



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

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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



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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



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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	<u>£123,901</u> 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



RICS Standard Form of Consultant's Appointment



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The project stages from the RIBA Outline Plan of Work 2007 (© Royal Institute of British Architects) are produced here with the permission of the RIBA.

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Insert date following execution by all parties.

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

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.

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

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.

THIS AGREEMENT is made on the _____ day of _____ 20__

BETWEEN:

(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

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

and

(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

(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.

See Explanatory Notes for further information on completing the Services

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

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.

- ☐ 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

- 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

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

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)

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
Chweecheen Lim	Senior Cost Consultant	£75.00	£525.00
Keith Bushell	CDM-C	£95.00	£712.50

*All rates are exclusive of VAT.

Client's Brief

[illegible]

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.

Signature by or on
behalf of the Client

Use where the Client is an individual.

Use where the Consultant is a limited company, partnership, limited partnership or limited liability partnership. The signatory should print his/her name in the space in square brackets, sign where indicated and state his/her position, e.g. director, partner, etc, by deleting the inappropriate wording in brackets.

Use where the Consultant is an individual.

Signed by or on behalf of the parties.

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

EXECUTION BY THE CLIENT

Signature of Director _____

Print name of Director _____

Signature of Director/Secretary _____

Print name of Director/Secretary _____

Signature of Director _____

Print name of Director _____

Signature of Director/Secretary _____

Print name of Director/Secretary _____

Signature of Director _____

Print name of Director _____

Witness signature _____

Name _____

Address _____

Occupation _____

- (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.

Limited Liability Partnerships

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

Individuals/Partnership

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

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.

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.

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

Signature of Member

Print name of Member

Signature of Member

Print name of Member

SIGNED AS A DEED

by []

in the presence of:

Witness signature

Name

Address

Occupation

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.

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

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

in the presence of:

Witness signature

Name

Address

Occupation

Limited Liability Partnerships

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

Individuals/Partnership

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

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.

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

Signature of Member

Print name of Member

Signature of Member

Print name of Member

SIGNED AS A DEED

by []

in the presence of:

Witness signature

Name

Address

Occupation

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

☐

Tick as appropriate

4.2 CDM Regulations

~~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

Chweechen 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.~~ ☐

11.1 Consultant's Authority

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 ☒

Delete as appropriate or insert any other description of cover.

Specify risks where aggregate or no insurance is available.

_____ pounds ☐

~~_____ 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.

save for the following risks

pollution or contamination and asbestos

where the level of professional indemnity insurance is

Insert amount (in words and figures).

_____ 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

Tick as appropriate.

Insert alternative
Adjudicator nominating
body.

Tick as appropriate.

Tick as appropriate.

Insert alternative
Arbitrator nominating
body.

Tick as appropriate.

Insert alternative
address for
Consultant.

Insert alternative
address for Client.

Complete at parties'
discretion.

15.8 Termination following suspension

Period of suspension is 6 months

☒

Period of suspension is _____ months

☐

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~~

☐

_____ ☐

16.7 Arbitration or litigation

~~Litigation is the method of dispute resolution~~

☐

Arbitration is the method of dispute resolution

☒

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~~

☐

_____ ☐

17.1 Addresses of Consultant and Client

Consultant:

The address set out at the head of this Appointment

☒

☐

Client:

The address set out at the head of this Appointment

☒

☐

17.4 Non-postal methods of giving notice

Non-postal methods of giving notice:

N/A

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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- 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 Issue instructions, on behalf of the Client, to the Professional Team and Contractor in accordance with the terms of their Appointments/the Building Contract.
- ☒ 1.1.3 Agree Project reporting and recording procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.
- ☒ 1.1.4 Monitor the performance of the Professional Team and the Contractor. Report to the Client.
- ☒ 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.

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. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- ☐ 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.
- ☐ 1.2.3 Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before the Building Contract.

- ☐ 1.2.4 Liaise with the Professional Team and procure demolition, strip-out, site investigation and enabling works contracts required before the Building Contract.

- ☐ 1.2.5 Advise the Client on specialist services, including consultants, contractors, sub-contractors and suppliers required in connection with the Project.

- ☒ 1.2.6 Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations.

- ☒ 1.2.7 Comply with the CDM Regulations insofar as they relate to this Appointment.

- ☐ 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.

- ☒ 1.2.9 Advise the Client on the need for staff resident at the Site.

- ☒ 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.

- ☒ 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)

- ☒ 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 ~~Agree variations~~ Conduct negotiations 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 Contractor. 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.

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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- 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 ~~Agree clarifications~~ Conduct negotiations 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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of Chartered Surveyors
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www.rics.org

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 =		£ 8,460,000																																		
		145%																																		
Lump Sum Fee		£153,881																																		
		All excludes VAT																																		
Programme		Resources in hours																																		
		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
1. Sub-structure		55.00	43.00	12.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Preparation of tender documentation		155.00	-	45.00	110.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Design/ check/ set out/ submit CD and RDS		19.00	-	-	19.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tender pack		38.00	-	-	-	18.00	18.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tender evaluation, recommendations and approval of appointment		95.00	-	-	-	-	-	73.00	20.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Preparation of contract		40.00	-	-	-	-	-	-	40.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Project mobilisation and set up		52.00	-	-	-	-	-	-	-	52.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Construction		888.00	-	-	-	-	-	-	-	-	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	82.00	
Full Completion		188.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ONGOING MANAGEMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Attend Value Engineering workshops post tender		40.00	-	-	-	-	-	18.00	21.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Agree change control procedures and delegation of authority (includes 10 hours fee)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Get us into meeting, risk register		58.00	-	-	-	-	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	2.00	
		1,513.00	43.00	57.00	129.00	18.00	18.00	105.00	105.00	56.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	
Resource Allocation																																				
158A		68,893.85	2,765.00	1,585.00	3,387.50	836.00	836.00	4,888.00	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	2,932.25	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	
QS		41,307.20	458.00	1,589.00	5,016.00	858.00	858.00	2,432.00	3,848.00	5,111.00	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	1,589.50	
158B/158C		13,609.39	560.00	1,209.00	1,440.00	-	-	1,209.00	400.00	1,209.00	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	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	
Total Hours		123,801.15	3,281.00	4,381.00	9,853.50	1,392.00	1,392.00	8,229.00	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	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		

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

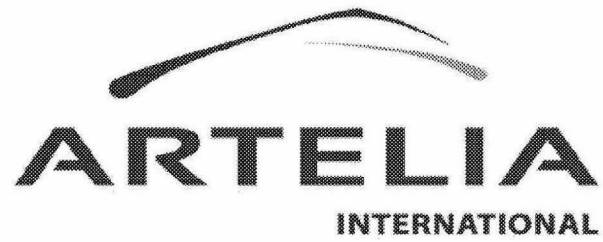
Construction Budget =		£ 8,500,000																																			
		0.81%																																			
Lump Sum Fee		£68,994																																			
		All excludes VAT																																			
Resources in hours																																					
Month		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	26	26	27	28	28	30	31	32	33	34		
Programme		WVC	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 Preparation of tender documentation Review / check tender docs and ER and RDS Tender period Tender evaluation, recommendation and approval of appointment Preparation of contract Project mobilisation and start up Construction Post Completion		38.00	30.00	6.00																																	
		50.00		15.00	35.00																																
		10.00			10.00																																
		24.00				12.00	12.00																														
		50.00						40.00	10.00																												
		20.00							20.00																												
		30.00								30.00																											
		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	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00		
		99.00																																			
		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		46.00						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	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	46.00	12.00	12.00	68.00	62.00	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	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00		
Resource Allocation																																					
Project Director - Simon Cash		41.97	1.50	1.05	2.25	0.80	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	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85	1.85		
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	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90	25.90		
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	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25		
total Hours		879.00	30.00	21.00	46.00	12.00	12.00	68.00	62.00	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	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00		
Total fee		£ 68,994	£ 2,265	£ 1,566	£ 3,395	£ 936	£ 936	£ 4,587	£ 4,121	£ 2,076	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,932	£ 2,282	£ 1,141	£ 1,141	£ 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	
	Wh/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	8.00	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	308.00									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																											
	664.00	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	
Resource Allocation																																				
Project Director - Simon Cash	26.92	0.30	1.05	3.30	0.30	0.30	1.63	2.40	0.36	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	0.80	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	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	16.40	18.00	9.00	9.00	-	-	-	-	-	-	-	2.40	
Assistant Cost Consultant	102.08	-	-	-	-	-	-	1.40	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	11.10	5.55	5.55	-	-	-	-	-	-	-	1.48	
Total Hours	664.00	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 =		£ 8,600,000																																			
		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		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Project mobilisation and start up		15.00	-	-	-	-	-	-	-	15.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Construction		70.00	-	-	-	-	-	-	-	-	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	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	5.00	25.00	-	-	-	-	-	-	-	-	-		
Project Director - Simon Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
CDM Co-ordinator - Keith Buskell		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	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	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	£ 400	£ 2,000	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -			



Proposal for:

Client Design Advisor

Grenfell Tower

Kensington & Chelsea Tenant Management
Organisation

February 2014

Client Design Advisor

Grenfell Tower

Kensington & Chelsea Tenant Management Organisation
(KCTMO)

Contents:

1. Introduction
2. Project Understanding
3. Service Scope
4. Relevant Experience
5. Team and Approach
6. Fee Proposal

Appendices:

- A. Methodology
- B. CVs
- C. QA Certificate



Elektron Towers

1.0 Introduction

- 1.1 Our Client Design Adviser lead, **Richmal Hardinge**, is an architect with more than 15 years' experience in architectural, design and construction consultancy. She is passionate about delivering excellent and sustainable designs, based on supportive, yet rigorous and critical reviews of design proposals and active engagement of stakeholders in the design process. She has advised on a wide range of projects in various sectors. For the past four years she worked extensively in the PFI arena where contract due diligence and delivery to exacting specification is standard. This combination of experience provides her with a unique understanding of the challenges and demands facing public sector clients wishing to successfully navigate complex design and delivery processes.

Richmal has an in-depth understanding of building life cycle costings and understanding of how the public sector is as focused on revenue costs as much as those of capital costs. She has experience of value engineering at both pre and post contract tender stage and the ability to focus on the brief and variations to it and weigh up and clearly present options and risks for you.

We are currently working on the adjacent Kensington and Chelsea Academy and Leisure Centre in the Client Design Advisor capacity. This includes the area of Public Realm works.

In accordance with the scope of services for the Client Design Advisor, Richmal will:

- Set and safeguard design quality.
- Advocate and ensure that the importance of design quality is understood, applied and championed by the contractor team.
- Review through a Design Compliance Report agreed key design packages following the production of detailed drawings (Stage F) reporting to KCTMO using our risk-based 'warning light methodology' backed up by our firm opinions and recommendations.
- At monthly intervals during construction identify any potential problems so they may be rectified in good time and well in advance of scheduled handover.
- Conduct a series of checks and a final inspection of flats and facilities and issue a Completion Certificate.
- Facilitate post-occupancy review and workshop so that KCTMO benefits fully from lessons learned on this project.

2.0 Project Understanding and Key Data

2.1 Overview

We understand the significance, financial commitment that the Grenfell Tower refurbishment project has for the Kensington & Chelsea Tenants Management Organisation (KCTMO). We know that you need complete assurance that issues of design, procurement and high quality delivery are managed by an experienced professional who can champion these on your behalf.

With the novation of architects, Studio E, to the contractor the relationship and direct access to architects and other members of the design team that you have enjoyed on this project to date will change. The services of a Client Design Advisor will ensure that the initial design that you have agreed and promoted to stakeholders does not get 'watered down' as part of the procurement and delivery process.

We understand that you wish to appoint a full Client Design Advisor role from the Contractor's Proposals stage and throughout Construction to handover of the residents' flats. We have assessed that the handover will be phased at one floor at a time.

We understand that the Scope of Works is out to tender, and will cover the following renovations:

- A form of improved heating
- Replacement windows;
- Over-cladding external elevations to improve appearance;
- Reconfiguration of internal accommodation, enclosure of current external podium space, and demolition of escape stair, which at optimal layout will achieve:
- Centralised estate management and reception back to the tower;
- Office accommodation;
- Relocated crèche and provide defensible external play area;
- Relocated boxing club;
- Additional flats to podium levels;
- Revitalised pedestrian and vehicular link within the public realm;
- Landscaping works to adjacent garages and children's play park.

Overall, the Works will be split into distinct sections as dictated by the programme:

- basement plant upgrade,
- internal renovations and services to include new windows,
- external overcladding,
- podium level works and
- public realm works.

Our CDA service will address the above elements with the exception of M&E services as we understand that will be undertaken entirely by Max Fordham, as Technical Advisor.

2.2 Programme

The following construction programme is envisaged:

Project	Construction Start	Construction End	CDA Service
Grenfell Tower refurbishment	March 2014	May 2015	16 months*

* Construction plus 1 month for de-snagging and final report



Uxbridge Road

3 Services Scope

3.1 Client Design Advisor

We confirm our clear understanding of the duties of the Client Design Adviser and our capability to fulfil these requirements having undertaken similar roles on projects that include Kensington Academy and Leisure Centre, Woking and Ashford Housing PFI, Camden Care Homes, numerous Building Schools for the Future schemes, Basildon Sporting Village, and other similar high profile public sector projects.

3.2 Approach

Through our team's previous experience of both Client Design Advisor and Independent Certifier roles and work within the housing, education and leisure sectors we are able to propose a robust team, led by Richmal Hardinge, to carry out this role. The team will ensure that your interests are protected through scheme design and construction through to achieving the complex completion and certification requirements in compliance with the project specification.

The overall period for our service delivery is 16 months from Pre-Contract Award (March 2014) to Completion (June 2015), which is construction plus 1 month to allow re-inspection after snagging and the production of the final report. In addition we can facilitate a Post Occupancy Evaluation workshop.

Scheme Design

We will provide a Design Compliance Report at Pre-Contract award stage following a review of the construction or contractor's proposals (CPs) and endeavour to ensure they meet the Employer's Requirements (ERs), NBS specifications, British & European Standards as well as all statutory and planning requirements.

Once the contract is let, we will review detailed drawings as they are produced to ensure the Works proposed continue to meet the ERs.

We will provide design advice as required by KCTMO.

Construction Phase

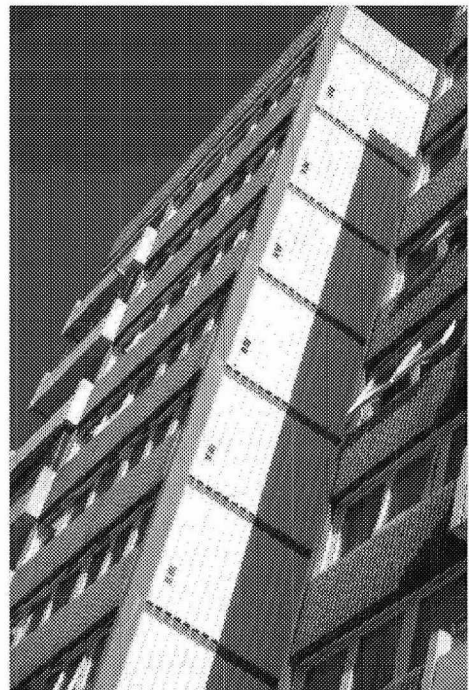
During Construction we would expect to attend the client progress meeting on the basis of one per month.

Usually to coincide with the progress meeting, we would visit site to view works in progress, update on the programme and to certify and de-snag work as per the construction programme. We assume that the flats will achieve completion in batches and have priced this on the basis of one floor at a time.

Our typical methodology for the construction monitoring and handover phases is included in Appendix A of this proposal.

Post Occupancy Evaluation

Evaluation and feedback are the cornerstones for continuous improvement in building design and procurement. Similarly, once users have got to know their buildings, after two or three months, they can be asked in an Operational Review about how well it is working and whether there are any immediate problems. We can organise an optional Post Occupancy Evaluation (POE) to ensure that the entire team learns from this project, so that KCTMO can deliver better, new buildings and improve performance on future projects.



Bryant Street, Chatham

4 Relevant Experience

The following table shows our Client Design Adviser, Independent Certifier and Due Diligence experience in a wide variety of sectors.

Residential Projects	Capital Expenditure
Ashford Housing	£25,000,000
Amicus Horizon Housing Group	£3,000,000
Kirklees Excellent Homes for Life	£80,000,000
Genesis Housing	£8,000,000
Cheshire Housing	£70,000,000
Kent Care Homes	£21,000,000
Shropshire Care Homes	£23,000,000
North Tyneside Older People's Homes	£100,000,000
Camden Care Homes	£21,000,000
Wigan Joint Centre	£45,000,000
HSE Bootle	£57,000,000
Electron Development	£7,700,000
Regeneration Schemes	
Towcester Regeneration – Moat Lane	£25,000,000
The Curve Library Slough	£16,000,000
Education Projects	
Isle of Sheppey Academy	£54,000,000
London Borough of Islington BSF	£70,000,000
London Borough of Southwark BSF	£44,000,000
London Borough of Barking & Dagenham Schools	£47,000,000
Leicester BSF	£75,000,000
London Borough of Lewisham BSF Phase 1,2,3 and 4	£183,000,000

Leisure Projects	Capital Expenditure
Basildon Sporting Village	£50,000,000
Bristol Leisure	£21,000,000
Cherwell Leisure	£35,000,000
Downham Leisure, Lewisham	£25,000,000
Portsmouth Leisure Centre	£25,000,000

5 Team

Our core team for the role will be:

Name	Title	Role
Richmal Hardinge	Associate	Client Design Adviser
Ian Jenkins	Senior Consultant	Assistant to Client Design Adviser

CVs for Richmal and Ian can be found in **Appendix B**



Carlton Mansions

6.0 Fee Proposal

Client Design Advisor Fee

The fees for this role are shown below:

	Monthly Fee (£)	Period (months)	Total Fee (£)
Client Design Advisor role	1,932.66	16	30,922.50
Post Occupancy Evaluation (POE)*			600.00

* Optional POE

Additional Services

In the event that additional services are required to those outlined in this response or the design or construction period extends, the hourly charge out rates will be as set out below:

Role	Hourly fee (£)
Director	95.00
Associate	85.00
Senior Consultant	75.00

Clarifications

Please note the following points of clarification:

- this offer allows 30 days for acceptance
- the fees allows for our attendance at meetings as limited in section 3.2 above;
- our fees are based on the current programme as advised by Philip Booth; no M&E input is required as this is provided by Max Fordham;
- our PI insurance and limit of liability is capped at is £5m;
- if the construction is deferred by Contractor delay we would reserve our position in order to recover reasonable costs;
- all fees include reasonable disbursements;
- all fees exclude VAT;
- it is assumed all data will be supplied in both hard and electronic copies.

This concludes our proposal, which I trust you will find of interest. If there are any issues you wish to clarify or need amending, please let me know.

Once again I would like to thank you for affording us the opportunity of submitting our proposal and now look forward to hearing from you.

Yours sincerely

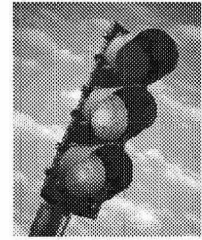


Robert Marr

Director of Infrastructure and Project Management

APPENDICES

Appendix A: Example of a typical Methodology during Construction Phase



1.0 Introduction

The following sets out our approach to the Client Design Advisor Role and is described in the following two distinct project phases:

- Monthly Activities; and
- Completion and Transfer activities.

2.0 Monthly Activities

2.1 Site visits

Generally the site visit will review the Contractors Quality Assurance processes, site management (structure and effectiveness) and observance of health and safety issues (although this is not a primary function). On a monthly basis we would arrange with the site team a suitable day (normally the same day each month) when we would visit site. In advance we would have agreed a schedule of works packages relevant to the contractors programme for that month, and this would form the focus of visit.

The purpose of this visit is two-fold:

- a) to review the Contractors Quality Assurance in relation to that package e.g. for contractor's Inspection and Test Plans for replacement windows, have any sample panels been approved, and have any non-conformances been attended to and resolved; and
- b) to physically inspect a proportion of the works to satisfy ourselves that the requisite quality control measures are in place and the product meets with the specifications.

In addition, where possible we will sign off the works as completed as works proceeds; for example, where work will be subsequently covered or where the Completion Criteria are met. (NB we will only issue a Completion Certificate at handover).

All our personnel receive health and safety training appropriate to our duties. As an organisation we subscribe to the CSCS industry initiative and all our staff carry an appropriate card.

2.2 Monthly Report

We will produce a Monthly Report to an agreed timetable but normally not more than one week in advance of the Monthly Site Progress Meeting. The report will generally contain the following sections:

- Introduction;
- Executive Summary;
- Health & Safety observations;
- Construction Programme Review;
- Review of completion activities;
- Observations/comments from Site Visit;
- Outstanding Actions;
- Variation status; and
- Planning, Building Control and other consents status.

Although not our primary function we would expect to comment on health and safety issues in our capacity as construction professionals.

The report itself is presented using a simple "traffic-light" system.

- Level 3 Red – an issue of major concern, immediate action required

- Level 2 Amber – an issue identified, action required; and
- Level 1 Green – routine reporting, situation satisfactory

In our experience this risk based approach works well and enables issues to be identified easily and in good time.

2.3 Monthly Site Meeting

We would expect to attend a Monthly Site Progress Meeting. At the meeting we would provide an independent assessment of the following:

- the Building Contractors progress;
- Quality Assurance and quality control issues;
- Variations;
- input into technical issues; and
- closure of previous actions points.

2.4 Other Monthly Duties

In addition to all of the above our duties would include:

- offering general advice to the Client on construction related matters e.g. giving opinions in the resolution of disagreements (we would point out however that in event of a Disputes Resolution Procedure we would reserve the right to charge our reasonable costs);
- signing-off completion criteria as work proceeds;
- monitoring consents and other project related obligations;

3.0 Completion and Transfer

3.1 Pre-commissioning Meetings

At least six months prior to construction completion we will stage a pre-handover meeting. This will serve to identify the following issues:

- re-statement of the Building Contractors obligations;
- a common understanding of our role and duties at completion;
- timeframe and notice periods required;
- identification of the Building Contractors commissioning resource and programme;
- identification of the test witnessing required;
- a common understanding of the Completion Requirements; and
- outlining of the snagging process and constraints.

3.2 Count-down Meetings

At a suitable time in the programme we will hold a couple of count-down meetings, prior to completion, with the Building Contractor to check progress and ensure due processes are being maintained.

3.3 Test Witnessing and Test Result Checking

- 100% of all certificates e.g. building control, air test results, will be checked at Completion. M&E inspections will be by Max Fordham

3.4 Completion Activities

Upon completion the following activities will be conducted:

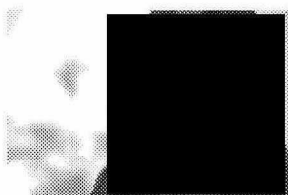
- sign-off of rooms against the Room Data Sheets (RDS). It is assumed that the Building Contractor will provide up to date RDS incorporating all changes (whether Authority or Contractor led) at completion;
- agreement of programme for production of the O&M manuals and input of CDM Co-ordinators information;
- co-ordination of the various snagging inputs from the interested parties i.e. Building Contractor, Authority, Project Manager and ourselves. We would stress that the responsibility for managing the snagging process remains with the Building Contractor;
- taking any representations from the above parties;
- assessment of the work to complete and the Building Contractors proposed snagging programme; and

3.5 **Post-Completion Activity**

As part of our service improvement and on-going service delivery we would propose holding a “Lessons Learnt” workshop with the relevant parties. On other projects these have proved extremely useful exercises and yielding real benefits to the project.

Appendix B – CVs

Curriculum Vitae: Richmal Hardinge



Role on Project
Design Advisor

Qualifications

BA (Hons) Architecture (RIBA Part 1)

Diploma in Architecture (RIBA Part 2)

RIBA Examination in Professional Practice 1993 (Part 3)

Association of Project Managers Professional Exam (APMP)

CSCS registered – professionally qualified person (design)



I am continually impressed with Richmal's in-depth project knowledge and ability to engage with the whole team to close out compliance issues. This ensured that Trinity School for the London Borough of Lewisham handed over on time and without issue. Her success, and the positive reputation and relationships she established at Trinity, is already paying dividends on the next two phases of the programme.

John Coombes
Operations Manager,
Lewisham Schools for the
Future LEP

Richmal's background as a qualified Architect makes her a valuable asset, able to evaluate design integrity and monitor the quality of construction services to ensure compliance with the project requirements.

Relevant skills and experience

Richmal's architectural experience is based largely around the public sector. She has worked client side for a major social housing provider ensuring technical compliance with the design criteria; and as a novated architect ensuring construction compliance with the Authority's Requirements on a major Mental Healthcare provision for Avon & Wiltshire Partnership NHS Trust. Her move into the PFI/PPP sector three years ago has seen her focus on major, high profile public capital expenditure programmes where she is responsible for contract due diligence and scrutinising project delivery to ensure compliance with all necessary British and European standards, output specifications, funder requirements and statutory duties. She is rigorous in her approach and highly valued by our funder and authority clients for protecting their interests on these complex schemes.

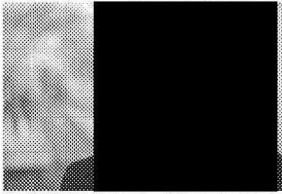
Key activities on this project

- Ensure non-dilution of client essential requirements
- Champion Design Integrity with the construction team to achieve RBKC's aspirations
- Provide compliance monitoring during construction to handover
- Ensure contract obligations are discharged

Relevant experience

Project, Role and Dates	Description	Value
Royal Borough of Kensington and Chelsea Client Design Advisor	Client design advisor for Kensington Academy and Leisure Centre (KALC) project has for the Royal Borough of Kensington & Chelsea	£
Camden Care Homes Independent Certifier	Independent Certifier for Maitland Park, a new 60 bed Care Home and 35 bed Extra Care development in Camden.	£21
Isle of Sheppey Academy Independent Certifier	Major two site Academy project (Minster and Sheerness) under BSF for Kent County Council. New buildings completed in 2013.	£54m
Kent Building Schools for the Future (BSF) Independent Certifier	Independent Certifier for major PFI Design and Build projects for Kent comprising the design, build, funding and partial operation of ten schools under the BSF programme.	£91m
Lewisham BSF Independent Certifier	Phases of 7 PFI and 2 Design and Build schools under the Government's BSF programme for the London Borough of Lewisham.	£150m
Basildon Sporting Village EA/Independent Certifier	Employers Agent and Independent Certifier on The Basildon Sporting Village project. The largest sports facility of its kind in the Thames Gateway with facilities including a 50m, 8 lane swimming pool with spectator seating for 400, 8 court multi-purpose sports hall with retractable seating for 480, gymnastics centre, multipurpose studio, health and fitness suite, changing rooms for athletics and outdoor pitches (football, netball, cricket), climbing wall, six floodlit 5-a-side 3D artificial turf soccer pitches and a grandstand.	£50M
Oldchurch Hospital (225 Key Worker Housing Units) – EA	Employer's Agent for the development of 225 key worker housing units for Swan Housing Association and Countryside Properties.	£30m
Slough Curve Library IC NEC Supervisor	Independent certifier and NEC Supervisor for the new library as part of the new cultural centre.	£

Curriculum Vitae: Ian Jenkins



Ian's background as a Building Services Engineer and Construction Consultant gives him an in-depth appreciation of the quality and compliance issues associated with major construction projects.

He has been working as a consultant for twelve years and in the private finance arena for the past four years as a Technical Adviser and Independent Certifier and is valued by clients for his experience and construction trade knowledge. He has a wide range of experience of advising clients on building services, construction lifecycle, new technologies, infrastructure, utilities and the ICT facility requirements. Ian's experience of the due diligence processes for PPP/PFI contracts, lending banks and construction/facilities management decision making processes brings greater focus and certainty to projects and he can assist in the facilitation of a smooth project handover providing reassurance to building operators and improved environments for building users.

Role on Project

Senior Consultant

Qualifications

BA Business Studies
Degree Module

Electrical BTEC Higher
National Certificate

Electrical BTEC National
Certificate

CRB Enhanced clearance

CSCS Construction Skills
Certification Scheme

Key Skills and Capabilities

- Due diligence, reviewing technical data and collating final reports
- Independent Tester, reviewing the production of quality control documentation, the building fabric, electrical, mechanical and public health, ICT certification and the commissioning process
- Advising architects and clients, as the MEPH consultant on construction projects for all types of construction projects including nursing homes, schools, residential and commercial buildings
- Preparation of full design and performance specifications
- Liaising with clients and stakeholders over the requirements of the project, to inform detailed specifications based on best practices and latest CIBSE/industry building requirements
- Co-ordinating all parties from initial project concept to final commissioning of the installation, including witness testing
- Preparing detailed estimates for major projects and evaluating for objectivity, necessity and cost
- Project managing building works and co-ordinating M&E installations
- Life cycle cost analysis and model production.



Ian, many thanks for your help which we found invaluable, it was a pleasure to work with you again and look forward to working with you and your company again in the near future.

Mike Thomson,
Operations Director,
Costain.
Bradford Phase 1 BSF

Recent Projects

Project	Sector	Description	Value
Northamptonshire Council Moat Lane Towcester	Commercial/ Residential	Employers Agent for new offices for South Northamptonshire Council, alongside new and refurbished commercial and residential properties and associated car parking and landscaping.	£24
Stoke & Staffs Fire M&E	Public	Lead IC and Senior M&E Consultant Service delivery Single point of contact for day-to-day issues for the Authority/SPV M&E and Witness tests Monthly report Compliance & Checking of test results Certification	£22
Camden Care Homes	Health and Care	Independent Certifier for Maitland Park, a new 60 bed Care Home and 35 bed Extra Care development in Camden.	£21M
3 Shires Healthcare	Health	Technical Advisor for the renewal of the South Holland Community Hospital, Leicester Learning Disability Assessment and Treatment Unit, Derby Mental Health NHS Trust HQ and Ilkeston Community Hospital.	£61M
Cherwell Leisure Centres	Leisure	Technical Advisor and project monitoring on a new build sports centre incorporating 25, six lane pool with spectator facilities, teaching pool, four-court sports hall, health and fitness	£45M

		facilities, dance studios, sauna and steam room, martial arts dojo, flood-lit athletics track, indoor athletics 'running tube' suitable for five-a-side-football, landscaping improvements to King Edward VII park and provision of a new play area.	
Lewisham BSF	Education	Technical Adviser, Independent Certifier and due diligence services to nine schools in the London Borough of Lewisham.	£227M
Leicester BSF	Education	Senior Lender's Technical Adviser and Independent Certifier for Phase 1 of Leicester Building Schools for the Future (BSF). The programme comprised the design, construction, maintenance and funding of two PFI schools.	£37M
Slough School	Education	Technical Advisor and Independent Certifier for the Slough Grouped Schools PFI Project which comprised the funding, design, build and operation of three schools in Slough.	£45M
General Motors	Commercial	M & E Consultant for General Motors' Griffin House HQ refurbishment.	£8M
General Motors	Commercial	Project Manager for the refurbishment of General Motors' Luton office.	£3M

Appendix C – QA Certificate



Annexe Appendix

Annexe / Appendix n° 4

N° de certificat / certificate n°

2011/50956.5

ARTELIA INTERNATIONAL

Détail des activités mises en œuvre :
Details of the activities carried out:

CONSULTING, PROJECT MANAGEMENT AND ENGINEERING IN BUILDING CONSTRUCTION,
INDUSTRIAL FACILITIES, WATER, ENERGY, ENVIRONMENT, INFRASTRUCTURES,
TRANSPORTATION, URBAN AND REGIONAL DEVELOPMENT INCLUDING
ALL ASPECTS OF SAFETY, ENVIRONMENT AND SUSTAINABLE DEVELOPMENT.

CONSEIL, MANAGEMENT DE PROJETS ET INGENIERIE DANS LES DOMAINES DU BATIMENT,
DE L'INDUSTRIE, DE L'EAU, DE L'ENERGIE, DE L'ENVIRONNEMENT, DES INFRASTRUCTURES,
DES TRANSPORTS, DE L'AMENAGEMENT DE LA VILLE ET DU TERRITOIRE AVEC LEURS
COMPOSANTES DE SECURITE, D'ENVIRONNEMENT ET DE DEVELOPPEMENT DURABLE.

Liste complémentaire des sites entrant dans le périmètre de la certification :
Complementary list of locations within the certification scope:

ARTELIA UK filiale d'ARTELIA INTERNATIONAL :
26-28 Hammersmith Grove W6 7HA GB LONDON – ROYAUME UNI
Prospect House 32 Sovereign Street LS1 4BJ GB LEEDS – ROYAUME UNI
High Holborn House 52-54 High Holborn WC1V 6RL GB LONDON – ROYAUME UNI
Tubs Hill House London Road TN13 1BL GB SEVENOAKS KENT – ROYAUME UNI

Système de management évalué et jugé conforme aux exigences requises par :
Management system assessed and found to meet the requirements of:

ISO 9001 : 2008

Directrice Générale d'AFNOR Certification
Managing Director of AFNOR Certification

F. MEAUX

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