

## APPENDIX A

### PROFESSIONAL SERVICES TO BE PROVIDED

#### Disability Discrimination Act

#### Consultant Terms of Reference

This document is intended to identify the terms of reference that PB will work to and identify those services that are included in the fee percentages overleaf. It has been assumed that the contract will be on a traditional JCT / GC Works arrangement:

#### A Pre-Tender Actions

1. Liaise with the Estates/Client Officers to take instructions as required.
2. Liaise with the Client's/PB CDM Co-ordinator.
3. Interpret the contents of the existing DDA survey reports.
4. Carry out re-inspections of properties to cross check the work requirements within the surveys are still relevant and correct.
5. Where there are changes in the current work requirement compared with the survey documents, make recommendations to ensure that the Vale of Glamorgan Council will still be in compliance with the Act.
6. Liaise with building occupiers where relevant in order to gain access to the buildings for the purposes of inspection.
7. Following completion of the re-inspections, provide estimates of the financial implications to allow the Client to make budgetary decisions.
8. Work with the Client officers to agree the scope of initial tender actions.

#### B Tender Actions

1. Prepare all necessary documents to allow competitive tenders from suitable Contractors for the construction related elements of the works.
2. Prepare all necessary drawings where relevant in liaison with the Client Officer.
3. Liaise with the Client Officer to ensure compliance with the Council's Financial Regulations and Standing Orders in relation to tenders.
4. Invite tenders for the works based on the agreement with the Client Officer.
5. When received inspect the tenders and provide a full tender report to allow recommendations on an appointment to be made.

#### C Contract Actions

1. Prepare all necessary schedules of work, specifications, etc., including drawings where required to allow the successful Contractor to carry out the works.
2. Prepare the relevant standard form of construction contract.
3. Administer the terms of the contract including the issue of all necessary contract documentations, variations, certificates etc.
4. Carry out financial control of the contract, including the issue of Architect's/Contract Administer's certificates, to allow payments to be made to Contractors.

5. Advise the Client Officers in relation to all contractual matters.
6. Make inspections of the works on a monthly basis and holding monthly site meetings ensuring quantity, quality issues are monitored prior to payment.

#### D Completion Actions

1. Upon completion of the works ensure all works are completed in compliance with the contract documents.
2. Agree Final Account.
3. Ensure all relevant documents are completed and passed to the relevant Client Officer.

Additionally, we will provide the following CDM-C services should we be appointed:

#### CDM-C Actions

1. Aid and assist the Council with their obligatory duties under the Regulations with particular regard to the Health & Safety law, ensuring appropriate and competent persons are used in the design phase of the works, ensuring all appropriate data and records concerning the site and its use are available to the design team and the procurement of contractors meets with the Regulations.
2. Produce the pre construction phase plan.
3. Ensure through liaison with the whole design team that proper consideration is given to health and safety issues in respect of the design, construction and maintenance. Also ensuring the tools and information in the arena are available.
4. Ensure that the HSE are suitably notified of the project for each of its separate stages.
5. Liaison with the whole team in respect of Principal Contractor selection and advise the client prior to appointment. Checking the health and safety aspects of Principal contractors and contractors are suitable for the project.
6. Liaise with the Principal Contractor concerning suitability of his Construction Phase Health and Safety Plan and development throughout the project.
7. Review design changes and their effect on the project and participants.
8. Review contractor's health, safety and welfare regimes on behalf of the client and report accordingly.
9. Liaise with the Facilities Management team in respect of their aspirations concerning Health & Safety matters

10. Liaise with the Principal Contractor in regard to his production of appropriate Health & Safety File documentation incorporating Operation and Maintenance Manuals.
11. Attend regular site meetings to facilitate the foregoing.
12. Produce the Health & Safety File with O&M's for the client's retention.

## FEE PROPOSAL

Contract Proposal Number: 200803129 for Professional Services to:  
Client: The Vale of Glamorgan Council  
Project: DDA Schedule of Works Implementation  
Terms: In accordance with PB Terms & Conditions and the offer is open for acceptance for 90 days.

## Scope of Duties

- Full RIBA Plan of Works Services A to L inclusive
- CDM Co-ordinator Services optional

## Draft Programme

- Initial pre-contract review of project to be undertaken 2 weeks from receipt of instructions to allow resources to be mobilised.
- Remaining programme to be confirmed on instruction and dependent on need to achieve financial year end deadlines.

## Fee Basis

A sliding scale of our percentage fees are set out below. Note that the fees will be on a cumulative basis, therefore on a project value of £45k the first £35k of the project value will be charged at 16% and the remainder charged at 13%. Additional time charge for travel time from our Bristol office is not included and this will be charged at the relevant hourly rate as set out overleaf, together with a mileage rate of £0.40 per mile. The fee includes all other disbursements, expenses and costs but excludes VAT, which would be charged at the current rate. Any projects outside of the fee

ranges below would be subject to further negotiation. The fees (and hourly rates) will be subject to an annual review (annually from the date of acceptance).

Capital Value	Fee Percentage (Multi Disciplinary)	CDM-C Fee
10,000 – 35,000	16%	3.0%
35,001 – 75,000	13%	2.4%
75,001 – 125,000	12%	1.8%
125,001 – 250,000	11%	1.2%

The percentage fees overleaf are subject to the following:

- We will accept all the work and not part thereof
- We have assumed we will define a programme to suit our team and access will be forthcoming
- Drawings will be made available in electronic format and made available for our use when preparing the tender package.

We would recommend that all of the identified works are completed under one contract with a single contractor in order to take advantage of economies of scale relating to preliminaries, etc. However, on appointment we will evaluate the works required and advise of the most suitable form of procurement.

Should the works be separated for each building into separate contracts, PB reserve the right to charge the fee percentage relating to each contract value. This is because the work load in preparing tender documents and administering six separate contracts is far greater than for a single contract. For example the fee percentage based on Cowbridge Community College (with a budget of £67k) would be on a cumulative basis as mentioned above with the first £35k charged at 16% and the remainder at 13% of the contract value.

We set out below our time charge fees:

Staff	Hourly Rate
Partner/Director	£100.00
Associate	£73.00
Surveyor	£65.00
Assistant Surveyor	£49.00