The Services

The project stages described below are intended for general guidance only. The actual sequence and timing of activities will be as required to meet the needs of the Project and as directed by the Employer.

1. **SERVICES TO BE PROVIDED AT ALL STAGES OF THE PROJECT**
   1. **Principal Role**
      1. Generally provide all services which would reasonably be expected of a firm of employer’s agents in relation to a project of the same nature, size, scope and complexity as the Project.
      2. The Consultant shall provide cost planning, cost management, contract and procurement advice and cost control throughout the duration of the Project.
      3. The Consultant shall assist the Employer and the employer’s agent / project manager in actively managing the design development of the Project to meet the Employer’s budget. This will include advising the design team on areas where the emerging design exceeds the agreed cost parameters during the design process to ensure at the end of each design stage the design reflects the Employers agreed budget.
      4. The Consultant is required throughout the duration of the Project in conjunction with any Contractor and other consultants to consider and develop alternative design, specification proposals and material solutions, that add value, or achieve a prime cost saving.
      5. The Consultant is required in all cases to work with the project team to ensure that no material cost movement arises due to design development which is not subject to the change management process.
      6. The risk management process will be undertaken by the employer’s agent / project manager who will be responsible for ensuring actions are managed. The Consultant will assist the Employer and the other consultants in managing the risks by reviewing the risk register on a regular basis to reduce and/or mitigate the risks wherever possible.
      7. Lead in value management/engineering exercises as the design develops in order to optimise the balance of capital/life cycle/costs in use. Prepare, compile and manage the Project’s value engineering and value management schedule(s) with input from the other consultants.
      8. The Consultant shall:
         1. gather all information necessary to perform the services and other obligations assumed by it, and take due account of such information, including:
            1. information as to the nature, location and condition of the Site (including any existing assets and utilities located on the Site);
            2. information relating to the obligations to be performed by the other consultants
            3. information in regard to the existing structure, fabric and services of any existing buildings or structures that form part of the Project.
      9. In the event that the Employer becomes involved in any dispute with any third party relating to the Project, the Consultant shall provide such information and advice as is reasonably required to support the Employer and/or any Contractor. The advice will be limited to cost management and contractual advice to enable the Employer to reach a view in relation to the dispute but will not extend to advice in support of legal proceedings (adjudication, arbitration or other legal procedure). Such advice can be provided but will be subject to a separate fee agreement.
      10. The Consultant will notify the Employer forthwith in writing as soon as the Consultant has become aware of any matter arising out of the performance of the services or change or potential change in the legal requirements and or codes of practice which may affect the interest of the Employer or any Contractor regarding the Project
      11. The Consultant shall not do anything that may have a material effect upon the cost plan and or programme without first obtaining the Employer’s prior written approval.
      12. The Consultant shall ensure that all data is produced, developed, reviewed, refined, approved, released and circulated in accordance with agreed programmes and any updates and/or revisions agreed thereto between the Consultant, the Employer and the other consultants.
      13. The Consultant shall keep the Employer fully, properly and promptly appraised in writing of any and all programme slippages which become apparent during the performance of their services and/or anticipated programme slippages and the likely consequences thereof together with the Consultant’s proposals for recovery.
      14. The Consultant, in liaison with the other consultants, shall be responsible for coordinating, producing and implementing the deliverables as set out within these services.
      15. Agree with the Employer the procurement route for the Project.
      16. The Consultant shall, in conjunction with information provided by the project team, compile the technical documents forming part of the Building Contract(s) and confirm to the Employer that they accord with the approved cost plan.
      17. The Consultant shall prepare the cost management information agreed as required for the procurement route and include this is an agreed format in the technical documents forming part of the Building Contract(s).
      18. Actively participate in the agreed procurement route. Review each contractor’s proposals and in conjunction with the project team advise the Employer whether each contractor’s proposals are in accordance with the Employer’s requirements and confirm the Consultant’s agreement that the proposals reflect a fair market price for the Project.
      19. Advise the Employer on appropriate allowances to be made for inflation during the pre-contract stages.
      20. The Consultant shall assist the Employer and other consultants in the preparation of contract documentation.
   2. **Employer Interface**
      1. Attend meetings called by the Employer to progress any aspect of the commission.
      2. Provide information as requested by the Employer to the Employer and/or their appointed stakeholders.
      3. Initiate and maintain liaison in order that the Employer is kept fully informed on the progress of the commission.
      4. Progress the cost planning information in sufficient detail to obtain the appropriate approvals in accordance with the client’s approvals processes.
   3. **Participants**
      1. Advise on the need for and scope of services of other consultants that may be required.
      2. Be aware of the work which other participants are carrying out and advise on any apparent errors and omissions.
   4. **Processes**
      1. Implement and adhere to the requirements of any change control procedures developed for the Project.
      2. Execute services in accordance with agreed project programmes.
      3. Participate in preparation of a register of risks formulating and reviewing strategies for minimising the same.
      4. Participate in preparation and updating of overall project programmes showing all significant activities and events.
      5. Obtain information on and become familiar with any Employer procedures and standards applicable to this commission and adhere to these in carrying out any services.
2. **RIBA STAGE 4 – TECHNICAL DESIGN & TENDER**
   1. **Design and Documentation**
      1. Provide costing information and other material for preparation of a detailed design report.
      2. Advise on the form and content of the technical documents forming part of the Building Contract(s), contract sum analysis and contractor’s proposals.
      3. Monitor and advise on the adequacy of design information produced for tender.
   2. **Cost Planning and Control**
      1. Provide cost information to and analyse the design proposals of other participants.
      2. Prepare cost estimates of the design as it develops (detailed analysis of life cycle costings will be subject to a pre-agreed additional fee).
      3. Undertake regular fully evaluated cost checks and advise where the developing design is likely to exceed elemental allowances and on achieving value for money.
      4. Develop and maintain a cash flow forecast.
      5. Prepare comprehensive financial statements on a monthly basis.
   3. **Procurement**
      1. In conjunction with the other consultants prepare an invitation for tender in respect of the Building Contract to be sent to tenderers, appraise and make recommendations on tenders, attend interviews with tenderers and negotiate the form of the finally accepted tender (tender process to be agreed).
      2. Propose and agree contract preliminaries.
      3. Prepare all necessary Building Contract documentation (including the Employer's Requirements) and arrange for execution liaising with the Employer's lawyers as appropriate. Check that all necessary insurances, bonds, guarantees and warranties are in place prior to granting the Contractor possession of the Site, unless otherwise agreed with the Employer.
      4. Receive information from other consultants, prepare, print, collate and bind the technical document forming part of the Building Contract(s) and forward to tenderers in compliance with current Employer procurement procedures.
      5. Participate in advising the employer of tender process to be utilised & if required prepared. A list of tenderers and participate in prequalification/1st stage tender interviews if required.
      6. Participate in preparing the conditions of contract and preliminaries.
      7. Participate in mid bid interviews.
      8. Participate in reviewing and reporting on tenderers’ cost and design proposals, programmes and method statements and advise on acceptability.
      9. Participate in negotiating with selected tenderers.
      10. Analyse tenders received and in conjunction with the project team advise the Employer on their compliance with the technical documents forming part of the Building Contract(s) and the agreed budget.
      11. Recommend to the Employer the contractor representing the preferred selection for the Project on the basis of the cost proposals received.
      12. Liaise with the other consultants and prepare a co-ordinated tender report with recommendations.
      13. In conjunction with the project team identify any errors, omissions or deviations in the technical documents forming part of the Building Contract(s) and advise each contractor and Employer of the same.
      14. Agree the final form of the technical documents forming part of the Building Contract(s) with each contractor and Employer.
      15. Advise the Employer on the strategy for managing the expenditure of provisional sums within the Building Contract.
      16. Agree and document with each contractor the provisional sums within the Building Contract(s) with an agreed methodology for how these costs will be agreed. In conjunction with the project team agree a programme with each contractor demonstrating the dates on which they will issue their proposals for the provisional sums and dates on which they will require instruction.
      17. Assist in preparation of the contract documents, warranties, bonds and licenses and assist formal execution by the appropriate parties.
3. **RIBA STAGE 5 – CONSTRUCTION AND RIBA STAGE 6 HANDOVER AND CLOSE OUT**
   1. **Cost Planning and Control**
      1. Identify all costs associated with design changes, contract awards, construction activities and Employer changes.
      2. Prepare financial reports for the Employer in the form and at the frequency (monthly) required.
      3. Verify any claims for extensions of time or additional payments made by the Contractor under the Building Contract and advise the Employer as to their anticipated impact upon the Project programme and Project cost plan.
   2. **Contract Administration**
      1. Adhere to the contract change control procedures.
      2. In conjunction with the project team evaluate claims from any contractor for additional time and expense arising from the Building Contract(s) and advise the Employer of the sums proposed. If valid, negotiate with the relevant Contractor to achieve best value for the Employer.
      3. Evaluate costs proposed for Employer changes and advise the Employer whether the sums proposed have been calculated in accordance with the relevant Building Contract and should be accepted. Negotiate with the relevant Contractor to achieve best value for the Employer.
      4. Manage the process of agreeing the cost of provisional sum expenditure in accordance with the agreed programme and methodology. Negotiate with each Contractor to achieve best value for the Employer.
      5. Undertake ‘on-site valuations with each Contractor on the frequency required under the relevant Building Contract. Review and advise whether payment applications made by any contractor are in accordance with the relevant Building Contract, contract sum analysis and the valuation. Confirm to the Employer that the works for payment are in accordance with the contract documents. Provide valuation certificates confirming such payment is authorised.
      6. Assist the Employer in settling any disputes or differences relating to the Project which may arise between the Employer and any Contractor - such assistance shall not extend to advising the Employer following the taking of any steps in or towards arbitration, adjudication or litigation in connection with the Project.
      7. Prepare and agree final accounts and obtain Employer approval.
      8. Advise on the certification of the cost of works to any funder (if appropriate) on completion of the works in accordance with any contract requirements (detailed analysis will be subject to pre-agreed additional fees).
      9. Carry out all the duties, and functions of the "Employer's Agent" under the Building Contract, including the receiving or issuing of applications, consents, instructions, notices, certificates, requests, statements or otherwise acting for the Employer under the Building Contract. Such duties and functions to include, without prejudice to the generality of the foregoing, the following:
         1. the issue of such instructions to the Contractor as may be necessary under the Building Contract;
         2. on receipt of any application for Interim Payment (as defined in the Building Contract) from the Contractor, investigation and verification of the same and authorisation of payment as necessary;
         3. advising the Employer on notices of payment and on any notices for withholding payment required which the employer is required to or may issue under the Building Contract and the timing of any such notices;
         4. making of any necessary extensions of time and/or recommendations for payment of direct loss and/or expense under the Building Contract;
         5. the maintenance of a comprehensive record of all matters concerned with the administration of the Building Contract;
         6. as appropriate, instruct the carrying out of tests, taking of samples and/or opening up of completed work to check that the Works are being carried out in accordance with the standards required by the agreed specifications
      10. Carry out any duties and functions ascribed to the Consultant and/or the "Employer's Agent/ Employer's Representative" in the Third Party Agreements (including, (but without limitation) in any agreements for lease, liaising with the representatives of the tenants mentioned therein accordingly). Note only those agreements which the Employer has provided in final form to the Consultant.
      11. Deal with settlement of the final account under the Building Contract and, in conjunction with the other consultants, recommend the negotiated account to the Employer for agreement. Extent limited to a maximum of 2 months involvement post PC thereafter time charged on the agreed rates.