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27 February 2023

Noel Dinan  
Flat B, 313 Royal College Street  
Camden Town  
London NW1 9QS

Dear Noel,

**REF: FLAT B, 313 ROYAL COLLEGE STREET, CAMDEN TOWN NW1 9QS**

Thank you for asking us to send you a proposal to act as your Consulting Structural Engineer on further works proposed on this project. These proposals are based upon the following survey drawings prepared by Mike Corby Survey Consultancy and proposed plans prepared by Frontline Architects that we have received by e-mail:

- MWSC-RCS-1- Front Elevation
- MWSC-RCS-2 - Rear Elevation
- MWSC-RCS-3 - Roof Plan
- MWSC-RCS-4 - Third Floor Plan
- MWSC-RCS-5 - Section A-A
- MWSC-RCS-6 - Section B-B
- MWSC-RCS-7 - Ground Floor Plan
- MWSC-RCS-8 - First Floor Plan
- MWSC-RCS-9 - Second Floor Plan
- MWSC-RCS-10 - Ground Floor Plan
- MWSC-RCS-11 - Basement Floor Plan
- MWSC-RCS-12 - Sections
- 106 - Proposed Ground Floor Plan (Frontline Architects)
- 107 - Proposed Lower Ground Floor (Frontline Architects)

## **1.0 APPOINTMENT**

As is usual for this type of project, our appointment will be based upon the Conditions of Engagement of the Association of Consulting Engineers Agreement 1 (Design 2009), where we are appointed directly as you but not as a Lead Consultant. Our fees will be calculated on a fixed basis. Our rate is currently £85.00 per hour for a Director. We do not charge for travel costs within the TFL travel zones. Disbursements and out of pocket expenses are extra , as is VAT.

## **2.0 SCOPE OF PROPOSED WORKS**

You have set the brief with your Architect and our understanding of the proposed work is as follows:

- 2.1 Formation of a new structural opening in the existing floor in the front room at ground level. A new trimming is to be designed.
- 2.2 Formation of a new structural opening in the existing spine wall at ground floor level. A new beam is to be designed to support the existing structures over.
- 2.3 Removal of the existing wall between office and store at basement level. A new beam is to be designed to support the existing structures over.
- 2.4 Formation of a new enlarged opening in the existing rear elevation at basement level. A new beam is to be designed to support the existing structures over.
- 2.5 Lowering the existing light-well level and formation of a new retaining wall.

## **3.0 PROPOSED SERVICE**

To keep our involvement to a sensible minimum we propose to provide only a partial service that covers the items listed below:

- 3.1 Visit site to visually assess it and to plan the opening up works.
- 3.2 Prepare a sketch scheme to assist you/your Architect with design development.
- 3.3 Discuss queries on the project with you/your Architect and other design team members.
- 3.4 Prepare structural plans, structural specification and CDM documents for Tender.
- 3.5 Liaise with Party Wall Surveyor if required to enable discussions to take place or for Awards to be drawn up.
- 3.6 Commensurate with our role as a Designer, provide information to the Principal Designer / Principal Contractor to comply with the requirements of the Construction Design and Management 2015 legislation.

- 3.7 Prepare structural plans, structural details, structural specification, reinforcement drawings/schedules and CDM documents for Construction.
- 3.8 Send all information and calculations to the Local Authority or the Approved Inspector for Building Regulations approval and respond to any queries raised.
- 3.10 Visit site to answer queries in the structure, or to attend meetings, as requested by you or the Contractor during the construction period.

#### **4.0 EXCLUSIONS**

- Temporary Works design. As is usual, the assessment, design, installation and maintenance of any temporary works deemed necessary to safely carry out the works remains the responsibility of the contractor.
- Party Wall Surveyor services.
- Cost of the site investigation works.
- Drainage design and detailing.
- Stairs design and detailing.
- Structural Glass design and detailing.
- External works and landscaping.
- Design and detailing services beyond those set out within Part A of the Building Regulations.
- Duties of the Principal Designer as defined in CDM 2015.
- Damp proofing design and detailing although we will co-ordinate our foundation construction details to suit the method of water/damp proofing specified by others.
- The signing of any form of Collateral Warranty.
- Any re-design or abortive costs resulting from the chosen Contractor not providing an adequate Sequence of Works and Method Statement before starting on site.

#### **5.0 FEE PROPOSAL**

We have done our best to forecast how much of time we will need to spend on your project, and confirm that our fixed fee for items 3.1 to 3.9 will be [REDACTED]

#### **6.0 SITE VISITS**

Within our offer we include **two site visits** during the construction stage. These visits are not quantified in items 3.1 to 3.9 and will be undertaken as necessary/as requested.

The fee for any further visit will be [REDACTED]

## **7.0 DISBURSEMENTS**

Disbursements are not included in our fee. If we need to pay for disbursements or for information for which there is a charge from local or other authorities we will inform you in advance and will add the cost when we invoice you.

## **8.0 CDM (CONSTRUCTION DESIGN AND MANAGEMENT)**

We will conduct our work in accordance with the CDM (Construction Design and Management) 2015 Regulations [CDM 2015] regarding health and safety, with our role being that of Designer.

## **9.0 PROFESSIONAL INDEMNITY**

We shall maintain for a period of six years from the date of this letter professional indemnity insurance for an amount which we consider to be commensurate with our responsibilities arising from the overall conduct of our business, provided such insurance continues to be offered on commercially reasonable terms to Lengineering Ltd at the time when the insurance is taken out or renewed.

Evidence of our insurance can be provided on request.

Notwithstanding anything to the contrary in this Agreement, the liability of Lengineering Ltd under or in connection with this Agreement whether in contract or in tort, in negligence, for breach of the statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of £ 1.0 million.

## **10.0 VARIATIONS TO THE SERVICE OFFERED**

Occasionally there needs to be an extension or alteration to the service offered by us that requires additional work, and this may have an impact on the proposed fee. Additional work can arise for a number of reasons, but most usually it results from a change in your brief taking place during the course of us preparing drawings for construction which then require substantial alteration, significant changes to the Architects' design, or because of the need for more site visits or meetings than expected. If these circumstances arise we will first write to inform you if the budget is likely to be exceeded.

We hope our proposal is of interest, and if it is please confirm that you would like us to start work by signing, dating and returning a duplicate copy of this letter to us. If you have any queries regarding any of the above, do not hesitate to get in touch with us.

Yours sincerely

[REDACTED]  
Justyna Latecka  
For Lengineering Ltd

Enc. Guidance Letter on CDM 2015 Regulations

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I/we accept the terms of this proposal and confirm that I/we have also read and accept the separate Guidance Letter on CDM 2015 Regulations document.

Signed [REDACTED]

Date

11/10/23