

9 St Martin's Almshouses
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Symmetrys Limited
Consulting Structural Engineers

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Fee Proposal for Basement Impact Study

26th October 2016
2016277/CA/Rev. A



1.0 Introduction

Thank you for giving us this opportunity to put forward our anticipated fees for the provision of structural engineering services for the above project.

1.1 Our appointment will be based on the Association of Consulting Engineers Conditions of Agreement 1 2009, together with the Association of Consulting Engineers Schedule of Services – Part G (a) for a non-lead consultant. For a project of this type we would expect our appointment to be for services as noted below in respect to the structural aspects of the works in accordance with these conditions together with the Terms and Conditions included in Appendix C.

1.2 We have based this proposal in receipt of Moxon Architect's documents received by e-mail on the 24th October 2016 and we would expect to mutually review our fee should the scheme alter significantly from the current proposals. It is also based on an outline programme of the planning application being submitted at the beginning of January 2016. Should this programme be significantly altered we would again expect to mutually review our proposal.

2.0 Our Scope of Works Up to Planning

We have obtained planning approval for many single storey basements in the Borough of Camden and we therefore know their application requirements well. With this in mind we hope that this scope of works provides a clear indication of what Symmetrys will provide for our client and also give you a more rounded picture of the works that will be required by other consultants.

2.1 We shall highlight where site investigation works should be carried out and prepare a specification for the borehole soil investigations.

2.2 We will obtain competitive prices for the site investigation works. The documents should include a desk top study, confirmation of ground conditions, standpipe monitoring details for both gas and water and WAC test for site cart away purposes.

2.3 We shall also obtain prices and coordinate the works for the ground movement, hydrogeology survey and construction management survey all of which will be requested. With this in mind and as a guideline we would recommend that the clients budget allows for the following direct costs from other:

- Ground Movement & Hydrogeology Survey £ 3,500 plus VAT.
- Construction Management Plan £ 2,000 plus VAT.
- Soil Investigation Including Desk Top Study £ 4,000 plus VAT.

2.4 We shall prepare a structural document to assist the planning application. This will include:

- A CAD scheme design for the structure.
- Structural scheme calculations.
- A Structural Planning report that will include assumed method statements and a description of the proposed structural solutions.
- Drainage plan including details of SUDS.

Please also note that Camden also request that the client employs both a geotechnical engineer and a structural engineer on their behalf, in order to review the basement impact study.

We have assumed that the Architect will co-ordinate the work of the following items:

- Tree Survey
- The Programme of Works
- Site Survey/Topography

3.0 Fee Proposal

3.1 Our proposed fee for our planning documents is £//////// plus VAT. Please note that this fee assumes that we will develop documents for one planning application and this fee is not subject to the planning application being granted. Should we be requested to alter the scheme following the first application we would expect to review our fees accordingly.

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4.0 Why Symmetrys?

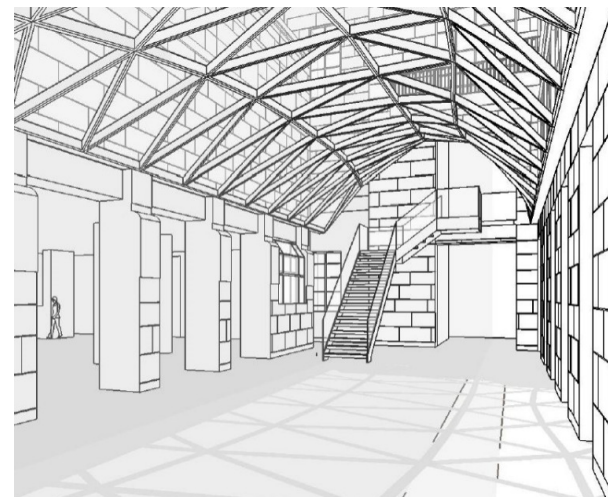
- 4.1 Symmetrys have an extensive experience of preparing basement impact studies and designing basements for high end residential projects in London and have a thorough understanding of the technical and political issues that arise specifically with these projects.
- 4.2 As an established practice with a very low turnover of staff, we can offer continuity of staffing over the life of the project. The Lead Engineer would see the project through to completion. The Managing Director and Associate are involved on a day-to-day basis on all projects.
- 4.3 A selection of our projects that are relevant to 9 St Martin's where we have completed basement impact studies for planning applications in Central London are included in Appendix B. Our design approach is also described in Appendix A and our terms and conditions of appointment are included in Appendix C.
- 4.4 We hope that the contents of this fee proposal are acceptable and should this be the case we would appreciate written confirmation of our appointment. We thank you again for giving us this opportunity to put forward a fee and should you have any queries please do not hesitate to call us.



APPENDIX A

DESIGN APPROACH AND BEST PRACTICE

9 St Martin's Almshouses



DESIGN APPROACH AND BEST PRACTICE

Symmetryrs is a London-based structural engineering practice with a reputation for intelligent design and innovative and practical solutions. Symmetryrs were established in 2006 and all our engineers have a wealth of experience in the diverse areas of structural design. Our success as engineers stems from our continuous drive to provide a great service to our clients.

Although most of our work is from repeat business our current projects and our growing portfolio illustrate our diversity and highlight the type of client we are attracting. At present, we are providing structural engineering solutions for refurbishment and new build projects in a variety of market sectors including retail, commercial, large residential and private houses.

Our philosophy is to place the Engineer at the heart of the design and construction team, ensuring our clients realise their designs in the most efficient way and taking pride in our ability to add value to the design of building projects.

Our reputation reflects our company ethos:

- Always being accessible to our clients and project teams.
- Always delivering solutions to programme.
- Always striving to create harmonious working relationships.
- Always embracing architectural excellence and innovation as well as commercial viability.

Symmetryrs, a Member of the Institute of Structural Engineers, has won a number of prestigious awards, including:

- [The Lighthouse](#) wins 'Best Home in Haringey' Award
- [Tantallon Road](#) winner of 'NLA 'Don't Move, Improve! 2012' competition

Symmetryrs are now proud to Display the BSI ISO 9001:2008 Kite Mark





APPENDIX B

EXAMPLES OF OUR EXPERIENCE OF SIMILAR PROJECTS

9 St Martin's Almshouses

2013074 66 South Hill Park

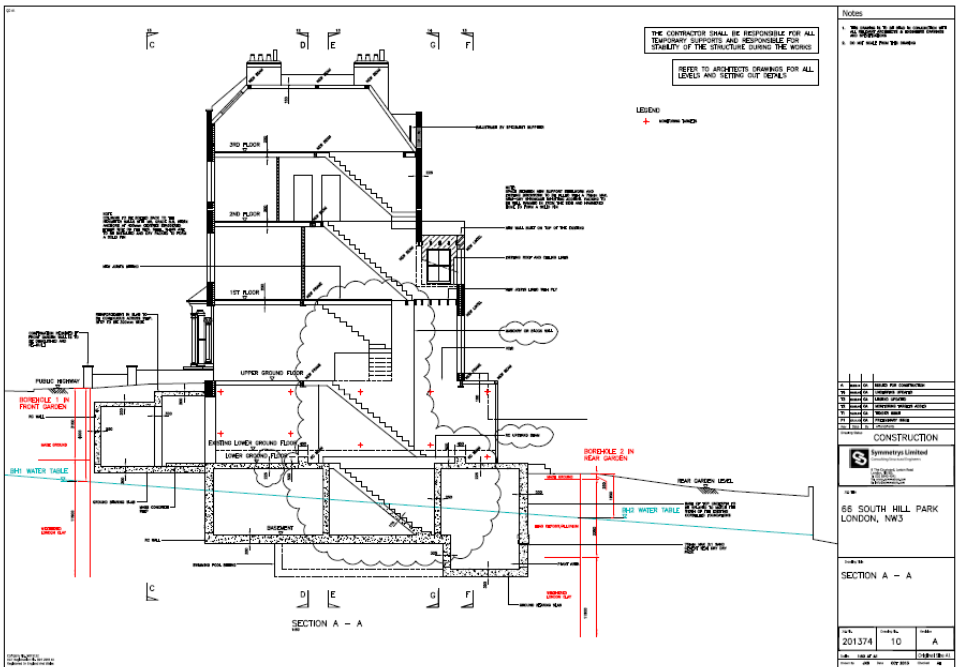
This complex refurbishment of an end of terrace property in Hampstead included the design of new basement structures, rear and side extension, restructuring of floor plates and the entire refurbishment of the property that included the removal of load bearing walls throughout.

The site boundary conditions were particularly challenging, and we had to draw on our vast construction experience to propose structural solutions that are carefully coordinated.

Construction Cost: Not Know
Architect: Stiff + Trevillion Architects

Relevance to 10 Rochester Square

- Residential
- Full Basement Impact Assessment Required for Planning
- Property in Camden
- New Basement under the Property
- Party Walls
- Tight Site Access



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2011080 Cathcart Road

The existing property on the site was demolished and Symmetry's designed a new modern five storey house in Chelsea that included a new two storey basement.

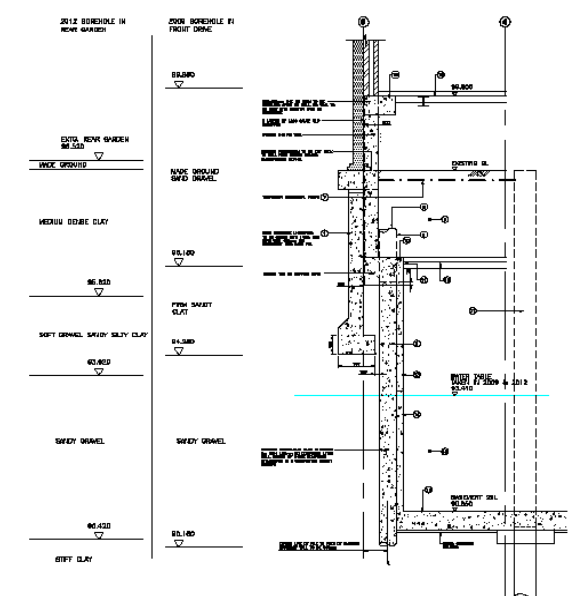
The ground conditions of the site were challenging with sandy gravels and a high water table. In order to maximise the floor area Symmetry's considered various different options for the subterranean retaining solution. The final solution was to provide a hybrid of secant piles, mass concrete underpins and reinforced retaining walls. Carefully considered method statements and temporary works were designed and as such the hybrid solution maximised the client's floor areas but also enabled the basement to be cut down into the high water table in the sands and gravels. Traffic light methods for surveying the neighbour's buildings were adopted before, during and after the works on site such that any movement in the neighbouring properties could be monitored.

The new basement accommodated a new cinema, gymnasium and swimming pool. The superstructure (see adjacent image) was clad with triple glazing.

Construction Cost: £8 m
Architect: 1508

Relevance to 10 Rochester Square

- New Basement
- Party Walls
- Tight Site Access



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2012021 Gilston Road

This substantial Residential Refurbishment is situated in the heart of Chelsea. This project includes the design of a complex rear extension and basement; also included internal alterations to the lower ground floor and upper ground floor levels.

Careful consideration had to be given to the design of the perimeter underpins, retaining wall and the raft basement slab in order to prevent settlement of the structure within the challenging ground conditions.

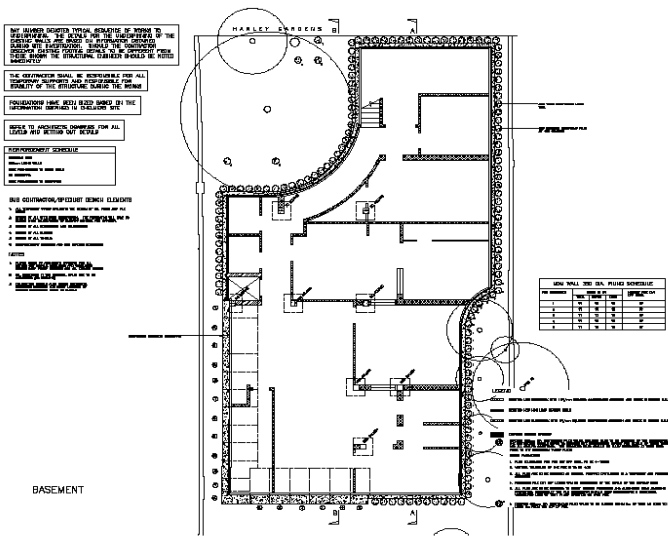
Construction Cost: £3 m
Architect: Stiff + Trevillion Architects

Relevance to 10 Rochester Square

- Party Walls
- Tight Site Access
- New Basement Under The Property



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201052 Eglon Mews

Inspired by Pierre Chareau's iconic Art Deco Parisian architectural Masterpiece 'Maison de Verre', Eglon House is a new live/work residence constructed, detailed and designed to the highest standards. Located in Primrose Hill, London, the site was previously The Mayfair Studio where famous artists such as Tina Turner, Pink Floyd and David Bowie recorded platinum selling albums. John Hudson, a former BBC engineer designed and built the recording studio that was home to the world's top recording artists for nearly 30 years. Symmetrys Limited has employed innovative structural and civil engineering design in transforming the former studio into a striking four storey modern property that echoes the design philosophy of Maison de Verre for developer Fairfax Partners.

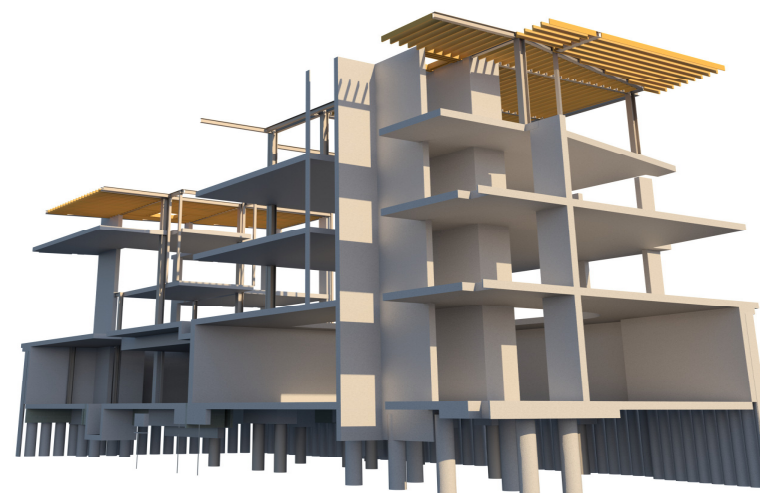
Pioneering structural engineering solutions including 'top down' construction were devised and implemented to overcome tough site constraints, including delivering the project within the confines of existing perimeter walls that landlocked the site. Key elements of the building's structure are purposely left exposed adding to its architectural splendour and echoing a key feature of Maison de Verre's design, which centered around honestly displaying materials and mechanical fixtures. Additional factors that Symmetrys placed at the heart of delivering Eglon House to meet the brief included an efficient construction programme, minimising disruption to local residents, and sustainability. The commercial element of the building (comprising 65%) is set to achieve a BREEAM Excellent rating and the residential space (comprising 35%) a Code for Sustainable Homes Level 4 rating.

Construction Cost: Undisclosed

Architect: Chassay Last

Relevance to 10 Rochester Square

- Residential
- Full Basement Impact Assessment Required for Planning
- Property in Camden
- New Basement under the Property
- Party Walls
- Tight Site Access





APPENDIX C

TERMS AND CONDITIONS OF APPOINTMENT



TERMS AND CONDITIONS OF APPOINTMENT

You acknowledge that in instructing Symmetrys Limited to commence the services described in our fee proposal (the 'scope of works') you agree to the terms and conditions below (the 'appointment') to the exclusion of any other terms or conditions that have been proposed to you.

- 1.0 We shall exercise reasonable skill, care and diligence in the performance of the services and any other programme agreed in relation thereto. In the event that you request a variation to the services we shall notify you as soon as is reasonably practicable of the impact of such variation on the cost and programme of the services.
- 2.0 You shall supply us with all relevant data and information available to you in relation to the services and shall give such assistance, decisions and access as may be reasonably required by us and in sufficient time to enable the performance of the services in accordance with any agreed programme.
- 3.0 Unless otherwise agreed in writing, we shall issue invoices for services performed during the preceding calendar month and on termination or completion of the services. For the purposes of this appointment, the payment due to us shall be the sums set out in the invoices. The due date for payment shall be two (2) days following the issue of the invoices. The final date for payment shall be thirty (30) days after the due date.
- 4.0 In the event of late payment, we may (a) charge default interest calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or default interest at three (3) per cent above the relevant Barclay's Bank plc. base rate (whichever is the higher) on all amounts remaining unpaid after the final date together with all other costs reasonably incurred by us and/or (b) suspend the Services until payment of the arrears plus applicable interest is received in cleared funds, without prejudice to Clause 13.
- 5.0 We shall maintain professional indemnity insurance for an amount no less than that described in Clause 6.0 below, provided always that such insurance remains available in the market on commercially reasonable rates and terms.
- 6.0 Our liability under or in connection with this Appointment whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed two hundred and fifty thousand (£250,000) in the aggregate, provided always that nothing in this Appointment shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 7.0 Without prejudice to Clause 6.0, our liability shall be further limited to such sums as we ought reasonably to pay having regard to our responsibility for the loss and damage suffered on the assumptions that any other consultants, contractors and sub-contractors who also have a liability to you shall be deemed to have provided you with contractual undertakings on terms no less onerous than those set out in Clause 1.0 and paid you such proportion of loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility and also on the assumption that there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between you and any other party to *[the Project]* and that any such other party who is responsible to any extent for the loss or damage is contractually liable to you for the loss or damage.
- 8.0 In the event that any claims, demands or proceedings are advanced by any person against us under or in connection with this Appointment which result in us paying any amount in excess of the limit of our liability described in Clause 6.0, you shall indemnify and hold us harmless in respect of any and all amounts in excess of the limit of our liability.
- 9.0 Save in respect of death or personal injury, you shall only look to us, Symmetrys Limited (and not to any individual employee of ours) for redress if you consider that there has been any breach of this Appointment. You agree not to pursue any claims in contract, tort (including negligence), statute or otherwise against any individual employee of ours as a result of them carrying out the Services.
- 10.0 No action or proceedings under or in respect of *the Appointment* whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against us after the expiry of six years from the date of completion of Services or the termination of the Services if earlier."
- 11.0 Copyright in all drawings, designs, documents and materials of any nature prepared by us for you (the "Intellectual Property") shall remain vested in us but you shall have a licence to use the Intellectual Property for the purposes for which it was prepared by us, subject always to us having received full payment for the Services in accordance with this Appointment. We shall not be liable for the use of any Intellectual Property for any purpose other than that for which it was originally prepared by us.
- 12.0 Either party may by written notice terminate this Appointment immediately if the other party has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or enters into liquidation (whether voluntary or compulsory) or if any proceedings are commenced relating to its insolvency or possible insolvency.

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- 13.0 Either party may by written notice terminate this Appointment if the other fails to perform its obligations under this Appointment, provided that the terminating party has first given the other party not less than fourteen (14) days written notice served by recorded delivery to the other specifying the default and referring to this Clause and the default has not been remedied prior to termination taking place.
- 14.0 In the event of termination for any cause whatsoever, we shall be entitled to be paid for all Services performed up to the date of termination and not yet paid for by you.
- 15.0 Your Payment of Invoices represents your confirmation that work has been completed to your satisfaction. Your payment of the final invoice represents the satisfactory closure of the business.
- 16.0 This Appointment is personal to you and non-assignable. This Appointment shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Appointment for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise. The provision of collateral warranties to third parties is excluded.
- 17.0 If at any time a dispute arises under this Appointment which cannot be settled amicably between the parties, either party may refer the dispute to adjudication in accordance with the Construction Industry Council ("CIC") Model Adjudication Procedure current at the date the dispute arises. The parties shall agree a sole adjudicator or failing such agreement, the CIC will nominate a sole adjudicator. The adjudication shall be conducted in English under the laws of England and Wales. This Appointment shall be governed by and construed in accordance with the laws of England and Wales
- 18.0 This Appointment represents the entire agreement and understanding between the parties relating to the subject matter of this Appointment. You acknowledge that you have had an opportunity to negotiate the terms and conditions of this Appointment prior to the commencement of the Services