Central Purpose of Research

With the increasing usage of the Singapore Institute of Architects Articles and Conditions of Building Contract (Measurement Contract) Third Edition 1987 (SIA87) it is appropriate that implications of the contract for the industry at large be considered. Being part of that process, this dissertation concentrates upon the role of the professional quantity surveyor in the discharge of his post-contract duties. The objectives of this dissertation include identifying the professional duties and liabilities imposed upon the quantity surveyor under SIA87 and those duties normally undertaken by him at the specific request of the architect or the client. In addition, the objectives include evaluation of those risks under SIA87 as compared to those under the previous standard form (SIA70), ascertainment as to whether quantity surveying practices are aware of the risks to which they are exposed, how risk is presently managed by the quantity surveyor and the alternative tools for risk management available to the quantity surveyor.

Major Findings

The postal survey of quantity surveying practices conducted by the author together with an analysis of the quantity surveyor's duties contained in SIA87 reveal that greater risks are imposed upon the quantity surveyor and that most quantity surveying organisations are unaware of the increased risk to which they are exposed. In addition it is apparent that all the quantity surveyors who responded to the questionnaire accept delegation of certain duties from the architect beyond those which they have contracted with their client to provide.

An evaluation of potential liability concludes that the greatest exposure arises not from the duties of the quantity surveyor specifically included in SIA87 but from the acceptance of those tasks delegated by the architect and which are properly the architect's responsibility.

Conclusion

Evaluation of the financial protection afforded by incorporation of a professional practice reveals that legal opinion is divided as to its efficacy: case law presently provides little assistance as to the effectiveness of the corporate veil for a professional man.

The concluding recommendations for the management of professional risk are that the quantity surveyor...
may most effectively limit his exposure by including unambiguous limitation and exclusion clauses in the
terms of the service agreement with his client, by employing appropriately qualified staff, by
implementing standard quality controls and checks, by carrying professional indemnity insurance and by
avoiding acceptance of delegated tasks which he has not contracted to provide

The management tools recommended are likely to increase professional fees and severely curtail the
scope of professional services offered, both being to the detriment of the project's success