

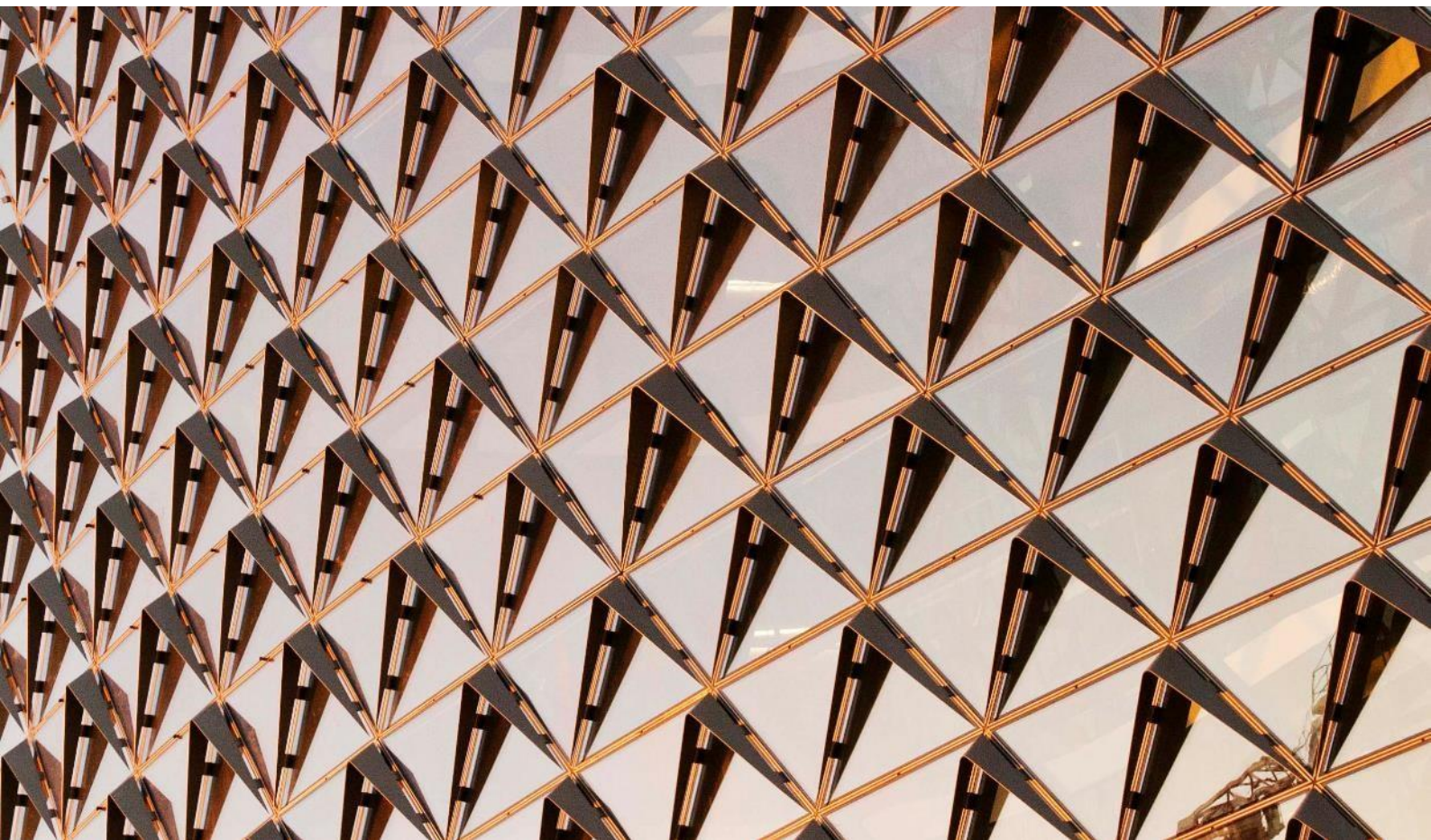
FEE PROPOSAL

ROYAL BOROUGH OF WINDSOR & MAIDENHEAD

DEMOLITION OF MULTI STOREY CAR PARK

PRINCIPAL DESIGNER
RIDER LEVETT BUCKNALL

MAY 2023



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AUTHORISATION

This report has been prepared by:



Signature.....

Steven Boulter
Associate

and reviewed for issue by:



Signature.....

Chris Harrington
Partner

1.0 INTRODUCTION

Rider Levett Bucknall (RLB) have received a request from Royal Borough of Windsor & Maidenhead Council to provide a fee proposal offering the Principal Designer Service, for the demolition of a multi storey car park located in Maidenhead. The proposed programme has start on site in October 2023 and completion December 2024.

RLB now provide this fee proposal capturing our Scope of Services, fee proposal, commercial offering and our terms and conditions to fulfil the commission.

2.0 PRINCIPAL DESIGNER (PD) – SCOPE OF SERVICE

The services summarised below are derived from the duties laid on the Principal Designer by the Regulations and other related requirements of the Regulations.

Item	Description	Regulation
1	Co-operate with any other person working on or in relation to a project at the same or an adjoining construction site to the extent necessary to enable any person with a duty or function to fulfil that duty or function.	Regulation 8(4)
2	Report to the Client anything the Principal Designer is aware of in relation to the Project which is likely to endanger theirs, or that of others', health and/or safety.	Regulation 8(5)
3	Provide any information or instructions as soon as is practicable and in a clear and concise format.	Regulation 8(6)
4	Plan, manage and monitor the pre-construction phase and co-ordinate matters relating to health and safety during the pre-construction phase to ensure that, so far as is reasonably practicable, the Project is carried out without risks to health and/or safety.	Regulation 11(1)
5	Consider the general principles of prevention when planning the various items or stages of work which are to take place simultaneously or in succession. Estimate the time period required to complete such work or work stages and, where relevant, the content of any construction phase plan and any health and safety file.	Regulation 11(2)
6	Identify and eliminate or control, so far as is reasonably practicable, foreseeable risks to the health and/or safety of any person carrying out or liable to be affected by construction work; maintaining a structure; or using a structure designed as a workplace.	Regulation 11(3)
7	Ensure all designers comply with their duties in Regulation 9, so far as reasonably practicable.	Regulation 11(4)
8	Co-operate with and ensure that all persons working in relation to the pre-construction phase co-operate with the Client, the Principal Designer and each other.	Regulation 11(5)
9	<p>a) Assist the Client in provision of the pre-construction information required by Regulation 4(4); and</p> <p>b) So far as it is within the Principal Designer's control, provide pre-construction information promptly and in a clear and concise format, to every designer and contractor appointed, or being considered for appointment, to the Project.</p>	Regulation 4(4), Regulation 11(6)
10	Where appointed post-construction, complete a gap analysis of pre-construction information issued to date.	
11	Liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the co-ordination of health and safety matters during the construction phase.	Regulation 11(7)

Item	Description	Regulation
12	Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds that is relevant to the construction phase plan, including pre-construction information obtained from the Client and any information obtained from designers under Regulation 9)31(b).	Regulation 12(3)
13	During the pre-construction phase prepare a health and safety file: <ul style="list-style-type: none"> ▪ Appropriate to the characteristics of the Project. ▪ That contains information relating to the Project. ▪ That is likely to be needed during any subsequent projects to ensure the health and/or safety of any person. 	Regulation 12(5)
14	Ensure that the health and safety file is appropriately reviewed, updated and revised during the Project, up to the date the Principal Designer's appointment has ended, to take account of the work and any changes that have occurred	Regulation 12(6)
15	If the Principal Designer's appointment concludes before the end of the Project, pass the draft health and safety file to the Principal Contractor.	Regulation 12(8)
16	Deliver 1 copy of the health and safety file at the end of the Project to the Client.	Regulation 12(10)
17	Attend monthly meetings throughout the Project in line with stipulated programme.	

3.0 FEE PROPOSAL

For provision of the PD service described in this Proposal the sum of £12,825. The service is based upon the documentation and information received.

The Fees stated in this Proposal will remain firm for a period of 6 months from the date of this Proposal. If provision of the Services extends thereafter, then Rider Levett Bucknall reserve the right to revise their Fees in line with inflation and any other extraneous charges not known at the date of the Proposal.

The proposed Fees include: Principal Designer Duties

In the event of the requirement for varied and or additional services or abortive costs necessitated by causes for which Rider Levett Bucknall are not responsible, the additional or wasted time will be charged on a time charge basis in accordance with the following schedule:

- Partner : £120/hour
- Associate : £105/hour
- Senior Professional : £85/hour
- Professional : £75/hour
- Assistant : £60/hour

Value Added Tax will be added to all the fees at the time of invoicing in accordance with legislation.

Proposed Fee drawdown:

Jun-23	£675	Apr-24	£675
Jul-23	£675	May-24	£675
Aug-23	£675	Jun-24	£675
Sep-23	£675	Jul-24	£675
Oct-23	£675	Aug-24	£675
Nov-23	£675	Sep-24	£675
Dec-23	£675	Oct-24	£675
Jan-24	£675	Nov-24	£675
Feb-24	£675	Dec-24	£675
Mar-24	£675		

£12,825.00
Total excl vat

4.0 WHY CHOOSE RLB?

FRESH PERSPECTIVE

We are an award winning, leading independent firm providing our clients with some of the most comprehensive and forward-thinking advice available.

FLAWLESS EXECUTION

We offer a range of complementary cost consultancy, project and programme management, building surveying and health & safety, and advisory services from conception, through design and construction and operational performance of facilities to their eventual disposal or reuse.

We are committed to developing new services and techniques aimed at enhancing our clients' businesses in the long term.

INDEPENDENT ADVICE

Our clients have rapid access to the latest industry intelligence and innovations, which serve to enhance value and mitigate risk.

We provide expert management of the relationship between value, time and cost from inception to completion. We do this through our global and local team of experts, who possess a passion for both core services and innovation

900

UK people

100%

employee owned

12

UK offices

- Belfast
- Birmingham
- Bristol
- Cardiff
- Cumbria
- Leeds
- Liverpool
- London
- Manchester
- Sheffield
- Thames Valley
- Warrington



**APPENDIX A:
RLB TERMS AND CONDITIONS OF BUSINESS**

TERMS AND CONDITIONS

1.0 SERVICES

In accordance with the Proposal for Provision of Services (The Proposal) and these Terms of Contract, Rider Levett Bucknall UK Limited will provide the Services using the reasonable skill and care to be expected of a competent and qualified consultant experienced in performing services of a similar scope, nature and complexity to the Services for the Fees stated. The Client's instruction to proceed with the Services constitutes acceptance of the Proposal and formation of the Contract upon these Terms of Contract. In the event of any conflict between these Terms of Contract and any other documents, the provisions of these Terms of Contract shall prevail.

1.0 CLIENT RESPONSIBILITIES

Performance of Services is subject to:

- Timely provision of adequate and accurate information by the Client and those third parties over whom Rider Levett Bucknall UK Limited have no control.
- Performance by the Client and those third parties over whom Rider Levett Bucknall UK Limited have no control, of all functions upon which the Services or any part thereof are dependent.
- Provision of access to such sites and locations as and when may be necessary in order for Rider Levett Bucknall UK Limited to undertake the Services.
- Obtaining by the Client of all permissions from and payment by the Client of all fees to third parties necessary to enable the Services to be undertaken.
- The Client shall require and take reasonable steps to ensure that the principal contractor, under the terms of the principal contractor's contract to liaise with the Principal Designer and share with the Principal Designer information relevant to the planning, management and monitoring of the pre-construction phase and the co-ordination of health and safety matters during the pre-construction phase and to ensure that all information required for the Health and Safety File is provided promptly to the Principal Designer.
- The Client shall promptly provide all information which it is obliged by the CDM regulations to provide to the Principal Designer, to the Principal Designer.
- The Client shall ensure that all designers appointed by the Client shall be under a contractual obligation to comply with the provisions of the CDM regulations as they apply to designers and, in particular, to co-operate with other designers and the Principal Designer in the performance of their respective duties under the CDM regulations to include the provision of copies of information for the Health and Safety File, reasonably within the time constraints provided by the Principal Designer and of any applicable programme. The Client shall also ensure that the terms of appointment of any designers and the contracts of any contractors engaged directly by the Client allow the Principal Designer reasonable access to all design documents as required to discharge his obligations.

2.0 LOCATION

The Services will be provided from a Rider Levett Bucknall UK Limited office, unless otherwise agreed.

3.0 CONTRACT MANAGEMENT

Each party will nominate a named individual who will be responsible for managing all issues relative to the performance of the Contract. When it is necessary for either party to change its named individual, prior notice in writing shall be given.

4.0 STAFF

Where individual staff are named in the Proposal, Rider Levett Bucknall UK Limited will use all reasonable efforts to ensure that the named individual(s) are used. However, this is not guaranteed. Where changes in staff are necessary, reasonable notice of the changes will be given.

5.0 SUB-CONTRACTORS

Rider Levett Bucknall UK Limited reserves the right to employ agents and sub-contractors when providing any part of the Services.

6.0 VARIATIONS OF SERVICE

Rider Levett Bucknall UK Limited will bring to the attention of the Client any additional services required of Rider Levett Bucknall UK Limited which are considered to be outside the Services described in the Proposal.

Unless and until agreed to the contrary, additional services will be charged at hourly rates stated in the Proposal or, at rates analogous thereto. If there are no hourly rates stated in the Proposal or if there are no rates upon which charges can be based, then rates which are fair and reasonable will be charged.

With the exception of actions or failure to act having an impact on safety or compliance with legislation, additional services will only be undertaken with the Client's agreement, confirmed in writing. Where issues of safety or compliance with legislation are involved, Rider Levett Bucknall UK Limited will notify the Client of necessary variations at the earliest opportunity.

7.0 CONFIDENTIALITY

Rider Levett Bucknall UK Limited will comply with the Client's requirements for confidentiality and secrecy to the extent to which they are made known. Any costs incurred by Rider Levett Bucknall UK Limited in so doing are to be reimbursed.

8.0 COPYRIGHT

Copyright in all documents and electronic representations prepared by Rider Levett Bucknall UK Limited in providing the Services is reserved to Rider Levett Bucknall UK Limited.

We often promote our business and its services by using specific examples of the work we have done and the services we have provided to our customers., we may refer to the work or services we will provide to you in future publicity and you grant to us permission to use the following elements for our publicity purposes; we may include naming you as a customer of ours, naming the other parties and

contractors involved in your project, providing a summary of the work undertaken, identifying the land or property concerned and showing photographs and extracts from plans from the project.

9.0 PAYMENT

Invoices for periodic payment for work carried out will be issued on 21st day or nearest working day of each month, which will also be the Payment Due Date. Payment Notices stating the amount of payment and the basis of its calculation are to be issued by the Client not later than 5 days after the Payment Due Date.

Any Pay Less Notice stating an intention to withhold payment, its value, reasons and basis of calculation is to be issued by the Client not less than 1 day before the Final Date for Payment.

In respect of every invoice, the Final Date for Payment shall be 14 days after the Payment Due Date.

Rider Levett Bucknall UK Limited will be entitled following a minimum of 7 days' notice in writing to the Client to suspend performance and delivery of the Services if the Client fails to make full and proper payment in accordance with these provisions.

Without prejudice to any other right or remedy, Rider Levett Bucknall UK Limited shall be entitled to interest upon late payment at the Bank of England base rate plus 8% per annum.

10.0 COMPLAINTS

Rider Levett Bucknall UK Limited treats all complaints seriously and prefers to deal with them at source and between the individuals concerned. If this fails, the following procedure shall be followed.

In the event of a complaint against Rider Levett Bucknall UK Limited, which has not been capable of resolution at source, the Client should write to "The Managing partner" at the office with which the Client is dealing. Failing a satisfactory response, the Client should write to the Director with regional responsibility. For the purpose of clarity, the word "complaint" should be included in the heading.

11.0 TERMINATION

The Contract may be terminated by either party at any time by giving not less than 30 days written notice.

The Contract may be terminated by either party without notice in the event of a material or persistent breach of the Contract by the other party or in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors, or ceases, for any other reason to carry on business, or in either party's reasonable opinion any of these events appears likely to occur.

In the event of termination by Rider Levett Bucknall UK Limited which is not as a result of the Client's breach of Contract, Rider Levett Bucknall UK Limited shall be entitled to payment of Fees as follows:

- such proportion of the sum or percentage as may be fair and reasonable,
- time charges and additional services incurred up to the date of termination; and
- all other charges, disbursements and costs incurred up to the date of termination.

In the event of termination by the Client or by Rider Levett Bucknall UK Limited as a result of the Client's breach of Contract, including inability to pay debts, insolvency or cessation as described above, Rider Levett Bucknall UK Limited shall be entitled to payment of Fees as above plus loss of profit.

12.0 DISPUTES

Any dispute arising under or in conjunction with this Contract shall be settled in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998, Part 1, Adjudication provisions, amended as follows:

- a) At Paragraph 1(1) insert after 'arising under' the words 'or in connection with'.
- b) At Paragraph 2(1)(b) the adjudicator nominating body shall be the Royal Institution of Chartered Surveyors. :

13.0 PROFESSIONAL INDEMNITY INSURANCE

Rider Levett Bucknall UK Limited has professional indemnity insurance with a limit of indemnity of [£1,000,000] (1 million pounds) each and every claim and in the aggregate respect of claims arising from sudden and accidental pollution, contamination, asbestos and claims arising directly or indirectly out of or connected to the fire resistant and/or fire retardant characteristics of external cladding systems and EWS1 works.

Rider Levett Bucknall UK Limited shall maintain such insurance during the carrying out of the Services and for a period of [6] (amend as necessary) years commencing on the date of completion of the Services, provided that such insurance remains available to contractors at commercially reasonable rates and on commercially reasonable terms.

14.0 SERVICE OF NOTICES OR OTHER DOCUMENTS

All notices or other documents required by this Contract shall be in writing marked for the attention of the representative identified pursuant to clause 4 and served upon the addresses notified by the parties or in the absence of such address, then the registered address, where applicable, or the last known principal business address. Any notice shall be deemed to be properly given if it is delivered by hand or by first class post. If the notice is sent by first class post, it shall be deemed to be received two days after the day it was posted. If the notice is delivered by hand, it shall be deemed to have been received on the day it was delivered unless delivered outside of the hours of 9.00am to 5.00pm on a working day in which case it shall be deemed to be received on the next working day.

15.0 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained within this [Agreement], the total aggregate liability of Rider Levett Bucknall under or in connection with this [Agreement], whether in contract, in tort, for negligence or breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed [£1,000,000] (1 million pounds)

16.0 NET CONTRIBUTION

The liability of Rider Levett Bucknall for any loss or damage under this Agreement shall not exceed such sum as it would be just and equitable for Rider Levett Bucknall to pay having regard to the extent of its responsibility for the loss and/or damage in question when compared with the responsibilities of contractors, sub-contractors, consultants and other persons responsible for that loss and/or damage.

17.0 RIGHTS OF THIRD PARTIES

No rights of this Contract shall be extended to third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

18.0 DATA PROTECTION

Each party agrees that it will comply with all applicable laws relating to the protection of personal data in effect from time to time (together, Data Protection Laws), in each case to the extent it applies to each party. In this section, the expressions 'process', 'personal data', 'data processor' and 'data subject' have the meanings given in Data Protection Laws.

Where the Client supplies Rider Levett Bucknall UK Limited with personal data or instructs Rider Levett Bucknall UK Limited to obtain personal data or Rider Levett Bucknall UK Limited obtains personal data in providing its services to the Client (Supplied Personal Data), the Client agrees that Rider Levett Bucknall UK Limited may process that personal data as data controller or as data processor depending on which processing activities Rider Levett Bucknall UK Limited is undertaking as part of the Client's instructions.

Each party will, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk in relation to the Supplied Personal Data.

The types of Supplied Personal Data that Rider Levett Bucknall UK Limited may process on the Client's behalf as data processor include the names, email addresses and telephone numbers of any of the following who are individuals: the Client, the Client's employees, the Client's customers and potential customers (and their employees and representatives), the Client's suppliers and potential suppliers (and their employees and representatives) and persons who have caused the Client, or to whom the Client may have caused, loss, damage or who have claims against the Client or the Client has claims against them (and their employees and representatives) and any other individuals who are relevant or involved in such matters. Any additional types of Supplied Personal Data may be identified in the Proposal.

The Client warrants that:

- all Supplied Personal Data provided by the Client or on the Client's behalf has been lawfully obtained;
- all necessary consents and data processing notices have been provided in relation to the processing of the Supplied Personal Data provided by the Client or on the Client's behalf;
- the Client will not do or omit to do anything which will place Rider Levett Bucknall UK Limited in breach of any Data Protection Laws; and
- the Client is lawfully entitled to provide, ensure the provision of or authorise Rider Levett Bucknall UK Limited to obtain (as the case may be) the Supplied Personal Data for the purposes envisaged by the Client's instructions to Rider Levett Bucknall UK Limited (if necessary Rider Levett Bucknall UK Limited can provide additional advice to the Client about this).

To the extent that Rider Levett Bucknall UK Limited is processing the Supplied Personal Data as the Client's data processor, the purpose of that processing is so that Rider Levett Bucknall UK Limited provides professional services to the Client in accordance with the Client's instructions and in this case where Rider Levett Bucknall UK Limited acts as the Client's data processor the rest of the provisions of this section will apply.

Where Rider Levett Bucknall UK Limited acts as the Client's data processor Rider Levett Bucknall UK Limited shall:

- process the Supplied Personal Data only in accordance with the Client's instructions (provided those instructions are within the scope of the Proposal) unless otherwise required by law or any regulatory body (in which case Rider Levett Bucknall UK Limited shall, where permitted, inform the Client of that legal requirement before processing)
- not transfer or allow the transfer of the Supplied Personal Data outside the European Economic Area other than as permitted by Data Protection Laws, as required in order to carry out the Client's instructions or as authorised by the Client;
- ensure that persons authorised to process the Supplied Personal Data are bound by duties of confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement such security measures as required to enable the Supplied Personal Data to be processed in compliance with Data Protection Laws, including:
 - a) ensuring that access to the Supplied Personal Data is limited to Rider Levett Bucknall UK Limited's personnel who have a reasonable need to access it to enable Rider Levett Bucknall

UK Limited to perform its obligations and limit that access to those parts of the Supplied Personal Data necessary for those purposes; and

- b) taking reasonable steps to ensure the reliability of any of Rider Levett Bucknall UK Limited's personnel who it allows to have access to the Supplied Personal Data and to ensure that all those personnel are informed of the confidential nature of the Supplied Personal Data and are aware of Rider Levett Bucknall UK Limited's obligations relating to it;
- notify the Client without undue delay on becoming aware of a loss, or unauthorised access, disclosure or alteration, of any of the Supplied Personal Data and cooperate with the Client to resolve that issue; and
- at the Client's expense, provide the assistance that the Client may reasonably require to help it to comply with its obligations to keep the Supplied Personal Data secure, allow the Client to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Supplied Personal Data or respond to requests made by data subjects under Data Protection Laws.

The Client authorises Rider Levett Bucknall UK Limited to appoint sub-processors from time to time provided that Rider Levett Bucknall UK Limited notifies the Client of any intended changes concerning the addition or replacement of other sub-processors and Rider Levett Bucknall UK Limited shall impose on any sub-processor (and ensure any sub-processor's compliance with) the terms in this section as if the processing being carried out by the sub-processor was being carried out by Rider Levett Bucknall UK Limited (and Rider Levett Bucknall UK Limited will be responsible for the acts and omissions of those sub-processors as if they were its own acts and omissions).

Whilst Rider Levett Bucknall UK Limited is carrying out the Client's instructions Rider Levett Bucknall UK Limited will (on the Client's written request): provide written details of its data processing activities in respect of Processed Personal Data; and on reasonable notice allow the Client to audit Rider Levett Bucknall UK Limited's compliance with the terms in this section (subject to any reasonable requirements or restrictions that it may impose to safeguard the personal data it holds on behalf of other clients or to avoid unreasonable disruption to its business).

At the end, or on termination, of the Client's instructions Rider Levett Bucknall UK Limited will return or delete all Supplied Personal Data (and delete any copies, except to the extent retention is required by law, for its reasonable record keeping requirements or to perform post termination obligations). The terms in this section will continue to apply for so long as Rider Levett Bucknall UK Limited retains and process any Supplied Personal Data after termination as a data processor.

19.0 GOVERNING LAW

This Contract will be governed by and interpreted in accordance with the laws of England.

We accept the terms and conditions above.

Signed by:

Position:

Company:

Date:

RLB.com

AFRICA | AMERICAS | ASIA | EUROPE | MIDDLE EAST | OCEANIA

