

Project Management Services

- 2.01 Co-ordination**
In a collaborative and supporting role to the Client, provide the co-ordination of all matters pertaining to the project management functions of the project including but not limited to:
- 2.1.1 Earliest stage involvement for the critiquing of established designs and input on planning (programming and sequencing), cost planning, value adding / engineering, buildability and risk packaging for the project; and
 - 2.1.2 Procure all necessary cost planning through the quantity surveyor and or builder and assistance to the Development Manager for the management of the developed and detailed design phases up to award of building contract including negotiation and liaison with all stakeholders; and
 - 2.1.3 Provide recommendations on scope demarcation for staging, packaging of risk and design / delivery options; and
 - 2.1.4 Procure all necessary budget pricing and contract pricing through the quantity surveyor and or builder as required by the Client for the project; and
 - 2.1.5 Provide detailed input on the staging, sequencing and timing of the project; and
 - 2.1.6 Provide ongoing oversight throughout the delivery phase of the project including:
 - a) Ensuring the builder complies with their obligations under the building contract; and
 - b) Contract administration pursuant to the building contract; and
 - c) Where a design & construct building contract is commissioned by the Client, provide review and comment on design documentation prepared by the builder under the building contract and provision of recommendations to the Client as to their conformance with the project brief and the building contract; and
 - d) Management of project completion and the defects liability period (refer clause 2.15.17 & 2.15.18) on behalf of the Client including procurement from the builder of the relevant completion documentation under the building contract (as-built drawings, warranties, operation and maintenance manuals and the like), facilitation of defects inspections on behalf of the Client, co-ordination of the issuance of defects lists, oversighting of defects rectification and their closeout
 - 2.1.7 In respect of "other consultants" for the project:
 - a) Whenever necessary, make recommendations to the Client concerning the appointment of any further or other consultants in addition to or in replacement of those appointed by the Client, with any decision to appoint such further or other consultants at the discretion of the Client; and
 - b) Procure terms and conditions of appointment for all consultants (including deed of novation where required) and recording of such terms and conditions in a formal agreement (consultant services agreement) or letter of commission or exchange of correspondence as nominated by the Client, but if not so nominated at the discretion of the Project Manager. The final terms and conditions of the appointment are to be approved by the Client prior to issue of the agreement or letter of commission to the consultants; and
 - c) Prepare or cause to have prepared, consultants briefs outlining the general scope of each consultants duties and responsibilities. All such consultants shall be required to submit to the Project Manager a comprehensive brief outlining, amongst other things, details of their duties and responsibilities, the remuneration required and the manner of payment. The Project Manager shall thereafter negotiate with each of the consultants with a view to resolving the terms and conditions of their appointments which, upon agreement being reached, shall be recorded as provided in the preceding clause.
 - d) Take reasonable steps for the management co-ordination of all consultants with respect to the design and construction of the project, including all cost planning, programming, sequencing and buildability inputs against the conceptual and developed designs and the documentation supporting the Clients applications to the authorities; and
 - e) Assist the consultants in the examination of working drawings and specifications so as to avoid duplication and overlapping; and
 - f) Take reasonable steps for management, co-ordination and integration of the activities of the architect and all other consultants so as to promote the correct and timely issue of the required documentation; and
 - g) Take reasonable steps so that that all proper and adequate records are maintained from time to time by all consultants; and
 - h) Take reasonable steps for the administration and certification to the Client of all claims for fees by the consultants, including advice to the Client on the actual cost of and/or future estimates for fees payable to the consultants as compared with the Client's original estimates and or budgets for such fees
- 2.02 Design Management**
- 2.2.1 The Client acknowledges having confirmed a preliminary functional layout design for the project to the Project Manager as part of their appointment. The Project Manager shall, unless instructed otherwise by the Client, assist the architect in preparation of the project brief and establish minimum standards for the building fabric, fittings and furnishings for the approval of the Client. The Project Manager shall co-ordinate further design and investigation of the confirmed functional layout options and undertake suitability analysis of the options in terms of time and cost to determine the preferred concept design.
 - 2.2.2 The Project Manager shall prepare an overall summary design and construction programme for the project and shall provide for management of the consultant team to provide timely delivery of documentation satisfying the project brief and the cost plan. The programme shall nominate key milestone activity completion dates, which must be consistent with the Client's requirements; and
 - 2.2.3 The Project Manager shall monitor the preparation of detailed working drawings, specifications and where applicable, bills of quantities, based on the approved conceptual design as co-ordinated by the architect. The Project Manager shall submit the foregoing documentation (or such of them as the Client desires to examine) for the consideration of the Client together with the Project Manager's recommendations thereon and shall take reasonable steps to have any changes required by the Client implemented.
 - 2.2.4 The Project Manager shall take reasonable steps to provide that adequate flexibility is built into the design of the works by the architect as reflected in the preliminary working drawings and actual working drawings and details so as to allow incorporation of up-dated facilities and services (as nominated by the Client as possible future scope amendments) during the construction process or at some later time having due regard to questions of overall practicality and or economy; and
 - 2.2.5 In conjunction with the architect and the other consultants, provide for identification and assessment of alternative design options (including costings) for a recommendation to the Client; and

- 2.2.6 Provide for management and administration of any design work carried out by the builder to advise the Client of compliance with the project brief, cost plan and programme; and
- 2.2.7 The preparation and presentation of the detailed design for the project to the Client for approval to proceed with the project; and
- 2.2.8 The Project Manager shall, from time to time when considered appropriate by the Project Manager, or when requested by the Client, update the design and construction programme.

2.03 Preparation of cost plans

- 2.3.1 Procure through the quantity surveyor and or the builder a project cost plan for the project and as required by the project programme. Cost plans shall be developed in two formats dependant on the project programme:
 - a) Short form elemental summary based on current market rates and indicative measure of scope; and
 - b) Detailed elemental summary based on combination of current market rates and builder / subcontractor estimates (the extent of which shall be to the Clients approval) and a detailed measure of the scope elements; and
- 2.3.2 Cost planning shall include, where practical and where the project programme permits, working with trade specialists on key works such as facades, building services, civil and structural elements, to provide current market input; and
- 2.3.3 The Project Manager shall undertake technical reviews and value management exercises as required to maximise the value of the design and to achieve where practical, compliance with the project budgets.

2.04 Procurement of approvals

Co-ordinate the procurement of all building approvals (including operational works; plumbing & drainage applications), consents, licences and permits for the project excluding development and planning approvals which shall be procured by the Client or their Development Manager.

Co-ordination shall include, but not be limited to:

- 2.4.1 Pursuant to clause 2.1.7, the Project Manager shall manage the architect and other relevant consultants to facilitate the timely submission of all drawings, specifications and related documents to competent authorities for their approval and shall assist the Client when reasonably required by the Client in obtaining any necessary approvals from those authorities; and
- 2.4.2 The Project Manager shall familiarise itself with all conditions imposed by competent authorities in the approvals granted by them and shall assist the architect and other relevant consultants in ensuring that the project is being constructed in accordance with those conditions and statutory requirements; and
- 2.4.3 Where the working drawings and/or the specifications are required by any competent authority to be altered or amended, then the Project Manager shall direct that the working drawings and/or the specifications be amended in the manner required by that authority. If the estimated cost of constructing the works is, in the opinion of the Project Manager, likely to be increased, or if the total gross floor area (yield) of the project is reduced by reason of such amendment, the Project Manager shall notify the Client and the Project Manager shall (if so requested by the Client) cause further drawings and specifications to be submitted to the Client for its consideration; and
- 2.4.4 The Project Manager shall assist the architect and other appointed consultants in the preparation of applications for all necessary final statutory approvals and approvals of competent authorities and will take reasonable steps to facilitate that all such approvals and necessary certificates are obtained.

2.05 Carrying out the project

Facilitate the provision of all planning and construction input to the project to assist The Client with the negotiation and acquisition of all rights, privileges, easements, licences, viaducts, passageways, permits, grants or concessions from adjoining, adjacent or nearby landowners or occupiers, and relevant government bodies or council authorities concerning the project, insofar as such negotiations and acquisitions are necessary to implement the project as designed.

2.06 Project programme

Procure through the quantity surveyor and or the builder all cost planning, programming and construction / buildability input to assist the Client with the preparation and updating from time to time of the project programme for the project.

2.07 Feasibilities

Procure through the quantity surveyor and or the builder all cost planning, programming and construction / buildability input to assist the Client with the undertaking of any feasibility study as required from time to time.

2.08 Recommendations

Take reasonable steps to provide all necessary and desirable recommendations to the Client in respect of reviews, updating and revisions of any plans and specifications, staging, construction methodology or materials, scope demarcation, any feasibility study or any other report as may be necessary to assist the Client to facilitate the proper management and control of the project.

2.09 Regular Reports

The Project Manager shall prepare or cause to be prepared regular reports on all cost planning, design recommendations, programming and construction / buildability aspects of the project in a form and containing information which the Client may reasonably require from time to time.

2.10 Maintenance of Records

The keeping and maintaining of all records and registers arising from or in connection with the project as the Client considers are reasonably necessary or desirable, including all necessary and proper documentation and other records in respect to the progress of the project for which the builder is responsible including details of inclement weather, or other events or causes which may delay the project and all other matters which may be relevant to the performance of any consultant.

2.11 Monthly Reports

The Project Manager shall prepare or cause to be prepared monthly detailed written reports on the project reporting on:

- 2.11.1 the progress of the works indicating how such progress compares with the project programme;
- 2.11.2 potential causes of delay in the progress of the works;
- 2.11.3 anticipated savings and/or likely cost overruns compared with the approved budget for the project;

- 2.11.4 any aspects of title, development or town planning or authority requirements which could affect the project;
 - 2.11.5 the nature and status of any insurance claims;
 - 2.11.6 the nature and status of any disputes with the builder, any contractor engaged in the construction of the works, or adjoining land owners;
 - 2.11.7 any other matters which ought to reasonably be brought to the notice of the client.
- 2.12 Budget Reports**
Assistance (cost planning and programming input) to the Client for the preparation of budget reports for the project including cash flow analysis and forecasts monitoring the progress of the project monthly against the budgeted estimates contained in any feasibility study as updated from time to time.
- 2.13 Information**
The management, production and provision to the client upon request of all information pertinent to the project management of the project
- 2.14 Tenders and Contract Documents**
- 2.14.1 Early Contracts
As recommendations are made by the consultants on early purchasing of materials and equipment with long lead times and entering into early contracts, the Project Manager shall review such recommendations and advise the Client thereon.
 - 2.14.2 Administering Provisional Sums
The Project Manager shall supervise the calling of tenders by relevant consultants and/or the builder for the execution of those parts of the project for which provisional sums have been allowed in the building contract and shall assist the Client in assessing all such tenders and instruct the builder as to what tenders should be accepted.
 - 2.14.3 Contract Documents
The Project Manager shall assist and advise the Client and its solicitors on the form and content of the building contract for the construction of the project.
- 2.15 Administration of the building contract**
The Project Manager shall take reasonable steps to fulfil the duties and responsibilities of the superintendent under the building contract. The Project Manager may, at its own discretion, seek the assistance or advice of the architect or other consultants in discharging its duties and responsibilities as superintendent under the building contract, provided that the Project Manager shall not be obliged to act in accordance with such assistance or advice, and shall discharge its obligations as superintendent as required by the building contract.
- 2.15.1 Clerk of works
The Client may appoint a clerk of works for the project who shall be responsible and report to the Project Manager on behalf of the Client. The Project Manager shall arrange that the architect prepares and furnishes a schedule of functions and duties for any clerk of works. The Project Manager shall oversee the work carried out by the clerk of works.
 - 2.15.2 Required tests
The Project Manager shall arrange that all tests required in terms of the specifications for parts of the works and all other necessary or reasonably required tests as will be identified by the appropriate consultants are carried out particularly for those items or components for installation in the works which have a critical use or effect.
 - 2.15.3 Inspections of the works
Without in any way derogating from the limited responsibilities of the architect and other relevant consultants under their commissions from the Client, the Project Manager shall, from time to time, independently conduct inspections of the project and shall inform the Client of any material errors or omissions which it may discover and which are not referred to in reports from the architect and other relevant consultants or which are identified by the architect and other relevant consultants and shall direct the rectification thereof.
 - 2.15.4 Extensions of time
Where the builder submits claims for extensions of time under the building contract, the Project Manager shall confer with the relevant consultant and the Client as to allowance or disallowance of claims by the builder prior to certifying the claim, provided that the Project Manager shall not be obliged to act in accordance with any assistance or advice offered by the relevant consultant or the Client, and shall discharge its obligations as superintendent as required by the building contract. The Project Manager shall keep the Client regularly informed as to extensions of time allowed to the builder and shall furnish to the Client a copy of all revised construction programmes issued by the builder.
 - 2.15.5 Shop drawings, as-built drawings, manuals, samples and prototypes
The Project Manager shall monitor that all shop drawings, "as built" drawings, maintenance and operating manuals, samples and prototypes are reviewed by the architect and other relevant consultants with a view to establishing the accuracy thereof and reporting thereon to the Client.
 - 2.15.6 Information and interpretation
Any requests by the builder for information and interpretation of the building contract shall be promptly dealt with by the Project Manager on behalf of the Client. Where such Information or interpretation is likely to have a material consequence on the cost or date of practical completion of the project, the Project Manager must first seek a direction from the Client.
 - 2.15.7 Control of payments to the builder
All claims for progress payments or other payments under the building contract shall be checked by the Project Manager in consultation with the architect, other consultants and the quantity surveyor to verify their compliance with the terms of the building contract. The Project Manager shall then issue certificates where appropriate in accordance with the requirements of the building contract.
 - 2.15.8 Industrial disputes
The Project Manager shall promptly report to the Client on any industrial disputes and claims involving or affecting the execution of the works of which the Project Manager shall become aware. Following consultation with the architect, other relevant consultants and the builder (if considered appropriate), the Project Manager shall, within a reasonable time, submit recommendations to the Client on appropriate action to be taken to resolve the dispute.
 - 2.15.9 Deductions for uncorrected work
The Project Manager shall confer with the architect and quantity surveyor on any proposed deduction for uncorrected work executed by the builder as may be appropriate under the building contract. The Project Manager shall examine the nature and extent of the particular defective work and the sum proposed to be deducted and shall consult with the Client. Subject to such consultation, the Project Manager shall then communicate its approval or otherwise to the builder

- 2.15.10 Variations in the works
Except in an emergency, all proposals for variations in the works, however initiated, shall be reviewed by the Project Manager who shall consult with the Client and the relevant consultants and make recommendations to the Client and promptly issue instructions to the builder in accordance with the Client's direction.
- 2.15.11 Access to the site
The Project Manager and its authorised representatives may access the site for the purposes of performing their duties in accordance with this scope of services and the agreement between the Client and the Project Manager.
- 2.15.12 Information and Instructions
The Project Manager shall take reasonable steps to monitor that the architect and other consultants respond with due diligence to any request by the builder for information or instructions.

The Project Manager shall, from time to time, take reasonable steps to inform the Client as to any matters or information relating to the project as the Client might require, or of which it might reasonably be expected to be informed.

Any instructions or directions issued by the Project Manager to the architect or to any other consultants relating to matters of any kind where such instructions or directions are required to be given or made by the Project Manager under this agreement, shall be in clear, precise and prompt terms so as not to hinder or delay any activities of the architect, the other consultants and where appropriate, the builder. Any such instructions or directions given verbally by the Project Manager shall be promptly confirmed in writing.
- 2.15.13 Disputes
If any dispute arises with the builder or if the builder has invoked an arbitration provision of the building contract or notified the Project Manager of the builder's intention to commence arbitration or litigation proceedings, the Project Manager shall promptly notify the Client and shall communicate to the Client the facts and circumstances of any such dispute.
- 2.15.14 Insurance of the works
If required under the conditions of the building contract, the Project Manager shall take reasonable steps to assist the Client's insurance broker in effecting and maintaining the insurances required to be taken out by the Client under the building contract and such other insurances as may be appropriate for the project.
- 2.15.15 Insurance claims and notifications
The Project Manager shall confer with the Client on all claims made or proposed to be made under any insurance affected by the Client and shall, subject to the provisions of clause 2.17, advise and assist the Client in the prosecution and settlement of all such claims.
- 2.15.16 Notices of practical completion and final completion
The Project Manager shall take reasonable steps to facilitate that the works and any stages thereof are inspected by the architect or other relevant consultants as and when the same are completed by the builder. The Project Manager shall issue certificates of practical completion or final completion (as the case may require) in accordance with the building contract.
- 2.15.17 Rectification of defects
Upon practical completion of parts of the works according to the building contract, the Project Manager shall use all reasonable efforts to provide that the builder is properly and adequately dealing with the rectification of defects as soon as possible after the certificate of practical completion has been issued. The Project Manager shall take reasonable steps to provide that retention moneys and/or bank guarantees and/or any other security given by the builder under the building contract are not, subject to the provisions of the building contract, released to the builder before the rectification of defects has been satisfactorily completed.
- 2.15.18 Recording and rectification of defects notified in defects liability periods
The Project Manager shall, as defects become apparent during the defects liability period, under the building contract take reasonable steps to facilitate that those defects are recorded adequately by the architect and other consultants. The Project Manager shall take reasonable steps to provide that their rectification is completed before it issues a certificate of final completion and before the release of any retention moneys and/or bank guarantees or any other form of security given by the builder under the building contract.
- 2.15.19 Meetings
In addition to attending the monthly (or less regular frequency as directed by the Client) meeting of the Client's personnel involved in the control of the project, the Project Manager shall convene a monthly meeting ("the **project coordination meeting**") to be attended by representatives from all consultants engaged in the project, the builder and the Client. The Project Manager shall prepare agendas for such meetings and minutes of such meetings.

Where the Project Manager deems that the monthly (or less regular timeframe directed by the Client) meetings are no longer required and / or that such meetings can occur less frequently, the Project Manager shall seek the Client's approval to amend the frequency of such meetings in line with the project Programme and the needs of the project.

The Project Manager shall, subject to the provisions of clause 2.17, also attend all on-site meetings, coordination meetings, meetings of consultants, meetings with authorities and all other meetings relating to the project at which the Client requires the Project Manager's presence.
- 2.16 **Environment and health & safety**
The Project Manager shall require each consultants' (including the builder's designs under a design and construct contract) design documentation be produced in accordance with all relevant federal, state and local government environmental, health & safety legislation and safety in design legislation.
- 2.17 **Other services**
Other reasonable services as advised in writing by the Client to the Project Manager. The Project Manager reserves the right to increase their fee where such a request by the Client, in the opinion of the Project Manger increases the scope of services beyond that expected from a Project Manager.