

SECTION A

MEMORANDUM

OF

AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

FOR

THE PROVISION OF PROFESSIONAL QUANTITY SURVEYING SERVICES

FOR

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

CONSULTING QUANTITY SURVEYOR

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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

made the _____ day of _____ 19

BETWEEN

GOVERNMENT OF MALAYSIA

(hereinafter called "the Government") of the one part

AND

PRACTISING AS Quantity Surveyor(s) at

* under the style of (name of firm)

(hereinafter called "the Consulting Q.S." which expression includes the legal representatives, successors in title and permitted assigns) of the other part.

WHEREAS the Government intends to construct and complete
.....
.....
.....

(hereinafter called "the Project")

* Delete if not applicable

AND WHEREAS the Government is desirous of appointing the Consulting Quantity Surveyor to provide professional quantity surveying services for the Project.

NOW IT IS HEREBY AGREED as follows :

- 1.0 The Government hereby appoints the Consulting Quantity Surveyor to provide the professional quantity surveying services for the Project subject to and in accordance with the Conditions of Engagement hereinafter set out and the Consulting Quantity Surveyor hereby accepts the appointment for the purpose of providing services for the same subject to and in accordance with the Conditions of Engagement.
- 2.0 This Memorandum of Agreement, the General Conditions of Engagement and the Schedule of Fees (hereinafter called "the Schedule") shall together constitute the Agreement between the Government and Consulting Quantity Surveyor.
- 3.0 In consideration of the Consulting Quantity Surveyor providing the professional services required the Government hereby agrees to pay the Consulting Quantity Surveyor in accordance with the Schedule.
- 4.0 The intervals of payment shall be monthly in accordance with paragraph of the Schedule commencing from the date of the Consulting Quantity Surveyor's appointment.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day year first above written

SIGNED BY :)
.....)
.....)

.....
Signature of Officer

for and on behalf of
GOVERNMENT OF MALAYSIA

in the presence of
(Witness)

Name :)
.....)
Address : Cawangan Kontrak Dan Ukur Bahan,)
Ibu Pejabat JKR.,)
Jalan Sultan Salahudin,)
Kuala Lumpur)

.....
Signature of Witness

SIGNED BY :)
.....)
.....)

.....
Signature of Consulting Q.S.

for and on behalf of)
.....)
.....)
.....)
.....)
.....)
Seal or Chop of Consulting Q.S.

in the presence of
(Witness)

Name :)
.....)
Address :)
.....)
.....)
.....)

.....
Signature of Witness

SECTION B

GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITIONS

In this Agreement unless the context otherwise required the following expressions shall have the meanings hereby assigned to them :

"Consulting Q.S." means the quantity surveyor engaged by the Government to perform the professional services;

"Contractor" means any person or persons, firm or company under a contract with the Government to perform the Works or to supply goods in connection with the Works or both and includes a sub-contractor;

"Cost of Works" means costs ascertained in accordance with the definition contained in the Schedule hereto;

"Project" means the project for which the Government has engaged the professional services of the Consulting Q.S. and of which the Works form a part;

"Schedule" means the Schedule of Fees annexed to these Conditions of Engagement; and

"Works" means the works in connection with which the Government has engaged the Consulting Q.S. to perform professional services.

2. DURATION OF ENGAGEMENT

- A) The appointment of the Consulting Q.S. shall commence from the date of the Memorandum of Agreement or from the time when the Consulting Q.S. shall have begun to perform for the Government any of the professional services described in this Agreement, whichever is the earlier.
- B) The Consulting Q.S. shall not, without the consent of the Government, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.
- C) If at any time the Government decides to postpone the Project the Government shall, by notice in writing to the Consulting Q.S. terminate his appointment under this Agreement, provided that the Government may, in lieu of so terminating his appointment require the Consulting Q.S. in writing to suspend the carrying out of his professional services under this Agreement for the time being. In such event, the Consulting Q.S. shall be paid in accordance with paragraph 15 of the Schedule.
- D) If the Government does not require the Consulting Q.S. to resume the performance of his professional services in respect of the postponed Project within a period of twelve (12) months from the date of the Government's requirement to the Consulting Q.S. to suspend the carrying out of this professional services, the Project shall be considered to have been abandoned and this Agreement terminated.
- E) If the Government fails to comply with any of its fundamental obligations under this Agreement, the Consulting Q.S. may by not less than sixty (60) days give notice in writing to the Government terminate his appointment under this Agreement, provided that, in lieu of so terminating his appointment, the Consulting Q.S. may :

2. DURATION OF ENGAGEMENT (CONT'D)

- a) Forthwith upon any such failure suspend the carrying out of his professional services hereunder for a period of sixty (60) days (provided that he shall as soon as practicable inform the Government in writing of such suspension and the reasons thereof); and
 - b) At the expiry of such period of suspension either continue with the carrying out of his professional services under this Agreement or, if any of the reasons for the suspension then remain, forthwith in writing to the Government terminate his appointment under this Agreement.
- F) The Consulting Q.S. shall immediately notify the Government in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consulting Q.S. which makes it impossible for the Consulting Q.S. to carry out his obligations hereunder. If the Government agrees in writing that any such situation or event exists, the Government may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay such charges due to Consulting Q.S. up to the date of termination of this Agreement as are still outstanding at the time of the situation or event. In the event of any disagreement between the parties as to the existence of such situation or event, the matter shall be submitted to arbitration in accordance with Clause 4.
- G) The Consulting Q.S shall, upon receipt of any notice or requirement in writing in accordance with Sub-clause (C) or the termination by him of his appointment pursuant to Sub-clause (E) proceed in an orderly manner but with all reasonable speed and economy to take such steps as are necessary to bring to an end his professional services under this Agreement.

2. DURATION OF ENGAGEMENT (CONT'D)

- H) Unless terminated under this Clause the Consulting Q.S.'s appointment under this Agreement shall terminate when the Consulting Q.S. issues the certificate authorising the final payment to the Contractor. Provided always that in the event of arbitration or other proceedings after the completion of construction if so required by the Government, the Consulting Q.S. shall assist the Government in any manner whatsoever under the same condition of engagement as are applicable to this Agreement.
- I) Notwithstanding any provision in this Agreement, the Government may terminate this Agreement at any time by giving thirty (30) days written notice and without assigning any reason.
- J) Any termination of the Consulting Q.S.'s appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

3. PROPRIETARY RIGHTS OF THE GOVERNMENT IN DOCUMENTS

- A) Bills of Quantities, Specifications and other related documents together with all reports and relevant data such as maps, drawings, statistics and supporting records or materials compiled or prepared in the course of this Agreement shall be the absolute property of the Government throughout their preparation and at all times thereafter. The Consulting Q.S. shall deliver all these documents to the Government upon the completion or earlier termination of this Agreement. The Consulting Q.S. may retain a copy of such documents for his own record but shall not use any confidential information therein for purposes unrelated to this Agreement without the prior consent of the Government.

3. PROPRIETARY RIGHTS OF THE GOVERNMENT IN DOCUMENTS (CONT'D)

- B) The Consulting Q.S. may with the consent of the Government, which consent shall not be unreasonably withheld, publish alone or in conjunction with any other person any article, photograph or other illustration relating to the Project.
- C) The Government reserves the right to make use of all documents including Bills of Quantities and Specifications relating to the Project at any time it so wishes.

4. SETTLEMENT OF DISPUTES

- A) If at any time any question, dispute or difference of opinion shall arise between the Government and the Consulting Q.S. upon or in relation to or connection with this Agreement or any part thereof either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within two (2) months from the date of the notice then to such person/s appointed by the President of the Board of Quantity Surveyors Malaysia and such reference shall be deemed to be a submission under the Arbitration Act 1952 and any statutory modification or re-enactment thereof for the time being and the award of the arbitrator shall be final and binding upon the parties. Pending the award of the arbitration, the Consulting Q.S. upon being directed by the Government at any time, shall continue to perform the remaining part of services in accordance with the programme as set out in the work schedule and no payment the liability for which is not in issue or contingent upon the results of the proceedings shall be withheld on account of such proceedings.

4. SETTLEMENT OF DISPUTES (CONT'D)

- B) The arbitration shall be held at the Regional Centre for Arbitration in Kuala Lumpur using the facilities and assistance available at the Centre.

5. OBLIGATIONS OF THE CONSULTING Q.S.

- A) The Consulting Q.S. shall exercise all reasonable skill, care and diligence in the discharge of his professional services. The Consulting Q.S. shall prepare Bills of Quantities in accordance with the principles of the current edition of the Standard Method of Measurement for Building Works issued by the Institution of Surveyors Malaysia.
- B) The Consulting Q.S. shall, further to the services specified in the Schedule, do and perform all acts, matters and things which are usually done and performed by quantity surveyors according to the practice of their profession in relation to the Project.
- C) The Consulting Q.S. shall not divulge any confidential information communicated to or acquired by him in the course of carrying out the work, duties and obligations under the terms of this Agreement. Such information shall not be used by the Consulting Q.S. on other projects without the written approval of the Government.
- D) The Consulting Q.S. shall not have any direct or indirect interest in any of the construction or supply contracts for the Project which are the subject of this Agreement without first divulging his interests to the Government and obtaining the written consent of the Government.

5. OBLIGATIONS OF THE CONSULTING Q.S. (CONT'D)

E) Except as the Government shall otherwise specifically agree in writing, the Consulting Q.S. shall not permit his staff or subsidiary or associate to engage in any activities related to the Project other than the specified professional services.

F) The Consulting Q.S. shall obtain the written consent of the Government before commencing his basic and additional services as specified herein.

6. DELIVERY OF DOCUMENTS TO THE GOVERNMENT ON TERMINATION BY THE CONSULTING Q.S.

In the event of the termination of this Agreement by the Consulting Q.S. and upon the payment of the sums determined under paragraph of the Schedule, the Consulting Q.S. shall deliver to the Government the Bills of Quantities, Specifications and other similar documents relevant to the Project as are in the possession of the Consulting Q.S. who shall be permitted to retain copies of any documents so delivered to the Government.

7. OBLIGATIONS OF THE GOVERNMENT

A) The Government shall, upon request, supply to the Consulting Q.S. without charge and within a reasonable time, all necessary and relevant data and information in the possession of the Government and shall give such assistance as shall reasonably be required by the Consulting Q.S. in the performance of his professional services under this Agreement so as to enable him to proceed within the agreed schedule.

7. OBLIGATIONS OF THE GOVERNMENT (CONT'D)

B) Any data, report, map, photograph, plan, drawing, record or information given or forwarded by the Government to the Consulting Q.S. shall not relieve the Consulting Q.S. of his obligation under Clause 5(A). The Government gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or information either as to the accuracy or sufficiency or as to how the same should be interpreted and the Consulting Q.S. when he makes use of and interprets the same, shall do so entirely at his own risk and shall not constitute a breach of obligation on the part of the Government under Sub-Clause (A) if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Consulting Q.S.'s obligations under this Agreement.

8. TYPES OF SERVICES AND PAYMENTS

- A) The Consulting Q.S. may be engaged for the performance of any or all of the professional services as specified in the Schedule.
- B) For the purpose of determining the payment due to the Consulting Q.S. under paragraph 15 of the Schedule following the termination or suspension by the Government of the Project in which it is necessary to assess the payment to be made by reference to the cost of the Works, then to the extent that such cost is not known, the assessment shall be made upon the basis of the Consulting Q.S.'s best estimate of cost to be agreed to by the Government.
- C) All sums due to the Consulting Q.S. in accordance with the terms of this Agreement, unless disputed by the Government, shall be paid within forty two (42) days of the submission by the Consulting Q.S. of his accounts to the Government.

8. TYPES OF SERVICES AND PAYMENTS (CONT'D)

D) If any item or part of an item of an account rendered by the Consulting Q.S. is disputed or subject to question by the Government, the payment by the Government in respect of the undisputed amount shall not be withheld on these grounds and provisions of sub-clause (C) shall apply to such amount.

SECTION C

SCHEDULE

OF

FEES

SCHEDULE OF FEES

The Consulting Q.S. shall be paid fees prescribed herein :

1. DEFINITION

'Cost of Works' shall mean the total cost to the Government, however incurred, of all builders and specialist or sub-contractors works, services, installations and equipment designed, specified or allowed for and forming an integral part of the total project to enable it to function fully and occupied up to its intended standards of comfort, convenience, decor and finishes (before deduction of any liquidated damages or penalties payable by the Contractor to the Government), and of the full benefit accruing to the Contractor from the use of construction plant and equipment belonging to the Government which the Government has required to be used in the execution of the works : the market value as if purchased new, of any second-hand materials, manufactured goods and machinery incorporated in the works; and price variations arising from escalation of prices; but shall not include operating equipment or machinery that are not an integral or essential part of the building; administrative expenses; costs incurred by the Government under the Agreement between the Government and the Consulting Q.S.; interest on capital employed during construction, and the cost of raising moneys required for carrying out the construction, of the works; cost of land and way-leaves. The Cost of Works shall be arrived at as follows :

- A) for completed works, the total final cost of all works including variations or the original contract sum whichever is the greater;
- B) for works tendered but not awarded, the lowest acceptable tender received less P.C. and Provisional Sums where no measurements have been done and contingency sum, and

1. DEFINITION (CONT'D)

- C) for works where tenders have not been received, the latest estimate of costs prepared by the Consulting Q.S. which has been submitted and agreed to by the Government. The Government reserves the right to agree or not to agree to such estimate.

2. TYPES OF SERVICES

The professional services to be provided by the Consulting Q.S. shall consist of two (2) types of services as follows :

- A) the basic services, and
- B) the additional services

3. BASIC SERVICES FOR BUILDING AND CIVIL ENGINEERING WORKS

The basic services for Building and Civil Engineering Works to be rendered by the Consulting Q.S. shall be as follows :

- A) Preparation of Preliminary Estimates and Cost Plans;
- B) Preparation of Bills of Quantities and other Tender Documents;
- C) Preparation of all Tender Reports including pricing the Bills of Quantities for an estimate and Contract Documents;
- D) Preparation of Tender Documents, Tender Reports and Contract Documents for P.C. and Provisional Items other than those under the charge of Mechanical and Electrical Consultants;
- E) Valuation of works in progress for Interim Valuation/Certificates including variations; and

3. BASIC SERVICES FOR BUILDING AND CIVIL ENGINEERING WORKS (CONT'D)

F) Preparation of Final Accounts

4. ADDITIONAL SERVICES

The additional services to be rendered by the Consulting Q.S. shall be as follows :

- A) Preparation of Feasibility Studies including Income/Expenditure Cash Flow.
- B) Preparation of Final Costs for Contracts based on Provisional Bills of Quantities.
- C) Pricing of Bills of Quantities or Pricing and agreeing Schedule of Rates.
- D) Remeasurement of the whole or part of the Building Works due to either re-planning of internal layout arising from a change of use or repositioning of the building if remeasurement is required and redesign of structural element in the Works.
- E) Preparation and Attendance for Arbitration/Litigation
- F) Preparation of Documents and Reports for Prequalification of Contractors.

5. CATEGORIES OF PROJECTS

For the purpose of calculating the percentage fees, projects are classified under the following categories.

A) Building Works

Category A Semi-detached and detached houses, terrace and link houses and cluster houses, shophouses and flats not exceeding 4½ storeys.

Category B Multi-storey flats, maisonette (over 4½ storeys), condominium flats, multi-storey carpark, hangar, warehouse, factory, army camp and barracks, hostel, school, petrol service station, market, bakery, fire station, laundry, packing and processing plant.

Bank, office building, library, hospitals and nursing home, sports complex, laboratory, airport terminal and ancillary buildings, halls (all types), university and college buildings, hotel, motel, abattoir, crematorium, commercial complex, cinema, theatre, prison, museum, court house, bowling alley, brewery cold storage building.

Health centre, restaurant, skating rink, individually designed house, private club and transportation terminal building.

Mosque, church, temple, palace, mausoleum, memorial, monument, research building, observatory and marina, and other building of exceptional character and complexity.

5. CATEGORIES OF PROJECTS (CONT'D)

A) Building Works (Cont'd)

Category C Extension, alteration, restoration and associated demolition works.

Explanatory Notes Applicable to Building Works in Categories A, B, & C above :-

- i) For purpose of categorising of Works, Demolition and Piling Works forming part of any development or construction shall be considered as part and parcel of a project of the respective category.
- ii) Infrastructure Works under Category A - Building Works but outside the boundary lot of each unit shall be treated separately under Civil Engineering Works.
- iii) Infrastructure Works and External Works within the scope of the Building Contract in Categories B and C shall be considered as part and parcel of the respective building works.
- iv) All Civil Engineering Works within the boundary lot of each unit in housing scheme shall form part of the Building Works.
- v) For the purpose of arriving at the cost of repetitive unit, the following notes shall apply :

5. CATEGORIES OF PROJECTS (CONT'D)

A) Building Works (Cont'd)

Explanatory Notes Applicable to Building Works in Categories A, B, & C above :- (Cont'd)

- a) a single unit shall be computed by including the total cost of all the builders work, built-in fittings, integral services and installation, site and external works and other services serving the immediate site on which the units are constructed for all units that are repeated and dividing it by the total number of repeated units.
- b) a pair of semi-detached houses shall be considered as two units
- c) a unit in a row of terrace houses shall be considered as one design. End unit in a row of terrace houses shall be considered as one design.
- d) a block of flats shall be considered as a single unit, the handling (mirror image) of plans of otherwise identical type plans of standard units shall be considered as a unit.

5. CATEGORIES OF PROJECTS (CONT'D)

B) Civil Engineering Works

Category I General Civil Engineering Works e.g. roads, drains, earthworks, water reticulation, etc.

Category II Reinforced concrete work, structural steel work and buildings forming part of the civil engineering contract e.g. bridges, jetties, ports, etc.

6. SCALE OF FEES FOR BASIC SERVICES

The percentage of fees payable to the Consulting Q.S. for basic services shall be as follows :

A) BUILDING WORKS - CATEGORY A

<u>No. of Units of Same Design</u>	<u>% of Fees of the Total Cost of Works</u>
1st Unit	\$750.00 or 1.5% of total cost of work whichever is the higher
2nd to 10th	1.00%
11th to 50th	0.95%
51st - 100th	0.90%
101st and above	0.85%

6. SCALE OF FEES FOR BASIC SERVICES (CONT'D)

B) BUILDING WORKS - CATEGORY B

<u>Total Cost of Works (M\$)</u>	<u>Basis of Fees Calculation</u>
1,000,000 and below	2.75%
1,000,001 - 3,000,000	\$ 27,500 + 2.55% in excess of \$1.0M
3,000,001 - 5,000,000	\$ 78,500 + 2.35% in excess of \$3.0M
5,000,001 - 7,500,000	\$125,500 + 2.10% in excess of \$5.0M
7,500,001 - 10,000,000	\$178,000 + 1.85% in excess of \$7.5M
10,000,001 - 20,000,000	\$224,250 + 1.55% in excess of \$10.0M
Over 20,000,000	\$379,250 + 1.30% in excess of \$20.0M

C) BUILDING WORKS - CATEGORY C

<u>Total Cost of Works (M\$)</u>	<u>Basis of Fees Calculation</u>
1,000,000 and below	3.25%
1,000,001 - 3,000,000	\$ 32,500 + 3.00% in excess of \$1.0M
3,000,001 - 5,000,000	\$ 92,500 + 2.75% in excess of \$3.0M
5,000,001 - 7,500,000	\$147,500 + 2.50% in excess of \$5.0M
7,500,001 - 10,000,000	\$210,000 + 2.25% in excess of \$7.5M
10,000,001 - 15,000,000	\$266,250 + 2.00% in excess of \$10.0M
Over 15,000,000	\$366,250 + 1.75% in excess of \$15.0M

Explanatory Notes applicable to Fees charged for Building Works in Categories A, B and C

- i) Where a Consulting Mechanical and/or Electrical Engineer is employed by the Government, for the purpose of calculating the fee, the cost of works for the Mechanical and/or Electrical Engineer services shall be reduced by one-third. Where measurements are required for such services, the above reductions shall not be applicable. In no case shall the Consulting Q.S.'s total fees on the cost of the whole scheme be reduced by more than one-sixth.

6. SCALE OF FEES FOR BASIC SERVICES (CONT'D)

Explanatory Notes applicable to Fees charged for Building Works in Categories B and C Only

i) Where there is more than one unit of the same design in all respects, the charges shall be as follows :

<u>Building Unit</u>	<u>Percentage of Fees Payable based on Cost of Works</u>
for the original unit	100% (full fees)
" " 2nd unit	65% of full fees
" " 3rd unit	55% of full fees
" " 4th unit	45% of full fees
" " 5th unit and subsequent units	40% of full fees

D) CIVIL ENGINEERING WORKS - CATEGORY I

<u>Total Cost of Works (M\$)</u>	<u>Basis of Fees Calculation</u>
1,000,000 and below	1.8%
1,000,001 - 3,000,000	\$ 18,000 + 1.65% in excess of \$1.0M
3,000,001 - 5,000,000	\$ 51,000 + 1.50% in excess of \$3.0M
5,000,001 - 7,500,000	\$ 81,000 + 1.35% in excess of \$5.0M
7,500,001 - 10,000,000	\$114,750 + 1.20% in excess of \$7.5M
10,000,001 - 20,000,000	\$144,750 + 1.00% in excess of \$10.0M
Over 20,000,000	\$244,750 + 0.90% in excess of \$20.0M

6. SCALE OF FEES FOR BASIC SERVICES (CONT'D)

E) CIVIL ENGINEERING WORKS - CATEGORY II

<u>Total Cost of Works (MS)</u>	<u>Basis of Fees Calculation</u>
1,000,000 and below	2.25%
1,000,001 - 3,000,000	\$ 22,500 + 2.10% in excess of \$1.0M
3,000,001 - 5,000,000	\$ 64,500 + 1.95% in excess of \$3.0M
5,000,001 - 7,500,000	\$103,500 + 1.80% in excess of \$5.0M
7,500,001 - 10,000,000	\$148,500 + 1.65% in excess of \$7.5M
10,000,001 - 20,000,000	\$189,750 + 1.35% in excess of \$10.0M
Over 20,000,000	\$324,750 + 1.05% in excess of \$20.0M

7. SCALE OF FEES FOR BASIC SERVICES WHERE CONTRACTS ARE BASED ON PROVISIONAL BILLS OF QUANTITIES

Where contracts for building works are based on Provisional Bills of Quantities, the fees for services rendered under Section 6 (A), (B) and (C) hereof shall be increased by 35%.

8. BREAKDOWN OF PERCENTAGE OF CHARGES

The percentage of fees payable to the Consulting Q.S. shall be as follows :

TYPES OF CONTRACT	SERVICES	%
Building and Civil Engineering Works	8.1 Preparation of Preliminary Estimates and Cost Plans	10
	8.2 Preparation of Bills of Quantities and other Tender Documents (excluding preparation of Tender Documents under item 8.4)	50
	8.3 Preparation of Tender Reports including pricing the Bills of Quantities for an estimate and Contract Documents	5
	8.4 Preparation of Tender Documents, Tender Reports and Contract Documents for P.C. and Provisional Items other than those under the charge of Mechanical and Electrical Consultants	5
	8.5 Valuation of works in progress for Interim Valuation/ Certificates	15
	8.6 Preparation of final Accounts	15
	Total Services	100

Explanatory Notes Applicable to Breakdown of Percentage of Charges

The percentages shown are at completion of each stage. The Consulting Q.S. shall be paid the proportion of the services rendered within each stage or the full amount upon satisfactory completion of each stage.

9. SCALE OF CHARGES FOR ADDITIONAL SERVICES

Charges payable to the Consulting Q.S. for additional services shall be as follows :

Type of Services	Charges
9.1 Preparation of Feasibility Studies including Income, Expenditure Cash Flow	Time basis/fee to be negotiated
9.2 Preparation of Final costs for Contracts based on Provisional Bills of Quantities	Overall fees for all categories of projects shall be increased by 35%
9.3 Pricing of Bills of Quantities or Pricing and Agreeing Schedule of Rates	Pricing of Bills of Quantities for both competitive and negotiated tender considered to be part of basic services. But for subsequent pricing of B.Q. wherever required, the fee charges will be on time basis or to be negotiated
9.4 Remeasurement of the whole or part of the Works due to either re-planning or internal layout or repositioning of the structure or due to change of use of the building or structure and re-design of any of the structural element in the Works	The fees due shall be based on Section 8.2 of this Schedule i.e. 50% of gross value of measured omissions and gross value of measured additions, both gross value added to the Cost of Works to calculate the fees
9.5 Preparation and Attendance for Arbitration/Litigation	Time basis per hour Basic Salary Per Month x factor 173 hours per month approved by the Government
9.6 Preparation of Documents and Reports for Prequalification of Contractors	Time basis per hour Basic Salary Per Month x factor 173 hours per month approved by the Government

10. REIMBURSABLE EXPENSES

In addition to the fees payable to the Consulting Q.S. for any of the services rendered, the Consulting Q.S. shall for the purpose of the Project also be entitled to be reimbursed for the following :

Type of Expenses	Charges
10.1 Attendance at post contract meetings beyond the <u>original</u> contracted completion date of the project <u>and any</u> approved extension of time	$\frac{\text{Basic Salary}}{173 \text{ hours}} \times \text{Multiplying factor approved by the Government}$
10.2 Travelling Expenses (if exceeding 10km from the address of main office/branch office)	Chargeable according to current Government rates not exceeding Superscale 'G' eligibility
10.3 Out-of-pocket expenses (if exceeding 80km from the address of main office/branch office)	- as above -
10.4 Lithography Expenses	Based on current Government rates
10.5 Resident Quantity Surveyor	Where a Resident Quantity Surveyor is required to keep abreast with all the changes and development on site and is agreed upon the Government, he shall be separately be reimbursed by the Government at an agreed amount
10.6 Advertisement of Tender Notices, Telegrams, Telexes and Out-Station Telephone Calls	Actual bills

If requested by the Government, the Consulting Q.S. shall append herein an estimated sum for the above expenses and such sum shall not be exceeded without the approval of the Government.

11. TIME OF PAYMENT FOR SERVICES RENDERED

A) Basic Services

Payment of fees for services rendered shall be made in accordance with Article 4 of the Memorandum of Agreement in proportion to the services rendered so that the total fees paid at the completion of each stage of service shall be equal to the breakdown of percentage charges in Paragraph 8 of this Schedule.

B) Additional Services

The Consulting Q.S. shall be paid the proportion of the services rendered within each stage or the full amount upon satisfactory completion of each stage in accordance with Paragraph 9 of this Schedule.

12. TIME OF PAYMENT FOR REIMBURSABLE EXPENSES

Payment of reimbursable expenses shall be made upon submission of bills by the Consulting Q.S. and agreed to by the Government.

13. PAYMENT FOR REMEASUREMENT OF WORKS DUE TO ALTERATION OR MODIFICATION OF DESIGN

If after the completion by the Consulting Q.S. of these Basic Services under paragraph 3 at any time after execution of an agreement between the Consulting Q.S. and Government, any measurement whether completed or in progress or any specification or other document prepared in whole or in part by the Consulting Q.S. are required to be modified or revised by reason of instructions received by the Consulting Q.S. from the Government or others acting on behalf of the Government, or by reason of circumstances which could not reasonably have been foreseen by the Consulting Q.S., the Consulting Q.S. shall be paid an additional payment by the Government for making any necessary modification or revision and for any consequential reproduction of documents as follows :

The fees due will be based on Section 8.2 of this Schedule i.e. 50% of the gross value of measured omissions and on the gross value of measured additions, both gross values added to the cost of works to calculate the fees, provided such modification or revision be limited to the following :

- a) Remeasurement of the whole or part of the Works due to either replanning of internal layout or repositioning of the structure or due to change of use of building or structure, and
- b) Redesign of any of the structural element in the Works.

14. PAYMENT WHEN WORKS ARE DAMAGED OR DESTROYED

If at any time either during the execution of the Works or before the commencement the Defects Liability Period/Period of Maintenance any part of the Works or any materials, plant or equipment whether incorporated in the Works or not shall be damaged or destroyed not due to the negligence on the part of the Consulting Q.S. shall be paid an additional payment in respect of any expenses incurred or additional work required by the Government to be carried out by the Consulting Q.S. as a result of such damage or destruction.

15. PAYMENT FOLLOWING TERMINATION OR SUSPENSION BY THE GOVERNMENT

- A) In the event of the termination of this Agreement (unless such termination shall have been occasioned by the default of the Consulting Q.S. or the suspension of the Project by the Government, the Consulting Q.S. shall be paid in accordance with the breakdown of percentage charges under Paragraph 8 of this Schedule except for any uncompleted stage of the Consulting Q.S.'s service, it shall be paid on quantum merit.
- B) In the event that the Consulting Q.S. is required to recommence the Project after the Project has been suspended by the Government for more than twelve (12) months the Consulting Q.S. shall be paid fee based on new total cost on uncompleted Works. The Consulting Q.S. shall in addition be paid a charge equal to one-sixth of the difference between the sum which would have been payable to the Consulting Q.S. under Paragraph 8 of this Schedule but for Termination or Suspension, and the sum payable under Paragraph 15(A) above.

