

NOTE: This is a Helical Standard Appointment marked up by Hoare Lea for a Carbon Consultant.

Carbon Consultant

Schedule of Services

Notes on Completion:

Sections that apply to Design and Build contracts are highlighted in blue text and should be removed if not required.

The scope of the Project to which your service shall be provided shall include all works on the site including the survey and inspection of the existing structures on the Site and the services and utilities thereto; the demolition of existing structures and diversion or removal of services on the site; the stopping up and closure of highways and footways; on or adjacent to the site as necessary to facilitate the Project together with temporary or permanent replacement highways and footways, the requirements of any Section 106 and Section 278 Agreements settled in connection with the granting of planning permission and listed building consent on the site and altogether with the construction of [add project description here].

NOTE: Carbon Consultant to remain Client side throughout.

**Part 1
The Basic Services**

The Architect will act as Design Leader as described in RIBA Standard and Form of Agreement SFA/99 and will be responsible for liaising with and co-ordinating the activities of the Project Team (together with the Contractor and any sub-contractors) in all design-related matters.

The Consultant is to assist the Architect in the discharge of these duties.

General

- G1 The Consultant shall attend meetings and make presentations on Carbon issues as required throughout the period of the Project.
- G2 The Consultant shall organise and run a workshop at the commencement of each stage of the Project. The purposes of such workshops shall include:
 - Workshop 1 - To set the vision and objectives for the Project with all stakeholders (including the GLA, Local Authority, major tenants and relevant **ARTO -?**).
 - Workshop 2 - To review peers and the list of initiatives / targets, agree relevant targets and set key performance indicators (KPIs), all of which will form the basis for the Carbon implementation plan (CIP).
 - All other workshops - To ensure that the Client, the Other Consultants and, as appropriate, the Contractor, sub-contractors and third parties understand the CIP and their role in its delivery.
- G3 Before the appointment of the Contractor the Consultant shall be responsible for the production of the CIP and of such outline design drawings and descriptions as may be necessary to obtain competitive quotations from the Contractor and sub-contractors. The Consultant shall manage and maintain the CIP and shall update and evolve the CIP in accordance with design changes.
- G4 The Consultant shall ensure that the CIP properly covers (inter alia) the following:
 - Outlines the approach and targets for Embodied Carbon assessment for the scheme.

- Outlines the approach and targets for operational carbon including energy targets.
 - Outlines the approach and target for Whole Life Carbon assessment for the scheme.
- G5 The Client has the right to use the CIP and any associated design produced by the Consultant.
- G6 The Consultant shall collaborate and consult with the Other Consultants on carbon issues and shall advise the Other Consultants on all matters affecting the CIP, including the implementation of the CIP by the Contractor and the arrangement of the Works.
- G8 The Consultant shall review the Project throughout against selected Sustainability rating tools (such as BREEAM, CSH, LEED ND), identifying credits available and shall continue to monitor ratings against the design from feasibility through to construction.
- G11 The Consultant shall consult with all local, statutory and other authorities with regard to all matters affecting or in connection with carbon.
- G12 The Consultant shall provide the Client and the Quantity Surveyor with all relevant information and detail to enable budget estimates to be prepared of the cost of revisions or modifications to designs, and for additional designs, relating to carbon.
- G13 The Consultant shall provide copies of all information in its possession to the Client and shall provide copies of all such information as is reasonably required by the Other Consultants, by the Contractor or by any third party who has or who acquires an interest in the Project to such Other Consultants, the Contractor or such third parties (as appropriate).
- G14 The Consultant shall identify and advise upon possible cost savings relating to carbon.
- G16 The Consultant shall provide the Client and the Quantity Surveyor with such advice and assistance as is required to enable the Quantity Surveyor to calculate interim valuations, and to agree variations to the Works, in respect of all engineering services relating to carbon.

Without prejudice to the above general Services, the Consultant shall perform or provide the specific Services listed below. Notwithstanding that the specific Services listed below are divided into stages, the Consultant shall also perform or provide such specific Services during other stages as may be necessary or appropriate or as the Client may direct.

PRE-ACQUISITION

- PA1 Review the brief and instructions from the Client and develop a carbon brief for the project.
- PA2 Visit the Site, study data and information relating to the Project and relevant to the Works which are reasonably accessible to the Consultant, and consider reports relating to the Works which have been prepared by others and made available to the Consultant by the Client.
- PA3 Review the existing buildings and land use to determine current low carbon value.
- PA4 Complete pre-acquisition checklist issued by the Client from the sustainability framework.
- PA5 PA6 Review and comment on the planning and legislative requirements associated with the Site relating to carbon.

- PA7 Complete a desktop study of opportunities and impacts relating to carbon.
- PA8 Provide commentary on climate change impacts and what adaptation / flexibility would be required for the Projects Carbon Future.
- PA9 Review the environmental impact assessment and provide commentary relating to the overall corporate Carbon strategy.

Feasibility

- F1 Attend meetings and delivery presentations as required.
- F2 Collaborate with the Other Consultants in seeking from the Client any further information needed so that they can perform their services under their agreements with the Client.
- F3 Collaborate with the Other Consultants in making initial recommendations to the Client on the carbon impact of the Works F4 F5 Comment to the Client on any physical Site opportunity which may affect the options for the Works.
- F6 Consult any local or other authorities about matters of principle in connection with the design of the Works.
- F7 Review Client, national, local and institutional policies relating to carbon and consider opportunities for the proposed development.
- F8 Host 'vision workshop' to identify carbon vision and primary objectives for the development.
- F9 Work with the client team to identify the key themes and principles that will succinctly define the vision and eventual carbon strategy and charter for the project.
- F10 Review successful precedent developments with regards to each of the ten steps to zero focus areas – UK and international.
- F11 Advise on Carbon Scope of Services for design team procurement.
- F12 Consider and review applicable carbon and energy benchmarking and assessment methods for the proposed development, e.g. Design for Performance.
- F13 Host discipline specific workshops with each of the design team to explore the opportunities for the development.
- F14 Work with the Client team and wider project delivery team to determine the pertinent objectives, KPIs and targets that will form the focus of the Carbon Charter.
- F15 Using the ten steps review and consider objectives and targets benchmarked on a national and international level (including planning policies, industry standards, GRESB drivers, etc.) as applicable to the project.
- F16 Work with the project team to identify opportunities, solutions and strategies that will enable the objectives of the charter to be achieved.
- F17 Review the Stage 1 design against the vision and charter and document.
- F18 Consider and review requirements for Post Occupancy Evaluation (POE) based on industry standards; e.g. BSRIA Soft Landings Framework, BREEAM and The WELL Building Standard.
- F19 Develop a Carbon Dashboard based on the agreed Carbon Charter.
- F20 Host follow up workshop with the project team to present/review the proposed CIP.

F21 Host workshop on Post Occupancy strategy for the scheme, document and monitor.

Masterplanning

- M1 Define what carbon means to the Project through a workshop or workshops with all key stakeholders (GLA, Local Authority major tenants, NGO's, local action groups, etc), and co-ordinate and produce therefrom a vision statement and statement of objectives for the Project's carbon approach.
- M2 Develop the Client's brief into a full (CIP) for the Works in consultation with the Client and the Other Consultants. Such CIP shall describe the Client's requirements in respect of carbon, and both the Client and the Consultant shall work to the CIP.
- M3 Benchmark the Project against other similar projects and relevant carbon rating tools
- M4 Identify target for the Project.
- M5 Establish goals and targets for, but not limited to:
 - Energy
 - Embodied Carbon
 - Whole Life Carbon
- M6 Attend design meetings and presentations as necessary.
- M7 Develop a list of initiatives for review by the design team.
- M8 Using all above information, develop a (CIP) for review and approval by Client before proceeding to next stage.
- M9 Provide sufficient preliminary information in relation to the Works in the form of advice, sketches, reports or outline specifications to enable the Other Consultants (and in particular the consultant with lead design responsibility) to prepare outline proposals, and assist in the preparation of the outline cost plan.

Concept Design

- C1 Attend regular design meetings and deliver presentations as required.
- C2 Hold a carbon workshop with the design team to review vision objectives, and then set targets and stretch targets, identifying boundaries and KPIs. Develop a full list of options and initiatives (each initiative to be described in detail, to show costs (capital, opex and LCA), benefits (CO₂ or Ys) and BREEAM impact, and to be accompanied by a reasoned recommendation), and present this to the Client to evaluate.
- C3 Hold regular carbon meetings with the design team to review progress against targets as the design develops.
- C4 Review the thermal performance standards for the facades and roofs of buildings with the Other Consultants and the Contractor. Review the general considerations affecting the selection of energy sources and their relevance to the CIP targets.
- C5 Review and ensure whole of life carbon assessment has been completed.
- C6 Collaborate with the Other Consultants to prepare the final concept proposals for presentation to the Client, drawing attention to any significant differences from the previously agreed requirements for the Works.
- C7 Provide briefs for where building modelling and analysis may be required by others to investigate carbon initiatives.

- C8 Provide comment on any modelling undertaken.
- C9 Provide comment on energy, strategies.
- C10 Host Construction Stage development workshops/meetings to review the Carbon Strategy.
- C11 Chair **quarterly** Carbon Steering Group meetings up to completion.
- C12 Update the 'Construction Stage Dashboard' and report progress against the 'commitments'.
- C13 Produce quarterly update reports to inform project progress meetings.
- C14 Undertake periodic Carbon review meetings with Main Contractor and Client team to monitor progress in relation to the CIP objectives.
- C15 Host design development workshops/meetings to review the carbon & energy strategy and Value Engineering (VE) options (if applicable).
- C16 Update the 'Design Development Dashboard' at each RIBA Stage and report to the client and design team progress against the vision and charter.
- C17 Post-planning, carry out a review of relevant planning conditions and section106 (s106) obligations applicable to the proposed development and any impact on the Carbon and Energy Strategy.
- C18 Comment on the draft conditions and obligations.
- C19 Review specific reports (as required) in bid to discharge applicable conditions and obligations related to carbon & energy.
- C20 Update carbon strategy (if required).
- C21 Attend additional/follow up meetings to review updated carbon strategy and planning conditions (if applicable).
- C22 Host workshop on Post Occupancy strategy for the scheme, document and monitor.

Detailed Design

- DD1 Assist the Other Consultants to assemble the tender documentation and to issue it to persons or firms selected to tender.
- DD3 Assist the Other Consultants in advising the Client as to the relative merits of tenders, prices and estimates received for the execution of all or any part of the Works.
- DD4 Host design development workshops/meetings to review the carbon & energy strategy and Value Engineering (VE) options (if applicable).
- DD5 Update the 'Design Development Dashboard' at each RIBA Stage and report to the client and design team progress against the vision and charter.
- DD6 Host workshop on Post Occupancy strategy for the scheme, document and monitor.

Construction

- C01 Advise the Client and the Other Consultants on the finalisation of formal contract documents relating to accepted tenders for carrying out the Works or any part thereof. The Consultant shall not accept any tender in respect of the Works.
- C02 Examine installation drawings, shop drawings and materials schedules submitted by the Contractor for the Works or any part thereof in respect of the design intent and compliance with the CIP criteria.

- C04 Attend relevant Site meetings and make other periodic visits to the Site, as appropriate to the stage of construction or as otherwise directed by the Client, to assist the Other Consultants to monitor that, as regards carbon issues, the Works are being executed generally in accordance with the contract documents and the CIP. The number of periodic visits by the Consultant shall otherwise be as agreed between the Client and the Consultant.

Part 2

General Services

The Services to be performed by the Consultant under and in accordance with this Agreement from time to time as may be necessary or as may be required by the Client including inter alia the following:

- 1 Printing, reproducing or purchasing all documents, drawings, maps, models, photographs and other records necessary for the proper performance of the Services.
- 2 Production of presentation models, animations and specialist high resolution CAD images by others.
- 3 Providing information to the other members of the Project Team from time to time as may be necessary to enable them to carry out their respective duties.
- 4 Co-operating with the contractor(s) during the pre-construction period to enable such contractor(s) to perform their pre-construction period services.
- 5 Carry out any necessary research for the Project including special constructional techniques and prototypes necessary for the proper performance of the services.
- 6 Produce monthly reports as required by the Client in respect of matters arising during the carrying out of the services suitable for circulation to any funder and any other interested third party; table such reports at the same monthly meetings if requested by the Client; explain such reports at the same monthly meetings; provide copy of such reports to the Project Manager.
- 7 Consider proper representations of any tenant made at project or site meetings.
- 8 [Provide a monthly statement of conformity in the form annexed hereto.](#)
- 9 Accompany the Client, any funder and their professional advisors on their inspections of the Project.
- 10 Give the Client reasonable prior notice of and invitation to attend all relevant meetings called by the Consultant in relation to the Project. Attending as necessary or as required by the Client meetings called by the Client in relation to the Project.
- 11 Keeping full and proper records of all meetings and negotiations chaired and conducted by the Consultant making the same available for inspection by the Client forthwith on request.
- 12 [Review throughout the Project that the Contractor's Proposals submitted comply with the Employer's Requirements for the Project and the drawings and specifications produced by the Consultant; report to the Client; provide copy to the Project Manager, advise the Contractor.](#)

- 13 Participate in an agreed project change control procedure and maintain the Consultant's Design Change Register and make available on request to the Client; provide copy to the Project Manager.
- 14 Provide advice and assistance for the purposes of assessing and implementing any changes to the design of the Project required by the Client.
- 15 Provide advice and assistance to the Client to conduct negotiations for approvals, waivers, or relations under building acts or regulations or in respect of other statutory requirements in respect of the Consultant's designs and specifications.
- 16 Review clearance of planning and building regulations conditions; keep copies of all correspondence with the local authority planning and building control department and planning and building regulation consents and evidence of the discharge of planning and building regulation conditions and make available on request to the Client; provide copy to the Project Manager.
- 17 Provide information to the Client and Cost Consultant for carrying out life cycle costing and value management exercises.
- 18 Co-ordinate the designs with the acoustic and fire engineering advice and specifications produced by the Project Team.
- 19 Recommend surveys and investigations to be carried out by others; obtain quotations; give instructions on behalf of the Client for the same; provide information to allow such surveys and investigations to be undertaken; review and comment of the findings of such surveys and investigations and integrate and coordinate with the Consultants designs as appropriate.
- 20 Provide information and advice on any tenant's base build requirements and assist the Client and other Consultant's for the Project to prepare cost and programme estimates in respect of the same and on Client's instructions integrate and co-ordinate such designs with the base building works and produce architectural information in relation thereto.
- 21 Providing such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against any Contractor or any sub-contractor.
- 22 Providing such assistance as the Client may reasonably require in defending any claim made against him by any Contractor or any sub-contractor.
- 23 Provide such reasonable assistance to the Client as he may require in pursuing each and every remedy which the Client may have against any third party in connection with the Project.
- 24 Consider proper representations of any purchaser or occupier or fund made at project or site meetings.
- 25 Providing (in the format required by the Client) detailed monthly Project reports and monthly confidential Client reports and other reports on specific matters at times as required by the Client.
- 26 Copying to the Client all relevant correspondence from or to the Consultant and keep the Client advised of all relevant communication between the Consultant and all other parties relating to the Project.

- 27 Utilise a computer aided design system and provide electronic information in accordance with any electronic document control/information exchange system implemented by the Client, Project Team and/or Contractor.
- 28 Participate in a post project audit with other members of the Project Team, including any consultation necessary during the Defects Liability Period.
- 29 Ensure that the designs produced by the Consultant comply with the Health and Safety at Work Act 1974 and any instruments, regulations and orders made thereunder, any local authority requirements (including those relating to permitted hours of working) and the Control of Pollution Act 1974.
- 30 Carry out risk assessments as appropriate and provide the CDM Co-ordinator with all necessary information and advice in relation to any health and safety risks arising out of the Consultant's design for incorporation in the outline health and safety plan for the Project to be included within the Building Contract tender documents.
- 31 Attend, participate and contribute towards Value Engineering Workshops as required and carry-out resulting actions.
- 32 Attend, participate and contribute towards Risk Workshops as required and carry-out resulting actions.
- 33 Provide designs in accordance with the requirements of the sustainability framework developed for the Project by the Client and Sustainability Consultant.
- 34 From project inception onwards and in conjunction with the Environmental Engineer, develop the design to take account of sustainability and environmental issues to achieve the required BREEAM rating.
- 35 Performing such other duties as may reasonably be required by the Client.