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Employer’s Agent Services

For use with the RICS Standard or the RICS Short Forms of Consultant’s Appointment

Additional notes:

• These Services should be completed by inserting a ‘tick’ in the box next to the Service to be provided. For further information please refer to the RICS Standard Form or RICS Short Form of Consultant’s Appointment explanatory notes.
• All other Services that are not ticked shall be deemed to be Additional Services under the terms of this Appointment.
• Any bespoke Additional Services agreed between the Client and the Consultant should be inserted in Section 6.
• A schedule of ‘typical’ meetings is included with these Services in Appendix A. Completion of this schedule is also recommended.
• The role of employer’s agent has been based upon that required under the JCT Design and Build contract, i.e. the role commences at the award of the construction contract. For pre-contract and all other Services the RICS Project Manager Services should be used.

Core services

1 General

1.1 Attend Client, Project, design, construction and other meetings as provided under this Appointment.

1.2 Set up a structure and procedure for design and construction meetings including frequency, function, required attendees, chairperson and responsibility for recording of meetings and circulating reports, and other information.

1.3 Convene and chair all principal Project meetings.

1.4 Liaise with the Professional Team and contractors to prepare regular/monthly quality, progress and cost reports. Advise the Client of any decisions required and obtain necessary authorisation to progress.

1.5 Set up and implement change control procedures, addressing Project, design and construction change.

1.6 Adopt, review and maintain the Project risk register including reviewing at regular intervals and reporting to the Client.

1.7 Liaise with the Professional Team and set up a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client’s approval.

1.8 Comply with the Construction (Design and Management) Regulations 2015 (CDM 2015) insofar as they relate to this Appointment.

2 Construction

2.1 Obtain confirmation that required insurances are in place before the commencement of works on the Site.

2.2 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.

2.3 Administer the terms of the Building Contract including the preparation and issue of all required notices, certificates, instructions and the like.

2.4 Agree approvals required from the Professional Team under the Building Contract.

2.5 Obtain authorisation from the Client for additional costs where the Consultant’s limit of authority is exceeded.

2.6 Undertake regular Site inspections. Obtain progress and quality reports from Site staff representing the Client, the Professional Team and the Contractor.

2.7 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.

2.8 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 each.

2.9 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 each. Set up review, approval, variation and reporting procedures.

2.10 Prepare a snagging list in conjunction with the Professional Team and Contractor.

2.11 Manage the defects completion process.

2.12 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.

2.13 Advise on the recovery of liquidated damages.

2.14 Advise on Client liability regarding any claims from the Contractor (preliminary advice only).
3 General

3.1 Provide services for the Client’s and/or any third party’s organisational move to new premises.

3.2 Provide services for the Client’s and/or any third party’s fit-out or direct works contracts.

3.3 Provide services in connection with insurance claims.

3.4 Facilitate, set up and manage an electronic document management system.

3.5 Facilitate, set up and manage value engineering exercises.

3.6 Facilitate, set up and manage a ‘lessons learned’ or other workshops.

3.7 Act as the Client’s partnering adviser.

3.8 Provide specialist procedural advice to comply with EU Regulations and/or other legislation.

4 Financial

4.1 Obtain life cycle cost studies and estimates of annual running costs.

4.2 Carry out off-site inspections of subcontractor’s and supplier’s premises.

5 Contractual

5.1 Advise on the Contractor’s entitlement to extensions of time. Analyse and report on the Contractor’s application(s) for extensions of time.

5.2 Advise on the Contractor’s entitlement to loss and expense, and/or analyse and report on the Contractor’s loss and expense claim(s) up to the point at which a formal dispute is established.

5.3 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.

5.4 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.

5.5 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.

6 Bespoke Additional Services

6.1 Enter or attach bespoke Additional Services agreed with the Client.
## Appendix: 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) meetings

**Name of meeting:** ______________________

**Attendance:**
- Partner [ ]
- Director [ ]
- Associate [ ]
- Project surveyor [ ]
- Other [ ] (please specify) ____________________________

( Specify required attendees) ______________________

**Frequency:**
- Daily [ ]
- Weekly [ ]
- Monthly [ ]
- Quarterly [ ]
- No attendance required [ ]
- Other [ ]

Please specify requirements: ________________________________________________
Confidence through professional standards

RICS promotes and enforces the highest professional qualifications and standards in the valuation, development and management of land, real estate, construction and infrastructure. Our name promises the consistent delivery of standards – bringing confidence to markets and effecting positive change in the built and natural environments.

Americas

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