



PERUNDING IDRIS

(CA0162970-M)

BEM – 1564/SP

SPAN – 3688

MOF – 465-000 204 5612

TNB – 305 4611

Ir. Haji Idris Bin Haji Mohamad

019-324 8582

perundingidris@gmail.com

**PROFESSIONAL SERVICES BY THE CIVIL & STRUCTURE CONSULTANT
CONSIST OF:**

- 1. BASIC PROFESSIONAL SERVICES**
- 2. ADDITIONAL PROFESSIONAL SERVICES**
- 3. SUPERVISION ON SITE**
- 4. REIMBURSABLE COST**

BASIC PROFESSIONAL SERVICES

Professional Services comprise of all technical issue and skills which are normally required for the works:

1. Preliminary Stage

The professional services to be provided comprise of the following ie:

- (a)* investigating data and information relevant to the works and considering any reports relating to the works;
- (b)* advising the client on making any further topographical survey of the proposed site of the works which may be necessary to supplement available topographical information;
- (c)* advising the client on the need to carry out any geotechnical investigation which may be necessary to supplement the available geotechnical information, arranging for the investigation, certifying the amount of any payments to be made by the client to the persons, firms or companies carrying out the investigation under the consulting engineer's direction, and advising the client on the results of the investigation;
- (d)* advising the client on the need for arrangements to be made, for the carrying out of special surveys, special investigations or model tests and advising the client of the results of any such surveys, investigations or tests carried out;
- (e)* consulting any local or other approving authorities on matters of principle in connection with the works;
- (f)* consulting any architect appointed by the client in connection with the architectural treatment of the works; and
- (g)* preparing such reports and documents as are reasonably necessary to enable the client to consider the consulting engineer's proposals, including alternative proposals, for the construction of the works in the light of the investigations carried out by him at this stage, and to enable the client to apply for approval in principle from the appropriate authorities for the execution of the works in accordance with the proposals.

2. Design Stage

The professional services to be provided comprise of the following ie:

- (a) preparing designs, including reinforced concrete and structural steel work designs, and tender drawings in connection with the works; and
- (b) preparing such conditions of contract, specifications, schedules and bills of quantities as may be necessary to enable the client to obtain tenders or otherwise award a contract for carrying out the works.

3. Tender Stage

The professional services to be provided comprise advising the client as to the suitability for carrying out the works of the persons, firms or companies tendering and as to the relative merits of the tenders, but excluding the relative merits of alternative tenders, prices and estimates received for carrying out the works.

4. Construction Stage

The professional services to be provided comprise of the following ie:

- (a) advising on and preparing formal contract documents, including the letter of acceptance for carrying out the works or any part of them;
- (b) inspecting and testing during manufacture and installation such electrical and mechanical materials, machinery and plant supplied for incorporation in the works as are necessary where the inspection and test are within the technical competence of the consulting engineer, and arranging and witnessing the acceptance test;
- (c) advising the client on the need for a special inspection or test;
- (d) advising the client on the appointment of site staff;
- (e) preparing any further designs and drawings relating to the works;
- (f) examining and approving the contractor's proposals and his working drawings relating to the works;
- (g) making such visits to the site as the consulting engineer considers necessary to satisfy himself as to the performance of any site staff appointed and to satisfy himself that the works are executed generally according to contract or otherwise in accordance with good engineering practice;
- (h) giving all necessary instructions relating to the works to the contractor;

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- (i) issuing all certificates as are required in the contract;
- (j) performing any duties which the consulting engineer may be required to carry out under any document which he has prepared for the execution of the works;
- (k) delivering to the client on the completion of the works such records and manufacturer's manuals as are reasonably necessary to enable the client to operate and maintain the works; and
- (l) deciding any dispute or difference arising between the client and the contractor in connection with the works and submitted to the consulting engineer for his decision, provided that this professional service shall not extend to advising the client following the taking of any step in or towards any arbitration or litigation in connection with the works.

ADDITIONAL PROFESSIONAL SERVICES

The Additional Professional Services to be provided include the following:

(1)

- (a) preparing any report or other additional documents required for consideration of proposals for the carrying out of alternative works;
- (b) carrying out work consequent upon a decision by the client to seek or comply with amendments to existing laws affecting the works;
- (c) carrying out work in connection with any application made by the client for any order, sanction, licence, permit or other consent, approval (not including the normal approval required from the relevant technical authorities, such as building authorities, water-works authorities, electricity authorities and telecommunications authorities) or authorisation necessary to enable the works to proceed;
- (d) carrying out work arising from the failure of the client to award a contract in due time;
- (e) preparing details for shop fabrication of ductwork, metal, plastic and timber framework;
- (f) carrying out work consequent upon any abandonment of a contract by the contractor or upon the failure of the contractor to properly perform any contract or upon delay by the client in fulfilling his obligations or in taking any other step necessary for the due execution of the works;
- (g) advising the client and carrying out work following the taking of any step in or towards any litigation or arbitration relating to the works;
- (h) carrying out work in conjunction with others employed to provide any of the

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services;

- (i) providing project management services; and
- (j) carrying out such other additional services, if any, as are specified in the Memorandum of Agreement.

(2)

- (a) obtaining specialist technical advice on any abnormal aspects of the works;
- (b) obtaining architectural, legal, cost consultancy, financial and other professional services;
- (c) providing services in connection with the valuation, purchase, sale or leasing of land and the obtaining of wayleaves;
- (d) carrying out of marine, air and land surveys and making model tests or special investigations; and
- (e) carrying out special inspection or test advised.

SUPERVISION ON SITE

- 1) Unless otherwise agreed to by the approving authorities concerned, the consulting engineer shall be in full control of, and be responsible for, construction supervision of the works on site.
- 2) If in the opinion of the consulting engineer the nature of the work including the carrying out of any geotechnical and other investigations, topographic survey, and tests warrants full-time or part-time supervision on site in addition to the site visits made by the consulting engineer, he shall advise the client of the fact and also the desired qualification and experience which the site staff shall possess.
- 3) All site staff shall be under the control of, and take instructions from, the consulting engineer only.

REIMBURSABLE COST

The consulting engineer shall in all cases be reimbursed by the client for the disbursements actually incurred in connection with:

- (a) the printing, reproduction and purchase of all documents, drawings, maps and records;
- (b) telegrams, telex, facsimile, courier service and telephone calls other than local calls;

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- (c) travelling, hotel expenses and other similar disbursements;
- (d) the advertisements for tenders and for site staff;
- (e) the provision of additional professional services;
- (f) the service tax as required by law for the professional fee; and any fees, costs or charges paid by the consulting engineer to the local authority or other authorities in connection with the seeking and obtaining of statutory approvals;

OTHERS TASK / COST

To discuss with client and other parties.

ESTIMATED CONSULTANT FEE

The fee to be paid to the consulting engineer shall be an amount equal to the product of the total cost of the works times the percentage determined from the Scale of Fees set out;

Total Cost Of Components Of The Works In The Respective Type in RM	P(max)	P(min)
100,000 & below	10.00%	8.25%
250,000	8.65%	7.45%
500,000	7.60%	6.85%
1,000,000	6.80%	6.30%
2,500,000	6.00%	5.65%
5,000,000	5.50%	5.20%
20,000,000	4.65%	4.25%
25,000,000	4.50%	4.10%
50,000,000	4.25%	3.80%

STAGES OF PAYMENT FEES

The proportions of the total fee for the works to be paid to the consulting engineer against the relevant stages of professional services shall be as follows:

	Basic Professional Services
1. Preliminary stage	20%
2. Design stage (i)	35%
3. Design stage (ii)	20%
4. Tender stage	5%
5. Construction stage	20%