

1 Scope of Services

Our understanding is that our Client will be:

Chelmsford County High School for Girls
Broomfield Road
Chelmsford
CM1 1RW

The Scope of Services to be provided is as described below:

- 1.1 Obtain the Client's brief and fully examine the implications of the building services within the development.
- 1.2 Carry out detailed survey of existing services installation, to establish enabling works required.
- 1.3 Produce enabling works package for demolition area and to maintain swimming pool services.
- 1.4 Initial liaison with Statutory Utilities, if necessary (this excludes site meetings with Utility Providers; if these are required they will be chargeable).
- 1.5 Carry out initial Part L Assessments (SBEM) for Building Regulation Compliance and advise on any proposal/modifications required to achieve compliance, for both Sports Hall and ICT buildings.
- 1.6 Produce Renewable Energy/Carbon Assessment Report and provide recommendations for meeting Local Authorities requirements and provide analysis and advice on the different options of renewables for the development.
- 1.7 Advise on alternate design solutions and make recommendation for a preferred installation.
- 1.8 Attend Design and Client/Project meetings (as detailed below). Attendance at BREEAM meetings.
- 1.9 Coordinate with the other members of the Design Team.
- 1.10 Produce performance and materials and workmanship specification for all services listed below, together with Room Data sheets and concept drawings, where required. Assisting in the preparation of the Employer's Requirements document.
- 1.11 Provide technical assistance to the Quantity Surveyor in the preparation of a cost plan.
- 1.12 Assist the Quantity Surveyor with tender action, analyse and report.



Job Title: Chelmsford County High School for Girls
Document Reference: 7151485-MLM-ZZ-XX-CP-MEP-0003
MLM Reference: BEB/7151485
Date: 14 June 2019

In preparation of this fee proposal we have allowed to undertake:

- Up to eight design stage meetings;
- Up to twelve site meetings/inspections.

2 Fees

Our fees to carry out the works detailed above would be as follows:

Item/s	Description	Fee
1.1 to 1.4	Enabling Works	£6,835.00
1.5 to 1.12	Design Stage (to Stage 3 – Performance)	£27,325.00
	Total	£34,160.00

And will include the following services:

- Electrical Supply and Distribution;
- Small Power Provision;
- Lighting (including Emergency Lighting);
- Ventilation Systems;
- Comfort Cooling;
- Hot and Cold Water Services;
- Heating Systems;
- Public Health Services (Above Ground);
- Fire Detection and Alarm;
- Telecommunication and Data Systems – Containment only;
- Security Systems, including CCTV, Door Access Control and Intruder Alarm;
- Initial Statutory Authority Liaison;
- Lightning Protection.

3 Clarifications and Exclusions

Any additional team meetings or site visits would be chargeable at **£500.00** per half day plus associated disbursements. We have made no allowance for BIM/3D modelling.

These figures are inclusive of normal reasonable disbursements, but exclusive of VAT.

Should the scope of the works vary significantly from the original proposals we reserve the right to review our fee proposal.



Job Title: Chelmsford County High School for Girls
Document Reference: 7151485-MLM-ZZ-XX-CP-MEP-0003
MLM Reference: BEB/7151485
Date: 14 June 2019

4 Appointment

We have not received an Appointment with the request for a Fee Proposal. We therefore propose that our Appointment to undertake the Services outlined in the Fee Proposal would be made in accordance with MLM Consulting Engineers Limited Terms and Conditions Revision 8 (attached). In the event that a bespoke Appointment is required on the project, we would look to charge for our legal and administration costs, this cost to be agreed at commencement of appointment negotiations.

5 Collateral Warranties

We assume that Collateral Warranties will not be required, and we have not included for legal and administration costs. However should a Collateral Warranty be required, we will accept the CIC Form of Warranty at an additional cost of £500.00 plus VAT per warranty. Bespoke and other alternative forms of Collateral Warranty may be subject to further additional costs.

6 CDM Regulations 2015

As Designers, we are obliged to inform our Clients of their duties under the CDM Regulations 2015, which we believe will be applicable to this project. A copy of the regulations have been made available on our website (<https://www.mlmgroupp.com/service/compliance/health-safety/>) and select Industry Guidance for Clients.

Under the Regulations, the Clients must inform the Designers who has been appointed as the Principal Designer. In absence of this information, we are prohibited from progressing the design work past the initial design stage. Please note that when we offer to carry out design services, this does not constitute or include an offer to carry out Principal Designer duties under the Construction (Design & Management) Regulations 2015, even if we are the lead designer or the only designer.

The role of Principal Designer under the Construction (Design & Management) Regulations 2015 is required to be carried out under a separate appointment, which must be made in writing by the Client.

MLM can offer to undertake Principal Designer and Client's Health & Safety Advisor services under the CDM 2015 Regulations. If you would like a proposal for any of these services, or if you would like advice about the CDM Regulations, please let us know.

JVW \\MLMIPS.com\Work\MLM\7_715_71514_7151485\FEE-7151485-MLM-ZZ-XX-CP-MEP-0003-01

1 The Services and Fees

Our fees to carry out the works detailed within our fee proposal would be as follows:

Item/s	Description	Fee
1.1 to 1.4	Enabling Works	£6,835.00
1.5 to 1.12	Design Stage (to Stage 3 – Performance)	£27,325.00
	Total	£34,160.00

2 Payment Terms

The Payment Schedule and arrangements for additional services shall be as set out in MLM's fee proposal as per the above date. Payment terms shall be in accordance with the MLM Terms and Conditions (Revision 8) or as otherwise agreed between us in writing.

3 Client Details

The Client appointing MLM is:

Client: Chelmsford County High School for Girls

Address: Broomfield Road
Chelmsford
CM1 1RW

Contact Name:

Contact Details:



Job Title: Chelmsford County High School for Girls
Document Reference: 7151485-MLM-ZZ-XX-CP-MEP-0003
MLM Reference: BEB/7151485
Date: 14 June 2019

4 Invoicing Details

The address for invoicing is: (Please Complete in Full)

Name:

Address:

Contact Name:

Purchase Order
No/Reference

Invoicing Email
Address

5 Acceptance of MLM's Offer

I confirm that MLM is appointed to undertake the services offered in MLM's fee proposal as per the above date for the fees and on the MLM Terms & Conditions set out therein. I confirm that I am authorised to sign on behalf of the Client.

Signed

Date

Print Name

On behalf of
Client/Authorised Agent (Delete as appropriate)

MLM Terms and Conditions

These terms and conditions ("the Terms and Conditions" are issued with a fee proposal ("the Fee Proposal") to You describing the services that We offer to provide for Your project (the "Services"), the fees that We will charge You for them ("the Fee"), and when We will bill You. Together the Fee Proposal and the Terms and Conditions make up the agreement between us ("the Appointment"). The Terms and Conditions supersede any Terms and Conditions provided by You at any stage unless and until other Terms and Conditions are agreed in writing and signed by You and Us.

General

- 1 "You", "Your" and "Yourself" as appropriate means the company, firm or legal person to whom the Fee Proposal is addressed and Your address for service of proceedings shall be deemed to be the address set out in the Fee Proposal (unless subsequently agreed otherwise in writing). "We", "Us" and "Our" as appropriate means MLM Consulting Engineers Limited, a company registered in England and Wales, company number 03057104, whose registered office is North Kiln, Felaw Maltings, 46 Felaw Street, Ipswich, Suffolk, IP2 8PN. The date of Your agreement to these terms shall be the date that You ask Us to commence the Services, or failing any written notification from You the date that We start working together with You or your agent on Your project.
- 2 We do not accept email disclaimers and will act on email from You or Your staff dealing with Us unless You give Us Your written instructions not to act on receipt of Your email.
- 3 If You are instructing Us on behalf of a third party ("the Client") You must send Us full details of the Client including the address to which We should send invoices. We reserve the right not to proceed with the provision of Our Services on receipt of this information and where the information is not provided to Us. You warrant that You have full authority to act as agent for an behalf of the Client at all times and in respect of all matters relating to the project and that the Client accepts this Appointment. In the event that the Client denies that he is in contract with Us You agree to be bound by the Appointment.
- 4 We respectfully reserve the right to request a bank and two trade references for new Clients prior to starting the Services.

Changes

- 5 The Services and Fee may be modified if changes are agreed between us and recorded in writing. Our written correspondence to You recording Your agreement to changes will be taken as evidence of such changes having been agreed between Us and You undertake to advise Us immediately if Our interpretation of such agreement is incorrect.
- 6 You agree to pay Us a fee of £1,500 if You require Us to abandon or make any changes to these Terms and Conditions which in Our opinion significantly alter Our liability under these Terms and Conditions.
- 7 If You do ask Us to enter into different terms at any point during the provision of the Services, those proposed terms will not apply until formally agreed in writing and signed by both Parties. Until that point these Terms and Conditions apply and prevail.

Obligations of the Parties

- 8 You undertake to provide to Us with all necessary information in a timely manner consistent with sound project management that enables Us to develop jointly a fixed general arrangement of Your requirements before We undertake any detailed design work. Abortive work will be charged as an additional fee.
- 9 You agree to pay Us the Fee as set out in the Fee Proposal or as otherwise agreed in writing. If We pay expenses on Your behalf You will pay Us 120% of the payments We make in doing so.
- 10 We undertake to exercise reasonable skill and care in the performance of our duties and to maintain professional indemnity insurance (excluding claims relating to war, civil disorder, terrorism, any fitness for purpose requirement and any fungus or spore) of an amount which We consider to be appropriate to Our services but in any event not less than £1m subject to Our being able to obtain such insurance at rates that We judge to be commercially reasonable. In respect of asbestos our professional indemnity insurance cover relates to asbestos surveying only.
- 11 Our total liability under or in connection with this contract shall be limited to the amount, if any, actually recovered by Us in respect of the relevant claim made against our policy of professional indemnity insurance in force at the time of the claim.
- 12 Our liability in respect of any claim under or in connection with this Appointment shall be further limited to the amount that We should properly and fairly pay having regard to Our responsibility for the events leading to the claim in question and the responsibility of other parties for those events and the amount that they should fairly pay, and on the assumption that other parties involved have paid for their fair share for the loss and are appointed on terms no less onerous than these Terms and Conditions, and hold no joint co-insurances with You or each other. Our liability shall end six years from the completion of the Services or such earlier time as English law dictates.



Payment

- 13 Payments are due on submission of Our invoices and those made later than 28 days from that date ("the Final Date for Payment") will attract lump sum penalties and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at 8% per annum above the base rate of the Bank of England. Invoices shall be deemed to have been submitted within two days of the invoice date.
- 14 You may not withhold payment of any such amount due to Us under this Appointment unless You have given Us notice at least seven days before the Final Date for Payment. Such notice shall state the amount that You intend to withhold and the reasons for doing so. You must pay Us the balance no later than the Final Date for Payment. Should you fail to provide the notice as required under this clause, the amount due for payment shall be the amount stated as due with the relevant invoice. In any event, You agree not to withhold payment of any undisputed part of Our invoices.
- 15 Please note that the Fee for the Services is subject to the addition of Value Added Tax at the current rate.
- 16 We reserve the right to issue interim invoices at monthly intervals on projects running for a period of more than one month.

Settlement of Disputes

- 17 This Appointment shall be governed by English Law and all disputes shall be subject to jurisdiction of the Courts of England and Wales.
- 18 Either party may refer disputes to adjudication. In this event, the adjudicator shall be nominated by the President of the Chartered Institute of Arbitrators and The Housing Grants, Construction and Regeneration Act 1996 provisions for adjudicating disputes or the provisions of any replacement legislation thereto shall be deemed to apply.

Copyright

- 19 All intellectual property rights in the data, reports and designs that We produce remain Our property. You may use Our data, reports and designs produced in the course of the Services for purposes related to the project provided that data, calculations and assessments may not be reproduced for any extension of the project. We do not accept any responsibility for any consequences, if You use the data, reports and designs for a purpose for which they were not provided.

Termination and Suspension

- 20 We may at our option terminate this Appointment at any time by giving you not less than 7 days written notice.
- 21 We reserve the right to terminate this Appointment with immediate effect if You become insolvent, which term shall have the meaning set out in section 113(2 – 5) of the Housing Grants Construction and Regeneration Act 1996.
- 22 No termination of this Appointment by Us shall render Us liable to You for any loss of profit or other similar loss.
- 23 If we consider that Our Services cannot reasonably be continued We will suspend the Services forthwith and You will pay Us for work We have done up to the date of suspension and We will mutually agree the terms for resuming Our Services when circumstances permit.
- 24 We may suspend work if You do not pay Us on time and You agree that We can terminate without penalty if that breach continues after We give You seven days' notice requiring You to correct the relevant breach. There will be no penalty against Us for suspending or terminating the Services in accordance with this clause or clause 21. In the event that We incur additional costs as a result of suspension You will be responsible for the payment of those sums.
- 25 Members of Our staff are entitled to refuse to enter buildings where refurbishment or demolition has been carried out if an air test certificate is not available to demonstrate that there is no asbestos risk (We can arrange such work for You if needed).

Rights of Third Parties

- 26 The Contract (Rights of Third Parties) Act shall not apply to this Appointment. No assignment of the benefit of this Contract is permitted without Our permission and We reserve the right to change a fee for consenting to any such assignment.
- 27 Provision of warranties is at Our sole discretion and subject to Our commercial requirements. We reserve the right to charge a fee for entering into a warranty.

Complaints

- 28 Please do not hesitate to bring to the attention of the Director dealing with the Services any point about which You might be concerned. If You are not satisfied after that You may contact Our Chief Executive at North Kiln, Felaw Maltings, 46 Felaw Street, Ipswich IP2 8PN who will investigate personally.

Conditions applying to Particular Types of Work

- 29 Where the Services include physical investigation work, the following provisions shall apply:



- 29.1 The Fee is based on the quantities and scope of works as detailed in the Fee Proposal. Should, however, ground conditions necessitate an increase in quantities or scope of works, this would be advised and work only undertaken following Your approval for an agreed sum, or at the rates detailed in the Fee Proposal.
- 29.2 The exploratory locations will be set out at positions to be mutually agreed, but providing ordnance datum levels is the responsibility of others unless specifically allowed for in our Fee Proposal.
- 29.3 Our Fee Proposal assumes that access is clear, that the site is reasonably firm and level and that all work will be carried out in one continuous operation. We reserve the right to charge for time and delays in obtaining access and for interrupted work.
- 29.4 Please note that although due care will be exercised, there may be rutting, marking, etc., from Our drilling or excavating plant. We have not allowed in Our Fee Proposal for making good any such ruts etc. caused during normal operation of Our equipment.
- 29.5 The cost of any delays caused for reasons beyond Our control, including inclement weather, will be charged to You at the standing time rate shown in the Fee Proposal; or, alternatively, if no standing time rate is provided, at Federation of Civil Engineering Contractors Dayworks Rates.
- 29.6 All reasonable care will be taken to avoid damage to any buried cables, drains or underground services, but We shall not be liable for damage to any such pipes, cables, drains or underground services unless the location of these cables has been correctly notified to Us by You. You agree to be responsible for accurately locating any such underground services before drilling, probing or digging commences.
- 29.7 In addition, We require that all service plans are submitted to Us prior to site works commencing. Should these not be available it is a requirement of Our insurance cover that We make our own enquiries of the statutory authorities. This sometimes takes a period of time and would be charged for on an hourly engineer's rate. Should no drawings be available and there be no time allowed for obtaining statutory authority plans then Our insurance will not cover any damage and in this instance We will be entitled to suspend or terminate all or part of the Services forthwith and to be paid for the parts of the Services which have been performed up to the date of termination or suspension.
- 29.8 All samples will be kept for a period of one calendar month after the date of submission of the final report. Should longer retention be required, this should be requested during this one month period and an additional storage charge may be incurred.
- 29.9 No test results, reports or design information will be released without a written order or letter of instruction.
- 29.10 We have allowed for the provision of hard hats, overalls, protective footwear, gloves and all other necessary PPE appropriate for the site. You are required to forewarn Us if You are aware of the need for precautions over and above these measures.
- 29.11 Our Fee Proposal does not allow for the removal or disposal of spoil off site, other than samples.
- 29.12 Unless otherwise stated in the Fee Proposal, no allowance has been made for any special reinstatement other than backfilling boreholes and trial pits with arisings and leaving the site as safe and tidy as is reasonable after such works have been conducted. Trial pit arisings will be mounded in the pit to allow for future settlement.
- 29.13 The site where physical work is being carried out by Us will remain in the possession and control of the site owner and the site owner (or a third party to whom the site owner has delegated responsibility) shall at all times be responsible for safety and security matters for the site, including without limitation preventing unauthorised access.
- 29.14 Site investigation does not fall within the scope of the Construction Industry Tax Deduction Scheme. No deductions should therefore be made from our account.
- 29.15 We will not act as Principal Designer or undertake any other role as defined by the Construction (Design and Management) Regulations 2015 ('the Regulations'), unless it is specifically stated in Our Proposal that We will do so and then only to the extent that We have set out in Our Proposal.
- 29.16 If it is within the scope of Our Services to issue the Health and Safety File, We will do so within a reasonable time after Practical Completion has been certified and after any final invoices We have rendered for its production has been paid. No liability is accepted for the content of documents or information provided by others. We will issue the Health and Safety File if information is not provided after three requests with a list of the information which is missing. On issue of this information Our Services will be deemed to have been completed.