15th August 2006

To, Mr Alex and Mrs Desiree Cochran, Unit 125, No 15 Herbert Street, **ARTARMON NSW 2064**

Submission of specialist architectural 'access' services and related fees for proposed renovation of existing dwelling at Merimbula, NSW for, Mr Alex and Mrs Desiree Cochrane

Dear Alex & Desiree.

Following on from our initial meeting at my Newington office on Wednesday 27th July '06, to discuss your 'project' to provide, in your present Merimbula home, appropriate 'accessibility' in the context of 'Universal Design' principles, I confirm your request for me to submit a set-out of my professional services and related fees for your perusal, evaluation and later directions.

I am most happy to do so and I wish to take this opportunity to express my appreciation for your patience in allowing me the time needed to take my family visitors on a trip up to Queensland, from which I have just yesterday returned to my office.

Reflecting on our meeting and subsequent discussions, I have a 'good feeling' about our respective capacities and commitment to work productively and effectively together to define and successfully resolve all of the 'access' design issues that will undoubtedly guide us to a successful outcome.

The following set out of professional services and related fees in response to your verbal request to do so, is as listed hereunder,

1.0 PROFESSIONAL SERVICES AND RELATED FEES (GENERAL OUTLINE) This offer of professional services & related fees is based on the broad recommendations of the following peak professional organisations of which I am an accredited member and to whose standards of best practice and ethics I subscribe, they are;

- Board of Architects of New South Wales and the ACT Registered Architect' Reg No 5819 & 1067
- RAIA, (Royal Australian Institute of Architects) • Corporate Member & Fellow No – 21758
- DIA, (Design Institute of Australia) Life Fellow- Interiors (membership No 610)
- ACAA,(Association of Consultants in Access Australia Inc) Member, 'Accredited Practising Access Planner/Architect.

GIND Some FRAIA LFDIA M.ACAA MA Design (Research for Disability (L.G.U.)

Rear tered findaters Fellow RAIA, NSW/ARB (Reg 5819) & Architects Board of ACT (Reg 1067)

Discland Access ACAA 'Accredited', Design Services

Interior Desciner DIA 'Accredited Designer' (Reg 610) Life Fellow and a Founding Member

Office and reside Unit 7, 'Doncaster Apartments' Level 1, No 1, Heidelberg Ave, Newington NSW 2127 Austr

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(02) 9648 2822 (02) 9748 0060 9411 632 674 harrysprintz@archinet.com.au





Design Institute of Australia

The practice of, Harry Sprintz, egistered Archite d Disability Acc Planner Con (ABN 42041641930) holds current practice certificates issued under the authority of the, NSW Architects Registration Board (Reg No 95013) and the, Architects Board of the Australian Capital Territory (Reg No 1067).

1.1:1 ARCHITECTURAL SERVICES ARE CONVENTIONALLY DESCRIBED AS BEING EITHER 'FULL' OR 'PARTIAL' IN SCOPE OF WORK

In small scale domestic work, involving alterations and additions work, **FULL** services are usually **13%** of the final contract costs that are **UNDER** \$200,000.00 in project value and **11%** for those that are in excess of \$200,000.00.

Whereas in the same small scale domestic work, **PARTIAL** services are conventionally **9%** of the final contract costs that are **UNDER** \$200,000.00 in project value and **8%** for those that are **OVER** \$200,000.00

By way of a brief explanation, **FULL** services apply when the architect administers the project totally on behalf of the client, which includes directing the work of a licensed builder right through to final completion.

Whereas **PARTIAL** services apply when the architect carries out the design, documentation and pre-DA administration work to the stage of submitting completed documentation to the local Council for later approvals, but leaves the contract administration (generally referred to as the supervision stage) of the building work to the owner.

The architect also provides in 'Partial Services', all necessary detail drawings for the interior fitments to the kitchen, laundry, bathrooms and bedrooms, together with electrical layout plans/schedules, colour schemes and the coordination of the work of the structural engineer and landscape designer (if appointed)

I will of course, be happy to carry out whichever service that you feel best suits your needs, which if that eventuates as a choice for my **Partial** services, will still ensure high standards of design and architectural documentation, while offering you the flexibility and potential cost savings that are possible in an 'Owner Directed' project, such as direct purchase of 'PC' sums in the contract works, along with a reduced architectural fee cost.

It is worthy of note, that even under a 'Partial' services arrangement it is still possible to call for competitive tenders from selected local licensed builders, as a 'fall back' position to an 'Owner Directed' project.

Most importantly, since you had indicated that you might be 'directing' the work on site at Merimbula and have established (from an earlier experience with a local builder) a measure of confidence in their capacity to build well, follow instructions and provide a reliable/cost effective service, I feel sufficiently confident to suggest that my 'PARTIAL' architectural services will suffice for your needs, with any further services during the construction phase of the work being on the basis of an 'ON-CALL' service at your direction and as you see fit.

1.2:1 PROFESSIONAL SERVICES AND RELATED FEES (Commentary)

In respect of a fee proposal, because at this early stage, where we do not yet have a realistic 'handle' on the projected costs of the proposed works it is probably more practical to give you some guidance as to my fee costs by applying an hourly rate basis.

This provides for a 'fixed fee' component for each stage of my work, which I feel will not only be more equitable for us both, but probably result in even further saving in fee costs to you.

A further reason for suggesting this lump sum/hourly rate fee structure is because I have no interest in gaining a fee advantage by virtue of the fee percentage being linked to the final total of the contract works, therefore, in this instance my suggested (reduced) fees would be as listed hereunder,

Continued on page No- 3

1.2:2 PRELIMINARY CONSULTING & DESIGN STAGE

To, initial con	isultations at my office to establish the broad intentions of the 'project'	
One 8	& a half (1.5) hrs @ \$150.00 ph	.(No charge)
To, initial site	e visit to evaluate site conditions and relate these to the current	

Council DCP/I EP 'protocols'

Three (3	hrs @ \$150.00 ph\$45	50.00

(Note !

Other than disbursement for travelling costs, I propose to charge **no costs for travelling time** in this process)

To, preparation of preliminary sketch plan, analysis of areas for regulatory purposes and presentation of initial design report,

٠	twelve (12) hrs @ \$150.00 p.h=	<u>\$1,800.00</u>
	Sub-total for this stage, fifteen (15) hrs @ \$150.00 =	

1.2:3 DESIGN DEVELOPMENT STAGE

To, additional consultations & preparation of detailed design studies including exterior and interior sketches for client approval,

• Twenty Two (22) hrs @ \$150.00 p.h....= \$3,300.00

To, preliminary discussions with the local Council to resolve any possible planning/design issues (ie, a '**PRE-DA**' meeting) and reporting on same,

- Three (3) hrs @ \$150.00 ph.....= \$ 450.00
- Sub-total = Twenty five (25) hrs @ \$150.00 p.h.... = \$3,750.00

1.2:4 CONTRACT DOCUMENTATION STAGE

To, preparation of contract working drawings, details & specifications as necessary to submit for a "DA" (Development Application) con-jointly with a "CC" (Construction Certification) together with submitting the job for 'Owner Directed Works' ie, packaged sub-contract tendering.

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SUMMARY OF STAGES,

1.2:2 (\$2,250.00) + 1.2:3 (\$3,750.00) and 1.2:4 (\$5,850.00) A TOTAL OF \$11,850.0	1.2:2 (\$2,250.0)) + 1.2:3 (\$3,750.00) and 1	2:4 (\$5,850.00) A TOTAL	<u>OF\$11,850.00</u>
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2.0:0 FEE COMPARISON BETWEEN PERCENTAGE AND FIXED HOURLY RATE FEE COSTS.

On the basis of a reasonable estimate of the probable order of cost for alterations and additions to your existing house with a 'scale of accommodation' that provide an 'independent living unit' for your Father and the possible additional 'Spatial' needs of Desiree who might need the assistance of a walking frame or similar mobility aid device (now or in the future), along with other planning considerations related to a 'home/office' for yourself, the minimum anticipated cost of a substantial renovation is unlikely to be less than \$200,000.00

This extremely rough 'guesstimate' which at this stage is un-informed by any architectural documentation is nontheless guided by current recommended costing issued by 'Cordells' and 'Archicentre' for domestic scale renovation work and is further based on recent experience of similar sized projects

2.0:0 Fee comparison between percentage and fixed hourly rate fee costs (continued)

Such a cost would conventionally attract **9%** for '**PARTIAL**' services' fee of some \$18,000.00, or a fee of **11%** for '**FULL'** services which would be \$22,000.00, which I suggest compares favourably with my 'reduced' **total** fee cost offer of, **\$11,850.00** covering 'Partial Services', stages **1.2:2, 1.2:3** and **1.2:4** as set out in this letter.

In respect of building costs however I must emphasise that attempting to guess a final cost of work prior to developing even a preliminary sketch plan will almost certainly be misleading.

Long and hard experience have proved to me that it simply is not possible to be accurate in establishing final costs until such time as full architectural and engineering documentation (that is also Council approved) is available for a licensed builder to quote on, and formal building 'tenders' are submitted to you, based on that precise documentation.

Please note that all of the fee costs in the foregoing itemisation of costs are exclusive of GST and any disbursement costs that may be involved.

3.0:0 ADDITIONAL "CLIENT/ARCHITECT" ARRANGEMENTS.

3.0:1 Deferred services.

In the event that the project is abandoned or deferred, or if the services of the architect is dispensed with, payment to the architect shall be made to the value of the "works" at the time of the abandonment, deferment or cessation of professional services, completed on a "QUANTUM MERUIT" basis, computed @ the agreed hourly rate fee basis established prior to commencement of the appointed architects work.

3.0:2 Cost of plan printing & other disbursement costs

Partial services will incur the cost of any plan printing as required and/or as requested by the clients & will be charged out @ \$ 2.50 per "A.2" sized print, & \$1.25 per A-3 print.

Photocopies will be charged out @ 5c per copy, photography printing costs & Courier delivery services (if required) will be charged out @ cost.

3.0:3 Specialist consultant services.

The cost of specialist consulting ESD 'Shadowing', 'Basix', Structural and if needed (Geotechnical, Hydraulic, Quantity or Land Surveying and Modelmaking Services) are to be paid for directly by the client, with the architect providing co-ordinating services with all appointed, sub-consultants, as a part of his services and are included in his fee offer.

3.0:4 Travelling time & expenses (Where applicable).

Any costs incurred on behalf of the client (by prior arrangement) shall be charged "at cost", supported by receipts (as appropriate) and will include travelling, meals, accommodation & reasonable "out of pocket" expenses.

Consulting time is charged at the 'principal' rate of \$150,00 per hour with travelling time costs charged out @ not less than the hourly rate for a Senior Architectural Assistant, (ie, \$95.00 p.h.).

4.0:0 CONTRACT ADMINISTRATION STAGE (NOTE !! NOT REQUIRED IN 'PARTIAL SERVICES)

To, preparation of tender documents, calling for and later assessing tenders with a report on same. preparation of 'Building Contract', advising on building insurances and with the commencement of work on site, periodic site inspects, reports, issuing of contract 'progress' payment certification, 'variation order' notifications, frequent liason with client, builder, engineer and other related consultants, together with progress reporting work and final inspection of works prior to 'hand over' to owners.

• Sub-total = Forty five (45) hrs @ \$150.00 p.h....= \$6,750.00

5.0.0 SUMMARY

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I have taken the liberty of offering this reduced fee proposal (which I sincerely trust will not offend you both) on the basis of my strong preference to continue with this type of work largely because it allows me to focus on the main area of architectural expertise in my practice (ie, disability access planning) which for me is the most rewarding at a professional and personal level.

On the assumption that you instruct me to proceed to act for you as your 'access' architect and prior to commencing any design studies, it will be both desirable and in my view necessary to meet on site at Merimbula, to properly evaluate the site conditions, however I appreciate that your Merimbula home is currently tenanted, so the timing of any site visit will be a matter that I expect you will discuss with me at a later stage to arrange a mutually convenient time/date for that visit.

Please forgive the length of this letter, but in view of the fact that it is intended to form the basis of an agreement between us, I have assumed you would wish me to be both businesslike and thorough, also attached to this letter is an abbreviated personal, professional & academic profile, for your perusal and evaluation.

As you know I have had a brief holiday break with some visiting members of my wife's family from overseas and only just returned yesterday 14.08.06, however I am now in a position to meet with you to further develop the 'brief' & make progress in the preliminary design process at your convenience.

I therefore await with interest to your written reply in due course, on receipt of which, I will proceed to the preparation of the preliminary design stage **1.2.2** as defined in this letter, within a mutually agreed time frame.

Finally, I look forward to collaborating with you, possibly in a joint authorship and research role, to develop a 'project' directed to the practicalities (architectural & caring etc) of dealing with the consequences of a 'stroke' as well as the 'ageing process'.

With kind regards,

Horry Sprintz FRAIA LFDIA M.ACAA MA Design/Research for Disability (Lond Guild Univ) Registered Architect (NSW/ACT) and Disability Access Planner (ACAA Accredited)