

ANNEX A – SCOPE OF SERVICES OF THE PROJECT MANAGER

1 GENERALLY

- 1.1 The Project Manager shall further to the services specified below do and perform all acts, and things which are usually done and performed by Project Managers according to the practice of their profession in relation to the services and matters provided in this Agreement, including the giving of advice upon any instances which the Employer may from time to time require in preparing the Project and in carrying out the services relating thereto.
- 1.2 All personnel assisting the Project Manager in performing the Project Manager’s duties shall be approved by the Employer. Upon commencement of the Services, the Project Manager shall submit an organisation chart, together with the qualifications of each person assisting the Project Manager, to the Employer for written approval. Any subsequent change in the organisation chart shall be subject to the Employer’s written approval.
- 1.3 Without prejudice to the generality of the above paragraph, the Project Manager shall provide the Services and carry out the duties set out below:

Stage I – Feasibility study (if applicable)

Stage II – Preliminary services

Stage III – Design Development

- a) Design management services
- b) Contract documentation services

Stage IV – Construction and Completion

- a) Contract management services
- b) Post-construction management services

In the event of termination of the Contract for the Contractor’s default or otherwise, the Project Manager shall facilitate the continued execution of the Works and the Project, including the provision (including re-provision), at no additional cost, of Services in relation to any tender for a replacement Contractor for the Contract. For the avoidance of doubt, the Project Manager shall continue to provide the Services and carry out the abovementioned duties until the Project and its related works are completed.

- 1.4 The Project Manager shall ensure that its key officers, and shall further ensure that key-officers of its agents and sub-consultants participate in partnering workshops arranged by the Employer and Contractor or as may be required by the Employer.
- 1.5 The costs incurred for organising the partnering workshops are to be borne equally by the Employer and the Contractor.
- 1.6 # The Project Manager shall be the Superintending Officer, under the prevailing Public Sector Standard Conditions of Contract for Construction Works (“PSSCOC”) issued by the Building & Construction Authority (“BCA”).

Note: This clause should only be included if the Project Manager in question is also appointed as the Superintending Officer.

2 STAGE I – FEASIBILITY STUDY

- 2.1 Prepare a clear development brief in respect of the Project's quality, cost and time requirements and limitations.
- 2.2 Provide advice in site selection, if applicable.
- 2.3 Consult the relevant authorities to determine the infrastructure and development constraints imposed on the site and surrounding physical environment.
- 2.4 Prepare and carry out the initial viability studies and if necessary, engage the relevant professionals or specialists if the studies involve design, especially at a conceptual or early schematic level.
- 2.5 Advise on the procurement strategy.
- 2.6 Co-ordinate activities on legal matters.
- 2.7 If necessary, liaise with relevant parties on methods of development financing, publicity, acquisition, valuation and disposal of land and property.
- 2.8 Complete and submit the feasibility report to the Employer, make presentations to the Employer on the development concept, preliminary programme, budget and key constraints. To identify development options and provide evaluation and recommendation based on cost, time and any other criteria as specified by the Employer.

3 STAGE II – PRELIMINARY SERVICES

- 3.1 Assist the Employer in the appointment of consultants: -
 - (1) Determine the principal consultant and identify the other appropriate consultants or specialists.
 - (2) Advise on the terms of consultancy agreements and fee structures, including proposing the scope of services required from the various consultancy disciplines.
 - (3) Prepare brief and tender documents, call tenders, evaluate consultants' proposals and conduct tender interviews.
 - (4) Ensure that the tender process including the selection method is in accordance to the Employer's procedures.

- (5) Co-ordinate activities if the Project involves design competition and propose suitable design competition guidelines and evaluation criteria.
 - (6) Make recommendations on the appointment of consultants and ensure all the consultancy agreements are executed and in order.
- 3.2 Develop the master programme in consultation with the Employer and the principal consultant. The programme showing the overall time-basis for all phases of development will be used to monitor the progress of the Project.

4 STAGE III – DESIGN DEVELOPMENT

4.1 Design Management Services

- (1) Assist the Employer in the design development process to achieve the project time, cost and value objectives.
- (2) Reviewing in collaboration with the Employer and the principal consultant, the adequacy of the development plan.
- (3) Monitoring all necessary applications for planning and building approvals with government bodies.
- (4) Monitoring design work progress and liaison between consultants.
- (5) Monitoring of the Project's overall master programme and cost.
- (6) Convening of special meetings amongst consultants for programme and budget tracking purposes.

4.2 Contract Documentation Services

- (1) Close monitoring and co-ordination of all appointed consultants.
- (2) Monitor the consultants' submission of planning and building approvals and permits.
- (3) Advising the Employer on the consultants' recommended contractual arrangements and packaging.
- (4) Monitoring the preparation of contract documentation.
- (5) Advising the Employer on the evaluation and analysis of tender done by the consultants.

5 STAGE IV – CONSTRUCTION AND COMPLETION

5.1 Contract Management Services

- (1) Monitoring and streamlining post-contract administration and procedures.
- (2) Continue monitoring of all works by the team of consultants and Contractors.
- (3) Initiating and directing of the maintenance of efficient expenditure control systems.
- (4) Managing the Project to meet the time, cost and quality objectives.
- (5) Monitoring of overall site construction with the view of forecasting problems for their prevention.
- (6) Assess the Contractor's achievement of Key Performance Incentives (where applicable).
- (7) Close monitoring of all potential cost and time variations to the contracts.
- (8) Recommending payments to contractors and consultants, including assisting with the assessment of claims made by consultants.

5.2 Post Construction Management Services

- (1) Monitoring actions taken by Contractors and consultants to achieve targeted completion dates.
- (2) Monitoring of receipt of all necessary as-built drawings, BIM models, operation and repair manuals, and all guarantees and warranties by the consultants to the Employer. "BIM model" means a set of digital representations of the physical buildings/structures to be constructed, created using a Building Information Modelling ("BIM") authoring software.
- (3) Monitoring of defect rectification during the Defects Liability Period.
- (4) Monitoring and negotiating on the Employer's behalf, if necessary, the main contract final account.

5.3 The Project Manager shall attend and administer[^] the Dispute Board (DB) meetings and site visits, as may be required by the DB. He shall render the necessary assistance to the DB in settling any disputes or differences of whatsoever kind which may arise between the Employer and the Contractor and which is referred to the DB in accordance with Clause E4.0 of Option Module E on Collaborative Contracting under the PSSCOC.

[^] Note: Only the Superintending Officer shall administer the DB meetings. To delete the words "and administer" accordingly if this is not applicable.

6 OTHER SERVICES WITHIN THE SCOPE OF SERVICES

6.1 [Agencies to stipulate any other services required from the Project Manager that would fall within the scope of services.]