



SCOPE OF SERVICES

# Project Manager Services

Scotland  
May 2022



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# Project Manager Services

## 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 11.
- A schedule of 'typical' meetings is included with these Services in the Appendix. Completion of this schedule is also recommended.

## Core services

### 1 General

- 1.1 Attend Client, design, Project, construction and other meetings as provided under this Appointment.
- 1.2 Establish a structure and procedure for Project, design, construction and other meetings including frequency, function, communication protocols, required attendees, chairperson and responsibility for recording of meetings and circulating reports and other information.
- 1.3 Convene and chair all principal Project meetings.
- 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 subcontractors, suppliers and any client directly procured contracts.
- 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.
- 1.6 Manage and monitor the performance of the Professional Team and the Contractor. Report to the Client.
- 1.7 Check applications for payment from the Professional Team. Recommend payments to the Client.
- 1.8 Check other invoices related to the Project (other than formal instructions raised under construction contracts). Recommend payments to the Client.
- 1.9 Liaise with the Professional Team, prepare and manage the Programme for the design, procurement and construction of the Project. Monitor actual against planned progress, identifying corrective actions/ recommendations.
- 1.10 Liaise with the Professional Team and prepare regular quality, progress and cost reports. Advise the Client of any decisions required and obtain authorisation.
- 1.11 Establish and implement change control procedures, addressing Project, design and construction change.
- 1.12 Prepare a risk management strategy. Prepare and maintain the Project risk register including reviewing at regular intervals and report to the Client.

- 1.13 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.
- 1.14 Comply with the *Construction (Design and Management) Regulations* 2015 insofar as they relate to this Appointment.

## 2 Project brief and design

- 2.1 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.
- 2.2 Advise the Client on the need for staff resident at the Site.
- 2.3 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, and secure confirmed Client's Brief.
- 2.4 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.
- 2.5 Liaise with the Professional Team and coordinate the preparation of alternative viability studies, feasibility studies, sensitivity analyses and investment appraisals.
- 2.6 Advise the Client on specialist Services, including consultants, Contractors, subcontractors and suppliers required in connection with the Project.
- 2.7 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.

- 2.8 Liaise with the Professional Team and prepare regular gateway or similar stage reports summarising the Project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
- 2.9 Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties.
- 2.10 Liaise with the Professional Team and identify any long delivery building components and systems. Prepare recommendations for the Client's approval.
- 2.11 Advise the Client on demolition, strip-out, Site investigation and enabling works contracts required before the Building Contract commences.
- 2.12 Liaise with the Professional Team and identify specialist/proprietary building components and systems. Prepare recommendations for the Client's approval.

## 3 Planning and consents

- 3.1 Monitor the satisfaction of any planning conditions and associated obligations imposed through the planning process, in particular any precommencement conditions and any required wayleaves, servitudes or other access requirements. Report to the Client.
- 3.2 Facilitate the satisfaction of any precommencement conditions required by funders and other interested third parties.
- 3.3 Monitor and facilitate the provision of any environmental approvals, Building Regulations approvals, listed building consents, right to light agreements, latent defect warranties, party wall awards, crane oversail agreements (and similar).
- 3.4 Manage the collection of any relevant third party warranties, licences or similar required to progress the Project.



- 3.5 Negotiate with statutory authorities and other third parties.

## 4 Procurement

- 4.1 Advise on tendering and contractual procurement options. Prepare recommendations for the Client's approval.
- 4.2 Liaise with the Professional Team and assist the Client to procure demolition, strip-out, Site investigation and enabling works contracts required before the performance of the Building Contract.
- 4.3 Advise on suitable potential tenderers for the Building Contract. Prepare recommendations for the Client's approval.
- 4.4 Manage and lead the procurement process, including pre-tender interviews, mid-tender interviews (where relevant) and post-tender interviews.
- 4.5 Advise and comment on the tenderer's design and construction programmes and method statements.
- 4.6 Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.
- 4.7 Conduct negotiations with tenderers. Obtain documentation from the Professional Team to confirm adjustments to the tender sum. Prepare recommendations for the Client's approval.

## 5 Construction

- 5.1 Monitor the design development process by the Professional Team during the construction phase.
- 5.2 Transfer the design as produced by the Professional Team to the Contractor.
- 5.3 Obtain confirmation that required insurances are in place prior to commencement of works on the Site.

- 5.4 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.
- 5.5 Administer demolition and enabling contracts including the preparation and issue of all required notices, certificates, instructions, etc.
- 5.6 Administer the Building Contract including the preparation and issue of all required notices, certificates, instructions, etc.
- 5.7 Agree approvals required from the Professional Team under the Building Contract.
- 5.8 Obtain authorisation from the Client for additional costs where the Consultant's limit of authority is exceeded.
- 5.9 Undertake regular Site inspections. Obtain progress and quality reports from Site staff representing the Client, the Professional Team and the Contractor.
- 5.10 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.
- 5.11 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 each.
- 5.12 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 each. Establish review, approval, variation and reporting procedures.
- 5.13 Manage the defects completion process.

- 5.14 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.
- 5.15 Advise on the recovery of liquidated damages.
- 5.16 Advise on Client liability regarding any claims from the Contractor (preliminary advice only).

## 6 Prime cost contracts/management contracts/construction management contracts – supplementary services

- 6.1 Liaise with the Client and the Professional Team and coordinate the preparation of the Client's requirements.
- 6.2 Liaise with the Professional Team and obtain cost and design studies to assess alternative Contractor's proposals.
- 6.3 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.
- 6.4 Obtain agreement from the Contractor to the cost plan.
- 6.5 Obtain a breakdown of the cost plan from the Contractor consistent with the work package procurement strategy.
- 6.6 Agree, or obtain recommendations from the Professional Team on, the Contractor's entitlement to recovery of preliminaries, overheads and profit.
- 6.7 Assist the Contractor in the preparation of work package tender and contract documents.
- 6.8 Review work package tender returns. Liaise with the Professional Team and prepare recommendations for the Client's approval.

## Supplementary service

### 7 General

- 7.1 Provide services for the Client's and/or any third party's organisational move to new premises.
- 7.2 Provide services for the Client's and/or any third party's fitting-out or direct works contracts.
- 7.3 Provide services in connection with insurance claims.
- 7.4 Facilitate, set up and manage an electronic document management system.
- 7.5 Facilitate, set up and manage value engineering exercises.
- 7.6 Provide services for a two-stage tendering process.
- 7.7 Provide services for target cost and/or guaranteed maximum price contracts.
- 7.8 Provide services for partnering and/or collaborative working contracts.
- 7.9 Facilitate, set up and manage 'lessons learned' or other workshops.
- 7.10 Act as the Client's partnering adviser.
- 7.11 Provide specialist procedural advice to comply with EU regulations and/or other legislation.

### 8 Financial

- 8.1 Advise on the implications of developing different sites.
- 8.2 Advise on the preparation of development appraisals.
- 8.3 Advise on the implications of alternative development programmes.
- 8.4 Obtain life cycle cost studies and estimates of annual running costs.

- 8.5 Carry out off-site inspections of subcontractors' and suppliers' premises.

## 9 Contractual

- 9.1 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 but not limited to:
  - title matters
  - boundaries
  - rights to light
  - rights of way
  - restrictive covenants
  - sale and purchase agreements
  - agreements to lease
  - funding agreements.
- 9.2 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.
- 9.3 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.
- 9.4 Provide specialist project management advice on the interpretation of contracts and contractual clauses.
- 9.5 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.
- 9.6 Advise on the Contractor's entitlement to extensions of time, and/or analyse and report on the Contractor's application(s) for extensions of time up to the point a formal dispute is established. Prepare recommendations for the Client's approval.

- 9.7 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.
- 9.8 Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
- 9.9 Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
- 9.10 Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings

## 10 Building information modelling (BIM)

- 10.1 Prepare the Client's EIR and describe the Client's BIM requirements for the Project. Prepare recommendations for the Client's approval and secure the confirmed Client's EIR.
- 10.2 Facilitate the preparation of the BIM Protocol.
- 10.3 Facilitate execution of the BIM Protocol by all relevant parties prior to their participation in the Project.
- 10.4 Establish a common data environment.
- 10.5 Act as the BIM manager with responsibility for managing the BIM models produced during the life of the Project and:
  - 10.5.1 Manage stakeholder engagement in relation to BIM.
  - 10.5.2 Prepare the EIR.
  - 10.5.3 Prepare the BIM execution plan.
  - 10.5.4 Prepare the information delivery plan.
  - 10.5.5 Facilitate the preparation of the BIM asset information model.



- 10.5.6 Manage the Professional Team in preparation of the COBie schema.
- 10.6 Prepare and implement a BIM collaboration framework.

## 11 Bespoke Additional Services

- 11.1 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

<b>BIM</b>	Building information modelling.
<b>BIM Protocol</b>	Written procedural method for the implementation of BIM on the Project.
<b>COBie</b>	Construction Operations Building information exchange.
<b>EIR</b>	Employer's Information Requirements. A document setting out the information to be delivered by consultants/suppliers as part of the Project delivery process to the Client.

The following additional definitions shall apply where the RICS Short Form of Consultant's Appointment is used:

<b>Building Contract</b>	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.
<b>Client's Brief</b>	The brief provided by the Client identifying the Client's requirements in relation to the Project as such requirements may, in accordance with the Client's instructions, be amended from time to time with the Consultant's agreement (which agreement is not to be unreasonably withheld or delayed).
<b>Contractor</b>	The contractor or contractors which the Client appoints under the Building Contract.
<b>Site</b>	The site on which the Project is being undertaken.

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