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Simon Cash
Artelia UK
Tubs Hill House
London Road
Sevenoaks
Kent
TN13 BL

Direct Line: [REDACTED]

Date: 9th July 2014

Dear Mr Cash

Grenfell Tower - Enhancements

Please find enclosed the contract as signed by Kensington and Chelsea TMO.
Apologies for the delay.

Yours sincerely

A handwritten signature in black ink, appearing to read "L. de Jesus".

Liza De Jesus
On behalf of Jenny Jackson
Assets & Regenerations
For Kensington & Chelsea TMO

Encl.

Corporate Professional Local

RICS Standard Form of Consultant's Appointment



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RICS Standard Form of Consultant's Appointment



RICS wishes to acknowledge the contribution made to these documents from its Members from the Built Environment Group of Faculties (Building Control, Building Surveying, Project Management and Quantity Surveying and Construction). Special thanks are also due to Len Stewart of Davis Langdon, Kevin Greene, Daniel Lopez de Arroyabe, Lee Forsyth and David Race of K&L Gates LLP, Tony Baker of A&T Consultants Ltd and Yassir Mahmood for their particular contributions.

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Published by the Royal Institution of Chartered Surveyors (RICS)
under the RICS Books imprint
Surveyor Court
Westwood Business Park
Coventry
CV4 8JE
UK
www.ricsbooks.com

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First published May 2008

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Insert date following execution by all parties.

THIS AGREEMENT is made on the 23rd day of June 2014

BETWEEN:

Where the Client is a company or a limited liability partnership, insert full name, company number and address of registered office of the Client.

- (1) The Client Royal Borough of Kensington and Chelsea Tenant Management Association (RBKCTMO)
(company registration number 3048135)
whose registered office is at 292a Kensal Road, London, W10 5BE

or

Where the Client is a partnership or an individual, insert full name of the Client and address of principal place of business/address. Where the Client is an individual, delete the wording in square brackets.

- (1) ~~The Client~~ _____
[being all the partners of that firm and] whose principal place of business/address is at _____

and

Where the Consultant is a company or a limited liability partnership, insert full name, company number and address of registered office of the Consultant.

- (2) The Consultant Appleyards Limited (Trading as Artelia UK)
(company registration number 3935522)
whose registered office is at Tubs Hill House, London Road, Sevenoaks, Kent, TN13 1BL

or

Where the Consultant is a partnership or an individual, insert full name of the Consultant and address of principal place of business/ address. Where the Consultant is an individual, delete the wording in square brackets.

- (2) ~~The Consultant~~ _____
[being all the partners of that firm and] whose principal place of business/address is at _____

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Appointment the following expressions have the following meanings:

"Additional Services" means any services relating to the Project which are not identified as Basic Services in the services listed in Schedule 1;

"Additional Services Fee" means the fee payable by the Client to the Consultant for Additional Services determined in accordance with Clause 10;

"Adjudicator" means the person named as such in the Appendix or, if no person is named or the person named is not available, such other person as may be appointed as the Adjudicator from time to time in accordance with Clause 16.4;

"Appendix" means the appendix to this Appointment;

"Base Rate" means the rate set from time to time by the Bank of England's Monetary Policy Committee or any successor to it;

"Basic Services" means the services identified by reference in Schedule 1;

"Building Contract" means the contract or contracts between the Client and the Contractor for the construction of the Project, a copy of which (or a copy of relevant extracts of which) the Client provides to the Consultant;

"CDM Regulations" means the Construction (Design and Management) Regulations 2007;

"Client's Brief" means the brief set out in Schedule 3 identifying the Client's requirements in relation to the Project as such requirements may, in accordance with the Client's instructions, be amended from time to time with the Consultant's agreement (which agreement is not to be unreasonably withheld or delayed);

"Client Contracts" means the particulars of all contracts between the Client and third parties, which the Client notifies to the Consultant, relating to the financing or re-financing of the Project, the disposal and/or letting of any interest in the Project, the provision of any enabling works for the Project, or the giving of consent or permission for the carrying out of the Project;

"Client Group Company" means any holding company of the Client or any subsidiary of the Client or of any holding company of the Client (within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989);

"Collateral Warranties" means collateral warranties in the relevant forms annexed to this Appointment and signed by the parties by way of identification or in substantially the relevant forms as agreed between the parties;

"Contractor" means the contractor or contractors which the Client appoints under the Building Contract;

"Documents" means all drawings, plans, details, specifications, bills of quantities, schedules, reports, records, calculations and all other documents including computer software and revisions of the same prepared by or on behalf of the Consultant for the purposes of the Project;

"Fee" means the amount payable in accordance with this Appointment by the Client to the Consultant for the Basic Services and includes any adjustment of the Fee under this Appointment;

"Funder" means a person providing finance or re-finance to the Client in connection with the acquisition of the Site and/or the carrying out of the Project;

"Insolvent" means when a party:

- (a) enters into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme or arrangement as a solvent company for the purposes of amalgamation or reconstruction);
- (b) without a declaration of solvency, passes a resolution or makes a determination that it be wound up;
- (c) has a winding-up order or bankruptcy order made against it;
- (d) has appointed to it (whether by that party, by a creditor or by the court) an administrator or administrative receiver;
- (e) is the subject of any analogous arrangement, event or proceedings in any jurisdiction; or
- (f) in the case of a partnership, when each partner is the subject of an individual arrangement or another event or proceedings referred to in this definition;

"Lead Consultant" means the member of the Professional Team designated as such by the Client and identified in the Appendix;

"Pay Less Notice" means the notice referred to in Clause 9.9;

"Practical Completion" means practical completion of the Project in accordance with the Building Contract;

"Professional Team" means the Consultant, the professionals listed in the Appendix and any other professionals engaged by the Client in relation to the Project and which the Client notifies to the Consultant;

"Programme" means the programme agreed by the Professional Team and approved by the Client identifying key completion and other dates and time periods for the completion of key activities and the issue of Documents and information in relation to the Project and which may from time to time be adjusted by agreement between the Client and the Professional Team;

"Project" means the design and/or construction of the works described in the Appendix at the Site and (where appropriate) means the completed Project or any part of it;

"Purchaser" means a person first acquiring from the Client or a Client Group Company a freehold interest in the Project or any part of it, and includes for this purpose a purchaser for capital consideration of a leasehold interest in the Project or any part of it;

"Relevant Period" means:

- (a) where this Appointment is signed under hand, 6 years from Practical Completion; and
- (b) where this Appointment is executed as a deed, 12 years from Practical Completion;

"Requisite Standard" means the standard of reasonable skill and care to be expected of an appropriately qualified professional consultant of the discipline specified in the Appendix holding itself out as having the competence and

resources to perform the Services and who is experienced in providing services in connection with works of a similar size, scope, nature, complexity and value as the Project;

"Services" means the Basic Services and, where applicable, the Additional Services;

"Site" means the site described in the Appendix;

"Statutory Requirements" means the requirements of any statute or subordinate legislation relevant to the Project;

"Tenant" means a person first having or acquiring from the Client or a Client Group Company a leasehold interest in the Project or any part of it (other than a Purchaser);

"Third Party Rights" means rights that may be conferred on third parties in accordance with the Contracts (Rights of Third Parties) Act 1999 as agreed between the parties and annexed to this Appointment and signed by the parties by way of identification; and

"VAT" means value added tax imposed by the Value Added Tax Act 1994 or any similar tax from time to time in addition to it or replacing it.

1.2 In this Appointment, unless the context otherwise requires:

- (a) references to Clauses and Schedules are to clauses of and schedules to this Appointment;
- (b) headings are for ease of reference only and do not affect the interpretation of this Appointment;
- (c) words importing the singular include the plural and vice versa;
- (d) words denoting any gender include all genders;
- (e) any reference to a person includes a reference to a company, body corporate (wherever incorporated), partnership, firm, joint venture, unincorporated body of persons, individual or any state or any agency of a state whether or not a separate legal entity;
- (f) any reference to "parties" is construed as a reference to the Client and Consultant together and "party" means either one of them and such references include each party's permitted assigns and transferees;
- (g) any reference to "including" is construed as being illustrative and does not limit the sense of the words preceding that term;
- (h) any reference to a statute or statutory provision is construed as a reference to that statute or provision as amended, consolidated, supplemented or re-enacted (with or without modifications) from time to time (whether before or after the date of this Appointment) and any subordinate legislation made under or deriving validity from that statute or provision; and
- (i) where any Clause requires an act to be done within a specified period after or from a specified date, the period begins immediately after that date. Where the period includes Christmas Day, Good Friday or a day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales, that day is excluded.

2 Appointment

The Client engages the Consultant to perform the Services and the Consultant accepts such engagement upon and subject to the terms of this Appointment. The engagement takes effect from the date when the Consultant first commences performance of the Services, irrespective of the date of this Appointment.

3 Consultant's Obligations

Requisite Standard

- 3.1 The Consultant exercises in the performance of the Services the Requisite Standard.

Performance of the Services

- 3.2 The Consultant performs the Services upon and subject to the terms of this Appointment.
- 3.3 The Consultant complies with the Client's Brief exercising the Requisite Standard.
- 3.4 If the Consultant is designated as Lead Consultant in the Appendix, the Consultant co-ordinates the activities of the Professional Team and gives instructions to the Professional Team as necessary. As Lead Consultant, the Consultant schedules the activities so as to comply with the Programme and informs the Client of any failure by any member of the Professional Team to comply with the Programme.
- 3.5 If the Consultant is not designated as Lead Consultant in the Appendix, the Consultant co-operates with the Lead Consultant. The Consultant complies with the instructions of the Lead Consultant in relation to the co-ordination of the activities of the Professional Team unless this causes the Consultant to be in breach of this Appointment or the Consultant is prevented from doing so by circumstances outside its reasonable control.
- 3.6 The Consultant performs the Services exercising the Requisite Standard so that no breach by the Consultant of this Appointment causes or contributes to any breach by the Client of any term of the Building Contract and/or any Client Contract that has been notified to the Consultant by the Client, unless the Consultant is prevented from doing so by circumstances outside its reasonable control. Provided that:
- (a) the Consultant is not required to comply with this Clause to the extent that any term of the Building Contract and/or any Client Contract notified to the Consultant after the date of this Appointment exposes the Consultant to any liability in excess of that which is reasonably foreseeable by the Consultant at the date of this Appointment; and
 - (b) (subject to Clause 3.6(a)) where any term of the Building Contract and/or any Client Contract notified to the Consultant after the date of this Appointment requires the Consultant to perform Additional Services in order to comply with this Clause, the Consultant is entitled to an Additional Services Fee in accordance with this Appointment.
- 3.7 The Consultant performs the Services and provides the Documents so as to comply with the Programme, unless the Consultant is prevented from doing so by circumstances outside its reasonable control.
- 3.8 The Consultant notifies the Client if it becomes aware that the performance of the Services is delayed or likely to be delayed and/or, if the Consultant is the Lead Consultant, that the Project is delayed or likely to be delayed, stating in each case the cause of the delay (if it knows the cause) and giving an estimate of the effect on the Programme.

Instructions and Approvals

- 3.9 The Consultant complies, so far as reasonably practicable, with all lawful instructions given to it by the Client provided that, where it is required to exercise discretion in assessing matters between the Client and the Contractor, it does so fairly and impartially.
- 3.10 No consents of, or approvals or comments from, the Client exclude or limit the liability of the Consultant under this Appointment except to the extent that such consents, approvals or comments are agreed between the parties in writing to have such an effect.

4 Health & Safety, Statutory Requirements and Prohibited Materials

Health & Safety

- 4.1 The Consultant complies at all times with the CDM Regulations to the extent that they apply to the Services or the Project.
- 4.2 Where the Appendix states that the Consultant is a "designer" for the purposes of the CDM Regulations, the Consultant acknowledges that, in relation to the Services, it is a "designer" as defined in the CDM Regulations and it complies with its obligations and duties as a "designer" as provided in the CDM Regulations.

Statutory Requirements

- 4.3 The Consultant complies with the Statutory Requirements when performing the Services.

Design Responsibility

- 4.4 The Consultant is only responsible for the design of the Project or any part of it and/or for specifying or approving materials for the Project or any part of it if and to the extent that it is designated as having such responsibility in the Appendix.

Prohibited Materials

- 4.5 Where the Appendix states that this Clause is applicable, the Consultant exercising the Requisite Standard:
- (a) does not specify for use in connection with the Project any materials which by their nature or application contravene any British Standard or EU equivalent current at the time of specification or which are otherwise generally known within the construction and engineering industry at the time of specification to be harmful to health and safety or to the durability of works in the particular circumstances in which they are specified for use; and
 - (b) insofar as is reasonably practicable and having regard to the nature and extent of the Services, sees that such materials are not used in the construction of those parts of the Project to which the Services relate.

5 Limitations of Liability

- 5.1 Except for liability for death and/or personal injury, the maximum aggregate liability of the Consultant to the Client under or in connection with this Appointment and all other documents relating to the Services (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) is limited to the amount specified in the Appendix.

- 5.2 Where the Appendix states that this Clause is applicable, and without prejudice to any other exclusion or limitation of liability available to the Consultant, the Consultant's liability for loss or damage suffered by the Client in the event of any breach of this Appointment is limited to the proportion of such loss or damage that it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's responsibility for the same and on the assumptions that:
- (a) the persons identified in the Appendix have provided contractual undertakings to the Client on terms no less onerous than those set out in this Appointment in respect of the carrying out of their obligations in connection with the Project;
 - (b) there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and any person referred to in Clause 5.2(a); and
 - (c) all the persons referred to in Clause 5.2(a) have paid to the Client such sums as it is just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

Provided always that the Consultant does not assert that it has no or a reduced liability to the Client under this Appointment solely by reason of the fact that the Contractor accepts responsibility for the design of the Project, to the extent such design is undertaken by the Consultant.

- 5.3 No action or proceedings for any breach of this Appointment may be commenced against the Consultant after the expiry of the Relevant Period.

6 Collateral Warranties and Third Party Rights

Choice of Collateral Warranties or Third Party Rights

- 6.1
- (a) Where the Appendix states that the Consultant is not required to provide Collateral Warranties or to confer Third Party Rights, Clauses 6.2 and 6.3 do not apply.
 - (b) Where the Appendix states that the Consultant is required to provide Collateral Warranties in favour of third parties, Clause 6.2 applies.
 - (c) Where the Appendix states that the Consultant is required to confer Third Party Rights on third parties, Clause 6.3 applies.

Collateral Warranties

- 6.2 Within 14 days of the receipt by the Consultant of each written request from the Client, the Consultant executes a Collateral Warranty in favour of the person named in such request, provided such person is identified in the Appendix either by name or class as being a person entitled to receive a Collateral Warranty.

Third Party Rights

- 6.3 On each date on which the Client issues a notice to the Consultant identifying by name a person who is identified in the Appendix either by name or class as being a person entitled to receive the benefit of Third Party Rights, the relevant Third Party Rights vest in the person named in such notice.

Contracts (Rights of Third Parties) Act 1999

- 6.4 Except to the extent that rights are granted under Clauses 6.2 and/or 6.3, nothing in this Appointment confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

6.5 The rights of the parties:

- (a) to terminate the Consultant's engagement under this Appointment (whether under Clause 15 or otherwise) or to agree to rescind this Appointment;
- (b) to agree to amend or otherwise vary or to waive any of the terms of this Appointment; or
- (c) to agree to settle any dispute or other matter arising out of or in connection with this Appointment,

in each case on such terms as they shall in their absolute discretion think fit, are not subject to the consent of any person in whom the benefit of Third Party Rights is vested.

7 Consultant's Personnel

The Consultant nominates the key personnel set out in the Appendix as the persons primarily responsible within its organisation for the carrying out of the Services for so long as they remain in the employment of or (if applicable) partners of the Consultant. The Consultant ensures (unless it is prevented from doing so by circumstances outside its reasonable control) that such persons devote such time and attention to the Services as is necessary for them properly to fulfil their duties. Such persons are not changed other than by written agreement between the parties (such agreement not to be unreasonably withheld or delayed).

8 Client's Obligations

- 8.1 The Client provides the Consultant with any relevant and necessary information which is in its possession or control by the date specified in the Programme or (if no date is specified) in such reasonable time so as not to delay or disrupt the performance by the Consultant of the Services.
- 8.2 The Client gives any decisions, approvals, consents or instructions required within a reasonable time, having regard to the Programme.
- 8.3 The Client gives, and procures (so far as reasonably practicable), that the other members of the Professional Team give, such assistance to the Consultant as is reasonably required by the Consultant for the performance of the Services.
- 8.4 The Client does not warrant the accuracy of any information provided by it to the Consultant save for the following:
 - (a) the Client's Brief; and
 - (b) any specialist reports and surveys provided by the Client upon which it is reasonable for the Consultant to rely in performing the Services.
- 8.5 The Consultant notifies the Client upon becoming aware that any of the information referred to in Clause 8.4 is incomplete or contains any inaccuracies or discrepancies.
- 8.6 The Client appoints the person named in the Appendix to act on its behalf in connection with this Appointment subject to the limits of authority (if any) set out in the Appendix. Such person may delegate to any other person the authority to perform any of his functions under this Appointment and may at any time revoke or amend such authority by, in each case, giving prior notice in writing to the Consultant. The Client may replace the person named in the Appendix at any time by giving prior notice in writing to the Consultant.

- 8.7 The Client appoints the Professional Team and the Contractor in sufficient time and on terms that allow the Project to be successfully delivered and so as to secure compliance with all relevant Statutory Requirements (including the CDM Regulations).
- 8.8 Where the Services require the Consultant to issue or give certificates or statements under the Building Contract and/or any Client Contract, the Client procures, so far as reasonably practicable, that the Professional Team provides the Consultant with such information or confirmation as is necessary for it (acting reasonably) to issue such certificates or statements.

9 Payment

Remuneration

- 9.1 The remuneration payable to the Consultant for performance of the Services is calculated and paid in accordance with Schedule 2.
- 9.2 The Client pays the Consultant the Fee set out in Part A of Schedule 2 as full remuneration for the Basic Services, subject to any adjustment to the Fee in accordance with Clause 9.11.
- 9.3 The Fee is payable by instalments on the dates or on completion of the activities set out in Part B of Schedule 2. If not set out in Part B of Schedule 2, the Fee is payable in instalments at intervals of not less than one month, the first instalment being one month from the date the Consultant first commences performance of the Basic Services.
- 9.4 The Client pays the Consultant the Additional Services Fee (if any) determined in accordance with Clause 10. Unless otherwise agreed, the Additional Services Fee is payable following performance of the relevant Additional Service.

Disbursements and Expenses

- 9.5 Unless otherwise provided in the Appendix, the Client reimburses disbursements and expenses incurred by the Consultant in the proper performance of the Services in accordance with Part C of Schedule 2, such disbursements and expenses being included in the next VAT invoice after they are incurred.

Payment

- 9.6 The Consultant submits to the Client VAT invoices in respect of the Fee, the Additional Services Fee and disbursements and expenses on the dates or on completion of the activities set out in Part B of Schedule 2. All invoices are accompanied by such supporting documents, records and receipts as are reasonably necessary for checking each invoice. The invoices and supporting documents, records and receipts (if any) specify the sum that the Consultant considers to be due to it on the payment due date in accordance with this Clause 9 and the basis on which that sum is calculated. The payment due date is the date the Client receives the relevant invoice (the "due date"). The Client pays the Consultant the total amount of VAT properly chargeable on the supply of the Services.
- 9.7 The Client gives notice to the Consultant of the sum that the Client considers to have been due at the due date in respect of the payment and the basis on which that sum is calculated. Such notice is given not later than 5 days after the due date.

Payment dates

- 9.8 The Client, subject to any Pay Less Notice, pays the Consultant the sum referred to in the Client's payment notice under Clause 9.7 (or, if the Client has not given notice under Clause 9.7, the sum stated in the invoice referred to in Clause 9.6) (the "notified sum") on or before the final date for payment of the invoice. The final date for payment is 28 days after the due date or, if a different period is stated in the Appendix, within such period.
- 9.9 If the Client intends to pay less than the notified sum, it gives the Consultant notice of that intention not later than 7 days before the final date for payment by specifying the amount the Client considers to be due to the Consultant at the date the notice is given and the basis on which that sum is calculated (the "Pay Less Notice"). Where a Pay Less Notice is given, the payment to be made on or before the final date for payment is not less than the amount stated as due in the Pay Less Notice.
- 9.10 If the Client fails to pay the notified sum (or, where a Pay Less Notice is given, the amount specified in that Notice) by the final date for payment, the Client pays to the Consultant simple interest on the unpaid amount for the period from the final date for payment until the date of actual payment, calculated on a daily basis at the rate of 4% above the Base Rate. It is acknowledged that this provision constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

Adjustments to the Fee

- 9.11 The Fee is adjusted if the performance of the Basic Services is materially delayed and/or disrupted as a result of a change in the scope, size, complexity or duration of the Project or for any other cause outside the Consultant's reasonable control.
- 9.12 If the Consultant intends to make a claim for an adjustment of the Fee under Clause 9.11, it gives the Client:
- (a) notice of such intention as soon as reasonably practicable after it becomes aware of any material delay and/or disruption to the Services; and
 - (b) a written estimate of the proposed adjustment to the Fee and of the likely effect on the performance by the Consultant of the Services and on the Programme.

Wherever practicable, the parties agree the adjustment to the Fee and the timing of its payment. If the adjustment to the Fee is not agreed, such adjustment is based on the time-charges set out in Part D of Schedule 2. Unless otherwise provided in the Appendix, such time-charges are inclusive of all disbursements and expenses, other than the disbursements and expenses referred to in Part C of Schedule 2.

- 9.13 The Consultant is not entitled to an adjustment to the Fee to the extent that the delay and/or disruption to the Basic Services is due to any negligence of, or breach of this Appointment by, the Consultant.
- 9.14 In relation to the requirements for the giving of notices under this Clause 9, it is immaterial that the amount then considered to be due may be zero.

10 Additional Services

- 10.1 If at any time it is apparent to the Consultant that Additional Services are likely to be required, it notifies the Client of this as soon as reasonably practicable

after identifying the requirement and submits a proposal for Additional Services to the Client.

- 10.2 The Consultant performs such Additional Services as it is instructed in writing to perform by the Client provided they are reasonably capable of being performed by the Consultant. The Consultant may, in the case of an emergency, perform Additional Services without such an instruction, but not otherwise.
- 10.3 If the Consultant is instructed by the Client to perform Additional Services, it gives the Client, within a reasonable time of the Client's request, a written estimate of:
- (a) the cost of providing such Additional Services, taking into account any reduction in work or savings which might result; and
 - (b) the effect (if any) of such Additional Services on the Programme.
- 10.4 Wherever practicable, the parties agree the Additional Services Fee and the timing of its payment before Additional Services are performed. If the Client instructs the Consultant under Clause 10.2 to perform Additional Services notwithstanding that an Additional Services Fee is not agreed, or if the Consultant performs Additional Services in the case of an emergency, the Additional Services Fee is based on the time-charges set out in Part D of Schedule 2.
- 10.5 The Additional Services Fee is adjusted if the performance of the Additional Services is materially delayed and/or disrupted as a result of a change in the scope, size, complexity or duration of the Project or for any other cause outside the Consultant's reasonable control.
- 10.6 If the Consultant intends to make a claim for an adjustment of the Additional Services Fee under Clause 10.5, it gives the Client:
- (a) notice of such intention as soon as reasonably practicable after it becomes aware of any material delay and/or disruption to the Additional Services; and
 - (b) a written estimate of the proposed adjustment to the Additional Services Fee and of the likely effect on the performance by the Consultant of the Services and on the Programme.

Wherever practicable, the parties agree the adjustment to the Additional Services Fee and the timing of its payment. If the adjustment to the Additional Services Fee is not agreed, such adjustment is based on the time-charges set out in Part D of Schedule 2. Unless otherwise provided in the Appendix, such time-charges are inclusive of all disbursements and expenses other than the disbursements and expenses referred to in Part C of Schedule 2.

- 10.7 The Consultant is not entitled to an adjustment to the Additional Services Fee to the extent that the delay and/or disruption to the Additional Services is due to any negligence of, or breach of this Appointment by, the Consultant.

11 Consultant's Authority

- 11.1 Subject to Clause 11.2, but notwithstanding any other provision of this Appointment, the Consultant has no authority to do any of the following on the Client's behalf without the Client's prior written consent:
- (a) vary the agreed design or specification of work or materials or their quality or quantity from that described in the Building Contract;
 - (b) subject to any greater limit of expenditure stated in the Appendix, issue any instruction or notice under the Building Contract or any Client

- Contract which either delays completion of the Project or increases the cost of the Project (per item or in the aggregate); or
- (c) terminate the Building Contract or any Client Contract or the appointment of any other member of the Professional Team, agree any amendment of their contract terms or waive compliance by the Contractor or any party to any Client Contract or any other member of the Professional Team with their respective obligations.

- 11.2 In the event of an emergency, the Consultant has authority to issue any instruction reasonably required to prevent danger to persons on or adjacent to the Site or material damage to the Project. The Consultant promptly notifies the Client of any such instruction and of its cost implications and effect on the Programme.

12 Insurance

- 12.1 Without prejudice to its obligations, the Consultant effects and maintains professional indemnity insurance as specified in the Appendix for the Relevant Period subject to such insurance being available in the insurance market on reasonable terms and rates. Such insurance is to be with a well-established insurance office or underwriter of repute.
- 12.2 If the specified insurance is not available on reasonable terms and rates or is not maintained in accordance with this Appointment, the Consultant notifies the Client immediately and the parties discuss the best way to protect their respective positions, having regard to the provisions of this Appointment and the status of the Project at the time.
- 12.3 The Consultant produces written evidence that the specified insurance is being maintained whenever reasonably requested to do so by the Client.

13 Copyright and Confidentiality

Copyright

- 13.1 Copyright in all Documents remains the property of the Consultant.
- 13.2 The Consultant grants to the Client a royalty-free, irrevocable (but subject to the right to suspend set out in this Clause), non-exclusive licence to use and reproduce the Documents and the designs contained in them for any purpose relating to the Project including the construction, completion, maintenance, operation, letting, sale, promotion, advertisement, reinstatement, mortgaging, refurbishment and repair of the whole or any part of the Project. Provided that the Consultant may suspend such licence if and for so long as the Client is in breach of any of its payment obligations under this Appointment by giving 7 days' notice of its intention to do so. Such licence:
- (a) enables the Client to use and reproduce the Documents for any extension of the Project, but such use does not include a licence to reproduce any designs contained in them for any such extension;
 - (b) continues notwithstanding termination of the Consultant's engagement under this Appointment;
 - (c) confers the right to grant sub-licences; and
 - (d) is transferable to third parties.
- 13.3 The Consultant is not liable for any use of the Documents for any purpose other than that for which they were originally prepared.
- 13.4 The Consultant warrants to the Client that, to the best of its knowledge, the Documents do not infringe the intellectual property rights of any third party.

- 13.5 Where the Appendix states that the Consultant waives its rights under Chapter IV of the Copyright, Design and Patents Act 1988, the Consultant waives any moral rights it may have or be deemed to possess under Chapter IV of such Act in respect of the Documents and the Project.

Confidentiality

- 13.6 The Consultant does not:
- (a) release or disclose to any third party, other than the Client, Client Group Companies, other members of the Professional Team, the Contractor, sub-contractors, parties to Client Contracts, and persons entitled to receive Collateral Warranties or the benefit of Third Party Rights, any information relating to the Project;
 - (b) take or authorise the taking of any photographs of the Project; or
 - (c) publish or authorise the publication of any articles, photographs or other illustrations of the Project.
- 13.7 Notwithstanding Clause 13.6, disclosure is permitted if:
- (a) the Consultant obtains the prior written consent of the Client;
 - (b) the information or documents are already in the public domain (other than through any fault of the Consultant);
 - (c) such disclosure is required by law; or
 - (d) the disclosure is to the Consultant's professional advisers.

14 Assignment, Transfer of Rights and Obligations and Sub-Contracting Assignment and transfer of rights and obligations

- 14.1 The Consultant does not assign or transfer any of its rights or obligations under this Appointment to any person without the prior written consent of the Client (which consent is not to be unreasonably withheld or delayed).
- 14.2 The Client is entitled to assign the benefit of this Appointment to any third party specified in the Appendix.
- 14.3 The Client is entitled to transfer all of its rights and obligations under this Appointment to any Funder and/or to any Client Group Company provided that, where such rights and obligations are transferred to a Client Group Company, such Client Group Company establishes to the Consultant's reasonable satisfaction that it is as able as the Client to perform and discharge the Client's obligations under this Appointment and, if it is reasonable in all the circumstances for the Consultant to request it to do so, the Client guarantees the obligations of the Client Group Company under this Appointment.
- 14.4 The Consultant does not contend that any assignee or transferee is precluded from recovering any loss it has incurred due to any breach of this Appointment because the assignee or transferee is not a named promisee under this Appointment.

Sub-contracting

- 14.5 The Consultant does not sub-contract or delegate the Services or any of them to any person without the prior written consent of the Client (which consent is not to be unreasonably withheld or delayed).
- 14.6 Any sub-contracting or delegation of the Services or any of them by the Consultant does not exclude or limit the Consultant's obligations and liabilities under this Appointment and the Consultant remains wholly responsible for the

acts, omissions and defaults of its sub-consultants and delegates as if they are its own acts, omissions and defaults.

15 Termination and Suspension

Procedure and grounds for termination

- 15.1 The Client may terminate the Consultant's engagement under this Appointment at any time by giving 28 days' prior notice in writing of such termination to the Consultant.
- 15.2 If the Project is cancelled by the Client or cannot proceed for reasons outside the reasonable control of the Client, either party may immediately terminate the Consultant's engagement under this Appointment by giving written notice to the other.
- 15.3 If a party is in material breach of its obligations under this Appointment and fails to remedy such breach within 14 days after the other party gives it written notice to do so, the party which gave such notice may immediately thereafter terminate the Consultant's engagement under this Appointment by giving written notice to that effect to the party in breach.
- 15.4 If a party becomes Insolvent, then the other party may immediately terminate the Consultant's engagement under this Appointment by giving written notice to that effect to the Insolvent party.

Procedure and grounds for suspension

- 15.5 The Client may at any time suspend the Consultant's performance of all or part of the Services by giving notice in writing to the Consultant. Subject to Clause 15.8, the Consultant resumes performance of the Services which have been suspended as soon as reasonably practicable after it receives written notice to do so from the Client.
- 15.6 If the Client fails to pay the notified sum (or, where a Pay Less Notice is given, the amount specified in that Notice) by the final date for payment under Clause 9.8, the Consultant may suspend performance of any or all of the Services and its obligations under this Appointment by giving not less than 7 days' notice in writing to the Client of its intention to suspend such performance and the ground or grounds for doing so. The Consultant resumes performance of any or all of the Services when the reason for the suspension is removed or resolved.
- 15.7 In the event of a suspension of the performance of any or all of the Services and in addition to any other sums due under this Appointment, the Client pays the Consultant any adjustment to the Fee or the Additional Services Fee due under Clauses 9.11 and/or 10.5 and all a reasonable amount in respect of all costs, disbursements and expenses reasonably incurred by the Consultant in suspending and/or resuming performance of any or all of the Services.
- 15.8 If the Client suspends performance of all of the Services pursuant to Clause 15.5 and does not instruct the Consultant to resume performance within the period specified in the Appendix, either party may terminate the Consultant's engagement under this Appointment by giving written notice to the other.

Effect of termination or suspension

- 15.9 Upon any termination of the Consultant's engagement under this Appointment or suspension of the Consultant's performance of any or all of the Services, the Client pays the Consultant in accordance with Clause 9 (without prejudice to any

rights the Client has under Clause 15.11 in respect of any breach by the Consultant of its obligations under this Appointment):

- (a) that part of the Fee, the Additional Services Fee (if any) and any other sums which have accrued due up to the date of termination or suspension (as the case may be) and a fair and reasonable proportion of the next instalment of the Fee and the Additional Services Fee (if any) commensurate with the Services performed, less any amounts previously paid to the Consultant; and
- (b) (save where such termination or suspension is due to the Consultant being in breach) all reasonable costs, disbursements and expenses reasonably incurred by the Consultant (including any costs incurred in suspending and/or resuming performance of any or all of the Services) as a direct result of such termination or suspension.

15.10 Upon any termination of the Consultant's engagement under this Appointment, the Consultant:

- (a) discontinues performance of the Services as safely, efficiently and speedily as possible with the minimum disruption to the Project; and
- (b) provided it can lawfully do so, and only following receipt of a written request to do so, hands over to the Client copies of any Documents and other information relating to the Project in its possession or prepared by it (but not its own internal notes and memoranda or any Document which is subject to a confidentiality restriction in favour of a third party), subject to the terms of the licence under Clause 13.2 and to payment of the Consultant's reasonable copying charges and amounts due under Clause 15.9.

15.11 Termination of the Consultant's engagement under this Appointment does not affect the rights or remedies of either party in relation to any breach of this Appointment by the other prior to termination.

15.12 Termination of the Consultant's engagement under this Appointment does not prevent the Appointment binding the parties so far as is necessary to give effect to their rights and obligations upon termination or the continuing operation of Clause 13.

16 Dispute Resolution

Negotiation and mediation

16.1 The parties use reasonable endeavours to resolve any issue or dispute between them without delay by way of negotiation or, if they so choose, by mediation. If mediation is chosen, the parties endeavour to agree the identity of the mediator and either party may propose a list of up to 3 mediators to the other party. In default of agreement within 14 days of submission of such proposal, a mediator may be nominated by the President or Vice-President of the Royal Institution of Chartered Surveyors on the application of either party.

16.2 Any mediation is carried out in accordance with the edition of the CEDR Model Mediation Procedure published by the Centre for Effective Dispute Resolution which is current at the date of this Appointment.

Adjudication

16.3 Regardless of any negotiation or mediation, either party may at any time refer any dispute under this Appointment to adjudication under the Scheme for Construction Contracts (England and Wales) Regulations 1998, Part I (as amended).

- 16.4 The Adjudicator's decision is binding until the dispute or difference is finally determined by arbitration or litigation as provided in Clause 16.7 or by agreement. If the Adjudicator is not named or if the person named is not available, the parties agree the identity of the Adjudicator. If the parties fail to agree the identity of the Adjudicator within 5 days after one party notifies the other that it wishes to do so, the Adjudicator is appointed by the body stated in the Appendix.
- 16.5 Any dispute or difference in connection with the enforcement of a decision of the Adjudicator is referred to the English Courts.
- 16.6 The provisions for arbitration in Clauses 16.8 to 16.10 (inclusive), if applicable, do not apply to any dispute or difference in connection with the enforcement of any decision of the Adjudicator. Arbitration or litigation
- 16.7 If, in the Appendix, the parties choose arbitration as the method of dispute resolution, Clauses 16.8 to 16.10 (inclusive) apply. Otherwise, Clause 16.11 applies.

Arbitration

- 16.8 Subject to the provisions of Clauses 16.1 and 16.2 and the parties' right to refer any dispute to adjudication at any time, any dispute between the parties under or in connection with this Appointment is referred to arbitration in accordance with the provisions of the Arbitration Act 1996.
- 16.9 The arbitrator is the person agreed by the parties. If the parties fail to agree on a person to act as arbitrator within 14 days after one party serves notice of arbitration on the other, the arbitrator is to be appointed by the body stated in the Appendix.
- 16.10 Any arbitration is carried out in accordance with the edition of the Construction Industry Model Arbitration Rules which is current at the date of this Appointment.

Litigation

- 16.11 If litigation is the method of dispute resolution, subject to Clause 16.3, the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

17 Notices

- 17.1 Any notice under this Appointment is deemed to be given if it is in writing and delivered by hand or sent by pre-paid, recorded or special delivery post to the Client or the Consultant (as the case may be) at such person's address set out in the Appendix or other address notified in accordance with this Clause.
- 17.2 Any notice sent by hand is deemed received upon actual receipt by the party to whom it is addressed.
- 17.3 Any notice sent by a postal method as described in Clause 17.1 is deemed received 48 hours after it was posted.
- 17.4 The parties may give notices by any non-postal method set out in the Appendix in accordance with any procedures stated or identified in the Appendix or otherwise agreed in writing between the parties.

18 Entire Agreement

- 18.1 This Appointment supersedes any previous agreements or arrangements between the parties in respect of the Project.
- 18.2 This Appointment may only be amended or varied with the written consent of the parties, provided that this is without prejudice to the right of the Client to issue instructions varying the scope of the Services.

19 Governing Law

This Appointment is governed by and construed in accordance with English law.

20 Completion of the Appendix

Where the Appendix requires a choice between one or more options, if no option is ticked, then the option in bold in the Appendix is deemed to be the option agreed by the parties.

SCHEDULE 1

See Explanatory Notes for further information on completing the Services

Services

Tick as appropriate to indicate which type(s) of services are to be performed by the Consultant. Those Services that have been ticked should be attached to this Appointment.

Within the attached schedule(s) of services, a tick should be placed in the box adjacent to those particular services that are to be Basic Services.

Please specify, if applicable.

The Basic Services to be performed by the Consultant are those indicated in the attached schedule(s), as identified below:

- ☐ ~~RICS BUILDING SURVEYOR SERVICES~~
 - ☐ ~~Construction~~
 - ☐ ~~Building and Measured Surveys~~
 - ☐ ~~Asset Management~~
 - ☐ ~~Insurance~~
 - ☐ ~~Feasibility~~
 - ☐ ~~Property~~
 - ☐ ~~Landlord and Tenant~~
 - ☐ ~~Miscellaneous~~
- ☒ RICS CDM CO-ORDINATOR SERVICES
- ☒ RICS EMPLOYER'S AGENT SERVICES
- ☐ ~~RICS PROJECT MANAGER SERVICES~~
- ☐ ~~RICS PROJECT MONITOR SERVICES~~
- ☒ RICS QUANTITY SURVEYOR SERVICES
- ☐ OTHER

SCHEDULE 2

Fees and Payment

Part A - Fee

Percentage

Choose and insert details of the appropriate fee structure – percentage or lump sum or other – and delete as appropriate.

- 1 ~~Save as otherwise provided in this Appointment, the Consultant's remuneration for the provision of the Basic Services is an amount equal to _____ per cent (_____ %) of the Building Cost (as defined below). This remuneration is exclusive of VAT.~~
- 2 ~~"Building Cost" means the final total (or, until this is determined, the most recent professionally prepared estimate approved by the Client or, where no such estimate is approved, a fair and reasonable estimate) of all amounts payable to the Contractor under the Building Contract excluding:~~
- ~~• VAT payable on such amount;~~
 - ~~• any costs incurred by reason of any negligence of, or breach of this Appointment by, the Consultant;~~
 - ~~• the actual or estimated design fees or design costs of any consultants engaged by or novated to the Contractor for the purposes of the Project; and~~
 - ~~• any payments to the Contractor or its sub-contractors in the nature of damages or in respect of loss, damage and/or expense arising by virtue of delay and/or disruption to the Project.~~

~~For the purposes of calculating the Fee, any liquidated damages or other damages for delay recovered or recoverable by the Client are not to be deducted from the Building Cost.~~

OR

Lump Sum

Save as otherwise provided in this Appointment, the Consultant's remuneration for the provision of the Basic Services is the fixed lump sum of Two hundred and fifty four thousand three hundred (£_ 254,312.00 _and twelve pounds only

OR

Insert details of other fee structure.

SCHEDULE 2 continued

Part B - Fee Instalments

Choose and insert details of the appropriate instalment schedule and delete as appropriate

Instalment date/Milestone date for completion of activity/Key date	Proportion of Fee for the Basic Services (amount or percentage)
Stage C-D May 12 - Apr 13	EA - £28,454.00 QS - £27,907.00 CDM - £9,900.00
Re-mobilisation and Near Term Action Plan May 13 - Sep 13	EA - £47,812.50 QS - £16,341.50
Stage E and Tender Sep 13 - Mar 14	EA - £17,838.00 QS - £14,060.00 CDM - £4,800.00
Stage - Mobilisation Mar 14 - Apr 14	EA - £2,576.00 QS - £511.00 CDM - £1,200.00
Stage - Construction May 14 - Jun 15	EA - £41,052.00 QS - £22,253.00 CDM - £5,600.00
Stage - Post Completion Jun 15 - Jun 16	EA - £7,529.00 QS - £4,483.00 CDM - £2,000.00

SCHEDULE 2 continued

Part C - Reimbursable Expenses (Clauses 9.5, 9.11 and 10.6)

Save as otherwise provided in this Appointment, the Client reimburses the Consultant the following disbursements and expenses against VAT invoices accompanied by such documents, records and receipts as are necessary to verify the amount incurred:

- (a) the cost of producing or reproducing typed or printed tender and other documents, drawings, maps, photographic and other records and presentation materials;
- (b) travel, hotel and subsistence expenses (including mileage for car travel);
- (c) courier expenses;
- (d) fees and advertising costs in connection with applications for local government consents, including planning consents and Building Regulations consents;
- (e) statutory fees (including planning and Building Regulations fees);
- (f) specialist materials (including materials for marketing brochures and lease plans) for marketing and selling the Site; and
- (g) such other disbursements and expenses which the Client expressly authorises in writing.

SCHEDULE 2 continued

Part D - Rates for Additional Services (Clause 10.4)

Insert details of
hourly/daily rates.

Name	Role/Position	Hourly Rate (£)	Daily Rate (£)
Simon Cash	Project Director	£95.00	£712.50
Philip Booth	Project Manager	£85.00	£637.50
Peter Blythe	Assistant Project Manager	£60.00	£450.00
Chweechen Lim	Senior Cost Consultant	£75.00	£525.00
Keith Bushell	CDM-C	£95.00	£712.50

*All rates are exclusive of VAT.

SCHEDULE 3

Client's Brief

See Appendix 2 - Grenfell Tower Brief, Appleyards Document

Set out the Client's requirements in relation to the Project, which should ideally include the following information as a minimum:

1. 1 description of the Site (by plan if possible);
2. 2 description of the Project;
3. 3 budgets;
4. 4 programme; and
5. 5 Client's objectives.

OR

Refer to a document which constitutes the Client's Brief, clearly identifying such document and annexing it to this Appointment. Both parties should sign the document by way of identification.

See the details contained in the tender documentation as submitted to contractors which indicates the Site, programme and description of the works.

A

See Explanatory Notes for further information on signature under hand.

**Signature by or on
behalf of the Client**

SIGNED by []
(Director/Secretary/Partner/Member) for
and on behalf of the CLIENT

SIGNED by the CLIENT

SIGNED by []
(Director/Secretary/Partner/Member) for
and on behalf of the CONSULTANT

SIGNED by the CONSULTANT

WHERE THE APPOINTMENT IS TO BE EXECUTED AS A DEED:

See Explanatory Notes for further information on execution as a deed.

In witness whereof this document has been duly executed as a deed and is intended to be and is delivered on the date first above written.

EXECUTION BY THE CLIENT

Companies using a seal

If the Client is a company and wishes to use a common seal, it should execute the Appointment using this form of attestation.

The affixing of the common seal should be attested by either two directors or one director and the company secretary.

For these purposes, and for the purposes of the attestation blocks set out below, it is assumed that the directors and company secretaries are individuals and not themselves companies. Legal advice should be taken if that is not the case.

Companies not using a seal

Instead of affixing its common seal, a company may execute the Appointment as a deed through signature by:

- (a) two directors or one director and the company secretary; or
- (b) one director in the presence of a witness, who should then sign where indicated and set out his/her name, address and occupation in the spaces provided.

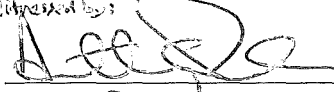
THE COMMON SEAL of the **CLIENT** was affixed to **THIS DEED** in the presence of:

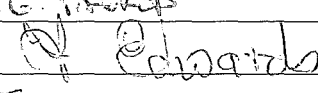
Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

Witnessed by:

A.G. Proulx
Address: 346 Kensington High Street W14 8PL
Occupation: Executive Director


Fay Edwards

SIGNED AS A DEED by the **CLIENT** acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

SIGNED AS A DEED by the **CLIENT** acting by:

Signature of Director

Print name of Director

in the presence of:

Witness signature

Name

Address

Occupation

Limited Liability Partnerships

If the Client is a limited liability partnership it should execute the Appointment through signature by two members.

SIGNED AS A DEED by the **CLIENT** acting by:

Signature of Member

Print name of Member

Signature of Member

Print name of Member

Individuals/Partnership

If the Client is an individual, he/she should execute the Appointment using this form of attestation.

SIGNED AS A DEED

by []

If the Client is an unlimited partnership, each of the partners in the firm (if individuals) should execute the Appointment using this form of attestation and the attestation block should be replicated as many times as there are partners. A different form of attestation should be used where one or more of the partners is authorised to sign on behalf of the partnership as a whole or if one of the partners is not an individual. Legal advice should be taken in that case.

in the presence of:

Witness signature

Name

Address

Occupation

For both individuals and unlimited partnerships, the individual/each partner should print his/her name in the space in square brackets and sign where indicated in the presence of a witness, who should then sign where indicated and set out his/her name, address and occupation in the spaces provided.

EXECUTION BY THE CONSULTANT

THE COMMON SEAL of the CONSULTANT was affixed to THIS DEED in the presence of:

Signature of Director _____

Print name of Director _____

Signature of Director/Secretary _____

Print name of Director/Secretary _____

Companies using a seal

If the Consultant is a company and wishes to use a common seal, it should execute the Appointment using this form of attestation.

The affixing of the common seal should be attested by either two directors or one director and the company secretary.

For these purposes, and for the purposes of the attestation blocks set out below, it is assumed that the directors and company secretaries are individuals and not themselves companies. Legal advice should be taken if that is not the case.

Companies not using a seal

Instead of affixing its common seal, a company may execute the Appointment as a deed through signature by:

- (c) two directors or one director and the company secretary; or
- (d) one director in the presence of a witness, who should then sign where indicated and set out his/her name, address and occupation in the spaces provided.

SIGNED AS A DEED by the CONSULTANT acting by:

Signature of Director _____

Print name of Director _____

Signature of Director/Secretary _____

Print name of Director/Secretary _____

SIGNED AS A DEED by the CONSULTANT acting by:

Signature of Director _____

Print name of Director _____

R. Heathfield
R. HEATHFIELD

in the presence of:

Witness signature _____

Name _____

Address _____

Occupation _____

Simon Cash
SIMON CASH
6 THE MARINERS
VALETTA WAY
ROCHESTER.
CHARTERED SURVEYOR.

Limited Liability Partnerships

If the Consultant is a limited liability partnership it should execute the Appointment through signature by two members.

SIGNED AS A DEED by the **CONSULTANT** acting by:

Signature of Member

Print name of Member

Signature of Member

Print name of Member

Individuals/Partnership

If the Consultant is an individual, he/she should execute the Appointment using this form of attestation.

SIGNED AS A DEED

by []

in the presence of:

Witness signature

Name

Address

Occupation

If the Consultant is an unlimited partnership, each of the partners in the firm (if individuals) should execute the Appointment using this form of attestation and the attestation block should be replicated as many times as there are partners. A different form of attestation should be used where one or more of the partners is authorised to sign on behalf of the partnership as a whole or if one of the partners is not an individual. Legal advice should be taken in that case.

For both individuals and unlimited partnerships, the individual/each partner should print his/her name in the space in square brackets and sign where indicated in the presence of a witness, who should then sign where indicated and set out his/her name, address and occupation in the spaces provided.

APPENDIX

This Appendix must be completed in full.
Default options are set out in bold (see Clause 20 of the Appointment).
Tick the option which is required.
Failure to do so means the default option in bold applies.

Insert name, any
business name and
address of Adjudicator.

1.1 Definitions

The Adjudicator: See Clause 16

of

Insert full names of the
Professional Team.

The Professional Team: Bruce Sounes, Architect - Studio E

Stefano Strazullo, Structural Engineer - Curtins Consulting

Andrew McQuatt, M&E Consultant - Max Fordham

Insert brief description of
works.

The Project: See Appendix 2 - Grenfell Tower Brief, Appleyards Document

Insert location of Site.

The Site: Grenfell Tower, Grenfell Road, W11 1TG

Insert discipline of
Consultant for the
purposes of determining
the Requisite Standard

The discipline of the Consultant: Employer's Agent, QS and CDM-C Services

Tick as appropriate.

3.4/3.5 Lead Consultant

The Consultant is not the Lead Consultant

☒

Insert name and address
of Lead Consultant where
not the Consultant.

The Lead Consultant: Bruce Sounes

of Studio E

The Consultant is the Lead Consultant

☐

4.2 CDM Regulations

Tick as appropriate

~~The Consultant is not a "designer" for the purposes of the
CDM Regulations~~

☐

The Consultant is a "designer" for the purposes of the CDM Regulations

☒

Tick as appropriate.

Insert the extent of the works to be designed by the Consultant.

Tick as appropriate.

Insert the materials to be specified or approved by the Consultant.

Tick as appropriate.

Tick as appropriate.

Insert amount (in words and figures).

Tick as appropriate.

Tick as appropriate.

If different to the default option, insert the persons to be identified pursuant to Clause 5.2(a).

4.4 Design Responsibility

The Consultant is not responsible for the design of the Project

☒

~~The Consultant is responsible for the design of the Project to the extent set out below~~

☐

~~The works to be designed by the Consultant under this Appointment are:~~

The Consultant is not responsible for specifying and/or approving materials

☒

~~The Consultant is responsible for specifying and/or approving materials to the extent set out below~~

☐

~~The Consultant is responsible for specifying or approving the following materials:~~

4.5 Prohibited Materials

Clause 4.5 is not applicable

☒

~~Clause 4.5 is applicable~~

☐

5.1 Maximum Aggregate Liability

The maximum aggregate liability of the Consultant is limited to the amount of the Consultant's professional indemnity insurance specified in Clause 12.1 of this Appendix

☒

~~The maximum aggregate liability of the Consultant is~~

☐

~~_____ pounds (£_____)~~

~~The Consultant's liability under this Appointment is unlimited.~~

☐

5.2 Net Contribution

Clause 5.2 is applicable

☒

~~Clause 5.2 is not applicable~~

☐

~~The persons referred to in Clause 5.2(a) are:~~

~~The Building Contractor, any sub-contractors and the other members of the Professional Team~~

☐

Tick as appropriate.

The forms of Collateral Warranties and/or Third Party Rights must be consistent with the terms of the Appointment.

Tick as appropriate.

Choose an option and delete/insert details as appropriate, including the agreed maximum number of Purchasers and Tenants to whom Collateral Warranties are to be provided or in whom Third Party Rights are to be vested.

Insert names of the Consultant's key personnel.

Insert name and address of Client's authorised representative.

Tick as appropriate.

6.1 Collateral Warranties or Third Party Rights

The Consultant is not required to provide Collateral Warranties or to confer Third Party Rights (Clause 6.1(a))

☒

~~The Consultant is obliged to provide Collateral Warranties (Clauses 6.1(b))~~

☐

~~The Consultant is obliged to confer Third Party Rights (Clause 6.1(c))~~

☐

6.2/6.3 ~~Persons to whom Collateral Warranties are to be provided or in whom Third Party Rights are to be vested~~

~~As may be required under Clause 6.1(b) or (c), the Consultant provides Collateral Warranties to, or vests Third Party Rights in, the following:~~

• ~~any Purchaser~~

☐

• ~~any Purchaser up to a maximum number of~~

☐

• ~~any Tenant~~

☐

• ~~any Tenant up to a maximum number of~~

☐

• ~~and Funder~~

☐

•

☐

•

☐

•

☐

7 Consultant's Personnel

The key personnel referred to in Clause 7:

Simon Cash, Project Director - Appleyards

Chweecheen Lim, QS - Appleyards

Philip Booth, Project Manager - Appleyards

Keith Bushell, CDM-C - Appleyards

8.6 Client's Obligations

The person referred to in Clause 8.6: Claire Williams

of RBKCTMO

~~Limits of authority (if any):~~

9.5/9.12 Reimbursement of Disbursements and Expenses 10.6

The Client reimburses disbursements and expenses in accordance with Part C of Schedule 2

☒

~~The Client does not reimburse disbursements and expenses in accordance with Part C of Schedule 2~~

☐

Tick as appropriate.

9.8 Payment dates and withholdings

The final date for payment is 28 days after the due date in accordance with Clause 9.6.

☒

~~The final date for payment is _____ days after the due date in accordance with Clause 9.6.~~

☐

Insert amount(s).

The amount(s) referred to in Clause 11.1(b):
£25,000 (Twenty Five thousand Pounds)

Tick as appropriate.

Insert amount (in words and figures).

12.1 Professional Indemnity Insurance

Such amount as is maintained by the Consultant on the date of this Appointment

☒

Five million pounds ☐

Delete as appropriate or insert any other description of cover.

£ 5,000,000.00 for each claim or series of claims arising out of any circumstance/in the aggregate/ for any one claim and unlimited within the period of insurance.

Specify risks where aggregate or no insurance is available.

save for the following risks

pollution or contamination and asbestos

where the level of professional indemnity insurance is

Five million pounds

Insert amount (in words and figures).

£ 5,000,000.00 in the aggregate.

13.5 Waiver of rights under Chapter IV of the Copyright, Design and Patents Act 1988

Tick as appropriate.

The Consultant does not waive its rights under Chapter IV of the Copyright, Design and Patents Act 1988

☒

~~The Consultant waives its rights under Chapter IV of the Copyright, Design and Patents Act 1988~~

☐

14.2 Assignment

Tick as appropriate.

~~The benefit of this Appointment may be assigned without the consent of the Consultant by the Client by way of an absolute legal assignment to another person (A1) acquiring the Client's interest or the Client Group Company's interest in the Project and by A1, by way of an absolute legal assignment, to another person (A2) acquiring A1's interest in the Project. No further or other assignment of this Appointment is permitted and, in particular, A2 is not entitled to assign this Appointment~~

☐

~~The benefit of this Appointment may be assigned by the Client by way of an absolute legal assignment on an unlimited number of occasions to another person acquiring the Client's interest or the Client Group Company's interest in the Project~~

☐

The benefit of this Appointment may not be assigned by the Client without the prior written consent of the Consultant (such consent not to be unreasonably withheld or delayed)

☒

~~The benefit of this Appointment may not be assigned by the Client to any person~~

☐

Tick as appropriate.
Insert length of period.

15.8 Termination following suspension

Period of suspension is 6 months ☒
~~Period of suspension is _____ months~~ ☐

Tick as appropriate.

16.4 Nominating body for Adjudicator

President or Vice-President of the Royal Institution of Chartered Surveyors ☒
~~President or Vice-President of the Royal Institute of British Architects~~ ☐
~~President or Vice-President of the Chartered Institute of Arbitrators~~ ☐
~~President or Vice-President of the Technology and Construction Solicitors' Association~~ ☐

_____ ☐

Insert alternative
Adjudicator nominating
body.

Tick as appropriate.

16.7 Arbitration or litigation

~~Litigation is the method of dispute resolution~~ ☐
Arbitration is the method of dispute resolution ☒

Tick as appropriate.

16.9 Nominating body for Arbitrator

President or Vice-President of the Royal Institution of Chartered Surveyors ☒
~~President or Vice-President of the Royal Institute of British Architects~~ ☐
~~President or Vice-President of the Chartered Institute of Arbitrators~~ ☐

_____ ☐

Insert alternative
Arbitrator nominating
body.

Tick as appropriate.

17.1 Addresses of Consultant and Client

Consultant:
The address set out at the head of this Appointment ☒

_____ ☐

Insert alternative
address for
Consultant.

Client:
The address set out at the head of this Appointment ☒

_____ ☐

Insert alternative
address for Client.

Complete at parties'
discretion.

17.4 Non-postal methods of giving notice

Non-postal methods of giving notice:

N/A



JENNY JACKSON
PROCUREMENT MANAGER
THE ROYAL BOROUGH OF KENSINGTON & CHELSEA TENANT MANAGEMENT ORGANISATION LTD
NETWORK HUB
292A KENSAL ROAD
LONDON
W10 5BE

OUR REF. P:/11833/PROJECT/11833L03-REV FEE PROPOSAL

27 FEBRUARY 2014

Dear Jenny

SUBJECT GRENFELL TOWER, ARTELIA REVISED PROJECT DELIVERY FEE PROPOSAL

Further to your recent letter 28 January 2014 and the recent discussions with Philip Booth regarding Artelia's appointment, I note the suggested revisions to the Form of Appointment and Schedules of Services. I have discussed these with Philip and can confirm the following revisions to our proposal submitted 18 September 2013:

The RICS Standard Form of Consultant's Appointment

For ease of reference the numbering below relates to the clause references in the Agreement

- **7.0 Consultants Personnel:** Alun Dawson's name will be deleted and Philip Booth's name inserted instead.
- **8.6 Clients Obligations:** Mark Anderson's name will be deleted and Claire Williams' name inserted instead.

Employers Agent Services

1. Core Services

1.4 Pre-Construction Services

- **1.4.11:** Remove the words "Conduct negotiations with tenderers" and replace with "Agree clarifications tenderers"

2. Supplementary Services

2.1 General

- **2.1.4 Set up, facilitate and manage value engineering exercises:** To be added to the scope of services. Our fee proposal has been adjusted to include this element of work.
- **2.1.5 Set up, facilitate and manage early warning and risk reduction meetings:** To be added to the scope of services. Our fee proposal has been adjusted to include this element of work.

...../Continued

27 February 2014

Jenny Jackson

2.3 Contractual

- **2.3.3 Advise on Contractor's entitlement to extension of time:** To be added to the scope of services. However, to clarify, Artelia will provide initial advice on entitlement to extensions of time as part of the fee currently offered. However, evaluation of extensions of time needs to be on a time basis as this is not something that can be quantified at this stage and represents too great a risk. Time rates to be as detailed in the Form of Appointment.
- **2.3.4 Advise on the contractual and programme consequences arising from an acceleration instruction:** To be added to the scope of services, but reimbursement to be on a time basis as this is not something that can be quantified at this stage and represents too great a risk. Time rates to be as detailed in the Form of Appointment.
- **2.3.5 Advise on Contractor's entitlement to loss and expense:** To be added to the scope of services. However, to clarify, Artelia will provide initial advice on entitlement to loss and expense as part of the fee currently offered. However, valuation of loss and expense needs to be on a time basis as this is not something that can be quantified at this stage and represents too great a risk. Time rates to be as detailed in the Form of Appointment.

In addition to the above supplemental services the following project specific services are to be added which are not referred to in the services document:

- **2.4.2:** Include resource for one day per week, to provide for the work required in liaising with residents in relation to queries, complaints, revisions to lay out drawings to take into account individual resident preferences and co-ordinating the hand over arrangements for each flat. Resource to be on a time basis at a rate of £487.00 per day. Resource level to be reviewed and updated once the Contractor starts work on site.
- **2.4.3:** Collect KPI data from the Contractor on a monthly basis and report this to the Clients Project Manager. Note: Any requirement to carry out a detailed analysis of the KPIs would be subject to a separate instruction.
- **2.4.4:** Check that the Contractor has registered the scheme with the Considerate Contractor Scheme
- **2.4.5:** Review and approve the Contractors Site Waste Management Plan
- **2.4.6:** Review any eco-grant funding proposed by the Contractor and advise on the programme and contractual implications, including reviewing the terms and conditions put forward by the grant provider and make recommendations to the Client. For each eco-grant put forward by the Contractor a lump sum fee of £5,000 will be payable per submission. In the event that a grant submission is successful, any additional services required to administer the terms of the grant to be subject to a separate instruction.

In relation to you request for services in relation to the EU Procurement exercise, I can confirm these services are already included within our proposal, under Section 1.4 of the Scope of Services.

...../Continued

27 February 2014

Jenny Jackson

Quantity Surveyor

1. Core Services

1.4 Pre-Construction Services

- **1.4.17:** Remove the words "Conduct negotiations with tenderers" and replace with "Agree clarifications tenderers"

1.6 Use

- **1.6.3:** Prepare recommendations for the payment of liquidated and ascertained damages: To be added to schedule of services. I can confirm that this is already included within Artelia's fee proposal.

2. Supplementary Services

2.1 General

- **2.1.9 Set up, facilitate and manage value engineering exercises:** To be added to the scope of services. Our fee proposal has been adjusted to include this element of work.
- **2.1.11 Attend and contribute to early warning and risk reduction meetings:** To be added to the scope of services. Our fee proposal has been adjusted to include this element of work.

2.3 Contractual

- **2.3.4 Advise on the contractual and programme consequences arising from an acceleration instruction:** To be added to the scope of services, but reimbursement to be on a time basis as this is not something that can be quantified at this stage and represents too great a risk. Time rates to be as detailed in the Form of Appointment.
- **2.3.5 Advise on Contractor's entitlement to loss and expense:** To be added to the scope of services. However, to clarify, Artelia will provide initial advice on entitlement to loss and expense as part of the fee currently offered. However, valuation of loss and expense needs to be on a time basis as this is not something that can be quantified at this stage and represents too great a risk. Time rates to be as detailed in the Form of Appointment.

As per my letter dated 18th September 2013, I have reverted back to our original proposal sent under cover of my letter dated 2nd May 2012 and updated it to reflect the current programme going forward from mid-September picking up with finalisation of the OJEU pre-qualification evaluation and contractor procurement, through to completion of the project on-site and signing-off of final defects. The terms of appointment and scope of services have been taken as the same as those in my original letter i.e. Standard Form of Consultant's Appointment and Scope of Services for Employer's Agent and Quantity Surveyor, published by the Royal Institution of Chartered Surveyors, together with Services Relating to The Construction (Design & Management) Regulations 2007, but updated/amended in line with the provisions above.

...../Continued

27 February 2014

Jenny Jackson

Our fee for completion of the services required, based on a current estimate construction value of £9.5m and maintaining a 14 month construction period and end of defects June 2016, is as follows:

Quantity Surveying	£ 41,307 excluding VAT
Employer's Agent	£ 68,994 excluding VAT
CDM Co-ordinator	£ 13,600 excluding VAT

Total Fee **£123,901 excluding VAT**

I confirm that this is a lump sum fee and will only be adjustable if the overall scope of our involvement changes, or the programme is extended for reasons outside our direct control. It is also inclusive of expenses and disbursements associated with performing our day-to-day duties. However, in the event of extraordinary expenses being incurred e.g. for making inspection of off-site materials, we would look to be reimbursed for the costs.

I have not included fees in connection with the provision of services for Client Design Adviser, once Studio E are novated across to the appointed contractor, nor Clerk of Works services. However, as requested, enclosed is a proposal to provide Client Design Adviser services that has been prepared by our specialist team, outlining their offer and detailing their relevant experience. Should you wish to proceed with this additional service, we would look to add it to our appointment. With regards Clerk of Works services, we are also able to provide a proposal for this service, if requested.

Whilst our revised proposal includes for reviewing any eco-grant funding proposed by the Contractor, in the event that an application for a grant is successful, we will review our fee in terms of the expanded brief and impact on the delivery programme this will realise.

I have enclosed an updated resource and fee draw schedule, which also details the allocation of time to each work stage of the project and also shows our proposed fee draw, against the draft programme.

In the event that we are instructed to provide additional services, we will either provide a quotation or if this is not possible, we will agree to charge on a time-incurred basis. Our hourly time-charge rates are as follows;

Director	£95.00
Associate	£85.00
Senior Consultant	£75.00
Assistant	£60.00

All these rates are exclusive of VAT and are equivalent to those in our tender to RBKC.

I hope this revised proposal is clear and identifies the activities and outputs required. However, if these need any further modification or clarification, I would be pleased to discuss and amend accordingly.

I trust you will find the foregoing acceptable and I look forward to receiving your confirmation accordingly.

I look forward to hearing from you.

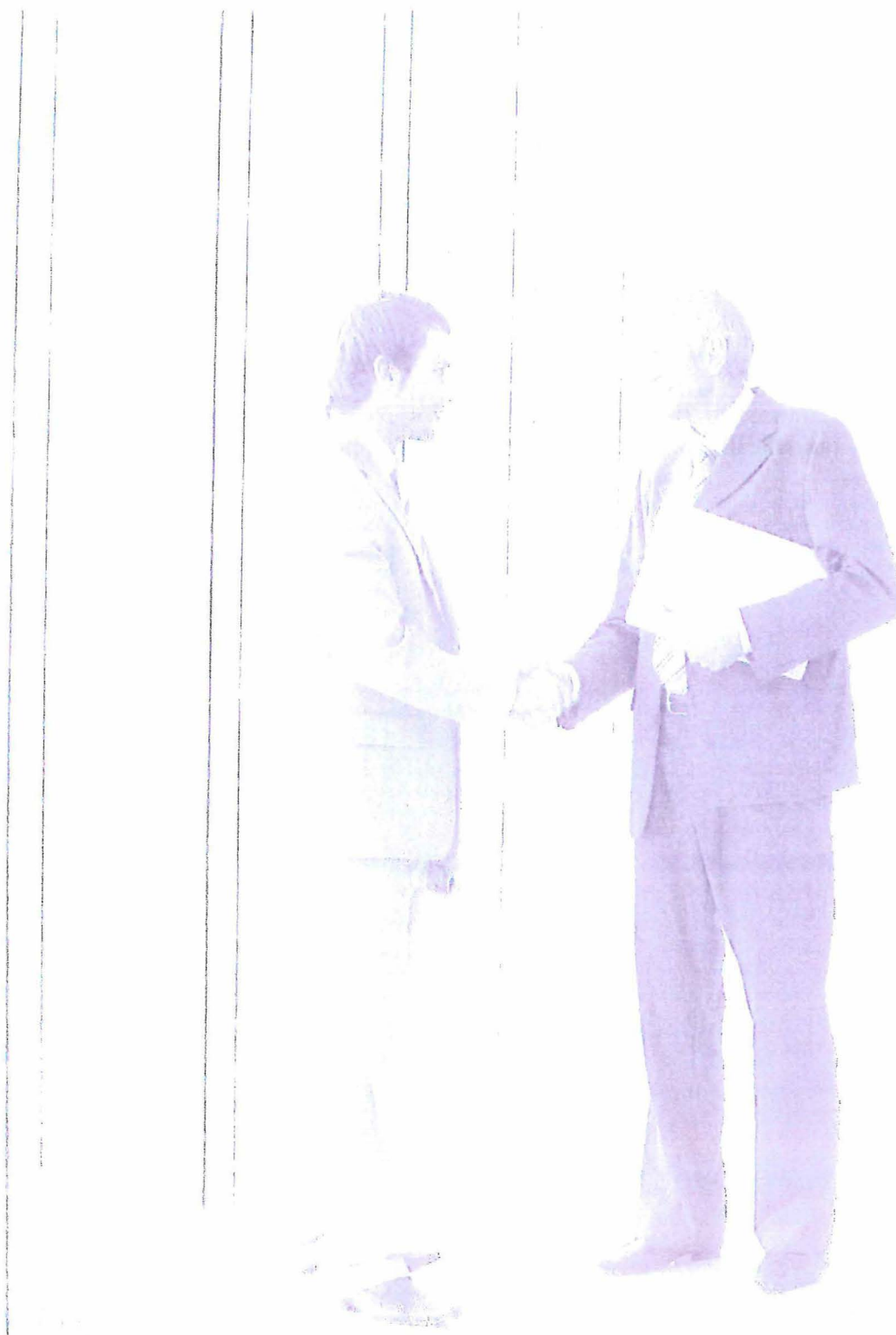
Yours sincerely



SIMON CASH
DIRECTOR OF COST MANAGEMENT
ARTELIA UK

Employer's agent services

For use with the RICS Standard form of consultant's appointment
and RICS Short form of consultant's appointment



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Employer's Agent Services

**For use with the RICS Standard Form of Consultant's Appointment
and the RICS Short Form of Consultant's Appointment**



RICS wishes to acknowledge the contribution made to these documents from its Members from the Built Environment Group of Faculties (Building Control, Building Surveying, Project Management and Quantity Surveying and Construction). Special thanks are also due to Len Stewart of Davis Langdon, Kevin Greene, Daniel Lopez de Arroyabe and David Race of Kirkpatrick & Lockhart Preston Gates Ellis LLP, Tony Baker of A&T Consultants Ltd and Yassir Mahmood for their particular contributions.

Len Stewart works for the Davis Langdon LLP Legal Support Group. Davis Langdon is a leading international project and cost consultancy, providing managed solutions for clients investing worldwide in infrastructure, property and construction.

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Published by the Royal Institution of Chartered Surveyors (RICS)
under the RICS Books imprint
Surveyor Court
Westwood Business Park
Coventry CV4 8JE
UK
www.ricsbooks.com

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Typeset and printed in Great Britain by Page Bros Ltd, Norwich

Notes:

- 1 This Appointment is not suitable for use for expert witness appointments.
- 2 This Schedule should be completed by inserting a 'tick' within the box adjacent to the service to be provided. For further information please refer to the Explanatory Notes.
- 3 Services that have been ticked below shall be deemed to be Basic Services under the terms of this Appointment.
- 4 All other Services which are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
- 5 For convenience the services have been co-ordinated to fit with the RIBA Outline Plan of Work 2007. In practice many of the Services will be carried out in more than one section.
- 6 These Services are suitable for use with both the RICS Standard and RICS Short Forms of Consultant's Appointment.
- 7 Any Project-specific services agreed between the Client and the Consultant should be inserted in section 2.4.
- 8 A schedule of 'typical' meetings is included with these Services. Completion of this schedule is also recommended.

1 CORE SERVICES

1.1 Generally

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> 1.1.1 | Attend Client, Design, Project, Site and other meetings as provided under this Appointment. | <input type="checkbox"/> 1.2.4 | Liaise with the Professional Team and procure demolition, strip-out, site investigation and enabling works contracts required before the Building Contract. |
| <input checked="" type="checkbox"/> 1.1.2 | Issue instructions, on behalf of the Client, to the Professional Team and Contractor in accordance with the terms of their Appointments/the Building Contract. | <input type="checkbox"/> 1.2.5 | Advise the Client on specialist services, including consultants, contractors, sub-contractors and suppliers required in connection with the Project. |
| <input checked="" type="checkbox"/> 1.1.3 | Agree Project reporting and recording procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures. | <input checked="" type="checkbox"/> 1.2.6 | Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations. |
| <input checked="" type="checkbox"/> 1.1.4 | Monitor the performance of the Professional Team and the Contractor. Report to the Client. | <input checked="" type="checkbox"/> 1.2.7 | Comply with the CDM Regulations insofar as they relate to this Appointment. |
| <input checked="" type="checkbox"/> 1.1.5 | Liaise with the Professional Team and prepare regular/monthly quality, cost and programme reports. Advise the Client of any decisions required and obtain authorisation. | <input type="checkbox"/> 1.2.8 | Advise the Client on the selection, the terms of appointment and fee structures for the Professional Team. Advise the Client on design services required under the Building Contract. |

1.2 Preparation (RIBA Outline Plan of Work 2007)

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> 1.2.1 | Liaise with the Client and the Professional Team to determine the Client's initial requirements and to develop the Client's Brief. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval. | <input checked="" type="checkbox"/> 1.2.9 | Advise the Client on the need for staff resident at the Site. |
| <input type="checkbox"/> 1.2.2 | Liaise with the Professional Team and advise the Client on structural, building, measured and other surveys and site investigations including condition reports, soil reports etc. | <input checked="" type="checkbox"/> 1.2.10 | Liaise with the Professional Team and advise the Client on statutory approvals required and fees due in respect of the Project. Recommend payments to the Client. |
| <input type="checkbox"/> 1.2.3 | Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before the Building Contract. | <input checked="" type="checkbox"/> 1.2.11 | Visit the Site and carry out initial inspections. Advise the Client on areas of concern. |

1.3 Design (RIBA Outline Plan of Work 2007)

- | | |
|---|---|
| <input checked="" type="checkbox"/> 1.3.1 | Liaise with the Client and the Professional Team and prepare the employer's requirements. Amplify the employer's requirements as necessary during the Project. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval. |
|---|---|

- ☒ 1.3.2 Liaise with the Professional Team and establish a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☒ 1.3.3 Establish the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist/design sub-contractors.
- ☒ 1.3.4 Liaise with the Professional Team and prepare a scheme design, or similar, report summarising the Project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☒ 1.3.5 Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties.
- ☒ 1.3.6 Liaise with the Professional Team and identify any long delivery building components and systems. Prepare recommendations for the Client's approval.
- ☒ 1.3.7 Liaise with the Professional Team and identify any specialist/proprietary building components and systems. Prepare recommendations for the Client's approval.

1.4 Pre-Construction (RIBA Outline Plan of Work 2007)

- ☒ 1.4.1 Prepare and maintain a Project execution plan, or similar management tool, identifying the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist sub-contractors/suppliers. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☐ 1.4.2 Advise on suitable tenderers for the Building Contract. Prepare recommendations for the Client's approval.
- ☐ 1.4.3 Obtain tender drawings and specifications from the Client and the Professional Team. Monitor and report to the Client on the procurement process.
- ☒ 1.4.4 Liaise with the Professional Team and prepare a pre-construction report summarising the Project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☒ 1.4.5 Attend pre- and post-tender interviews.
- ☒ 1.4.6 Liaise with the Professional Team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the employer's requirements and the tenders received. Prepare recommendations for the Client's approval.
- ☒ 1.4.7 Advise on the tenderers' design and construction programmes and method statements.

- ☒ 1.4.8 Liaise with the Professional Team and obtain cost and design studies to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- ☒ 1.4.9 Liaise with the Professional Team and assist with specialist enquiries to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- ☐ 1.4.10 Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.
- ☒ 1.4.11 ~~Conduct negotiations~~ ^{Agree clarifications} with tenderers. Prepare documentation to confirm adjustments to the tender sums. Prepare recommendations for the Client's approval.
- ☒ 1.4.12 Liaise with the Client and the Professional Team and advise on methods of progressing design and/or construction works prior to the execution of the Building Contract.
- ☒ 1.4.13 Obtain confirmation that required insurances are in place prior to commencement of works on the Site.
- ☒ 1.4.14 Obtain contract drawings and specifications from the Client and the Professional Team. Liaise with the Client's legal advisers, prepare the contract documents and deliver to the Client and the Contractor for completion.

1.5 Construction (RIBA Outline Plan of Work 2007)

- ☒ 1.5.1 Agree approvals required from the Professional Team under the Building Contract. Administer the Building Contract.
- ☒ 1.5.2 Convene and chair regular/monthly site meetings with the Client, the Professional Team, the Contractor and, where appropriate, sub-contractor(s) or supplier(s). Take minutes of the matters discussed and issue copies of minutes to the Client, the Professional Team, the Contractor and such other persons attending the meeting.
- ☒ 1.5.3 Liaise with the Client and the Professional Team and conduct negotiations with the Contractor. Prepare documentation to confirm the agreements reached.
- ☒ 1.5.4 Obtain advice on quality, cost and programme effect of variations prior to the issue of instructions under the Building Contract. Prepare recommendations for the Client's approval.
- ☒ 1.5.5 Obtain authorisation from the Client for additional costs where the Consultant's limit of authority is exceeded.
- ☒ 1.5.6 Undertake regular Site inspections. Obtain progress and quality reports from site staff representing the Client, the Professional Team and the Contractor.

- ☒ 1.5.7 Liaise with the Professional Team and make recommendations for interim payments to the Contractor.
- ☒ 1.5.8 Agree all test certificates and statutory and non-statutory approvals required from the Professional Team and the Contract. Prepare recommendations for the Client's approval.
- ☒ 1.5.9 Liaise with the Client, the Professional Team and the Contractor and prepare and maintain a handover plan, or similar management tool, identifying the roles and responsibilities of the Client, the Professional Team and the Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☒ 1.5.10 Advise on the rights and obligations of the parties to the Building Contract.

1.6 Use (RIBA Outline Plan of Work 2007)

- ☒ 1.6.1 Liaise with the Client, the Professional Team and the Contractor and prepare and maintain a defects administration plan, or similar management tool, to identify the roles and responsibilities of the Client, the Professional Team and the Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☒ 1.6.2 Facilitate agreement to the final account, or similar financial statement, from the parties to the Building Contract. For the purposes of this clause the final account or similar financial statement excludes the assessment of loss and expense claims.
- ☒ 1.6.3 Advise on the recovery of liquidated and ascertained damages.

2 SUPPLEMENTARY SERVICES

2.1 General

- ☐ 2.1.1 Provide services for the Client's and/or any third party's organisational move to new premises.
- ☐ 2.1.2 Provide services for the Client's and/or any third party's fitting-out or direct works contracts.
- ☐ 2.1.3 Provide services in connection with insurance claims.
- ☒ 2.1.4 Facilitate, set up and manage value engineering exercises.
- ☒ 2.1.5 Facilitate, set up and manage early warning and risk reduction meetings.
- ☒ 2.1.6 Attend and contribute to early warning and risk reduction meetings.
- ☐ 2.1.7 Provide services for a two-stage tendering process.
- ☐ 2.1.8 Provide services for target cost and/or guaranteed maximum price contracts.
- ☐ 2.1.9 Provide services for partnering and/or collaborative working contracts.

- ☐ 2.1.10 Facilitate, set up and manage 'Lessons Learned' or other workshops.
- ☐ 2.1.11 Act as the Client's partnering adviser.
- ☐ 2.1.12 Provide specialist procedural advice to comply with EU Regulations and/or other legislation.

2.2 Financial

- ☐ 2.2.1 Advise on the implications of developing different sites.
- ☐ 2.2.2 Advise on the preparation of development appraisals.
- ☐ 2.2.3 Advise on the implications of alternative development programmes.
- ☐ 2.2.4 Obtain advice on Project sustainability.
- ☐ 2.2.5 Obtain life-cycle cost studies and estimates of annual running costs.
- ☐ 2.2.6 Carry out off-site inspections of sub-contractors' and suppliers' premises.

2.3 Contractual

- ☐ 2.3.1 Provide specialist advice on the interpretation of contracts and contractual clauses.
- ☐ 2.3.2 Liaise with the Client's legal advisers and advise on the use and/or amendment of bespoke forms of contract or contribute to the drafting of particular Client requirements.
- ☒ 2.3.3 Advise on the Contractor's entitlement to extensions of time. Analyse and report on the Contractor's application(s) for extensions of time. Prepare recommendations for the Client's approval.
- ☒ 2.3.4 Advise on the cost, contractual and programme consequences arising from an acceleration instruction.
- ☒ 2.3.5 Advise on the Contractor's entitlement to loss and expense. Analyse and report on the Contractor's loss and expense claim(s). Prepare recommendations for the Client's approval.

- ☐ 2.3.6 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
- ☐ 2.3.7 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- ☐ 2.3.8 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.

2.4 Project-Specific Services

- 2.4.1 Enter or attach Project-specific services agreed with the Client.

Please refer to points 2.4.2 - 2.4.6 in the attached letter from Artelia to KCTMO dated 27th February 2014

Schedule of Meetings to be attended by the Consultant

1 CLIENT MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☒ Project Employer's Agent ☐ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☒ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

2 DESIGN TEAM MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Employer's Agent ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☒ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

3 PROJECT TEAM MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Employer's Agent ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

4 SITE MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Employer's Agent ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

5 (OTHER) MEETING

Name of meeting: _____

Attendance: (Specify required attendees) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

RICS Consultancy Forms are written in plain English in a clear, concise and unambiguous style. They embrace the principles of modern consulting methods and include a full and short form of appointment, with co-ordinated scopes of services for:

- project managers
- quantity surveyors
- project monitors
- building surveyors
- CDM co-ordinators
- employer's agents

The default positions in the appointment forms provide a practical balance of risk between the client and the consultant, removing any ambiguity about the consultant's scope of service and contractual liabilities.

Sample versions of these documents are available on www.rics.org
(search for 'Practice standards and guidance').

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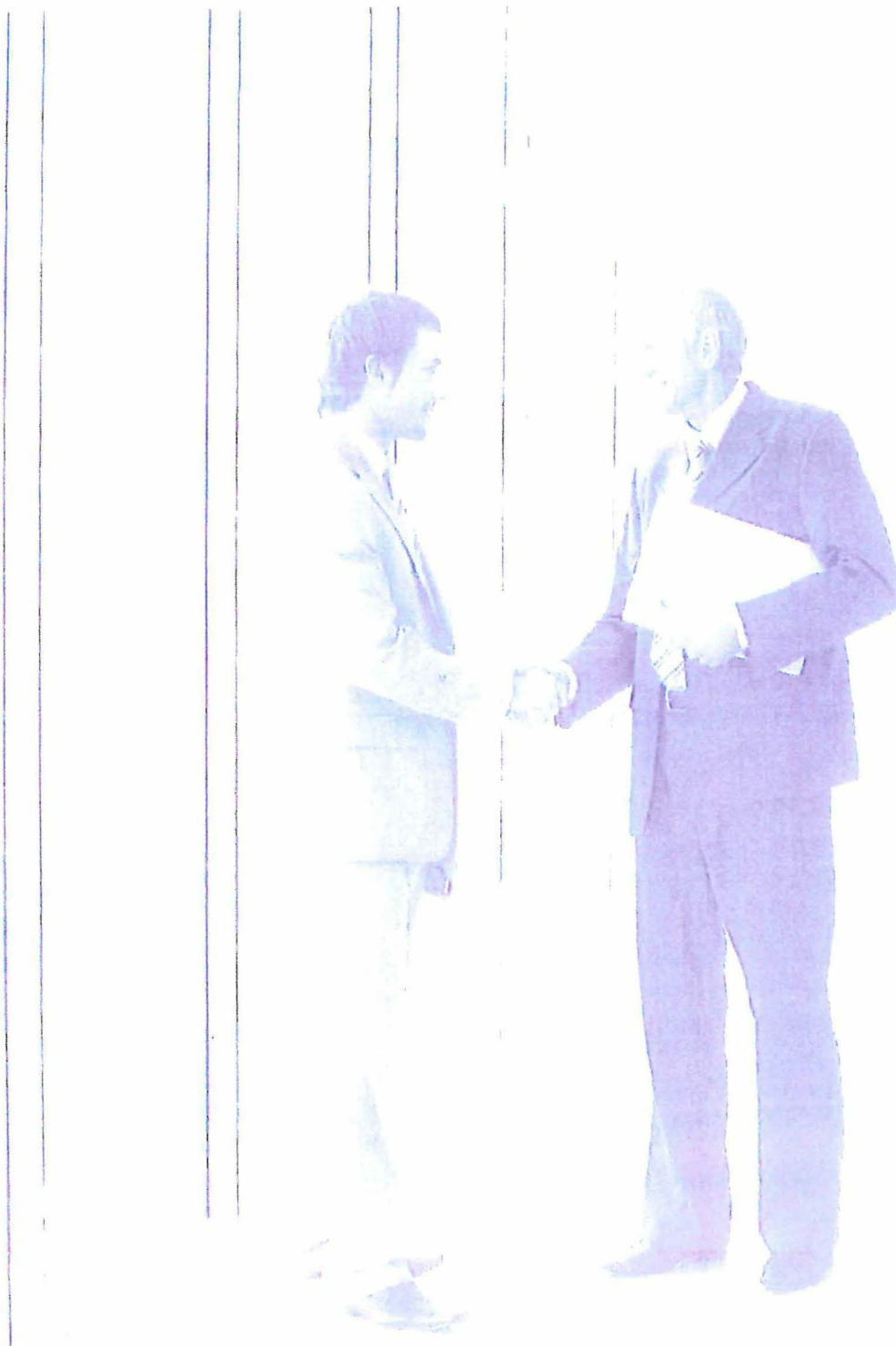
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RICS wishes to acknowledge the contribution made to these documents from its Members from the Built Environment Group of Faculties (Building Control, Building Surveying, Project Management and Quantity Surveying and Construction). Special thanks are also due to Len Stewart of Davis Langdon, Kevin Greene, Daniel Lopez de Arroyabe and David Race of Kirkpatrick & Lockhart Preston Gates Ellis LLP, Tony Baker of A&T Consultants Ltd and Yassir Mahmood for their particular contributions.

Len Stewart works for the Davis Langdon LLP Legal Support Group. Davis Langdon is a leading international project and cost consultancy, providing managed solutions for clients investing worldwide in infrastructure, property and construction.

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Published by the Royal Institution of Chartered Surveyors (RICS)
under the RICS Books imprint
Surveyor Court
Westwood Business Park
Coventry CV4 8JE
UK
www.ricsbooks.com

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Typeset and printed in Great Britain by Page Bros Ltd, Norwich

Notes:

- 1 This Appointment is not suitable for use for expert witness appointments.
- 2 This Schedule should be completed by inserting a 'tick' within the box adjacent to the service to be provided. For further information please refer to the Explanatory Notes.
- 3 Services that have been ticked below shall be deemed to be Basic Services under the terms of this Appointment.
- 4 All other Services which are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
- 5 For convenience the Services have been co-ordinated to fit with the RIBA Outline Plan of Work 2007. In practice many of the Services will be carried out in more than one section.
- 6 These Services are suitable for use with both the RICS Standard and RICS Short Forms of Consultant's Appointment.
- 7 Any Project-specific services agreed between the Client and the Consultant should be inserted in section 2.4.
- 8 A schedule of 'typical' meetings is included with these Services. Completion of this schedule is also recommended.

1 CORE SERVICES

1.1 Generally

- ☒ 1.1.1 Attend Client, Design, Project, Site and other meetings as provided under this Appointment.
- ☒ 1.1.2 Prepare regular/monthly cost reports. Advise the Client of any decisions required and obtain authorisation.

1.2 Preparation (RIBA Outline Plan of Work 2007)

- ☒ 1.2.1 Liaise with the Client and the Professional Team to determine the Client's initial requirements and to develop the Client's Brief.
- ☒ 1.2.2 Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before the Building Contract.
- ☒ 1.2.3 Liaise with the Professional Team and procure demolition, strip-out, site investigation and enabling works contracts required before the Building Contract.
- ☒ 1.2.4 Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations.
- ☒ 1.2.5 Comply with the CDM Regulations insofar as they relate to this Appointment.
- ☐ 1.2.6 Advise the Client on specialist services, including consultants, contractors, sub-contractors and suppliers, required in connection with the Project.
- ☒ 1.2.7 Advise on the cost of the Project. Advise on the cost of alternative design and construction options.
- ☐ 1.2.8 Advise on alternative procurement options.
- ☒ 1.2.9 Visit the Site. Advise the Client on any factors likely to affect cost, time or method of implementation.

- ☒ 1.2.10 Prepare an initial budget estimate to test feasibility proposals.
- ☒ 1.2.11 Prepare a preliminary cost plan and cash flow forecast.
- ☒ 1.2.12 Advise on the likely effect of market conditions.

1.3 Design (RIBA Outline Plan of Work 2007)

- ☒ 1.3.1 Prepare, maintain and develop a cost plan and cash flow forecast.
- ☒ 1.3.2 Advise on the cost of the Professional Team's proposals, including effects of site usage, shape of buildings, alternative forms of design, procurement and construction etc. Advise on any cost variances to the allowances contained in the cost plan.
- ☒ 1.3.3 Measure gross floor areas.
- ☐ 1.3.4 Measure net lettable/saleable floor areas.
- ☒ 1.3.5 Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties.

1.4 Pre-Construction (RIBA Outline Plan of Work 2007)

- ☒ 1.4.1 Advise on tendering and contractual procurement options. Prepare recommendations for the Client's approval.
- ☒ 1.4.2 Liaise with the Client's insurance advisers and advise on construction related insurances (excluding the administration of claims).
- ☒ 1.4.3 Liaise with the Client's legal advisers and advise on warranties/third party rights etc.

- ☒ 1.4.4 Liaise with the Client's legal advisers and advise on bonds for performance and other purposes.
- ☒ 1.4.5 Liaise with the Client's legal advisers and advise on use and/or amendment of standard forms of contract or contribute to drafting of particular Client requirements.
- ☒ 1.4.6 Obtain tender drawings and specifications from the Client and the Professional Team.
- ☒ 1.4.7 Liaise with the Client and the Professional Team and prepare tender documentation.
- ☒ 1.4.8 Prepare bills of quantities, or other pricing documents, for inclusion in tender documents.
- ☐ 1.4.9 Advise on suitable tenderers for the Building Contract. Prepare recommendations for the Client's approval.
- ☐ 1.4.10 Investigate prospective tenderers and advise the Client on their financial status and technical competence. Prepare recommendations for the Client's approval.
- ☒ 1.4.11 Attend pre- and post-tender interviews.
- ☒ 1.4.12 Arrange delivery of tender documents to selected tenderers.
- ☒ 1.4.13 Check tender submissions for errors, omissions, exclusions, qualifications, inconsistencies etc.
- ☒ 1.4.14 Liaise with the Professional Team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the tender documents and the tenders received. Prepare recommendations for the Client's approval.
- ☐ 1.4.15 Advise on the tenderers' design and construction programmes and method statements.
- ☒ 1.4.16 Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.
- ☒ 1.4.17 ~~Conduct negotiations~~ ^{Agree clarifications} with tenderers. Prepare documentation to confirm adjustments to the tender sums. Prepare recommendations for the Client's approval.
- ☒ 1.4.18 Liaise with the Client and the Professional Team and advise on methods of progressing design and/or construction works prior to the execution of the Building Contract.
- ☒ 1.4.19 Obtain confirmation that required Contractor insurances are in place prior to commencement of works on the Site.
- ☒ 1.4.20 Obtain contract drawings and specifications from the Client and the Professional Team. Liaise with the Client's legal advisers, prepare the contract documents and deliver to the Client and the Contractor for completion.
- ☒ 1.4.21 Maintain and develop the cost plan and the cash flow forecast.

1.5 Construction (RIBA Outline Plan of Work 2007)

- ☒ 1.5.1 Visit the Site periodically and assess the progress of the Project for interim payment purposes.
- ☒ 1.5.2 Prepare recommendations for interim payments to the Contractor.
- ☒ 1.5.3 Advise on the cost of variations prior to the issue of instructions under the Building Contract.
- ☒ 1.5.4 Agree the cost of instructions, excluding loss and expense claims, issued under the Building Contract.
- ☒ 1.5.5 Advise on the rights and obligations of the parties to the Building Contract.

1.6 Use (RIBA Outline Plan of Work 2007)

- ☒ 1.6.1 Prepare recommendations for interim payments and release of retention funds.
- ☒ 1.6.2 Prepare the final account or similar financial statement. Facilitate agreement to the final account or similar financial statement from the parties to the Building Contract. For the purposes of this clause the final account or similar financial statement excludes the assessment of loss and expense claims.
- ☒ 1.6.3 Prepare recommendations for the payment of liquidated and ascertained damages.

1.7 Prime Cost Contracts/Management Contracts/Construction Management Contracts

- ☐ 1.7.1 Liaise with the Client's legal advisers and advise on use and/or amendment of bespoke forms of contract or contribute to drafting of particular Client requirements.
- ☐ 1.7.2 Obtain agreement from the Contractor to the cost plan.
- ☐ 1.7.3 Agree a breakdown of the cost plan with the Contractor consistent with the work package procurement strategy.
- ☐ 1.7.4 Agree the Contractor's entitlement to recovery of preliminaries, overheads and profit.
- ☐ 1.7.5 Assist the Contractor in the preparation of work package tender and contract documents.
- ☐ 1.7.6 Price work package tender documents to provide a benchmark for assessing tender returns.
- ☐ 1.7.7 Review work package tender returns. Prepare recommendations for the Client's approval.
- ☐ 1.7.8 Review and revise the cost plan and cash flow forecast as work packages are let.
- ☐ 1.7.9 Check interim valuations and final accounts from the Contractor, sub-contractors and suppliers. Prepare payment recommendations for the Client's approval.
- ☐ 1.7.10 Advise on expenditure not recoverable under the terms of the Building Contract.

1.8 Design and Build Contracts

- ☒ 1.8.1 Liaise with the Client and the Professional Team and prepare the employer's requirements.
- ☒ 1.8.2 Liaise with the Professional Team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the employer's requirements and the contractor's proposals. Prepare recommendations for the Client's approval.
- ☒ 1.8.3 Liaise with the Professional Team and prepare cost studies to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- ☒ 1.8.4 Liaise with the Professional Team and assist with specialist enquiries to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- ☒ 1.8.5 Liaise with the Professional Team and conduct negotiations with the Contractor. Obtain documentation from the Professional Team to confirm the agreed design and/or performance specifications. Prepare recommendations for the Client's approval.
- ☒ 1.8.6 Advise on the cost of variations, excluding loss and expense claims, proposed by the Contractor prior to the issue of instructions under the Building Contract.
- ☒ 1.8.7 Agree the cost of instructions, excluding loss and expense claims, proposed by the Contractor under the Building Contract.

2 SUPPLEMENTARY SERVICES

2.1 General

- ☐ 2.1.1 Provide services for the Client's and/or any third party's organisational move to new premises.
- ☐ 2.1.2 Provide services for the Client's and/or any third party's fitting-out or direct works contracts.
- ☐ 2.1.3 Prepare bills of quantities for mechanical and electrical services.
- ☐ 2.1.4 Price bills of quantities to provide an estimate for comparison with tenders.
- ☐ 2.1.5 Prepare a cost analysis based on agreed format or special requirements.
- ☐ 2.1.6 Prepare a cost analysis of the final account.
- ☐ 2.1.7 Provide estimates of replacement costs for insurance purposes.
- ☐ 2.1.8 Provide services in connection with insurance claims.
- ☒ 2.1.9 Facilitate, set up and manage value engineering exercises.
- ☐ 2.1.10 Facilitate, set up and manage early warning and risk reduction meetings.

- ☒ 2.1.11 Attend and contribute to early warning and risk reduction meetings.
- ☐ 2.1.12 Facilitate, set up and manage a two-stage tendering process.
- ☐ 2.1.13 Facilitate, set up and manage target cost and/or guaranteed maximum price contracts.
- ☐ 2.1.14 Facilitate, set up and manage partnering and/or collaborative working contracts.
- ☐ 2.1.15 Facilitate, set up and manage 'Lessons Learned' or other workshops.
- ☐ 2.1.16 Act as the Client's partnering adviser.
- ☐ 2.1.17 Provide specialist procedural advice to comply with EU Regulations and/or other legislation.

2.2 Financial

- ☐ 2.2.1 Advise on the financial implications of developing different sites.
- ☐ 2.2.2 Advise on the preparation of development appraisals.
- ☐ 2.2.3 Advise on the cost implications of alternative development programmes.
- ☐ 2.2.4 Prepare sustainability cost studies.
- ☐ 2.2.5 Prepare life-cycle cost studies and estimates of annual running costs.
- ☐ 2.2.6 Advise on and evaluate capital tax allowances, grants or other financial assistance available in respect of the Project.
- ☐ 2.2.7 Prepare applications for capital tax allowances, grants or other financial assistance available in respect of the Project.
- ☐ 2.2.8 Advise on VAT payable in respect of the Project. Provide a breakdown of the cost plan, interim valuations and final account or similar financial statement for VAT purposes.
- ☐ 2.2.9 Carry out off-site inspections of sub-contractors' and suppliers' premises for interim payment purposes.

2.3 Contractual

- ☐ 2.3.1 Provide specialist quantity surveying advice on the interpretation of contracts and contractual clauses.
- ☐ 2.3.2 Liaise with the Client's legal advisers and advise on the use and/or amendment of bespoke forms of contract or contribute to the drafting of particular Client requirements.
- ☐ 2.3.3 Advise on the Contractor's entitlement to extensions of time. Analyse and report on the Contractor's application(s) for extensions of time. Prepare recommendations for the Client's approval.

-
- ☐ 2.3.4 Advise on the cost and contractual consequences arising from an acceleration instruction.
 - ☐ 2.3.5 Advise on the Contractor's entitlement to loss and expense. Analyse and report on the Contractor's loss and expense claim(s). Prepare recommendations for the Client's approval.
 - ☐ 2.3.6 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
 - ☐ 2.3.7 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
 - ☐ 2.3.8 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.
 - ☐ 2.3.9 Advise the Client on the selection, terms of appointment and fee structures for the Professional Team.

2.4 Project-Specific Services

- 2.4.1 Enter or attach Project-specific services agreed with the Client.

Schedule of Meetings to be attended by the Consultant

1 CLIENT MEETINGS

Attendance: Partner ☐ Director ☒ Associate ☐ Project Surveyor ☐ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

2 DESIGN TEAM MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Surveyor ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

3 PROJECT TEAM MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Surveyor ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☒ Monthly ☐ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

4 SITE MEETINGS

Attendance: Partner ☐ Director ☐ Associate ☐ Project Surveyor ☒ Other ☐ (please specify _____)

Frequency: Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

5 (OTHER) MEETING

Name of meeting: _____

Attendance: (Specify required attendees) _____

Frequency: Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ No attendance required ☐ Other ☐
Please specify requirements: _____

RICS Consultancy Forms are written in plain English in a clear, concise and unambiguous style. They embrace the principles of modern consulting methods and include a full and short form of appointment, with co-ordinated scopes of services for:

- project managers
- quantity surveyors
- project monitors
- building surveyors
- CDM co-ordinators
- employer's agents

The default positions in the appointment forms provide a practical balance of risk between the client and the consultant, removing any ambiguity about the consultant's scope of service and contractual liabilities.

Sample versions of these documents are available on www.rics.org (search for 'Practice standards and guidance').

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SERVICES RELATING TO THE CONSTRUCTION (DESIGN & MANAGEMENT) REGULATIONS 2007

Duties of CDM Coordinator, within the meaning of the Construction (Design and Management) Regulations 2007 ("the Regulations"): -

The services which are summarised below are derived from the duties laid on the CDM Co-ordinator by the Regulations and other related requirements of the Regulations. Those listed are mandatory for the CDM Co-ordinator. Reference should be made to the Regulations for the precise scope of each service and this schedule must be read within the context of the Regulations as a whole.

- 1) Submit statutory notification to the HSE / enforcing authority (F10) including details of known designers
- 2) Advise and assist the Client in understanding their duties and what is expected of them on the project
- 3) Advise and assist the Client in appointment of competent Designers and Contractors
- 4) Advise and assist the Client in ensuring that the project team understand their duties and what is expected of them on the project
- 5) Advise and assist the Client in making sure that there are suitable management arrangements throughout the project
- 6) Seek the cooperation of and cooperate with other duty holders involved in the project so far as necessary to enable them all to perform their duties under the regulations. [Regulation 5].
- 7) Give suitable and sufficient advice and assistance to the client on the following measures:
 - a) taking reasonable steps to ensure that the arrangements for managing the project are suitable to ensure that:
 - i) the construction work can be carried out so far as is reasonably practicable without risk to the health and safety of any person;
 - ii) the requirements of schedule 2 of the Regulations (welfare) are complied with; and
 - iii) any structure designed for use as a workplace has been designed to take account of the provisions of the Workplace (Health, Safety and Welfare) Regulations 1992 which relate to the design of, and materials used in, the structure; [Regulation 20(1)(a)].
 - b) taking reasonable steps to ensure that these arrangements are maintained and reviewed throughout the project; [Regulation 20(1)(b)].
 - c) advising the Client on what pre-construction information is required; [Regulation 20(1)(a)].
 - d) ensuring that the construction phase does not start unless the principal contractor has prepared an adequate construction phase plan and that appropriate welfare will be provided during the construction phase; [Regulation 20(1)(a)].
 - e) providing health and safety information for the health and safety file. [Regulation 20(1)(a)].
- 8) Ensure that suitable arrangements are made and implemented for the coordination of health and safety measures during planning and preparation for the construction phase, including facilitating:
 - a) cooperation and coordination between duty holders on the project; [Regulation 20(1)(b)(i)].

- b) the application of the general principles of prevention and in particular:
 - i) avoiding risks;
 - ii) evaluating the risks which cannot be avoided;
 - iii) combating the risks at source;
 - iv) developing a coherent overall prevention policy;
 - v) giving collective protective measures priority over individual protective measures; [Regulation 20(1)(b)(ii) and Appendix 7 of ACOP].
- 9) Take all reasonable steps to identify and collect the pre-construction information and distribute the relevant parts of it promptly in a convenient form to every designer and every contractor who may be or has been appointed by the client. [Regulation 20(2)(a) and (b)].
- 10) Liaise with the principal contractor on:
 - a) the information which the principal contractor needs to prepare the construction phase plan;
 - b) any design development which may affect planning and management of the construction work; and
 - c) the contents of the Health and Safety file. [Regulation 20(1)(c)].
- 11) Co-ordinate health and safety aspects of design work and co-operate with others involved in the project. [Regulation 20(2)(c)].
- 12) Take all reasonable steps to ensure cooperation between designers and the principal contractor during the construction phase in relation to any design or change to a design. [Regulation 20(2)(d)].
- 13) Prepare where none exists or otherwise review and update the health and safety file incorporating relevant information from other duty holders. [Regulation 20(2)(e)].
- 14) Deliver TWO copies of the health and safety file to the Client. [Regulation 20(2)(f)].
- 15) Obtain the client's approval to the terms of the notice to be given to the Health and Safety Executive in accordance with Regulation 21 and ensure that such notice is given to the HSE.

Additional related services where applicable:

- 16) Provide advice to the Client on the health and safety competence and resources of the proposed designers prior to arrangements being made for design work to begin. [Regulation 20(1)(a)].
- 17) Provide advice to the Client on the health and safety competence and resources of the lowest or preferred tendering/negotiating prospective principal contractor before arrangements are made for the work to be carried out or managed. [Regulation 20(1)(a)].
- 18) Seek the co-operation of and co-operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them all to perform their duties under the regulations. [Mandatory if there are any adjoining construction sites.] [Regulation 5(1)(a)].
- 19) Facilitate cooperation and coordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the coordination of health and safety measures during planning and preparation for the construction phase. [Mandatory if there are any adjoining construction sites.] [Regulation 20(1)(b)(i)].

Note: In addition to the above role the CDM-C may also be required to prepare a Site Waste Management Plan and advise the client of their duties under the Site Waste Management Plans Regulations 2008.

Generally:

- Ensure that the Employer's obligations are fulfilled regarding all aspects of CDM control and associated statutory compliance.
- Work with the project team with a proactive approach to ensure that the schemes are designed and delivered incorporating all relevant requirements to achieve statutory compliance.
- Clarify at tender return stage whether in the opinion of the tenderer that other deliverables are required to fulfil the role of CDM-C.

Kensington & Chelsea TMO
Grenfell Tower
Appleyards Fee Proposal & Resource Schedule
Project Management and Employer's Agent, Cost Consultancy and CDM Co-ordinator Services

Construction Budget =		£ 8,500,000																																	
		1.46%																																	
Lump Sum Fee		£123,561																																	
		All excludes VAT																																	
Resources in hours																																			
Programme	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
	W/C	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
PQQ evaluation	55.00	43.00	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Preparation of tender documentation	155.00	-	45.00	110.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Review / check tender docs and ER and RDS	18.00	-	-	19.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tender price	35.00	-	-	-	18.00	18.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tender evaluation, recommendation and approval of appointment	95.00	-	-	-	-	-	75.00	20.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Preparation of contract	40.00	-	-	-	-	-	-	40.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Project mobilisation and start up	52.00	-	-	-	-	-	-	-	52.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Construction	868.00	-	-	-	-	-	-	-	-	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	
Post Completion	188.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65.00	30.00	30.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	19.00
ONGOING MANAGEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Attend Value Engineering workshops post tender	49.00	-	-	-	-	-	18.00	31.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Agree change control procedure and delegation of authority (included in base fee)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Set up and manage risk register	56.00	-	-	-	-	-	12.00	14.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
	1,613.00	43.00	57.00	129.00	18.00	18.00	105.00	105.00	54.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	65.00	30.00	30.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	19.00	
Resource Allocation																																			
PW/EA	68,593.95	2,265.00	1,585.50	3,397.50	936.00	936.00	4,598.50	4,121.00	2,578.00	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,932.25	2,281.50	1,140.75	1,140.75	228.15	228.15	228.15	228.15	228.15	228.15	228.15	1,140.75	
OS	41,307.20	456.00	1,596.00	5,016.00	456.00	456.00	2,432.00	3,648.00	511.00	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	1,569.50	2,101.50	1,050.75	1,050.75	-	-	-	-	-	-	280.20		
Assistant CDM	13,600.00	560.00	1,200.00	1,440.00	-	-	1,200.00	400.00	1,200.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	2,000.00	-	-	-	-	-	-	-	-		
Total Hours	123,501.15	3,281.00	4,381.50	9,853.50	1,392.00	1,392.00	8,228.50	8,169.00	4,287.00	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	4,921.75	6,383.00	2,191.50	2,191.50	228.15	228.15	228.15	228.15	228.15	228.15	228.15	1,420.95	

Kensington & Chelsea TMO
Grenfell Tower
Appleyards Fee Proposal & Resource Schedule
Project Management and Employer's Agent Services

Construction Budget =		£ 8,500,000																																	
		0.81%																																	
Lump Sum Fee		£68,994 All excludes VAT																																	
Resources in hours																																			
Programme	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
	Wk/C	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
PQQ evaluation	35.00	30.00	6.00																																
Preparation of tender documentation	50.00		15.00	35.00																															
Review / check tender docs and ER and RDS	10.00			10.00																															
Tender period	24.00				12.00	12.00																													
Tender evaluation, recommendation and approval of appointment	50.00						40.00	10.00																											
Preparation of contract	20.00							20.00																											
Project mobilisation and start up	30.00								30.00																										
Construction	490.00									35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00												
Post Completion	99.00																							30.00	15.00	15.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	15.00
ONGOING MANAGEMENT	-																																		
Attend Value Engineering workshops post tender	24.00						10.00	14.00																											
Agree change control procedure and delegation of authority (Included in base fee)																																			
Set up and manage risk register	45.00						8.00	8.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00												
	879.00	30.00	21.00	45.00	12.00	12.00	58.00	52.00	32.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	30.00	15.00	15.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	15.00	
Resource Allocation																																			
Project Director - Simon Cash	41.97	1.50	1.05	2.25	0.60	0.60	2.90	2.60	1.60	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	0.90	0.45	0.45	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.45	
Associate PM/EA - Philip Booth	591.40	16.50	11.55	24.75	7.80	7.80	40.60	36.40	24.00	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	18.00	9.00	9.00	1.80	1.80	1.80	1.80	1.80	1.80	1.80	9.00	
Assistant LC/EA	245.63	12.00	8.40	18.00	3.60	3.60	14.50	13.00	6.40	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	11.10	5.55	5.55	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.11	5.55	
total Hours	879.00	30.00	21.00	45.00	12.00	12.00	58.00	52.00	32.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	30.00	15.00	15.00	3.00	3.00	3.00	3.00	3.00	3.00	15.00		
Total fee		£ 68,994	£ 2,265	£ 1,586	£ 3,398	£ 936	£ 936	£ 4,597	£ 4,121	£ 2,576	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,282	£ 1,141	£ 1,141	£ 228	£ 228	£ 228	£ 228	£ 228	£ 228	£ 228	£ 228	£ 1,141	

Kensington & Chelsea TMO
Grenfell Tower
Appleyards Fee Proposal & Resource Schedule
Cost Consultancy Services

Construction Budget =		£ 8,500,000																																		
		0.49%																																		
Lump Sum Fee		£41,307 All excludes VAT																																		
Resources in hours																																				
Programme	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
	Wk/C	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
PQQ evaluation	12.00	6.00	6.00																																	
Preparation of tender documentation	75.00		15.00	60.00																																
Review / check tender docs and ER and RDS	6.00			6.00																																
Tender period	12.00				6.00	6.00																														
Tender evaluation, recommendation and approval of appointment	30.00						20.00	10.00																												
Preparation of contract	20.00							20.00																												
Project mobilisation and start up	7.00								7.00																											
Construction	306.00									22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00													
Post Completion	64.00																							30.00	15.00	15.00									4.00	
ONGOING MANAGEMENT	-																																			
Attend Value Engineering workshops post tender	20.00						8.00	12.00																												
Agree change control procedure and delegation of authority (Included in base fee)																																				
Set up and manage risk register	10.00						4.00	6.00																												
Resource Allocation	564.00	6.00	21.00	66.00	6.00	6.00	32.00	48.00	7.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	30.00	15.00	15.00	-	-	-	-	-	-	-	-	4.00	
Project Director - Simon Cash	26.92	0.30	1.05	3.30	0.30	0.30	1.60	2.40	0.35	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	0.90	0.45	0.45	-	-	-	-	-	-	-	-	0.12	
Senior Cost Consultant - Chweechee Lim	435.00	5.70	19.95	62.70	5.70	5.70	30.40	45.60	5.25	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	15.40	18.00	9.00	9.00	-	-	-	-	-	-	-	-	2.40	
Assistant Cost Consultant	102.08	-	-	-	-	-	-	-	1.40	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	11.10	5.55	5.55	-	-	-	-	-	-	-	-	1.48	
total Hours	564.00	6.00	21.00	66.00	6.00	6.00	32.00	48.00	7.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	30.00	15.00	15.00	-	-	-	-	-	-	-	-	4.00	
Total fee	£ 41,307	£ 456	£ 1,596	£ 5,016	£ 456	£ 456	£ 2,432	£ 3,648	£ 511	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 1,590	£ 2,102	£ 1,051	£ 1,051	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ 280		

Kensington & Chelsea TMO
Grenfell Tower
Appleyards Fee Proposal & Resource Schedule
CDM Co-ordinator Services

Construction Budget =		£ 8,500,000																																		
		0.16%																																		
Lump Sum Fee		£13,600																																		
		All excludes VAT																																		
Resources in hours																																				
Programme	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
	W/C	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
PQQ evaluation	7.00	7.00		-																																
Preparation of tender documentation	30.00		15.00	15.00																																
Review / check tender docs and ER and RDS	3.00			3.00																																
Tender period	-					-	-																													
Tender evaluation, recommendation and approval of appointment	15.00						15.00																													
Preparation of contract	15.00							-																												
Project mobilisation and start up	70.00								15.00																											
Construction	25.00									5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00												
Post Completion																								25.00												
ONGOING MANAGEMENT	-																																			
Attend Value Engineering workshops post tender	5.00							5.00																												
Agree change control procedure and delegation of authority (Included in base fee)	-																																			
Set up and manage risk register	-																																			
	170.00	7.00	15.00	18.00	-	-	15.00	5.00	15.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	25.00	-	-	-	-	-	-	-	-	-	-	-	-
Project Director - Simon Cash	-																																			
CDM Co-ordinator - Keith Bushell	170.00	7.00	15.00	18.00	-	-	15.00	5.00	15.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	25.00	-	-	-	-	-	-	-	-	-	-	-	-
Assistant CDM Co-ordinator	-																																			
total Hours	170.00	7.00	15.00	18.00	-	-	15.00	5.00	15.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	25.00	-	-	-	-	-	-	-	-	-	-	-	-
Total fee	£ 13,600	£ 560	£ 1,200	£ 1,440	£ -	£ -	£ 1,200	£ 400	£ 1,200	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 400	£ 2,000	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -