

Quantity surveyor services

For use with the RICS Standard form of consultant's appointment
and RICS Short form of consultant's appointment



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**For use with the RICS Standard Form of Consultant's Appointment
and the RICS Short Form of Consultant's Appointment**



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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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Notes:

- 1 This Appointment is not suitable for use for expert witness appointments.
- 2 This Schedule should be completed by inserting a 'tick' within the box adjacent to the service to be provided. For further information please refer to the Explanatory Notes.
- 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 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 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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