

Section 278 – Developer Guidance

Appendices

October 2015

Appendix A – Model Section 278 Agreement

**PRECEDENT S278 AGREEMENT – COUNCIL DESIGNING AND
INSPECTING THE WORKS WITH DEVELOPER PROCURING
THE WORKS**

Dated

2009

AGREEMENT

**under sections 38 and 278 of the Highways Act 1980
relating to
[] Newcastle upon Tyne**

BETWEEN

(1) THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE

and

(2) []

**John Soflty
Head of Commercial Law
The Council of the City of Newcastle upon Tyne
Civic Centre
Newcastle upon Tyne**

THIS DEED is made on the _____ day of _____ 200[

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE** of Civic Centre, Barras Bridge, Newcastle upon Tyne, NE99 2BN ("the Council"); and
- (2) [_____] of [_____] ("the Developer").

WHEREAS

- (1) The Council is the local highway authority for the purposes of *inter alia* section 278 of the 1980 Act and section 111 of the 1972 Act.
- (2) The Developer intends to develop the Land in accordance with the Planning permission.
- (3) The Council as local highway authority is willing to permit the Developer to carry out the Highway Works at the Developer' s expense in accordance with the Specification and subject to the terms of this Agreement.
- (4) [The Developer has also agreed to make a financial contribution towards the future maintenance of the Highway Works].
- (5) The Council considers that the Highway Works will be of benefit to the public and the parties further agree that the Highway Works will benefit the Development for the purposes of section 278 of the 1980 Act.

NOW THIS DEED WITNESSETH

1. Interpretation

1.1 In this Agreement where the context permits words and expressions shall

have the meanings attributed to them below:

“the 1972 Act”	means the Local Government Act 1972.
“the 1973 Act”	means the Land Compensation Act 1973.
“the 1980 Act”	means the Highways Act 1980.
“the 1984 Act”	means the Road Traffic Regulation Act 1984.
“the 1992 Regulations”	means the Road Traffic (Temporary Restrictions) Procedure Regulations 1992.
“the 1996 Regulations”	means the Local Authorities’ Traffic Orders (Procedure) (England and Wales) Regulations 1996.
“Bond”	means a bond for securing the performance of the Developer’s obligations as to the Highway Works in this Agreement such bond to be in the form set out at the Third Schedule of this Agreement and with a bondsman approved by the Council and in a sum equal to the Bond Figure.
“the Bond Figure”	means the sum of [] being the estimate of the Proper Officer of the reasonable cost of the Council carrying out the Highway Works.
“Business Day”	means any day except Saturday Sunday or a Bank or public holiday.
“Business Hours”	means the hours of 9.00 a.m. to 5.30 p.m. on a Business Day.

“Development”	[]
“the Drawing”	means drawing number [] attached to this Agreement at the Second Schedule.
“Final Certificate”	means the certification issued by the Proper Officer upon the expiry of the Maintenance Period.
“the Highway Works”	means the works described in the First Schedule to this Agreement and shown indicatively on the Drawing (or such other plan as may be approved from time to time in writing by the Proper Officer).
“the Highway Works Completion Certificate”	means the certificate of practical completion of the Highway Works to be issued by the Proper Officer when the Highway Works have been completed to his satisfaction.
“the Land”	means the land known as [] which is shown edged in red on the plan attached at the [] Schedule.
“the Lighting Works”	Means the lighting works required as a result of the Highway works to ensure that the public highway is decently lit
“the Maintenance Contribution”	means the sum of [].
“the Maintenance Period”	means the period of twelve months from the date of the Highway Works Completion

Certificate.

“the Newcastle Charter” means the constitution document of the Council and any amendment variation substitution or revision thereof.

“the Planning Permission” Means the planning permission issued by the Council under planning permission reference number [] dated []

“the Proper Officer” means the Director of Technical Services at the Council.

“the Specification” means detailed design and construction drawings for the Highway Works (or any variation or amendments thereto agreed in accordance with the provisions of sub-clause 3.2 below)

- 1.2 References to statutes, byelaws, regulations, orders and delegated legislation shall be interpreted as referring to the statute, byelaw, regulation, order or delegated legislation as amended, varied, substituted or re-enacted and shall include any subordinate byelaws, regulations, orders or delegated legislation made pursuant to the same.
- 1.3 Words denoting the singular number only shall include the plural and vice versa and words denoting the masculine gender shall be deemed to include (as appropriate) the feminine and vice versa.
- 1.4 Any covenant contained herein whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or

permit or suffer to be omitted such act or thing.

1.5 The expressions "the Council" and "the Developer" shall include (unless expressly stated to the contrary) their successors in title and assigns.

1.6 If any party to this Agreement comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

1.7 References to any annexure, clause, sub-clause or schedule is to an annexure, clause sub-clause or schedule to this Agreement.

2. Statutory powers

2.1 This Agreement is made in pursuance of section 278 of the 1980 Act and section 111 of the 1972 Act and all other powers enabling the Council in this behalf.

2.2 The parties hereby agree that the Developer shall act as agent for the Council in respect of the carrying out of the Highway Works.

3. Preparation of the Specification

3.1 The Council shall prepare the Specification for the Highway Works and shall use reasonable endeavours to complete the Specification within [] months of the completion of this Agreement.

3.2 Following the completion of the Specification, the Specification shall only be

subsequently varied, modified or amended with the written agreement of the Proper Officer. For the avoidance of doubt whether a variation, modification or amendment is made to the Specification shall be at the complete discretion of the Proper Officer.

4. Developer to carry out the Highway Works

4.1 The Developer shall enter into and complete the Bond prior to the commencement of the construction of any part of the Highway Works and the Bond shall be cancelled upon the date the Final Certificate is issued.

[Alternative clause 4.1 - The Developer shall prior to the commencement of the Highway Works pay a sum equivalent to the Bond Figure to the Council. Upon the issue of the Highway Works Completion Certificate under clause [] of this Agreement an amount of [] so deposited shall be repaid to the Developer. Upon the issue of the Final Certificate the remaining balance shall be paid to the Developer. If the Developer shall fail to carry out the Highway Works in accordance with its obligations in this Agreement the Council shall be entitled to use such sum to the extent necessary to reimburse the costs properly incurred by the Council in completing the Highway Works or making good any defaults of the Developer with regard thereto].

4.2 The Developer shall not commence any part of the Highway Works until all necessary traffic regulation orders or as the case may be the stopping up orders have been made or as the case may be confirmed.

4.3 The Developer shall carry out and complete the whole of the Highway Works at its expense in a good and workmanlike manner and with proper materials and with reasonable skill and care in respect of design in accordance in all respects with the Specification to the satisfaction of the Proper Officer (acting reasonably and properly).

- 4.4 The Developer shall procure that the Highway Works are carried out by a person who is approved by the Council for the purposes of carrying out works to highways maintainable at public expense and is appointed on the ICE's NEC3 Engineering and Construction Contract, June 2005 (unless otherwise agreed with the Council) or such other form of contract as may be agreed between the Council and the Developer having regard to the Council's proper requirements as local highway authority.
- 4.5 The Developer shall at once remove re-execute and replace any work or materials which in the opinion of the Proper Officer acting reasonably is badly or improperly carried out or defective or otherwise not in accordance with the Specification.
- 4.6 The Developer shall not commence any part of the Highway Works without having given ten working days' prior written notice to the Council.
- 4.7 The Developer shall permit the Council to have access to the Highway Works at all times for the purposes of ensuring compliance with the terms of this Agreement.
- 4.8 The Developer shall liaise and contract as necessary with all statutory undertakers and public utilities concerned in connection with the carrying out by them of any works which they may deem necessary as a result of the Highway Works and afford to them such sums as they may lawfully and properly claim in respect of those works (including any sums for which the Council may be liable as local highway authority).
- 4.9 The Developer agrees to apply for and receive the approval of Southern Electric Contracting Limited for the design of the Lighting Works and pay for such approvals and inspections.

5. Maintenance of the Highway Works

- 5.1 The Council agrees that once it is satisfied that the Highway Works have been completed it shall as soon as reasonably practicable issue the Highway Works Completion Certificate and thereafter the Developer shall continue to maintain the Highway Works until the Final Certificate is issued in accordance with clause 5.2.
- 5.2 The Final Certificate shall be issued by the Council once the following conditions have been satisfied
- 5.2.1 the Maintenance Period has elapsed;
 - 5.2.2 all defects that may have become apparent during the Maintenance Period have been remedied and made good by the Developer at its own expense and to the satisfaction of the Council such defects to include damage or excessive wear and tear caused to the Highway Works during the Maintenance Period;
 - 5.2.3 the Highway Works have been provided with proper street lighting to the satisfaction of the Council;
 - 5.2.4 that any damage to the Highway Works howsoever caused including (without limitation) acts of third parties has been remedied by the Developer at the Developer's expense;
 - 5.2.5 the Developer has delivered to the Council the Health and Safety file in relation to the Highway Works in accordance with the Construction (Design and Management) Regulations 2007;
 - 5.2.6 any necessary drainage or wayleave deeds or agreements referred to in clause [] have been completed; and
 - 5.2.7 any other matters which the Council considers relevant.
- 5.3 The Developer shall pay the Maintenance Contribution to the Council within twenty eight days of date that the Final Certificate is issued.

6. Design and inspection costs

- 6.1 The Developer shall pay to the Council upon receiving written demands

therefor the costs incurred by the Council in respect of the design and inspection of the Highway Works by the Council including abortive costs in accordance with the following provisions. The said costs shall be calculated on a time-related basis according to the following hourly rates (which rates shall be subject to a reasonable increase on 1 April each year following the date of this Agreement):

Principal Engineer	£[] per hour
Senior Engineer	£[] per hour
Engineer/ Land Surveyor	£[] per hour
Assistant Engineer	£[] per hour
Senior Engineering Technician	£[] per hour
Engineering Technician	£[] per hour
Assistant Engineering Technician	£[] per hour

and shall be paid within 28 days of the date of an invoice being issued by the Council.

- 6.2 The Developer shall pay to the Council a project management fee which shall be the greater of 1% of the estimated costs of the Highway Works or £500.00 within 28 days of the date of an invoice being issued by the Council

7. Council's step in rights

- 7.1 In the event that the Developer fails to complete any part of the Highway Works in accordance with the provisions of this Agreement then the Council may carry out such works and recover from the Developer the costs which it incurs in doing so PROVIDED THAT the Council shall retain the right at any time to enter upon those areas of highway which are affected by the Highway Works for the purposes of carrying out any works which it considers necessary to discharge its obligations as local highway authority.

8. Traffic Regulation Order

8.1 The Developer shall pay to the Council the costs for the process of making a traffic regulation order and the making of a traffic regulation order (subject to statutory procedures under the Road Traffic Regulation Act 1984 and the Local Authorities Traffic Orders Regulations 1996 and the procedures under the Newcastle Charter) and the costs of signage and material which is incurred by the Council in the making of any traffic regulation order which the Council considers to be necessitated by the Development.

9. Indemnities

9.1 The Developer shall pay to the Council a sum equal to such costs as by way of compensation or otherwise are incurred by the Council and which may be payable to any person in consequence of the execution of the Highway Works or the use of the Highway Works when completed or for injurious affection whether payable under Parts I and II of the Land Compensation Act 1973 (as amended) or by virtue of any other statutory provision or by law except to the extent that such costs are incurred due to the default or negligence of the Council its servants agents or workmen.

9.2 The Developer shall indemnify the Council against all actions costs and claims and demands which may be made against it in connection with all contracts entered into in pursuance of this Agreement except to the extent that such costs are incurred due to the default or negligence of the Council its servants agents or workmen.

10. Drainage Rights and Wayleaves

10.1 The Developer shall execute or procure the execution by all necessary parties of such deeds or agreements as are in the opinion of the Council necessary to secure to the Council:

10.1.1 Full drainage rights in respect of any surface water drainage system of the Highway Works; and

10.1.2 all necessary wayleaves in respect of any system of lighting comprised in the Highway Works to include but not limited to a right to inspect, maintain, adjust, repair or alter the said apparatus,

PROVIDED THAT the Council shall not be liable for the payment of compensation or legal or other costs and fees arising on account of the execution of any such deeds (which for the avoidance of doubt shall be the liability of the Developer).

11. Payment of Council's costs

11.1 The Developer agrees to pay all reasonable and proper costs of the Council in the preparation of this Agreement on the execution hereof.

12. Interest

12.1 Unless expressly specified otherwise all sums payable by the Developer to the Council shall be paid within 28 days of the receipt of a demand for such sum made by the Council in accordance with the terms of this Agreement.

12.2 In the event that the Developer fails to make a payment in accordance with the timescales set by this Agreement the Developer shall pay interest on the sum due at the rate of four per centum (4%) above the base rate of the Co-operative Bank Plc per day from the due date until payment.

13. Notices

13.1 Any notice or other communication given or made under this Deed shall be in writing and shall either be delivered by hand or sent by first class post to the address of the addressee specified above or such other address as the Council or as the case may be the Developer may from time to time notify to the other parties.

13.2 Unless shown to have been received earlier any notice or communication shall be deemed to have been received as follows:

13.2.1 if sent by first class post (otherwise than at a time when the sender is or ought reasonably to be aware of a disruption to the relevant post service) one Business Day after posting, exclusive of the day of posting; and

13.2.2 If delivered by hand on the day of delivery if delivered at least two hours before the close of Business Hours on a Business Day and in any other case on the next Business Day.

14. Exclusion of third party rights

14.1 The provisions of the Contract (Rights of Third Parties) Act 1999 are excluded from the terms of this Agreement.

15. Fettering discretion

15.1 Nothing herein contained shall fetter any of the statutory rights, powers, duties and obligations for the time being vested in the Council as local planning authority, local highway authority or otherwise.

16. Governing Law and Jurisdiction

16.1 The terms of this Deed shall be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

17. Local land charge

17.1 This Agreement is a local land charge and shall be registered as such.

18. Restrictions on the Development

18.1 The Developer shall not permit any building on the Land to be occupied or brought into use for the purposes permitted by the Planning Permission until all sums due pursuant to clauses [] have been paid to the Council.

**THE FIRST SCHEDULE
THE HIGHWAY WORKS**

[Describe works]

**THE SECOND SCHEDULE
THE DRAWING**

THE THIRD SCHEDULE

THE BOND

BY THIS BOND [] whose principal office is at [] (“the Developer”) and [] (Company Registration Number []) whose registered office is situate at [] (“the Surety”) and their respective successors in title and assigns are bound jointly and severally to the **COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE** of Civic Centre, Barras Bridge, Newcastle upon Tyne, NE99 2BN (“the Council”) for the payment to them of the sum of [] pounds (£[])

EXECUTED AS A DEED this day of 200[]

WHEREAS

1. By an agreement under section 278 of the Highways Act 1980 dated [DATE] relating to the land known as [] and made between the Developer and the Council (“the Agreement”) and the Developer covenanted with the Council to carry out the Highway Works as defined and referred to in the Agreement (“the Section 278 Covenants”)
2. It is intended that this Bond shall be construed as one with the Agreement.

NOW THE CONDITION of the above written Bond is such that if the Developer his successors and assigns shall well and truly perform the Section 278 Covenants and the Final Certificate is issued by the Council pursuant to clause [] of the Agreement or if on default by the Developer to do so the Surety shall pay to the Council the said sum of [] (£[]) then the above written Bond shall be null and void BUT OTHERWISE it shall be and remain in full force and effect and the giving by the Council of any extension of time for the

carrying out of the Section 278 Covenants or any other forgiveness or forbearance on the part of the Council to the Developer or its successors or assigns shall not in any way release the Surety from the Surety's liability under the above written Bond.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

EXECUTED as a DEED by **THE COUNCIL**)
)
OF THE CITY OF NEWCASTLE UPON TYNE)
)
whose COMMON SEAL was hereunto)
)
affixed in the presence of)

EXECUTED as a DEED by)
)
[])
)
)
)
)

Appendix B – Fees and Charges

The information provided in the following three tables is extracted from the “Technical Services’ Fees & Charges” document, which is based upon the Association of Consulting Engineers (ACE), Agreement A(1) 2002, Civil/Structural Engineering – Lead Consultant and the accompanying Guidance document.

Table 1: Fee Basis

Task		Technical Services Design	Developer Design
Agreement Drafting and Monitoring		Time Charge	Time Charge
Brief / Options Development		Time Charge	n/a
Topographical Survey		Time Charge	n/a
Design	Project less than £50,000	Time Charge	n/a
	Project more than £50,000	See Table 2 below	n/a
Dealing with Statutory Undertakers		Time Charge	n/a
Consultation		Time Charge	Time Charge
Traffic Signals	Design	Time Charge	Time Charge
	Construction	Time Charge	Time Charge
Street Lighting	Design	Time Charge	Time Charge
	Construction	Time Charge	Time Charge
Soft Landscaping	Design	Time Charge	n/a
	Supervision	Time Charge	n/a
Administration of Other Functions		Time Charge	Time Charge
Road Safety Audit	All Stages	Time Charge	Time Charge
Design Check		n/a	Time Charge

Structures Technical Approval	n/a	Time Charge
Traffic Regulation Orders	Time Charge	Time Charge
Site Inspection	n/a	Time Charge
Site Supervision	Time Charge	n/a
Additional Design / Abortive Work	Time Charge	n/a

Table 2: Design Fee Percentage

Percentage design fee to be claimed by Technical Services based upon the Project Cost

Project Cost	Percentage Fees
£0 - £50,000	Time Related
£50,001 - £100,000	10%
£100,001 - £200,000	9%
£200,001 - £300,000	8%
£300,001 - £500,000	7%
£500,001 - £1,000,000	6%
£1,000,001 - £5,000,000	5%

Table 3: Time Charge Rates

The table below details the hourly time charges that will be made for Technical Services staff engaged in the delivery of time related activities.

Financial Year 2011-2012

Post Title	Charge Rate per Hour
Principal Engineer	75.33
Senior Engineer	61.74
Engineer / Land Surveyor	55.79
Assistant Engineer	48.36
Senior Engineering Technician	42.04
Engineering Technician	35.39
Assistant Engineering Technician	29.15

Appendix C – Commuted Sums

Calculating Commuted Sums

The cost of the developer's maintenance obligation is calculated using the following nationally recognised formula:-

$$\text{Commuted Sum} = \text{Sum (Mp)} / (1 + D / 100)^T$$

Where: **Mp** = Estimated Periodic Maintenance Cost
D = Discount Rate (effective annual interest rate) (%)
T = Time Period before expenditure will be incurred (years)

Definitions:

Maintenance Cost (Mp)

The maintenance costs are based on contract rates current at the time of calculation and the frequency of treatment or intervals of replacement, based on planned frequencies or historic information. A sum of 10% of the works will be added to cover our design and supervision costs.

Discount Rate (D)

The discount rate (effective annual interest rate) is worked out as follows:

$$\begin{aligned} D &= [(1 + \text{Interest Rate}) / (1 + \text{Inflation Rate})] - 1 \\ &= [(1 + 0.045) / (1 + 0.0225)] - 1 \\ &= 2.2\% \end{aligned}$$

Where: Interest Rate = 4.5 % based on long term neutral base rate,
Inflation Rate = 2.25% based on Retail Price Index (RPI-X).

Time period (T)

A period of 60 years is conventionally used as the life of all highway assets.

The exceptions to this are:

- Where highway assets have been constructed to serve a development that is intended to have a life of less than 60 years.
- Where the period until major maintenance / refurbishment maintenance of highway assets covered under a Section 278 agreement is less than 60 years.
- Where the highway asset is a structure because the Bridge Management Code recommends a life of 120 years.

Sample Calculation for illustration Purposes

Tegula Blockwork in Carriageway

Take up and relay blocks @ £31.10 per m²

Add cost of new blocks (10% of existing blocks replaced) @ £21.25 sq.m = £2.13 per m²

Total Cost of Lifting & Relaying Existing Blocks with 10% Block Replacement = £33.23 per m²

15% of total area treated in 10 years = £33.23 x 15% = £4.98 per m²

Estimated Periodic Maintenance Cost (£ at present values) **Mp** = 4.98

Interval between Periodic Maintenance (years) **T** = 10 years

Discount Rate (%) **D** = 2.2

Time Limit for Commutation (years) **T^{max}** = 60 years

Present Value of a future maintenance event = $Mp / (1 + D/100)^{nT}$

(where **n** is the number of the maintenance event - 1st, 2nd, etc., and **nT** does not exceed **T^{max}**.)

	n	nT	Present Value
Event Number	1	10 years	£4.01
	2	20 years	£3.22
	3	30 years	£2.59
	4	40 years	£2.09
	5	50 years	£1.68
	6	60 years	£1.35
Commuted Sum (total present value of future maintenance)			£14.94 per m²
Total Commuted Sum (incl. 10% design and supervision fees)			£16.43 per m²

Schedule of Commuted Sums (

Highway Asset	Item / Material / Feature	Maintenance Level of Intervention (years)	Time Limit for Commutation (years)	Unit	Commuted Sum
Carriageway Surfacing	HRA Surface Course	20	60	Sq.m	TBC
	Thin Surface Course	20	60	Sq.m	TBC
	High Friction Surfacing	6	60	Sq.m	TBC
	HDM Binder	40	60	Sq.m	TBC
	HDM Base Course	60	60	Sq.m	TBC
	Block Paving	10	60	Sq.m	TBC
Carriageway and Footway Features	Kerbs	20	60	Lin.m	TBC
	Channels	20	60	Lin.m	TBC
	Edging	20	60	Lin.m	TBC
	Road Markings	10	60	Lin.m	TBC
	Road Studs	20	60	No.	Type Specific
Drainage	S.U.D.S	1	60	No.	Site Specific
	Gullies	30	60	No.	Type Specific
	Pipework / Connections	30	60	Lin.m	Type Specific
	Manholes	30	60	No.	Type Specific
	Combined Kerb Drainage Units	20	60	Lin.m	TBC
Footway Surfacing	HDM Surface Course	20	60	Sq.m	TBC
	HDM Binder	20	60	Sq.m	TBC
	Block Paving	10	60	Sq.m	TBC
	Concrete Flagging	10	60	Sq.m	TBC
	Natural Stone Flagging	10	60	Sq.m	TBC
Fences and Barriers	Safety Barriers	10	60	Lin.m	Type Specific
	Pedestrian Guardrail	10	60	Lin.m	Type Specific

Street Lighting	Standard	10	60	No.	TBC
	Architectural	10	60	No.	Type Specific
	Illuminated Signs	10	60	No.	Type Specific
Structures	Bridge		120	No.	Site Specific
	Subway		120	No.	
	Culvert		120	No.	
	Retaining Wall		120	No.	
	Sign Gantries/Cantilever Sign		120	No.	TBC
Street Furniture	Seating	10	60	No.	TBC
	Litter Bins	10	60	No.	TBC
	Metal Bollard	10	60	No.	TBC
	Recycled Plastic Bollard	10	60	No.	TBC
	Street Name Plates	10	60	No.	TBC
	Cycle Racks	10	60	No.	TBC
	Tree Grille	10	60	No.	TBC
Traffic Management	Non-Illuminated Traffic Signs	20	60	No.	Type Specific
	Variable Message Signs	20	60	No.	Type Specific
	Speed Hump / Table	20	60	No.	Type Specific
	Traffic Island / Pedestrian	20	60	No.	Type Specific
Traffic Signals	Traffic Signal Installation	5	60	No.	Site Specific
Verges and Landscape Areas		1	60	Sq.m	TBC
	Trees	1	60	No.	TBC
	Shrubs	1	60	No.	TBC
	Hedges	1	60	Lin.m	TBC
	Planters	1	60	No.	TBC

Appendix D – Conditions of Completion

Information needed by Technical Services to allow a design check to be undertaken

Electronic copies (dwg and pdf) of the following (where applicable):

Drawings

- General Arrangement – as built
- Site Clearance
- Fencing / Guardrail
- Surface Water Drainage
- Earthworks
- Carriageway Surfacing
- Kerbs & Footways
- Traffic Signs & Road Markings (including development signing)
- Traffic Signals
- Street Lighting
- Structures
- Construction Details
- Statutory Undertaker Layout / Details (including. new supplies)
- Development Layout

Documents

- Specification changes from Department for Transport standard specification (or similar);
- Surface Water Drainage (Manhole & Drainage Schedules), SUDS storage design;
- Structural Design package for any highway-related structure required to facilitate the development (in accordance with Technical Services' Structural Technical Approval document); and
- Information relating to any Statutory Undertaker diversions required within the highway as a result of the S278 works.

Level & Layout Information

- Horizontal and vertical alignment information generated by MX software format (or similar) in Genio.txt format showing the existing and proposed layout;
- Contour plans, cross sections (10m centres) and long sections; and
- Level and layout information for the development including tie-in details.

Programme / Sequence of Works

- Including constraints of development

Appendix E – Client Roles & Responsibilities Under CDM 2015 (HSE)

Commercial clients: roles and responsibilities

Construction (Design and Management) Regulations 2015 (CDM 2015)

CDM 2015 makes a distinction between commercial clients and [domestic clients](#). Client duties apply **in full** to commercial clients (for domestic clients the duties normally pass to other dutyholders).

A commercial client is any individual or organisation that carries out a construction project as part of a business.

Commercial clients have a crucial influence over how projects are run, including the management of health and safety risks. Whatever the project size, the commercial client has contractual control, appoints designers and contractors, and determines the money, time and other resources for the project.

For all projects, commercial clients must:

- make suitable arrangements for managing their project, enabling those carrying it out to manage health and safety risks in a proportionate way. These arrangements include:
 - appointing the [contractors](#) and [designers](#) to the project (including the [principal designer](#) and [principal contractor](#) on projects involving more than one contractor) while making sure they have the skills, knowledge, experience and organisational capability
 - allowing sufficient time and resources for each stage of the project
 - making sure that any principal designer and principal contractor appointed carry out their duties in managing the project
 - making sure suitable welfare facilities are provided for the duration of the construction work
- maintain and review the management arrangements for the duration of the project
- provide pre-construction information to every designer and contractor either bidding for the work or already appointed to the project
- ensure that the principal contractor or contractor (for single contractor projects) prepares a construction phase plan before that phase begins
- ensure that the principal designer prepares a health and safety file for the project and that it is revised as necessary and made available to anyone who needs it for subsequent work at the site

For notifiable projects (where planned construction work will last longer than 30 working days and involves more than 20 workers at any one time; or where the work exceeds 500 individual worker days), commercial clients must:

- [notify HSE in writing with details of the project](#)
- ensure a copy of the notification is displayed in the construction site office