

Our ref: O-1083156/LK/KR/001a let fee sw

15 February 2022

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Sent By E-Mail Only

Dear Steve,

MORTIMER COMMON TO BURGHFIELD COMMON CYCLE / FOOTWAY – ECOLOGICAL CONSULTANCY

Further to your recent email correspondence and the meeting with Stratfield Mortimer Parish Council on Tuesday 8th February 2022, I am pleased to write with our updated work and fee proposal with regards to ecological work at the above site.

Background and Understanding

Based on the information you have kindly provided, I understand that you are undertaking a footway / cycleway project for Stratfield Mortimer Parish Council and have recently completed an initial route options assessment and sought pre-application advice from West Berkshire Council (WBC).

Following this, I understand that you are looking to submit a planning application for the preferred route option and therefore require ecological survey work to be carried out at the site to inform an application. However, in the first instance, I also understand that you wish to scope the requirement for Phase 2 survey work with Gareth Ryman at WBC and as such, require the initial Phase 1 survey work to be carried out at the site and a report produced which would be suitable for submission to WBC to scope the Phase 2 survey work requirement.

On this basis, I am pleased to set out below the details of our initial proposed approach and associated fees.

Proposed Approach

1. Desktop Study (complete)

A desktop study will be undertaken to source and review existing baseline ecological data in order to identify known ecological constraints such as statutory or non-statutory designations, or known sites for protected species. This will involve obtaining data from the local Biological Records Centre and online databases such as Natural England's Multi Agency Geographic Information for the Countryside (MAGIC) will be reviewed.

2. Extended Phase 1 Habitat Survey

The route and adjacent habitats will be surveyed based on extended Phase 1 survey methodology (Joint Nature Conservation Committee, 2010), as recommended by Natural England, whereby the habitat types present are identified and mapped, together with an assessment of the species composition of each habitat. This survey will include a full survey of hedgerows present within the survey area. A brief overview of adjacent areas / habitats will also be carried out to allow the site to be set in the local context.

A general appraisal for faunal species will also be carried out in order to identify any use by protected species or species of conservation concern, or where use cannot be directly ascertained to highlight any potential for use. This will include a Badger survey along the proposed route in addition to a habitat suitability survey for Great Crested Newt.

i) Badger Survey

Badger is a common and widespread species and as such there is the potential for Badger to be present within / in proximity to the proposed route. Therefore, we propose to undertake a Badger survey which will involve a search for the presence of any Badger setts (active, inactive or disused), and any other field signs such as run-throughs, latrines, footprints, hair and evidence of foraging activity or other signs of activity. The survey area would encompass the length of the route and a buffer of approximately 30m.

ii) Great Crested Newt – Habitat Suitability Survey

From a brief review of aerial imagery, no ponds are mapped within 250m however a number of ditches are present and it is possible that unmapped ponds are present within the surrounding woodland habitat. To provide an initial assessment of the suitability of these waterbodies to support Great Crested Newt we would propose (where accessible) to complete an exercise using the Habitat Suitability Index (Oldham et al. 2000). The assessment scores each waterbody on ten criteria to produce an overall suitability score which can be used as a tool to inform further survey work. We would undertake this work concurrently with the Phase 1 survey to provide cost efficiencies.

Should the waterbodies surveyed identify suitability for Great Crested Newt, further survey work may be required to inform the application. This information will be set out within the Preliminary Ecological Appraisal (see below).

iii) Preliminary Bat Roost Assessments – Trees

A high number of trees appear to be present both along and within the immediate vicinity of the proposed route, some of which may require removal or trimming to facilitate the proposals. If these trees contain features with the potential to support roosting bats (such as splits and rot holes), roosting bats may be affected by the proposals.

The assessments will be undertaken in line with current guidance (Bat Surveys for Professional Ecologists, 2016) and will involve identifying potential bat roost features using binoculars and torches. Where relevant, trees will be categorised for their potential to support roosting bats as low / moderate / high / confirmed roost, which would inform the level of survey effort for any further survey work to determine whether a roost is present.

3. Reporting – Preliminary Ecological Appraisal Report

An initial evaluation of the site will be undertaken based on an analysis and review of the field data and background information collected, and the site described in the appropriate context for the local area. Any ecological constraints will be identified and assessed, any requirements for further survey work will be identified and an outline mitigation strategy devised to address these issues in relation to the proposed construction works. The findings of the surveys and assessment will be presented within a report, complete with colour plans, photographs and appendices, as appropriate. This report will be suitable for submission to WBC to scope the requirement for Phase 2 survey work.

4. Additional Ecological Inputs

Aspect Ecology would be pleased to provide any additional inputs where required, for example liaison with the LPA or attend design team meetings to ensure that ecological constraints are minimised. The fees for further ecological input will vary subject to the extent of any input, and the amount of correspondence and meetings required. As such, if required, it is proposed that this work would be charged on a time-spent basis in accordance with Aspect Ecology's standard terms of business (see attached).


Fees

A breakdown of fees and disbursements is provided in the table below, which are proposed in accordance with Aspect Ecology's standard Terms of Business (see attached).

Item	Fees	Disbursements
1. Desktop Study (complete)	£300	£630 (purchase of third-party data)
2. Extended Phase 1 Habitat Survey (including Hedgerow Survey, Badger Survey, Great Crested Newt Habitat Suitability Index Assessment of ponds and ditches mapped within 250m of site and Preliminary Bat Roost Assessment - Trees)	£1,995	£160
3. Reporting – Preliminary Ecological Appraisal Report	£1,250	£10
TOTALS:	£3,545	£800
4. Additional inputs e.g. design input, negotiations with LPA Ecologist, attendance at meetings etc., would be charged on a time-spent basis as per the enclosed Terms of Business	<i>Time-spent Basis</i>	<i>As per enclosed Terms of Business</i>

IMPORTANT NOTES:

- * The above figures exclude VAT, which would be charged as per the enclosed Terms of Business.
- * Electronic copies of reports will be provided as required. If hard copies are required, time and printing costs will be charged in addition as per the enclosed schedule. Amendments to reports due to scheme revisions will be charged in addition on a time-spent basis.
- * The above fees and disbursements assume that all items will be commissioned simultaneously.
- * The above fee proposal and associated time scales are valid for 30 days.
- * All necessary access arrangements will be undertaken by the client. Any time spent by Aspect Ecology organising and arranging access will be charged on a time-spent basis as per the enclosed Terms of Business. Should access to all parts of the site not be available on the same day then additional site visits may be required, which will be charged on a time-spent basis.

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- * If the potential for protected species or other species or habitat issues are identified, further detailed Phase 2 surveys may be recommended which, if required, would be costed in addition. Similarly, should any further or other issues be raised the above fee estimate may need to be revised accordingly.
 - * Aspect Ecology's ecologists may be bound by the Chartered Institute of Ecology and Environmental Management's code of conduct.

I trust the above is of assistance but should you have any queries please do not hesitate to contact me. Should you wish to proceed, we look forward to receiving your instructions by return of the enclosed Appointment Form.

Yours sincerely



Kate Rimmer
Senior Ecologist
(kate.rimmer@aspect-ecology.com)

APPOINTMENT FORM

Please complete in full and return to enable work to commence.

1. Confirmation of appointment

(under Aspect Ecology's standard Terms of Business)

Project Name:	Fee Proposal Ref:
	Fee Proposal Date:
Signed:	Date:
Name:	Position:
The duly appointed representative of: (the client)	
Tel. No:	Email:

2. Invoicing instructions

Please note that should the invoicing instructions subsequently change, an administration fee of £100 excluding VAT will be incurred.

Name of company to which invoices should be addressed:	
Company number:	
Address to which invoices should be directed:	
For the attention of:	
Please provide details of your Accounts Department below.	
Contact name:	
Tel. No:	
Email:	
Is a Purchase Order number required?	YES / NO
If 'Yes', please provide Purchase Order number and attach a copy:	
Would you like invoices submitted by email?	YES / NO
If 'Yes', please provide email address:	

Terms of Business & Rates 2022



Terms

These standard terms of business apply to all work carried out by Aspect Ecology Ltd unless specifically amended in writing by Aspect Ecology Ltd prior to the commencement of work. The Client is the person, company, authority or other body who instructs Aspect Ecology Ltd to carry out the work. The Contract is between the Client and Aspect Ecology Ltd. These terms and conditions shall be governed by English law and the parties agree that any dispute arising from them shall be resolved in the last instance in the English courts.

Fees

- The Client will pay Aspect Ecology Ltd a fee for the services provided for a sum or at a rate as may be specified in correspondence between us.
- The fees, disbursements and rates quoted in this fee proposal are valid for 30 days from the date of issue. Beyond this period, we reserve the right to review and revise our quoted fees, disbursements and rates.
- Aspect Ecology Ltd reserves the right to revise the fee if the Client changes its requirements. Any work required beyond the scope of work quoted for or estimated will be beyond the scope of the quotation or estimate. Quotations or estimates or fee rates can be provided for such extra work.
- Our fee rates are reviewed annually, and any new rates will take effect from 1st January unless otherwise agreed.

Payment

- Invoices will be rendered monthly on a lump sum or time charge basis at our standard rates. Payment in full is due within 21 days of each invoice date, unless otherwise indicated. In accordance with the Late Payments of Commercial Debts (Interest) Act 1998 and at the company's discretion, Aspect Ecology Ltd reserve the right to charge interest after 21 days from the date of the invoice at a rate of 8% above Barclays Bank base rate. Aspect Ecology Ltd must be informed of the client invoicing instructions at the time of instruction. Should invoicing instructions subsequently change, an administration fee of £100 excluding VAT will be incurred.
- In addition to the time charge costs, invoices will include reimbursable costs and disbursements associated with the work for example, equipment hire, travel, accommodation, subsistence, printing, report and plan production/copying costs, data search, postage, telephone and any other reasonable expenses charged in accordance with our fee estimate based on our standard rates. In the event of equipment theft from site, or any vandalism, damage, destruction or similar by whatever means, including livestock, the client agrees to underwrite the costs of replacement. Aspect Ecology will invoice costs arising from any such losses.
- VAT will apply at the standard rate on all invoices rendered.

- If the Client modifies or cancels plans or projects the Client will accept liability for the cost of all commitments taken on by Aspect Ecology Ltd on the Client's behalf up to the date of Aspect Ecology Ltd being able to act on the Client's new instructions. The Contract can be terminated by either party giving one month's notice in writing.

Confidentiality

- Aspect Ecology Ltd will not disclose any confidential information relating to the Client or the Client's business without the Client's permission unless such information is requested from the Police as part of an investigation. The Client acknowledges Aspect Ecology Ltd's right to use any information regarding Client products or services which it has gained in the course of its appointment and which is or becomes publicly available. It is highlighted that Aspect Ecology Ltd is required to submit species records to Natural England and other bodies specified in survey and development licences. Once publicly available, in line with the CIEEM Code of Professional Conduct, Aspect Ecology Ltd will whenever possible forward ecological data (i.e. records of species) to the relevant Local Records Centre.

Indemnity and liability

- The Client agrees to indemnify Aspect Ecology Ltd against any claim arising from damage, injury or ill health, including to livestock or farming equipment, which occurs as a result of instructed ecology surveys. In addition, the Client agrees to indemnify Aspect Ecology Ltd against all costs, charges and damages falling upon Aspect Ecology Ltd as a result of legal actions brought against Aspect Ecology Ltd arising from the publication of any materials which have been approved by the Client for publication.
- Aspect Ecology Ltd shall be under no liability whatsoever if payment of its fees has not been made by the due date, as defined above in these standard terms of business. Nothing in this condition shall have the effect of limiting or excluding any liability of Aspect Ecology Ltd for fraud or for death or personal injury caused by the negligence of Aspect Ecology Ltd.
- Aspect Ecology Ltd undertakes to maintain Employers Liability Insurance and Professional Indemnity Insurance, details of which can be made available on request.
- Any property or information made available by the Client to Aspect Ecology Ltd shall be and at all times remain at the risk of the Client and Aspect Ecology shall not be subject to any liability for it.
- All work is undertaken for the Client in good faith. Aspect Ecology Ltd accepts no liability whatsoever for any loss or damage arising from any written or verbal advice or information that is acted upon by any third party unless the use of such information or advice has been previously agreed by Aspect Ecology Ltd.

- If any work (written or verbal) produced by Aspect Ecology is altered then Aspect Ecology will not accept any liability arising from those changes.

Copyright

- Materials produced by Aspect Ecology Ltd – including reports, plans, illustrations and all other material remain the property of Aspect Ecology Ltd until paid for in full. Copyright and intellectual property rights remain with the company/authors unless otherwise agreed.
- Where Aspect Ecology Ltd reports include copyright third party material, such as photographs or plans, copyright issues or payments will be the responsibility of the Client. Aspect Ecology accepts no liability for any reliance placed on 3rd party information.
- Any document, drawing, photograph or plan supplied or issued by the company must not be copied, nor altered, in whole or in part without the written consent of Aspect Ecology Ltd.

Termination/cancellation of contract

- Aspect Ecology reserves the right to terminate the Contract with immediate notice where the Client's actions are in the view of Aspect Ecology Ltd likely to lead to breach of wildlife legislation or other Statutes. If this situation should occur all monies outstanding will immediately become due.
- Cancellation of the contract by the Client with less than 48 hours' notice will result in the cost of any equipment or materials being charged to the Client, as well as the cost associated with the redeployment of staff. This is typically charged at the hourly rate quoted in the fee proposal connected to the Contract.

Miscellaneous

- Aspect Ecology Ltd will make every effort to meet an agreed programme for the work, but cannot accept any responsibility for delays or consequential costs in relation to both requests for information and response times from any parties.
- Aspect Ecology Ltd will not be liable for any delays in performance caused by circumstances beyond its reasonable control (e.g. adverse weather, strikes, governmental or regulatory actions and natural disasters) and will be entitled to a time extension for such performance. If such a situation should last in excess of 2 months, then the contract may be terminated at the Client's request.
- Aspect Ecology may subcontract its obligations to a competent third party.
- Aspect Ecology Ltd's ecologists may be bound by the Chartered Institute of Ecology and Environmental Management's Code of Professional Conduct.

Rates

Professional grades	Hourly fee rates	Disbursements	Rates
Senior Directors	£180.00	Mileage	£0.57 per mile
Directors	£150.00	Colour Copy - A3	£2.35 per sheet
Associate Directors	£125.00	Colour Copy - A4	£1.55 per sheet
Associates	£110.00	Black and White Copy - A3	£0.20 per sheet
Principal Ecologists	£95.00	Black and White Copy - A4	£0.12 per sheet
Senior Ecologists	£85.00	Binding	£2.50 per document
Ecologists	£70.00	Other project costs, such as data searches, accommodation, subsistence, large-scale plan printing, consumables, etc. will be charged at cost	
Assistant Ecologists	£60.00		
Research & Technical	£50.00		

Terms are on a basis of fees and disbursements invoiced monthly, with payment requested within 21 days of receipt of invoice.