

SERVICE & FEE AGREEMENT

PROJECT NUMBER:	2104287	AGREEMENT No:	2104287-F1-002P
PROJECT TITLE	Gloucester Lodge Permitted Scheme Development		
PROPOSAL BY:	David Connolly	DATE:	5 October 2021

SECTION 1 - PROJECT PARTICULARS

Client Name:	Mansour Namaki			
Client Details:	Address:	Iconic Properties Ltd. Unit G Eskdale Road Uxbridge UB8 2RT		
		Tel:	-	Mob:
	Email:	mnamaki@iconicproperties.co.uk		
Agent Name:	Katy Ghahremani			
Agent Details:	Address:	Make 32 Cleveland Street London W1T 4JY		
		Tel:	02037955283	Mob:
	Email:	KatyGhahremani@makearchitects.com		
Project Address:	12 Gloucester Gate London NW1 4HG			
Project Description:	Alterations and additions to historic buildings.			
Current Status:	Conditional planning permission secured.			
Reference Docs:	Make Architects planning drawings combined booklet with cover PG0000 revision 02, dated 29 May 2020.			
Cost Plan:	Not yet available			
Programme:	To be confirmed			
Procurement:	Direct appointment			

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SECTION 2 - SCOPE OF SERVICES

The following Professional Services are proposed to be provided by Techniker Consulting Engineers Limited (Techniker) under this Agreement:	
Structural and civil engineering services for the design and monitoring of the proposed works through RIBA Stages 1 to 5 inclusive as follows:	
Stage 2 – Concept Design (Investigations & Outline Proposals)	
Stage 3 – Spatial Coordination (Coordinated Development of Preferred Design)	
Stage 4 – Technical Design (Finalized Design & Information for Tender)	
Stage 4.5 – Production Information (Information for Fabrication & Construction)	
Stage 5 – Manufacturing & Construction (Inspection of the Works) including:	
<ul style="list-style-type: none"> • Inspection, agreement and monitoring of the critical basement temporary works installation. • Inspection, agreement and monitoring of the critical permanent basement works. 	
Qualified Engineer	Site inspections will be made by, or under the direct supervision of: Matthew Wells CEng, FIStructE, FICE
Design Lead	Make Architects
Deliverables:	<p>Typically, the core deliverables at each stage will be as described in The IStructE Structural Plan of Work 2020, which is aligned with the RIBA Plan of Work, applicable to the specific scope of services in this proposal. More specifically our deliverables will comprise:</p> <p>Stage 2</p> <ul style="list-style-type: none"> ✓ Conceptual structural plans, sections & details <p>Stage 3</p> <ul style="list-style-type: none"> ✓ Coordinated structural plans, sections & details ✓ Outline specifications (included on the drawings) <p>Stage 4</p> <ul style="list-style-type: none"> ✓ Plans, sections & details for tendering purposes ✓ Specifications (performance and materials) for tendering purposes <p>Stage 4.5</p> <ul style="list-style-type: none"> ✓ Plans, sections & details for construction purposes, excluding contractor designed elements ✓ Specifications (performance and materials) for construction purposes <p>Stage 5</p> <ul style="list-style-type: none"> ✓ Final “construction issue” drawings and specifications

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Allowance for Meetings & Site Visits:	Description	Frequency	Total
	Initial Site Visit	Complete	0
	Design Team Meetings	As required	4
	Progress Meetings	As required	4
	Site Visits during geotechnical investigations	As required	2
	Site Visits to inspect opening-up works	As required	2
	Site Visits during construction	As required	10
	Visits to fabricators workshops	As required	2
Design Work Plan:	<p>Our fee is based on design options being investigated during the early stages of the Project, i.e. the design development. Once the scheme has been agreed by the Client the design will be completed for tender and construction stages.</p> <p>Repetition or re-working of the agreed design stage end deliverables should not be required in the normal course of a co-ordinated design process. Should this prove necessary, due to changed criteria or brief, our fee will be reassessed accordingly.</p>		

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SECTION 3 – COMMERCIAL ARRANGEMENT

Fee Arrangement:	Lump Sum Fee	<input type="checkbox"/>
	Time Basis	<input checked="" type="checkbox"/>
	Lump Sum Fee & Time Basis	<input type="checkbox"/>

Agreed Fee:	Time basis ceiling	£ [REDACTED]
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Division of Fee Allowance	Work Element	Percentage	Amount
	Stage 2	[REDACTED] %	£ [REDACTED]
	Stage 3	[REDACTED] %	£ [REDACTED]
	Stage 4	[REDACTED] %	£ [REDACTED]
	Stage 4.5	[REDACTED] %	£ [REDACTED]
	Stage 5	[REDACTED] %	£ [REDACTED]

Hourly Rates for Time Basis Fees & Additional Services:	Staff Grade	Hourly Rate
	Director	£ [REDACTED]
	Associate	£ [REDACTED]
	Senior Engineer	£ [REDACTED]
	Engineer/Senior Technician	£ [REDACTED]
	Graduate Engineer	£ [REDACTED]
	Technician	£ [REDACTED]

Terms of Payment:	<p>All fees will be subject to the addition of VAT at the prevailing rate.</p> <p>Invoices will be raised monthly in arrears based on the services provided within the preceding month and, where applicable, aligned with the stages identified above.</p> <p>Payments are due on the date of the invoice and the latest date for payment will be 28 days thereafter.</p>
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Expenses:	Description	Included	Excluded
	Printing and copying during the design process	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Travel to site & meetings identified	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Costs associated with specialist services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Fees for applications or approvals	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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SECTION 4 - CONDITIONS OF ENGAGEMENT

Techniker Standard Terms & Conditions:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If "Yes":	Terms & conditions are included with this Agreement	
If "No":	-	

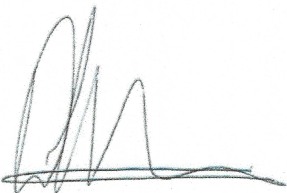

SECTION 5 - PROFESSIONAL INDEMNITY INSURANCE

The level of PII for this Project:	The lesser of the minimum PII cover offered by other members of the design team, a multiple of ten times the total professional fees paid to Techniker or £5 million.
	Higher PI insurance cover can be provided but will be subject to additional fees.

SECTION 6 - CONSTRUCTION DESIGN & MANAGEMENT

It is the responsibility of the Client, <i>inter alia</i> , to:	Satisfy themselves that Techniker Consulting Engineers is competent to perform the services required of them.
	Appoint a Principal Designer and a Principal Contractor to undertake relevant duties for the project.

SECTION 7 - AGREEMENT

Acceptance:	Acceptance of the terms of this Agreement will occur either by countersigning and returning a copy of this document to Techniker (electronically or otherwise) or by otherwise instructing us to the proceed with the Services in writing.	
Confirmation:	We confirm and you agree to reimburse Techniker Consulting Engineers Limited in accordance with the payment terms herein in return for professional services rendered as described.	
	Signed on behalf of Techniker Consulting Engineers Ltd:  David Connolly Date: 5 October 2021	Signed on behalf of Iconic Properties Ltd.  Mark Connolly Date: 12th November 2021
Limitation;	This proposal will remain open for acceptance for 60 days from the date of this document.	