

Section 185 Sewer Diversion Budget Estimate



William Sharpey
Verina Limited
85 Buckingham Gate
London
SW1E 6PD

United Utilities Water Limited
Developer Services Water
Second Floor Grasmere House
Lingley Mere Business Park
Lingley Green Avenue
Warrington WA5 3LP

Telephone: 0345 072 6067
Email:
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Our Ref: 4200046488
Date: 1st April 2022

Dear William,

Section 185 of the Water Industry Act 1991 Diversion Estimate at: Portugal Street East, Manchester, M1 2WX

Description	Estimated Cost
S.185 Estimate for Design and Construction Assurance - Diversion of Combined Sewer	£16,215.66
Estimated Works Costs:	£16,215.66
Minimum required initial sum – 100% of the Estimated Works Costs	£16,215.66

*All costs are exclusive of VAT, which will be calculated separately.

This Budget Estimate has been priced in accordance with our Engineering Asset Standards and the following developer issued drawing:

- C-26-005_P3_S185 GENERL ARRANGEMENT
- 38686NGUG-01
- 38686CCTV-01

All reasonable costs incurred by United Utilities during the delivery of this S185 Diversion shall be reimbursed in full to United Utilities in accordance with our general working practices and project cost allocations.

Payment of the Total Budget Estimate value must be made in full to United Utilities and the S.185 agreement must be in place prior to the commencement of any work.

Payment for any Works additional to those proposed on the drawings referenced above, must be made to United Utilities in advance.

Provision of this Budget Estimate **does not** constitute formal technical acceptance of the Drainage Strategy for the project. Please note that this does not include any allowance for land negotiations if, as suggested previously, the land within which part of the Developer's preferred diversion appears to be routed is private land and therefore requires prolonged engagement with the existing landowner to negotiate an easement and compensation, the cost of which is also not included.

This estimate has been prepared based on the assumptions and clarifications below; however, should any of these assumptions and / or clarifications change we shall be entitled to revise the estimate.

1. Assumptions:
 - a. Working within Normal Working Hours (Monday through Friday 08:00 to 16:00) excluding any public holidays applicable to the works.
 - b. Like-for-like / nearest equivalent replacement of existing assets.
 - c. Working in accordance with United Utilities Engineering Standards.
 - d. Client is both the Principal Contractor and the Principal Designer and will forward a copy of F10 accordingly
2. Exclusions:
 - a. Complex site investigation works in excess of our standard provisions, e.g. excavations and trial pits, traffic sensitive locations and works near railway lines etc.
 - b. Topographical surveys and constraints.
 - c. Ecological surveys and constraints.
 - d. Environmental surveys and constraints.
 - e. Ground Investigation works.
 - f. Liaison with third parties including National Rail
 - g. Any applications to third parties (e.g. BAPA application)
 - h. Archaeological surveys and constraints.
 - i. Sole sourcing of our contractors and suppliers in order to achieve the Client's programme.

I must make you aware that this is an estimate only and that any and all reasonable costs incurred by United Utilities Water Limited ("United Utilities") during the scheme shall be reimbursed in full in accordance with our general working practices and project cost allocations on completion of our works and in advance of any additional works being carried out.

Next Steps:

- Please familiarise yourself with the details of the attached schedule and summary of the estimate.
- Should you wish for us to proceed to undertake the works, please complete and return the enclosed letter of authority, confirming your approval of the estimate and authority for us to commence the works, together with the payment confirmed above.
- Upon receiving this we will begin the design assurance and preparation of the S.185 agreement, this must be signed prior to any works commencing onsite.
- Upon receiving this we will contact you to confirm receipt and to explain the next steps.
- A Project Engineering Manager will then be assigned to your project and they will contact you to discuss timescales and support you through the delivery process.

Please note, we must receive your signed letter of authority, together with payment before we commence any works.

This estimate is issued pursuant to and in accordance with the Water Industry Act 1991. Any reference to "UU", "Us", "We" or "Our" in this estimate are references to United Utilities. Any reference to "You" or "Your" in this estimate are references to Verina Limited (the "Client").

We trust you will find this to be in order, however, should you require any further information please do not hesitate to contact the undersigned, quoting our reference.

Yours Sincerely

Teresa Helm

NAV and Asset Protection Manager

Developer Services & Metering

M: 07789032768

T: 0345 072 6067

THE SCHEDULE

Additional information and Client requirements:

This Schedule provides important information and details of key responsibilities. It's important you read it so you fully understand our works and any other works we require you to undertake. This will help ensure we meet your timescales and prevent delays.

Please be aware we'll only start work when the following conditions have been met:

- We have received the completed letter of authority and payment of the estimate amount;
- All relevant consents, including land rights, have been obtained; and
- You've complied with all the relevant provisions of the estimate.

If all our works aren't completed within 12 months from the date of our receipt of your unqualified acceptance of this estimate, we'll be entitled to amend and / or vary any terms and conditions of this estimate.

We're entitled to determine, at our sole discretion, whether further surveys and / or studies are required as a result of the design parameters of your works differing from that provided by you. Where such surveys and / or studies are required we'll be entitled to revise the works, the charge and all dates specified within this agreement by giving written notice to this effect and this estimate once accepted shall be read and construed as if such revisions were incorporated in it.

Your Safety

It is essential that the wastewater diversion works are constructed and installed according to the applicable United Utilities Engineering Standards. The wastewater diversion shall be inspected and tested in accordance with the provisions of such United Utilities Engineering Standards. You agree that our estimate reflects this, and the final costs reimbursable by you shall include all costs incurred by us in ensuring compliance with such laws, regulations and specifications.

Construction (Design and Management) Regulations 2015

The Client will confirm the project roles and responsibilities and provide a copy of the Form F10 as provided to the Health and Safety Executive.

Final Account Documentation

We will provide the following final account documentation as part of the final invoice submission process:

- Final invoice;

If the Client requires additional information beyond that stated above, then United Utilities reserves the right to levy additional charges, which will be borne by the Client and paid in advance.

Your S185 Acceptance - 4200028551

PLEASE COMPLETE AND RETURN

Name: Verina Limited

Address: 85 Buckingham Gate, London

Post Code: SW1E 6PD

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Our works will only begin upon receipt of this letter of authority and payment as stated within the estimate. I advise that you read all sections of this estimate carefully before signing.

Acceptance and Declaration

1. The client approves the estimate, dated 1st April 2022, provided by United Utilities in relation to works specified therein
2. The Client acknowledges the basis upon which the estimate has been undertaken and the works will be completed and that the costs associated with the same will be reasonable costs that are reimbursable to United Utilities in accordance with the Water Industry Act 1991.
3. The Client accordingly gives United Utilities authority to proceed with the works, subject to payment of the initial sum specified in the estimate and shall make payment of the same within seven days of the invoice date.
4. The Client understands that the Payment of the Total Budget Estimate value must be made in full to United Utilities and the S.185 agreement must be in place prior to the commencement of any work.
5. The Client understands, should there be any private water or wastewater mains and connections within the site, any necessary disconnection or diversion of these private water or wastewater mains and connections must have the approval of the pipeline owner and be carried out to United Utilities standards.
6. The below is an authorized signatory for the Client with full authority to enter into the Agreement on behalf of the Client. If they do not have such authority, they shall be personally liable under the Agreement

Signature: William Sharpey

Date: 01st April 2022

Print Full Name: William Sharpey

Site Contact Name: Pat Kavanagh

Designation:

Site Contact Number: 07779351902

Upon receipt of this signed letter of authority I will issue you our invoice for immediate payment