

1. Defining Small Works

Small works are projects up to £200,000 construction cost. They are called small works because a simpler form of contract is often used to administer the building operation. Despite the name, these are significant sums of money. All budgets must be managed carefully.

2. Building Operations

What do I need in order to build?

- an intention to build, a desire
- a design
- a pair of hands to build it
- the money to pay for it

Cost, time, and quality. These three issues at some stage in the building process will conflict. It is worth setting out your priorities at the start of a project. We sometimes ask clients to allocate points to each - as a way of focussing on their relative priorities. Mark each out of ten, with a maximum score of 21.

Keys to a successful project:

- plan ahead
- describe clearly and carefully what you want
- choose a construction team capable of giving you what you want
- work with the construction team to deliver a successful project
- expect problems and put in place a method of dealing with them.
- pay promptly

3. What are the stages of a building project?

- A focused desire to build.
- An initial brief: write down what you want. Select architect.
- Get information about the building or site
- Initial designs leading to scheme design
- Planning permission
- Detailed design and production information
- Building Regulations approval
- Select contractor, pre-contract meeting, sign contract.

- Operations on site
- Completion
- Defects inspection and final certificate.

Remember that building decisions should be taken in the light of an expert appreciation of the actual circumstances. Each building operation is unique. Don't rely solely on the information contained in these pages in order to make your building decisions. And please remember we are practising architects - not lawyers!

6. Architects appointment

This is an indicative small works architects appointment based closely on the RIBA Architects Appointment - small works 1990 edition. It is intended for the benefit of both client and architect, and consists of four related parts:

1. Architects' Services
2. Other Services
3. Conditions of Appointment
4. Recommended Fees and Expenses

There are other forms of architects appointment, for example RIBA SFA/99, which MBA normally use. This is similar in the essential elements, but Small Works 1990 is the simplest and clearest.

It is intended for use where the scope of the works and the architect's services are such that extensive consultants' services are not required and where the total construction cost will not normally exceed £200,000. For more complex projects a fuller Architects Appointment should be used.

Architects provide a variety of services to meet the individual requirements of their clients. Client and architect should at the outset discuss the client's requirements, the services to be provided, responsibilities and fees. These should be stated in the Schedule of Services and Fees and referred to in the Memorandum of Agreement. Alternatively, they should be stated in a letter of appointment.

7. Architects' Services

PART 1 - ARCHITECTS SERVICES

This part describes Preliminary and Basic Services which an architect will normally provide. These services progress through work stages based on RIBA Plan of Work (RIBA Publications Ltd

PRELIMINARY SERVICES:

Work Stages A and B : Inception and feasibility

- Discuss the client's requirements; assess these and give general advice on how to proceed.
- Advise on any need for specialist contractors, subcontractors or suppliers.
- Carry out such preparatory work as may be necessary to determine the feasibility of the client's requirements.

Preliminary Services are normally charged on a time basis.

BASIC SERVICES:

Work stages C and D : Outline proposal and scheme design

- Prepare outline proposal and develop a scheme design; prepare a cost estimate; where applicable give an indication of possible start and completion dates for the building contract.
- Make where required application for planning permission. (NB The permission itself is beyond the architect's control and no guarantee that it will be granted can be given.)

Work stage E: Detail design

- Develop the scheme design; co-ordinate any work of specialist contractors, sub-contractors or suppliers.
- Carry out cost checks as necessary; advise on the consequences of any subsequent changes on the cost and programme.
- Make and negotiate where required applications for approvals under building acts, regulations or other statutory requirements.

Work stages F and G : Production information

- Prepare production information including drawings, schedules and specification of materials and workmanship in sufficient detail to enable a contractor to prepare a tender.

Work Stages H,J,K and L : Tender to completion

- Invite tenders from approved contractors; advise on tenders submitted. Alternatively arrange for a price to be negotiated with a contractor.
- Advise on the appointment of the contractor; where required prepare the building contract and arrange for it to be signed by the client and the contractor.
- Administer the terms of the building contract; visit the site as appropriate to inspect generally the progress and quality of the work; make where required periodic financial reports to the client.
- Administer the terms of the building contract relating to the completion of the works; give general guidance on maintenance; provide a set of drawings showing the building and the main lines of drainage.

Basic Services are normally charged on a percentage basis..

8. Other Services

PART 2 OTHER SERVICES

This part describes other services which are not part of the architect's preliminary and basic services described in Part 1 but which may be provided to augment them.

- Make measured surveys, take levels and prepare plans of sites and buildings.
- Make inspections, prepare reports or give general advice on the condition of premises.
- Make structural surveys to ascertain whether there are defects in the walls, roofs, floors, drains or other parts of a building which may materially affect its safety, life and value.
- Take particulars on site; prepare specification and/or schedules for repairs or restoration work and inspect their execution.
- Make an inspection or valuation for mortgage or other purposes.
- Prepare special drawings, models or technical information for the use of the client.
- Provide services in connection with demolition works.
- Design or advise on the selection of furniture and fittings; prepare detailed designs for works of special quality.
- Provide services in connection with landscape and garden design.
- Prepare schedules of rates or schedules of quantities for tendering purposes; value work executed where no quantity surveyor is appointed. Fees for this work are recommended to be in accordance with the professional charges of the Royal Institution of Chartered Surveyors.
- Provide services in connection with structural, mechanical and electrical engineering.
- Provide information; make applications for and conduct negotiations in connection with local authority, government or other grants.
- Conduct exceptional negotiations with planning authority.
- Prepare and submit an appeal under planning acts; advise on other work in connection with planning appeals.
- Conduct exceptional negotiations for approvals under building acts or regulations; negotiate waivers or relaxations.
- Submit plans of proposed building works for approvals of landlords, mortgagors, freeholders or others.
- Advise on the rights and responsibilities of owners or lessees including rights of light, rights of support and rights of way; provide information; undertake any negotiations.
- Provide services in connection with party wall negotiations.
- Provide specially prepared drawings of a building 'as built'.

Other Services (Part 2) are normally charged on a time or lump sum basis.

9. Conditions of Appointment

PART 3 CONDITIONS OF APPOINTMENT

This part describes the conditions which normally apply to an architect's appointment. If different conditions are to apply, they should be set out in the Schedule of Services and Fees or letter of appointment.

Duty of Care

- SW3.1 The architect will exercise reasonable skill and care in conformity with the normal standards of the architect's profession

Architect's authority

- SW3.2 The architect will act on behalf of the client in the matters set out or implied in the architect's appointment; the architect will obtain the authority of the client before initiating any service or work stage.

Contractors, sub-contractor and suppliers

- SW3.3 A specialist contractor, sub-contractor or supplier who is to be employed by the client to design any part of the works may be nominated by either the architect or the client, subject to acceptance by each party. The client will hold such contractor, sub-contractor or supplier, and not the architect, responsible for the competence, proper execution and performance of the work thereby entrusting to that contractor, sub-contractor or supplier. The architect will have the authority to co-ordinate and integrate such work into the overall design.
- SW3.4 The client will employ a contractor under separate agreement to undertake construction or other works. The client will hold the contractor, and not the architect, responsible for the contractor's operational methods and for the proper execution of the works.

Site inspection

- SW3.5 Where the services to be provided by the architect include those described in clauses SW1.12 and SW1.13 the architect will visit the site at intervals appropriate to the stage of construction to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the contract documents. The architect will not be required to make frequent or constant inspections.

Copyright

- SW3.6 Copyright in all documents and drawings prepared by the architect and in any works executed from those documents and drawings shall, unless otherwise agreed, remain the property of the architect.

Suspension and termination

- SW3.7 The performance of any or all of the agreed services may be suspended by the client, and the architect's appointment may be terminated by either party, on the expiry of reasonable notice given in writing.

Settlement of disputes

- SW3.8 A difference or dispute arising on the application of the Architect's Appointment to fees charged by a member may, by agreement between the parties, be referred to the RIBA, RIAS or RSUA for an opinion provided that:

- the member's appointment is based on this document and has been confirmed in writing; and
 - the opinion is sought on a joint statement of undisputed facts; and
 - the parties undertook to accept the opinion as final and binding upon them.
- SW3.9 Any other difference or dispute arising out of the appointment and any difference or dispute arising on the fees charged which cannot be resolved in accordance with clause SW3.8 shall be referred to arbitration by a person to be agreed between the parties or, failing agreement with 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Chartered Institute of Arbitrators, provided that in a difference or dispute arising out of provisions relating to copyright, clause SW3.6 above, the arbitrator shall, unless otherwise agreed, be an architect.
 - SW3.10 Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the appointment without recourse to arbitration.

10. Recommended Fees & Expenses

PART 4. RECOMMENDED FEES AND EXPENSES

This part describes methods of calculating fees for the architect's services and expenses. They are recommended and not mandatory. Fees may be based on a percentage of the total construction cost or on time expended, or may be a lump sum. This part should be read in conjunction with Parts 1,2 and 3

Fees

- SW4.1 Preliminary Services (Part 1) are normally charged on a time basis and Basic Services on a percentage basis. Other Services (Part 2) are normally charged on a time or lump sum basis.

Percentage fees

- SW4.2 The percentage fee scale shown in Figures 1&2 (below) are for use where the architect's appointment is for the Basic Services described in Part 1 for new works having a total construction cost between £50,000 and £200,000. Where the total construction cost is less than £50,000 client and architect should agree an appropriate fee basis at the time of appointment
- SW4.3 Percentage fees are based on the total construction cost of the works; on the issue of the final certificate fees should be recalculated on the actual total construction cost. Where the client is the builder or supplies any material or labour, percentage fees should be based on the architect's estimate of the total construction cost of the works as if they had been carried out by a builder supplying all labour and materials on a contractual basis.

- SW4.4 Buildings are divided into five classes for fee calculation purposes. For guidance only the building types most likely to fall into each class include:
 - Class 1: Agricultural shed, stables.
 - Class 2 Community halls; dormitory hostels; warehouses; workshops.
 - Class 3 Factories; motor garages/showrooms; shops; offices; sports halls; clinics.
 - Class 4 Food processing units; parsonages and manses; school buildings; health centres; churches; accommodation for the handicapped; surgeries.
 - Class 5 Houses and flats for individual clients; dental surgeries.

Figure 1 - new works ~ indicative percentage fees

Total construction cost	Class				
	5	4	3	2	1
£ 50,000	9.75 %	9%	8.25 %	7.75 %	7.25 %
£ 100,000	9%	8.3 %	7.75 %	7.2 %	6.5 %
£ 200,000	8.5 %	7.75 %	7%	6.5 %	6%

Figure 2 - existing buildings ~ indicative percentage fees

Total construction cost	Class				
	5	4	3	2	1
£ 50,000	14.5 %	13.5 %	12.5 %	11.5 %	10.75 %
£ 100,000	13.25 %	12.25 %	11.25 %	10.5 %	9.75 %
£ 200,000	12.25 %	11.5 %	10.75 %	10%	9.25 %

Time charge fee

- SW4.5 Time charges are based on hourly rates for principals and other technical staff. In assessing the hourly rate all relevant factors should be considered, including the complexity of the work, the qualifications, experience and responsibility of the architect, and the character of any negotiations. Hourly rates for principals shall be agreed. The hourly rate for technical staff should not be less than 18 pence per £100 of gross annual income. MBA time charge fees for small works are typically:
 - director - £ 120/hr

- architect - £ 95/hr
- assistant - £ 45-65/hr
- SW4.6 The architect will maintain records of time spent on services performed on a time basis. The architect will make such records available to the client on reasonable request.

Lump sum fees

- SW4.7 The architect may agree with the client to charge a lump sum fee for any of the services described in Parts 1 and 2 in appropriate circumstances.

Works to existing buildings

- SW4.8 The percentage fee scales shown in Figure 2 (above) are for use where the architect's appointment is for the Basic Services described in Part 1 for alterations or extensions to an existing building having a total construction cost between £50,000 and £200,000. Where the total construction cost is less than £50,000 client and architect should agree an appropriate fee basis at the time of the appointment.
- SW4.9 Where extensions to existing buildings are substantially independent, percentage fees should be as Figure 1 for new works, but the fee for those sections of the works which marry existing buildings to the new should be charged separately as Figure 2 applicable to an independent commission of similar value.
- SW4.10 Where the architect's appointment is for repair and restoration work fees should be on a time basis; alternatively a percentage fee may be agreed.
- SW4.11 Where the architect's appointment is in connection with works to a building of architectural or historic interest, or to a building in a conservation area, higher fees may be charged.

Compounding fees

- SW4.12 By agreement the percentage of lump sum fee may be compounded to cover all or any part of the architect's services and expenses.

Interim payments

- SW4.13 Fees and expenses should be paid in instalments either at regular intervals or on completion of work stages of the Basic Services (Part 1)
- SW4.14 Where interim payment of percentage or lump sum fees is related to completion of work stages of the Basic Services the recommended apportionment is as follows:

Work Stage	Proportion of fee	Cumulative Total
CD	35%	35%
E	20%	55%
FG	20%	75%
HJKL	25%	100%

Interim payment should be based on the current estimated cost of the work. The apportionment of fees is a means of assessing interim payments and does not necessarily reflect the amount of work completed in any work stage. By agreement an adjustment in the apportionment may be made.

Interest

- SW4.15 Any sums remaining unpaid at the expiry of 30 days from the date of submission of the fee account shall bear interest thereafter, such interest to accrue from day to day at the rate of 8% per annum above the current base rate of the architect's principal bank

Partial Services

- SW4.16 The architect may be required to provide part only of the Basic Services (Part 1)). In such cases the architect will be entitled to a commensurate fee. All percentage fees for partial services shall be based on the architect's current estimate of the total construction cost of the works.

Suspension and Termination

- SW4.17 On suspension or termination of the architect's appointment the architect will be entitled to fees for all work completed at that time. Fees will be charged on a partial service basis.
- SW4.18 During such period of suspension the architect will be reimbursed by the client for all expenses and disbursements necessarily incurred under the appointment.
- SW4.19 Where the architect's appointment is terminated by the client the architect will be reimbursed by the client for all expenses and disbursements necessarily incurred in connection with work then in progress and arising as a result of the termination.

Expenses and disbursements

- SW4.20 In addition to the fees charged the architect will be reimbursed for all expenses and disbursements properly incurred in connection with the appointment.
- SW4.12 The architect will maintain records of all such expenses and disbursement and will make these records available to the client on reasonable request.
- SW4.22 Expenses and disbursements may by agreement be estimated or standardised in whole or in part, or compounded for an increase in the percentage or lump sum fee.

Payment of statutory fees

- SW4.23 The client will pay all fees in respect of application under planning and building acts and other statutory requirements.

Variations

- SW4.24 Where the architect is involved in extra work and expense of reasons beyond the architect's control additional fees are due.

Value added Tax

- SW4.25 The amount of any Value Added Tax on the services and expenses of the architect arising under the Finance Act 1972 will be chargeable to the client in addition to the architect's fee and expenses.

Indicative percentage fee scales.

These vary according to the type of project (Class 1-5, see clause SW4.4 above), and the total construction cost.