

TYPE PAGE

ARCHITECTURAL CONTRACT

Between the Mary Rose Trust (John Vimpany, Chief Executive) hereinafter called "the Client" and the Center for Environmental Structure (Christopher Alexander, President) hereinafter called "the Architect," for the design of the Mary Rose Museum, to be built over dry dock #3 in the Portsmouth dockyard.

ARTICLE 1 - PROJECT SUMMARY

(1) The construction of the Mary Rose Museum to be built by the Client is as follows:

- (a) Site approximately 1 hectare
- (b) (i) Construction of the museum with an area of construction of about 8,000 m², not including the dry dock itself.
- (ii) Reconstruction of the Victory arena.
- (iii) The necessary site works, civil works, landscape, paving, and exterior public space to support these buildings

(2) The total budget for the new museum construction covered by this contract is £8,900,000, distributed as follows: *FN*

- (a) Shell construction cost to be approximately £5,000,000
- (b) Fitting out to be approximately £2,900,000, and includes HVAC, services, floor, wall and window finishes, fitting out of restaurant and shop areas,
- (c) Victory arena work covered by this contract includes

See attached Q&A

approximately £1,000,000.

The construction costs mentioned in this section may be increased at the wishes of the Client, and this contract will then be prorated accordingly.

(3) Design/Construction schedule planned by the Client is as follows:

- (i) Design work covered by this contract to begin in May 1992.
- (i) Construction is to begin in 1993.
- (ii) The ship hall of the museum is to be sealed and ready for use occupancy in 1994/5, and the museum is to be ready for visitors sometime in 1995.

(4) Schematic design work completed under the US \$225,000 contract of January 23, 1991.

This contract provides for design services that will be based on design work completed according to the previous agreement of January 23, 1991, and all supplementary authorizations issued between January 1991 and March 1992.

With the exception of the design work itself, which will carry forward, the detailed provisions of this contract are unrelated to the agreement of January 3 and 23 1991, and supercede that contract. Once final payment for the January 1991 agreement, as provided for below, has been made, the provisions of the January 1991 contract are henceforth waived by both parties.

ARTICLE 2 - SCOPE OF ARCHITECT'S WORK

The Architect will undertake the work as follows:

- (1) Stage 1 - TERMINAL PAYMENT FOR JANUARY 23, 1991 CONTRACT.

The work already completed includes analysis of rough brief prepared by client, initial discussions with client, initial discussions with English Heritage, Portsmouth local authority, the Royal Navy, initial stages of schematic design, initial stages of planning permission, and initial stages of design development work.

This work is already done.

(2) **STAGE 2 - SCHEMATIC DESIGN**
January, 1991 - April, 1992

- (a) Preparation of site plan, at scale of 1:500.
- (b) This work will include involvement of Client, and participation of Client in decision making.
- (a) Preparation of individual building plans, at a scale of 1:200.
- (b) This work will include participation of Client in the form of discussion.
- (c) This preliminary design will include detailed layout of building, building interior, and preliminary structural engineering.

~~Retention Design~~
(2) **STAGE 3 - DESIGN DEVELOPMENT**
~~February, 1992 - October, 1992~~

- (a) Preparation of site plan, at scale of 1:500.
- (b) This work will include involvement of Client, and participation of Client in decision making.
- (c) Preparation of individual building plans, at a scale of 1:200.
- (d) This work will include participation of Client in the form of discussion.
- (e) This preliminary design will include detailed layout of buildings, building interiors, and preliminary structural engineering.

(3) ³ STAGE ~~4~~ - WORKING DRAWINGS
~~January, 1993 - November, 1993~~

- (a) Preparation of working drawings - Main drawings at a scale of 1:100 and details at a scale of 1:20 or 1:10.
- (b) This work includes only preliminary drawings of construction details. Final shop drawings will be made as part of construction management, during negotiation with subcontractors, to arrive at final version of construction details.

(4) ⁴ STAGE ~~5~~ - BIDDING
~~January - April, 1993~~

- (a) With the approval of the Client, the Architect will prepare bid documents.
- (b) This work includes preparation of necessary documents for bidding and supervision of the bidding procedure.
- (c) Final shop drawings will be made during negotiation with subcontractors to arrive at final version of construction details.

(5) ⁵ STAGE ~~6~~ -- SUPERVISION
~~January, 1993 - December, 1994~~

- (a) The Architect will supervise construction.
- (b) Most of supervision will be done by CES/UK.

ARTICLE 3 - ARCHITECT'S BASE FEE

- (1) The design fee for the work defined in Article 2 will be a base fee of US \$1,607,000 for CES in California and a base fee of UK £xxx,000 for CES/UK. These numbers jointly represent approximately 10.5% of anticipated construction cost and this percentage of 10.5% will be

used for any further design work beyond the scope of this contract. If the construction cost is reduced the base fees will remain the same.

- (2) Fees for structural design, HVAC design, quantity surveys, and construction management are not included in the architect's flat fee, and will be covered separately as expenses over and above the base fee. *Richard Crummins, including* *See article 5.*

ARTICLE 4 - BASE FEE: SCHEDULE OF PAYMENTS

The fee as defined in Article 3 will be paid according to the following schedule. Payments to CES, California and payments to CES/UK will be kept separate, and will be made separately. Payments to CES will be made in US dollars, to the bank assigned by the Architect, and payments to CES/UK will be in pounds sterling in a manner to be determined by the Architect.¹

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1. TERMINAL PAYMENT

OF 1991 CONTRACT 6% 96,420.00
For work completed in California between January 1991 and March 1992, and for expenses incurred during that period.

CES California 6% 96,420.00

IB

2. RETAINER

To be paid immediately upon signing of this agreement.

CES California 4% 64,280.00

CES UK 3% 48,210.00

Staw

3. DESIGN DEVELOPMENT 32% 514,240.00

Progress payments to be paid once a month, on presentation of invoices, with a 5% retention due upon commencement of construction.

¹ Belinda: please note that breakdown of the amounts going to California and UK are not yet worked through in final detail, and will be modified after further study.

CES California	26%	417,820.00
CES UK	6%	96,420.00

STA 3

4. WORKING DRAWINGS 38% 610,660.00

Progress payments to be paid once a month, on presentation of invoices, with a 5% retention due upon commencement of construction.

CES California	12%	192,840.00
CES UK	26%	417,820.00

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5. BIDDING 4% 64,280.00

Progress payments to be paid once a month, on presentation of invoices, with a 5% retention due upon commencement of construction.

CES California	4%	64,280.00
CES UK ²	0%	0.00

STA 5

6. SUPERVISION 13% 208,910.00

Progress payments to be paid once a month, on presentation of invoices, with a 5% retention due upon occupancy of the building.

CES California	13%	208,910.00
CES UK ³	0%	0.00

ARTICLE 5 - CONSULTANT'S FEES AND EXPENSES

The Architect has the authority to hire, manage, start and terminate consultants in the categories named below.

² Detailed bidding will be undertaken with individual contractors and subcontractors. This work will be managed by CES/UK field office, paid from funds for construction management. The supervision of the bidding process will be undertaken by CES California, and partially paid from the architectural fee.

³ The operation of CES/UK during construction will be handled by a construction management agreement. The operations of this management team, specifically design control, will be controlled by CES California, acting as supervisors, and paid from the architectural fee.

Upon presentation of bills approved by the architect, the Client will pay the following consultant expenses, over and above the base fee defined in article 4. These expenses will be charged to the client at cost.

Addition UK Robinson
1. ~~JOHN HEWITT~~

The Architect's representative in England will be John Hewitt. Work done under specific engineering or management categories, by John Hewitt or his staff at BMSE, will be authorized and paid under paragraph 2, below. Work done by John Hewitt and his staff at BMSE in liason with CES/UK, and not pertaining to any specific technical category, will be charged to the client as an architect's representative expense.

2. TECHNICAL CONSULTANTS

Quantity survey work

Foundation, and soils *at civil,* engineering

Structural engineering

Mechanical engineering

Construction management and direct preparation of bids with subcontractors

Public meetings, or any work pertaining to public relations and solution of political problems beyond those with City of Portsmouth planning officials.

Direct craft work or preparation of physical material

Preparation of mockups and samples

Model-making

Preparation of briefs

Computer time for structural and other

~~engineering~~

ARTICLE 6 - ADDITIONAL EXPENSES NOT COVERED BY
BASE FEE

3. DIRECT EXPENSES

- (1) Plane fares, hotel accommodations, meals and FAX and telephone expenses necessary for the Architect~~s~~ and ~~members of his~~ team.⁴
- (2) Costs of setting up the CES-UK office in or near the Portsmouth dockyard, including:⁵
- (3) Drawings, prints, copies, reproducibles, model and mockup materials.

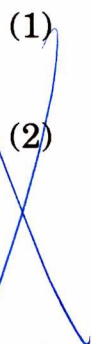
ARTICLE 7 - CHANGE IN SCOPE OF WORK

- (1) The contract is based upon the assumption of £8,900,000 of construction being built according to the plan specified in Article 1.
- (2) It is agreed by both parties in consideration of possible changes in the scope of work that the fee will be pro-rated on the basis of 10.5% of any additional construction, or, for unusual categories of work, to be negotatyed. Split between CES California and CEs Uk to be determined by the architect.


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⁵ Detailed items will be supplied in a later draft

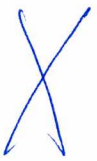
ARTICLE 8 - JAPAN ARCHITECT

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- (1) The design of this project will be carried out with the cooperation between the Architect and Japan architect.
 - (2) The Architect will conclude a contract with Japan architect, which contract shall be approved by the Client before it becomes effective. Fees to the Japan architect will be paid by the Client at the instruction of the Architect.
 - (3) The Architect will work together with the Client in choosing the Japan architect.

ARTICLE 9 - ARCHITECT'S INITIATIVE

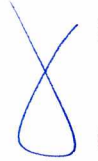
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- (1) Concerning the relationship between the Architect and the Japan architect, the Client agrees that the sole initiative for decisions will remain with the Architect and that Japan architect must follow the instruction of the Architect.
 - (2) The Architect agrees that all the responsibilities to the Client for the total building project will remain only with the Architect.

ARTICLE 10 - SCOPE AND RESPONSIBILITIES OF THE WORK OF THE UK REPRESENTATIVE



The scope and responsibilities of the work of the UK representative of CES will be decided by and among the Client, the Architect and the UK representative.


ARTICLE 11 - PAYMENT OF FEES TO THE JAPAN ARCHITECT

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- (1) The total fees to be paid to the Architect and the Japan architect by the Client will be US \$780,000.
 - (2) The payment to the Japan architect by the Client will be US \$230,000, which shall be paid from US \$780,000

set forth above.


- (3) The Client will pay fee within the amount of US \$230,000 to the Japan architect according to the instructions of the Architect.

ARTICLE 12 - STRUCTURAL ENGINEERING


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- (1) The structural engineering of each building will fall into two phases, (A) preliminary analysis and design, and (B) detailed design.
 - (2) The Architect will carry out the preliminary analysis and design defined in (1), (A) above.
 - (3) The Japan architect will carry out the detailed structural design under above-mentioned (1), (B) and his fee for this service will be included in US \$230,000 described in Article 11.

ARTICLE 13 - EXPENSES

The Client will pay the following expenses to the Architect other than fee decided in this contract:

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- (1) Plane fares, hotel accommodations, meals and FAX and telephone expenses necessary for the Architect and members of his team.
 - (2) Costs of setting up the CES-UK office, including:
 - (3) The Architect shall obtain prior consent of the Client when the Architect wishes to make trips to England in excess of nine round-trips. The Client shall not unreasonably withhold such consent.


ARTICLE 14 - CLIENT'S RIGHT OF REVIEW

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- (1) The Client always reserves the right to review the Architect's work in progress.
 - (2) The Client may terminate this Contract with the Architect if the Client indicates that the work is not

satisfactory to the Client at the time of the completion of Stage 2 described in Article 2.

- (3) If the Client wishes to terminate the contract at the end of Stage 2, he will notify the Architect in writing.
- (4) If the Client desires to terminate the contract at the end of Stage 2, he will then be obliged to pay the fee up to the completion of Stage 2 as described in Article 4.


ARTICLE 15 - CONFERENCE AND ADDENDUM

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- (1) The Client and the Architect agree that when matters not described in the contract or unexpected situations arise, they will then deliberate together in good faith each time to solve it.
 - (2) All the particulars agreed upon after deliberation will be drawn up as an addendum to this contract.
 - (3) The addendum as one body with the contract will make a binding commitment for both Client and Architect.

ARTICLE 16 - DRAWING-UP AND BINDING FORCE OF THE CONTRACT, ADDENDA AND OTHER DOCUMENTS

The contract, addenda and all other documents necessary through the process to carry out this contract will be signed by both parties.

ARTICLE 17 - CONSENSUS ON JURISDICTION



The Client and the Architect agree that the jurisdiction will be in England for all disputes arising from this contract.

Date: March 6, 1992

Signed: Mary Rose Trust

John Vimpany, Chief Executive

Center for Environmental Structure

Christopher Alexander, President

MARY-ROSE MUSEUM
ROUGH QUANTITY SURVEY
Preliminary (MANY COLUMN VERSION)
April 1991

The following QS figures are based on an extrapolation of CES field experience in the United States. In particular, we are as yet unfamiliar with the pound sterling, and do not yet understand well what a pound can "buy". (Obviously the exchange rate from dollars to pounds is a poor index). We have therefore tried to make an educated guess estimate. To compensate for possible errors of unit cost, and for omissions of items, unit prices are intentionally set on the conservative side. All figures in pounds sterling, include materials, labor, and management, exclusive of VAT.

SUMMARY

CATEGORY	COST	TOTALS
BUILDING SHELL		
Foundations and slabs	736,000	
Main structure	3,811,000	
Additional shell items	432,000	
<u>Subtotal</u>	<u>4,980,991.00</u>	<u>4,979,000</u>
MUSEUM FITTING OUT AND EXHIBITS		
Mechanical systems	1,020,000	
Finishes	756,000	
Ship hall interior	276,000	
Exhibit interior	1,633,000	
Other interiors	263,000	
<u>Subtotal</u>	<u>3,948,000.00</u>	<u>3,948,000</u>
SPECIAL EXHIBIT		
Pond, ship model and wind tunnel	664,000	
<u>Subtotal</u>	<u>664,000.00</u>	<u>664,000</u>
RESTAURANT AND SHOP INTERIORS		
Restaurant and shop interiors	566,000	
<u>Subtotal</u>	<u>566,000.00</u>	<u>566,000</u>
VICTORY PLAZA		
Victory plaza	1,043,000	
<u>Subtotal</u>	<u>1,043,000.00</u>	<u>1,043,000</u>
GRAND TOTAL		11,202,191.00

April 1991

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