

42617A03/RB

22 January 2018

Trident BC
7-8 Stratford Place
London
W1C 1AY



consulting
structural engineers

Lucking & Clark LLP
31 Cowcross Street
London, EC1M 6DQ

Tel. 020 7336 8986

info@LCengineers.co.uk
www.LCengineers.co.uk

Dear Ms Phillipa Burgin,

RE: 16A LYNDHURST GARDENS, LONDON NW3 5NR

Thank you for your recent enquiry regarding the provision of our services as checking structural engineers in connection with the project at the above address. We would like to present our fee proposal for this project.

Scope of Works

We understand that our proposed role is to view and comment on the permanent works and temporary works being carried out on site. The information has generally been taken from the construction issue permanent works drawings produced by Mason Navarro Pledge Limited (MNP) and the construction issue temporary works drawings and associated calculations produced by Contractors Design Services Limited (CDS) and/or Groundforce issued to on 15 January 2018 and includes:

- Construction of a new two storey basement and bungalow above ground.

Scope of Services

Having considered the structural engineering input required the service we would recommend is as follows:

1. Attend Construction Working Group meetings at your request. We understand that the next such meetings which we will attend will be on 30 January 2018 and 20 February 2018 and we have made an allowance for one additional meeting. Our fee per meeting, excluding VAT, will be £[REDACTED].
2. Attend site to view the works and if these are in accordance with the permanent and temporary works drawings. We would recommend that an allowance is made for monthly visits and we have made an allowance for up to two such visits. Our fee per site visit, excluding VAT, will be £[REDACTED].
3. Prepare site visit report and, in line with the above, we have made an allowance for two such reports. Our fee per site visit report, excluding VAT, will be £[REDACTED].

Proposed Staff

Partner in charge – Lekë Gjinali
Project engineer – Richard Broadley

Richard will be responsible for carrying out the majority of the work on a day to day basis. Lekë will be in charge of the project and will be responsible for overseeing the work that Richard carries out.

Members:
Mark Duncombe BEng CEng MStructE
David Allen BEng CEng MStructE
Lekë Gjinali BEng CEng MStructE
Sven Griesemann MEng CEng MICE

Associates:
John McGranaghan BEng AMStructE
Philip Bell MEng CEng MStructE

Consultant:
John Lucking BSc PhD CEng MStructE

Registered in England No: OC300494



Fees

Our fees, excluding VAT, for this service would be as follows:

1. £[REDACTED]
2. £[REDACTED]
3. £[REDACTED]

Disbursements

We have included normal disbursements as follows:

- Printing (budget only).
- Travel.
- Archive retrieval fees.

Exclusions

We have not included for the following items:

- Local Authority Fees or other Statutory Fees.
- Works not currently defined in our scope of works or services and changes to the project. Furthermore, additional checking associated with unforeseen conditions found on site following opening up works, subsequent to our peer review being completed and during construction will be charged at the rates stated below.
- Attendance at additional site visits. We will attend site at pertinent periods throughout our involvement in the project. Based on our experience on similar project, we have made allowance for up to four such occasions to cover our scope of works and services. If additional site visit are required, our fee per site visit, excluding VAT, will be £[REDACTED]
- Extended liaison with neighbours, Party Wall Surveyors, Statutory Authorities, Network Rail, etc. Our input will be limited to providing our comments on the works viewed on site against the information provided to us on 15 January 2018.
- Checking works on site in relation to the following:
 - Connections.
 - Reinforcement detailing.
 - Below ground drainage.
 - Waterproofing.

Hourly Rates

For services not currently defined, additional work or attendance on site or at meetings we would charge on a time basis at the following hourly rates, excluding VAT:

Partner	£[REDACTED].00
Associate	£[REDACTED].00
Senior Project Engineer	£[REDACTED].00
Project Engineer	£[REDACTED].00
Intermediate Engineer	£[REDACTED].00
Graduate Engineer	£[REDACTED].00
BIM Manager	£[REDACTED].00
Senior Technician	£[REDACTED].00
Technician	£[REDACTED].00
Intermediate Technician	£[REDACTED].00
Junior Technician	£[REDACTED].00



These rates are exclusive of disbursements and are subject to review on an annual basis on 1 January.

Professional Indemnity Insurance and Limitations of Liability

We have cover for professional indemnity insurance currently in force under a special scheme that is administered on behalf of the Association for Consultancy & Engineering by Griffiths and Armour Professional Risks Limited.

Notwithstanding anything to the contrary in this letter, our total liability under or in connection with this project whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of £1M. For claims in relation to pollution, contamination and Asbestos the aggregate liability during the policy period will be £5M across all projects worked on by this practice.

No claims against the practice in respect of this agreement may be commenced after six years of the completion of our services.

We do not have insurance covering terrorism. If you consider that this is required for your project you should take out additional insurance as you deem necessary.

In producing this quotation for services we have assumed that the provisions of the Net contribution clause described in the ACE agreement will apply to our services.

Construction (Design & Management) Regulations

Under the Construction (Design & Management) Regulations 2015 clients are required to carry out duties as identified in the regulations and therefore are required to appoint a Principal Designer and Principal Contractor to co-ordinate health and safety planning and management. It is our legal duty under these regulations to draw your attention to this requirement. Please note that we do not expect to act as Principal Designer for this project.

Conditions of Engagement

For this commission the Association of Consultancy and Engineering (ACE) Conditions of Engagement set out in Agreement 2: Advisory, Investigatory and other Services, 2009 Edition will be incorporated within and will form part of our Fee Letter. In the event of any inconsistencies between this Letter and the ACE Conditions, the terms of this Letter shall prevail.

Payment

Fee invoices are issued at the completion of each stage or monthly pro-rata for larger projects. For projects under construction on site, monthly invoices will be raised to reflect our actual involvement, which tends to be greater in the early stages of construction. Our terms of business are payment within 14 days of the date of invoice. We reserve the right to suspend works if our invoices are unpaid at 14 days.

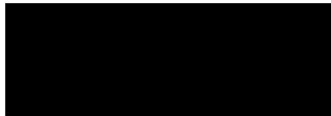


Appointment

In order to proceed with this work we require written confirmation of our appointment or an official order.

We trust this proposal is of interest to you and look forward to your further instructions.

Yours sincerely,



Richard Broadley
Senior Project Engineer
Lucking & Clark LLP