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FAO Mr James Thomas
Mount Anvil
140 Aldersgate Street
London
EC1A 4HY

Date: 3rd May 2016
Your Ref:
Our Ref: L-QN6386G-001

Dear James,

Proposed redevelopment of site off Kidderpore Avenue, London

Further to your recent e-mail correspondence we are pleased to offer the following proposals for the above site for your consideration.

Proposals

The objectives of the investigation are as follows:-

- Installation of seven groundwater monitoring standpipes to 10m depth, which replace decommissioned wells. Boreholes, open-holed only and formed using cable and tool percussive drilling techniques, likely taking up to 2 weeks to complete.
- Survey all positions in using an optical level.
- Monthly monitoring by combination of data loggers and dip meter.
- Monthly reporting (~~29~~ in total) of water levels and weather conditions between June 2016 to October 2018. 16 months

Assumptions

1. We have assumed that if instructed we can drill all seven boreholes sequentially under one mobilisation, should the boreholes be required in phases then we will charge for the subsequent additional mobilisations.
2. Likewise, welfare cabin (assuming we cannot use site facilities) is based on a price for 2 weeks. Additional weekly hire will be charged accordingly.
3. We will supply temporary (Heras type) fencing to cordon off our activities from the general public, but again, this is based on a price for 2 weeks. Additional weekly hire will be charged accordingly.

Timescales and control of investigations

We confirm we are currently able to commence the fieldwork, within five to seven working days from receipt of instructions to proceed. Reporting will be presented monthly.

Fieldwork in this case will be directed by staff who are degree qualified, with typically three years minimum experience of dealing with projects of similar complexity and who hold a site supervisors qualification along with the construction Skills Certification (CSCS) card (Design, Health and Safety Test).

Geotechnical investigations and Engineering assessments will be determined under the guidance of a Chartered Civil Engineer or Geo-environmental specialist, with over 20 years consultancy experience in advising on geotechnical and associated construction matters, along with gaseous and/or chemically contaminated sites.

Quality Assurance

Soiltechnics is committed to the quality of its professional services and accordingly has adopted a fully integrated management system to comply with the requirements of ISO 9001:2008 (Quality Management) and ISO 14001:2004 (Environmental Systems) where these requirements apply to our professional activities. Laboratory testing, which forms part of the investigation, is carried out by Companies which are similarly quality registered. Our management system is third party audited and has obtained accreditation to UKAS standards.

Terms and conditions

A copy of our "*standard terms and conditions of appointment*", which establish the general allowances contained in our offer, are attached. We assume these meet with your approval, unless agreed otherwise prior to receipt of instructions, or have been qualified by inclusions herein.

Cost summary

The cost for undertaking the investigation is detailed on the appended schedule of rates and can be summarised as:-

Summary Total (excluding VAT)	
Investigation costs as per schedule	£ 

We trust the above is of interest and, if instructed, look forward to working with you on this project. Should you have any queries please do not hesitate to contact the undersigned.

Yours sincerely,



Ross Carrington BSc (Hons), MSc, CSci, AIEMA
Senior Geo-environmental Engineer, Soiltechnics Limited

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Cost schedule QN6386-rev100
Standard Terms and Conditions

soiltechnics

Standard terms and conditions of appointment

DEFINITIONS

1.0 In these Terms and conditions of appointment:-

“The Company” means Soiltechnics Limited

“The Client” means the persons, individual, organisation or company on behalf of whom the investigation services are being undertaken.

“The Agent” means the persons, individual, organisation or company authorised to act on behalf of “the Client” in procuring the investigation services.

“The Appointee” means the persons, individual, organisation or company appointed by “the Client” to use the reports for the purpose described.

PRICING POLICY

2.1 The price quoted is the Company’s cost for executing the investigations described in the tender submission and includes for all labour, plant, equipment and material testing as listed on the schedule of work, and determined on the basis of the expected nature of the investigation location, anticipated ground conditions and the Company’s experience of similar situations. Our cost proposal is on the basis that works can be carried out uninterrupted during weekdays (Monday to Friday inclusive) and (again uninterrupted) between the hours of 0800 and 1800 unless specifically described otherwise in our proposals.

2.2 Where during fieldwork the actual conditions encountered require the investigation methodology to be altered the Client will accept the recommendations of the Company. These variations will be priced in accordance with the schedule provided. The Company will use the best endeavours to gain the Client’s approval prior to implementing change(s), however all parties acknowledge this is not always practical when directing fieldwork. In addition the Company will seek to contain the cost of any variation to within the original estimate, except where the client’s agreement for any increase has prior agreement.

2.3 When during the fieldwork investigations unknown subsurface obstructions are encountered or the ground conditions present are significantly different from those that could be reasonably envisaged (i.e. excessive ground-water, rock, running soils, unrecorded services) which determines the relocation of the investigatory points the associated abortive costs will be submitted to the Client, whose agreement to settlement will not be unreasonably withheld.

2.4 In respect of all site investigations the Company will seek to obtain Statutory Undertaker’s buried services records, where these are available the exploratory investigation points will be positioned to avoid such apparatus. The Company will rely on the Client or his Agent to advise on the location of private underground services existing on their site. The Company will however take the necessary precautions to detect unknown services by such means as the use of a “cable avoidance tool” (CAT) and the lifting of nearby service covers, where evident and practical. The Company cannot be held responsible for any subsequent damage to underground services where the information provided is unreliable and where all reasonable precautions have been taken.

2.5 The planned operations will be subject to a risk assessment exercise prior to attendance on site. If during the course of the fieldwork circumstances become apparent which give rise to concerns over the safety of the Company’s employees or other personnel in the vicinity (i.e. other site operations, dangerous structures or unstable ground conditions, contaminants hazardous to health) The Company reserves the right to postpone the remaining fieldwork to a future date without the Client imposing any penalty. Any additional cost arising from the abandonment and/or postponement will be subject to prior agreement before a return to site.

2.6 Any special conditions applying to site activities (i.e. constraints on access (including nesting birds, or protected species or invasive weeds), restrictions on noise, dust or other disturbance) that may affect the programming of sequential work or the progress of the fieldwork generally will be deemed to have been conveyed to the Company at the pricing stage. Any delays, disruption or circumstances beyond the Company’s control which cause delays and result in unproductive standing time for plant and labour will be charged at the hourly rates contained in the priced schedule.

2.7 All investigations will be undertaken by appropriately qualified employees experienced in undertaking work of a similar nature to that of the scheduled work. The investigations will be undertaken with due skill and care expected of a properly qualified geotechnical consultant and as appropriate for the scope of work as scheduled.

2.8 Where the investigation requires excavation through bound materials (concrete, macadam etc) the thickness has been assumed as 150mm, in the absence of actual information. In situations where a greater thickness is encountered, which delays or extends the fieldwork period, the costs may be applied pro-rata to the tender cost schedule in the final account.

PAYMENT TERMS

3.1 All costs and rates quoted are exclusive of VAT, and will be added to the final account at the applicable rate at the tax point.

3.2 Payment terms are 28 days from the date of invoice. On receipt of the account the Client or his Agent should raise any queries in clarification, or points of dispute within seven days of the account being presented. Late payment of undisputed accounts or account payments whereby the delay is otherwise unfounded will incur a charge of 8% above the Bank of England Base Rate calculated on a daily basis from the date first rendered.

3.3 Accounts properly rendered are payable in full by the due date without any discount or retention applying unless agreed prior to acceptance of the Company’s quotation. The Company are recognised as “consultants” within the construction industry as such the Tax

Exemption Scheme does not apply to the services provided, accordingly the Company is not required to produce an exemption certificate to allow payment nor is any tax to be deducted from source.

3.4 The Company reserve the right to submit interim accounts for those elements of the work completed at any stage during the investigation process, these interim stages being, i) completion of first stage fieldwork, ii) completion of laboratory testing, iii) preparation of preliminary reports, iv) completion of second stage fieldwork or monitoring (when required), v) submission of final reports. Any such interim fee accounts fall due for payment on the same terms as do the final accounts.

3.5 The Client is requested to provide their acceptance/order for the works placed with the Company. In the absence of a written order, on receipt of an emailed, verbal or otherwise communicated instruction to proceed the Company will issue its confirmation of instruction to the Client and/or their Agent, which if not rescinded within 48 hours will be deemed authority to proceed. The Client will be responsible for any costs arising from a subsequent cancellation of the investigation.

3.6 Any programme for the completion of the investigations provided in the quotation is the duration applying at the time of its submission, an actual project programme will be determined on receipt of an instruction to proceed. Any key timescales required by the Client need to be conveyed to the Company and agreed prior to commencement and the Company agrees to use its best endeavours to meet such time scales. In the event of a breach of the agreed programme the Company will not be liable for un-liquidated damages nor for liquidated damages arising from this lateness unless specified prior to commencement.

INSURANCE

4.1 The limit of the Company's liability in indemnifying the Client in respect risks arising from the Company's activities will be those limits provided by the insurances maintained by the Company to the current cover limits of, Employers Liability £15,000,000 (fifteen million pounds). Public/Products Liability £10,000,000 (ten million pounds)

4.2 In respect of the consultancy services provided to the Client the Company maintains Professional Indemnity cover to a maximum limit of indemnity of £10,000,000 (ten million pounds) for any one claim but limited to any one period of Insurance for any circumstance or claim arising in connection with asbestos, pollution or contamination matters.

4.3 These cover levels provided by the policies mentioned represent the maximum indemnity limit offered by The Company and it shall have no further legal liability in respect of loss or damage arising from the contract.

INTELLECTUAL PROPERTY

5.1 Until such time as the settlement of the invoices properly raised by the Company is made in full, the copyright of any reports, designs, specifications, and all other documents remain vested in the Company and may not be relied upon for any purpose or use by the Client or their Appointees or successors.

5.2 On payment of any fees agreed as properly due, the intellectual property in the documents shall remain vested with the Company but the Client and its Appointee shall have a non-exclusive licence to use the documents for any purpose related to the project, except the Company shall not be liable for any such use other than that for which they were prepared for.

WARRANTIES/ASSIGNMENTS

6.1 The Client may not assign or transfer all or any of its interests in the reports, designs, specifications, and other documents prepared by the Company in relation to the investigations without its prior consent, such agreement not being unreasonably withheld.

6.2 Any such agreement to assign and enter into a Collateral Warranty agreement or execute a letter of reliance to a beneficiary nominated by the Client will be entered into in the form of the Company's standard document for a fee of £495.00 (four hundred and ninety five pounds).

6.3 Where a Client's own document is proposed this will only be accepted on the proviso that the terms are no more onerous than the Company's own standards. Where the advice of the Company's own legal advisors need to be sought in clarification of Clients own wording the costs arising in this respect will be borne by the Client or the beneficiary in addition to standard assignment fee.

INVESTIGATION STANDARDS

7.1 Any investigation will be carried out generally, and where practical, following the recommendations of BS EN 1997:2 2007 "Eurocode 7 – Geotechnical Design –Part 2: Ground Investigation and Testing". The investigation process also follows the principles of BS10175:2011 "Investigation of potentially Contaminated Sites – Code of Practice".

7.2 Hand or machine dug trial pits excavated during the course of the investigations will be backfilled on completion of the fieldwork and compacted to a competent standard, any remaining material arisings from the excavations will be left on site unless the removal is specifically mentioned as a requirement within the quotation invitation. The Company will not be liable for any future settlement of the surface levels.

7.3 Unless specifically mentioned as a Client requirement within the scope/specification of work the reinstatement of existing surfacing/ finishes, disturbed by the works, have not been allowed for within the price for the investigation.

7.4 The schedule of rates covering the fieldwork does not allow for the surveying and levelling of exploratory points to accurately position them other than by taping from site features. Where accurate recorded data is required in this respect this will be obtained when specified in the tender requirements or the price subsequently agreed prior to the site attendance for fieldwork.

7.5 Hand dug trial pits will extend to a maximum depth of 1.2 metres, subject to access and other constraints (i.e. sub-surface obstructions, ground water, stability of excavation). Where these constraints are encountered and/or where the excavation requires taking down to greater depth to confirm the competence of the soils shoring of the excavation sides will be required. If these circumstances are known at the time of tender the costs will be identified and included, otherwise the additional costs will be submitted for settlement by the Client.

7.6 The location, type and frequency of exploratory points employed in any investigation will generally be determined by The Company based on its experience of similar site conditions and consideration of the appropriate nature of the reports usage and/or the development proposal. Where the Client has its own Appointee to advise in this respect the investigation will follow their requirements as specified in the tender invitation. In each case the ground conditions recorded and described in any reports presented refer only to the close proximity of the exploratory points and found at the time of fieldwork. Other conditions may be encountered between these locations and at other times of the year. The Company can not be held liable for any non conformity of ground conditions which could not have been reasonable envisaged.

7.7 The Company will provide within the fee an internet digitally downloadable pdf version (or on disc) of our report. Paper copies can be supplied on request at a cost of £90.00 per copy.

TERMINATION OF APPOINTMENT

8.1 Should the appointment be terminated by the Client for reasons other than the performance of the Company in executing the appointment then the Company will be entitled to submit a fee account covering the full cost in completion of the services executed to the date of the notification to terminate. Any such notification to terminate shall be made in writing and posted to the registered address.

8.2 In circumstances where the Client has reason to terminate the appointment due to the Company's performance in executing the services to date the client must first serve notice of the intention to do so giving the reasons for termination in writing and allow the Company seven days in which to respond to any allegations of poor service.

DISPUTES

9.1 In the event of a dispute or claim arising out of the appointment the Company and the Client agree if possible to use the route of mediation to resolve the issue, in any case both parties agree to be governed by English Law and to submit to the non-exclusive jurisdiction of the English Courts.

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

10.1 All of the work we undertake falls within the CDM regulations. It is the Client's responsibility to discharge their obligation in accordance with these regulations, including the timely appointment in writing, of a Principal Designer (PD) and Principal Contractor (PC). We need to be advised who the PD and PC are and be advised of any site specific hazards so we can put in place suitable controls to eliminate or minimise risks to our employees or contractors as a result of these hazards.

10.2 For the purpose of our site works, the 'site' is defined as the working areas only that Soiltechnics employees or Contractors are undertaking their investigations within and is restricted to the immediate area surrounding the works.

10.3 If Soiltechnics are appointed by the Client to be Principal Contractor, the duration of the appointment will be restricted to the time Soiltechnics employees or their appointed contractors are physically present on site and is strictly limited to the scope of our works on which we have been appointed.