Services

**Section 1 – Scope of Services as Project Manager**

**Part A**

**General Duties**

1. Discuss and consider with the Employer its requirements and objectives, and review the Employer's priorities, relating to the Project. As part of this exercise, the brief will be further developed in consultation with the Employer and the other consultants incorporating all the Employer's requirements and objectives.
2. So perform the Services and Additional Services, if any, (i) so as best to meet the Employer's requirements and objectives as set out in the brief and in any Building Contract entered into and (ii) to use reasonable means, as far as it is within the Consultant's reasonable control, the completion of the Project on time, within budget and to the performance and quality standards as set out in the brief and in the Building Contract or otherwise agreed in writing with the Employer.
3. Co-ordinate and integrate the services provided by the other consultants during both the pre and post contract periods and the activities of the Contractor in relation to the Project. Generally, monitor and report to the Employer upon the activities and performance of the other consultants under their professional appointments and of the Contractor under the Building Contract.
4. Act as a direct interface between the Employer, the other consultants, and the Contractor and so perform the Services and co-ordinate the activities of the other consultants and the Contractor to meet the Employer's objectives and requirements set out in the Brief and in any Building Contract or otherwise agreed in writing with the Employer.
5. Advise upon and assist with the negotiation of the terms of additional consultant appointments, including the scope of their services, fees and collateral warranties in favour of third parties and liaise as appropriate with the Employer's legal advisers in connection therewith.
6. Check the existence and monitor the renewal of the professional indemnity insurance of the Professional other consultants in relation to the Works and obtain for the Employer broker's letters confirming the terms of such insurance.
7. Assist in the establishment of a management structure and procedures for the Project (to be approved by the Employer) with clear lines of responsibility, command and communication in respect of all participating parties and with clear definition of the responsibilities of and of the interface between all such parties.
8. Assist the Employer in establishing financial management procedures (to be approved by the Employer) for controlling the cost to the Employer of the Project.
9. Submit to the Employer, on a monthly basis, written reports and all other relevant information as to the current status of the Project relevant to the Consultant's appointment having liaised with the Contractor and the other consultants as appropriate.
10. Attend monthly meetings with the Employer and, as appropriate, the other consultants and the Contractor and as may be specifically requested by the Employer, the Contractor or the Architect from time to time. Take and distribute to the Employer the minutes of such meetings, if appropriate.
11. Inform the Employer, the other consultants and the Contractor of the need to make or give decisions, approvals or recommendations and/or to supply information in relation to the Project by "critical" dates so as to avoid delay.
12. At the Employer's request, provide such information and documentation in relation to the Project as may be required from time to time by any persons interested in the Project.
13. Co-operate with and assist the Architect in his duties in relation to the Project and, in particular, in connection with his role as leader of the design team.
14. Generally provide all services which would reasonably be expected of a firm of Project Manager’s in relation to a project of the same nature, size, scope and complexity as the Project.

**Part B**

**Specific Duties**

1. Obtain from the Employer all information relevant to the performance of the Services and Additional Services, if any.
2. Inspect the Site on a monthly basis to review progress of the Contractor against the contract programme.
3. Visit the Site and carry out an initial appraisal.
4. In conjunction with the other consultants, advise the Employer on the need for arrangements to be made for the carrying out of surveys and investigations in relation to the Site;
5. Use all reasonable endeavours to ensure that the other consultants and the Contractor (as appropriate) obtain all necessary building regulation approvals and all other statutory approvals and consents in the proper manner and at the proper time and that all applications relating thereto are diligently pursued.
6. Monitor the activities of the members of the Design team with respect to the development of the detailed design proposals into a scheme design complete with drawings, specification documents and samples of materials to be incorporated in the Works.
7. Assist the Architect to obtain the Employer's approval as to the type of construction, quality of materials and standard of workmanship required for the Works.
8. Monitor the Architect's and/or Planning Consultants applications for planning permission.
9. Use all reasonable endeavours to ensure that the designs and specifications for the Project are compatible with the agreed budget for the Project.
10. Monitor the progress of the design work relating to the Works and use all reasonable endeavours to ensure that the design programme is adhered to and that all designs are submitted by the Architect or Contractor (as the case may be) to the Employer for comment and/or approval in good time having regard to the Project programme.
11. Use all reasonable endeavours to ensure that the other consultants and the Contractor obtain all necessary building regulation approvals and all other statutory approvals, consents or waivers in the proper manner and at the proper time and that all applications relating thereto are diligently pursued.
12. Use all reasonable endeavours to ensure the Contractor's co-ordination of the production, distribution and approval of all production information, working and construction drawings, catalogues, samples, equipment details and all other pertinent documents relating to the Works.
13. Use all reasonable endeavours to ensure the consultant team recommend to the Employer a list of main contractors from whom tenders should be invited in respect of the Building Contract.
14. Use all reasonable endeavours to ensure the necessary approvals of the Employer for the advance ordering of plant, materials and equipment for the Works with long delivery periods has been sought.
15. Use all reasonable endeavours to ensure through the other consultants and the Contractor the work of the gas, water, telephone and electricity utilities concerned with the execution of the Works.
16. Use all reasonable endeavours to ensure during the construction stages management services to monitor the progress of the Works including visiting the Site as and when required.
17. Use all reasonable endeavours to ensure that design information is issued by the Other consultants, in accordance with the Project programme for the Project.
18. Monitor the Design team's co-ordination of the production, distribution and approval of all design and production information, working and construction drawings, catalogues, samples, equipment details and all other pertinent documents relating to the Project and the Works.
19. Together with the Principal Designer, advise on the Contractor's procedures for health & safety.
20. Monitor the establishment and update of a project cost plan for the Project and advise the Employer on anticipated cash flow to facilitate payments under the Building Contract and the appointments of the other consultants.
21. Monitor the following financial services to be undertaken by the Project Quantity Surveyor:-
    1. submit monthly financial reports to the Employer incorporating data from the other consultants and highlighting the impact of any variations to the Project cost plan and cash flow(s);
    2. review previous financial advice to the Employer in respect of the cost of the Project in the light of tenders received;
    3. up-date financial reports to the Employer in light of design development and changes; and
    4. report to the Employer on the financial impact of delays to the Project programme, extensions of time claimed by and/or granted to the Contractor and possible and actual disruption to the regular progress of the Works.
22. In a format and system to be agreed provide to the Employer on a monthly basis a form of written reports or communication / detailed information on the progress of the Project, including (without limitation):
    1. actual expenditure compared to the Project cost plan and the estimated cost to completion;
    2. actual progress of the Project compared to the Project programme and the work uncompleted; and
    3. actual and anticipated changes and their impact on the Project.
23. Assist the EA in verifying any claims for extensions of time or additional payments made by the Contractor under the Building Contract and advise the Employer as to their anticipated impact upon the Project programme and Project cost plan.
24. Use all reasonable endeavours to ensure monitoring of the activities of the Contractor with respect to the testing and commissioning of the electrical and mechanical services and systems incorporated within the Works with a view to achieving their efficient and correct operation at practical completion of the Works.
25. Prior to practical completion of the Works, arrange for the Employer to receive the necessary information for the purposes of insuring the Works.
26. Assist the EA in dealing with the settlement of the final account under the Building Contract and, in conjunction with the other consultants, recommend the negotiated account to the Employer for agreement. Extent limited to a maximum of 2 months involvement post PC thereafter time charged on the agreed rates.
27. Use reasonable endeavours to ensure that all final accounts are dealt with in accordance with the relevant contract conditions applicable thereto and that all claims in relation to the Project are settled.
28. In consultation with the other consultants, monitor the progress of remedial works to the Works and the release of retention monies in accordance with the Building Contract.
29. Assist the Employer in resolving any dispute and settling all claims arising under the Building Contract. Extent limited to a maximum of 2 months involvement post PC thereafter time charged on the agreed rates.
30. Co-ordinate the execution and delivery of all collateral warranties from members of the other consultants, the Contractor and his sub-contractors to be given in favour of the Employer and third parties.