



Dated: 4 September 2025

**THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF
KENSINGTON & CHELSEA**

AND

CALFORD SEADEN LLP

**APPOINTMENT AS COST
CONSULTANT FOR REFURBISHMENT
OF PEMBROKE ROAD NORTH DEPOT
– CALL-OFF FROM NOTTING HILL
GENESIS DEVELOPMENT
CONSULTANT FRAMEWORK – LOT 8**

DATED: 4 September 2025

LETTER OF APPOINTMENT

From:

The Mayor and Burgesses of the Royal Borough of Kensington & Chelsea
whose registered office is at (the “**Client**” / “**We**” / “**Us**”)

To:

Calfordseaden LLP a limited liability partnership registered in England and Wales
(Company no. OC315838) whose registered office is at Devonshire House, 60
Goswell Road, London EC1M 7AD (the “**Consultant**” / “**You**”)

Dear Sirs

Project: **Pembroke Road North Depot** (the “**Project**”)

Services: **Cost Consultancy** and as more particularly set out in Schedule
1 (the “**Services**”)

We are writing to appoint you as **Cost Consultant** for the Project upon the terms and conditions set out below.

Any references to “Group Company” in this agreement shall mean any of the Client or its subsidiary or subsidiaries (of any tier) or holding company or companies (of any tier) or any subsidiary (of any tier) of any such holding company or companies and “subsidiary” shall bear the meanings given to it in section 1159 Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a), and a group company shall include any entity which is a registered society as defined in the Co-operative and Community Benefit Societies Act 2014.

These terms are as follows:

1. **SERVICES**

- 1.1 You will perform the Services in accordance with our reasonable instructions. You acknowledge that we will rely upon and shall continue to rely upon the performance of the Services. You will perform the Services having regard to the contents of our brief for the Project, which is appended at Schedule 1. You shall immediately notify us of any departure from our brief.
- 1.2 To the extent that our brief and your proposal letter appended at Schedule 2 conflict, or the proposal letter contains greater detail, then the provisions of the proposal letter shall prevail.

2. WARRANTY

- 2.1 You warrant to us that you have exercised and that you will continue to exercise in the performance of the Services the reasonable skill, care and diligence to be expected of a competent and appropriately qualified **Cost Consultant** experienced in carrying out like services to the Services in respect of projects of similar type, size, scope, value, nature and complexity to the Project.
- 2.2 You warrant to us that you have exercised and shall continue to exercise the reasonable skill, care and diligence referred to in clause 2.1, to ensure that you have not specified or authorised for use and that you have not and will not knowingly permit the use of in the Project:
- 2.2.1 any of the materials identified as potentially hazardous in the British Property Federation/British Council for Offices report Good practice in the selection of construction materials (current edition);
 - 2.2.2 any other material which (or the use of which) does not comply with relevant British Standard specifications and codes of practice and good building practice current at the time of specification or authorisation or is otherwise generally known within your profession at the time of specification or authorisation to be deleterious or harmful to health or to the durability of the Project in the circumstances in which it is proposed to be used;
 - 2.2.3 any materials that do not comply with the requirements of the Building (Amendment) Regulations 2018 or any materials that do not comply with any other statutory requirements; and

you shall notify us promptly if you become aware of any proposed or actual use in the Project of any material which falls within clause 2.2.1 and/or 2.2.2 and/or 2.2.3 or if any British Standard or code of practice relevant or applicable to the Project or any part of it or any statutory requirements in relation to the specification of materials is altered or amended following specification or authorisation but before practical completion of the works in relation to the Project . For the avoidance of doubt, reference to “authorised” or “specified” and “authorisation” or “specification” in this clause 2.2 only applies where you are required to authorise or specify the use of materials as part of the Services.

- 2.3 You acknowledge the role of the person so named in Schedule 3 or another person appointed by us to perform the functions of Principal Designer under the CDM Regulations for the Project and you shall at all times provide such assistance to the Principal Designer as reasonably requested either by us or the Principal Designer.
- 2.4 You acknowledge that in the future the Council may appoint a Principal Designer and Principal Contractor under Part 2A of the Building Regulations 2010. Insofar as relevant to your role as Cost Consultant, you, shall at all times provide such assistance to such Principal Designer and Principal Contractor as reasonably requested either by us or the Principal Designer/ Principal Contractor.

3. **PROFESSIONAL ADVISERS**

You shall regularly liaise and consult as necessary with all other professional advisers as listed in Schedule 3 and as may otherwise be notified to you by us from time to time and have regard to any opinions or comments which they may have. You shall keep each of them and us fully informed of all matters relating to the Services.

4. **PERSONS**

4.1 The overall performance of your Services will (as far as reasonably practical) be directed by and under the control of Adam Reeve who will give the Project his/her close and personal attention.

4.2 The remainder of your team on the Project shall be as agreed by us from time to time (such agreement not to be unreasonably withheld or delayed) and you shall not make any changes without prior reference to us. You shall allocate to the Project sufficient and appropriate numbers of appropriately qualified personnel as may be necessary, who are suitably skilled and experienced to perform the tasks assigned to them, to ensure at all times the proper, effective and efficient performance of the Services. You shall ensure that the persons undertaking Services and/or overseeing and supervising the delivery of Services maintain professional memberships / certifications as referred to in Schedule 1 and shall provide evidence to us upon request. You shall ensure that your organisation and the individuals and any sub-consultants employed to carry out the Services have the necessary and appropriate technical and behavioural competence to perform the Services for the Project. Such judgement shall be made by reference to law/regulation and relevant industry standards and best practice on competence, including in relation to building safety. You shall provide evidence of such competence to us upon request. By accepting this appointment, you hereby warrant that you are satisfied that you have the necessary competence to undertake the Services for the Project.

4.3 We shall be entitled to require the removal of any person engaged in the performance of the Services if, in our reasonable opinion, his/her performance is not satisfactory. You shall promptly replace such a person with a person previously approved by us (such approval not to be unreasonably withheld or delayed).

5. **FEE**

5.1 We shall pay you for the performance of the Services a fee of £76,763 (excluding VAT) in accordance with the provisions of Schedule 2.

5.2 If the nature and scope of the Project or of the Services is materially altered in accordance with our requirements, we shall agree a fair and reasonable adjustment to the fee with you (and a consequential adjustment to the instalments set out in Schedule 2 where applicable) to reflect any substantial increase or decrease in the work required of you resulting from the alteration. For the avoidance of doubt, a delay to the programme for completing the Services will only amount to a material alteration for the purpose of this clause where you can demonstrate that the delay has resulted in a substantial increase in the work you are required to undertake.

6. AUTHORITY

You shall not have any authority whatsoever to act on our behalf or purport to bind us to third parties without first obtaining our prior written approval.

7. INSURANCE AND INDEMNITY

- 7.1 You shall take out and maintain professional indemnity insurance for 6 years following completion of the Services with a limit of indemnity of £5,000,000.00 (five million pounds) for each and every claim, (however such limit may apply in the aggregate in any year of insurance in relation to claims arising out of pollution and/or contamination, asbestos and fire safety) in respect of negligence, omission or default in the performance of the Services for so long as such insurance continues to be available in the UK market from reputable insurers on reasonable terms and at commercially reasonable premium rates, be subject only to such conditions and excesses as may be usual in the UK market at the time, and taking no account of your claims record.
- 7.2 The insurance referred to in clause 7.1 shall be placed with reputable insurers of good standing. You shall provide a certified broker's certificate to us upon request to demonstrate that the insurance required by clause 7.1 is being properly maintained.
- 7.3 You shall be liable for and shall indemnify us against any loss, damage, cost, expense, liability, claims and proceedings whatsoever in respect of any personal injury to or death of any person whomsoever; and indemnify us against any reasonable, properly mitigated, directly attributable and legally enforceable loss of or damage to any property whatsoever arising out of or in the course of the performance of the Services and due to any neglect, error, act or omission of you or any of your employees.
- 7.4 You shall maintain public liability insurance for the duration of the Services to provide cover for claims resulting from personal injury and death and for third party property damage with a limit of indemnity of £5,000,000.00 (five million pounds) for each and every claim. You shall maintain employer's liability insurance for the duration of the Services for no less than the minimum amount required by law.
- 7.5 Notwithstanding anything to the contrary in this Agreement, the liability of the Consultant under or in connection with this appointment whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect to personal injury or death) shall not exceed the amount of cover of the professional indemnity insurance.

8. COPYRIGHT AND CONFIDENTIALITY

- 8.1 Copyright in all documents and other work and the contents of them shall remain your property, but you grant us an irrevocable royalty-free non-exclusive licence to make full use of all or any such documents and work prepared by you for all purposes relating to the Services and the Project, including, but without limitation, the execution and completion of the Project and the subsequent use, operation, maintenance, letting, occupation, management, sale, promotion, advertisement, extension, alteration, reinstatement, refurbishment and repair of the Project and notwithstanding any termination of your appointment pursuant to the provisions of this letter. We shall also be

entitled to grant sub-licences to others and these shall be transferable to third parties. You shall not be liable for the use of such documents for any purpose other than that for which they were prepared and provided. You shall not be liable for any use by us of any such documents for any purpose other than that for which the same were prepared by you.

- 8.2 You will not without our prior written approval take or permit to be taken any photographs of the Project for use in any publicity or advertising or publish alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Project, nor impart to any publication, journal or newspaper or any radio or television programme any information regarding the Project or refer to the Project for marketing purposes.

9. ASSIGNMENT

You shall not assign or transfer any right or obligation in relation to the Services without our prior written consent and, in particular, you shall not, without our prior written consent, sub-contract to any person the performance of any of the Services. We shall be entitled to assign or transfer all or any of the benefit of this letter to any person with an interest in the Project without your consent being required (subject to a maximum of two such assignments) and to any party providing finance to us in connection with the Project or any Group Company without your further consent being required. Assignments to a fund or a company within the same group as us shall not count towards such two occasions.

10. TIME FOR PERFORMANCE

- 10.1 You shall proceed with the Services regularly and diligently and shall at all times comply with any specific programme agreed between us in respect of your Services.
- 10.2 You shall keep us fully and properly informed on all aspects of the progress and performance of the Services and any potential delays to the completion of the Services.

11. TERMINATION AND SUSPENSION

- 11.1 We shall be entitled by giving no less than 7 days' notice in writing to you at any time forthwith to terminate your engagement under this letter. In particular, you acknowledge that this entitlement shall apply at the end of RIBA stages 2,3 and 4 according to our decision at those points about whether the Project should continue.
- 11.2 Alternatively, we shall be entitled by notice in writing to you at any time forthwith to require you to suspend performance of the Services. If we do not require you to resume the Services within 12 calendar months from the date of such notice, either of us may then forthwith terminate your engagement under this letter.
- 11.3 If you are in breach of your obligations under this letter and fail to remedy such breach within 7 days of written notice from us to you specifying the breach and requiring its remedy, we may forthwith terminate your engagement under this letter. In the event of a material breach by us of our obligations under this letter

(where such breach is not caused by any breach, negligence, omission or default on your part) you may give notice to us specifying the breach and requiring its remedy. If we fail to remedy the breach within 30 days of such notice, you may give us notice terminating your engagement under this letter with immediate effect.

- 11.4 Upon any such termination or suspension under this clause 11, you will take immediate steps to bring to an end the Services in an orderly manner and shall cause to be delivered to us all drawings, details, specifications, documents and other work, whether in the course of preparation or completed by you at the date of termination or suspension.
- 11.5 We shall pay to you any amounts which have accrued due under the terms of this letter prior to the date of such termination or suspension but without prejudice to our rights and remedies in relation to any negligence, omission or default by you prior to such date.
- 11.6 The provisions of this letter shall continue to bind both of us, notwithstanding such termination, so far as may be necessary to give effect to our respective rights and obligations.

12. LAW & DISPUTES

- 12.1 You shall comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the works and Services (and without limitation the Bribery Act 2010 and Modern Slavery Act 2015) and you warrant that no act, omission or default by you in relation to the works and Services shall constitute, cause or contribute to a breach by us of our obligations under any statutory requirement or any other contract or agreement to which we are a party.
- 12.2 This letter shall be governed by and construed in accordance with English law. Any dispute or difference between us may be referred to adjudication under the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended), in which event the adjudicator shall be, a person appointed by the Royal Institute of Chartered Surveyors.
- 12.3 Subject to the foregoing, any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.

13A. DATA PROTECTION

- 13A.1 The parties shall each comply with all legislation relating to data protection as independent data controllers.

13. THIRD PARTIES

The parties hereby confirm that, notwithstanding any other provision of this letter, nothing in this letter is intended to confer on any person any right to enforce any term of this letter which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

14. **LIMITATION**

- 14.1 Save where extended by any statutory requirements, your liability under this agreement shall expire **6** years from either completion of the Services or practical completion as certified pursuant to the terms of the building contract relating to the Project or from termination of this agreement (whichever is later) ("**Limitation Date**"), save in respect of any claims notified before or on the Limitation Date. No action or proceedings for any breach of this agreement may be commenced against you after the Limitation Date.

15. **MISCELLANEOUS AND COMPLIANCE**

- 15.1 You shall allow us (and our auditors or advisors) to access your relevant records, systems, employees or agents, and those of your sub-contractors, as we may reasonably be required to do so in order to fulfil any legally enforceable request by any regulatory body or to ensure compliance with this agreement or any of our corporate policies.
- 15.2 In carrying out the Services, you shall at all times comply with clauses 18 (Freedom of Information), 28 (Modern Slavery) and 29 (London Living Wage) of the framework agreement for the provision of consultancy services entered into between you and Notting Hill Genesis dated 9th June 2022 which are hereby deemed to be incorporated into this agreement, and the obligation to comply with these provisions shall continue for as long as you are required to perform the Services.
- 15.3 You shall hold electronic information in respect of us and the Project in a secure manner and in line with our minimum requirements (as may be updated) and notified to you, and in accordance with all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including data protection legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Signed by a duly authorised signatory

for and on behalf of ***The Mayor and Burgesses of the Royal Borough of Kensington & Chelsea***

Kar Yee Chan
Kar Yee Chan 54/871/2526
Principal Solicitor
Authorised Signatory

Signed by Jonathan Harris)
for and on behalf of *calfordseaden LLP*)
)

JH
.....
Member

Signed by Michael Anderson)
for and on behalf of *calfordseaden LLP*)
)

Michael Anderson
.....
Member

SCHEDULE 1 - THE SERVICES

As per the attached PRND Resource Brief for Consultancy Services dated July 2025.



THE ROYAL BOROUGH OF
**KENSINGTON
AND CHELSEA**

Royal Borough of Kensington & Chelsea
Capital Projects and New Homes
Social Investment and Property

Pembroke Road North Depot Remediation Works

The Northside Garages
78 Pembroke Road
London
W8 6PW

Resource Brief

For

Cost Consultant Services

Date: July 2025



DOCUMENT CONTROL – CHANGE HISTORY

Version	Author	Date	Change
V1	Sukh Lall	18/06/25	Draft for Review & Comment
V2	Sukh Lall	23/06/25	Issued for Pricing

REVIEWERS

Version	Reviewer	Role
V1	Stacy Hislop	SIP Capital Delivery Programme Manager
V1	Katherine Parkinson	SIP Senior Construction Procurement Manager

DISTRIBUTION

Version	Name	Role

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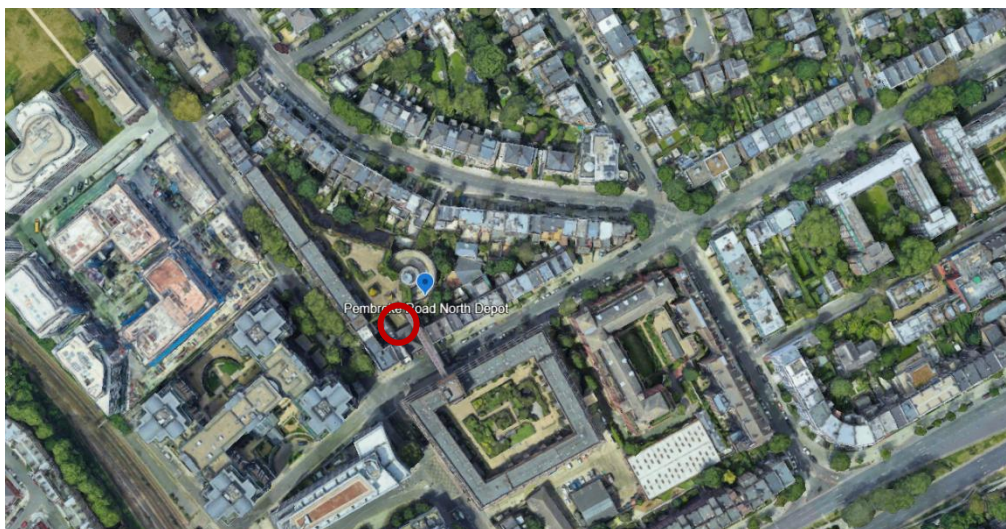
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1. PROJECT DEFINITION

1.1. BACKGROUND

- 1.1.1. The Pembroke Road North Depot (PRND) at W8 6PW is a multi-functional facility operated by the Royal Borough of Kensington and Chelsea (RBKC).
- 1.1.2. The Northside Garages building has significantly deteriorated since its construction CIRCA 1970, and in its current condition, poses significant health and safety risks to the depot operation and residents due to the deterioration of the reinforced concrete structure and corrosion of the pedestrian footbridge linking Broadwood Terrace and Chesterton Square.
- 1.1.3. A Dangerous Structure Notice was issued on 24 November 2023. Following safety works by Building Control, the notice was downgraded to a 'Neglected Structure' on 28 June 2024 following safety works completed with the introduction of temporary propping to the basement and ground floor by Building Control in June 2024.
- 1.1.4. The building is located to western end of Pembroke Road at the junction with A3220. The building is formed on in a triangular configuration over five stories as follows:
- PRND - Basement, Ground Floors
 - Car Parking – 1st & 2nd Floors
 - Residential Apartments – 3rd & 4th Floors
- 1.1.5. The construction of the building comprises a loadbearing concrete frame with concrete decks spanning between concrete columns and beam. Access to the floor is provided via a circular ramp. The external fabric is formed with traditional cavity brickwork spanning between the storey heights of the load bearing frame. The residential apartments are located on the 3rd floor and above. These also constructed using a concrete frame and floor decks, with the main elevations formed with storey high cavity brickwork.



- 1.1.6. The building was originally designed by Arup Associates in 1970 as a mixed use central depot space for the Councils waste refuse fleet parking and housing accommodation as part of the Chesterton Square and Broadwood Terrace estate.
- 1.1.7. The Council has committed to completing a scope of remediation works needed to make the building safe and bring it back into use as the main refuse vehicle depot in the borough by the end of 2026.
- 1.1.8. The depot remediation works will include structural repairs to the load bearing frame, floors, ceilings and columns. The works will also include repairs to the car park ramps, upgrades and replacement of existing mechanical and electrical systems, including fire safety and warning systems.
- 1.1.9. In 2024, the Council commissioned a condition based appraisals to be completed of the building structure, mechanical and electrical systems as part of a RIBA Stage 1 Feasibility. The following reports were issued as part of the feasibility:
 - Beta Refurbishment Appraisal Report Rev A2 dated 23/05/25
 - Building Services Consulting Engineers (BEC) – MEP Condition Report Rev 01 dated 26/09/24
 - BEC Building Services Feasibility Report Rev P03 dated 15/11/24
 - Hydrock Benchmark Fire Safety Strategy Report dated 05/02/25
- 1.1.10. Copies of the surveys and investigation reports completed as part of the Feasibility Study are included in Appendix A. These studies are to be reviewed, validated and challenged as part of the MDDT appointment to inform the designs of for the remediation works at the depot and link bridge.
- 1.1.11. Options to explore the short, medium, and long term uses of the depot building were presented. This exercise defined the client brief for the remediation of the PRND (excluding the residential apartments) to ensure the depot can remain functional and operational for a medium term of at least 15 years, reducing the need for costly reactive maintenance, repairs, and replacement of systems which have reached the end of life.

2. THE PROJECT OBJECTIVE

- 2.1. The Royal Borough of Kensington & Chelsea (RBKC), wish to commission a Cost Consultant as part of the project team which comprises a full multi-disciplinary team (MDDT), including a Lead Consultant and other appropriate professionals.
- 2.2. The appointed Cost Consultant will be responsible for providing cost management and financial oversight throughout the development of the designs, scope of enabling works, and delivery of the main remediation of the depot.
- 2.3. The outline scope of work detailed below will ensure the building can be brought back into safe to use considering its unique mixed use comprising a depot for refuse vehicles, car parking, and residential accommodation above.
 - Structural - Repairs and improvements to loadbearing frame, concrete decks/soffits & link bridge

- MEP - Replacements of end of life systems
- Fire Warning – New Sprinklers / Dry Riser installations
- Ventilation – New ventilation and extract systems to depot and car park areas
- Fire performance – Improvements to loadbearing elements considering use of the depot for diesel / hybrid / electric vehicles

2.3. **Aims**

- Provide expert cost management and financial oversight throughout the development of the designs and delivery of the project for a scope of remediation works so the depot can be brought back into use by the end of 2026
- The remediation works to be completed are to allow for a minimum of 15 year use for the depot.
- The depot is safe to use on completion of the works, considering the residential accommodation located on the upper floors of the building.
- That the designs, remediation works, and operational use of the depot take into account the Council's ambition for buildings they own to be Net carbon zero where possible.

2.4. **Objectives**

Address Dangerous Structure Notices and Structural Safety

- Assess and respond to all works required to address concerns raised and identified in the Dangerous Structure Notices and condition based survey report prepared as part of the Feasibility Study affecting the building and link bridge.
- Design and deliver structural remedial works to restore full stability and safety compliance for the building and link bridge.
- Ensure compliance with current Building Regulations, including structural fire resistance.

Deliver Structural Repairs and Building Envelope Remediation

- Design repair strategies for defective concrete elements, including frames, ramps, slabs, columns, and link bridge.
- Detail further surveys/investigations required, and coordinate these to inform engineering design.

Replace End-of-Life MEP Systems

- Undertake full MEP condition assessments against the condition based survey report prepared as part of the Feasibility Study.
- Design and specify complete replacement of mechanical, electrical, and public health systems.

- Ensure all new systems comply with current and are energy-efficient and maintainable.

Replace Fire Protection and Life Safety Systems

- Design and implement passive fire protection including compartmentation, fire stopping, and structural fireproofing.
- Design new active fire systems including sprinklers, alarms, emergency lighting, and smoke ventilation.
- Ensure full compliance with Building Regulations, British Standard, and current Regulations

Replace Ventilation and Extract Systems to Enable Safe Smoke Extraction & Operation for Diesel/Hydrotreated Vegetable Oil (HVO) Refuse Vehicle Fleet

- Design and implement systems to manage risks associated with diesel/HVO engine emissions, and vehicle operations.
- Ensure full compliance with Building Regulations, British Standard, and current Regulations

Improve Mechanical Ventilation and Environmental Controls

- Design and implement new mechanical ventilation systems suitable for smoke extraction and vehicle emissions to the working depot, and car parking areas.
- Ensure full compliance with Building Regulations, British Standard, and current Regulations

Support Depot Reoccupation and Operational Continuity

- Review and sequence design and construction phases to allow for staged delivery where feasible. (e.g. removal of temporary propping, enabling and strip out works, construction works).
- Develop construction logistics and phasing plans aligned with RBKC requirements.

Ensure Statutory Compliance and Design Assurance

- Coordinate planning, Building Control, and fire authority consultations as required.
- Provide design assurance documentation and support statutory approvals.
- Contribute to governance reporting, procurement support, and client stakeholder engagement as required.

3. SCOPE OF WORKS

3.1. Cost Consultant

- 3.1.1. The appointed Cost Consultant shall provide cost management and financial oversight throughout the development and delivery of the project. The cost consultant will ensure that the project remains financially viable, aligns with budget constraints and delivers value for money.
- 3.1.2. The consultant shall undertake a comprehensive review of the RIBA Stage 1 Feasibility documents prepared by the consultants indicated in section 1.1.9. This review shall include, but not be limited to, the following tasks:
- Fully familiarise themselves with the scope, content, and conclusions of the RIBA Stage 1 Feasibility documentation, with particular attention to the high-level budget cost estimates.
 - Review the high-level budget costs provided at Stage 1 to assess whether they are reasonable and within an appropriate range, given the limited design information available. This should include benchmarking against similar projects.
- 3.1.3. Upon finalising the review, the consultant shall provide a validation report summarising the findings of the RIBA Stage 1 review. The report should identify any significant cost related risks and provide an opinion on the robustness of the high level budget costs estimates provided against the outline scope of the project.
- 3.1.4. The appointed Cost Consultant will provide full cost management services throughout the design and delivery of the remediation works at PRND.
- 3.1.5. In addition to traditional capital cost control, the Cost Consultant will assess life cycle costs to support long term value and operational efficiency.
- 3.1.6. The Cost Consultant RIBA Stage 2-6 services shall include but not be limited to the following:
- Review and validate high-level budget estimates from earlier stages. Assess whether the proposed costs are within an appropriate range based on available information.
 - Develop and maintain a structured elemental cost plan, with formal updates issued at the end of each design gateway (RIBA Stages 2, 3, and 4).
 - Cost updates are to reflect evolving design, scope, and risk management ensuring alignment with the approved project budget.
 - Provide indicative whole-life cost assessments to inform design and construction, operational and maintenance requirements for the use of the depot.
 - Prepare detailed pre-tender estimates based on the finalised technical design.
 - Support value engineering exercises to optimise cost efficiency to align with project budgets.
 - Provide input into procurement strategy development, including advice on packaging, phasing, and contract options.
 - Coordinate with the whole project team and prepare a full pack of tender documentation based on the selected procurement strategy.
 - Complete a tender costs evaluations.
 - Prepare a Tender Report with Contractor recommendations.

- Monitor and control capital expenditure during the construction phase.
- Assess and certify interim payment applications, evaluate variations, and maintain accurate cost reporting.
- Forecasts of the final account and any life cycle cost implications arising from design or construction changes.
- Prepare and agree the final account with the contractor.
- Provide post-completion cost reporting, including a summary of capital and life cycle cost performance.
- Contribute to lessons learned to inform future project delivery and asset management.

This is not an exhaustive list, and the appointed consultant will be expected to have read through the required schedule of services included in Appendix A.

- 3.1.7. A range of building professionals are expected to be appointed including the specialist consultants detailed below. The cost consultant is expected to manage all cost information as part of the design development to enable robust project costs plans to be prepared at the end of each RIBA stage.

As a minimum the following disciplines are expected to be appointed:

- Lead Consultant
- Architectural Services
- Technical Advisor
- Mechanical & Electrical Engineering Services
- Structural Engineering Services
- Fire Engineering Services
- Principal Designer
- Fire Sprinkler Design services
- Smoke Extract & Ventilation Engineering Services
- RBKC Building Control

- 3.1.8. The designs/costs for early works packages and remediation works should consider the unique use of PRND and allow the further building use for a minimum of 15 years.
- 3.1.9. The Cost Consultant shall prepare and manage project cost estimates to maintain the project budget.
- 3.1.10. When needed the consultant shall complete value engineering exercises with support from the project design team to manage the project budget effectively with input from the design team.
- 3.1.11. There will be an expectation that the Multi-Disciplinary team will develop designs to a zero-carbon solution. Where this is not possible the design shall reduce the carbon footprint of the completed works and comply with the 'Climate Emergency Action Plan' with ambitions for buildings to be Net zero carbon use by 2030, and for the whole borough to become Net zero carbon use by 2040.

4. DESIGN CONSIDERATIONS

4.1. The design should consider (but not limited too):

- Appropriate design coordination/adaption/conflict of services for the residential apartments located on the 3rd floor of the building and other users of the car park.
- Design coordination with the installation of a new sub-station transformer.
- Engage with key stakeholders, RBKC Building Control, Housing Management Team, Depot and Service Provider Teams, RBKC Fire and Safety Officers, etc.
- The design must be fit for purpose and age appropriate in terms of product selection and robustness/safety,
- When specifying products, the design team must consider the future maintenance requirements and how these can be simplified.
- Ensuring all designs comply with relevant regulations and guidelines,
- Deliver high levels of sustainability throughout the design, construction, and operation.
- Provide further information and investigations (including intrusive), missing from the initial feasibility information
- Consult with planning (inc. Design Review Panel), building control, fire and conservation officers (and any other statutory bodies) as required.
- Conduct risk assessments on the design, health and safety hazards with the Principal Designer
- Required collateral warranties to be identified
- Ensure full co-ordination across all services including IT, facilities, service provider operations.
- Identify and take into consideration any required services isolations, disconnections, temporary requirements to suit a scope of enabling works to remove temporary propping, and phasing of the enabling and remediation works.
- Deliver a robust and comprehensive traditional design sufficient to support a full bill of quantities for a traditional procurement route. Permission for any Contractor Design Proportion's will be required from the Project Manager and made clear at each RIBA Stage
- Completion of an equalities impact assessment (which will be required to facilitate a construction award)
- Assess capacity/suitability of all existing mains services and determine suitability to meet the design requirements.
- Engage with utility providers to obtain quotations for new service installations/diversions as required to deliver the designs.
- Design new service installations to meet the design requirements.
- Utility metering/monitoring during construction work
- The construction activity must maintain a safe fire exit route from the building at all times
- On completion, production of an energy management certificate
- Consider aftercare arrangement for 12 months from practical completion for main construction works.
- Provide information for project life cycle costing to be prepared.

4.2. The design requirements are to be further developed during the design stages and costed, with updated project cost plans provided at the end of each RIBA stages 2-4.

5. PLANNING, BUILDING CONDITION STANDARDS AND COUNCIL POLICIES

- 5.1. To meet the Council's policies and priorities, including planning, building condition standards that guide development and ensure the borough's built environment is safe, sustainable, and in line with community needs, current regulatory control, and building performance standards for buildings.
- 5.2. To provide a high-quality, sustainable outcome delivered within a best value investment approach.
- 5.3. The Pembroke Road Depot (PRND) is located within the Edwards Square/Scarsdale & Abingdon Conservation Area. The appointed MDDT Lead Consultant shall be responsible for conducting thorough checks to determine and securing any statutory approvals required to complete the enabling package and remediation works to the depot and link bridge.
- 5.4. The appointed MDDT Lead Consultant shall be responsible for ensuring compliance with all relevant statutory approvals such as Planning, Building Regulations, Building Act, as part of the remediation works at PRND.

6. SCOPE OF SERVICE

- 6.1. For the purposes of this Consultancy commission the Council are seeking a fee proposal to review the RIBA stage 1 Feasibility cost information and provide a fee proposals for both traditional and two stage procurement options. The expected form of contracts being a JCT Standard Form or Design & Build Contracts 2024 (depending on the chosen procurement route).
- 6.2. The final decision on the procurement method will be made after the consultants review and validation of the RIBA stage 1 feasibility information. Therefore, the consultants fee proposal should reflect the costs for both options to facilitate a transparent comparison, when a decision on the preferred option is made.
- 6.3. The scope of the Cost Consultancy services (RIBA 2-6) shall be provided in accordance with this Resource Brief. The consultant shall read and note all requirements of this Resource Brief. Should any clarity or further information be required on the requirements of the above the consultant shall request this at tender stage. This will also be used as a measure of the consultants understanding of the brief and to avoid any misunderstanding or interpretation of this document.
- 6.4. It is expected that the cost consultancy services will be provided by qualified professional who have experience working on similar remediation projects. These professionals shall be responsible for managing cost to meet with project budget constraints.
- 6.5. The consultants will be required to issue cost reports, on a monthly basis which shall include any project risks related to costs. The cost reports are also to be included as part of the end of RIBA stage Gateway reviews
- 6.6. Fees are requested based on providing cost consultancy services to support RIBA 2-6. However, RBKC reserve the right to terminate the appointment of the cost consultant at the conclusion of RIBA stages 2,3, or 4, due to any decision made by the

Council not to proceed with the remediation works at PRND because of changes in the project scope, funding, or strategic priorities.

- 6.7. Undertake regular site inspections to assess and certify interim valuations, applications for payments.
- 6.8. Maintain cost report and cash flow forecasts, report expenditure against budget, and final account position against the agreed contract sum.
- 6.9. Evaluate and agree variations, provide cost impact advice on design or programme changes.
- 6.10. Advise on contractors claims and dispute resolution.
- 6.11. Attend cost control and governance meetings.
- 6.12. Prepare and agree final account with the contractor.
- 6.13. Provide input into post completion reviews or lessons learned sessions.
- 6.14. The costs consultant shall provide life cycle costs for 15 years operational use of the depot on completion of the works in accordance with the RICS; Life cycle costing 1st edition, April 2016 (or the most up to date version of this guidance).
- 6.15. There will be an expectation that the design team will develop a zero-carbon solution and where possible.

7. FINANCIAL

7.1. Budget

- 7.1.1. The anticipated construction budget is £8m. A separate project contingency will be held outside of this budget and managed by RBKC. Project cost and budget reviews will be completed at each RIBA stage.
- 7.1.2. When pricing the Consultant should allow for fee percentage to be levied using the agreed framework rates should the construction values of the remediation works vary from the figures above once all surveys / assessments have been undertaken.

7.2. Cost Reports

- 7.2.1. The cost consultant will prepare cash flow forecasts and report expenditure against budget during RIBA stages 2-4. The consultant shall report the final account position against the agreed contract sum during RIBA stages 5-6.
- 7.2.2. The cost consultant will be required to obtain the required cost information from other consultants as part of the cost reports presented at the end of RIBA stage gateway reviews and the Pre Tender Estimates.
- 7.2.3. As part of the Life Cycle Cost shall assess the costs performance of the construction work, future maintenance and operational costs to support the operation of the depot for 15 years.

7.3. **Value Engineering**

- 7.3.1. The Council is required to demonstrate how it will achieve value for money through investment, and it is expected that throughout the life of the project, and the cost consultant in conjunction with the MDDT will need to demonstrate how a high-quality sustainable and best value outcome can be achieved throughout the life of the project.
- 7.3.2. This brief emphasises the importance of Value Engineering and that its purpose is not to simply reduce cost but to test the design in terms of function, cost, life span, durability and maintainability.
- 7.3.3. The process of value engineering should be conducted during each RIBA Stage. A specific workshop would be expected at RIBA Stage 2 and 3/4 depending on the chosen procurement route. This is also expected to be reviewed as an agenda item at project and progress meetings.

7.4 **Change Control**

- 7.4.1. The Councils change control process will be applied for all design, time, cost changes as well as expenditure of provisional sums during project delivery:
 - The contract administrator/employers agent is required to forward a draft Contract Administrator's Instruction (CAI)/employers agent instruction (EAI) to the Project Manager for approval.
 - In parallel this is issued to the project QS for costing.
 - Once approval is given by the Project Manager (either directly or via the board), the CAI/EAI may be issued.
 - Copies of VCF's will be issued to design team members as required.
 - Members of the design team must not instruct changes unless they have received approval from the Project Manager.
 - Any design changes and or instructions issued during construction which do not have approval by the Councils Major Projects Team may be liable for any associated costs of the instruction/change.
- 7.4.2 Each change control requested raised by the Project Manager will need to provide justification for change, therefore the below categories are considered:
 - (1) Unforeseen
 - (2) Design oversight in terms of –
 - (2.1) incorrect specification pre-tender
 - (2.2) missed item pre-tender
 - (2.3) co-ordination issue
 - (3) Pricing/BQ error
 - (4) Expend Provisional Sum
 - (5) Client or End User Change

7.5. **Maintenance Costs**

- 7.5.1. There is requirement to include costs for any maintenance contracts required for a 24-month period as part of the consultants cost reports.

7.6. **Programme & Procurement Considerations**

- 7.6.3 The construction will be delivered using either a traditional or two stage procurement route using the JCT 2024 suite of Contracts.
- 7.6.4 The cost consultant is required to consider any cost related risks with the contractor procurement options within all stage reports.
- 7.6.5 As the value of construction work is anticipated to exceed £8m, the procurement (tender exercise) is to be led by the Council's Strategic Procurement (SP) Team.
- 7.6.6 The procurement of a contractor will be through a Public Services Framework, and the tender documents will be loaded onto the HPCS tender portal.
- 7.6.7 For construction works procurement a suitable cost and quality submission split should be agreed for the tender. (Generally, RBKC use a 60/40 split but alternatives can be proposed if there is a clear and compelling reason to do so).
- 7.6.8 Procurement must be delivered within Council Contract Regulations, Code of Procurement and Public Procurement regulations.

8. **DESIGN TEAM MEMBERS/PROJECT STRUCTURE**

- 8.1. Following inception, a comprehensive project directory will be prepared by the Project Manager. This will be updated and distributed on a regular basis.
- 8.2. The Project Manager considers the following resource requirements will be required to deliver the works at PRND:
- Cost Consultant
 - Lead Designer/Architect/Building Surveyor
 - Civil and Structural Engineer
 - Mechanical Engineer
 - Electrical Engineer
 - Public Health Consultant
 - Principal Designer
 - Environmental services
 - Structural Engineer
 - Planning Consultant
 - RBKC Building Control
- 8.3. The senior person for each discipline will be required as part of the consultant's delivery team who shall be chartered with experience of healthcare projects.

9. **SURVEYS**

- 9.1. There is an expectation the incumbent multi-disciplinary consultant will manage the client risk and will review all surveys carried out to date.
- 9.2. The consultant is expected to commission and undertake additional surveys and investigations to inform the designs and project costs.
- 9.3. The Council's Project Manager will collate the existing survey information which is available and issue this to the appointed consultant.
- 9.4. The cost consultant shall consider as appropriate site wide information and investigations to inform the cost plan, such as existing maintenance records, O&M manuals, and asbestos surveys.
- 9.5. The MDDT are expected to provide accurate costs for undertaking surveys, managing the surveys, and translating the outputs.
- 9.6. For surveys, three quotations are to be sought for client approval for those valued between £5,000 - £100,000, and one quotation for surveys below £5,000.
- 9.7. As part of any surveys the consultant shall make time and costs allowances for making good any areas disturbed/impacted as part of the investigations.
- 9.8. A costed survey tracker must be produced for each stage report and regularly monitored. The tracker will highlight the required surveys at the relevant RIBA Stage and projected or actual cost.

10. KEY PERFORMANCE INDICATORS

- 10.1. The overall success of the project will be measured on completion through stakeholder surveys/feedback. The below KPI's are included in the overarching business case:

KPI	Criteria	Measure
KPI 1	Project is undertaken to budget comparing actual v budget costs.	To achieve 90% positive feedback from Finance Manager
KPI 2	Project is undertaken within the agreed timescales.	To achieve 90% positive feedback from the Project Sponsor/s.
KPI 3	Designs of the scheme meet service requirements.	To achieve 90% positive feedback from the Client and Project Sponsor/s.
KPI 4	No health and safety incidents take place because of project delivery	No Incidents

11. PROJECT PLANNING

11.1. APPROACH

- 11.1.1. The project will be delivered in accordance with the Council's project management framework, and recognised (Prince 2/APM) methodologies, and the consultant team will be expected to comply with these project management processes.
- 11.1.2. The project will be delivered within the Capital Programme gateway approval process as detailed in section 4.3 and 4.4 below.

11.2. **STAGE (GATEWAY) REVIEWS**

- 11.2.2. Stage (gateway) approval is required from the Client/Project Sponsor prior to proceeding to the next stage. A gateway review group will be established for this project and will consist of the following officers of the council, and the Client Design Advisor:
 - Project Sponsor
 - Head of Capital Delivery Social Investment and Property
 - Senior Project Manager Capital Delivery Social Investment and Property
 - Capital Finance
 - Building Control
 - Housing Management
 - Service Provider
- 11.2.3. At RIBA Stages 2 3 & 4 a full report will be required from the Lead Consultant and should incorporate design, and cost updates, risk and issues, and Principal Designer review in accordance with RIBA guidance notes. For the end of RIBA stages, an updated report summarising the position of the project is to be provided for a technical review.
- 11.2.4. A draft of the report is required 15 days prior to formal submission to the Gateway Review Panel for the Project Manger review and comments. The full report should be presented in A4/A3 format, all drawings and tables inserted.
- 11.2.5. The summary of each section of the report will be presented to members via overhead projector.
- 11.2.6. All key members of the design team will be required to attend this session including the principal designer and to present their summary.
- 11.2.7. The project team will be required to respond to any comments received on the gateway report within 1 week.
- 11.2.8. Each update of the RIBA Stage Report produced by the MDDT Lead Consultant is to reflect on the previous comments and offer a summary of how these comments have been considered.
- 11.2.9. Consultants must prove their own quality assurance/control for all process/documents issued. Revision records and amendment reasons must be clearly identified for all document issued.

11.3. **STAGE REPORTS**

11.3.1. The format of Stage Reports should be discussed with the Project Manager. The required details of the Design Stage Reports should typically include but not be limited to:

- Introduction (including the brief)
- Condition analysis & issues
- Option appraisals (if applicable)
- Proposed design, illustrations
- Logistics
- Project Risk Register/issues
- Updated Project execution Plan
- Detailed master programme, including milestones
- Phasing strategy, with considerations for site logistics, congestion, access, egress, and site compound
- Principal Designers report & hazard assessment matrix
- Project Risk Register
- Comments/Update from previous design stage/gateway approvals
- Project cost plan
- Procurement strategy for delivery of the works identified.
- Site Plan 1:1250 (Annotated)
- Surveys tackler – completed & planned
- Programme & Phasing
- The way forward – next steps

The content of the report will vary for different RIBA stages, and this should be reviewed and agreed with the Project Manager, in accordance with RIBA guidance notes.

11.3.2. Appendices i.e. M&E, Structural, and Principal Designer should also be included and prepared by the individual sub-consultant.

11.3.3. Comments must also be sought from the following (where appropriate) and included in the report. The MDDT Lead Consultant will take a lead on obtaining this information, this will include but not be limited to:

- RBKC Building Control
- Fire Officer
- Planning / Conservation Officer
- Housing Management Team
- Strategic Procurement
- Service Provider
- RBKC Hard & Soft Facilities Management Teams

12. HANDOVER & DEFECT PERIOD

- 12.1. One month in advance of the practical completion prepare and agree the Final Account with the contractor, ensuring all variations, loss and expense claims, and provisional sums are resolved.
- 12.2. Reconcile the forecasted cost with the actual final expenditure. Ensure all cost records, payment certificates, and change control logs are complete.
- 12.3. Contribute to benchmarking data for future projects.
- 12.4. Support the Contract Administrator in issuing the Final Certificate, confirming that all contractual obligations, including cost matters, are complete.

13.COMMUNICATIONS PLAN

- 13.1. The project manager will prepare a project directory and develop a communication plan for the project. These documents shall be regularly updated.
- 13.2. The Cost Consultant will be required to maintain regular communication with the Client/Project Sponsor and other stakeholders throughout the project in the form of gateway review meetings, project review/progress meetings and emails etc.
- 13.3. All information flow from and to the consultant will be in the first instance with the Project Manager. In addition, regular meetings with the end users will be required during design & delivery stages. Monthly meeting will be held once the project is in construction stage.

14.MEETING ATTENDANCE

- 14.1. Appointed consultants will be required to attend formal monthly design review meetings pre construction. During construction the appointed consultants shall attend monthly progress meetings. The schedule of meeting shall be agreed with the Project Manager and recorded on the meeting matrix.

15.HEALTH AND SAFETY

- 15.1. The Council requires the commission of a competent professional that will act as 'Principal Designer'.

16. ADDITIONAL INFORMATION

16.1. EXCLUSIONS

16.1.1. The project development will be contained within the present site boundaries of the site.

16.2. RELATIONSHIP WITH OTHER EVENTS

16.2.1. The Council has appointed separate consultants to undertake the RIBA 0-1 Feasibility. The completed Stage 1 Feasibility Reports are appended to this document.

16.2.2. A residents group has been established for the remediation works at PRND and footbridge. The MDDT Lead Consultant will be required to provide regular updates, and presentation on design development at residents meetings as part of their appointment.

16.2.3. Conservation area approvals

16.3. CONSTRAINTS

16.1.1. Any variance to the project brief must be reported to the Project Manager.

16.1.2. Adherence to the agreed budget must be maintained by the consultant.

16.1.3. There is an expectation that RIBA stages 2-4 are to be delivered in accordance with the budget and programme contained in this brief.

16.4. INITIAL MILESTONE PLAN

16.4.1. The MDDT Lead Consultant is to provide a milestone plan showing duration in number of weeks for the following:

1. Review and validation of RIBA Stage 1 Feasibility Information
2. Completion of further surveys & investigations
3. Commence and conclude RIBA Stage 2 designs
4. Gateway Report RIBA Stage 2
5. Commence and conclude RIBA Stage 3 designs (including scope of enabling works & remediation works)
6. Gateway Report RIBA Stage 3
7. Commence and conclude RIBA Stage 4 designs (dependent on chosen procurement route)

16.4.2. There is a requirement for the remediation works to be designed and completed, and with the depot operational by the end of December 2026.

APPENDIX A

COST CONSULTANT KEY DUTIES RIBA STAGES 1-6

KEY DUTIES – COST CONSULTANT (RIBA STAGE 1 INFORMATION REVIEW)

This outlines the core duties and responsibilities of the Cost Consultant for the review and validation of the RIBA Stage 1 Feasibility documents prepared.

The focus is on validating preliminary costs, reviewing feasibility studies, identifying cost related risks, and ensure that a robust cost plan is established for progression to RIBA Stage 2.

Duty Area	Key Responsibilities
Feasibility Review & Validation	<ul style="list-style-type: none"> – Review high level budget estimates provided at Feasibility Stage. – Provide validation report summarising the findings of the stage 1 review on the prepared budget cost estimates, and any cost related project risks.
Project Brief Development	<ul style="list-style-type: none"> – Define key cost constraints/risks impacting the brief
Project Controls & Governance	<ul style="list-style-type: none"> – Support the client in defining Stage 2 cost plans

KEY DUTIES – COST CONSULTANT (RIBA STAGE 2)

This outlines the core duties and responsibilities of the Cost Consultant

The duties reflect best practice for early-stage design development and interface with pre-construction contractor engagement.

Duty Area	Key Responsibilities
Cost Plan	<ul style="list-style-type: none"> – Update and refine the cost plan based on emerging design. – Provide cost options to support value management and option appraisal exercises.
Risks	<ul style="list-style-type: none"> – Advise on project risk profile and include allowances for identified risks. – Contribute to risk register and quantify risk allowances. – Identify long-lead items, inflationary risks and procurement constraints.
Procurement	<ul style="list-style-type: none"> – Advise on procurement strategy and indicative contract sum range. – Advise on implications on project costs allowing for procurement methods, construction methods and sequencing.
Develop PCSA (For Two Stage Procurement if Chosen)	<ul style="list-style-type: none"> – Provide commercial and financial input to ensure the agreement reflects the correct scope, services, and cost arrangements. – Ensure the contractors fee proposal is commercially sound, aligned with the project budget, and provides value for money.
Design / Employer's Requirements (ERs)	<ul style="list-style-type: none"> – Ensure that the Employers Requirements are commercially robust, align with the project budget, and support effective procurement and cost control.

Reporting & Documentation	<ul style="list-style-type: none">– Provide cost reports and support gateway sign-off as required by RBKC governance.
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KEY DUTIES – COST CONSULTANT (RIBA STAGES 3 & 4)

This outlines the core duties and responsibilities of the Cost Consultant during RIBA Stage 3 (Spatial Coordination) and Stage 4 (Technical Design).

These duties reflect best practice for developing detailed Costs Plans, Tender Documents / Employer's Requirements.

Duty Area	Key Responsibilities
Cost Plan	<ul style="list-style-type: none"> – Prepare and updated detailed elemental cost plan. – Completed costs checking exercise of the coordinated designs.
Risks	<ul style="list-style-type: none"> – Monitor project budget compliance and provide early warnings. – Contribute to risk register and quantify risk allowances. – Identify long-lead items, inflationary risks and procurement constraints. – Prepare final pre-tender cost plan.
Procurement	<ul style="list-style-type: none"> – Prepare Employer's Requirements (for D&B) or tender packages. – Prepare full tender documentation including Employer's Requirements (for D&B) or traditional tender packages. – Advise on contract sum options and affordability testing. – Manage tender queries and clarifications. – Advise on contract sum analysis and agree post-tender adjustments. –

	<ul style="list-style-type: none"> – Carry out full tender analysis and prepare report with recommendations. – Participate in contractor interviews and moderation panels.
Cost & Value Engineering Alignment	<ul style="list-style-type: none"> – Prepare full life cycle costings for continued use of the depot for 15 years. – Complete value engineering exercise with the design team if needed to align with project budgets.
Reporting & Documentation	Provide cost reports and support gateway sign-off as required by RBKC governance.

KEY DUTIES – COST CONSULTANT (RIBA STAGES 5 & 6)

This outlines the core duties and responsibilities of the Cost Consultant during RIBA Stage 5 (Construction) and Stage 6 (Handover and Close Out) under a Design & Build procurement route.

The role focuses on monitoring construction costs ensuring delivery of the works in line with contract sum and project budgets.

Duty Area	Key Responsibilities
Construction Phase Support	<ul style="list-style-type: none"> – Attend regular site meetings and progress reviews. – Monitor expenditure against budget and forecast final account position. – Assess and certify interim valuations / applications for payment. – Evaluate and agree variations and compensation events. – Maintain cost report and cash flow forecasts. – Provide cost impact advice on design or programme changes. – Advise on contractor claims and dispute resolution. – Attend client-side cost control and governance meetings. – Undertake valuations of off-site materials and plant as required.
Final Account	<ul style="list-style-type: none"> – Prepare final account documentation and agree with contractor. – Confirm all outstanding cost-related matters are resolved. – Provide reconciliation of forecast to final project expenditure.

	<ul style="list-style-type: none"> – Support client in audit trail requirements for external funding bodies. – Provide input into post-completion review or lessons learned sessions.
Post-Occupancy & Lessons Learned	<ul style="list-style-type: none"> – Support Post Occupancy Evaluation (POE) and soft landings engagement. – Attend feedback sessions with users and building managers. [maximum of 2no.] – Capture lessons learned to inform future project briefs

SCHEDULE 2 - THE FEE

1. Payment of the Fee

- 1.1 The Client shall pay the Consultant the fee set out in clause 5.1 as full remuneration for the satisfactory performance of the Services. The fee shall be calculated and paid in accordance with the provisions of clause 1 and clause 2 of this Schedule 2, provided that the Client shall be entitled to make a fair and reasonable adjustment to the amount and/or timing of such instalments to reflect any significant delay to the Project or the performance of the Services.
- 1.2 The Consultant shall submit to the Client an invoice for each instalment of the fee, together with any supporting documents that are reasonably necessary to check the invoice, upon the dates set out in the Fee Proposal Letter appended to this Schedule 2. The invoice and supporting documents shall specify the sum that the Consultant considers will become due on the payment due date in respect of the instalment of the fee, and the basis on which that sum is calculated. Invoices shall comply with Regulations 13 and 14 of the Value Added Tax Regulations 1995 (SI 2518) and shall be supported by all such documents vouchers and receipts as may be necessary for computing and verifying them.
- 1.3 Payment shall be due on the date the Client receives each invoice or on the dates or on completion of the stages/milestones specified in clause 2 of this Schedule 2, whichever is the later.
- 1.4 No later than five days after payment becomes due, the Client shall notify the Consultant of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 1.5 The final date for payment shall be 30 days after the date on which payment becomes due.
- 1.6 Subject to clause 1.8 and unless the Client has served a notice under clause 1.7, it shall pay the Consultant the sum referred to in the Client's notice under clause 1.4 (or, if the Client has not served notice under clause 1.4, the sum referred to in the invoice referred to in clause 1.2) (the **notified sum**) on or before the final date for payment of each invoice.
- 1.7 Not less than one day before the final date for payment (the **prescribed period**), the Client may give the Consultant notice that it intends to pay less than the notified sum (a **pay less notice**). Any pay less notice shall specify:
 - (a) the sum that the payer considers to be due on the date the notice is served; and
 - (b) the basis on which that sum is calculated.

If the Client gives a pay less notice then the notified sum to be paid on or before the final date for payment shall be the sum stated in the pay less notice.

1.8 Notwithstanding clause 1.6 and clause 1.7, if the Consultant becomes insolvent after the prescribed period, the Client shall not be required to pay the Consultant the notified sum on or before the final date for payment.

1.9 If:

(a) subject to clause 1.8, the Client fails to pay in full the notified sum to the Consultant under this agreement by the final date for payment under clause 1.5; and

(b) the Client has not given a pay less notice complying with clause 1.7,

the Consultant may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to the Client of its intention to do so and stating the ground or grounds on which it intends to suspend performance. The right to suspend performance shall cease when the Client makes payment in full of the amount due and any period during which performance is validly suspended under this clause shall be disregarded in computing the time taken by the Consultant to complete any of the Services affected by the suspension.

1.10 Any amount due under this agreement which is not paid by the final date for payment under clause 1.5 shall carry interest at the rate of four (4) percent above the base rate from time to time of the Bank of England for the period between the final date for payment and the date upon which payment is made. The parties agree that such rate is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

2. The Fee Instalments

Instalments of the fee payable in accordance with clause 1.1 of this Schedule 2 shall be as in the attached 'Pembroke Road North Depot Remediation Works - Fee Proposal Letter (QS RIBA Stage 2-6) – 01.09.2025', page 3.

Fee drawdown as set out in the fee proposal attached..

3. Hourly Rates

3.1 Hourly rates applying to any additional services commissioned by the Client are set out in the Fee Proposal letter attached.

3.2 The Client recognises that these hourly rates shall be increased in line with inflation in accordance with the terms of the Notting Hill Genesis Development Framework on each 1st April.



By email only: katherine.parkinson@rbkc.gov.uk
L250347/A1_08/0001 AR/G36
1 September 2025

Katherine Parkinson
The Royal Borough of Kensington and Chelsea
Hornton Street
London
W8 7NX

Dear Katherine,

**Pembroke Road North Depot Remediation Works –
Quantity Surveying Services**

Thank you for the opportunity to submit a fee proposal for Quantity Surveying services related to the proposed development at Pembroke Road North Depot. I am pleased to present the details of our proposal below.

1. Project Brief

The Royal Borough of Kensington & Chelsea (RBKC) wish to appoint a Cost Consultant to assist the project team for the Pembroke Road North Depot Remediation Works project, which comprises the remediation / structural repairs to existing 5-storey building, replace end of life MEP systems, replace fire protection and life safety systems, replaced ventilation/extract systems.

2. Scope of Services

As set out in the document 'QS – PRND Resource Brief' as provided by Katherine Parkinson via email to us on 11 July 2025.

3. Form of Appointment

We understand that if we are successful our appointment will be using the 'RBKC QS Schedule 2 Call Off Contracts - Part 3 Letter of Appointment', which shall be amended to suit the details of this project. These terms were agreed on Lots Road South for similar services with RBKC.

4. Resources Proposal

We have identified a dedicated project team with experience aligned to the project brief and with availability to commence in line with your key programme dates. The team can be mobilised immediately to start work on the project.

Our resources are committed to deliver this project to the programme set out for RIBA Stages 2-6.

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www.calfordseaden.com

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Regulated by RICS



Liam Norris BSc (Hons) MRICS leads our team of Quantity Surveyors in London and will be the Project Lead, responsible for the strategic planning, resourcing and delivery of our services and anticipating, preparing and driving delivery of the project.

Adam Reeve BSc (Hons) MRICS will lead on the delivery of the Quantity Surveying service, including the selection of appropriate benchmark cost data, preparing the reports, analysing value engineering opportunities, presenting any reports/information to the Client, analysing the tenders and challenging the Contractor where reasonable and justifiable to ensure that best value is being achieved.

Adam manages the company's internal cost database, ensuring access to up-to-date, relevant, and benchmarked cost data from across the business. This will guarantee that the most accurate information is utilised for the project. Additionally, as a member of the BCIS Tender Price Index (TPI) Panel, Adam regularly engages in discussions about market trends and inflation, enabling him to provide timely insights on current market conditions as they arise.

Jack Diggle BSc (Hons) will provide daily support, which includes measurement, cost planning, cost reporting, analysing benchmark data for comparisons, reviewing design changes, conducting assessments against BCIS cost data, compiling value engineering opportunities, and preparation of tender documents.

Should additional resource be required as the programme develops, we will assign resource from our team or if necessary, from other relevant Groups within the business.

We do not intend to use Sub-Consultant's and/or Sub-Contractor's in the delivery of the services required.

5. Programme

Our fee has been based on the programme below (for Design & Build Procurement Route) as advised on email by Sukh Lall on 18 July 2025, and subsequently agreed as follows:

RIBA Stage 2 - Review and validate feasibility information and budget costs by 22/09/25 and complete concept designs and initial cost plans by 28/11/25

RIBA Stage 3 - Complete developed designs elemental cost plan & PCSA and appoint contractor by 28/02/26

RIBA Stage 4 - Contractor's design period by 30/04/26

RIBA Stage 5 - Complete construction by 31/12/26

We have assumed that RIBA Stage 6 (Handover) will be in December 2026, however final account negotiations will continue into January 2027, to conclude the account.

Should the programme durations change, we reserve the right, if necessary, to re-visit and adjust our fee accordingly.

6. Fee Breakdown

Our Fee for these services would be **£76,763.00+ VAT**.

Our fees would be inclusive of all disbursements and subject only to the addition of VAT at the time of invoicing.



Fee Breakdown (cont)

We propose that the fee is drawn down through monthly payments (at month end), and this has been scheduled below.

RIBA Stage	Month	Fee (excl VAT)	Sub-totals (per RIBA Stage)	Comments
RIBA Stage 2	Sep-25	£7,368.50	£14,737.00	
RIBA Stage 2	Oct-25	£7,368.50		
RIBA Stage 2/3	Nov-25	£5,447.00	£21,788.00	
RIBA Stage 3	Dec-25	£5,447.00		
RIBA Stage 3	Jan-26	£5,447.00		
RIBA Stage 3	Feb-26	£5,447.00		
RIBA Stage 4	Mar-26	£7,230.00	£14,460.00	
RIBA Stage 4	Apr-26	£7,230.00		
RIBA Stage 5	May-26	£2,412.00	£19,296.00	Practical Completion Achieved by December 2026
RIBA Stage 5	Jun-26	£2,412.00		
RIBA Stage 5	Jul-26	£2,412.00		
RIBA Stage 5	Aug-26	£2,412.00		
RIBA Stage 5	Sep-26	£2,412.00		
RIBA Stage 5	Oct-26	£2,412.00		
RIBA Stage 5	Nov-26	£2,412.00		
RIBA Stage 5	Dec-26	£2,412.00		
RIBA Stage 6	Jan-27	£6,482.00	£6,482.00	Final account
TOTALS		£76,763.00	£76,763.00	

7. Hourly Rates

If you require any additional cost consultancy services, then our hourly rates are as follows:

Partner:	£150 per hour
Associate:	£110 per hour
Surveyor/Assistant:	£75 per hour

All exclusive of disbursements and VAT.

8. Insurance and Liability

We refer you to the RBKC QS Schedule 2 Call Off Contracts - Part 3 Letter of Appointment, as the insurance and liability requirements have been agreed previously on this for Lots Road South for similar services with RBKC.

9. Notes Clarifications and Exclusions

- Our price is fixed, based on the appended Scope of Services included in this proposal (subject to the exclusions below), and the programme assumptions included within. If the Scope of Service or Programme is adjusted, then we would be entitled to additional fee to be agreed between the parties.
- We have assumed the Design & Build Procurement Route. Our fee will need to be adjusted if Traditional Procurement is chosen (budget extra over increase would be +£10K to our fee). This would include for a Schedule of Works, and not a Bill of Quantities.
- This Fee Proposal is subject to agreement of the contract terms of engagement.
- Excludes taxation matters and/or advice.
- Excludes VAT.



Notes Clarifications and Exclusions (cont)

- (f) Excludes any advice in relation to asbestos and/or asbestos containing materials.
- (g) Assumes that specialist advice in relation to fire and M&E will be performed by others.
- (h) Excludes any liability for works completed prior to commencement of our appointment.
- (i) Excludes valuations for off-site materials, as this fee would be dependent on location of materials stored, quantity etc., and therefore would need to be dealt with as a change of scope. We would agree a fee using reasonable disbursements for travel and our hourly rates above.
- (j) Excludes any involvement in any litigation proceedings or any alternative dispute resolution.
- (k) Allowance has been made for attending 1x governance meeting and 1x design team meeting per month, during RIBA Stages 2 – 4.
- (l) It is assumed that the Contract Administration will be undertaken by Others, unless otherwise stated in the Scope of Services.

Should you have any queries in relation to our proposal please do not hesitate to contact me.

We trust we have captured your requirements and look forward to hearing from you in due course.

Yours sincerely,

A handwritten signature in blue ink that reads 'AM Reeve'.

Adam Reeve BSc (Hons) MRICS

Associate

For and on behalf of calfordseaden LLP

t 020 7940 3200 m 07525 808347

areeve@calfordseaden.com

We refer you to the 'QS – PRND Resource Brief' document included under the appointment for the scope of services. These services have been allowed for unless any requirements have been clarified or excluded within this fee letter.

SCHEDULE 3 – PROFESSIONAL ADVISERS

Details of any other professional advisers who the Consultant must regularly liaise and consult with (as per clause 3 of the Letter of Appointment) are as follows:

Principal Designer: Sam King MEng(hons), MFPWS, MPTS, MRICS

Regional Director

Tel: +44(0)20 7121 3095 **Mob:** +44(0)7812 237968 [LinkedIn](#)

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