

JB/SD/Submissions 31

Christopher Cook
Locum Town Clerk assisting the Acting Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX

Issued by email only - christopher.cook@saltash.gov.uk

01 December 2021

Dear Christopher,

Saltash Library, Callington Road, Saltash, PL12 6DX – Refurbishment Works

Thank you for your enquiry to provide multi disciplinary services in relation to refurbishment works proposed to Saltash Library which we understand is a 1960s Grade II Listed property.

As set out in your emails dates 25 November and 30 November 2021 we understand the proposed scope of works comprises the works listed below with an estimated budget of £200,000 (ex VAT):

- Replacement of curtain wall and external doors
- Create work station area on mezzanine floor with desks/IT connections etc
- Formation of two vending machine station

In the first instance there would be a requirement to obtain accurate existing floor plans and elevation drawings for the building in AutoCad format which would form the basis of the proposals and various statutory applications moving forward. If drawings are not available we will arrange for quotations from specialist measured survey consultants on your behalf.

Once in receipt of the existing drawings and findings of the condition survey (subject to separate fee proposal) we would arrange a meeting with Saltash Town Council to discuss and refine the brief. We have assumed there will be a requirement to undertake a public/stakeholder consultation event to assist developing the final brief.

Once we have frozen the proposed floor plans we would propose to prepare and submit a pre-app Planning/Listed Building Consent to both Cornwall Council and Historic England/Local Conservation Officer which will mitigate incurring additional costs amending the Listed Building Consent application and Heritage Impact Assessment if either party objects to the proposals. We will also engage in a pre-application process with Building Control to develop the building regulations application. Upon receipt of a positive response to the pre-app we would commence developing the detailed design package and specification for the proposed works which needs to capture the full scope of the proposed works along with the replacement/repair works to the existing building fabric picked up by our condition survey.

Upon receipt of Planning and Listed Building Consent we would progress the scheme to tender stage which will involve close liaisons with our Building Surveying/Interior Design team and yourself to agree the specification of the fit out. We will need to agree the method of procurement of the contract works which we envisage will be by the adoption of a traditional approach by approaching four local Main Contractors.



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The role as perceived for this project involves the following duties:

Generally

We will undertake the all-embracing professional role of the Project Manager/Contract Administrator and provide all necessary professional duties including all architectural, interior design, planning consultancy, building surveying, cost management, mechanical and electrical services engineering associated with the proposed refurbishment works. In this instance the service will also include all duties necessary under the new CDM Regulations 2015 under which we would act as the Principal Designer.

To maintain Client awareness throughout the Contract by way of regular Client liaison meetings.

Pre-Contract

- a) Production of initial feasibility sketches for the proposed refurbishment works.
- b) Produce cost plan based on the initial proposals.
- c) Procurement of all required supplementary surveys and reports which we anticipate at this stage to comprise:
 - Measured survey (AutoCad)
 - Heritage Impact Assessment
 - Refurbishment & Demolition Asbestos Survey
- d) Preparation and submission of Planning and Listed Building Consent application which includes a detailed design package for the refurbishment work.
- e) Preparation and submission of information required to discharge Planning and Listed Building Consent conditions. Amend the scheme, as necessary and to update cost plan following necessary consultations.
- f) Preparation and submission of a Building Regulations application.
- g) Formulation and clarification of the design package into a comprehensive specification and schedule of works together with any other necessary tender documentation.
- h) Make recommendations and assist with the selection of suitable Contractors for tendering purposes, invite and receive tenders.
- i) Evaluation of the Contractor's tender prices and the preparation of a tender report and recommendation
- j) Prepare all necessary documentation to achieve items a) - i) and to finally draw up and arrange the Contract Documentation.
- k) Undertake the duties of the Principal Designer.

Post Contract

- l) Organise and chair a pre-commencement meeting with the contractor.



- m) Undertake regular frequent inspections of the works in progress (weekly) to check that the specification and drawings are being complied with and that the required standards are being achieved.
- n) Agreement of the amounts due for periodic payment (monthly) to the Contractor under the Contract and provide periodic cost reports.
- o) To monitor the satisfactory progress and completion of the works and to advise the Client accordingly, including the resolution of any anticipated or actual problems.
- p) Organise and chair regular site progress meetings as required.
- q) Inspect the works at completion, issue list of defects, re-inspect when complete and issue the Certificate of Practical Completion
- r) Prepare and agree the Final Account with the Contractor.
- s) Inspect the works at the end of the Defects Liability Period and issue list of defects, re-inspect and, when complete, issue the Certificate of Making Good Defects.

Essentially the purpose of our role is to represent you and protect your interests and involves a combination of management and construction consultancy.

The Construction (Design and Management) Regulations 2015 require us to ensure that you are aware of your duties under these Regulations. Where one is required, the Client should appoint the Principal Designer as early as possible in the design process, if practicable at the concept stage when they will be able to help prepare pre-construction information. The Client's key duties to the project are:

- To ensure that other duty holders are appointed, that is, designers (including a principal designer on projects involving more than one contractor), and contractors (including a principal contractor on projects involving more than one contractor).
- To ensure the roles, functions and responsibilities of the project team are clear.
- To ensure that people and organisations whom they appoint have the necessary skills, knowledge, experience and (if an organisation) the organisational capability to manage health and safety risks.
- To ensure sufficient time and resources are allocated.
- To ensure that effective mechanisms are in place for members of the project team to communicate and co-operate with each other and co-ordinate their activities.
- To ensure that relevant information is prepared and provided to other duty holders.
- To ensure the principal designer and principal contractor carry out their duties (this could be done by arranging project progress meetings or via written updates).
- To ensure that appropriate and adequate welfare facilities are provided.
- To maintain and review arrangements to ensure they remain relevant.

PROFESSIONAL FEES

Our fee proposal for undertaking the necessary professional duties is as follows based on percentage fee values against an estimated budget of £200,000.00 (ex VAT). Our fee will be applied against the projected final account figure.

SERVICE	PERCENTAGE FEE	ESTIMATED TOTAL
Architecture & Interior Design	Included	Included
Town Planning	Included	Included
Principal Designer	Included	Included
Building Services Engineering	Included	Included
Project Management	Included	Included
Quantity Surveying	Included	Included
Building Surveying	Included	Included
Structural/Civil Engineering	Excluded	Excluded
TOTAL	11.5%	£23,000.00

All of the above costs are inclusive of all reasonable expenses and disbursements but exclusive of VAT, which will be applied at the statutory rate.

At this stage with the full scope of structural and civil engineering works unknown we have not been able to obtain quotations for these services however once the full scope is confirmed we will obtain three quotations on your behalf from local Structural/Civil Engineers.

We would seek reimbursement of our fee in accordance with the following stages:

Preparation of initial proposals and budget	15%
Preparation of Planning/Listed Building Consent	20%
Preparation of Building Control application	10%
Issue of Tender package	20%
Issue of Tender report	5%
Intervals through the construction phase	27.5%
Upon expiry of twelve months defects	2.5%

We would apply our standard payment terms which require settlement of our invoices within 28 days of the date of the invoice, after which we reserve the right to charge interest at the statutory rate.

Should the Contractor fail to complete the works in accordance with the agreed Contract period we would seek to recover additional professional fees at a rate of £750.00 per a week until completion of the project however we would propose to include this cost within the weekly Liquidated Damages figure included in the Contract which would be deducted from the Contractors final account. In the event that the Client and Contractor agree a settlement of the Liquidated Damages the Client will still be liable for the additional professional fees. In the unlikely event that a dispute arises between the Client and the Contractor we have not allowed for any input required during the dispute resolution process (Mediation, Adjudication, Arbitration etc).

We have not allowed any third party surveys or reports within this proposal however we will procure quotations on your behalf and manage all specialists on your behalf. Other fees which we would envisage being required to be paid by you for this project are in respect of the statutory Planning application fees, Building Regulations application and inspection fee, Planning Condition discharge. At this stage we have assumed that a Part B (Fire Safety) compliant layout can be achieved by adopting standard detailing, however, until the designs are progressed to detailed design this cannot be confirmed and therefore, there may possibly be a need to engage with a Fire Engineer.

I trust that I have covered all matters however should you have any questions or require further clarification please let me know.

Yours sincerely



**STEVE DEMUTH BSc (Hons) MRICS
PARTNER**

I confirm acceptance of this proposal and instruct you to proceed immediately with the necessary duties including the duties required to comply with the CDM Regulations 2015.

Signed: 

Print Name: Sinead Burrows

Date: 26/6/2023

