



Sharon Smyth
Town Clerk
Attleborough Town Council
Email: townclerk@attleboroughtc.org.uk

Ground Control Limited
Kingfisher House
Radford Way
Billericay
Essex CM12 0EQ
T 01277 650 697
E info@ground-control.co.uk
www.ground-control.co.uk

Date: 05.02.24
Our Ref: E24-0151.CC

Dear Sharon,

Proposed Jubilee Wood Public Open Space, Attleborough – Landscape Design Fee Proposal

Further your recent email enquiry (*with enclosures*) to my colleague Chris Bawtree and our subsequent email correspondences we are pleased to enclose our scope of works and fee proposal to undertake the landscape design works to progress the scheme to the end of RIBA Stage 3.

It is understood the scheme is to be progressed under a variance to the current S106 agreement on the land of which this will be dealt with by your internal teams. The enclosed has allowed for the development of the current intent plan through to the completion of RIBA stage 3 that will provide a defined general arrangement plan for the scheme, planting strategy and outline material and planting palette. On completion of this further scope of works can then be agreed for the Stage 4 technical design stage depending on the desired procurement route for the project.

The following pages set out a detailed breakdown of the scope of works allowed for alongside specific clarifications on the inclusions of this fee. It is understood that we would be working as part of a wider team including the Town Council, Norfolk Wildlife Trust and other consultants for key items such as drainage.

Currently, we are unaware of any specific timescales relating to the project however, on appointment to the project we will work closely with yourself to set out a detailed programme of delivery for the outputs to suit the projects timescales.

We trust that we have correctly interpreted the scope of works required and the enclosed proposal meets with your satisfaction, however, please do not hesitate to let us know regarding any queries and we look forward to hearing from you soon.

Yours Sincerely,

Chris Chippendale BSc LGD, MALA, CMLI
Senior Landscape Architect, Ground Control Professional Services

T: 07713 309 872 **E:** christopher.chippendale@ground-control.co.uk

Enclosed - Annex A - Landscape Architect Scope of Services & Fee Proposal
- Annex B - Standard Conditions of Agreement for the Provision of Consultancy Services

Annex A - Jubilee Wood, Attleborough Landscape Design Scope of Works & Fee Proposal

February 2024

E24-0151.CC



Landscape Design Scope of Services	Total Cost (Ex VAT)
RIBA Stage 2 &3	£6,850.00
<i>On site project briefing meeting and site walkover appraisal by Landscape Architect to identify site constraints and opportunities</i>	
<i>Undertake a review of existing information and surveys and advise client if any further surveys (e.g. Ecology Survey, Arboricultural Survey etc) are required to inform the schemes development</i>	
<i>Develop Landscape Masterplan to establish spatial arrangements, scheme appearance and materiality</i>	
<i>Prepare outline specification of materials and hard landscape strategy for the scheme</i>	
<i>Preparation of scheme planting strategy</i>	
<i>Consultation with statutory authorities and wider consultant team to inform design development</i>	
<i>Internal design review</i>	
<i>Review and amend proposals and specifications to suit client feedback where required. Allowance for 2no minor revisions to bring scheme to point of design freeze</i>	
<i>Preparation of Budget Cost Estimate for schemes implementation</i>	
Outputs:	
Colour rendered Landscape General Arrangement Plan for scheme	
Planting Strategy Plan	
Stage 3 Design Report to include: Overview of scheme development, commentary on design layout, hard Landscape material palette, proposed planting palette, design proposal commentary, next steps and scheme coordination checklist	
Meetings & Liaison:	
<i>Allowance for up to 2no Virtual Teams Meetings. No allowance for on site meetings beyond initial site meeting. If required these will be charged at £600/meeting</i>	
Ongoing liaison and Coordination with client team and relevant stakeholders such as Norfolk Wildlife Trust	
Overall Total (ex VAT):	£6,850.00
Future Stages	
<i>On development of the scheme and completion of RIBA Stage 2/ 3 a scope of works can be prepared for Stage 4 works to complete the schemes technical design for tender. This scope of works will be subject to the schemes content but also the preferred procurement route that the Town Council wishes to progress. The scheme could be taken forward as a Design and Build based on Stage 3 information or alternatively a traditional contract could be progressed of which a fully detailed Stage 4 package of information would be required.</i>	

Hourly & Day Rates	Hr Rate	Day Rate
GIS Technician	£50.00	£400.00
Landscape Architect	£62.50	£500.00
Senior Landscape Architect	£68.75	£550.00
Principal Landscape Architect	£81.25	£650.00
Head of Design	£110.00	£880.00
Consultant Ecologist	£60.00	£480.00
Senior Ecologist	£70.00	£560.00
Senior Arboricultural Consultant	£75.00	£600.00

Assumptions & Qualifications

1. All fees are exclusive of VAT
2. It is assumed all surveys undertaken by the site will be made available by the client at the outset of the project. In addition, it is assumed that any additional surveys required will be instructed separately by the client where required.
3. We have provided our scope of services and fees up to the end of RIBA Stage 3 only.
4. Fee & Service deliverables offered on the basis of the 'Standard Conditions of Agreement for the Provision of Consultancy Services' as outlined in Annex B and receipt of any requested information within a timely manner. Full list of information to be sought upon appointment.
5. Payment terms are in accordance with Clause E of Annex B unless stated otherwise in this offer.
6. Our quotation is open or acceptance from date of offer for a period of 30 calendar days as Clause C of Annex B
7. Access for the site will be arranged and provided to Ground Control Ltd on behalf of the client.
8. Our fee is inclusive of expenses unless stated otherwise.
9. Additional fees to be agreed in advance, for all works over and above those outlined within this fee proposal.

Our scope of Services exclude the following:

10. Any works associated with Planning, the variation of the current S106 agreement or the preparation of information for formal tendering.
11. RIBA Stages 4 -7
12. The production of any 3D models, BIM and CGI Visualisations
13. Landscape assessments such as EIA/LVA's/LVIA's
14. Any works relating to arboricultural consultancy, ecology and Biodiversity Net Gain
15. Structural, Civil and M&E Engineering
16. Drainage and Attenuation design and drawings
17. Highways scope of services
18. Any public or councillor consultation
19. Site visits beyond the initial on site briefing meeting
20. Revisions to the scheme beyond those listed in the enclosed scope of works
21. Fee excludes the undertaking of Principal Designer duties under CDM 2015.

Annex B - Ground Control Standard Conditions of Agreement for the Provision of Consultancy Services

A. Parties

- A.1 Client:** means the company, body or person named as the Client in this Agreement.
- A.2 Consultant:** means "Ground Control Ltd" of Kingfisher House, Radford Way, Billericay, Essex, CM12 0EQ. "GC Design" is the Landscape Institute registered Practice name of Ground Control Ltd.

B. Definitions

- B.1 Consultant Fee:** the amount(s) declared in the Agreement as being payable by the Client to the Consultant for the Agreed Services.
- B.2 Agreed Services:** the services to be provided by the Consultant to the Client as identified in the fee proposal and expanded in Annex A.
- B.3 Agreement:** the agreement between the Client and the Consultant consisting of the fee proposal including Annex A and Annex B.
- B.4 Brief:** the statements and materials assembled by the Client or Client representative in a Project requirement document, brief or a request for proposal document or any other similar document to summarise the Client's expressed requirements, to address the Client's preferences and priorities, and to summarise the impact of context, environment, and prevailing legislation, at the time of the request.
- B.5 Project:** the project identified in this Agreement.
- B.6 "In writing":** Shall include communication sent by post, e-mail or facsimile & "written" shall be constructed accordingly.

C. Validity of Fee Proposal (Quotation)

- C.1** Quotations are open for acceptance for a period of **30 calendar days** from date of the fee proposal. The Consultant reserves the right to review and resubmit the Consultant Fee after the expiry of this period, unless otherwise identified in the Fee Proposal.

D. Obligations

- D.1** The Consultant shall perform the Agreed Services set out in this Agreement exercising a reasonable level of skill, care and diligence ordinarily provided by Consultants working in the same profession in a similar locality under the same or similar circumstances.
- D.2** The Consultant shall use reasonable endeavors to carry out the Agreed Services in a timely manner and in accordance with any specified time period stated within this Agreement.

- D.3** The Consultant shall be entitled to a reasonable extension of time to complete the Agreed Services on the following grounds if the provision of services is adversely affected delayed or disrupted by:
- D.3.1 Circumstances reasonably beyond the control of the Consultant.
 - D.3.2 The occurrence of a Variation to the Agreed Services.
 - D.3.3 Any failure of the Client to comply with clause D6.

- D.4** The Consultant undertakes to advise the Client of any matter that may affect the performance of the Agreed Services including circumstances or instructions that may require a variation of the service and a change to the Consultant's Fee.

- D.5** The Consultant reserves the right to change or vary the personnel carrying out the Agreed Services at any time.

- D.6** The Client shall in good time and reasonably make available, provide copies of and /or otherwise provide access for the Consultant to all information which in the reasonable opinion of the Consultant, is required to undertake the Agreed Services.

- D.7** The Client agrees to directly appoint all other consultants required by the Project that are not part of this Agreement.

- D.8** The Client will ensure that there is no change made at any time to the Consultant's Agreed Services, the Brief, Project Schedule without the prior written consent of the Consultant.

- D.9** No variation to the terms of this agreement shall be made except by agreement in writing between parties.

E. Fees & Payment

- E.1** At the Consultants discretion, the Consultant may require payment in advance of undertaking the Agreed Services of up to 100% of the Consultants Fee. Where appropriate, this will be expressly declared in the Agreement.

- E.2** In carrying out the Agreed Services at the end of each calendar month or upon completion, the Consultant will submit invoices and/or applications to the Client for works completed or undertaken and expenses incurred during that calendar month against the Consultant Fee for carrying out the Agreed Services.

- E.3** The Client must pay the Consultant in accordance with this Agreement the element of the Consultant Fee due under Clause E.2 plus expenses occurred at time of invoicing. The due date for payment of the Consultant's account must be made within thirty (30) calendar days from the date of invoice. The final date for payment shall be the due date plus 1 calendar day. All fees that remain unpaid thereafter will incur interest charges at a rate of $\text{libor} + 4\%$ per annum, calculated on a daily basis.

- E.4** All Consultant Fee(s) quoted within the above Agreement are exclusive of Value Added Tax (VAT). VAT will be charged at the current rate where applicable.

- E.5** Where this Agreement has been entered into by an Agent (or a person purporting to be an Agent) on behalf of the Client, the Agent and the Client shall be jointly and severally liable for the payment of the consultant fee due to the Consultant under this Agreement.
- E.6** The Client cannot deduct, withhold or reduce any sum payable to the Consultant under this Agreement by reason of claims or alleged claims against the Consultant.
- E.7** The Client must notify the Consultant within 7 Days of receipt of invoice in writing to finances1@ground-control.co.uk of any dispute or query regarding fees, and give the Consultant sufficient details to be able to respond. The dispute resolution procedure in section H shall apply to any such disputes on fees.
- E.8** Where, for any reason, the Consultant provides only part of the Agreed Services as set out in the Agreement, the Consultant shall be entitled to payment in full for all services completed together with a fair and equitable proportion of the outstanding fee, to reflect the portion of partial services completed.

F. Insurance & Liability

- F.1** The Consultant will maintain the following insurance:
- F.1.1 Professional Indemnity, £10,000,000
 - F.1.2 Employers Liability, £10,000,000
 - F.1.3 Public Liability, £5,000,000
- F.2** The Consultant shall take out and use reasonable endeavors to maintain appropriate insurance cover throughout the duration of the Contract and for the appropriate limitation period thereafter.
- F.3** If the Consultant is liable to the Client (whether in contract, tort or otherwise), the Consultant will only be liable for any reasonable foreseeable and fully mitigated damage, loss or expense incurred by the Client, caused directly by a breach of the Consultant's legal obligations. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss of profit, howsoever arising whether in contract tort or otherwise.
- F.4** The extent of the Consultant's liability (whether in contract tort or otherwise) is reduced proportionately to the extent that the Client and/or any other person, including any third party, has contributed to the claim, liability, damage, loss or expense and irrespective of whether such contribution arises in contract, tort or otherwise.
- F.5** Neither the Consultant nor the Client shall be liable to the other for any loss or damage unless a claim (whether in contract, tort or otherwise) has been filed in Court, or any Tribunal which has jurisdiction to determine a claim, within six years of the date of the act or omission giving rise to the claim or within the limitation period set by the applicable limitation of action statute to which the claim relates, whichever is the earlier provided always that nothing in this clause shall be construed to exclude any compulsory limitation of action provisions which cannot by law be excluded or restricted in any contracts made between the parties.

- F.6** In the circumstances where the Agreed Services (as described in this Agreement) are reduced, limited or varied by later agreement or the Agreement is ended prior to the completion of the Agreed Services, the Consultant's liability will attach only to those services actually performed and then only to the extent that the reduction of that part of the Agreed Services has not compromised or not denied the Consultant the opportunity to correct the performed services or to otherwise mitigate the Client's loss.
- F.7** The Consultant is not liable for any damage, loss or expense incurred by the Client as a consequence of any change that the Client or any other person makes to the Consultant's documents or from any variation to the Works from the Consultant's documents without prior written approval by the Consultant.
- F.8** The Consultant shall not be liable to any person other than the Client, and disclaims responsibility, in contract, tort or otherwise, for any liability, damage, loss or expenses suffered or incurred by such person, including any third party. In the event that the Project to which the Consultant's services relate is leased, transferred, sold, or otherwise disposed of in part or whole to other persons, then the Client warrants that such persons shall be advised in writing that the Consultant accepts no responsibility in law to them. In the event of breach of this clause, the Client and in the case of a company its directors, shall fully indemnify the Consultant against any claim by such persons, whether such claim is in tort or otherwise.
- F.9** The maximum aggregate amount payable by the Consultant, whether in contract, tort or otherwise, in relation to claims, liabilities, damages, losses or expenses is limited to the Consultant's fee for the Agreed Services.
- F.10** The Client shall indemnify the Consultant against the adverse effects of all claims including claims by third parties which arise out of or have a connection with the Agreement and are made after the expiry of the period of liability referred to earlier. For avoidance of doubt the indemnity includes claims in negligence made against the Consultant.
- F.11** The Client acknowledges that the Consultant operates through employees, directors and sub-consultants and agrees that no reliance has or will be placed on them personally by the Client in connection with this Agreement on the performances of the Agreed Services.
- F.12** The limitations of liability as described above will apply to the maximum extent permitted by law and will confer to any extent relevant a benefit on the employees, directors or sub-consultants of the Consultant.

G. Copyright and License

- G.1** The Consultant retains Copyright and Intellectual Property rights in all surveys, designs, drawings, plans, specifications, design details, photographs, and any other materials provided by the Consultant in connection with the Project ("the Materials").
- G.2** The Consultant grants, subject to payment of all outstanding fees, to the Client a non-exclusive limited license to use and reproduce the Materials for all purposes relating to the Project.

- G.3** The Consultant shall have no liability for any use of the Materials other than that for which the same were originally prepared and provided
- G.4** If the Client or Consultant rightfully terminates the Agreement as specified in section J, the license granted under section G will be revoked.
- G.5** If the Client wishes to use any parts of the Materials for any further stage or extension of the Project, any major alterations to the completed works or for any other project, and the Consultant is not appointed to provide related services, the Client must obtain the Consultant's prior written consent which may include conditions relating to each re-use including but not limited to the payment of a reasonable license fee.
- G.6** At the completion of the Agreed Services or in the event of the termination of this Agreement, the Client will be entitled to retain one copy of the Materials in printed or passive electronic form such as PDF. The Consultant will not be required to provide any of the Materials in CAD or any other active electronic form unless otherwise stated in this Agreement.

H. Dispute Resolution

- H.1** Any disputes between the Client and the Consultant in relation to this Agreement must first be attempted to be settled in good faith. Failing resolution the Client or the Consultant may by notice require that the matter in dispute be referred to mediation.
- H.2** If mediation has not occurred or settlement is not achieved within 30 Working Days of the notice requiring mediation the Client or the Consultant may agree to refer the dispute to Arbitration or failing agreement, either party may refer the matters to the Courts for resolution. In the event of a dispute the Consultant may by notice in writing to the Client suspend its obligations under this Agreement. In that event the Consultant will not be liable to the Client or any other person for losses arising directly or indirectly from such suspension of work.

I. Notice of Defects and Timelines

- I.1** If, during the term of this Agreement or after completion of it, the Client becomes aware of any problem with the design, fault or defect in the Project, or non-compliance with the Agreed Service, the Client must promptly, but not later than 30 Working Days after becoming aware of it, notify the Consultant about it in writing. If the Client does not comply with this the Client will be treated as having waived any claim the Client may have against the Consultant (in contract, tort or otherwise) in relation to the problem, fault or non-compliance.
- I.2** Unless otherwise expressly agreed by the Consultant in writing, all timelines, schedules, milestones or dates provided by Consultant or specified in the Brief or any of the Consultant's documents which relate to the performance of the Agreed Services by the Consultant are estimates only and the Consultant shall not be in any way liable for any loss or damage arising from, or incurred in respect of, a delay in the performance of any part of the Agreed Services if performance is prevented by any reason, including because of the negligence or fault of the Consultant, its employees, directors, and sub-consultants.

- I.3** Any notice required to be given under this Agreement shall be set out in writing and shall be delivered by hand, or sent by prepaid first class or recorded delivery to the other party. Any notice shall be deemed to have been duly received on the second business day after posting.

J. Termination and Suspension

- J.1** The Client or the Consultant may terminate this Agreement by writing to the other at their last known address. This Agreement will end 21 Calendar Days after the date the notice is sent. All fees due under Clause E for works completed or in the progress of being completed plus expenses incurred to the termination date will be paid in full in accordance with Clause E.
- J.2** Without limiting any other rights the Consultant may have in this Agreement or in law or equity, the Consultant may suspend the performance of any part of the Agreed Services by way of a notice in writing to the Client if the Client fails to make full payment of all amounts due and payable by the Client under clause E of this Agreement until such payment is made in full.

K. General

- K.1** These conditions together with the terms, if any, set out within this document constitute the entire and sole Agreement between the parties and supersede any previous Agreement conditions and/or any terms and conditions contained within the Client Purchase Order, Acceptance Letter or any other form of communication.
- K.2** Upon receipt of a purchase order, signed contract or other Consultant agreeable Instruction the Consultant will commence with the Agreed Services and the Client will have deemed to accept and agree in issuing said acceptance that this agreement in full will take precedent and supersede the Client's own terms of acceptance and/or conditions issued with his own acceptance.
- K.3** This Agreement shall be governed, operated and constructed in accordance with, the law of England & Wales.
- K.4** The Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by the Client.
- K.5** Neither party shall assign or transfer this Agreement without the prior written consent of the other party.
- K.6** The Consultant shall at all times keep private and confidential all information relating to the business of the Client upon which it is engaged or to which it becomes party as a consequence of this Agreement.
- K.7** The Consultant shall not knowingly disclose or permit to disclose any information relating to the commercial, corporate or legal affairs of the Client without the Client's prior consent.

- K.8** The Consultant, for any design services, will act in compliance with Health & Safety – The Construction (Design and Management) Regulations 2015: hereafter referred to as CDM Regs.
- K.9** The Client must also be aware of and act in compliance with their duties and responsibilities under CDM Regs. The Consultant will provide advice and guidance in this regard and as required of a designer under their duties.