

# Conditions of Engagement for Chartered Project Management Surveyors

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# Conditions of Engagement for Chartered Project Management Surveyors

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# Acknowledgments

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- Liam Murphy, LJM Quantity Surveyors and Project Management, Bray, Co. Wicklow.
- Kevin Sheridan, Independent consultant
- Greg Flynn, AECOM, 24 Lower Hatch Street, Dublin 2.
- Paul Mangan, Director of Buildings, Trinity College, Dublin 2.

# Conditions of Engagement for Chartered Project Management Surveyors

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

## Section 1 - Core Services

### 1. Project Value

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

- 1.1 Be based on the total Final Account or the latest estimated cost of the entire project to Paragraphs 1.2 to 1.5 below.
- 1.2 Include the total 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 Contractors 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 to thereto.

Where items or sections of the work are omitted by way of variation, after the 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 Project Management Surveyor for the provision of Standard Services. Definition of Standard Service covered in point 6 below.

### 3. Exceptional complex projects

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

### 4. Instalments

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

### 5. Feasibility

1. Liaise with the Client and Consultants to establish the need for and extent of initial viability studies.
2. In conjunction with the Project Team and any other consultants, advise the Client on the necessity for studies, investigations, surveys, tests or the like.
3. Co-ordinate the preparation of initial viability studies.
4. Co-ordinate and collate the findings from such studies, and report these to the Client

### 6. Standard Services<sup>1</sup>

The following is a definition of general standard services:

#### 6.1 Generally

1. Attend Client, Design, Project, Construction and other meetings as provided under this Appointment.
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.
3. Convene and chair all principal Project meetings.
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 Clients approval.
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.
6. Agree Project reporting and recording procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.
7. Agree financial and progress reporting procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.

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<sup>1</sup>RICS Project Manager Services publication May 2008



8. Monitor the performance of the Professional Team and the Contractor. Report to the Client.
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.
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.
11. Check applications for payment from the Professional Team. Recommend payments to the Client.
12. Check other invoices related to the Project. Recommend payments to the Client.
13. Liaise with the Professional Team, arrange for the preparation and maintenance of cash flow forecasts and other statements monitoring expenditure on the Project
14. Establish client's requirements and prioritise these.

## 6.2 Other Consultants

1. Advise the Client on the appointment of professional teams and ensure that professional indemnity insurance cover is in place annually. Advise the Client on Health and Safety Supervisors (PSDP and PSCS) and the need for staff resident at the Site.
2. Establish lines of responsibility, authority and communication with and between consultants incorporating BIM practices and procedures where appropriate.
3. As Facilities Management (FM) is a critical phase in a project life cycle, advice should be provided, where competent to do so, on the initial construction costs of a project in alignment of the subsequent operation and maintenance costs over the life of the building

## 6.3 Pre- Construction Stage: Design

1. 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.
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.
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.
4. 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.
5. Establish the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist/design sub-contractors.

## 6.4 Pre-Construction Stage: Management

1. Prepare pre-construction programme.
2. In conjunction with other consultants assist Client in formulating scheme brief.
3. Analyse Clients detailed requirements and brief with the consultants and agree the responsibilities of the consultants in developing and realising the brief.
4. Establish regular meetings and procedures for meetings.
5. Arrange for minutes of meetings to be circulated to all concerned.
6. Co-ordinate site surveys, site investigations etc.
7. Co-ordinate preparation of planning information, fire certification, disabled access certification, health and safety plan and all other statutory approvals.
8. Monitor progress and report regularly to the Client.
9. Co-ordinate relations with interested third parties (e.g. tenants, adjoining owners etc.)

## 6.5 Pre-construction Stage: Tendering and Contract

1. Advise on tendering and contractual procurement options which should comply with National and E.U. procedures where appropriate. Prepare recommendations for the Client's approval.
2. Liaise with the Professional Team and prepare a pre-construction report summarising the Project design, cost, programme and risk register
3. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
4. Prepare a risk management strategy. Prepare and maintain a risk register.
5. Advise on suitable tenderers for the Building Contract. Prepare recommendations for the Client's approval.
6. Attend pre and post-tender interviews.
7. Monitor and report to the Client on the procurement process.
8. Advise on the tenderer's design and construction programmes and method
9. Liaise with the Professional Team and prepare a tender report. Prepare recommendations for the Client's approval.
10. Conduct negotiations with tenderers. Obtain documentation from the Professional Team to confirm adjustments to the tender sum. Prepare recommendations for the Client's approval.

11. 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.
12. Obtain confirmation that required insurances are in place prior to commencement of works on the Site.
13. 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.
14. Co-ordinate tenders and reports on tenders, make recommendations to the Client.
15. Arrange preparation of contract documentation.
16. Arrange for works programme to be available before start of works on site.
17. Arrange a pre-contract meeting.
18. Arrange for minutes of meetings to be circulated to all concerned.

## 6.6 Construction Stage: Management

1. Implement a procedure for management of change.
2. Establish lines of responsibility and communication with and between consultant and contractor organisations.
3. Establish a framework for monitoring progress and financial control.
4. Arrange and chair meetings as necessary.
5. Arrange for minutes of meetings to be circulated to all concerned.
6. Co-ordinate resolution of outstanding planning matters etc.
7. Report regularly to the Client on progress, cost, quality and risk.
8. Arrange procedure for hand-over of the project.



# Construction Stage: Commissioning and Hand-over

1. Co-ordinate all test certificates and statutory and non- statutory approvals required from the Professional Team and the Contractor. Prepare recommendations for the Client's approval.
2. Monitor preparation and handover of maintenance manuals, as –completed drawings, test certificates, final reports, statements, warranties, safety plan and other similar documents.
3. Co-ordinate inspection at the end of defects liability period.
4. Monitor agreement of final account.
5. Co-ordinate approvals required from the Professional Team under the Building Contract.
6. 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.

## Supplementary Services

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

1. Advice on site acquisition
2. Management of the construction process for Construction Management projects
3. Provision of design services
4. Arrange for move-in, staff relations, public relations and other similar services.
5. Value Engineering Assessments
6. Advise on special conditions of contract and drafting special contract conditions
7. Arrange for alterations in tender documents
8. Work in connection with multiple tenancies
9. Work in connection with bankruptcy, liquidation, receivership, examinership or the determination of the Contract or any Sub-Contract
10. Work in connection with insurance claims
11. Services in connection with litigation or arbitration.
12. Services in connection with managing and co-ordinating activities relating to a change management programme, including organisational and personal change

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



**SPECIMEN AGREEMENT FOR THE APPOINTMENT OF A CHARTERED  
PROJECT MANAGEMENT SURVEYOR**

**AGREEMENT**

For the appointment of a Chartered Project Management Surveyor

Between

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And

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

**AN AGREEMENT**

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

BETWEEN

.....

OF

.....

(hereinafter called “the Client”)

AND

.....

(herein called the “Chartered Project Management Surveyor”)

Of

.....

.....

**WHEREAS** the Client requires the Chartered Project Management Surveyor to carry out the service as defined in Appendix A.....

At.....(herein called the project)

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

**NOW IT IS HEREBY AGREED** as follows:-

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

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

Signature of Client

.....

Signed by the aforementioned Client in the presence of :

Name .....(BLOCK)

Address.....

.....

Occupation .....

Signature of the Chartered Project Management Surveyor

.....

Signature of the aforementioned Chartered Project Management 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 Project Management 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 PROJECT MANAGEMENT SURVEYOR**

Was hereunto affixed in the presence of

Director.....

Director.....

And Secretary .....

## APPENDIX A

The services to be provided by the Chartered Project Management Surveyor to the Client under the agreement shall be



## APPENDIX B

The fee paid by the Client to the Chartered Project Management Surveyor under this agreement shall be

If at the request of the Client the Project Manager provides any services 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

Dating back to 1895, the Society of Chartered Surveyors [www.scsi.ie](http://www.scsi.ie) Ireland is the independent professional body for Chartered Surveyors working and practicing in Ireland.

Working in partnership with RICS, the pre-eminent Chartered professional body for the construction, land and property sectors around the world, the Society and RICS act in the public interest: setting and maintaining the highest standards of competence and integrity among the profession; and providing impartial, authoritative advice on key issues for business, society and governments worldwide.

Advancing standards in construction, land and property, the Chartered Surveyor professional qualification is the world's leading qualification when it comes to professional standards. In a world where more and more people, governments, banks and commercial organisations demand greater certainty of professional standards and ethics, attaining the Chartered Surveyor qualification is the recognised mark of property professionalism.

Members of the profession are typically employed in the construction, land and property markets through private practice, in central and local government, in state agencies, in academic institutions, in business organisations and in non-governmental organisations.

Members' services are diverse and can include offering strategic advice on the economics, valuation, law, technology, finance and management in all aspects of the construction, land and property industry.

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