

GROUNDTECH CONSULTING LTD

R0017/008

17 July 2017

Couch Consulting
Genesis Centre
18 Innovation Way
North Staffs Business Park
Stoke-on-Trent
ST6 4BF

For the attention of Mr D Croft

Dear Douglas

Re: Ground Investigation Works at Cheddleton

Thank you for your valued enquiry, please find below our proposal to undertake ground investigation works at the above site where the rear of a property is settling.

Ground Investigation

Access and Potential Constraints

We have not visited site and we assume that access to the proposed area of investigation will be possible with a tracked window sample rig.

In addition, we have allowed for a hydraulic breaker as we have assumed that there will be hard surfacing to break through to advance the boreholes.

Scope of Investigation

A summary of the scope of works and justification is provided in the table below:

Method of Investigation	Scope	Justification
Cable Percussive Drilling	-	
Windowless sampling	3No. to 4m	To determine ground conditions in the area settlement of the building is occurring.
Trial Pitting	-	
Rotary Drilling	-	
Soil Percolation Testing	-	

We have allowed for one day of windowless sampling to drill approximately 3 No. holes to approximately 4.0m bgl. The windowless sampling would allow us to assess the ground conditions and to obtain soil samples for any possible testing.

We would require a full set of service plans before starting on site or an indemnity against any damage to services not brought to our attention. Appropriate industry site practice will be in place to avoid underground services.

We have allowed for reinstating the boreholes with cement mix assuming hardstanding is present at the surface.

Site Supervision

The site works would be carried out under the supervision of a suitably qualified geo-environmental engineer who will set out the exploratory positions, obtain samples and log the holes in accordance with BS 5930, BS EN 14688 and BS EN 14689.

Laboratory Testing and Monitoring

At this stage, we have not allowed for any testing of soil samples or groundwater monitoring.

Reporting

On receipt of all the information, a letter report will be compiled to include the factual information obtained during the ground investigation.

CDM Regulations 2015

All site Investigation work falls under CDM Regulations 2015 and the client will have responsibilities to formally appoint a Principal Designer in writing, otherwise the client will assume the role of Principal Designer. GroundTech Consulting will require the pre-construction information to be provided in order to produce an adequate Construction Phase Plan. This project does not require an F10 Notification.

General Principles of Prevention will be adhered to under the supervision of the appointed Principal Designer, these will be identified and discussed in the Construction Phase Plan which is a duty of the Principal Contractor. The coordination of welfare and H&S matters on-site including contractors will be implemented and maintained by GroundTech Consulting. If we are appointed, the client will be required to formally appoint the Principal Contractor in writing in accordance with CDM Regulations 2015.

Project Management and Projected Cost

The cost of our proposal is £1,205.00 plus VAT and is presented on a re-measurable basis, we have assumed our proposal will be appraised on using a like for like scope.

We would mobilise to site in approximately 1 to 2 weeks of a written instruction and purchase order.

We trust the enclosed is of interest and meets the requirements outlined in the project brief, if you have any queries please do not hesitate to contact the undersigned.

Yours Sincerely

For GroundTech Consulting Limited



James Doyle

Director

j.doyle@groundtechconsulting.co.uk

Enc Project Breakdown
 Standard Terms and Conditions

R0017

Cheddleton

No	Item	Unit	Quantity	Rate	Total
1	Windowless Sampling and Dynamic Probing				
	Hire of Rig and crew	Day	1	£ 575.00	£ 575.00
	Hire of hand held hydraulic breaker	Day	1	£ 50.00	£ 50.00
	Provision of liners	m	12	£ 2.50	£ 30.00
	Sacrificial probe cones	No		£ 7.50	Rate Only
	Obtain U70/Shelby undisturbed sample	No		£ 35.00	Rate Only
2	Monitoring Installations				
	Install 35mm monitoring standpipe with gravel and bentonite seal	m		£ 10.00	Rate Only
	Install 50mm monitoring standpipe with gravel and bentonite seal	m		£ 15.00	Rate Only
	Provide and installation of gas valve and lockable flush cover	No		£ 40.00	Rate Only
3	Geotechnical Analysis				
	Atterberg Limits and Water Content	No		£ 28.00	Rate Only
	Quick undrained triaxial	No		£ 43.00	Rate Only
	One-dimensional consolidation test (5 days)	No		£ 65.00	Rate Only
	Extra over for additional days	Day		£ 16.50	Rate Only
	CBR - Laboratory re-moulded	No		£ 46.00	Rate Only
	Light Proctor Compaction (2.5kg)	No		£ 57.00	Rate Only
	Heavy Proctor Compaction (4.5kg)	No		£ 65.00	Rate Only
	PSD - Dry Sieve	No		£ 27.00	Rate Only
	PSD - Wet Sieve	No		£ 27.00	Rate Only
	pH & Soluble Sulphate (2:1)	No		£ 12.00	Rate Only
	SD1 Made Ground Pyrite Suite	No		£ 25.00	Rate Only
	SD1 BRE Full Suite	No		£ 25.00	Rate Only
	Plate Load/CBR Testing				
	Mobilise equipment and carry out up to 5 No. tests (excluding Kentledge)	Day		Site Specific	
4	Monitoring				
	Monitor installations for groundwater level and of ground gas concentrations (methane, carbon dioxide, oxygen, flow, borehole pressure)	Visit		£ 100.00	Rate Only
	Purge and sample groundwater from monitoring well	No		£ 25.00	Rate Only
5	Project Management and Reporting				
	Production of Construction Phase Plan	Sum	1	£ 50.00	£ 50.00
	Supervision by suitably qualified engineer	Day	1	£ 280.00	£ 280.00
	Subsistence for overnight stay	Day		£ 60.00	Included
	Provision of CAT, shear vane and all sampling equipment	Day	1	£ 20.00	£ 20.00
	Production of Letter Report & Borehole Logs (electronic copy)	Sum	1	£ 200.00	£ 200.00
	TOTAL (Remeasurable Basis)				£ 1,205.00

Groundtech Consulting Ltd

Terms of Business

1 DEFINITIONS In this Agreement:-

"Offer"	means the offer letter(s) and all of its appendices and/or attachments (if any) issued by the Consultant to the Client.
"Agreement"	means the Offer and these Terms of Business 'and the Client's acceptance thereof'.
"Client"	means the person to whom the Consultant sends the Offer provided that where such person acts as an agent, the Client shall be the principal.
"Consultant"	means Groundtech Consulting Ltd.
"Services"	means all the work and services (including advice provided whether or not in writing) carried out or to be carried out for the Client by the Consultant.

2 PERFORMANCE

- 2.1 The Consultant shall exercise reasonable skill care and diligence in performing the Services. Notwithstanding any responsibilities and obligations which the Client may have under any other contract or at law, nothing in this Agreement or in any proposal, report or other document is to be construed as a warranty or guarantee by the Consultant other than to use (or to have used) reasonable skill care and diligence.
- 2.2 The Consultant shall use all reasonable endeavours to perform the Services to the programme, if any, set out in the Agreement but shall not be liable if it is unable to perform the Services as a result of any cause beyond its reasonable control.
- 2.3 The Client shall supply to the Consultant in a timely fashion so as not to disrupt the performance of the Services and without charge all the information and things in the possession of the Client or any of the Client's agents consultants or contractors and any instructions decisions consents approval or access to property and use of facilities as described in (or reasonably to be inferred from) this Agreement as necessary for the performance of the Services by the Consultant.

3 PAYMENT

The Client shall pay the Consultant the fees set out in the Agreement. Interim invoices, if any, and the final invoice shall become due for payment on the date of the submission of the Consultant's invoice therefore and the final date for payment shall be 28 days thereafter. The Client may not withhold any payment after the final date for payment of any sum due under this Agreement unless he gives not later than 14 days before such final date a notice specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground, each ground and the amount attributable to it. The Client shall pay interest on all amounts remaining unpaid after the final date for payment at the statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Client shall pay all debt collection fees (including legal fees) and costs whatsoever incurred by the Consultant in collecting the fees. All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client to the Consultant at the rate and in the manner prescribed by law.

4 ADDITIONAL WORK

If the Consultant is instructed by or on behalf of the Client to carry out additional work to that stated in the Offer or such work is necessary in the circumstances and/ or suffers delay or disruption in the performance of the Services for reasons beyond the Consultant's reasonable control the Client shall make additional payment to the Consultant in respect of the additional work carried out and the additional resources employed and/ or the delay or disruption suffered. The additional payment shall be calculated on the basis of the method of assessing payment under the Agreement, or where no such method is set out in the Agreement, payment shall be such sum as is reasonable in the circumstance.

5 INTELLECTUAL PROPERTY, CONFIDENTIALITY & PUBLICITY

- 5.1 The copyright in all drawings reports and other documents (including material in electronic form) prepared by the Consultant in the performance of this Agreement shall remain vested in the Consultant. Any of the Consultant's know-how, techniques, or processes used in the course of carrying out the Services are confidential to the Consultant. The Client shall not without the prior written consent of the Consultant divulge to any party details of any confidential information disclosed by the Consultant in the performance of the Services.
- 5.2 The Client shall have a licence to copy and use only the final drawings and other documents provided by the Consultant, and only for the purposes and for the same project for which they were prepared or compiled. The Consultant shall not be liable for the use of such drawings or documents other than for the purposes for which they were provided by the Consultant. The Consultant may on giving not less than seven days written notice revoke this licence if the Client fails to pay in accordance with this Agreement any fees or other amounts due under this Agreement.
- 5.3 The Client shall not without the Consultant's prior written agreement provide to any third party or publish on any website the whole or any part any drawing report or other document prepared by the Consultant in the performance of this Agreement.
- 5.4 The Consultant may reproduce for reasonable publicity purposes any photographs taken and drawings prepared by it in the performance of the Services. The Client will consult with the Consultant when issuing publicity which concerns the Services. The Consultant shall not use any information that the Client has stated in writing to be confidential.

6 THE CONSULTANT'S LIABILITY

- 6.1 Notwithstanding anything to the contrary in this Agreement the total liability of the Consultant (other than for personal injury or death resulting from negligence) under or in connection with this Agreement howsoever arising whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be limited to and not exceed in aggregate £100,000 or ten times the total fee due under this Agreement whichever is the greater.

- 6.2 Subject to the foregoing clause which may operate to extinguish or reduce the liability of the Consultant under this clause the Consultant's liability under or in connection with this Agreement in respect of any claim or series of claims arising out of one occurrence or series of occurrences whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be limited to the least of the following amounts:
- (i) the greater of (a) the reasonable direct cost incurred by the Client to carry out corrective works of demolition reconstruction and repair of physical damage or clean-up works directly resulting from defective performance of the Services (excluding for the avoidance of doubt any of the following losses incurred by the Client whether direct or indirect: lost profits, wasted management time, cost of delay, increased supervision costs, professional fees, contractor and other third party costs and claims, diminution in value, financing charges, or financial loss) together with the Consultant's fee for performing the defective part or parts of the Services; and (b) five times the Consultant's fee for performing the defective part or parts of the Services;
 - (ii) the amount if any recoverable by the Consultant by way of indemnity against the claim or claims in question under any professional indemnity insurance taken out by the Consultant and in force at the time that the claim or claims or (if earlier) circumstances that may give rise to the claim or claims is or are reported to the insurers in question. This limitation shall not apply if no such amount is recoverable due to the Consultant having been in breach of his obligation under clause 6 or of the terms of any insurance maintained in accordance therewith or having failed in due time to report the claim or such circumstances to the insurers in question and
 - (iii) the amount of the Consultant's "Net Contribution" if applicable: that is the amount that is determined on the basis that the Consultant's liability is limited to that proportion of the Client's losses which it would be just and equitable for the Consultant to pay having regard to the extent of the Consultant's responsibility for the same and on the assumptions that: all other consultants, contractors, sub contractors, project managers or advisers engaged in connection with the same project shall have provided to the Client contractual undertakings on terms no less onerous than those set out in Clause 2.1 in respect of the carrying out of their obligations in connection with the project; and there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this sub-clause and any such other party who is responsible to any extent for the Client's losses is contractually liable to the Client for the same; and all such other consultants, contractors, sub contractors, project managers or advisers have paid to the Client such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 6.3 No action or proceedings under or arising out of or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be commenced by a party (a) after the expiry of six years after the completion of the Services or such earlier date as may be prescribed by law (b) at any time against any employee officer or director of the other party (save in respect of death or personal injury resulting from negligence).
- 6.4 You agree not to bring any claim in respect of loss or damage suffered by you arising out of or in connection with our engagement against any of our directors, employees or agents even where our directors, employees or agents have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of GroundTech Consulting Limited for the acts or omissions of any of our directors, employees or agents. It is agreed that each of our directors, employees and agents will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999. We reserve any right we may have to rescind or vary these Conditions without our having to seek the consent of our directors, employees and agents.

7 INSURANCE

Provided always that such insurance is available at commercially reasonable rates, and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance at the time it is taken out or renewed as the case may be, the Consultant shall maintain professional indemnity insurance. When reasonably requested to do so the Consultant shall provide a brokers' certificate as evidence that insurance is being maintained.

8 TERRORISM

The Consultant is not responsible under this Agreement or otherwise for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism (herein called "terrorism matters") and the liability if any of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with terrorism matters is excluded.

9 POLLUTION, CONTAMINATION & ASBESTOS

The Consultant is not responsible under this Agreement or otherwise for advising on matters which wholly, partly, directly or indirectly arise out of or result from asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) or pollution and contamination (including without limitation by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring (herein called "asbestos and pollution and contamination matters") and the liability if any of the Consultant under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with asbestos and pollution and contamination matters is excluded.

10 INDEMNITY

The Client shall indemnify and keep indemnified the Consultant from and against any and all claims (including those for injury or death), demands, proceedings, damages, costs, charges and expenses arising out of or in connection with this Agreement in excess of the total liability of the Consultant determined in accordance with clause 6.1 and/or as the case may be the liability of the Consultant determined in accordance with clause 6.2 and/or arising out of or in connection with terrorism matters and/or asbestos and pollution and contamination matters where clause 9 applies and/or which may be in respect of events occurring after the expiry of the period referred to in clause 6.3.

11 SITE OPERATIONS

- 11.1 In the event of any visit to site by the Consultant's personnel they shall be regarded for all purposes as being the Client's visitors and the Consultant shall not be deemed to have assumed the role of occupier, or otherwise to have assumed control of or responsibility for the site or any persons on it.
- 11.2 The consultant is not responsible under this agreement for any physical site works that may cause damage to property, including underground services and other sub-surface obstructions.
- 11.3 The consultant will use all reasonable care and diligence during the intrusive investigation of the site in question, however we cannot be held responsible for 'causing', 'knowingly permitting' or 'unknowingly permitting' contamination to occur at the site due to incorrect construction at any exploratory hole.
- 11.3 To the extent the Services include advice on ground conditions:- the Consultant's work shall be based solely on the soil and groundwater conditions revealed in boreholes and excavations provided to the consultant and supplemented by site and laboratory test results also provided to the consultant; records of water levels shall not be taken as equilibrium conditions unless specifically noted; and an absence of water level observations may indicate that the hole has been sealed off by casing or the presence of low permeability strata and does not necessarily indicate that water is not present.

12 SUSPENSION AND TERMINATION

- 12.1 If the Client shall fail to pay the Consultant in full any amount properly due and payable under this Agreement by the final date for payment the Consultant may (without prejudice to its other rights and remedies) after giving the Client not less than seven (7) days notice in writing of the same specifying the grounds for so doing, suspend its performance of this Agreement until payment in full of the amount due. Any period during which the Consultant exercises its right to suspend its performance shall be disregarded in computing for the purposes of any contractual time limit the time taken by the Consultant, or any of the Consultants' sub-contractors, to complete any Services directly or indirectly affected by the exercise of such right.
- 12.2 Either party may terminate performance of this Agreement (a) at any time by giving not less than one month's written notice to the other (b) in the event of a material breach of this Agreement by the other or in the event of the insolvency of the other by giving not less than two weeks' written notice. In this Agreement "insolvency" shall mean becoming bankrupt going into liquidation (either voluntary or compulsory except as part of a bona fide scheme of reconstruction or amalgamation) being dissolved compounding with its creditors or having a receiver administrative receiver or administrator appointed of the whole or part of its assets.
- 12.3 If circumstances arise for which the Consultant is not responsible and which the Consultant considers make it irresponsible for the Consultant to perform all or any part of the Services the Consultant shall be entitled to terminate the appointment or discontinue performance of any part by giving not less than two weeks' written notice.
- 12.4 Termination of the Consultant's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

13 DISPUTES

Any dispute shall, in the first instance, be referred to the respective Chief Executive of the Client and the Consultant who shall attempt, in good faith, to resolve the matter. Each party shall have the right to refer any dispute to adjudication in accordance with the Construction Industry Council Model Adjudication Procedure current at the time of referral.

14 GENERAL

- 14.1 The Client shall not, without the written consent of the Consultant assign or transfer any benefit or obligation under this Agreement. The Consultant shall be free to sub-let performance of part or all of the Services. For the avoidance of doubt agency staff seconded to or engaged by the Consultant shall not be deemed to be sub-consultants.
- 14.2 English law shall govern the application and interpretation of this Agreement, and each party submits to the jurisdiction of the courts of England.
- 14.3 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement. In particular any advice provided by the Consultant is for the sole benefit of the Client and may not be used or relied upon by third parties.
- 14.4 Nothing in this Agreement excludes or restricts the Consultant's liability for death or personal injury resulting from its negligence.
- 14.5 Other than any variation set out in the Offer, no variation to these Terms of Business may be made without the written agreement of the Client and the Consultant.
- 14.6 The consultant shall not be liable for any failure to fulfil its obligations hereunder if such failure is caused by any occurrence of an act of God, force majeure or circumstances beyond its reasonable control.