

Project manager services

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



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Project Manager Services

For use with the RICS Scotland Standard Form of Consultant's Appointment
and the RICS Scotland 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 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 Scotland Standard and RICS Scotland 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, Construction and other meetings as provided under this Appointment.
- 1.1.2 Establish a structure and procedure for Project, design, construction and other meetings including frequency, function, required attendees, chairperson and responsibility for recording of meetings and circulating reports and other information.
- 1.1.3 Convene and chair all principal Project meetings.
- 1.1.4 Prepare and maintain a Project execution plan, or similar management tool, identifying the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist sub-contractors and suppliers. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.1.5 Issue instructions, on behalf of the Client, to the Professional Team and Contractor in accordance with the terms of their Appointments/the Building Contract.
- 1.1.6 Agree Project reporting and recording procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.
- 1.1.7 Agree financial and progress reporting procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.
- 1.1.8 Monitor the performance of the Professional Team and the Contractor. Report to the Client.

- 1.1.9 Liaise with the Professional Team, prepare and maintain the Programme for the design, procurement and construction of the Project. Monitor actual against planned progress. Report to the Client.
- 1.1.10 Liaise with the Professional Team and prepare regular/monthly quality, progress and cost reports. Advise the Client of any decisions required and obtain authorisation.
- 1.1.11 Check applications for payment from the Professional Team. Recommend payments to the Client.
- 1.1.12 Check other invoices related to the Project. Recommend payments to the Client.
- 1.1.13 Liaise with the Professional Team, arrange for the preparation and maintenance of cash flow forecasts and other statements monitoring expenditure on the Project.

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. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.2.2 Liaise with the Professional Team and advise the Client on structural, building, measured and other surveys and site investigations including condition reports, soil reports etc.
- 1.2.3 Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before the Building Contract.
- 1.2.4 Liaise with the Professional Team and procure demolition, strip-out, site investigation and enabling works contracts required before the performance of the Building Contract.

- 1.2.5 Liaise with the Professional Team and co-ordinate the preparation of alternative viability studies, feasibility studies, sensitivity analyses and investment appraisals.
- 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 Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations.
- 1.2.8 Comply with the CDM Regulations insofar as they relate to this Appointment.
- 1.2.9 Advise the Client on the selection, the terms of appointment and fee structures for the Professional Team. Conduct negotiations with, and prepare and complete the forms of appointment for, the Professional Team.
- 1.2.10 Advise the Client on the Professional Team's professional indemnity insurance cover. Annually confirm cover remains in place.
- 1.2.11 Advise the Client on the need for staff resident at the Site.
- 1.2.12 Liaise with the Professional Team and advise the Client on statutory approvals required and fees due in respect of the Project. Recommend payments to the Client.
- 1.2.13 Visit the Site and carry out initial inspections. Advise the Client on areas of concern.

1.3 Design (RIBA Outline Plan of Work 2007)

- 1.3.1 Liaise with the Professional Team and establish a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.3.2 Liaise with the Professional Team and establish a structure and procedure for cost management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.3.3 Liaise with the Professional Team and establish a structure and procedure for programme management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.3.4 Establish the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist/design sub-contractors.
- 1.3.5 Liaise with the Professional Team and prepare a scheme design, or similar, report summarising the Project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.

- 1.3.6 Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties.
- 1.3.7 Liaise with the Professional Team and identify any long delivery building components and systems. Prepare recommendations for the Client's approval.
- 1.3.8 Liaise with the Professional Team and identify specialist/proprietary building components and systems. Prepare recommendations for the Client's approval.

1.4 Pre-Construction (RIBA Outline Plan of Work 2007)

- 1.4.1 Prepare a risk management strategy. Prepare and maintain a risk register.
- 1.4.2 Advise on tendering and contractual procurement options. Prepare recommendations for the Client's approval.
- 1.4.3 Advise on suitable tenderers for the Building Contract. Prepare recommendations for the Client's approval.
- 1.4.4 Liaise with the Professional Team and prepare a pre-construction report summarising the Project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.4.5 Attend pre- and post-tender interviews.
- 1.4.6 Monitor and report to the Client on the procurement process.
- 1.4.7 Advise on the tenderer's design and construction programmes and method statements.
- 1.4.8 Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.
- 1.4.9 Conduct negotiations with tenderers. Obtain documentation from the Professional Team to confirm adjustments to the tender sum. Prepare recommendations for the Client's approval.
- 1.4.10 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.
- 1.4.11 Obtain confirmation that required insurances are in place prior to commencement of works on the Site.
- 1.4.12 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.

1.5 Construction (RIBA Outline Plan of Work 2007)

- 1.5.1 Agree approvals required from the Professional Team under the Building Contract.
- 1.5.2 Obtain authorisation from the Client for additional costs where the Consultant's limit of authority is exceeded.
- 1.5.3 Undertake regular Site inspections. Obtain progress and quality reports from site staff representing the Client, the Professional Team and the Contractor.
- 1.5.4 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.
- 1.5.5 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 the Client, the Professional Team and the Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.

1.6 Use (RIBA Outline Plan of Work 2007)

- 1.6.1 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 the Client, the Professional Team and the Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 1.6.2 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 Advise on the recovery 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 Obtain a breakdown of the cost plan from the Contractor consistent with the work package procurement strategy.
- 1.7.4 Agree, or obtain recommendations from the Professional Team on, 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 Review work package tender returns. Prepare recommendations for the Client's approval.

1.8 Design and Build Contracts

- 1.8.1 Liaise with the Client and the Professional Team and co-ordinate the preparation of the employer's requirements.
- 1.8.2 Liaise with the Professional Team and obtain cost and design studies to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- 1.8.3 Liaise with the Professional Team and obtain specialist enquiries to assess alternative contractor's proposals. Prepare recommendations for the Client's approval.
- 1.8.4 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.
- 1.8.5 Obtain advice on variations, excluding loss and expense claims, proposed by the Contractor prior to the issue of instructions under the Building Contract.
- 1.8.6 Obtain advice on 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 Provide services in connection with insurance claims.
- 2.1.4 Facilitate, set up and manage an electronic document management system.
- 2.1.5 Facilitate, set up and manage value engineering exercises.
- 2.1.6 Facilitate, set up and manage early warning and risk reduction meetings.
- 2.1.7 Provide services for a two-stage tendering process.
- 2.1.8 Provide services for target cost and/or guaranteed maximum price contracts.
- 2.1.9 Provide services for partnering and/or collaborative working contracts.

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- 2.1.10 Facilitate, set up and manage 'Lessons Learned' or other workshops.
 - 2.1.11 Act as the Client's partnering adviser.
 - 2.1.12 Provide specialist procedural advice to comply with EU Regulations and/or other legislation.

2.2 Financial

- 2.2.1 Advise on the implications of developing different sites.
- 2.2.2 Advise on the preparation of development appraisals.
- 2.2.3 Advise on the implications of alternative development programmes.
- 2.2.4 Obtain advice on Project sustainability.
- 2.2.5 Obtain life-cycle cost studies and estimates of annual running costs.
- 2.2.6 Carry out off-site inspections of sub-contractors' and suppliers' premises.

2.3 Contractual

- 2.3.1 Liaise with the Client's legal advisers and Professional Team and obtain reports to advise the Client on matters concerning ownership of the Site including title matters, boundaries, rights to light, rights of way, restrictive covenants, sale and purchase agreements, agreements to lease, funding agreements etc.
- 2.3.2 Liaise with the Professional Team and obtain reports to provide the Client with information required for the acquisition of the Site or for the funding of the Project.
- 2.3.3 Liaise with the Professional Team and obtain reports to provide the Client with information required for leasing, sale or other disposal of whole or part of the Project. Provide the Client with responses to tenant, purchaser, funder and other third party enquiries.

- 2.3.4 Provide specialist project management advice on the interpretation of contracts and contractual clauses.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 Advise on the cost, contractual and programme consequences arising from an acceleration instruction.
- 2.3.8 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.
- 2.3.9 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
- 2.3.10 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- 2.3.11 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.

2.4 Project-Specific Services

- 2.4.1 Enter or attach Project-specific services agreed with the Client.
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Schedule of Meetings to be attended by the Consultant

1 CLIENT MEETINGS

Attendance: Partner Director Associate Project Manager Other (please specify)
Frequency: Daily Weekly Monthly Quarterly No attendance required Other
Please specify requirements:

2 DESIGN TEAM MEETINGS

Attendance: Partner Director Associate Project Manager Assistant Project Manager
Frequency: Daily Weekly Monthly Quarterly No attendance required Other
Please specify requirements:

3 PROJECT TEAM MEETINGS

Attendance: Partner Director Associate Project Manager Assistant Project Manager
Frequency: Daily Weekly Monthly Quarterly No attendance required Other
Please specify requirements:

4 SITE MEETINGS

Attendance: Partner Director Associate Project Manager Assistant Project Manager
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 Scotland 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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