

MBP-6118: MEMORANDUM OF AGREEMENT FOR DESIGN SERVICES
ACE Conditions of Engagement - Agreement 1 (2009 Edition 2nd Revision)



A The Parties

The Client: ¹	Merchant Land Investments 66 Leman Street London E1 8EU	T 020 7552 8743 F E
The Consultant:	Michael Barclay Partnership LLP 105-109 Strand London WC2R 0AA	T 020 7240 1191 F 020 7240 2241 E london@mbp-uk.com

B: Particulars of Agreement

Project Title:	61-65 Charlotte Street	
Project Description:	Remodelling and extension to convert former residential and commercial to extensive and residential and commercial occupancy	
Reference Documents (including Client Brief, Programme etc)	Harper Downie Planning Drawings Series 696, November 14	
Agreed/Assumed procurement method:	Competitive tender based on full design.	
Estimated cost of the Project:	£3m	

B2 The Services - Normal Services are set out in Part G(a) of the published Agreement. The following is a summary of these for guidance only. Omitted Stages or services are struck through.

Stage		Description
G2.1	Appraisal	Seek brief; clarify role and relationship to others; discuss requirements for site staff.
G2.2	Strategic briefing	Seek information and strategic brief from the Client; outline the limitations of the site; prepare a desk study; collaborate with other consultants in seeking information.
G2.3	Outline proposals RIBA Stage C	Visit site and study data relating to the site; advise on the need for geotechnical investigations and arrange as agent for such investigations to be undertaken; consider alternative outline solutions; develop the brief. Provide information to assist preparation of outline cost plan.
G2.4	Detailed proposals RIBA Stage D	Agree programme for the design and construction. Develop the design in conjunction with the Lead Consultant and others. Prepare sketches, drawings, specifications etc. to enable the preparation of the Cost Plan; collaborate with others to present detailed proposal to Client.
G2.5	Final proposals RIBA Stage E	Develop the design in collaboration with others; prepare calculations, drawings, schedules and specifications to enable the preparation of the final proposals. Integrate requirements of specialists; collaborate in preparation of final proposals for presentation to Client. Assist in the coordination of the design.
G2.6	Production information RIBA Stage F	Develop design and prepare documents for tender. Prepare documents for submission to statutory authorities. Prepare drawings and schedules to enable the Contractor to carry out the Works but excluding Coordination Drawings, drawings and designs for temporary works, formwork and shop fabrication details. Provide Contractor with sufficient information to prepare reinforcement details. Advise the Client on the need for any special conditions of contract.
G2.7	Tender action RIBA Stage G-J	Advise the Client on the tender list; assist in the assembly of the Tender Documentation; advise the client on the relative merits of the tenders relating to the Works.
G2.8	Construction RIBA Stage K-L	Advise the Lead Consultant on the finalization of contract documents relating to the Works. Examine detailed designs, shop drawings, standard details etc. submitted by Contractors, in respect of general dimensions, structural adequacy of members and connections and compliance with performance criteria. Advise the Client on the need for special inspections or tests and the appointment and duties of site staff. Attend meetings and make periodic visits to assist the Lead Consultant monitor that the Works are being executed generally in accordance with the contract and good engineering practice. Inspect the Works and record defects. Advise the Client in connection with any claim.
G3	Additional Services by the Consultant	To be agreed – not included in quoted fees
G4	Additional Services by Others	To be agreed – to be obtained by separate appointment unless agreed otherwise

¹ Name and Address of person or company responsible for payment of fees

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B3 Parts of the Project – those parts or elements not included are struck through

Earthworks and excavation
Foundations including forms of piling but not the design of proprietary piling
Earth and water retaining structures
On-site below-ground drainage
Paving and surfacing to roads, car parks and footpaths excluding layout and elevations.
Demolition of structures
Structures in in-situ or pre-cast concrete employing unreinforced, reinforced or prestressed techniques
Structures in masonry, brickwork or blockwork, unreinforced or reinforced
Structures in metalwork, ferrous or non-ferrous
Structures in timber or reinforced plastics

B4 Intended date for completion: Offices: Q1-2017 Residential: Q3-2017

B6 Other Consultants

Architect (Lead Consultant):	Studio Downie LLP
Quantity Surveyor:	
Building Services Engineer:	TPS
Planning Supervisor:	Quad
Party Wall Surveyor:	Grantchester

B7 Consultant's Principal Representative: Malcolm Brady

B10 Client's Principal Representative:² Seamus Porter

B12 to B15 Limitations of Liability

Limit of Liability of Consultant for any one occurrence	£5 million
Limit of Liability for Pollution (in aggregate)	Excluded
Period of liability after date of substantial completion of the Project.	6 years
Professional Indemnity Insurance to be maintained by Consultant (per occurrence)	£5 million
Period for maintenance of Professional Indemnity Insurance after substantial completion of the Project.	6 years
Annual Aggregate Limit of cover for pollution and contamination within PI Insurance	Excluded
Amount of Public Liability Insurance to be carried by Consultant	£5 million
Warranties to be provided to third parties:	None

B16 Number of site visits assumed 1 per fortnight during programmed period for structural works


E: Fees (refer to letter of offer) 1.65% of Contract Value - Fee Offer dated September 9th 2015 from Malcolm Brady to Seamus Porter

Time charges	Valid from 1 Apr 2015 to 31 Mar 2016	
	applicable to time basis appointments and all additional services unless otherwise agreed	
	Principal	£135 per hour
	Associate	£105 per hour
	Engineer	£60-85 per hour based on grade
	Other technical staff	£60- 80 per hour based on grade

Expenses charged at cost (without trade discounts)

Invoicing:	Monthly as scheduled or in proportion to completion of Normal and Additional services.
Interest on overdue accounts	5% above base rate of National Westminster Bank compounded monthly.

F: Terms of Contract: Except as expressly varied in writing to be in accordance with Part F of ACE Agreement 1: Design 2009 Edition, Second Revision

Signed


 For Client
 MERCHANT LAND Ltd.

Date:


 For Michael Barclay Partnership LLP

² Individual or Firm authorised to give instructions on behalf of the Client