



EVESHAM TOWN COUNCIL



TOWN COUNCIL meeting 10th OCTOBER 2022 at 6.30 p.m. in the Council Chamber at the Town Hall

Item 9 – Condition survey on the cemetery chapels

At the Town Council meeting on the 11th July, it was requested an inspection of the Cemetery Chapels be investigated, following a report from the Vale of Evesham Civic Society.

Two quotations have been received and are attached as follows:

Arnold Bartosch Ltd (“Company A”) has quoted £1,100 plus expenses to carry out the condition survey. The details of the expenses is attached.

Nick Joyce Architects Ltd (“Company B”) has quoted for various services which are detailed in the quotation and explained in the letter.

The Council is asked if it wishes to accept any of the submitted quotations.

Jo Adams
Town Clerk

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Abbey Lane Court
Evesham, WR11 4BY

01386 565700

townclerk@eveshamtowncouncil.gov.uk

CLIENT COPY

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Jo Adams
Town Clerk
Evesham Town Council
Unit 6
Abbey Lane Court
Abbey Lane
Evesham
Worcestershire
WR11 4BY

APB/JP0109

1st September 2022

Dear Jo

Re: Chapels at Evesham Cemetery

Thank you for your invitation to look over your home and to prepare a condition survey of the two chapels at Evesham Cemetery.

Please find enclosed the following:

- 1) Fee proposal (FP0109)
- 2) Terms and Conditions

It was clear during our walk round on 24th September that the building is undergoing some structural movement and I would advise a separate structural condition report is prepared. I have asked Clive Haywood at F W Haywood to provide a quote for this work which is itemised in the fee proposal. I have also included a quote for a quantity surveyor's estimate for the works, also separately itemised.

I trust that I have interpreted your requirements correctly and that the enclosed proposal is clear and acceptable to you. Please do contact me if there are any points, which remain unclear, or if any matters have subsequently occurred to you.

Should you wish us to go ahead with the work, I would be grateful if you could sign the Agreement clause below, return this letter to me and retain the client copy letter, following receipt of which we will programme this work into our existing schedule. Can you please note that we are currently busy with existing commitments but should be able to commence work in about 6 weeks from an instruction.

DIRECTORS

Alan Simcox: Dip Arch (Leics), AABC
Andrea Burton: BA(Hons), PG Dip Arch

ASSOCIATE DIRECTOR

John Middleton: BA(Hons), Dip Arch, RIBA, AABC

PRACTICE CONSULTANT

Nick Joyce: BA, Dip Arch, AA Dip Cons, AABC

Company No 9524906

Registered in England and Wales

Cont'd/.....

nickjoycearchitectsltd
architects and historic building consultants

Please would you also fill out and return the client information form.

I look forward to hearing from you soon.

Yours sincerely

Andrea Burton

For Nick Joyce Architects Ltd

Enc: Fee Proposal (FP0109)
Terms and Conditions of Appointment April 2022
Client Information Form

.....
Agreement 01/09/2022 Chapels at Evesham Cemetery JP0109

Evesham Town Council wishes to appoint Nick Joyce Architects Ltd for the project referred to above and accepts the conditions of engagement and other terms of appointment as set out in the Terms and Conditions dated April 2022.

Signed..... (Client)..... (Date)

fee proposal chapels at evesham cemetery (fp0109)

client brief

Prepare a building condition survey, with costs.

architect's services

1. Survey

Survey of existing building and preparation of as-existing drawings

Make a measured survey of the Chapels and connecting timber structure and prepare to scale as existing drawings to show relevant plans and elevations to a scale not less than 1:100.

2. Building condition survey

Carry out a building condition survey and prepare a written report to describe fabric repairs and regular routine maintenance.

3. Structural Condition Survey

Carry out a full survey of both chapels, internally and externally and also the connecting timber structure and produce a report recording the structural condition and identifying any issues and provide recommendations for repairs and/or further investigations.

This will be provided out by F W Haywood.

4. Estimate of works

Provide costs for the works of repair identified in (2) and (3).

This will be prepared by Gwillam Darby Carr.

fees

The above services will be charged for the following fixed fees:

1. Survey	£1,395.00
2. Building condition survey	£1,700.00
3. Structural Condition Survey	£2,261.00
4. Estimate of works	£550.00
5. Meetings with client	architect's hourly rate

Charges, Expenses and VAT

Out of pocket expenses, any local authority charges and VAT will be chargeable in addition to the above.

Details of time charges, rates for expenses and other normal terms and conditions of our appointment are set out in the attached Terms and Conditions of Appointment (April 2022).

Accounts for our fees and expenses will be submitted monthly and should be paid within 21 days.

exclusions

No allowance is made for inspection of mechanical/electrical services or below ground drainage.

The condition reports will be made from a visual inspection from the ground level and will not include an assessment of inaccessible areas (eg roof structure).

PERIOD FOR ACCEPTANCE

Fee proposals are open for acceptance for a period of eight weeks from the date of the offer.

terms and conditions of appointment cont'd

EXTRA WORK AND EXPENSES

Where the architect is involved in extra work and expense for reasons beyond the architect's control, additional fees will be due. Any of the following is likely to involve the architect in extra work and expense:

- The need to revise reports, drawings, specifications or other documents due to changes in interpretation or enactment or revisions of laws, statutory or other regulations.
- Changes in the client's instructions, or delay by the client in providing information.
- Delays in the building contract operations; delays resulting from defects or deficiencies in the work of the contractor, sub-contractors or suppliers; default, bankruptcy or liquidation of the contractor, sub-contractors or suppliers.
- Discharging of Conditions attached to the Planning Permission and Listed Building Consent.
- Any other cause beyond the architect's control.

BUILDING WORKS CARRIED OUT BASED ON ARCHITECT'S DRAWINGS AND SPECIFICATION BUT WITHOUT THE ARCHITECT'S ADMINISTRATION OF THE CONTRACT

We strongly recommend that you appoint an architect to oversee the construction works. Our role is to administer a building contract between you and the contractor, which includes site inspections to inspect progress and workmanship and to ensure the contractor adheres to the production information specified by us.

Should you decide to carry out the construction stage without the involvement of the architect it will be the responsibility of you or your representative to ensure that the work is carried out exactly in accordance with the drawings and specification and that the quality of workmanship is acceptable.

You should be aware however that as work progresses it is often the case that details have to be changed as a result of such things as unanticipated site conditions, availability of materials, cost savings, changes of mind etc. and we will take no responsibility for any variance from the information we have provided if we are not involved with the on site work.

INDEMNITY INSURANCE

We confirm that we maintain professional indemnity insurance cover of £1,000,000 in respect of any one occurrence or series of occurrences arising out of one event. This will be the maximum limit of our liability to you arising out of this Agreement. Any such liability will expire after 6 years from conclusion of our appointment.

Our liability for loss or damage will be limited to the amount that it is reasonable for us to pay in relation to the contractual responsibilities of other consultants, contractors and specialists appointed by you.

DIFFERENCES ARISING

In the unlikely event of a dispute or difference arising under this Agreement, without prejudice to any right of adjudication, we hope to be able to settle the matter without recourse to dispute resolution procedures. If that is not possible, however, either of us can refer the matter to the RIBA Consumer Contract Adjudication Scheme.

We also confirm that, without prejudice to that right of adjudication, a dispute or difference can be referred to legal proceedings.

USE OF ARCHITECT'S DRAWINGS AND OTHER DOCUMENTS

On condition that all fees have been paid you have a licence to copy and use and allow other persons providing services to the project to copy and use drawings, documents and all other such work produced by or on behalf of the Architect in performing the Service. DIGITAL CAD files remain the property of the architect and will not be issued other than in PDF format.

terms and conditions of appointment cont'd

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