

**Our Reference: 020.5/FP/140824/SHW**

14<sup>th</sup> August 2024



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Dear Derek,

**Sleepers Hill, Winchester  
Civil Engineering Fee Proposal**

Thank you for the opportunity to provide a quotation for civil engineering services to assist in mitigating the flooding issues on Sleepers Hill, Winchester.

We understand that you are experiencing flooding along the south side of Sleepers Hill, and that these occurrences seem to be worsening as the intensity of rainfall events increases due to climate change. As such, a solution to mitigate the flooding is required.

A brief desktop study using British Geological Survey data indicates that Sleepers Hill is underlain by the Lewes Nodular Chalk Formation. This suggests there may be good potential for infiltration; however, chalk in Winchester can be prone to solution features. To determine the viability of infiltration, BRE 365 soakage testing, chalk density testing, and possibly a solution features assessment would need to be undertaken. These ground investigations are outside the scope of this fee; however, we can commission these investigations and charge them back as an expense if desired.

Please be aware, depending on the chosen solution you may require planning permission to enact the mitigation measures, we would advise appointing a planning consultant.

**Stage 1: Site Visit (£500)**

Paul Basham Associates engineers shall attend site to undertake a meeting with representatives of the Sleepers Hill Association to identify possible solutions and constraints.

**Stage 2: Optioneering Report (£3,000)**

For this stage we shall prepare a report summarising the findings of our site visit and present a variety of possible measures to alleviate the flooding. This stage will include:

- Preparation of an optioneering report
- High level hydraulic calculation to provide initial sizing of possible drainage features
- Sketch's showing how possible features may be implemented, where relevant
- This fee allows for the initial assessment of up to three drainage features.

**Stage 3: Detailed Drainage Design (£5,000)**

For this Stage we will produce a RIBA Stage 4 design of the chosen flood alleviation measure / drainage feature suitable for tender and construction. This stage will include:

- RIBA Stage 4 drawings of chosen drainage feature, including (if relevant)
  - Attenuation and infiltrations features
  - Flow control devices
  - Treatment devices
  - Exceedance flow paths
  - Pavement designs
- Detailed supporting hydraulic calculations

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Our work will be undertaken to the appropriate national & local standards and in accordance with specific LLFA requirements, thus minimising the risk of the LLFA requiring significant amounts of clarification or changes. However, please note that the above scope excludes addressing council comments after the submission has been made, as we are unable to determine the scale and complexity of them, particularly if comments on other aspects/disciplines require a layout change.

The following items are not included within the stage fees (please note this list is not exhaustive and there may be items that arise during the design process):

- Any and all items not listed in the above stages
- Any alterations to the existing highway beyond the currently anticipated limit of works
- Consultation with third party landowners
- Any design work relating to arboriculture, ecology, landscaping or structures.
- Street Lighting Design
- Ordinary Watercourse Application (OWC) process or fees
- Section agreements, e.g., S104 or S106
- Construction support or supervision

The importance of being provided the required information in a timely manner is imperative to the efficient delivery of our works and we would anticipate our client supplying said information, without charge and in such time as not to delay or disrupt performance. The information required includes:

- Topographical survey covering the works (we can help to commission this if required and charge as an expense). Please note, it is essential that the topographical survey is carried out to Ordnance Datum and Grid to enable accurate correlation to flood and drainage levels
- Existing utility/sewer records (we will commission this if required and charge as an expense)
- Land registry title plans
- Tree/root protection drawings if required for the scheme
- Latest ground investigation and winter soakage tests to BRE365 (we can help to commission these if required and charge as an expense)
- Groundwater monitoring including winter results (we can help to commission these if required and charge as an expense)
- CBR test results and carriageway cores (we can help to commission these if required and charge as an expense)

For the works described and set out above we recommend setting aside the following fees (exclusive of VAT and expenses). Our standard terms and conditions are attached for reference.

Stage 1: Site Visit	£500
Stage 2: Optioneering Report	£3,000
Stage 3: Detailed Drainage Design	£5,000

The above scope of works includes for a site visit but does not anticipate attendance at any meetings with the project team or local authority. We would happily attend any meetings should these be required, for a fee of £350 per meeting (£250 per virtual meeting)

Please note that this fee proposal remains valid for a period of 30 days from the date of the proposal, we reserve the right to amend our fees for any acceptance beyond this timescale.

Our quote assumes that we are able to implement a continuous design process. If there are significant breaks in the design process that are outside of our control or we are unexpectedly put on hold, then we reserve the right to review whether or not additional fees will be required to cover the management time needed to re-start the work and re-arrange project resources.

Paul Basham Associates shall fulfil the designer's duties as defined by the Construction Design & Management (CDM) Regulations 2015. Please be aware that the client is a duty holder under CDM 2015.

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By default, the client assumes the duties of the principal designer (PD) until such time as a PD is appointed by the client. If the project involves more than one contractor, the client must appoint a Principal Contractor. The client must ensure sufficient time and resources are allocated for each stage of the project. For notifiable projects (where planned construction work will last longer than 30 working days and involve more than 20 workers at any one time, or where the work exceeds 500 individual worker days), commercial clients are required to notify the Health and Safety Executive (HSE) in writing with details of the project and ensure a copy of the notification is displayed in the construction site office. The client must ensure suitable welfare facilities are provided for the duration of the construction work. They must also provide pre-construction information to every designer and contractor and ensure the principal designer and principal contractor carry out their duties and possess the appropriate skills, knowledge, experience, and organisational capability.

I hope that you find the contents of this proposal satisfactory, although should you have any questions or queries regarding our approach then please do not hesitate in contacting me. We look forward to hearing from you and thank you for the opportunity to work with you on this project.

Yours sincerely

*C Owen-Hughes*

Chris Owen-Hughes BEng CEng MICE

Senior Associate

**Paul Basham Associates**

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Enc: Business Terms and Conditions

# BUSINESS TERMS AND CONDITIONS



Paul Basham Associates Ltd is a limited liability Company in accordance with the Companies Act 2006 (with registered number 07013956).

Acceptance of our commencement of the provision of Services to you shall be deemed to be acceptance of these Terms and Conditions (T&C).

## 1. DEFINITIONS & INTERPRETATION

In these T&C, the following words and expressions shall have the following meanings:

- a) The Company means Paul Basham Associates Ltd.
- b) The Client means any person or organisation awarding the contract including those acting as agent for a third party.
- c) Company's Intellectual Property Rights means Any and all intellectual and industrial property rights, including (without limitation) patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, moral rights or know-how, howsoever arising, whether or not registered and any other similar protected rights in any country and any applications for the registration or protection of such rights and all extensions thereof throughout the world, created, developed, embodied in or in connection with any drawing or other document and information prepared by or on behalf of the Company in the performance of the Services.
- d) Company's Personnel means any employee or member of the Company including any officer or director of a Company or a member of a limited liability partnership or self-employed or agency personnel working for the Company.
- e) The Services means any preparation of design calculations, drawings, surveys, attendance at meetings or any other Services provided by the Company to the Client.
- f) The Data means the drawings, calculations, digital data, reports or any other media to be supplied as products of the Services.
- g) The Contract Price means the agreed fee or scale of charges for the Services.

The contract means the agreement concluded between the Company and the Client including these T&C and all specifications and other documents which are relevant to the contract.

## 2. CLIENT'S OBLIGATIONS & CONSUMER PROTECTION

The Client shall supply the Company without charge all necessary and relevant data in its possession or in the possession of any of its consultants, agents, contractors or any other professional advisors in a timely manner and provide all instructions, decisions, consents or approvals in good time to avoid delay to the performance of the Services.

Any changes to the specification shown in a quotation should be notified to the Company prior to acceptance of the quotation. The Company reserves the right to alter the contract price to take account of any changes to the specification. If the Client requests additional Services, the Company shall submit an additional quotation for the additional Services and the Client shall make an additional payment in relation to such Services.

We reserve the right to undertake credit reference checks on all our Clients, and/or to ask Clients to produce bank and other business references in appropriate circumstances.

Where the Client instructs the Company by post, email or by other electronic means, Consumer Protection (Distance Selling) Regulations 2000 give the Client the right to terminate instructions within 7 days of the Company being appointed, unless within that period the Company have already started providing you with the Services.

## 3. EXECUTION AND COMPLETION OF SERVICES

The Company shall exercise reasonable skill, care and diligence in the performance of the Services and shall execute and complete the Services in conformity with the specification and the agreed commencement and delivery dates (or as subsequently changed by mutual agreement).

With respect to pre-tender work it should be noted:

- a) Design development will take place post tender and allowance for this needs to be reflected in the tender; and
- b) Assumptions of acceptability to Approving Authorities need to be allowed for in the Tender.

The Company shall act in accordance with any reasonable instructions given by the Client in accordance with the scope of works. The Company shall inform the Client if it considers that any change or instruction for the Client is outside the scope of the Services and will cause a change to the Programme and/or a change to the level of fee and expenses.

The Company will be entitled to assume that our understanding as set out in correspondence is correct unless you immediately respond to correct it.

## 4. ASSIGNMENT/SUB-CONTRACTING

The Company will make every reasonable effort to maintain continuity of personnel throughout the contract, but where it is necessary to replace staff on a contract, the Company will endeavour to give adequate notice of doing so. The Company may sub-contract all or part of the Services provided that responsibility for the Services is accepted by the Company as though they had not been subcontracted. The Client shall only be entitled to assign by way of absolute legal assignment to a party taking on that role.

## 5. PAYMENTS & EXPENSES

Unless noted elsewhere the contract price excludes VAT and is to be settled within 28 days of the invoice date. Interest shall be added to all sums remaining unpaid after the final date for payment from that date until the date the sums are paid calculated at the statutory rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Company will invoice all costs incurred in the recovery of any overdue accounts.

The Company reserves the right to issue interim invoices at periodic intervals as we consider appropriate before final completion of the work. An interim invoice represents our final charge for our work up to the date of the invoice, unless we tell you otherwise at that time.

Unless you have instructed otherwise, the Client shall pay the Company's expenses and disbursements reasonably and properly incurred in performing the Services. We shall ask for your authority before expenses are charged to you in addition to our fees and are subject to a 20% handling charge. Any mileage incurred by the Company will be charged to the Client at 55p per mile. Any drawings printed and issued by ourselves will be charged to the Client at £8.00 per A1 drawing. VAT is payable as appropriate on our fees and expenses.

# BUSINESS TERMS AND CONDITIONS



If the Company has to carry out additional Services and/or suffers disruption in the performance of the Services because

- i. of a delay by the Client in fulfilling any of the Client's obligations or in taking any other step necessary for the delivery of the Services
- ii. the Company is delayed by others or by events that were not reasonably foreseeable or
- iii. of other reasons beyond the control of the Client

the Client shall make an additional payment to the Company in respect of the additional Services carried out and additional resources employed. The additional payment shall be calculated (unless otherwise agreed) on a time charge basis in line with the Company's hourly rates. If requested by the Client, the Company shall give an initial estimate for the additional payment likely to be incurred and take reasonable measures to minimise any additional costs and time taken to carry out such Services.

## 6. SUSPENSION & TERMINATION

If the Client does not pay to the Company the sum specified as due by the final date for payment, the Company may (without prejudice to any other right or remedy) suspend the performance of any or all its obligations under the scope of works agreed by giving not less than seven day's Notice to the Client of its intention to do so and stating the ground(s) on which it intends to suspend performance.

Where the Client exercises its right of suspension under this Clause 6:

- i. The Client shall pay to the Company an amount in respect of costs and expenses reasonably incurred by the Company as a result of the exercise of that right, and
- ii. Any period during which performance is suspended in pursuance of or in consequence of the exercise of that right shall be disregarded in computing, (for the purpose of any contractual time limits) the time taken by the Client or by a third party to complete any work directly or indirectly by the exercise of that right (and where a contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly), and
- iii. the right of suspension in this Clause 6 shall cease when the Client pays the sum specified as due.

If either party is in breach of these terms they may give to the other two week's Notice of their intention to terminate the appointment. The Notice shall set out the acts and/or omissions relied on as evidence of the breach. If the Party in breach does not take expeditious steps to the reasonable satisfaction of the other Party during the notice period to remedy the breach the Party serving notice may forthwith on its expiry and by a further Notice terminate the appointment.

If circumstances arise for which the Company is not responsible and which the Company considers make it irresponsible for the Company to perform all or any part of the Services the Company shall be entitled to terminate the appointment of the Company by two week's Notice in respect of all or such part of the Services. In the event of such termination the Client shall pay the Consultant for any works completed to date.

## 7. COMPLETION & FINAL ACCEPTANCE

Completion and final acceptance shall be effected once the Services have been completed and all data detailed in the specification delivered to the Client. The Client shall within 7 days of receipt of the final issue of the data under the contract notify the

Company in writing of any discrepancies, errors or omissions in the absence of any such written notification the Services will be considered completed.

## 8. INSURANCE

The Company shall hold or effect policies of insurance to cover Public Liability, and Employers Liability for not less than £10m. The Company's liability to the Client shall not exceed the amount of Professional Indemnity cover agreed with the Client for the contract. Provided always in either case that such insurances are available at commercially reasonable rates and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurances at the time the insurances are taken out or renewed as the case may be. Confirmation of our insurance policies can be provided on written request.

No liability shall attach to the Company in respect of any consequential loss or damage suffered by the Client due to the Company making errors in carrying out the Services or providing incorrect or incomplete data under the terms of the contract. The Company will not be liable for any claims arising from delays nor for any lost profits or any claim or demand made against the Client by any other party or parties.

## 9. COLLATERAL WARRANTIES

When requested, the Company will enter into deeds of Collateral Warranty and Assignment provided that all such deeds meet with the approval of the Company's insurers and legal advisers.

## 10. COPYRIGHT AND INTELLECTUAL PROPERTY

The copyright and intellectual property rights in the data shall remain vested in the Company who will grant an irrevocable licence for use by the Client once payment has been received in full (Clause 5). The Company shall not be liable for any use by the Client or its appointee of any of the documents for any purpose other than for which they were prepared by the Company.

Should you wish to reproduce our designs in any extension or should you wish to use our designs or documents in relation to any other property you should approach us for permission to do so. We are not obliged to grant permission and should we agree to do so we will be entitled to charge a fee for such permission at the Company's discretion.

## 11. CONFIDENTIALITY

The Company shall keep confidential all information which concerns you and your business and is of a confidential nature, and shall not disclose it unless you authorise us to do so or the Company are required to do so by law. We may, of course, disclose it to our professional advisers and any sub-consultants we may engage in relation to your work, provided that they are under equivalent obligations to keep all information disclosed as part of our contract with yourselves confidential.

The trademarks, trade names, know how, design rights, goodwill, patents, copyright and all other proprietary rights arising out of the provisions of the Services are the property of the Company and the Client shall not cause or permit anything that might damage or endanger them or alter, deface, remove any markings or any indications as to the source of the data. The Client and Company will respect mutual confidentiality in all aspects of the contract.

# BUSINESS TERMS AND CONDITIONS



## 12. PROJECT DATA STORAGE

Project files and documentation will be stored by the Company for a suitable period (minimum 12 months) after conclusion of the contract. We reserve the right to charge a handling and administration fee for retrieval. Unless specifically agreed otherwise, the files will then be destroyed.

## 13. FORCE MAJEURE

Where the Company is unable to complete the Services or deliver the data due to circumstances beyond its control, such as war, natural emergency, the requirements and regulations of Government bodies of any country, revolution, riot, civil commotion or industrial dispute, acts of God such as flood, fire, earthquake, tempest, epidemic or any other cause, then the Company is entitled to treat the contract as being fulfilled and the Company is entitled to invoice the Client as in Clause 5 of these T&C.

## 14. CONDITIONS OF ENGAGEMENT

All appointments will be in accordance with the relevant Conditions of Engagement produced by the Association of Consulting Engineers. Details of these can be provided upon request.

## 15. CONTRACT LAW

The contract shall be governed by and construed in accordance with the Laws and Court of England. Nothing in this contract confers on any third party any benefit or any right to enforce any term of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

The parties shall attempt in good faith to settle any dispute by mediation.