

DIOCESE OF CHELMSFORD

DIOCESAN ADVISORY COMMITTEE



**THE PARISH: THE ARCHITECT:
THE CONTRACTOR**

GUIDELINES TO ASSIST PARISHES

Issued December 2002

THE PARISH: THE ARCHITECT: THE CONTRACTOR

1. INTRODUCTION

- 1.1 The relationships between the Parish, the Architect and the Contractor are not always clearly understood. The purpose of these notes is a simple statement of guidance to a parish involved in any works at its church, including the implementing of remedial work recommended in a quinquennial inspection report.

The Parish (The PCC) The employer of both Architect and the Contractor.

The Architect The independent professional adviser working on behalf of the Parish.

The Contractor The construction firm employed by the Parish.

The Contract A binding form of agreement between the Parish and the Contractor.

2. THE CONTRACT PROCESS

2.1 Stage 1

The Parish decides the nature of the project together with a clear statement of need.

The Parish appoints an Architect for the project and confirms this in writing (see guidance booklet “Appointment of Architects or Surveyors and their Fees”).

Where the scheme is likely to receive grant aid from English Heritage, it is a requirement that the Architect/Surveyor is accredited in conservation and is on the Architects Accredited in Building Conservation (AABC) or Royal Institute of Chartered Surveyors (RICS) register.

The RIBA Standard Form of Agreement is recommended for larger schemes (for example, over £10,000).

The Parish agrees a brief with the Architect who prepares alternative sketches for approval.

The preferred solution is then prepared as a design by the Architect and, if approved by the Parish, the latter may apply to the DAC or to the Archdeacon for an informal meeting to discuss the proposal. Planning and English Heritage Staff may also need to attend.

Upon a satisfactory outcome, formal application for a Faculty is made to the DAC.

The Architect is responsible for obtaining the necessary approvals of local planning, building control and other authorities such as English Heritage.

Any order of cost is only a broad indication at this stage. Any realistic estimates can only come later based on detailed specifications and drawings prepared by the Architect.

2.2 Appointment of Planning Supervisor

If the anticipated cost of the project is over £10,000, the law (CDM Regulations 1996) requires the appointment of a Planning Supervisor. It is a criminal offence to break this law.

The Planning Supervisor's function is to administer the regulations regarding health and safety matters in the design of the building works and on the building site. He or she may be the same or a different person from the designer. At the end of the contract, he or she prepares a Health and Safety file of the works carried out and the subsequent maintenance requirements in respect of health and safety matters. This appointment needs to be made before contract details are prepared, and should be arranged with the Architect's concurrence.

2.3 **Stage 2**

The Architect prepares contract details in the form of drawings and specifications and sometimes bills of quantities, upon which selected Contractors are then invited to tender by the Architect on behalf of the Parish.

A report of the tenders received is provided to the Parish by the Architect with a recommendation of a suitable tender.

On acceptance of the tender by the Parish, the Architect prepares a Contract between the Parish and the Contractor and places the order, on behalf of the Parish, for the work to be carried out. Essential elements of the Contract are dealt with under the heading "The Contract" that follows.

The Parish's programme, of services and other uses of the building during the course of the work must be allowed by the Contractor.

The Parish appoints a representative to serve as the Parish Liaison Officer, ideally someone conversant with the fabric of the Church, e.g. Chairman of the Fabric Committee. Once the work has commenced on site, the Architect inspects the works and holds regular site meetings with the Contractor. Reports of the progress meetings should be given to the Parish.

On occasions, the Parish Liaison Officer may be asked by the Architect to join a particular site meeting with the Contractor to clarify requirements. Any changes or variations however are a matter for the Architect to instruct the Contractor. With the exception of very urgent items, all variations should be costed and the Parish informed before being confirmed to the Contractor.

In no way should the Parish be involved in giving any instructions directly to the Contractor.

The Architect is responsible under the Contract for all instructions and variations and control of cost.

At regular agreed intervals, the Architect issues Interim Certificates to the Contractor for a stage payment of work done to date, less a retention percentage agreed under the Contract.

The Contractor then applies to the Parish for payment of the amount certified.

When all the work is completed, the Architect inspects and certifies Practical Completion and the maintenance period of the Contract, usually six months, then commences.

On completion of the maintenance period, a final inspection is made by the Architect. He then lists any items to be remedied by the Contractor. On satisfactory completion of these, a Final Certificate, which includes the release of retention money held during the maintenance period is issued by the Architect to the Contractor who in turn applies to the Parish for payment.

3. THE CONTRACT

3.1 This is a contractual agreement between the Parish and the Contractor.

The Architect is named in the Contract.

The amount of the Contract is stated.

Dates for commencement and completion are agreed and recorded in the Contract.

A clause must allow for the use of the building for services, etc, during the course of the work.

A clause for non-completion should be included.

A clause for delay and damages must be agreed and recorded.

A Contingency Sum is usually included for unforeseen variations.

If no variations occur, the Contingency Sum is deducted in the Final Account.

The cost of variations will be subject to approval by the Architect.

Variations in the work can only be authorised by the Architect and are confirmed in writing.

Copies of any Variation Orders when issued are given to the Parish.

Interim Certificates are issued at agreed intervals. They confirm the value of the work to date less a retention percentage.

The retained monies form a Retention Fund. Half of this fund is released with the Certificate of Practical Completion. The other half is retained during the maintenance period, usually six months, to cover any remedial work necessary during that period. The Contractor is responsible for the cost of any such remedial work.

The remaining retained monies are released with the Final Certificate after completion of the six months maintenance period and when the final cost of the contract has been agreed.

Note:

The Architect has right of access to the works at all times. No other person has right of access to the works without the permission of the Contractor who has responsibility for the safety of persons and works on the site.

4. THE ARCHITECT AND THE PARISH

4.1 Parish Liaison Officer

The Architect/Parish relationship is vital to a successful building contract.

The Parish should appoint one person as its Liaison Officer to whom the architect can relate at all times.

Regular liaison is essential. Any unforeseen variations need discussion as they occur, including cost implications. The Parish Liaison Officer can then keep the PCC informed of progress in addition to the regular reports from the Architect.

4.2 **Consent of PCC if cost to be Exceeded**

If the cost of the Contract is likely to be exceeded, the Parish will need to give consent before the Architect can commit the additional expenditure.

4.3 **Disputes and Arbitration**

In the rare event of a dispute between the Parish, Architect or the Contractor that cannot be resolved, the Contract allows for the appointment of an Arbitrator to settle the issue.

4.4 **Insurance**

The Architect and other registered professional advisers are legally bound to have indemnity insurance to cover any claim for professional negligence. Ask to see evidence of cover.

Where works are undertaken, the parish's insurers should be notified before and when work has commenced (see guidance note "Insurance").

5. QUINQUENNIAL INSPECTIONS AND CARRYING OUT WORK RECOMMENDED IN THE QI REPORT.

5.1 Work recommended to be undertaken in the QI Report is a statement of need. It is not a specification. The cost of the inspection is paid by the Diocese as a set fee. Any order of cost in the Report is only a broad indication. Any realistic estimates can only come later based on detailed specifications and drawings prepared by an Architect.

5.2 The DAC will require such details before recommending a Faculty.

The Parish needs to appoint an Architect for the work that is required to be done.

The Parish Quinquennial Inspecting Architect is the most suitable person for this task as he/she has detailed knowledge of the church.

- 5.3 Professional fees and expenses are chargeable to the Parish for this work.

The basis for these should be agreed in advance and in writing.

- 5.4 The Architect prepares the necessary specification and drawings and invites tenders as before.

The form of contract will be dependent upon the extent of the repairs.

The same relationships apply as for a normal contract.

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