**engineering solutions, delivering results**

22 February 2018 Shona Forbes

hoenix (Forfar) Gymnastics Club

DearShona

**PROPOSED COMMERCIAL DEVELOPMENT, FORFAR LOCH COUNTRY PARK, FORFAR**

Following our discussions on the 91 of February regarding the proposed redevelopment of 2 existing tennis courts on the southern edge of Forfar Loch Country Park into a new Gymnastics Studio, I have provided below a fee proposal for our services.

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We can also be providing a further fee proposal in respect of the below Engineering Services for the above project, however these will be provided under separate cover if required.

Structural Engineering Civil Engineering

We have undertaken initial discussion with the Angus Council Contaminated Land Officer (CLO) Alan Milne, regarding the proposed development, he has been confirmed that any future redevelopment of the site will be subject to a Planning Condition relating to Contaminated Land due to the site being located in an area of former wetland, subsequently used as a *'Refuse Tip',* both of which present a ground gas risk to future developments.

However, these initial discussions have confirmed that Angus Council have previously undertaken significant investigation works and risk assessment of these potentially contaminative sources and the CLO is comfortable with the level of ground gas risk assessment undertaken for the area. This information has been provided to for inclusion in any future reporting. It should be noted that the proposed development at the site will require ground gas protection.

ABERDEEN BIRMINGHAM

BRISTOL DUNDEE EDINBURGH

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GLASGOW INVERNESS

LEEDS LONDON MANCHESTEJ\ NEWCASTLE SEVEN OAKS SHEFFIELD TAUNTON THURSO WATFORD WESTHILL

Therefore it has been confirmed by the CLO the development can progress to Remediation Statement phase without the requirement for a Phase I preliminary Investigation (Desk Study Report).

On this basis the ground investigation required at the site would be generally focused on obtaining geotechnical data for engineering purposes and would not require a post fieldwork phase of ground gas and vapour monitoring of wells (usually 6 monitoring visits over a 3 month monitoring period) . However some degree of environmental investigation will be require to assess the risks to end users of the site from the potential presence of contaminated soils and the mandatory specification of water supply pipe material in brownfield sites.

Based on the above initial discussions with Angus Council the following services would be provided to Phoenix (Forfar) Gymnastics Club to assist the redevelopment of the site.

1. Geotechnical Ground Investigation and Ground Investigation Report (GIR) 2. Remediation Statement
2. Site Monitoring and Verification Reporting
3. Geotechnical Design Report (GDR)
4. **Geotechnical Ground Investigation and Ground Investigation Report (GIRl**

A Geotechnical Ground investigation and is required for the development area in order to design the most cost effective foundation solution for the building.

Upon completion of the site works , we will produce a Ground Investigation Report (GIR) which will address geotechnical aspects. Due to initial discussion with the Angus Council CLO there will

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be no requirement for further ground gas monitoring at the site which significantly reduces the timescales to complete the intrusive investigation works from the usual 3 months. The report will comprise a GIR in accordance with BS EN 1997-2:2007 which will prepare a ground model, summary of groundwater conditions, and will, based on the ground investigation information, provide derived soil values for geotechnical design purposes. The report will also examine the most effective solution for foundation design, slab design, materials reuse and earthworks and will provide the Civil and Structural engineers the design information required to progress their designs .

**Fee Summary - Ground Investigation Design and Geo-environmental Interpretative and Ground Investigation Report (GIR)**

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| --- | --- |
| **Phase 2** | **Fee Ex Vat** |
| Contract Management, Design and Monitoring of Ground Investigations | £1,150 |
| Preparation of Ground Investigation Report (GIR) | £1 ,750 |
| **Total (excluding VAT)** | **£2,900** |
| Liaise with Employer, Regulators, Other Consultants and Contractors as necessary | Time Charged |

It is not possible to define in detail the ground investigation until a full review of all the information supplied by Angus Council is completed however the below budget cost has been provided to allow an assessment of likely third party costs.

Budget costs for the ground investigation are identified in the below table but would require to be confirmed with a contractor following the design of the Ground investigation. The investigation is anticipated to include 3 Cable Percussive boreholes, Chemical and Geotechnical laboratory testing and water monitoring .

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| --- | --- |
| **Phase 2 Third Party Costs** (budget) | **Fee** |
| Ground Investigation (3 Cable Percussive Boreholes to 1Om) | £5 ,900 |
| Chemical Laboratory Analysis (5 samples) | £480 |
| Geotechnical Laboratory Analysis | £750 |
| Water monitoring (2 visits) | £400 |
| **Total (excluding VAT)** | **£7,530** |

1. **Remediation Statement**

The production of a development specific Remediation Statement for the site is required which will be based on the findings of previous investigation undertaken by Angus Council and the findings of the designed development specific ground investigation.

**Fee Summary -Remediation statement**

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| --- | --- |
| **Stage** | **Fee Ex Vat** |
| Remediation Statement | £1,850 |
| **Grand Total (excluding VAT)** | **£1,850** |
| Liaise with Employer, Regulators, Other Consultants and Contractors as necessary | Time Charged |

1. **Monitoring during Construction and Production of Verification Report**

A Verification Report will be required to be produced for acceptance by Angus Council.

**Fee Summary- Monitoring\_ and Verification Reporting**

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| --- | --- |
| **Stage** | **Fee Ex Vat** |
| Site Monitoring (Based on 2 half days on site) | Time charged (Budget £500) |
| Verification Report | £1,750 |
| **Total (excluding VAT)** | **£2,250** |
| Liaise with Employer, Other Consultants and Contractors as necessary | Time Charged |

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1. **Phase 3 - Geotechnical Design Report (GDR)**

Following production of the GIR, it is anticipated of the designs of foundations, floor slabs and roads will be progressed by the Civil/Structural Engineer. Following production of these designs, a Geotechnical Design Report (GDR) will require to be produced to comply with BS EN 1997- 2:2007. This will further interpret the geotechnical values derived in the GIR and subsequently provide Characteristic and Design Values. Following this, the report will explain in detail the design calculations and processes undertaken. The fee for undertaking the GDR is outlined below.

**Fee Summary- Geotechm**.**ca IDest.gn Report**

|  |  |
| --- | --- |
| **Stage** | **Fee Ex Vat** |
| Geotechnical Design Report (GDR) | £1,650 |
| **Total (excluding VAT)** | **£1,650** |
| Liaise with Employer, Other Consultants and Contractors as necessary | Time Charged |

**Program of Delivery**

We would anticipate that the following milestones to be achievable;

* + Ground Investigation Design (1 Week from Commission)
	+ Ground investigations Complete 3-4 Weeks from Commission
	+ Geotechnical Testing complete 3 Weeks from completion of the ground investigation
	+ Ground Investigation Report (GIR) 9 -10 Weeks from Commission Date
	+ Geotechnical Design Report (GDR) 3 Weeks following completion of GIR **and** provision of

detailed Civil and Structural design.

The above is assuming that access to the site was available immediately.

Any work required outside the Normal Services will be charged on a time charge basis. The rates for time based fees in pounds Sterling per Hour are: -

Partner

Technical Director Technical Manager Project Engineer Senior Engineer Engineer

Graduate Engineer Project Technician Senior Technician Technician

£110.00

£ 98.50

£ 92.50

£ 81.00

£ 69.00

£ 61.00

£ 50.00

£ 62.50

£ 58.00

£ 46.50

The above rates are exclusive of VAT.

Mileage charged at 50p per mile, all other expenses at cost. Terms and conditions of the appointment are outlined below.

We hope we have correctly interpreted your requirements and look forward to hearing from you .

Please contact me should you require further information.

Yours sincerely

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**TERMS AND CONDITIONS OF APPOINTMENT -**

Our fee proposal for Gee-environmental engineering services is offered under the Association of Consulting Engineers Conditions of Engagement Agreement D Second Edition (1998) .

1. DEFINITIONS

"Consultant" means . "Client" means the person, firm, company or organisation for whom the Consultant is providing the Services. "Services" means the services to be performed by the Consultant in accordance with the proposal and/or offer from the Consultant. "Agreement" means the contract entered into between the Consultant and the Client constituted by acceptance by the Client of the proposal and offer from the Consultant to provide Services on the basis of these Terms and Conditions of Appointment. "Project" means the property, site, project or works for which the Client has commissioned the Services.

1. OBLIGATIONS OF THE PARTIES

2.1 The Consultant shall exercise reasonable skill and care in the performance of the Services and shall use reasonable endeavours to perform the Services in accordance with any programme agreed with the Client subject to receipt of all necessary information required from others and subject to matters beyond the Consultant's reasonable control.

* 1. The Client shall supply the Consultant without charge all relevant data and information in its possession which may be required by the Consultant in relation to the Services and shall give such assistance, decisions and access as may reasonably be required by the Consultant.
	2. The services provided by, specifically exclude that of Principal Designer, which is assumed to be being carried out by others, under The Construction (Design & Management) Regulations 2015. These regulations impose duties on the Client which he is deemed to be aware of. Guidance can be provided upon request.
1. PAYMENT
	1. The Client shall pay the Consultant for the performance of the Services the Fees and Expenses defined by the Agreement.
	2. If the Consultant is required to carry out services additional to the Services and/or suffers delay or disruption of the Services for reasons beyond it's reasonable control then it shall be entitled to reasonable additional fees calculated on a quantum meruit basis at the hourly rates defined in the Agreement or, in the absence of such rates, at rates to be agreed prior to undertaking the additional services .
	3. Unless otherwise agreed in writing, the Consultant will issue invoices in arrears for Services performed during the preceding period and on termination or completion of the Services. The due date for payment shall be two

(2) days following the date of issue of an invoice. The final date for payment shall be twenty eight (28) days after the due date.

3.4 In the event of late payment the Consultant shall be entitled to charge interest at three (3) percent above the Royal Bank of Scotland base rate on any overdue amounts.

1. INSURANCE AND LIABILITY
	1. The Consultant shall maintain professional indemnity insurance in the sum of £1,000,000 to cover its liabilities under the Appointment provided that such insurance remains available to members of the Consultant's profession at commercially reasonable terms and rates.
	2. The total liability of the Consultant arising out of or in connection with the Appointment whether in contract, delict (including negligence), breach of statutory duty or otherwise shall not exceed in the aggregate the sum of

£1,000,000 .

* 1. The total liability of the Consultant for all claims arising out of or in connection with pollution and/or contamination and/or asbestos shall be limited in aggregate to the sum of £500,000 or (if lesser) to (a) the direct costs reasonably incurred in the cleaning of the site, or (b) the amount recoverable, if any, under any professional indemnity insurance policy .
	2. Where, in the performance of the Services, the Consultant requires to engage a Sub-Consultant to fulfil a Specialist Skill, he shall use his best endeavours to engage him on the same terms and conditions as he has agreed with the Client. In the event that this cannot be achieved, the Consultant shall advise the Client accordingly and seek his agreement that in relation to the Specialist Skill the liability of the Consultant to the Client will be limited to such sum and such terms and conditions as the Consultant is reasonably able to secure with the Sub-Consultant.

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* 1. The liability of the Consultant shall be further limited to such sum which it would be just and equitable to pay having regard to the extent of its responsibility for the loss or damage suffered and on the basis that any contractors and sub-contractors and other consultants shall be deemed to have provided contractual undertakings on terms no less onerous than these set out here in respect of the carrying out of their obligations and shall be deemed to have paid such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.
	2. No action or proceedings arising out of or in connection with the Agreement shall be commenced against the Consultant after the expiry of 6 years from completion of the Services (or termination of the Agreement if earlier) or such earlier date as may be prescribed by law.
	3. Save in respect of death or personal injury, the Client shall look only to the Consultant (and not to any individual) for redress if the Client considers there has been a breach of the Agreement. The Client shall not be entitled to pursue any claims in contract, delict, or statute (including negligence) at any time against any individual as a result of them carrying out any of the Services .
	4. Nothing contained in these terms and conditions should be construed as any attempt to exclude or limit liability in respect of death or personal injury.
	5. The Consultant shall maintain employer's liability and public liability insurances in amounts to meet statutory requirements and for the length of time sufficient to cover the Consultant's liabilities under the Agreement.
1. COPYRIGHT
	1. Copyright in all drawings, designs, documents and materials of any nature prepared by the Consultant (the "Intellectual Property") shall remain vested in the Consultant but subject to full payment of all Fees and Expenses to the Consultant the Client shall be granted a licence to use the Intellectual Property for the purposes for which it was prepared. The Consultant shall not be liable for the use of the Intellectual Property for any purpose other than that for which it was prepared.
2. TERMINATION
	1. The appointment of the Consultant will continue until completion of the Services to be provided or until the Agreement is terminated by 14 days written notice by either party due to a breach of a material term of the Agreement which has not been remedied within the 14 days notice period. In the event of termination, the Client shall pay the Consultant any outstanding instalment of the Fees and Expenses due and any other amounts which have accrued prior to the date of the termination together with a proportion of the next following instalment of the Fees and Expenses in respect of the Services performed up to the date of termination.
3. THIRD PARTY RIGHTS
	1. The Services provided by the Consultant are specific to the Client and the Client shall not be entitled to assign any of the benefits of the Agreement at any time.
	2. The Consultant may agree to issue collateral warranties to third parties on agreed terms and subject always to the aggregate liability of the Consultant arising across all warranties and the Agreement not exceeding the total liability stated in 4.2.
4. GOVERNING LAW AND DISPUTE RESOLUTION
	1. Any dispute arising between the parties which cannot be settled by mutual agreement shall be referred to adjudication in accordance with the Construction Industry Council ("CIC") Model Adjudication Procedure current at the time of referral under this clause. The parties shall agree a sole adjudicator failing which the CIC shall nominate a sole adjudicator.
	2. The Agreement shall be governed by and construed in all respects in accordance with the laws of Scotland and each party shall submit to the non-exclusive jurisdiction of the Scottish courts.
	3. The Agreement represents the entire agreement between the Consultant and the Client in relation to the provision of the Services and supercedes any and all earlier agreements. The Client acknowledges that it has had opportunity to negotiate the terms and conditions of the Agreement prior to the commencement of the Services .