elliottwood

2150657/f3/HMu
26 November 2015

Hive 1 Limited
5 Belsize Place
London
NW3 5AL

Dear Rob,

Re: 115-119 Goldhurst Terrace, London, NW6 3HR

Thank you again for thinking of us for the proposed project at the above address. Gary has briefed me on the scope of works. Therefore please find below our fee proposals to carry out the consulting structural and civil engineering works.

It is proposed to demolish the existing four storey block of flats built circa 1950s/1960s and to construct a new four storey building plus a basement under the footprint of the site. It is likely that the basement will be formed in an in-situ reinforced concrete 'box' construction. The superstructure contains several transfer elements and lends itself towards an RC frame.

Due to Camden's policy on subterranean development, we proposed to break down our fee for planning and then for the remainder of the project. Therefore, on the basis of the scheme as currently envisaged we propose a fee of 2.0% of the total project cost plus expenses and VAT. We have assumed a total project cost of £2,500,000. A fee breakdown is noted below:

RIBA Stage	Structural	Civil	Total
Stage 3a (Previously D)	£6,000	£1,500	£7,500
Stage 3b (Previously E)	£22,000	£3,000	£25,000
Stage 3/4 (Previously F/H)	£33,000	£4,500	£37,500
Stage 5 (Previously K)	£44,000	£6,000	£50,000

We have assumed that our work to RIBA Stage 3a broadly encompasses our works to prepare the Construction Method Statement as described below which accompanies your planning application.

The Construction Method Statement (CMS) of the Basement Impact Assessment (BIA) is prepared by us. The contents of the report are clarified in Camden's Planning Guidance CPG4 'Basements and Lightwells' consultation document dated July 2015. Our CMS has to include, among other things, hand drawn drawings and design to a detailed proposals stage which takes into account existing structure, ground conditions, existing trees and risk of flooding from surface and ground water. It will not include temporary works details or calculations although it will indicate the principles of the temporary and enabling works.

It will include assumed sequences of construction and likely temporary propping. It will have to demonstrate that the proposals will prevent excessive movement to the ground, the existing property and surrounding properties.

We propose a lump sum fee of £7,500 plus expenses and VAT for the CMS section of the BIA as noted above. Fees will be invoiced on a monthly basis. We are assuming this will be prepared only once for planning. This allows for one initial site visit and one subsequent design team meeting.

We are finding increasingly that local residents are objecting to basement proposals, and in many instances, they are employing professional teams to critique the BIA proposals. Camden is now employing an Independent Engineer (Campbell Reith Hill) to review the technical submissions of the Basement Impact Assessment, in any case. It is possible that further information may be requested, beyond what might be reasonably considered to be appropriate from previous experience of successful applications in Camden and what can reasonably be assumed to be acceptable at Planning Stage. If this occurs and more detailed information is requested we may need to discuss fees associated with this additional work.

As part of this report a site specific site investigation will also be required in the form of trial pits and boreholes. This will establish the underlying ground conditions, hydrogeology and slope stability. This report will have to include reference and response to the five stages, starting with the screening stage, as identified in CPG4. While we have included in the fee noted above for organising this work, you will need to allow separately for the costs of the work itself. We suggest that a budget of approximately £10,000 plus VAT is allowed for this work. As part of satisfying the requirements of CPG4, ground modelling/damage risk assessments are also required. We suggest that you allow a further £3,000 plus VAT to the site investigation cost noted above. This will take 5-6 weeks to complete.

The actual cost of this section will ultimately be dependent on the depth and extent of the basement as well as its proximity to adjoining buildings.

Examination of Camden's list of Streets at Risk of Surface Water Flooding (Refer to CPG4 for full list) indicates that the site is at risk of flooding. Consequently, a full Flood Risk Assessment (FRA) will probably be necessary. We suggest that you allow approximately £4,000 plus VAT for this. Reference should also be made to Camden's Strategic Flood Risk Assessment dated July 2014 for further details. The planning consultant should discuss the requirement with Camden. To enable the flood risk assessment to be produced, a topographical survey to Ordnance Survey datum will be required.

We have allowed within our Stage 3a fee for a pre-planning drainage strategy and SUDs strategy.

A CCTV survey of the existing below ground drainage system should be undertaken, to verify positions, sizes, condition and presence of connections from adjacent properties. We would suggest that a budget of £600 plus VAT is allowed for this work. We also recommend that sewer records and flooding history are purchased from Thames Water. This will allow us to verify if there is any adopted drainage within the property which may have an impact on the proposals. An allowance of approximately £74 plus VAT should be made for this application.

Camden are expecting sustainable urban drainage systems (SuDS) to be incorporated as part of development works this should include rainwater re-use measures. We will liaise with the architect and M&E to develop relevant proposals.

It is also the case that Camden will require a Construction Traffic Management Plan (CTMP). We can organise this but you will need to allow separately for the cost of the work itself. We suggest you allow a further approximately £3000 plus VAT for this report.

In summary, the fees for this Stage are, approximately, as follows:-

CMS £7500 paid to EWP
BIA and damage risk assessment - £10000-£13000 paid to the SI company
FRA - £4000 paid to others
CTMP - £3000 paid to others
CCTV £600 paid to others

This equates to a total fee of approximately £25,000 - £28,000 plus expenses and VAT. Once appointed we will arrange for two or three quotations for each of the additional reports.

Our standard terms and conditions are attached together with a list showing the scope of works for structural and civil design. Any items not specifically included are deemed to be excluded and will be treated as additional works if they are undertaken.

Please let us know if you have any queries regarding our appointment. In order to show your acceptance of this contract please sign the enclosed duplicate of this letter and return it to us. We are only able to commence our design when we have received your signed acceptance.

Yours sincerely,

[redacted]

Henry Murray
Elliott Wood Partnership
Wimbledon Office

Client's Signature.... [redacted] ....(DIRECTOR) HIOE LTD.

Date.....15/01/16.....

ELLIOTT WOOD PARTNERSHIP - STANDARD TERMS AND CONDITIONS

NORMAL SERVICE

(1) Our appointment is based on the Association of Consulting Engineers Agreement 1 2009, including latest amendments. The appointment is to be executed under hand.

(2) We shall provide a Normal Service as noted in clauses G1 & G2 of the ACE Schedule of Services.

(3) Our fees will be based on a percentage of the total project cost plus expenses and VAT. The proportion of the total Normal Service provided by the end of each stage is taken to be as follows and we shall submit invoices on this basis:-

G2.1-G2.3	Outline Proposals Stage	15%	£7,500
G2.4	Detailed Proposals Stage	30%	£15,000
G2.5	Final Proposals Stage	50%	£25,000
G2.6	Production Information Stage	70%	£35,000
G2.7	Tender Documentation and Action Stage	80%	£40,000
G2.8	Mobilisation, Construction and Completion	100%	£50,000

(4) Any additional services as noted in clause G3, if required, will be undertaken on a time charge basis plus expenses and VAT.

(5) A copy of our current time charge rates is shown below. These rates are subject to regular six monthly review and may be changed without prior notification.

(6) All amounts due in accordance with this Agreement shall be paid within 28 days of the date of the invoice. If there is any query regarding an invoice this must be notified to us within 7 days of the invoice issue date.

(7) Interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 shall be added to all amounts that remain unpaid after 28 days.

(8) Your duties under the Construction (Design and Management) Regulations 2015 are outlined on the following HSE Leaflet: http://www.hse.gov.uk/pubns/indg411.pdf.

(9) There is a charge of £1,000 plus VAT for negotiating a bespoke agreement with the client in lieu of item (1).

(10) Charges for entering in to a Collateral Warranty Agreement are as follows:-

(a) There is no additional charge if the standard form of Construction Industry Council (CIC) Standard Warranties, CIC/ConsWa/F and CIC/ConsWa/P&T for Funders and Purchasers/Tenants respectively, are used together with current amendments as required by our Insurers.

(b) There is a single payment of £1,000 plus VAT for each Warranty that is not a standard CIC Warranty. If this is carried out together with a bespoke agreement (as clause 9), then this additional payment is waived.

(11) Pollution and contamination is a possible risk on any site and as such we would generally recommend that a desk study is carried out by a specialist firm on all projects where work is to be carried out in the ground. We can organise for this to be carried out if required. Where a desk study is not implemented at the outset there is a risk that issues relating to pollution and contamination will need to be addressed later in the project and this may have implications on cost and programme.

(12) Elliott Wood Partnership shall not be liable for any losses, costs, actions, proceedings or claims arising out of or in connection with asbestos or with pollution and contamination. The liability of Elliott Wood Partnership for any claim or series of claims arising out of the same occurrence or series of occurrences shall not exceed the sum of £3,000,000. The period for liability is six years from the date of the accompanying letter.

(13) STANDARD TIME CHARGE RATES

	To end of April 2016
PARTNER	£175.00 PER HOUR
DIRECTOR AND ASSOCIATE DIRECTOR	£140.00 PER HOUR
ASSOCIATE	£120.00 PER HOUR
SENIOR ENGINEER	£90.00 - £110.00 PER HOUR
ENGINEER	£70.00 - £90.00 PER HOUR
SENIOR TECHNICIAN	£100.00 - £110.00 PER HOUR
TECHNICIAN	£60.00 - £90.00 PER HOUR

(14) This fee proposal is only valid for a period of three calendar months from the date at the top of the accompanying letter. At the expiry of this period any fee proposal which has not been accepted may need to be re-negotiated.

(15) Hive 1 Limited will need to instruct Elliott Wood on a stage by stage basis. For the avoidance of doubt, Hive 1 Limited will only ever be charged for work actually carried out.

	Schedule of Structural Services	Included
1.00	**Reports**	
1.01	Providing a CMS for planning purposes	☑
1.02	Providing / organising* a pre-purchase report.	☐
1.03	Providing / organising* a feasibility report.	☐
1.04	Providing / organising* an asbestos report.	☐
1.05	Identifying the scope of enabling work and associated involvement.	☑
1.06	Providing temporary works information.	☐
1.07	Organising site investigations and soil analysis	☑
1.08	Organising a desk study with respect to pollution or contamination	☐
1.09	Providing / organising* a dimensionally accurate site / building survey*	☐
1.10	Providing / organising* a topographic site survey	☐
2.00	**Normal design items**	
2.01	Foundations - mass concrete strips or pads only	☑
	- reinforced concrete without piling	☑
	- reinforced concrete with piling but excluding the pile design	☑
2.02	Steelwork elements or frames but not the design of connections	☑
2.03	Reinforced concrete elements or framed buildings	☑
2.04	General timber elements	☑
2.05	Loadbearing masonry structures and associated lintels	☑
3.00	**Specialists design & detailing work**	
3.01	Timber truss elements	☐
3.02	Architectural staircases and balconies	☐
3.03	Structural glazing	☐
3.04	Metalwork for balconies and balustrades	☐
3.05	Lintels in non-loadbearing masonry	☐
3.06	Brickwork / blockwork movement control joints	☐
3.07	Details to minimise cold bridging in the proposed structure	☐
3.08	Precast stairs, floors and cladding	☐
3.09	Glulam timber elements	☐
3.10	Steel frame connection design and details	☐
3.11	Fabrication drawings for individual steel framed elements	☐
3.12	Site setting out to allow fabrication of steel elements	☐
3.13	Roads (see separate civils schedule)	☑
3.14	Below ground drainage (see separate civils schedule)	☐
3.15	Cladding/Façade Engineering	☐
3.16	Earthworks & excavations (see separate civils schedule)	☐
3.17	Non-loadbearing masonry infill panels	☐
4.00	**Other Services under the ACE Agreement**	
4.01	Temporary Works	☐
4.02	RC Detailing	☐
4.03	Dimensional setting out and level information not otherwise apparent from the Project Architects drawings	☐
4.04	External Works	☐
4.05	Preparation of information necessary for negotiations with third parties including ground landlords, financing bodies and adjoining owners	☐
	* delete as required tick as required	☑

	Scope of Works for Civil Engineering Services	Included
1.00	Reports & Investigations	
1.01	Obtain sewer and water mains records.	☑
1.02	Procure a CCTV drainage survey report on existing on-site drainage.	☑
1.03	Pre-Planning strategic drainage advice.	☑
1.04	Procure permeability tests.	☐
1.05	Liaise with Water Authority and Environment Agency on surface water disposal and foul water discharge where necessary.	☑
1.06	Drainage Strategy Layout.	☑
1.07	Prepare Flood Risk Assessments complying with E.A. PPS 25 requirements.	☐
1.08	Prepare a Flood Risk Statement for BREEAM Pol 5 requirements.	☐
1.09	Utility enquiries (Water, Gas, Elec and BT).	☐
2.00	Infrastructure Design	
2.01	Prepare drainage/engineering layout from Architects (approved layout), CAD drawings and topographical land survey.	☑
2.02	Typical drainage details.	☑
2.03	Prepare drainage calculations (Microdrainage generated).	☑
2.04	Foul and/or surface water pumping station details.	☑
2.05	Foul and/or surface water attenuation design.	☑
2.06	SuDS (Sustainable Urban Drainage) surface water design for planning only	☑
	- infiltration design	☐
	- rain water harvesting and/or recycling	☐
	- on site surface water management	☐
2.07	Apply for Public sewer connection (Sec 106 Water Industry Act 1991).	☐
2.08	Apply for Public sewer Build Over Agreement.	☐
2.09	Sewer adoption (Sec 104 Agreement) including coloured drawings (excluding legal work).	☐
2.10	Sewer long sections.	☐
2.11	Spot levels for external paving/parking.	☐
2.12	Road horizontal and vertical alignments.	☐
2.13	Setting out plan to show relevant co-ords for road horizontal alignments, car parking etc and manhole positions (not normally required for one off domestic properties).	☐
2.14	Typical pavement and build up details.	☐
2.15	Prepare 'cut and fill' volumetrics.	☐
2.16	Road adoption drawings (Sec 38 Agreement) including coloured drawings (excluding legal work).	☐
2.17	Highway works drawings (Sec 278 Agreement) including coloured drawings (excluding legal work).	☐
2.18	BREEAM liaison with Design Team for Civil Engineering related items	☐
2.19	Vehicle tracking	☐

* delete as required tick as required ☑