

## **SQA Advanced Unit specification**

### **General information for centres**

**Unit title:** Standard Forms of Construction Contracts (SCQF level 8)

**Unit code:** HR4M 48

**Superclass:** TF

**Publication date:** August 2017

**Source:** Scottish Qualifications Authority

**Version:** 01

### **Unit purpose**

This Unit is designed to enable learners to gain skills in two key areas of construction project management: recommending procurement strategies and interpreting standard forms of construction contracts. It is suitable for those who want to prepare for a career in the construction industry in a professional or technician role. It is particularly suitable for those that will supervise and oversee construction projects — be that on the client's behalf or for a contracting organisation.

This Unit is aimed at learners studying the SQA Advanced Certificate/Diploma in Architectural Technology, the SQA Advanced Certificate/Diploma in Construction Management or the SQA Advanced Certificate/Diploma in Quantity Surveying. Ultimately they may want to study at a higher level and carve a career in one of the construction professions.

### **Outcomes**

On successful completion of the Unit the learner will be able to:

- 1 Recommend procurement strategies for given scenarios.
- 2 Explain the provisions and consequences of the main clauses in a standard form of construction contract.
- 3 Describe the procedures available for dispute resolution in a standard form of construction contract.

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### Credit points and level

1 SQA Advanced Credit at SCQF level 8: (8 SCQF credit points at SCQF level 8)

### Recommended entry to the Unit

Entry is at the discretion of the centre. However, it would be beneficial if learners had a knowledge and understanding of the construction industry and the various stages of construction projects: inception and feasibility through design and to completion and handover.

Possession of basic knowledge and understanding may be evidenced by possession of an appropriate Higher or SQA Advanced Unit that covers the latest RIBA Plan of Work or equivalent. Alternatively some actual experience in the construction industry could provide appropriate underpinning knowledge.

It would also be of benefit if the learner comes to this Unit with an understanding of contract documents such as Building Information Models (BIMs), drawings, specifications and bills of quantities.

### Core Skills

Achievement of this Unit gives automatic certification of the following Core Skills component:

|                      |                                   |
|----------------------|-----------------------------------|
| Complete Core Skill  | None                              |
| Core Skill component | Critical Thinking at SCQF level 6 |

There are also opportunities to develop aspects of Core Skills which are highlighted in the support notes of this Unit specification.

### Context for delivery

If this Unit is delivered as part of a Group Award, it is recommended that it should be taught and assessed within the subject area of the Group Award to which it contributes.

This Unit is a mandatory credit within the SQA Advanced Certificate/Diploma in Architectural Technology, the SQA Advanced Certificate/Diploma in Construction Management and the SQA Advanced Certificate/Diploma in Quantity Surveying.

The Assessment Support Pack (ASP) for this Unit provides assessment and marking guidelines that exemplify the national standard for achievement. It is a valid, reliable and practicable assessment. Centres wishing to develop their own assessments should refer to the ASP to ensure a comparable standard. A list of existing ASPs is available to download from SQA's website (<http://www.sqa.org.uk/sqa/46233.2769.html>).

### Equality and inclusion

This Unit specification has been designed to ensure that there are no unnecessary barriers to learning or assessment. The individual needs of learners should be taken into account when planning learning experiences, selecting assessment methods or considering alternative evidence.

Further advice can be found on our website [www.sqa.org.uk/assessmentarrangements](http://www.sqa.org.uk/assessmentarrangements).

## **SQA Advanced Unit specification: Statement of standards**

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Acceptable performance in this Unit will be the satisfactory achievement of the standards set out in this part of the Unit specification. All sections of the statement of standards are mandatory and cannot be altered without reference to SQA.

Where evidence for Outcomes is assessed on a sample basis, the whole of the content listed in the knowledge and/or skills section must be taught and available for assessment. Learners should not know in advance the items on which they will be assessed and different items should be sampled on each assessment occasion.

### **Outcome 1**

Recommend procurement strategies for given scenarios.

#### **Knowledge and/or skills**

- ◆ clients' needs and priorities for given projects
- ◆ appropriate procurement strategies
- ◆ standard forms of construction contracts
- ◆ contract documents

### **Outcome 2**

Explain the provisions and consequences of the main clauses in a standard form of construction contract.

#### **Knowledge and/or skills**

- ◆ clauses of a given standard form of contract covering the definition and control of time and programme
- ◆ clauses of a given standard form of contract covering the definition and control of cost and payments
- ◆ clauses of a given standard form of contract covering the definition and control of specification and quality

### **Outcome 3**

Describe the procedures available for dispute resolution in a standard form of construction contract.

#### **Knowledge and/or skills**

- ◆ termination or similar contractual procedure
- ◆ mediation or similar non-binding procedure
- ◆ adjudication or similar statutory procedure
- ◆ arbitration
- ◆ litigation

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### Evidence Requirements for this Unit

#### All Outcomes

Assessments should be carried out in controlled, supervised conditions. All assessments should be open-book with learners permitted to refer to notes, textbooks and the internet. A copy of a relevant published standard form of contract — with which the learner is familiar — should be provided.

It is recommended that assessment is carried out for each of the three Outcomes separately and in numerical order.

Where evidence for Outcomes is gathered on a sample basis the whole of the knowledge/skills lists must be taught and available for assessment. Learners should not know in advance which different items in the lists will be sampled in any one assessment event.

Internal and external verification as well as sampling of learners' evidence overall should be carried out in accordance with SQA and centre quality procedures.

Learners will need to provide evidence to demonstrate their knowledge and/or skills across all Outcomes by showing that they can:

#### Outcome 1: Provide written and/or oral evidence

Select a procurement strategy and justify their recommendations for *three out of five* given construction project scenarios. Evidence must include analysis of clients' priorities for their project and recommendations to suit the project in terms of:

- ◆ a type of contract for each scenario and — where appropriate — comments on the overall procurement strategy
- ◆ a standard form of contract for each scenario — where appropriate
- ◆ contract documents that would be appropriate for each project

#### Outcome 2: Provide written and/or oral evidence

Explain the provisions and consequences of the main clauses in a standard form of construction contract covering *two out of three* of the following areas:

- ◆ construction contract timing and programming including start dates, completion dates, site possession and extension of time
- ◆ financial provisions within a construction contract including interim and final payments, retentions and withholding of monies, damages, loss and expense
- ◆ specification and quality control within a construction contract including contract documents, instructions, variations and testing

For Outcome 2 evidence must include some reference to relevant clauses in the given standard form of contract.

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### Outcome 3: Provide written and/or oral evidence

Describe the procedures available for dispute resolution in a standard form of construction contract covering *two out of five* of the following areas:

- ◆ termination or similar contractual procedure
- ◆ mediation or similar non-binding procedure
- ◆ adjudication or similar statutory procedure
- ◆ arbitration
- ◆ litigation

It is important to note for Outcome 3 that the clauses in standard forms themselves are largely silent on the actual procedures for dispute resolution such as adjudication, arbitration and litigation. The clauses rarely state more than the fact that, for example — court proceedings are available to the parties; it is assumed that the parties are familiar with the mechanics of the dispute resolution procedure in question.

The evidence for Outcome 3 must include a description, for example, of the steps involved in taking an action to court including the steps involved in enforcing the court's award (should this be required).

### SQA Advanced Unit support notes

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Unit support notes are offered as guidance and are not mandatory.

While the exact time allocated to this Unit is at the discretion of the centre, the notional design length is 40 hours.

#### Guidance on the content and context for this Unit

This Unit forms part of several SQA Advanced Certificates and SQA Advanced Diplomas in construction technician disciplines. It allows learners to develop understanding of types and forms of construction contracts.

The Unit is designed to enable learners to gain skills in recommending procurement strategies and in interpretation of the wording and application of construction contracts.

The Unit will help learners understand how to discern and analyse clients' priorities and to recommend a procurement strategy and route to suit those priorities. It requires learners to think about a number of factors at the same time — and some of them competing: deadlines and programming; quality of design; quality of construction; budget and cost control. It takes careful thought to recommend and justify a procurement route where there may be several priorities and more than one appropriate procurement solution.

It must be stressed that this is a specialist Unit: it helps learners gain skills in interpreting complex standard forms of contract — documents that are at least in part drafted by legal experts. It allows learners to appreciate in detail some of the finer aspects of the working relationships between the parties to the contract — the client and the contractor — and those that work on their behalf, for example the project manager, the architect, the quantity surveyor, the CDM Co-ordinator or the consultant engineer.

**Outcome 1** asks learners to select and justify their choice of procurement strategy for clients in different case study scenarios. It is important for the learners' understanding that these scenarios cover a wide scope — both in learning and in assessment. Furthermore there may be more than one procurement route suitable for any one project scenario. The learners must gain expertise sufficient for them to be confident to recommend a procurement route when others of equal validity are available.

Examples of the scope of scenarios that can be covered are:

- ◆ anything from new build to refurbishment, repairs and maintenance
- ◆ clients from private sector, public sector or even voluntary sector (charities, etc)
- ◆ anything from major projects to minor ones
- ◆ projects that have aesthetics as an important factor and those that don't
- ◆ projects for buildings with a limited lifespan
- ◆ projects with extreme deadlines
- ◆ emergency repairs, for example following a flood

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Outcome 1 asks learners to consider clients' priorities for project scenarios. These priorities can be considered under the headings of time, cost and quality. Client's priorities can be subdivided as follows:

- ◆ Time:
  - certainty
  - economy
  
- ◆ Cost:
  - certainty
  - economy
  
- ◆ Quality:
  - design/aesthetics
  - function and performance
  - robustness and build quality
  - ability to instruct variations during the build

The above lists are far from comprehensive. Learners are at liberty to consider whatever other priorities may be important to clients in the given scenarios.

Examples of the types of contract that might be considered as appropriate for a procurement scenario might include one or more of the following:

- ◆ traditional
- ◆ design and build
- ◆ design, build, finance and operate
- ◆ serial
- ◆ construction management
- ◆ management contracting
- ◆ term maintenance
- ◆ lump sum
- ◆ fixed price
- ◆ cost reimbursement
- ◆ target cost

In addition, learners may wish to recommend that a client adopts a partnering approach or a framework or similar strategy if these would be sensible in the given situations. These are not strictly types of contract as such — but they *are* potentially important aspects of the overall procurement strategy in some cases.

**Outcomes 2 and 3** are set in the context of a given standard form of construction contract. These standard forms are relatively complex documents with numerous inter-related clauses.

The contracts themselves seldom spell out all the administrative details that are inherent in running construction projects. The wording of the conditions of contract assumes that the reader is an industry practitioner and understands how construction projects are normally run and administered. Learners taking this Unit may have to be helped to understand aspects of everyday project management before they fully understand the wording of the given standard form of construction contract.

The form selected for study should be up-to-date; it should be industry recognised and should suit the learners taking the Unit. For example learners in Scotland studying in a

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building industry context would best be served by looking at the SBCC Standard Form with Quantities latest version.

Outcome 2 asks learners to explain the *main* provisions of a given standard form of contract. Learners will be expected to explain the provisions and consequences of clauses that cover the following areas:

- ◆ Time or programme:
  - dates for commencement and completion
  - master programme
  - extension of time
  - practical completion
  - non-completion and damages
  
- ◆ Cost or payments:
  - contract sum
  - interim payments
  - retentions and monies withheld
  - final accounts and payments
  
- ◆ Quality:
  - contract documents
  - instructions:
    - requirements for format
    - non-compliance by contractor
  - variations including valuation of same
  - testing

Outcome 3 asks learners to describe the procedures for dispute resolution under a given standard form of contract.

The description learners must provide of these procedures should start with the initiation of the procedure — be it via a *notice* or completion of a *summons* etc. The subsequent steps taken by both parties should be described briefly and in chronological order. The description should finish with the steps involved in enforcement if applicable.

For Outcome 3 learners must not merely describe the content of the clauses in the standard form of contract. The procedures are unlikely to be spelled out in detail in the contract itself. For example the procedures for statutory adjudication are contained in a separate *Scheme* published by the Scottish Government — the *Scheme for Construction Contracts (Scotland) Regulations 1998*. These were amended in 2011 — *The Scheme for Construction Contracts (Scotland) Amendment Regulations 2011*. It would be important for learners to make sure that they are describing current procedures.

It is a similar story with arbitration and litigation: the actual procedures involved in taking a case to arbitration or court are unlikely to be spelled out in the conditions of contract but rather in separate legislation (eg *The Arbitration (Scotland) Act 2010*) or in published protocols on the official courts website (eg [www.scotcourts.gov.uk](http://www.scotcourts.gov.uk)).

The termination provisions *are* likely to be spelled out in the standard form of contract itself, for example Section 8 of the SBCC Standard Form (November 2011 edition refers). Most contract forms contain some provision for the client to bring to an end the contractor's employment if, for example, the contractor defaults in some significant way. Similarly there may be provision for the contractor to terminate his own employment under the contract

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following some significant default of the client. Learners must gain an understanding of termination procedures from a standard form of contract and explain these clauses — again in chronological order.

Outcome 3 includes non-binding dispute resolution procedures. Mediation is a method of non-binding dispute resolution commonly found in standard forms of construction contracts — but there are several other methods potentially available and in regular use.

Learners would be required to describe the procedures involved in the use of mediation or other non-binding method of dispute resolution. The description should be in chronological order and cover all main steps from initiation to conclusion. The fact that these methods are non-binding should be stated and it would be expected that the response mentions the fact that failure to find agreement through such a procedure generally leads to the adoption of one of the binding procedures such as adjudication.

### **Guidance on approaches to delivery of this Unit**

It would be inadvisable for learners in this Unit to start with Outcome 1 and focus on types of contract and procurement strategy. It would probably be a good idea to start with a few case studies and discuss the clients' priorities in each case. Starting with simple examples such as a single garage and building up the learners understanding and reasoning skills until they can comment effectively on major projects such as new motorways and those that are complex in nature such as phased university campus refurbishments.

Learners should be helped to associate different priorities — in terms of time, cost and quality — with the types of contract that help facilitate the achievement of the client's main goals. Tutorials should be arranged that test the learners' increasing understanding of these priorities and how they can be met by the chosen procurement route. Group discussions can help the learners share their ideas on different procurement situations.

It would make sense to look at the contract documents that would suit different project types. Learners should be helped to consider how the proposed building works are designed and how the design is best communicated to potential contractors. At this point learners should be helped to better grasp the purpose and uses of documents such as drawings, building information models (BIMs), specifications, bills of quantities and schedules.

Next — and because Outcome 1 also requires learners to recommend a standard form of contract to suit the given scenarios — it might be a good idea to spend some time looking in outline at a range of published standard forms. Suites of standard forms might include versions such as: with/without quantities; minor works; measured term; design and build; and with contractors' design portion. This list is not exhaustive.

It might be helpful for learners to look on the internet at lists of suites of contract such as those published by JCT/SBCC or NEC. The lists often include a description of the purpose and uses of each form of contract — and also spell out the limitations of each. In addition publishers often produce guides on selecting the correct form of contract to suit particular scenarios. Learners could be set tasks that require them to explore these guides in order to select appropriate forms of contract for given case studies.

Eventually learners will be familiar with different types and forms of contract and the various contract documents that might be used in different projects. When all of these pieces of understanding come together then learners will be able to take the Outcome 1 assessment.

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For Outcome 2 it might make sense to start by looking at a straightforward published form such as a minor works form or even a contract form intended solely for domestic projects. This would introduce learners to the basic format of such contract forms. It would also introduce basics such as start dates, completion dates and contract sums as well as the more complex concepts of variations and interim and final payments.

At this point it might be a useful exercise to get learners to fill in the blanks in one or more of these standard forms — this learner-centred task would force the students to think about the variables in each contract and would require that they read the contracts carefully.

Soon the learners will be ready to build on their understanding and explore the detailed provisions of one of the major forms such as JCT/SBCC *Standard Building Contract With Quantities* or one of the NEC3 major forms. These documents are drafted by legal experts and are often couched in legalise wording. It might help learners to understand the various inter-related clauses by spending time simply reading the standard form of contract in a quiet corner.

Again it might be beneficial if learners are asked to fill in the 'blanks' (complete the variables) contained in the appendix of one of these major standard forms.

The detailed study of contract conditions can be facilitated by either a clause-by-clause approach or a topic-by-topic approach. It is likely that learners with less experience in the construction industry will make more sense of a topic-by-topic approach. For example the study of architect's instructions and variations encompass a variety of clauses but only one general topic.

To reinforce learning it might be a good idea to ask learners to consider the contract conditions from the point of view of different parties' rights and duties. It might also be of benefit to get learners to practise completing some of the standard templates that are associated with the standard forms of contract, for example *Architect's Instructions* or *Extension of Time* pro formas.

Eventually learners will be sufficiently familiar with the given standard form that they will be ready for assessment in Outcome 2.

Outcome 3 should be tackled after detailed study of the termination clauses in the given contract as well as the contract's dispute resolution procedures (which are in fact likely described in detail *outwith* the contract proper and in other publications or websites such as the Scottish Courts website).

Within the overall subject area of dispute resolution it might be best to tackle the termination clauses first as these are contained in detail in the contract clauses – and this follows on from the learning in Outcome 2. After that learners may find it easier to study the procedures involved in litigation because aspects of that might already be part of their general knowledge. The local courts might be worth a visit in order to see how the system works in reality.

After looking at litigation it might be an idea to compare and contrast the procedures involved in arbitration. These two methods — litigation and arbitration — are widely acknowledged as the ultimate forms of dispute resolution in the construction industry. Following this it might be appropriate to look at statutory adjudication which was introduced largely as a consequence of the potential shortcomings involved in arbitration and litigation — for the most part because of the long timescales involved.

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By this point learners might be convinced that it would be best to avoid if possible any form of dispute resolution that involves the expense of legal representation. It might therefore be at this juncture that the idea of alternative dispute resolution (ADR) is introduced. ADR encompasses a variety of possible methods such as mediation, conciliation and mock courts.

Learners might be helped to understand the procedures involved in ADR by taking part in a mock mediation devised around a realistic construction industry scenario.

At all stages of Outcome 3 it would be useful for learners to practise the letter writing and form-filling that would be associated with the different methods of dispute resolution. This might include the completion of, for example, a summons pro-forma from a Sheriff Court for an action to recover unpaid monies under a construction contract. Alternatively — or in addition — it might be useful for learners to practise the drafting of a notice of adjudication. All of this would allow them to build up skills that will be of direct benefit to their future work in the construction industry. It would also allow them to build up general and transferable communication skills.

Eventually learners will have built up their understanding of the different methods of dispute resolution and be in a position to take the assessment for Outcome 3.

Throughout all of the learning and teaching in this Unit the use of case study scenarios may be helpful. In fact it might help learners if lecturers devise a series of case studies that are used throughout the Unit to illustrate clients' priorities, recommended procurement strategies, standard forms of contract and dispute resolution situations.

In summary — learning and teaching activities that might suit this Unit include:

- ◆ quiet reading
- ◆ lectures/tutorials on clients' priorities in different scenarios
- ◆ lectures/tutorials on specific contract types
- ◆ lectures/tutorials on specific contract clauses
- ◆ lectures/tutorials on the rights and duties of individuals within a given standard form of contract
- ◆ group discussions and/or presentations on case study scenarios and clients' priorities
- ◆ examination of websites for articles and guidance on types and forms of contract
- ◆ examination of websites detailing procedures for dispute disposal
- ◆ site visits and presentations by construction industry practitioners on the running of projects and on procurement routes
- ◆ site visit to a local court to view court procedures first-hand

## Guidance on approaches to assessment of this Unit

Centres are reminded that prior verification of centre-devised assessments would help to ensure that the national standard is being met. Where learners experience a range of assessment methods, this helps them to develop different skills that should be transferable to work or further and higher education.

This Unit in particular lends itself to written and/or oral evidence because most of it is about explaining provisions of contracts and justifying recommendations for procurement strategies. Regardless learners should use their own words: the mere repeating of given notes and contract clauses verbatim is unacceptable as evidence in this Unit.

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In this Unit the use of case study scenarios in addition to more traditional tasks and questions can be used to illicit suitable responses from learners. Outcomes 1 and 3 in particular may benefit from the use of case study scenarios.

It is recommended that the assessment is carried out on an Outcome-by-Outcome basis. Assessment in this Unit should therefore be carried out by means of three separate tasks: each task will cover each of the three Outcomes in order.

For Outcome 1 learners should select a procurement strategy and justify their recommendations for *three out of five* given construction project scenarios. The evidence will include:

- ◆ a type of contract for each scenario
- ◆ a standard form of contract for each scenario
- ◆ contract documents that would be appropriate in each scenario

Assessment of Outcome 1 should be allocated 45 minutes.

In Outcome 2 the learners should explain the provisions and consequences of the main clauses in a standard form of construction contract covering *two out of three* of the following areas:

- ◆ time and programme including extension of time and amended completion dates
- ◆ cost and payments including interim and final payments, retentions and withholding of monies, damages, loss and expense
- ◆ specification and quality including contract documents, instructions, variations and testing

In Outcome 2 learners should make reference to specific clauses in their response.

Assessment of Outcome 2 should be allocated 75 minutes.

For Outcome 3 learners should describe the procedures available for dispute resolution in a standard form of construction contract covering *two out of five* of the following areas:

- ◆ termination or similar contractual procedure
- ◆ mediation or similar non-binding procedure
- ◆ adjudication or similar statutory procedure
- ◆ arbitration
- ◆ litigation

The clauses in standard forms themselves are largely silent on the actual procedures for dispute resolution. The learners must describe the steps involved in actually taking a case to adjudication or court, etc. The learners should cover the steps from the initiation of the procedure all the way through to the decision/award and the steps that may follow this including enforcement and initiation of possible further action.

Assessment of Outcome 3 should be allocated 60 minutes.

Assessment of all Outcomes should be conducted under controlled, supervised conditions. Learners should carry out their own work.

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Assessment should be in open-book conditions: learners should be allowed to refer to notes, textbooks and the internet during the assessment events. Learners should be given access to a published standard form of contract during the assessment.

It is recommended that assessment is carried out for each of the three Outcomes separately and in numerical order.

Where evidence for Outcomes is gathered on a sample basis the whole of the Knowledge/Skills lists must be taught and available for assessment. Learners should not know in advance which different items in the lists will be sampled in any one assessment event.

Internal and external verification as well as sampling of learners' evidence overall should be carried out in accordance with SQA and centre quality procedures.

### **Opportunities for e-assessment**

E-assessment may be appropriate for some assessments in this Unit. By e-assessment we mean assessment which is supported by Information and Communication Technology (ICT), such as e-testing or the use of e-portfolios or social software. Centres which wish to use e-assessment must ensure that the national standard is applied to all learner evidence and that conditions of assessment as specified in the Evidence Requirements are met, regardless of the mode of gathering evidence. The most up-to-date guidance on the use of e-assessment to support SQA's qualifications is available at [www.sqa.org.uk/e-assessment](http://www.sqa.org.uk/e-assessment).

### **Opportunities for developing Core and other essential skills**

Throughout this Unit learners will be able to develop skills in *Communication* — both Written and Verbal. They will read complex contractual documents and will explain their understanding of relatively complex contractual situations.

This Unit has the Critical Thinking component of Problem Solving embedded in it. This means that when candidates achieve the Unit, their Core Skills profile will also be updated to show they have achieved Critical Thinking at SCQF level 6.

## History of changes

| Version | Description of change | Date |
|---------|-----------------------|------|
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**FURTHER INFORMATION:** Call SQA's Customer Contact Centre on 44 (0) 141 500 5030 or 0345 279 1000. Alternatively, complete our [Centre Feedback Form](#).

### General information for learners

#### **Unit title:** Standard Forms of Construction Contracts (SCQF level 8)

This section will help you decide whether this is the Unit for you by explaining what the Unit is about, what you should know or be able to do before you start, what you will need to do during the Unit and opportunities for further learning and employment.

You should be interested in taking this Unit if you want a career in one of the construction professions: architecture; quantity surveying; building surveying or construction management for example.

It would be good for you to come to this Unit with a general understanding of how construction projects are run — both from the design team point of view and that of the contractors.

This Unit will introduce you to construction procurement and the types of contracts used in the construction industry. You will develop understanding of the advantages and limitations of a number of different types of contract. You will analyse given situations and recommend procurement strategies for them.

You will learn about published standard forms of construction contract. These are normally written by legal experts. You will study a standard form of contract in some depth and explain some of its details. You will learn about the rights and duties of the different parties to and under the contract. You will study some of the procedures to take when the parties don't do what they are supposed to do.

Examples of standard forms you might look at in detail include the contracts published by the Joint Contracts Tribunal (JCT Ltd) and the Scottish Building Contract Committee (SBCC). For building contracts the NEC suite of contracts is a popular alternative to the JCT/SBCC forms — so you might look at that instead.

The parties involved in construction contracts don't always do what they should and disputes often arise. You will study the contractual remedies for *non-compliance* with the provisions of the contract conditions. You will learn about various forms of dispute resolution such as mediation, adjudication, arbitration and litigation.

Throughout this Unit — apart from building up specialist construction industry knowledge and skills — you will develop Core Skills in *Communication*: you will read complex contracts and have to interpret and explain these. You will be able to develop both oral and written communication skills at a high level.

When you have completed this Unit you may want to progress to other Units that deal with construction law and contract administration. You may wish to increase your knowledge and skills and complete an SQA Advanced Certificate/Diploma in a construction technician discipline. Ultimately you might want to study at a higher level and carve a career in one of the construction professions.