



SCOPE OF SERVICES

Contract Administration Services

Scotland
May 2022



Contract Administration Services

Scotland

May 2022



Published by the Royal Institution of Chartered Surveyors (RICS)

Parliament Square

London

SW1P 3AD

www.rics.org

No responsibility for loss or damage caused to any person acting or refraining from action as a result of the material included in this publication can be accepted by the authors or RICS.

© Royal Institution of Chartered Surveyors (RICS) May 2022. Copyright in all or part of this publication rests with RICS. Save where and to the extent expressly permitted within this document, no part of this work may be reproduced or used in any form or by any means including graphic, electronic, or mechanical, including photocopying, recording, taping or web distribution, without the written permission of RICS or in line with the rules of an existing licence.

Contents

Contract Administration Services	1
1 General	1
2 Commencement	1
3 Statutory compliance	1
4 Programme.....	2
5 Construction phase	2
6 Contract variations/certifications	2
7 Practical completion.....	2
8 Additional Services	2
9 Bespoke Additional Services	3
Appendix A: Schedule of meetings to be attended by the Consultant	4
Appendix B: Glossary of terms	6

Contract Administration Services

For use with the RICS Standard or 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 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 9.
- A schedule of 'typical' meetings is included with these Services in the Appendix. Completion of this schedule is also recommended.
- Refer to the current edition of the RICS guidance note *Contract administration*.

1 General

- 1.1 Attend Client, design, Project, Site and other meetings as provided under this Appointment.
- 1.2 Convene and chair all principal Project meetings.
- 1.3 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.
- 1.4 Set up and implement change control procedures addressing Project, design and construction change.
- 1.5 Comply with the *Construction (Design and Management) Regulations 2015 (CDM 2015)* insofar as they relate to this Appointment.

2 Commencement

- 2.1 Obtain any relevant background information from the Client including appropriate limitations.

- 2.2 Agree with the Client an appropriate level of authority to instruct works that will incur additional expenditure under the Building Contract.
- 2.3 Clarify the terms of appointment for each member of the Professional Team defining clearly the relevant duties and roles.
- 2.4 Confirm that the level of professional indemnity insurance to be provided by each member of the Professional Team is in accordance with the recommendations of the Client's insurance advisers.
- 2.5 Advise the Client generally on project insurance requirements (Note: advice as to insurance products will be provided by the Client's insurance advisers).
- 2.6 Establish the procurement route of the Project.

3 Statutory compliance

- 3.1 Confirm with the appropriate authority whether the property is listed, whether this applies to the whole or part of the building or within the curtilage of the property, and report to the Client.

- 3.2 Confirm with the appropriate authority whether the property is in a conservation area and what restrictions may apply, then report to the Client.
- 3.3 Establish whether there are any planning and/or building regulation obligations.

4 Programme

- 4.1 Prepare an initial Project programme on behalf of the Client that illustrates the main activities, key milestones and the Project critical path.
- 4.2 Obtain a detailed construction phase programme from the Contractor and periodical revisions to the construction phase programme as the Project progresses. Monitor the construction phase programme against actual progress and inform the Client as to progress.
- 4.3 Advise the Client of any risk of delay to the completion of the Project, advising on any particular programme and sequence of work implications.
- 4.4 Advise the Client on progress to date, expected completion and possible risks that might affect completion. Discuss mitigation strategies where necessary.

5 Construction phase

- 5.1 Administer the terms of the Building Contract.
- 5.2 Visit the Site regularly to review progress and quality with the Contractor.
- 5.3 Assess and recommend whether the employment of a clerk of works by the Client would be beneficial, having regard to scale of the Project.
- 5.4 Record formal or informal meetings attended by the Consultant for the file, particularly where actions are required to follow.

- 5.5 Inspect the quality of site management and organisation of the principal Contractor and the other contractors undertaking the Project.
- 5.6 Advise the Client on Project utility requirements.
- 5.7 Advise on Client liability regarding any claims from the Contractor (preliminary advice only).

6 Contract variations/ certifications

- 6.1 Prepare periodical interim valuations of the Project fairly and impartially in accordance with the requirements of the Building Contract.
- 6.2 Certify periodically the interim payment to be made by the Client to the Contractor, specifying what the amount relates to, and send the computations of the adjusted contract sum to the Contractor.

7 Practical completion

- 7.1 Assess whether completion has been achieved, then issue or recommend the issue of the certificate of completion or similar. Prepare and manage schedules listing any outstanding or defective works as and when required.
- 7.2 Advise the Client of their obligations in respect to certification of completion of the Project.
- 7.3 Discuss the adjusted contract sum (final account) with the Contractor, and obtain the Client's authorisation to the adjusted contract sum.

8 Additional Services

- 8.1 Advise on the Contractor's entitlement to loss and expense. Analyse and report on the Contractor's loss and expense claim(s).

- 8.2 Advise on the Contractor's entitlement to extensions of time. Analyse and report on the Contractor's application(s) for extensions of time.
- 8.3 Advise on the cost and contractual consequences arising from an acceleration instruction.
- 8.4 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
- 8.5 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- 8.6 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.
- 8.7 Monitor key performance indicators.
- 8.8 Set up and maintain a secure project and document management website that will store all relevant correspondence and Documents, and which is to be accessed and used by the Client, the Professional Team and the Contractor.

9 Bespoke Additional Services

- 9.1 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

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.

Americas, Europe, Middle East & Africa
aemea@rics.org

Asia Pacific
apac@rics.org

United Kingdom & Ireland
contactrics@rics.org



rics.org