

14th June 2024

REF: J225-LR-DC-001 Covering Letter – Intent to Oversee Construction Works

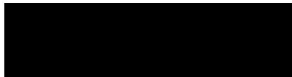
To whom it may concern,

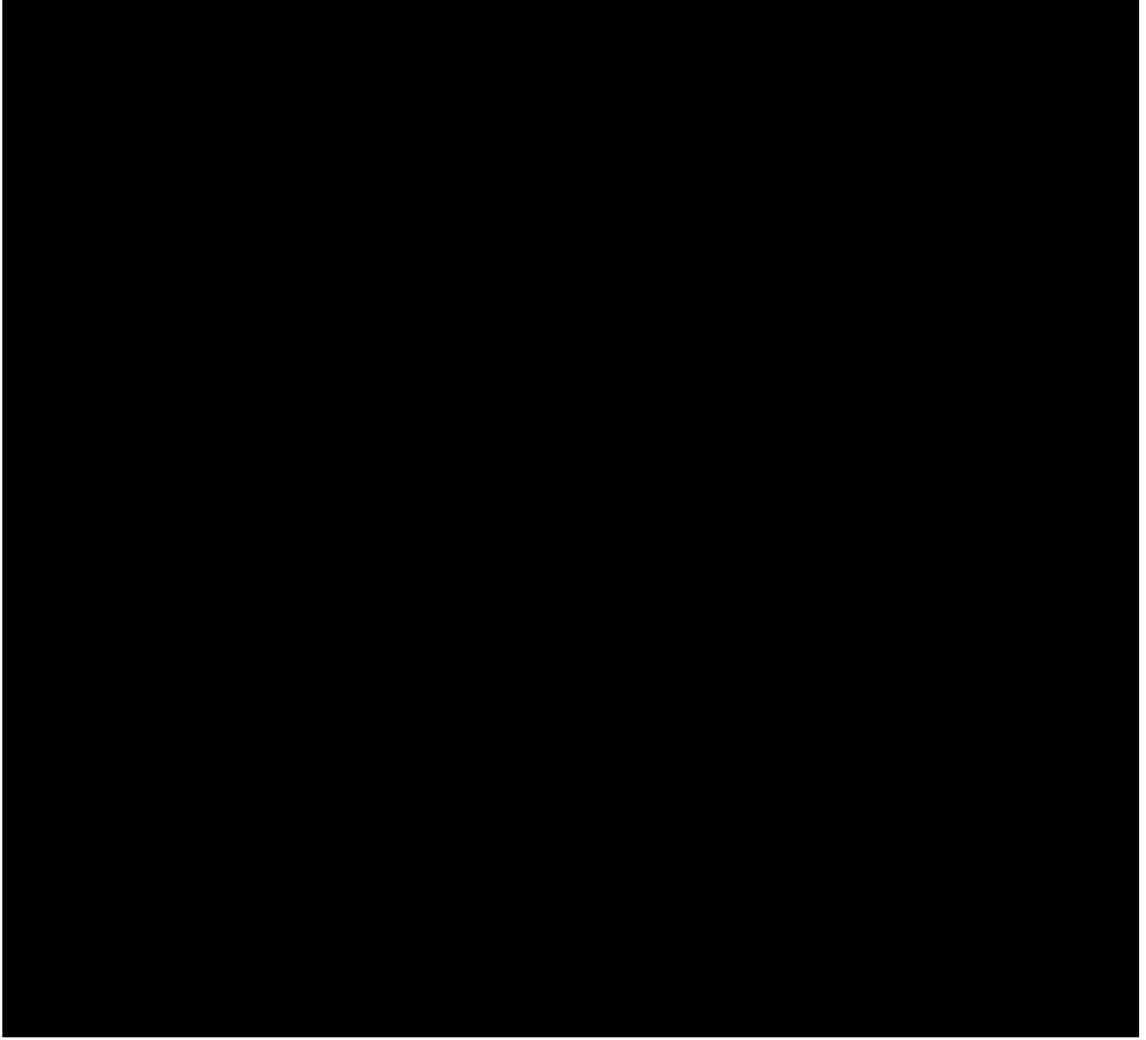
As per the requirement of Condition 4 in planning application ref 2023/0692/P, on behalf of BC Structural Design Limited, I confirm the following:

1. I am a Chartered Engineer and a qualified Member of the Institution of Structural Engineers. Membership number 028388846.
2. I am appointed by Ed Lehmann and Jennifer Nguyen to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration.
3. Details of my appointment and responsibilities are enclosed with this letter.

Kind Regards,

Dylan Julian Chatterton
MEng(Hons) CEng MStructE
Director





The Proposed works

The existing property appears to be a terrace, five storey townhouse, including a Lower Ground Floor. A lightwell is located to the front of the property. The construction is assumed to be of traditional form, with timber joist floors supported on masonry and timber stud walls. Foundations are expected to be shallow strip foundations.

Based on the information provided by Undercover Architects, we understand the proposed works to involve:

- Forming a new basement floor below existing Lower Ground Floor, including a basement swimming pool. Assume basement constructed in reinforced concrete underpins.
- Lower the level of the existing basement – Level TBC.
- Formation of a larger front lightwell
- Formation of new large format opening within rear façade at Lower Ground
- Removal of load bearing internal walls at all levels
- Demolition of existing chimneys against party wall
- Formation of new opening for large roof light
- New feature stair from Lower Ground to 3rd Floor and primary structure to form new stair openings.

Our Scope of works

Phase 1 – Pre-Planning

As you are proposing to lower the existing lower ground level, the planning submission will need to include a Basement Impact Assessment.

As Camden stipulates the requirement for significant specialist geotechnical input as part of this document, we collaborate with A2, who our preferred Geotechnical specialist. They will then produce the final report based on our structural proposals. A2's fees have been provided separately and are additional to our quotation.

Thus for the purpose of gaining planning we would undertake the following:

- An initial site visit to inspect the property
- Provide a specification for site investigations. A2 to undertake.
- The structural design of proposed works up to RIBA Stage 3, including GA's and key details.
- Produce a Structural Report as part of the BIA and in line with Camden's SPD document.

As this is largely for the purpose of gaining planning permission, we anticipate most of the coordination and design development will follow in the next phase.

Phase 2a – Detailed Structural Design (Post Planning)

The scope of works include:

- Develop a scope of opening up works for the main building to better understand the existing structure and aid party wall discussions. The client should allow a separate fee for the works to be carried out by a Contractor.
- Develop the structural design of the demise with Undercover architects in line with the proposals given on the drawings provided and as set out within the proposed works section of this fee proposal.
- Produce a detailed design based on the agreed planning scheme for the purpose of Tender and Construction.
- Provide RC detailing information for basement box
- Produce a calculations report for Building Control approval.
- Work closely with the architect to develop details.
- Coordinate our structure with underground drainage design

We have allowed for doing the detailed design once only.

We have assumed up 2no. site visits will be required during this stage. We have allowed for 3no. meetings with the Architect to occur over Zoom or in person as preferred.

Phase 2b – Feature Stair Design

The structural design for the 4-storey feature stair will be carried out once Undercover Architects have developed the detailed stair drawings. A final quote for these works will be provided on receipt of this information. The client should allow the following budget:

This allows for 2no. meetings with Undercover Architects to develop proposals.

Phase 2c – Underground Drainage Design*Refer to Studio
AF Quotation*

The scope of works include:

- Arrange quotes for undertaking a CCTV survey of the properties existing underground drainage. Works to be appointed and paid for directly by the client. The client should make a separate allowance for this survey (circa [REDACTED])
- Develop the underground drainage design in line with the current architects proposals, and coordinate with the detailed structural design. This includes the specification of any sump pumps and associated pits.

Any rising main drainage from any potential sump pump is to be by others.
All above ground drainage by architect.

Phase 3 – Construction Support

The client should make the following budget allowance for the construction period.

We will undertake site visits as required and provide support to the Contractor during the construction period. Visits will be charged at [REDACTED] Any works undertaken during the construction period will be charged at our hourly rate of [REDACTED] per hour

General Assumptions

- All BC Structural information will be in the form of hand sketches.
- Should DWG's be required, drawings will be charged at a rate of [REDACTED] per drawing.
- We would assume all setting out to be provided by the Architect or Contractor as appropriate.
- Basement waterproofing strategy to specialist design and input.
- Where acceptable under the CDM 2015 Regulations, we assume that another party will act as Principal Designer under the meaning of the Regulations. BC Structural Design Limited will liaise with the Principal Designer and fulfil our obligations as a Designer as a matter of course.
- We assume all temporary works will be by the appropriate contractor.
- Balustrades and metalworks not included. We can provide a fee for such if required.
- Steel fabrication drawings to be by others if required.
- The design of claddings, windows and glazing will be by others.
- We will undertake the design of all structural connections.

Standard Exclusions

- Design of temporary works
- Floor Risk Assessment
- Construction Management Plan
- Measured survey of the site
- Payment of statutory, town planning, building regulation or other third-party fees
- The services and/or duties of the Principal Designer as defined in the Construction (Design and Management) Regulations 2015
- Mechanical and electrical engineering or architectural services
- Geotechnical and geo-environmental site investigation works and reporting
- Diversion works or buildover approval works for sewers or any other utilities that may be required as a result of the works
- Full NBS specification, this is to be covered by the general notes drawings provide

The quote assumes that detailed design is carried out once. Any significant changes made after, or work, not otherwise agreed in advance, would be charged on a time basis in accordance with our normal hourly rate of [REDACTED]

We have not allowed any time for protracted external approvals such as party wall negotiations, significant changes due to Planning feedback occurring after Stage 3 that would result considerable structural amendments, checking Engineers or administering build-over agreements. The fee proposal does not include dealing with queries from site arising as a result of structure or conditions being uncovered that are not in accordance with our assumptions or any redesign that may be necessary as a result.

For additional site visits not stipulated within the phases above, we would charge [REDACTED] per visit, plus any additional time required for significant deviations from the design, charged at the aforementioned rate.

Invoices will typically be sent out alongside, or shortly after, the submittal of drawings/reports/calculations or at key stages in the phase. Our liability for the project shall not exceed £500,000. Any liability in connection with pollution and contamination claims and/or asbestos is excluded. We will maintain professional indemnity insurance sufficient to cover our liabilities in respect of this commission.

Terms and Conditions

Insurance

- We will maintain Professional Indemnity Insurance sufficient to cover our liabilities under this Agreement provided that such insurance remains available at commercially reasonable rates.
- Notwithstanding anything to the contrary contained in this Agreement, our total liability under or in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty or otherwise (save in connection with death or personal injury) shall be limited to the figure stated in this letter. If no such figure is stated, our total liability shall not exceed ten times the amount of our fees.
- We shall have no liability under or in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty or otherwise:
 - for any liability in connection with pollution, contamination and/or asbestos claims or for any claim which may arise out of or in connection with any advice in any way relating to the prevention or mitigation of any acts of terrorism or any other terrorism matters;
 - nor after the expiry of six years from the date of this letter;
 - for any delay in the delivery of the Services and/or to the project;
 - for any loss of profit or income, economic loss, loss of use, loss of business, loss of reputation contract or opportunity or for any indirect or consequential loss howsoever arising under or in connection with this Agreement.
- Further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, our liability, if any, for any loss or damage in respect of any claim or claims shall not exceed such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss and damage and on the assumptions that:
 - all other consultants and advisers, contractors and sub-contractors involved in the Project shall have provided contractual undertakings to you on terms no less in respect of the carrying out of their obligations in connection with the Project;
 - there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between you and any other parties referred to in this Term and that any such other party who is responsible to any extent for the loss or damage is contractually liable to you for the loss or damage; and
 - all the parties referred to in this Term have paid to you such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

Payment

- You will pay us the fees and any expenses and disbursements set out in the Letter in the instalments if any set out in the Letter. Any costs associated with you directing us to use client-based storage systems shall be recoverable by us from you.
- If there is any material change in the Project, the brief or the program for the scope of works set out in this letter, or if we are required to modify any completed work or if there is any delay or disruption to the scope of works, we shall be entitled to a fair and reasonable additional fee for the additional work carried out or the disruption suffered unless and to the extent that the same has been occasioned by our failure to exercise reasonable skill and care. Unless otherwise agreed, the additional fee will be calculated in accordance with hourly rates stated in this letter to cover the additional resources employed by us in respect of the additional work carried out by us and/or the disruption suffered.
- Payment is due on presentation of our invoices and the final date for payment shall be 28-days thereafter. Please note that in the event of non-payment of our fees, your personal data may be released to third party credit reference agencies and legal debt recovery agents where relevant and necessary to protect our financial position. Interest at the statutory rate will be charged on any overdue amounts, together with all debt collection charges, legal fees and court fees where necessary.
- If you fail to make payment in accordance with the Terms we may, upon seven days' written notice to you, terminate our appointment under this Agreement and withhold unissued work until full payment has been made.

CDM Regulations

In accordance with the Construction, Design and Management Regulations 2015, should one or more contractors be appointed, you will be responsible for appointing a Principal Designer where applicable, and for ensuring that the Principal Designer complies with their duties under the Regulations.

