% Fee	
Stage 6 - Construction	% Fee	

EXPENSES AND DISBURSEMENTS

All expenses whatsoever shall be deemed to be included within the Consultant's submitted bid based on percentage fees and time charges, together with any relevant percentage adjustments thereto, except and to the extent stated in the Contract Conditions.

DESIGN ELEMENT SUM

The Design Element Sum for fee calculation purposes will be the agreed cost of the consultant's design element as defined within the final account and certified by the Consultant, subject to agreement by the Trust's Representative, of the value of all work executed under the Consultant's direction (regardless of professional discipline), This is defined as:-

1. The cost of all works **designed or arranged** by the Consultant and included in the Consultant's commission, irrespective of whether such work is then carried out under separate contracts. The Consultant will be informed by the Trust's Representative of the cost of any such separate contracts.
2. The cost of built-in furniture or equipment where the Consultant has undertaken a design and co-ordinating role, but excludes the cost of loose furniture and equipment.
3. The cost shall not include the value of any works or variations necessary or claims payable due to the direct fault or failings of the Consultant, or works that have been carried out not in accordance with the agreed brief or subsequent instructions from the Trust's Representative.

4. The cost shall not include administrative costs incurred by the Trust's Representative, interest on capital or the cost of raising monies or the cost of land or wayleaves, etc.
5. The cost shall not include the value of professional fees or direct contracts not arranged by the consultant.
6. Interim fees (to be paid before the Design Element Final Account Sum is known) will be paid against the design element estimated tender cost (pre contract) or actual design element tender cost (post contract) and corrected when the Final Account is agreed.

TIME CHARGES

The Consultant shall not carry out any works that require payment on a time charge basis without the prior written approval of the Trust's Representative.

An estimate of the likely time charge cost shall be given by the Consultant to the Trust's Project Manager for approval, and shall not be exceeded without further written approval from the Trust's Representative.

Where work is ordered that is reimbursable on a time charge basis, the following rules shall apply:-

- The Trust's Representative must request this service in writing.
- The Consultant shall on a monthly basis provide staff time sheets to the Trust's Representative for authorisation.
- Staff costs will be valued at the rates entered in the Schedule of Rates or rates equivalent thereto.
- The costs of staff in higher or lower grades than those listed will be deemed included as an overhead to the rates contained in the schedule.
- Travel costs are to be including within tender price.

- Time spent on supervisory duties shall be deemed to be included in the time charge rates quoted.

Consultants shall maintain records of time spent on the Service performed on a time charge basis, and such records shall be made available to the Trust's Representative in accordance with the Conditions of Contract and the Specifications.

Time charge rates shall include for all expenses and disbursements as described above.

All costs by way of Time Charges will be paid for the actual time spent by the Consultant in undertaking the Commissions. The charges shall be calculated by multiplication of the specified Time Charge and the hours spent.

Where the Trust's Representative requires the Consultant to carry out other unspecified services, reimbursement will be made at the appropriate Hourly Rates in clause 1 Table A of Fee Schedule. Before commencement of any such work outside the scope of the tender price agreed. The consultants must notify the Project Director...with an estimate of time and additional cost must be agreed prior to such new work starting.

REPETITION

Where in the opinion of the Trust's Representative a degree of repetition is evident within a project or between successive projects, then a reduction in the amount of fees to be paid to the Consultant shall be agreed between the Trust's Representative and the Consultant.

The Trust will expect any time charge or percentage fee for option appraisals/feasibility studies to reflect similar previous schemes carried out by the Consultant as directed by the Trust's Representative.

FEES FOR COST REDUCTION

When a tender for construction works or any relevant part thereof, e.g. the engineering services' installations, is in excess of the Pre-Tender Project Sum, the cost of effecting reductions and negotiating a revised tender with the works Contractor which meets the approval of the Trust's Representative shall be deemed to be included in each Consultant's fees for basic duties. The post tender fees for basic services shall be based on the amount of the original tender figure.

Where a budget is reduced by the Trust and this requires a tender to be reduced or re-tendered, the cost of carrying out such action by the Consultant shall be paid as a time charge or lump sum basis as directed by the Trust's Representative. The fee for pre-contractual work will be calculated on the amount of the original unreduced lowest bona fide tender.

In the event that tenders for works contracts are received but none are accepted, the cost of the construction works shall be based, in each case, upon the lower of the following:-

- the Pre-Tender Project Sum
- the most recent budget costs for the construction work **approved** by the Trust's Representative.

CANCELLED PROJECTS

Where a project is cancelled by the Trust's Representative prior to tender acceptance, the Consultant shall be paid for the basic services carried out as follows:-

1. In the event that tenders have been received, the interim fees due will be based on the lowest bona fide tender or the most recent budget costs for the works, as **approved** by the Trust's Representative, whichever is the lower.

2. Where the project is cancelled prior to receipt of tenders, the fees due for any completed work stage shall be based on the lower of the Pre-Tender Project Sum or the most recent budget cost for the works, as **approved** by the Trust's Representative, plus a time charge for the part completed stage, unless this time charge exceeds the fees due for completing the stage when the lower amount shall be paid.

Allowable Disbursements

The Fees and Time Charges specified in the Pricing Schedule of these Conditions shall be exclusive of VAT and of the costs below, which shall be treated as disbursements, **but shall not be incurred without the prior written consent of the Employer:**

- Planning Application fees
- Building Regulation fees
- Statutory Undertakers' Costs
- Special/Site Investigations
- Advertisements required by the provisions of Standing Orders on specific commissions and in order to satisfy EU competitive tendering regulations

All travel costs are to be included in the tender price

Copyright – The Trust will own all work and drawings completed within the commission and has the right to publish and use it in any way in future