#### **COST MANAGER / QUANTITY SURVEYOR**

#### JIC - NGI

## SCHEDULE OF SERVICES TO BE PROVIDED

#### GC/WORKS/5 GENERAL CONDITIONS FOR THE APPOINTMENT OF CONSULTANTS (1998)

As amended for JIC - NGI Project.

All consultant services are arranged generally over the five GC Works stages as outlined below:

#### **GC Works Stage RIBA 2013 Plan of Works Equivalent** Stage 1 Covering inception of the Project. Stages 0 - 2 Stage 2 Covering the development of the design Stages 3 - 4 and the preparation of tender documents. Stage 3 Covering tender stage. Procurement Stage 4 Covering the construction and operations Stage 5 on site. Stage 5 Covering completion. Stages 6 - 7

### **GENERAL DUTIES (ALL STAGES)**

- 1. The Cost Manager shall act under the Terms and Conditions of the Contract as detailed in the Tender. The CM will also be required to assist the Employer and its Procurement Advisor in the procurement and evaluation of the <u>Lead Consultant</u>.
- 2. Provide Cost Management and Quantity Surveying services as required to support the Project Manager in providing cost advice and cost management for the project from appointment to completion.
- 3. Liaise with other consultants on the project team and ensure that the services listed hereunder are fully co-ordinated with the services provided by those consultants.
- 4. Participate in the operation of an early warning system whereby the Cost Manager shall notify the Employer, other consultants and contractor as soon as the Cost Manager is aware of a matter that may adversely affect the project or its performance.
- 5. Co-operate at all times with the Principal Designer and Principal Contractor in respect of the Construction (Design and Management) Regulations (CDM Regulations).
- 6. Attend meetings with the Project Manager, Employer, Design Team, other consultants and principal contractor as necessary for the performance of the services. Participate in workshops, and advise on the cost effect of alternative designs proposed by other Consultants.
- 7. Actively participate in the design development process. Be aware of the other Consultant's duties and provide assistance and support to achieve the Employer's objectives. Provide constructive comments and advice on the other Consultant's proposals and suggest possible alternative solutions.
- 8. Assist the Project Manager and other consultants in undertaking active risk management and value management exercises including for whole life cycle costing for all principle elements of the construction. Compare the design solutions with the Employer's objectives and suggest areas for discussion with the Project Team and the Employer where value can be enhanced and unnecessary expenditure can be eliminated. Visit the Other Consultant's offices as appropriate to review the design in progress and comment to the Employer and the Project Team.

- 9. Promote adherence to the principles of the OGC 'Achieving Excellence in Construction' and support the Employer in achieving the objectives for this project. Assist the Project Manager to provide all necessary information and advice to support the OGC Gateway process and other third-party reviews and audits (including National Audit Office (NAO), Research Councils Internal Audit Service (RCIAS), Peer Reviews). Attend any external reviews if requested to do so.
- 10. The Employer, Project Manager, Cost Manager, other Consultants, Contractor and all others involved with the project will work closely together to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project on time and to budget.
- 11. Ensure that all current best practice (for example: Achieving Excellence, including Risk and Value management and whole life costing, sustainable development, design quality, health & safety and Gateway Reviews) is applied to the cost management services.
- 12. Throughout the duration of the project, provide monthly cost reports including budget, forecast and spend profile, for both capital and whole life cost in an agreed format in line with the reporting periods.
- 13. Assist the Employer and the Project Manager in the preparation of contract documentation and act as an evaluation team member for other procurements including construction works contracts.
- 14. Advise on the effect of market conditions, including forecasts of construction cost inflation.
- 15. Periodically through the project, and as requested by the Project Manager or the Employer, provide cost benchmarking studies, to an agreed scope and format.
- 16. Assist the Employer in monitoring the total scheme cost of the project.
- 17. Together with the Employer and other Consultants, develop, implement and maintain and use a project collaboration tool for the sharing of drawings, specification and key project information from RIBA Stage 3 onwards only.
- 18. Together with the Employer, Contractor and other Consultants, proactively manage and control costs using a design-to-budget ethos to ensure that the project is delivered within the approved business case financial parameters.
- 19. A BISRIA soft landings approach will be adopted throughout the project and all consultants shall support this within the provision of their services.
- 20. Provide support to the Employer with the provision of reports in their prescribed format.

#### **DUTIES OF THE QUANTITY SURVEYOR**

#### GC/WORKS/5 GENERAL CONDITIONS FOR THE APPOINTMENT OF CONSULTANTS (1998)

- All duties indicated with a '\*' below are additional services over and above the standard GC Works 5 consultant services.
- All duties in <u>blue text with double underline</u> indicate amendments to the standard GC Works 5 consultant services.
- All duties with a strikethrough indicate standard GC Works 5 consultant services not applicable to this
  Appointment.

### STAGE 1: Inception [RIBA Plan of Work Stages 0 - 2]

- A3.1.1 The Quantity Surveyor shall include for the inspection of the property and the identification and pricing of works of alteration or repair, undertake an inspection of the property and prepare an estimate of the and submit a report to the Employer. The report to include:
  - a description and address of the property;
  - a description of the Works covered by the estimate;
  - the dates during which the inspection was undertaken;
  - the name and qualification of the person who carried out the inspection and who prepared the estimate of the cost of the Works;
  - a breakdown of the estimate to the extent indicated in the Employer's instructions;
  - whether, and to what extent, the information on which the estimate was based, was obtained by others;
  - supporting photographs if relevant;
  - the assumed start and completion dates on which the estimate (which should be based on a firm price tender) has been based;
  - the name and qualification of the person signing the report who should be a Partner or Director of the Quantity Surveyor.
- A3.1.2 Receive an initial brief from the Employer.
- A3.1.3 Contact other Consultants on the Project Team and ensure that the Services listed hereunder are fully co-ordinated with the Services provided by those Consultants.
- A3.1.4 In discussion with the Employer provide such cost advice as is necessary in order to assist the Employer in establishing a brief for the Project and financial limits.
- A3.1.5 Provide a preliminary cost plan for the Project in sufficient detail to assist the other members of the Project Team to develop their design within the overall cost limit approved by the Employer.
- A3.1.6 In liaison with the other members of the Project Team, undertake such further cost studies as may be necessary in order to submit proposals and options to the Employer and, in cooperation with the other members of the Project Team, undertake all work necessary to obtain the Employer's approval to proceed on the basis of the agreed proposals.
- A3.1.7 <u>Support the undertaking of Undertake</u> risk assessments <u>and provide costs advice against the risk register (produced by others).</u>
- A3.1.8 Undertake value management exercises.
- A3.1.9 Obtain the Employer's approval to proceed with the services identified in Stage 2.
- A3.1.10\* Undertake a review of the Employer's existing feasibility study cost estimate (prepared by Others) and notify the Employer of any potential cost risk items within these documents you become aware of in carrying out this review.
- A3.1.11\* Visit site.

- A3.1.12\* Advise the Employer on methods of achieving cost effective design, including design by the Contractor or specialist sub-contractors.
- A3.1.13\* Prepare a whole life cost estimate for the project.
- A1.1.14\* Provide support to a Change Control Procedure based on comments related to the project brief, obtaining input from other members of the Project Team as required.

# STAGE 2: Development of the design and the preparation of tender documentation [RIBA Plan of Work Stages 3 – 4 and including Procurement]

- A3.2.1 Monitor design development against approved cost targets and continue that monitoring up to tender stage.
- A3.2.2 Provide such cost advice on alternative design solutions up to tender stage as is necessary and ensure that the final solutions adopted are within the overall cost for the Project approved by the Employer.
- A3.2.3 Prepare <u>detailed cost plans</u> a final cost plan for the Project based on the approved cost and the anticipated start and completion dates and, thereafter, monitor the development of the <del>scheme</del> design against that cost plan up to tender stage—and report any anticipated difficulty to the Employer including proposals for overcoming that difficulty and obtain the Employer's instruction in sufficient time to allow corrective action to be taken. <u>The cost plan shall include whole life costs for the project.</u>
- A3.2.4 Where the Employer has indicated the possibility of a change to the agreed brief during the design phase, inform the Employer of the cost and programme implications and obtain the Employer's instructions.
- A3.2.5 Consider the most suitable options for the procurement of the Works and, following discussion with other consultants who may be appointed, make recommendations to the Employer and obtain instructions.
- A3.2.6 Obtain drawings or other necessary information from the other members of the Project Team and prepare schedules, bills of quantities or other documents necessary for the placing of contracts.
- A3.2.7 In liaison with the other members of the Project Team, make recommendations to the Employer on the suitability of firms who may be invited to submit tenders for the Works and any specialist works and obtain instructions. <u>Assist the Project Manager and the Employer in the preparation and provision of tender documentation.</u>
- A3.2.8 In liaison with the other members of the Project Team, ensure that all schedules, bills of quantities or other documents necessary for placing of contracts for completion are completed and fully co-ordinated, are in accordance with the brief approved by the Employer and are available on the programmed date.
- A3.2.9 Ensure that a pre-tender <u>estimate</u> <del>cost check</del> is prepared based on the tender documentation and inform the Employer of the result of that check.
- A3.2.10 Agree with the Employer final arrangement for the obtaining of tenders.
- A3.2.11 <u>Support the undertaking of Undertake</u> risk assessments <u>and provide cost advice against the risk register (produced by others).</u>
- A3.2.12 Undertake value management exercises.
- A3.2.13 Obtain the Employer's approval to proceed to Stage 3.
- A3.2.14\* Assist the Project Manager and the Employer in the review of the pre-purchase of any materials or products which may be subject to long delivery periods, and consider regulatory restrictions imposed by OJEU on procurement of the same.
- A3.2.15\* Assist the Project Manager and the Employer in the review of the procurement of any fixtures and fittings to be purchased direct by the Employer.

- A3.2.16\* Assist the Project Manager in establishing rigorous cost control procedures and use all reasonable endeavours to ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained.
- A3.2.17\* Provide support to the Change Control Procedure.

# STAGE 3: Covering tender stage (including both first and second stage tenders under the two stage design and build contract) [RIBA Plan of Work Stages – Procurement]

- A3.3.1 In liaison with the other members of the Project Team, and in conjunction with the Employer's Procurement Consultant, use all reasonable endeavours to support the invitation of invite tenders from contractors included on the list approved by the Employer and, in accordance with the Employer's instructions, arrange for tenders to be returned direct to the Employer in accordance with the Employer's tendering procedures.
- A3.3.2 Copy all correspondence regarding the obtaining of tenders direct to the Employer.
- A3.3.3 As the Employer may require, provide costs for the purposes of calculating the fees of other consultants.
- A3.3.4 Carry out an arithmetical and technical check of the contractors priced documents prior to producing a tender report to the Employer.
- A3.3.5 In liaison with the other members of the Project Team, <u>attend tender interviews (if required)</u>, report on the tenders received, make recommendations to the Employer and advise on any corrective action which may be required if the lowest tender is higher than the approved cost for the Works and obtain the Employer's instructions.
- A3.3.6 Obtain the Employer's decision regarding the acceptance of a tender <u>and implement the Employer's instructions.</u>
- A3.3.7 In liaison with the other members of the Project Team, provide the Employer with documents necessary for entering into the Work's contract.
- A3.3.8 Report to the Employer on the anticipated cash flow.
- A3.3.9 <u>Support the undertaking of Undertake</u> risk assessments <u>and provide cost advice against the risk register (produced by others).</u>
- A3.3.10 Undertake value management exercises.
- A3.3.11 Obtain the Employer's approval to proceed to Stage 4.
- A3.3.12\* Once the Employer is ready to enter into the Building Contract, confirm to the Project Manager in writing that so far as it concerns matters within your responsibility or knowledge, a state of readiness has been achieved for construction to commence and to proceed in accordance with the proposed construction programme, or notify the Project Manager of any respects in which that is not the case.
- A3.3.13\* Prepare a whole life cost estimate for the project.
- A3.3.14\* Provide support to develop and manage a Change Control Procedure based on comments related to the Contractor prepared design document.

#### STAGE 4: Covering the construction and operations on site [RIBA Plan of Work Stage 5]

- A3.4.1 In collaboration with the other Project Team members, assist the Project Manager in administering the terms of the Works contract during operations on site and relating to the completion of the Works including (but not limited to) all activities in connection with the adjudication of disputes between the Employer and the Contractor.
- A3.4.2 Attend the regular meetings with the Contractor and other members of the Project Team and provide advice on the cost position of the Project relative to the overall cost of the Works approved by the Employer and recommend any corrective action which may be necessary.
- A3.4.3 In liaison with the other members of the Project Team, ensure that rigorous post contract cost control procedures are established, including informing the Employer of the estimated cost

- <u>effect of any proposed/ anticipated variation</u>, in order to ensure financial control covering the issue of instructions which vary the Works and the issue of cost reports to the Project Manager and ensure that the instructions are fully in accordance with Condition 27 (Variations).
- A3.4.4 Visit the site at such intervals as are necessary in order to be fully aware of all matters which could affect the cost of the Works.
- A3.4.5 Produce financial statements at monthly intervals or at such other intervals as shall be agreed showing the current financial position of the Project and a forecast of the cost at completion and submit directly to the Project Manager and copy to the Employer and the other Consultants on the Project Team.
- A3.4.6 Value work in progress including the adjustment for variations in accordance with the construction contract and make recommendations to the Project Manager or direct to the Employer as applicable in accordance with the Construction Contract
- A3.4.7 Throughout the course of the Works contract, liaise with the <u>Project Manager and the</u> Contractor and, as necessary, with others, in order to ensure that settlement of all accounts for the Works are achieved within the stipulated period.
- A3.4.8 Alert the Employer, the Project Manager and the other members of the Project Team to the possibility of receiving claims from the Contractor and, if such claims are submitted, keep the Employer and others fully informed of the impact at all stages.
- A3.4.9 If instructed and in co-operation with the <u>Employer and</u> other members of the project team concerned, evaluate claims and make recommendations to the <u>Employer</u>. Contribution into formal legal proceedings will be subject to the payment of an additional fee
- A3.4.10 As requested by the Employer, or by Project Manager or other members of the Project Team, provide estimates of cost of proposed variations to the Project.
- A3.4.11 At such intervals as may be necessary, update the forecast of cashflow and inform the Employer accordingly.
- A3.4.12\* Provide support to develop a Change Control Procedure based on comments related to the Contractor prepared design document.
- A3.4.13\* Provide support to review and advise on cost issues related to reconciliation of design proposals and contractual requirements via the Request for Project Manager's Instruction (RPMI) process.

#### STAGE 5: Covering completion [RIBA Plan of Work Stage 6-7]

- A3.5.1 <u>Liaising with the Project Manager and Employer as necessary, negotiate and</u> prepare a final account or accounts for the Contractor and any specialist Sub-Contractors in accordance with the terms of the contract.
- A3.5.2 Provide a detailed statement of final cost to the Project Manager and the Employer.
- A3.5.3 Make recommendations for final payment.
- A3.5.4 In the event of any arbitration or litigation resulting from the Project prepare any necessary documentation and reports and, if required by the Employer, attend any hearings acting as a witness (and subject to the payment of an additional fee in accordance with Condition 46 (Payment for changed Services and variations).
- A3.5.5\* Assist the Project Manager in preparing a completion report to the Employer showing:
  - a comparison between the out-turn cost and the approved budget cost;
  - the actual expenditure against sums included in the contract for specialist works and provisionally measured work;
  - the costs included against any Variation of Price Condition;
  - the expenditure against approved variations and additional Works authorised by the Employer;
  - a comparison of programme dates against actual dates achieved;
  - any lessons obtained from the scheme which could be applied to future Projects;

- the performance of Project participants.
- A3.5.6\* If requested by the Employer, provide soft landing support towards operational readiness for an initial aftercare period of eight months' post completion