



## **SERVICE BRIEF – LOT C3 BUILDING SURVEYING SERVICES**

The following service brief is based on the RICS standard for Building Surveyor Services.

Please note that the Client requires a one-stop service and where the RICS brief refers to the professional team the framework consultant will be expected to coordinate a comprehensive service which embraces measured and dilapidation surveys, design, cost consultancy, Principal Designer, Health and Safety Advisor, Party Wall Surveyor (where applicable) and SAP calculations together with all contract administration.

The appointed practice shall demonstrate reasonable skill and care as is expected of a person deemed competent to undertake the role.

ICN is committed to Equal Opportunities, and you will be expected to uphold the spirit of this commitment in all your dealings on behalf of each ICN member.

### **1. General**

	<b>Description of Services</b>
1.1	Attend Client, Design, Project, Site and other meetings as provided under this Appointment.
1.2	Issue instructions, on behalf of the Client, to the Professional Team and Principal Contractor in accordance with the terms of their Appointments/the Building Contract.
1.3	Agree Project reporting and recording procedures with the Client, the Professional Team and the Contractor. Implement agreed procedures.
1.4	Monitor the performance of the Professional Team and the Principal Contractor. Report to the Client.
1.5	Prepare regular/monthly design, quality, cost and programme reports. Advise the Client of any decisions required and obtain authorisation.

### **2. Preparation**

	<b>Description of Services</b>
2.1	Liaise with the Client and the Professional Team to determine the Client's initial requirements and to develop the Client's Brief. Establish and review approval, variation and reporting procedures. Prepare recommendations for the Client's approval.

2.2	Liaise with the Professional Team and advise the Client on structural, building, measured and other surveys and Site investigations including condition reports, soil reports, etc.
2.3	Prepare a measured survey/condition survey or other report on the Site or any existing buildings on the Site. Produce dimensioned drawings, schedule of condition and other record documents.
2.4	Visit the Site and carry out initial inspections. Advise the Client on areas of concern.
2.5	Carry out a desktop study of archive material. Prepare a report and advise the Client.
2.6	Liaise with the Professional Team and advise the Client on statutory or other approvals required and fees due in respect of the Project. Recommend payments to the Client.
2.7	Advise on the cost of the Project. Advise on the cost of alternative design and construction options.
2.8	Advise on the Programme for the design and construction of the Project.
2.9	Visit the Site and/or the Project and review record drawings and/or other information provided by the Client. Prepare a written feasibility report for the Client on the adequacy of the information supplied.
2.10	Prepare an initial appraisal for the Project, including advice and recommendations on the technical feasibility of the works required, their approximate costs, their design and construction programme and any statutory or other approvals required.
2.11	Liaise with the Professional Team and prepare outline proposal(s) for the Project, including advice and recommendations on the technical feasibility of the works required, the quality standards required, their approximate costs, their design and construction programme and any statutory or other approvals required. Prepare recommendations for the Client's approval
2.12	Liaise with the Client and the Professional Team and advise the Client on alternative development options including redevelopment, refurbishment or alteration.
2.13	Liaise with the Professional Team and prepare detailed design proposal(s) for the Project including advice and recommendations on the technical feasibility of the works required, the quality standards required, their approximate costs, their design and construction programme and any statutory or other approvals required. Prepare recommendations for the Client's approval.
2.14	Liaise with the Professional Team and establish a structure and procedure for design and quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
2.15	Establish the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist/design subcontractors.
2.16	Prepare and submit planning, Building Regulations or other statutory applications. Conduct negotiations on behalf of the Client.

2.17	Liaise with the Professional Team and prepare a pre-construction report for the Project including advice and recommendations on the technical feasibility of the works required, the quality standards required, their approximate costs, their design and construction programme and any statutory or other approvals required.
2.18	Advise the Client on any statutory or other consents that may affect the feasibility proposals including planning, legal, Building Regulations, and ownership and neighbourly matters.

### 3 Tendering and Procurement

	Description of Services
3.1	Liaise with the Professional Team and identify any specialist/proprietary building components and systems. Prepare recommendations for the Client's approval.
3.2	Advise on tendering and contractual procurement options and suitable tenderers for the Building Contract. Prepare recommendations for the Client's approval.
3.3	Prepare, or obtain from the Client/ Professional Team, all tender documentation including drawings, surveys and specifications. Monitor and report to the Client the procurement process.
3.4	Lead and manage the procurement process with a view to appointing: <input type="checkbox"/> The Contractor. <input type="checkbox"/> Major subcontractors or suppliers.
3.5	Attend pre- and post-tender interviews as required.
3.6	Liaise with the Professional Team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the tender documents and the tenders received. Prepare recommendations for the Client's approval.
3.7	Advise on the tenderers' design and construction programmes and method statements
3.8	Liaise with the Professional Team and prepare, or obtain from the Professional Team, cost and design studies to assess alternative contractors' proposals. Prepare recommendations for the Client's approval.
3.9	Conduct negotiations with tenderers. Prepare documentation to confirm adjustments to the tender sums. Prepare recommendations for the Client's approval.
3.10	Provide a Value for Money/Tender Report as appropriate. Reports must include relevant cost benchmarking of the tender sum against both ICN and other non-ICN relevant and comparable schemes to demonstrate value for money. The Value for Money/Tender Report must, as a minimum, provide all information required for internal and external reporting as set out in the template included at Appendix 1 herein.

#### 4. Enabling Works

	Description of Services
4.1	Advise the Client on specialist services, including consultants, contractors, subcontractors and suppliers required in connection with the Project.
4.2	Advise the Client on demolition, strip-out, Site investigation and enabling works contracts required prior to the commencement of the Building Contract.
4.3	Liaise with the Professional Team and procure demolition, strip-out, Site investigation and enabling works contracts required prior to commencement of the Building Contract.
4.4	Manage, on behalf of the Client, demolition, strip-out, Site investigation and enabling works as they proceed.

#### 5. Health and Safety

	Description of Services
5.1	Liaise with the Professional Team and advise the Client of its obligations under Building Surveyor Services – England and Wales Construction (Design and Management) Regulations 2015 (CDM Regulations).
5.2	Comply with the CDM Regulations insofar as they relate to this Appointment.

#### 6. Appointing the Professional Team

	Description of Services
6.1	Advise the Client on the selection, the terms of appointment and fee structures for the Professional Team. Conduct negotiations with, and prepare and complete the forms of appointment for, the Professional Team.
6.2	Advise the Client on the Professional Team's professional indemnity insurance cover. Annually confirm cover remains in place.
6.3	Advise the Client on the need for staff resident at the Site.

#### 7. Executing the Project

	Description of Services
7.1	Administer the terms of the Building Contract and advise on additional works required by third parties.
7.2	Liaise with the Professional Team and prepare a scheme design, or similar, report for the Project including advice and recommendations on the technical feasibility of the works required, the quality standards required, their approximate costs, their design and construction programme and any statutory or other approvals required.
7.3	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 subcontractors/ suppliers.
7.4	Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
7.5	Liaise with the Professional Team and prepare and maintain a project design strategy identifying the roles and responsibilities of the Client, the Professional Team, the Contractor and specialist subcontractors/suppliers. Establish review,

	approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
7.6	Liaise with the Professional Team and prepare a pre-construction report for the Project including advice and recommendations on the technical feasibility of the works required, the quality standards required, their approximate costs, their design and construction programme and any statutory or other approvals required.
7.7	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.
7.8	Obtain confirmation that required insurances are in place prior to commencement of works on the Site.
7.9	Prepare, or obtain from the Client and the Professional Team, contract drawings and specifications. Liaise with the Client's legal advisers, prepare the contract documents and deliver to the Client and the Contractor for completion.
7.10	Prepare, or obtain from the Client/Professional Team/Contractor/subcontractor(s)/supplier(s), production information required to execute the Project.
7.11	Agree approvals required from the Professional Team under the Building Contract. Administer the Building Contract.
7.12	Convene and chair regular/monthly Site meetings with the Client, the Professional Team, the Contractor and, where appropriate, subcontractor(s) or supplier(s). Take minutes of the matters discussed and issue copies of minutes to the Client, the Professional Team, the Contractor and such other persons attending the meeting.
7.13	Liaise with the Client and the Professional Team and conduct negotiations with the Contractor. Prepare documentation to confirm the agreements reached.
7.14	Visit the Site periodically and assess the progress of the Project for interim payment purposes. Liaise with the Professional Team and prepare recommendations for interim payments to the Contractor.
7.15	Advise, or obtain advice from the Professional Team, on the cost and programme effect of variations prior to the issue of instructions under the Building Contract.
7.16	Agree the cost of instructions, excluding loss and expense claims, issued under the Building Contract.
7.17	Obtain authorisation from the Client for additional costs where the Consultant's limit of authority is exceeded.
7.18	Undertake regular Site inspections. Obtain progress and quality reports from Site staff representing the Client, the Professional Team and the Contractor.
7.19	Agree all test certificates and statutory and non-statutory approvals required from the Professional Team and the Contractor. Prepare recommendations for the Client's approval.
7.20	Liaise with the Client, the Professional Team and the Contractor and prepare and maintain a handover plan, or similar management tool, identifying the roles and responsibilities of the Client, the Professional Team and the

	Contractor. Establish review, approval, variation and reporting procedures. Prepare recommendations for the Client's approval.
7.21	Advise on the rights and obligations of the parties to the Building Contract.
7.22	Liaise with the Client, the Professional Team and the Principal 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 Principal Contractor.
7.23	Monitor the flow of defects during the first 12 months and assess the cause of any defect trends. If required, prepare a written report for the Client with written recommendations for rectification works. Ensure at all stages that defects are corrected.
7.24	To undertake inspections at Making Good Defects stage and issue a Notice of Completion of Making Good.
7.25	Facilitate agreement to the final account or similar financial statement from the parties to the Building Contract. This includes the assessment of loss and expense claims and the recovery of liquidated and ascertained damages.
7.26	The Building Surveyor will collate, check, maintain and update as appropriate (in conjunction with the Principal Contractor) a Health and Safety file to be used post-handover by the end user. This file should be in a format agreed with the commissioning Client. The Building Surveyor is to check and sign off the final information provided.

## 8. Contractual Services

	Description of Services
8.1	Provide specialist building surveying advice on the interpretation of Building Contracts and the practical impact of terms and conditions.
8.2	Liaise with the Client's legal advisers and advise on the use and/or amendment of bespoke forms of contract or contribute to the drafting of particular client requirements.
8.3	Consider all claims made by the Principal Contractor for extensions of time and/or loss and expense under the terms of the contract (and with reference to ICN Framework contract amendments). Analyse, advise and report to the Client in respect of the contractual position and prepare an Extension of Time / Loss and Expense report including information as set out in the template included at Appendix 2 for the Client's approval.
8.4	Advise on the cost, contractual and programme consequences arising from an acceleration instruction.
8.5	Prepare documentation and/or provide advice to support adjudication proceedings. Attend adjudication proceedings.
8.6	Prepare documentation and/or provide advice to support mediation proceedings. Attend mediation proceedings.
8.7	Prepare documentation and/or provide advice to support arbitration and/or litigation proceedings. Attend arbitration and/or litigation proceedings.

**9. Technical Services**

	<b>Description of Services</b>
9.1	Prepare a maintenance manual for the Project.
9.2	Prepare records or as-built drawings for the Project.
9.3	Provide records of specialist details through drawings, photography and other documentation.
9.4	Provide on-site supervision for the Building Contract via site visits twice a week.
9.5	Provide quality management services for the Building Contract.
9.6	Carry out exceptional negotiations with planning, building control and other statutory authorities.
9.7	Liaise with the Client's legal advisers and the Professional Team and advise the Client on matters concerning ownership of the Site, including title matters, boundaries, rights to light, rights of way, restrictive covenants, sale and purchase agreements to lease, funding agreements, etc.
9.8	Provide specialist advice on the application of the latest Building Regulations and potential future changes to Building Regulations which may impact the project.

This appointment is being executed as a deed. Documentation and guidance relating to matters arising from the Building Contract may be sought for the full term of the deed.



## Appendix 1

### Value for Money (VFM) / Tender Report –Standard Template

The Consultant's Tender / VFM Report should cover the following matters as required for issue to for the Client for approval (amended to suit the project):

#### CONTENTS

##### 1) Introduction

- Project background
- Name of Principal Contractor / Architect / Engineer / Principal Designer (full directory not required)
- Summary details of the scheme including mix and tenure
- Summary of selected procurement route (negotiated or tender)

##### 2) Key Contract Information

- Form of Contract
- Contract period
- Date of possession
- Date for completion
- Liquidated and Ascertained Damages / week
- Insurance of Works
- Payment periods
- Rectification Period
- Performance Bond, Parent Company Guarantee Principal Contractor Insolvency cover provision
- Building Warranty provider
- Retentions

##### 3) Tendering procedure

To include commentary on

- Tender list
- Tender documentation issued / survey information
- Basis of tenders issued and procurement route (inc details of negotiated routes on/off framework)
- Submission date / tender valid until date
- PD appointment / principal contractor competency / F10 status



#### 4) Current Tendering Climate.

- Commentary on recent tenders, BCIS inflation forecast etc

#### 5) Evaluation of tender offer

Detailed analysis of tender costs including comments on:

- Contractor's tender sum analysis
- Process of negotiations where required
- Comparison with estimate / cost plan / budget
- Value for money including commentary and data on:
  - Costs per unit and £/m2
  - Distribution of costs by element %
  - Benchmarking analysis against ICN schemes and other relevant and comparable cost data available (i.e. BCIS index, other RP projects)
  - Provisional Sums
  - Preliminaries costs / OH&P / fees and charges
  - Summary / commentary on abnormal cost elements
- Comparison with budget cost plan / pre-tender estimate
- Tender qualifications / clarifications and client risks

#### 6) Tender Offer

To include:

- Split of Construction/Contractor On-costs to comply with Homes England(HE) cost reporting requirements. A copy of the following table populated with the breakdown of Total Works Costs to be included with the Tender / VFM Report.  
*NB: If for a mixed tenure scheme contractors tender costs are split by tenure or HE grant is to be claimed in phases the consultant is to agree approach to split of costs for reporting with the Client.*

IMS Capital Cost Element	Houses (Rental)	House (Shared Ownership)	Apartments (Rental)	Apartments (Shared Ownership)	Total
	£	£	£	£	£
<u>Main works costs</u>					
Superstructure					
Substructure					
<u>Supplementary works costs</u>					
Facilitating works					
Finishes					
Fittings, furnishings and equipment					

Services					
Prefabricated Buildings and building units					
Works to existing building					
External works					
<u>Associated Works Costs</u>					
Main Contractor's Preliminaries					
Main Contractor's Overheads					
Main Contractor's Profit					
Risk (Client contingencies)					
<u>On Costs*</u>					
Contractors Project/Design Team Fees					
Total Works Costs (A)					
Other development / Project costs (excluding land acquisition) (B)	Client to include				
Total Scheme Costs (TSC) (A+B)					

**\*Contractor On-Costs:** *The HE definition of Contractor on cost items to be split from the works costs element are:*

- *Consultant design fees (where incurred by the contractor under a D&B contract)*
- *Legal fees, disbursements and expenses*
- *Fees for building control and planning permission*
- *Fees and charges associated with the Agency's requirements relating to the energy rating of dwellings*
- *In-house or external consultant fees, disbursement and expenses (where incurred by the contractor under a D&B contract)*
- *Insurance premiums including building warranty and defects / liability insurance (except contract insurance included in the works costs)*
- *Contract performance bond premiums*

## **7) Tender Compliance**

To include commentary on:

- Contractors Proposals (detail of compliance with Employer's Requirements)
- Confirmation via architect/contractor the scheme complies with all client design standards a
- Homes England Capital Costs Business Rules Compliance

HE Business Rule	Actual % & comments on variation
(2) Main works costs are expected to be at least 60% of the total works costs	
(3) The combined costs for infrastructure, abnormals & S.106 costs are not expected to be more than 30% of the total works costs	
(4) Associated works costs are not expected to be greater than 20% of the total works cost	

- Comments on any areas of non-compliance
- Contractor's Proposals Checklist

### 8) Summary and Recommendations

To include:

- Recommendations for acceptance based on the agreed contract sum representing good value for money
- Accepted Contract Sum
- Identified client risks

#### Documents to be attached to report as appendices:

- Contract Sum Analysis
- Contractor's Proposals Checklist

#### ***Report to be Signed and Dated by Consultant***

***NB:***

*The above template is for guidance only and represents the minimum information required in a consultants' Tender Report / Value for Money Report (on negotiated acquisition). It is not intended to be exhaustive and will be dependent on the complexity of individual projects and information requirements required by the Client.*



## Appendix 2

### Extension of Time Claim Report – Standard Template

1. **Scheme Name**
2. **Project Team**
3. **Scheme Background**
4. **Contract Data**
  - a. Contract Commencement Date
  - b. Contract Completion Date
  - c. Contract Period
  - d. Contract Liquidated and Ascertained Damages
  - e. Sectional Completion
5. **Extension of Time Claim**
  - a. Date Notified of Delay
  - b. Extension of Time Requested (weeks)
  - c. Forecast revised completion date
6. **Contractual Position (Relevant Events, Contract Clause 2.26)**
  - 2.26.1 - *Changes to the works*
  - 2.26.2 - *Employer's instructions*
  - 2.26.3 - *Deferment of possession*
  - 2.26.4 - *Antiquities*
  - 2.26.5 - *Suspension by the Contractor*
  - 2.26.6 - *Default by Employer*
  - 2.26.7 - *Statutory Undertaker's non-performance*
  - 2.26.8 - *Exceptionally adverse weather*
  - 2.26.9 - *Specified Perils*
  - 2.26.10 - *Terrorism*
  - 2.26.11 - *Strikes*
  - 2.26.12 - *Statutory powers after the Base Date*
  - 2.26.13 - *Delay in receipt of permission or approval of statutory body*
  - 2.26.14 - *Force majeure*

- 7. Substantiation of Extension of Time Claim**
- 8. Other Causes of Delay (Non Relevant Events) i.e.**
  - a. Discharge of Planning Conditions
  - b. Shortage of Labour Resources / Building Materials
- 9. Effect of Delays / Mitigation**
- 10. Loss and Expense Entitlement**
  - a. Relevant Matters, Clause 4.21
- 11. Extension of Time Recommendation**
- 12. Liquidated and Ascertained Damages entitled to be Charged**