



SCOPE OF SERVICES

Employer's Agent Services

Scotland
May 2022



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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 7.
- 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 SBCC Design and Build contract, i.e. the role commences at the award of the construction contract. For pre-contract and all other Services the 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 the Contractor 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, etc.
- 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 and manage 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).

Supplementary services

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 fitting-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 Building information modelling (BIM)

- 6.1 Prepare the Client's EIR and describe the Client's BIM requirements for the Project. Prepare recommendations for the Client's approval and secure the confirmed Client's EIR.
- 6.2 Facilitate the preparation of the BIM Protocol.
- 6.3 Facilitate execution of the BIM Protocol by all relevant parties prior to their participation in the Project.
- 6.4 Establish a common data environment.
- 6.5 Act as the BIM manager with responsibility for managing the BIM models produced during the life of the Project and include:
 - 6.5.1 Manage stakeholder engagement in relation to BIM.
 - 6.5.2 Prepare the EIR.
 - 6.5.3 Prepare the BIM execution plan.
 - 6.5.4 Prepare the information delivery plan.
 - 6.5.5 Facilitate the preparation of the BIM asset information model.
- 6.6 Prepare and implement a BIM collaboration framework.

7 Bespoke Additional Services

- 7.1 Enter or attach bespoke Additional Services agreed with the Client.

Appendix A: 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

Attendance: Partner Director Associate Project surveyor
Other (please specify) _____

Frequency: Daily Weekly Monthly Quarterly
No attendance required Other

Please specify requirements: _____

Appendix B: Glossary of terms

BIM	Building information modelling.
BIM Protocol	Written procedural method for the implementation of BIM on the Project.
COBie	Construction Operations Building information exchange.
EIR	Employer's Information Requirements. A document setting out the information to be delivered by consultants/suppliers as part of the Project delivery process to the Client.

The following additional definitions shall apply where the RICS Short Form of Consultant's Appointment is used:

Building Contract	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.
Contractor	The contractor or contractors that the Client appoints under the Building Contract.
Site	The site on which the Project is being undertaken.

Delivering confidence

We are RICS. Everything we do is designed to effect positive change in the built and natural environments. Through our respected global standards, leading professional progression and our trusted data and insight, we promote and enforce the highest professional standards in the development and management of land, real estate, construction and infrastructure. Our work with others provides a foundation for confident markets, pioneers better places to live and work and is a force for positive social impact.

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