



SOCIETY OF
**CHARTERED
SURVEYORS**
IRELAND

CONDITIONS OF ENGAGEMENT for CHARTERED QUANTITY SURVEYORS



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CONDITIONS OF ENGAGEMENT

For

CHARTERED QUANTITY SURVEYORS

ISSUED BY



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SECTION NO. 1

CONDITIONS

1 Introduction

- 1.1 These Conditions of Engagement, and lists of Services, are published for the mutual guidance of Clients of Chartered Quantity Surveyors, so that both are clear as to their obligations and work to be undertaken.
- 1.2 These Conditions of Engagement replace the previous edition dated March 1997.
- 1.3 Whilst these standard Conditions of Engagement are appropriate for the majority of projects, it is recognised that clients and Chartered Quantity Surveyors may wish to enter into a specific agreement on an individual project, in which case they can either modify the Standard Conditions of Engagement or draw up a specific agreement.
- Specimen Agreements are included at the end of this document. These may be suitable for use, either unamended or as a draft for a specific agreement.
- 1.4 Members of the Society of Chartered Surveyors Ireland are bound by the Rules, Bye-Laws and Code of Conduct of the Society of Chartered Surveyors Ireland, which regulate their relationship with their clients, the public and their professional colleagues.
- 1.5 This document will be revised from time to time and revised pages together with the Index, will be marked accordingly with the revision number and date of that revision.

2 Conditions

2.1 Definitions

- 2.1.1 The Client means the person or Body responsible for undertaking the project or appointing the Chartered Quantity Surveyors and who will be responsible for the discharge of the Chartered Quantity Surveyor's fees.
- 2.1.2 The Project means the building operation or other work for which the Client wishes to engage the services of the Chartered Quantity Surveyor.
- 2.1.3 The Chartered Quantity Surveyor means the firm or individual Chartered Quantity Surveyor appointed by the Client to provide Quantity Surveying services on the project.

2.2 Services

- 2.2.1 Lists of Services typically provided by a Chartered Quantity Surveyor on Projects are included in this document. These may be suitable for use Unamended or as a draft for a specific agreement
- 2.2.2 In the absence of agreement to the contrary, the Standard Service will be deemed to apply.
- 2.2.3 The Chartered Quantity Surveyor shall provide the services as agreed, expeditiously and efficiently.

2.3 Fee

- 2.3.1 The Client shall pay fees as agreed.
- 2.3.2 Fees shall be billed and paid by instalments.
- 2.3.3 In the absence of agreement to the contrary, the instalments as set out later in this document shall apply.
- 2.3.4 The project may be divided into stages, but if so the fee payable at each stage shall be agreed in advance
- 2.3.5 The Client may request the Chartered Quantity Surveyor to provide additional services, as attached hereto or otherwise, for which the Quantity Surveyor shall be entitled to charge an additional fee
- 2.3.6 Fees shall, where agreed as a percentage, be calculated on the VAT exclusive cost of the project
- 2.3.7 Fees shall be subject to the addition of VAT at the rate current to the date of payment.

- 2.3.8 Travelling, international communication costs and other expenses and the cost of typing, printing and reproduction of documents should normally be reimbursable at cost unless otherwise agreed
- 2.3.9 If Funder Warranties are required an additional fee shall be payable. Such Funder Warranties shall be in the form published by the Society of Chartered Surveyors Ireland.
- 2.3.10 If the Client shall require Professional Indemnity Insurance to a higher level than that required under the Bye-Laws and Regulations of The Society of Chartered Surveyors Ireland then an additional fee shall be payable.
- 2.3.11 If a project is significantly varied at any stage the fee shall be adjusted commensurate with the work involved
- 2.3.12 If the project is delayed other than at pre-arranged stages or if the Chartered Quantity Surveyor incurs additional costs due to changes repetition or abortive work, (Other than Cost Planning to achieve a pre-determined cost limit), exceptional variations or delays in the building operations or any other causes beyond the control of the Chartered Quantity Surveyor, the Chartered Quantity Surveyor shall be entitled to an additional fee to cover the reimbursement of such additional costs.]
- 2.3.13 Fees shall be paid in accordance with the Prompt Payment of Account Act.

3 Copyright

- 3.1 Copyright in all reports, bills of quantities, specifications, calculations and other similar documents provided by the Chartered Quantity Surveyor shall remain vested in the chartered Quantity Surveyor but, subject to all fees and expenses due having been discharged, the Client shall have a licence to copy and use such documents for any purpose related to the project including the construction, completion, maintenance, and letting, of the project. The Client shall not have a licence to copy and use such documents for the reinstatement, repair or extension of the project.

4 Assignment

- 4.1 Neither the Chartered Quantity Surveyor nor the Client shall have the right to assign or transfer the benefit and obligations of this agreement of any part thereof without the consent in writing of the other.

5 Disputes

- 5.1 Any difference or dispute arising out of or in connection with the interpretations or application of these Conditions of Engagements involving a member of the Society if Chartered Surveyors Ireland may be referred, by agreement between the parties, to the chairman of the Quantity Surveyors Divisional Committee for an opinion provided that such opinion is sought in a joint written statement of undisputed facts and the parties undertake to accept it as final.
- 5.2 Where any difference of dispute arising out of or in connection with the interpretation or application of these Conditions of Engagement cannot be resolved in accordance with Paragraph 5.1, it shall be referred to arbitration and final decision of a person agreed between the parties or failing agreement within ten working days after either party has given to the other a written request to concur with the appointment of an arbitrator, a person to be nominated at the request of either party by the Chairman of the Irish Branch of the Chartered Institute of Arbitrators. Any such reference shall be deemed to be an Arbitration in accordance with Arbitration Acts 1954 and 1980.

SECTION NO 2
CATEGORIES OF SERVICE

The following Categories of Service are for the Services most usually provided by Chartered Quantity Surveyors.

- Category 1 - General New Building works

- Category 2 - Housing Schemes

- Category 3 - Civil Engineering Works

- Category 4 - Project Management

- Category 5 - Loss Claims

- Category 6 - Reinstatement Cost of Buildings

CATEGORY 1

GENERAL BUILDING WORKS

The Category of Service relates to the provision of Quantity Surveying Services on Building works.

1. Project Value

It is recommended that the project value upon which the fee is calculated shall: -

- 1.1 Be based on the total of the Final Account or Accounts or the latest estimated cost of the entire project to Paragraphs 1.2 to 1.5 below.
- 1.2 Include the total value of all increases plus the value of all decreases resulting from the operation of any wage and price variation, government enactment or similar provision, or formula fluctuation adjustment provision in the contract.
- 1.3 Include the total value of any work, labour materials or insurances carried out or provided by the Client which is excluded from the Contractor's Final Account or latest estimated cost but which would normally be included in the Final Account or estimated costs of a construction project.
- 1.4 Exclude any amount deducted by the Contractor in respect of the value of materials obtained on the site.
- 1.5 Include all P.C. Sums, Provisional Sums and Provisional Quantities or expenditure against such sums and quantities and any on-costs and attendances relating thereto.

Where items or sections of the work are omitted, at or before acceptance of tender, the fee up to the stage of omission and calculated as set out under Clause 6 – Instalments, shall be payable.

Where items or sections of the work are omitted by way of variation, after acceptance of tender, (other than PC and Provisional Sums credited for adjustment against equivalent work as executed), the total of such omissions shall be added to the Final Account and included in the project value.

CATEGORY 1 – CONTINUED

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Services.

3. Redecoration

An appropriate additional fee shall be added to the value of works consisting predominantly of alterations or repairs to or refurbishment of existing buildings.

4. Alterations, repairs and refurbishment

An appropriate additional fee shall be added to the value of works consisting predominantly of alterations or repairs to or refurbishment of existing buildings.

5. Repetition

Where a contract includes a number of detached blocks with exactly the same superstructure and finishes and where quantities are prepared for one such block the fee shall be calculated in a manner which reflects such repetition.

6. Instalments

The Chartered Quantity Surveyor shall normally be entitled to payments by monthly instalment up to the following percentages unless otherwise agreed:-

<u>Stages as set out in Clause 7</u>	<u>Cumulative Percentage of Total Fee</u>
During Stage 1 & 2	10%
During Stage 3 & 4	25%
During Stage 5	-Schedule of Rates 40%
	-Bills of Approximate Quantities 50%
	-Bills of Quantities 60%
During Stage 6	-Schedule of Rates 45%
	-Bills of Approximate Quantities 55%
	-Bills of Quantities 65%
Stage 7 – During construction up to Practical Completion	95%
Stage 7 – On completion of Draft Final Account	100%

7. Standard Services

The following is a definition of Standards Services: -

STAGE 1

Site suitability, briefing and site report

Attend meeting to establish Clients requirements, phasing reporting format etc.,
Visit proposed site, examine site reports and report on the cost implications of the
development of the site.

Agree programme for each stage of the work.

Liases with Design Team on all the above.

STAGE 2

Outline Sketch Scheme

Examine General Design Concept.

Advise on economics of alternative designs or techniques of construction

Prepare a budget Estimate of cost.

Agree budget with Client

Liaise with Design Team on all the above.

Stage 3

Development Sketch Scheme

Prepare cost checks as scheme is developed and advise on alternatives to maintain
project within budget.

Prepare a detailed Cost Plan.

Advise on future anticipated inflation.

Prepare expenditure cash flow forecast.

Liaise with Design Team on all of the above

CATEGORY 1 - Continued

STAGE 4

Detail design

Prepare cost checks as design is developed and advise on alternatives to maintain project within budget.

Revise as appropriate detailed Cost Plan.

Update inflation prediction.

Revise cash flow forecast as appropriate.

Liaise with Design Team on all of the above.

STAGE 5

Tender Documentation

Advise on tendering procedures.

Advise on Contract arrangements.

Advise on selection of tenderers.

Prepare Bill of Quantities for Main Contract or alternative Tender Documentation.

Prepare Tender Forms.

Advise on completion of standard Form of Contract.

Prepare Tender Documents for nominated Sub-Contractors (other than Mechanical and Electrical Installations) and Nominated Suppliers where appropriate.

Liaise with Design Team on all of the above.

STAGE 6

Tender Action and Report

Obtain Tenders.

Examine lowest tender and report thereon.

Update expenditure cash flow forecast based on tender.

Negotiate fixed price with Contractor and incorporate in Proposed Contract Sum.

Report on the formula fluctuation percentage clause.

Liaise with Design Team on all of the above.

CATEGORY 1 – Continued

STAGE 7

Construction Stage

Check progress applications and recommend payment

Monitor and report on costs of variations

Prepare quarterly cost forecast of the Final Account.

Update cash flow forecast quarterly.

Prepare Final Account including adjustment for variations; measure work.

Negotiate with Contractor

Report on Final Account.

Carry out preliminary examination and report on delay/disruption and other claims under the contract.

Liaise with Design Team on all of the above.

All Stages

Mechanical and Electrical Installations

The standard services defined above reflect the situation where the Services Consultant assumes cost responsibility for the Mechanical and Electrical Installations. The standard Quantity Surveying service includes for incorporation the Services Consultants' estimates, tender reports, interim valuations, cost reports and final account into overall project reports as appropriate.

Chartered Quantity Surveyors are qualified to provide cost control services in Mechanical and Electrical Installations and if appointed to do so can provide single point responsibility for the cost control of the entire project.

Where Chartered Quantity Surveyors are appointed to provide such a service an appropriate addition shall be made to the agreed fee.

CATEGORY 1 – Continued

Partial Services

When the full “Standard Service” is not required and only partial services are provided, fees for services in each of the work stages shall be agreed between the Client and Chartered Quantity Surveyor at an appropriate level.

Additional Services

The following are some of the additional services, which may be required: -

1. Prepare feasibility studies.
2. Prepare cost analysis or segregation of cost for taxation or other purposes.
3. Prepare site surveys
4. Prepare cost estimates for a number of proposed sites
5. Estimate life cycle costs.
6. Value Engineering Assessments
7. Advise on special condition of contract and drafting special contract conditions.
8. Prepare for alternatives in tender documents.
9. Provide Quantity Surveying Services for Mechanical and Electrical Installations.
10. Price Bills of Quantities or negotiating tenders.
11. Prepare and negotiate Bills of Reduction unless the lowest acceptable tender exceeds the amount of the relevant estimate or Cost Plan (When prepared by the Chartered Surveyor).
12. Examine additional tenders and report thereon.
13. Liaise; meet with other parties such as lawyers, accountants, public auditors, financial institutions, public authorities, grant authorities.
14. Attend site meetings other than at the Chartered Quantity Surveyors discretion.
15. Investigate prospective tenderers (e.g. questionnaire, bank references, meetings etc.).
16. Advise on insurances and bonds.

CATEGORY 1 - Continued

17. Time management including preparing programmes and reporting and monitoring construction progress.
18. Check materials stored off site.
19. Prepare specifications
20. Checking wage and price variation claims including calculation or checking claims arising from Formula Fluctuation clauses.
21. Prepare valuations for partial hand over purposes,
22. Evaluate, negotiate and agree delay/disruption and other claims under the contract.
23. Work in connection with bankruptcy, liquidation, receivership, examinership or the determination of the Contract or any Sub-Contract.
24. Work in connection with malicious damage claims.
25. Services in connection with litigation or arbitration.
26. Carry out additional work due to delays outside the Chartered Quantity Surveyor's control.
27. Prepare insurance valuations and claims.
28. Health and Safety project supervision.
29. Check adjustments under a Price Variation Clause other than formula fluctuation.

The fee for additional Services shall be by agreement with the Client of shall be calculated on an appropriate time change basis.

CATEGORY 2

HOUSING SCHEMES

This Category of Service relates to the provision of Quantity Surveying Services on Housing Schemes.

1. Project Value

It is recommended that the project value upon which the fee is based shall be calculated using the Sum of the following amounts: -

- 1.1 The total value of measured work for preliminaries, insurances, substructures, external works and site development works and variations (i.e. final account excluding total value of substructures).
- 1.2 An amount equal to five times the value of the superstructure for each measured house. The gross value of measured minor adjustments shall be likewise treated, (i.e. measured omissions plus measured additions for steps, staggers, etc and for post contract superstructure variations).
- 1.3 The total value of all increases plus the value of all decreases resulting from the operation of any wage and price variation, government enactment or similar provision, or formula fluctuation adjustment provision in the contract.
- 1.4 The total value of any work, labour, materials or insurances carried out or provided by the Client which is excluded from the Contractor's Final Account or latest estimated cost but which would normally be included in the Final Account or estimated cost of a construction project.
- 1.5 The addition of any amount deducted by the contractor in respect of the value of materials obtained on the site.
- 1.6 All P.C. Sums, provisional Sums and Provisional Quantities to expenditure against such sums and quantities and any on-costs and attendances relating thereto.

The fee for further repeat superstructures in excess of the number used in the fee calculation at 1.2 above shall be half of one percent of the value of such works.

Where items or sections of the work are omitted, at or before acceptance of tender the fee up to the stage of omission and calculated as set out under Clause 5- Instalments, shall be payable.

Where items or sections of the work are omitted by way of variation, after acceptance of tender, (other than PC and Provisional Sums credited for adjustment against equivalent work as executed), the total of such omissions shall be added to the final account and included in the project value.

CATEGORY 2 – Continued

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Services.

3. Redecoration

An appropriate additional fee shall be added to the value of works consisting predominantly of redecoration and associated minor repairs.

4. Alterations, repairs and refurbishment

An appropriate additional fee shall be added to the value of works consisting predominantly of alterations or repairs to or refurbishment of existing buildings.

5. Instalments

The Chartered Quantity Surveyor shall be normally entitled to payments by monthly instalments up to the following percentages unless otherwise agreed: -

<u>Stages as set out in Clause 6</u>	<u>Cumulative percentage of Total Fee</u>
During Stages 1 & 2	5%
During Stages 3 & 4	20%
During Stage 5	40%
- Schedule of Rates	40%
- Bills of Approximate Quantities	50%
- Bill of Quantities	60%
During Stage 6	45%
- Schedule of Rates	45%
- Bill of Approximate Quantities	55%
- Bill of Quantities	65%
Stage 7 – During Construction up to Practical Completion	95%
Stage 7 – On completion of Draft Final Account	100%

CATEGORY 2 – Continued

6. Standard Services

The following is a definition of Standard Services: -

STAGE 1

Site suitability, briefing and site report

Attend meeting to establish Clients requirements, phasing, reporting format etc. Visit proposed site, examine site reports and report on the cost implication of development of the site.

Agree programme for each stage of the work.

Liaise with Design Team on all of the above.

STAGE 2

Outline Sketch Scheme

Examine general design concept.

Advise on economics of alternative designs or techniques of construction

Prepare a Budget Estimate of cost.

Agree budget with Client.

Liaise with Design Team on all the above.

STAGE 3

Developed Sketch Scheme

Prepare cost checks as scheme is developed and advise on alternatives to maintain project within budget.

Prepare a detailed cost plan.

CATEGORY 2 – Continued

Advise on future anticipated Inflation.

Prepare expenditure cash flow forecast.

Liaise with Design Team on all of the above.

STAGE 4

Detail Design

Prepare Cost checks as design is developed and advise on alternatives to maintain project within budget

Revise as appropriate detailed Cost Plan.

Update inflation prediction.

Revise cash flow forecast as appropriate.

Liaise with the Design Team.

Stage 5

Tender Documentation

Advise on tendering procedures.

Advise on contract arrangements.

Prepare Bill of Quantities for site development works, substructures and external works, and superstructure bills for different house types.

Prepare Tender forms.

Advise on completion of standard Form of Contract.

Liaise with the Design Team.

STAGE 6

Tender Action and Report

Obtain Tenders.

Examine lowest tender and report thereon.

CATEGORY – Continued

Update expenditure cash flow forecast based on tender.

Negotiate fixed price with Contractor and incorporate in proposed Contract Sum.

Operate a formula fluctuation percentage clause.

Prepare cost analysis or intender contractors tender.

Liaise with the Design Team.

STAGE 7

Construction Stage

Check progress applications and recommend payment.

Monitor and report on costs of variations.

Prepare quarterly cost forecast of the Final Account.

Update cash flow forecast quarterly.

Prepare Final Account including adjustments for variations, measure work.

Negotiate with Contractor.

Report on Final Account.

Carry our preliminary examination and report on delay/disruption and other claims under the contract.

Liaise with the Design Team

7. Partial Services

When the full “Standard Service” is not required and only partial services are provided, fees for the services in each of the work stages shall be agreed between the Client and the Chartered Surveyor at an appropriate level.

CATEGORY 2 – Continued

8. Additional Services

The following are some of the additional services, which may be required: -

1. Prepare feasibility studies.
2. Prepare additional cost analyses of tenders received.
3. Prepare site surveys.
4. Prepare cost estimates for a number of proposed sites.
5. Estimate life cycle costs.
6. Advise on special conditions of contract and drafting special contract conditions.
7. Prepare for alternatives in tender documents.
8. Price Bills of Quantities or negotiate tenders.
9. Prepare and negotiate Bills of Reductions unless the lowest acceptable tender exceeds the amount of the relevant estimate or Cost Plan (when prepared by the Chartered Quantity Surveyor).
10. Examine additional tenders and report thereon.
11. Liaise; meet with other parties such as lawyers, accountants, public auditors, financial institutions, public authorities, grant authorities.
12. Attend site meetings other than at the Chartered Quantity Surveyors discretion.
13. Investigate prospective tenderers (e.g. questionnaire, bank references, meetings etc.).
14. Advise on insurances and bonds.
15. Time management including preparing programmes and reporting and monitoring construction progress.
16. Check materials stored off site.
17. Prepare specifications.
18. Prepare Valuations for partial hand-over purposes.
19. Evaluate, negotiate and agree delay/disruption and other claims under the contract.
20. Work in connection with bankruptcy, liquidation, receivership, examinerships or the determination of the Contract or any Sub-Contract.
21. Work in connection with malicious damage claims

CATEGORY 2 – Continued

22. Services in connection with litigation or arbitration.
23. Carry out work due to delays outside the Chartered Quantity Surveyor's control.
24. Prepare insurance valuations and claims.
25. Health and Safety project supervision.
26. Check adjustments under a Price Variation Clause other than formula fluctuation.

The fee for additional Services shall be by agreement with the Client or shall be calculated on an appropriate time charge basis.

CATEGORY 3

CIVIL ENGINEERING WORKS

This Category of Service relates to the provision of Quantity Surveying services on Civil Engineering Work.

1. Project Value

It is recommended that the project value upon which the fee is calculated shall:-

- 1.1 Be based on the total of the Final Account or the latest estimated cost of the entire project subject to Paragraphs 1.2 to 1.5 below
- 1.2. Include the total value of all increases plus the value of all decreases resulting from the operation of any wage and price variation, government enactment or similar provision, or formula fluctuation adjustment provision in the contract
- 1.3 Include the total value of any work, labour, materials or insurances carried out or provided by the Client which is excluded from the Contractor's Final Account or latest estimated cost but which would normally be included in the Final Account or estimated cost of a construction project.
- 1.4 Exclude any amount deducted by the Contractor in respect of the value of materials obtained on the site.
- 1.5 Include all P.C. Sums, Provisional Sums and Provisional Quantities or expenditure against such sums and quantities and any on-costs and attendances relating thereto.

Where items or sections of the work are omitted by way of variation, at or before acceptance of tender, the fee up to the stage of omission shall be payable.

Where items or sections of the work are omitted by way of a variation, after acceptance of tender (other than PC and Provisional Sums credited for adjustment against work as executed), the total of such omissions shall be added to the final account and included in the project value.

CATEGORY 3 – Continued

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Services.

3. Large Scale Repetitive Projects

An appropriate reduction may be agreed with the Client for very large scale repetitive projects.

4. Alterations, Renovations and Repairs

An appropriate additional fee shall be added for works consisting predominantly of alterations, renovations or repairs.

5. Instalments

The Chartered Quantity Surveyor shall be entitled to payments by monthly instalments during Stages 1 and 2.

6. Standard Services

The following is a definition of Standard Services: -

STAGE 1

Pre-Contract

Advise on tendering procedures and contract arrangements and the selection of tenderers.

Prepare Tender Documents for Main Contract and for Specialist Sub-Contracts (Bill of Quantities, Schedule of Rates or the like).

Examine lowest tender received and report thereon.

Advise on the completion of a standard form of contract.

Prepare expenditure cash flow forecasts.

CATEGORY 3 – Continued

STAGE 2

Post-Contract Services

Check Contractor's progress applications and recommend payments.

Monitor and report on the cost and prepare quarterly cost reports.

Adjust for variations and measure the work in accordance with terms of the contract.

Update expenditure cash flow forecasts.

Adjust the Contract Sum in accordance with the Price Variation Clause.

Prepare the Final Account and make Final Report.

ALL STAGES

Mechanical and Electrical Installations

The standard services defined above reflect the situation where the Services Consultant assumes cost responsibility for the Mechanical and Electrical Installations. The standard Quantity Surveying service includes for incorporating the Services Consultants' estimates, tender reports, interim valuations, cost reports and final account into overall project reports as appropriate.

Chartered Quantity Surveyors are qualified to provide cost control services in mechanical and Electrical Installations and if appointed to do so can provide single point responsibility for the cost control of the entire project, Where Chartered Quantity Surveyors are appointed to provide such a service, an appropriate addition shall be made to the agreed fee.

7. Partial Services

When the "Standard Service" is not required and only partial services are provided, fees for services shall be agreed with the Client or shall be calculated on an appropriate time charge basis.

CATEGORY 3 – Continued

8. Additional Services

The following are some of the additional services, which may be required: -

1. Prepare feasibility studies.
2. Prepare Budget Cost Estimates/Cost Plans/Comparative Cost Studies.
3. Estimate life cycle costs.
4. Advise on special conditions of contract and drafting contract conditions.
5. Price Bills of Quantities or negotiate tenders.
6. Prepare alternatives for incorporation into tender documents.
7. Provide Quantity Surveying Services for Mechanical and Electrical installations.
8. Incorporate Cost Information from others into overall project reports.
9. Examine additional tenders and reporting thereon.
10. Prepare Cost Analysis of tenders received.
11. Prepare Bills of reduction unless the lowest acceptable tender exceeds the amount of the relevant estimate or cost plan (when prepared by the Chartered Quantity Surveyor).
12. Liaise; meet with other parties such as lawyers, accountants, public auditors, financial institutions, public authorities, grant authorities.
13. Attend site meetings other than at the Chartered Quantity Surveyors discretion.
14. Investigate prospective tenderers (e.g. questionnaire, bank references, interviews, etc.).
15. Advise on insurances and bonds.
16. Time management including preparing programmes and reporting and monitoring construction progress.
17. Check material stored off site.
18. Prepare valuations for partial hand-over purposes.
19. Evaluate, negotiate and agree delay/disruption and other claims under the contract.

CATEGORY 3 - Continued

20. Work in connection with bankruptcy, liquidation, receivership, examinership or the determination of the Contract or any Sub-Contract.
21. Services in connection with litigation or arbitration.
22. Carry out additional work due to delay outside the Chartered Quantity Surveyors control.
23. Prepare insurance valuations and claims.
24. Apportion cost of project for taxation or other purposes.
25. Health and Safety project supervision.
26. Check adjustments under a Price Variation Clause other than formula fluctuation.

The fee for additional services shall be by agreement with the Client or shall be calculated on an appropriate time charge basis.

CATEGORY 4

PROJECT MANAGEMENT

This Category of Service relates to the provision of Project Management Services by Chartered Quantity Surveyors who for the purposes of this Scale shall be hereinafter referred to as the Project Manager.

1. Project Value

It is recommended that the project value upon which the fee is calculated shall: -

- 1.1 Be based on the total of the Final Account or the latest estimated cost of the entire project subject to Paragraphs 1.2 or 1.5 below.
- 1.2 Include the total value of all increases plus the value of all decreases resulting from the operation of any wage and price variation, government enactment or similar provision, or formula fluctuation adjustment provision in the contract.
- 1.3 Include the total of any work, labour, materials or insurances carried out or provided by the Client which is excluded from the Contractor's Final Account or latest estimated cost but which would normally be included in the Final Account or estimated cost of a construction project.
- 1.4 Exclude any amount deducted by the Contractor in respect of the value of materials obtained on the site.
- 1.5 Include all P.C. Sums, provisional Sums and Provisional Quantities or expenditure against such sums and quantities and any on-costs and attendances relating thereto.

Where items or sections of the work are omitted by way of variation, after acceptance of tender, (other than PC and Provisional Sums credited for adjustment against equivalent work as executed), the total of such omissions shall be added to the final account and included in the project value.

Where items or sections of the work are omitted at or before acceptance of tender, a partial fee up to the stage of omission, shall be payable.

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Services.

CATEGORY 4 – Continued

3. Exceptionally complex project.

Where the project is exceptionally complex additional fees shall be by agreement with the Client.

4. Instalments

The Project Manager shall be entitled to payments by monthly instalments by agreement with the Client.

5. Standard Services

The following is a definition of standard services:

Outline Brief

Establish client's requirements and prioritise these.

Consultants

Advise on appointment of other consultants including Health and Safety Supervisors.

Establish lines of responsibility, authority and communication with and between consultants.

Check application for payment of fees and make recommendation to the client.

Pre-Construction Stage: Management

Prepare pre-construction programme

In conjunction with other consultants assist Client in formulating scheme brief.

Analyse Clients detailed requirements and brief with the consultants and agree the responsibilities of the consultants in developing and realising the brief.

Establish regular meetings and procedures for meetings.

Arrange for minutes of meetings to be circularised too all concerned.

Co-ordinate site surveys, site investigations etc.

Co-ordinate preparation of planning information, fire certificate information etc.

Monitor progress and report regularly to client.

CATEGORY 4 – Continued

Co-ordinate relations with interested third parties (e.g. tenants, adjoining owners etc.).

Pre-Construction Stage: Tendering and Contract

With consultants recommend the contract type and selection method.

Prepare list of Contractors in association with client and consultants.

Co-ordinate tenders and reports on tenders, make recommendation to client.

Arrange for preparation of contract documentation.

Arrange for appointment and conditions for supervisory staff.

Arrange for works programme to be available before start of works on site.

Arrange pre-contract meeting.

Arrange for minutes of meetings to be circularised to all concerned.

Construction Stage: Management

Establish lines of responsibility and communication with and between consultant and contractor organisations.

Establish framework for monitoring progress and financial control.

Arrange pre-contract meeting.

Arrange for minutes of meetings to be circularised to all concerned.

Co-ordinate resolution of outstanding planning matters etc.

Report regularly to the client.

Construction Stage: Commissioning and Hand-over.

Arrange procedure for hand-over of project.

Co-ordinate inspections, hand-over and commissioning.

Monitor preparation and hand-over of project.

Co-ordinate inspections, hand-over and commissioning.

Monitor preparation and hand-over of maintenance manuals, as-completed drawings, test certificates, final reports, statements, warranties, safety statements and other similar documents.

CATEGORY 4 - Continued

Co-ordinate inspection at end of defects liability period.

Monitor agreement of final account

6. Additional Services

The following are some of the additional services, which may be required: -

1. Advice on site acquisition.
2. Provision of Quantity Surveying Services to be changed in accordance with Scale 1.
3. Management of the construction process for Construction Management projects.
4. Provision of design services.
5. Arrange for move-in, staff relations, public relations and other similar services.
6. Value Engineering Assessments.
7. Advise on special conditions of contract and drafting of special contract conditions.
8. Arrange for alternatives in tender documents.
9. Work in connection with multiple tenancies.
10. Work in connection with bankruptcy, liquidation, receivership, examinerships or the determination of the Contract or any Sub-Contract.
11. Work in connection with malicious damage claims.
12. Services in connection with litigation or arbitration.

The fee for additional Services shall be by agreement with the Client or shall be calculated on an appropriate time charge basis.

CATEGORY 5

LOSS CLAIMS

This Category of Service relates to the preparation of fire or other loss claims, malicious damage claims, schedules of dilapidations and the like.

1. Project Value

It is recommended that the project value upon which the fee is calculated shall be based on the total of the agreed assessment (inclusive of Architect's, Surveyors' and other Consultants professional fees and expenses for reinstatement and exclusive of VAT) disregarding and adjustments by reason, of the operations of a policy limit, indemnity, average or other similar factors.

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Service.

3. Redecoration

An appropriate additional fee shall be added to the value of works consisting predominantly of redecoration and associated minor repairs.

4. Instalments

The Chartered Quantity Surveyor shall be entitled to payment by monthly instalments up to the following percentages: -

Cumulative Percentage of Total Fee

Upon preparation and production Of the claim document	75%
On agreement of the claim	100%

CATEGORY 5 – Continued

5. Standard Services

The following is a definition of Standard Services: -

1. Attend meeting to establish Client requirements.
2. Liaise with the Design Team.
3. Take Instructions from the Client's insurance advisors.
4. Visit the building and take all necessary site notes.
5. Measure on site and/or from drawings, prepare itemised statement or claim and price same.
6. Negotiate and agree claim with Loss adjuster.

Mechanical and Electrical Installations

The Standards Services defined above reflect the situation where the Services Consultant assumes complete cost responsibility for the Mechanical and Electrical Installations. The Standard Quantity Surveying service includes for incorporating the Services Consultants' estimates, reports into overall project reports as appropriate.

Chartered Quantity Surveyors are qualified to provide cost control services in Mechanical and Electrical Installations and if appointed to do so can provide single point responsibility for the cost control of the entire project.

Where Chartered Quantity Surveyors are appointed to provide such a service an appropriate addition shall be made to the agreed fee.

6. Additional Services

The following are some of the additional services, which may be required: -

1. The additional work, if required involved in calculating and negotiating the reinstatement value of the whole insured property in order to agree the application of the Average Clause in a partial loss situation.
2. Services in connection with litigation or arbitration.
3. Services in connection with reinstatement of the loss.
4. Provide Quantity Surveying Services for Mechanical and Electrical Installations.

CATEGORY 6

REINSTATEMENT COST OF BUILDINGS

This Category of Service relates to the Assessment of Reinstatement Costs of Buildings for Insurance Purposes.

1. Project Value

It is recommended that, the project value upon which the fee is calculated shall be based on the assessed cost of each building, including demolition and site clearance but excluding inflation and professional fees.

2. Fee for Standard Service

An appropriate fee shall be agreed between the Client and the Chartered Quantity Surveyor for the provision of Standard Services.

3. Repetition

Where an assessment includes a number of detached blocks with exactly the same superstructures and finishes and where an assessment is prepared for one such block the fee shall be calculated on the total value of the assessment, subject to a reduction of 50% if the fee due for the preparation of the assessment of the value of the second and subsequent superstructures and finishes for which a separate assessment was not prepare.

4. Previous Engagement and Repeat Assessments

Where the Chartered Quantity Surveyor has been engaged upon a building contract providing a "standard service", calculation of replacement costs applicable to those buildings within 12 months of practical completion shall be calculated on an appropriate time charge basis.

The Scale is applicable to initial assessments, but for annual reviews or regular re-assessments, a fee for the service should be by arrangement, having regards to the replacement cost, the amount of work involved and the responsibility.

5. Standard Services

The following is a definition of Standard Services: -

1. Attend meeting to establish Client requirements.
2. Liaise with any other consultants who may be preparing valuations for other items on the same side.
3. Take instructions from the Client's insurance advisors
4. Visit the building and take notes

5. Prepare a valuation of the building comprising unless otherwise agreed. Lump sums for building reinstatement cost, demolition and clearance of site and professional fees with, where appropriate, VAT on each.
6. Such valuation shall
Be based on quantitative information or analysed cost data.

Be based on drawings provided by the Client of sufficient accuracy to enable the valuation to be prepared. When no such drawings are provided and additional fee shall be chargeable.

Be based on full disclosure be the Client of all detail or information in the Client's possession which affect, or may affect, the assessment of the cost of the building.

Be based on the information provided and on such information as may be determined by a visual for any dismantling or opening up, or other investigatory work to disclose the nature or construction of the building, nor for examination of parts of the building not readily accessible.

Be based on costs current at the time of execution of the assessment.

Include for the cost of complying with current building regulations.
7. Advise on the time scale that might be appropriate for reinstatement in the event of total loss.

6. Additional Services

The following are some additional services, which may be required: -

1. Consulting with, meeting or advising insurance companies, brokers, client's advisors, accountants etc., in connection with the assessment.
2. Preparing assessments of inflation.
3. Any dismantling or opening up or other investigatory work to disclose the nature or construction of the building.
4. Preparation of drawings or carrying out site surveyors as necessary to enable the valuation to be prepared.
5. Obtaining advice in relation to any changes to the design or construction necessary to comply with current regulations.

The fee for Additional Services shall be by agreement with the client or construction necessary to comply with current regulations.

SECTION NO 3
SPECIMAN AGREEMENTS

The following are Specimen Agreements for: -

- A - Specimen Agreement for the appointment of Chartered Quantity Surveyors
- B - Specimen Agreement for the appointment of Project Manager

SECTION NO 3A

SPECIMEN AGREEMENT FOR THE APPOINTMENT OF A CHARTERED QUANTITY SURVEYOR

AGREEMENT

For the appointment of a Chartered Quantity Surveyor

Between

And

Published and Copyright by

The Society of Chartered
Surveyors Ireland,
38 Merrion Sq.,
Dublin 2

Date: _____

AN AGREEMENT

Made the.....day of.....20.....

BETWEEN

Of

.....
(hereinafter called "the Client")

AND

.....
(hereinafter called "the Chartered Quantity Surveyor")

Of

.....
WHEREAS the client requires the Chartered Quantity Surveyor to carry out the services
as defined in Appendix A.....
at.....(hereinafter called the project)

AND WHEREAS the Client has resolved to appoint the Chartered Quantity Surveyor for the
project

NOW IT IS HEREBY AGREED as follows: -

1. The Client hereby appoints the Chartered Quantity Surveyor to provide services and the chartered Quantity Surveyor hereby accepts such appointment.
2. The services to be provided be the Chartered Quantity Surveyor shall be as set out in Appendix A.
3. The remuneration to be paid by the Client shall be as set out in Appendix B.
4. Section 1 of the Conditions of Engagement for Chartered Quantity Surveyors attached shall apply.

IN WITNESS whereof the parties hereto have set their hands the day and year first above written

Signature of the Client

.....

Signed be the aforementioned Client in the presence of:-

Name (BLOCK)

Address.....

.....

Occupation.....

Signature of the Chartered Quantity Surveyor

.....

Signature by the aforementioned Chartered Quantity Surveyor in the presence of :-

.....

Name..... (BLOCK)

Address.....

.....

Occupation.....

OR

The Common Seal of the Client has been hereunto affixed and the Common Seal of the Chartered Quantity Surveyor has been hereunto affixed the day and year first above written.

**THE COMMON SEAL OF THE CLIENT
was hereunto affixed in the presence of**

Director.....

Director.....

and Secretary.....

**THE COMMON SEAL OF THE CHARTERED QUANTITY SURVEYOR
was hereunto affixed in the presence of**

Director.....

Director.....

and Secretary.....

APPENDIX 'A'

The services to be provided by the Chartered Surveyor to the client under this agreement shall be:

APPENDIX 'B'

The fee paid by the Client to the Chartered Quantity Surveyor under this agreement shall be:

If at the request of the Client the Chartered Quantity Surveyor provides any service additional to those specified in Appendix 'A' hereof the Client shall pay the following hourly rates :-

Principal, Partner or Director	Name	€.....per hour
	Name	€.....per hour
	Name	€.....per hour
Associate	Name	€.....per hour
Senior Surveyor	Name	€.....per hour
Junior Surveyor	Name	€.....per hour

SECTION NO 3B

SPECIMEN AGREEMENT FOR THE APPOINTMENT OF A PROJECT MANAGER

AGREEMENT

For the appointment of a Project Manager

Between

And

Published and Copyright by

The Society of Chartered
Surveyors Ireland,
38 Merrion Sq.,
Dublin 2

Date: _____

AN AGREEMENT

Made the.....day of.....20.....

BETWEEN

.....
of

.....
(hereinafter called "the Client")

AND

.....
(hereinafter called "the Project Manager")

of

.....
WHEREAS the client requires the Project Manager to carry out the services as defined in
Appendix A.....

at.....(hereinafter called the project)

AND WHEREAS the Client has resolved to appoint the Project Manager for the project

NOW IT IS HEREBY AGREED as follows: -

1. The Client hereby appoints the Project Manager to provide services and the Project Manger hereby accepts such appointment.
2. The services to be provided by the Project Manager shall be as set out in Appendix A.
3. The remuneration to be paid by the Client shall be as set out in Appendix B.
4. Section 1 of the Conditions of Engagement for Chartered Quantity Surveyors attached shall apply.

IN WITNESS whereof the parties hereto have set their hands the day and year first above written

Signature of the Client

.....

Signed be the aforementioned Client in the presence of:-

Name **(BLOCK)**

Address.....

.....

Occupation.....

Signature of the Project Manager

.....

Signature by the aforementioned Project Manager in the presence of :-

.....

Name..... **(BLOCK)**

Address.....

.....

Occupation.....

OR

The Common Seal of the Client has been hereunto affixed and the Common Seal of the Project Manager has been hereunto affixed the day and year first above written.

**THE COMMON SEAL OF THE CLIENT
was hereunto affixed in the presence of**

Director.....
Director.....
and Secretary.....

**THE COMMON SEAL OF THE PROJECT MANAGER
was hereunto affixed in the presence of**

Director.....
Director.....
and Secretary.....

APPENDIX 'A'

The services to be provided by the Project Manager to the client under this agreement shall be:

APPENDIX 'B'

The fee paid by the Client to the Project Manager under this agreement shall be:

If at the request of the Client the Project Manager provides any service additional to those specified in Appendix 'A' hereof the Client shall pay the following hourly rates :-

Principal, Partner or Director Name €.....per hour

Name €.....per hour

Name €.....per hour

Associate Name €.....per hour