



England and Wales

Quantity Surveyor Services

2018 edition



Draft

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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 6.
- A schedule of 'typical' meetings is included with these Services in Appendix A. Completion of this schedule is also recommended.
- It is recommended the parties read the *RICS QS and Construction Standards*.

1 Construction services – all contracts

1.1 General

- 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.
- 1.1.3 Liaise with the Client and the Professional Team to determine the Client's requirements and to develop the Client's Brief.
- 1.1.4 For any type of measurement service, measurement should be in accordance with the relevant *International Property Measurement Standard*.
- 1.1.5 Classify the construction costs in accordance with *International Construction Measurement Standards*.
- 1.1.6 Checking or adjustment of BIM generated measurements.

1.2 Enabling works

- 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. Prepare recommendations for the Client's approval.
- 1.2.2 Advise the Client on demolition, strip-out, site investigation, diversionary and enabling works contracts, decanting and any other works required to enable the Project to proceed.
- 1.2.3 Liaise with the Professional Team and procure demolition, strip-out, site investigation, diversionary and enabling works contracts required to enable the Project to proceed.

1.3 Health and safety

- 1.3.1 Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations.
- 1.3.2 Comply with the CDM Regulations insofar as they relate to this Appointment.

1.4 Project costs

- 1.4.1 Advise on the cost of the Project. Advise on the cost of alternative design and construction options.
- 1.4.2 Advise on alternative procurement options.
- 1.4.3 Visit the Site. Advise the Client on any factors likely to affect cost, time or method of implementation.
- 1.4.4 Prepare an initial budget estimate to test feasibility proposals.
- 1.4.5 Advise the Client on the likely effect of market conditions.
- 1.4.6 Prepare, maintain and develop a cost plan and cash flow forecast.
- 1.4.7 Advise on the cost of the Professional Team's proposals periodically as the design proceeds, 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.
- 1.4.8 Advise the Client on specialist services, including consultants, contractors, subcontractors and suppliers, required in connection with the Project.
- 1.4.9 Prepare life-cycle cost studies and estimates of annual running costs.

1.5 Contracts related advice

- 1.5.1 Prior to starting works on-site, confirm the scope of the Building Contract(s) to the Client and advise on additional works required by third parties.
- 1.5.2 Liaise with the Client's insurance advisers and advise on construction related insurances (excluding the administration of claims).
- 1.5.3 Liaise with the Client's legal advisers and advise on warranties/third party rights, etc.

1.5.4 Liaise with the Client's legal advisers and advise on bonds for performance and other purposes.

1.5.5 Liaise with the Client's legal advisers and advise on the use and/or amendment of construction industry standard forms of Building Contract or contribute to drafting of particular Client requirements.

1.5.6 Advise on the rights and obligations of the parties to the Building Contract.

1.6 Tendering and procurement services

1.6.1 Advise on tendering and contractual procurement options. Prepare recommendations for the Client's approval.

1.6.2 Obtain tender drawings and specifications from the Client and the Professional Team.

1.6.3 Liaise with the Client and the Professional Team and prepare tender documentation.

1.6.4 Prepare bills of quantities, schedules of rates, activity schedules or other pricing documents, for inclusion in tender documents (excludes MEP bills of quantities).

1.6.5 Advise on suitable tenderers for the works required on the Project. Prepare recommendations for the Client's approval.

1.6.6 Investigate prospective tenderers for the Building Contract(s) or subcontract(s) and advise the Client on their financial status and technical competence. Prepare recommendations for the Client's approval.

1.6.7 Attend and participate in pre- and post-tender interviews of prospective tenderers for the works required on the Project.

1.6.8 Arrange delivery of tender documents to selected tenderers for the works required on the Project.

1.6.9 Check tender submissions for errors, omissions, exclusions, qualifications, inconsistencies, etc.

1.6.10 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.

1.6.11 Comment on the tenderers' design and construction programmes and method statements.

1.6.12 Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.

1.6.13 Conduct negotiations with tenderers. Prepare documentation to confirm adjustments to the tender sums. Prepare recommendations for the Client's approval.

1.6.14 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.

1.6.15 Obtain confirmation from the Contractor that required Contractor or subcontractor insurances are in place prior to commencement of works on the Site.

1.6.16 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.

1.7 Construction phase services

1.7.1 Develop and maintain the Project cost plan and the Project cash flow forecast for the duration of the Project.

1.7.2 Visit the Site periodically and assess the progress of the Project for interim payment purposes.

1.7.3 Advise on the cost of variations to the works prior to the issue of instructions under the Building Contract.

1.7.4 Agree the cost of instructions, excluding loss and expense claims, issued under the Building Contract.

1.7.5 Advise on the rights and obligations of the parties to the Building Contract.

1.7.6 Prepare recommendations for interim payments to the Contractor and the release of retention funds.

1.7.7 Advise the Client in regard to payment notices, payless notices and other similar notices of default.

1.7.8 Prepare for issue payment notices, pay less notices and other similar notices of default.

1.7.9 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.

1.7.10 Where relevant, prepare recommendations for the payment of liquidated damages by the Contractor.

1.8 Additional construction phase services – cost reimbursable/management/construction management/target contracts

- 1.8.1 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.
- 1.8.2 Obtain agreement from the Contractor(s) to the cost plan.
- 1.8.3 Agree a breakdown of the cost plan with the Contractor(s) consistent with the work package procurement strategy.
- 1.8.4 Agree the Contractor(s)'s entitlement to recovery of preliminaries, overheads and profit.
- 1.8.5 Liaise with the Professional Team and lead the negotiation of a target cost or guaranteed maximum price for the Project.
- 1.8.6 Assist the Contractor in the preparation of work package tender and contract documents.
- 1.8.7 Verification of Contractor's cost by checking invoices and other evidence.
- 1.8.8 Price the work package tender documents to provide a benchmark for assessing tender returns.
- 1.8.9 Review work package tender returns. Prepare recommendations for the Client's approval.
- 1.8.10 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 or work package contract.
- 1.8.11 Develop and maintain the cost plan and cash flow forecast as work packages are let.
- 1.8.12 Check interim valuations and final accounts from the Contractor, work package contractors and suppliers.
- 1.8.13 Advise on expenditure not recoverable under the terms of the management contract and/or the work package contracts.
- 1.8.14 Monitor the Project using Earned Value Analysis.

1.9 Additional construction phase services – design and build contracts

- 1.9.1 Liaise with the Client and the Professional Team and coordinate the preparation of the employer's requirements.
- 1.9.2 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.

- 1.9.3 Liaise with the Professional Team and prepare cost studies to assess alternative Contractor's proposals. Prepare recommendations for the Client's approval.
- 1.9.4 Liaise with the Professional Team and assist with specialist enquiries to assess alternative Contractor's proposals. Prepare recommendations for the Client's approval.
- 1.9.5 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.
- 1.9.6 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.
- 1.9.7 Agree the cost of instructions, excluding loss and expense claims, proposed by the Contractor under the Building Contract.

1.10 Additional construction phase services – provision of services where a Contractor is the Client

- 1.10.1 Obtain subcontract drawings and specifications from the Client. Liaise with the Client's commercial team, prepare the subcontract documents and deliver to the subcontractor(s) for completion.
- 1.10.2 Advise the Client on the cost of variations to the works prior to the issue of instructions under subcontracts.
- 1.10.3 Agree the cost of instructions, excluding loss and expense claims, issued under subcontracts.
- 1.10.4 Prepare recommendations to the Client for interim payments to subcontractors and the release of retention funds.
- 1.10.5 Prepare the final account or similar financial statement. Facilitate agreement to the final account or similar financial statement from the parties to the subcontract. For the purposes of this clause the final account or similar financial statement excludes the assessment of loss and expense claims.
- 1.10.6 Where relevant prepare recommendations to the Client for the payment of liquidated and ascertained damages by subcontractors.
- 1.10.7 Advise the Client on the rights and obligations of the parties to the subcontract(s).
- 1.10.8 Advise on the subcontractors' entitlement to extensions of time. Analyse and report on the subcontractors' application(s) for extensions of time. Prepare recommendations for the Client's approval.

2 Construction phase services – supplementary services

2.1 General

- 2.1.1 Provide services for the Client's and/or any third party's fitting-out or direct works contracts.
- 2.1.2 Prepare bills of quantities for mechanical and electrical services.
- 2.1.3 Price bills of quantities to provide an estimate for comparison with tenders.
- 2.1.4 Prepare a cost analysis based on agreed format or special requirements.
- 2.1.5 Prepare a cost analysis of the final account.
- 2.1.6 Facilitate, set up and manage value engineering exercises.
- 2.1.7 Facilitate, set up and manage early warning and risk reduction meetings.
- 2.1.8 Attend and contribute to early warning and risk reduction meetings.
- 2.1.9 Facilitate, set up and manage a two-stage tendering process.
- 2.1.10 Facilitate, set up and manage target cost and/or guaranteed maximum price contracts.
- 2.1.11 Facilitate, set up and manage partnering and/or collaborative working contracts.
- 2.1.12 Benchmarking of contracts and subcontracts.
- 2.1.13 Provide specialist procedural advice to comply with EU Regulations and/or other legislation.
- 2.1.14 Carry out off-site inspections of subcontractors' and suppliers' premises for interim payment purposes.
- 2.1.15 Monitor the Project using Earned Value Analysis.

2.2 Contractual

- 2.2.1 Provide specialist quantity surveying advice on the interpretation of contracts and contractual clauses.
- 2.2.2 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.

- 2.2.3 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.
- 2.2.4 Advise on the cost and contractual consequences arising from an acceleration instruction.
- 2.2.5 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.
- 2.2.6 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
- 2.2.7 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- 2.2.8 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.
- 2.2.9 Advise the Client on the selection, terms of appointment and Fee structures for the Professional Team.

3 Non-construction services

- 3.1 Provide services for the Client's and/or any third party's organisational move to new premises.
- 3.2 Monitor key performance indicators.
- 3.3 Provide estimates of replacement costs for insurance purposes.
- 3.4 Provide services in connection with insurance claims.
- 3.5 Facilitate, set up and manage 'lessons learned' or other workshops.
- 3.6 Act as the Client's partnering adviser.
- 3.7 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.
- 3.8 Set up, maintain and operate an e-tendering portal on behalf of the Client.

4 Financial support services

- 4.1 Advise on the financial implications of developing different sites.
- 4.2 Advise on the preparation of development appraisals.
- 4.3 Advise on the cost implications of alternative development programmes.
- 4.4 Prepare sustainability cost studies.
- 4.5 Prepare life-cycle cost studies and estimates of annual running costs.
- 4.6 Advise on and evaluate capital tax allowances, grants or other financial assistance available in respect of the Project.
- 4.7 Prepare applications for capital tax allowances, grants or other financial assistance available in respect of the Project.
- 4.8 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.
- 4.9 Prepare capitalisation of construction costs for the purpose of preparing an asset register.

5 Building information modelling (BIM)

- 5.1 Prepare the Client's Brief and describe the Client's BIM requirements for the Project. Prepare recommendations for the Client's approval and secure the confirmed Client's Brief.
- 5.2 Check the integrity and accuracy of the BIM cost model.
- 5.3 Establish and input contemporary rates into the BIM cost model.
- 5.4 Check and verify the accuracy of the BIM model estimate of costs.
- 5.5 Act as the BIM manager with responsibility for managing the BIM models produced during the life of the Project:
 - 5.5.1 Stakeholder engagement in relation to BIM.
 - 5.5.2 Prepare the BIM execution plan.
 - 5.5.3 Prepare the information delivery plan.
 - 5.5.4 Facilitate the preparation of the BIM asset information model.

6 Bespoke Additional Services

- 6.1 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 Professional 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

Name of meeting: _____

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

(Specify required attendees) _____

Frequency: Daily Weekly Monthly Quarterly
No attendance required Other

Please specify requirements: _____

Appendix B: Glossary of terms

Earned Value Analysis	Method of measuring a property's development progress at any given point in time, forecasting its completion date and final cost, and analysing variances in the property's development programme and budget, as the property's development proceeds.
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