

**GOOD HOPE SCHOOL**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE**  
**AT ROOF OF SACRED HEART WING**

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**GOOD HOPE SCHOOL**

**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**MEMORANDUM OF AGREEMENT**

# GOOD HOPE SCHOOL

## CONSULTANCY AGREEMENT

### FOR

## CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE AT ROOF OF SACRED HEART WING

### MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN GOOD HOPE SCHOOL  
of <sup>1</sup> 303 Clear Water Bay Road, Kowloon, Hong Kong. ("the Employer")  
and <sup>2</sup> \_\_\_\_\_  
of <sup>3</sup> \_\_\_\_\_ ("the Consultant").



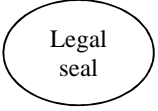

#### WHEREAS:

- A. The Employer is desirous of the Consultant providing professional services in respect of the Construction of the Greenhouse at Roof of Sacred Heart Wing for Good Hope School ("the Project") details of which are set out in the annexed Brief.
- B. The Consultant has agreed to provide the professional services subject to the following terms and conditions.

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. In this Memorandum of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions (referred to at Clause 2(a) and (b) below) except when the context otherwise requires.
- 2. This Memorandum of Agreement and the documents annexed to it namely:
  - (a) The General Conditions of Employment for Consultancy Services,
  - (b) Special Conditions of Employment,
  - (c) The Brief,
  - (d) The Schedule of Fees, and
  - (e) Any relevant Correspondence attached hereto shall constitute the Agreement.
- 3. In consideration of the payments to be made at the times and in the manner set forth in the Agreement by the Employer the Consultant hereby undertakes to perform and complete the Services subject to and in accordance with the Agreement.

IN WITNESS this MEMORANDUM OF AGREEMENT has been executed as a deed on the date first above written

SIGNED, SEALED AND DELIVERED by the ) Employer by ) [Insert name and appointment of officer] ) in the presence of : ) ) ) _____ ) [Name] ) [Occupation] ) [Address] )	[Signature of the officer]	
(a) SEALED with the COMMON SEAL of ) [name of Consultant] and SIGNED by ) [name ] [its director(s) or director and ) secretary or person(s) authorised to sign the ) Agreement by its board of directors ) in the presence of: ) ) ) _____ ) [Name] ) [Occupation] ) [Address] )	[Signature of the director(s) etc]	
(b) SIGNED, SEALED AND DELIVERED by the ) [the Consultant] by [name] his/her*/its* ) attorney under power of attorney dated ) [ ] ) in the presence of : ) ) ) _____ ) [Name] ) [Occupation] ) [Address] )	[Signature of the attorney]	
(c) SIGNED, SEALED AND DELIVERED by ) [name of individual] trading as ) [name of the Consultant firm] ) in the presence of : ) ) ) _____ ) [Name] ) [Occupation] ) [Address] )	[Signature of the individual]	

NOTES: (for preparation of but not inclusion in the engrossment of the Memorandum of Agreement)  
 Case (a) is for use where the Consultant executes under common seal.  
 Case (b) is for use where the Consultant executes through an attorney.  
 Case (c) is for use where the Consultant is owned by an individual.

- 1 Insert the address for service of documents.
- 2 Insert the name of the Consultant.
- 3 Insert the address of the Consultant.
- \* Delete as appropriate

**GOOD HOPE SCHOOL**

**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**GENERAL CONDITIONS OF EMPLOYMENT**

**GOOD HOPE SCHOOL**  
**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**GENERAL CONDITIONS OF EMPLOYMENT**

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# CONSULTANCY AGREEMENT

## FOR

### CONSULTANCY SERVICES FOR THE CONSTRUCTION OF THE GREENHOUSE AT ROOF OF SACRED HEART WING

#### GENERAL CONDITIONS OF EMPLOYMENT

##### Interpretation

##### Definitions

1. In the Agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires :-

"Agreement" means and includes the Memorandum of Agreement, the General Conditions of Employment, any Special Conditions of Employment, the Brief, Schedule of Fees and such other documents as may be referred to in the Memorandum of Agreement;

"Supervising Officer" means the Supervising Officer appointed by the Employer in a works contract;

"Supervising Officer's Representative" means the Supervising Officer's Representative appointed in a works contract;

"Assignment" means that part of the Project undertaken by the Consultant as detailed in the Brief;

"Brief" means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment. All other amendments/ variations made due to the Project shall also be regarded as part of the works to be included under this Assignment;

"Consultant" means the person, firm or company named as "the Consultant" in the Memorandum of Agreement and includes the Consultant's permitted assignees;

"Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Brief which are to be produced by the Consultant under this Agreement;

"Employer" means the school named as "the Employer" in the Memorandum of Agreement ;

"Employer's Representative" means such person as may be appointed from time to time by the Employer and notified in writing to the Consultant to act as the Employer for the purposes of this Agreement and the person so appointed may be described either by name or as the holder for the time being of an office;

"Project" means the scheme described in the Brief, of which the Assignment forms a part;

"Services" means duties, works, services, surveys and investigations to be carried out and obligations to be fulfilled by the Consultant under this Agreement;

"Sub-Consultant" means the person, firm or company appointed by the Consultant under separate agreement(s) between the Consultant and the Sub-consultant(s), to provide comprehensive professional services towards the project.



Singular and plural	2. Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.
Marginal headings	3. The index, marginal notes or headings in any documents forming part of this Agreement shall not in any way vary, limit or extend the interpretation of the Agreement.
Laws	4. This Agreement shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region.
Interpretation	5. The Interpretation and General Clauses Ordinance shall apply to this Agreement.

**Documents and Information**

Memorandum of Agreement	6. The Consultant when called upon to do so shall enter into and execute a Memorandum of Agreement which shall be prepared at the cost of the Employer in the form annexed with such modifications as may be necessary.
Documents mutually explanatory	7. (1) Save to the extent that any Special Conditions of Employment provides to the contrary, the provisions of these General Conditions of Employment shall prevail over those of any other documents forming part of this Agreement.  (2) Subject to sub-clause (1) of this Clause the several documents forming this Agreement are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be explained and adjusted by the Employer.
Use of English and metric units	8. All correspondence in connection with this Agreement shall be in English. All Deliverables shall be in English and metric units shall be used throughout unless otherwise stated in the Brief or approved by the Employer's Representative.
Confidentiality	9. (1) Except as necessary for the performance of the Services, the Consultant shall not (except with the prior written consent or as instructed by the Employer) disclose the terms and conditions of this Agreement or any report, document, specification, drawing, plan, software, data or other particulars furnished by or on behalf of the Employer in connection therewith, or any such or similar information generated or produced by the Consultant pursuant to this Agreement, to any person other than a person employed or engaged by the Consultant in carrying out this Assignment, an agent of the Consultant, any approved Sub-consultant or the Consultant's accountants, insurers and legal advisers.  (2) Any disclosure to any person, agent, Sub-consultant, accountant, insurer, legal adviser permitted under sub-clause (1) of this Clause shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purpose of this Agreement.  (3) The Consultant shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that his directors, employees, agents, sub-consultants, accountants, insurers and legal advisers as mentioned in sub-clause (1) are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Agreement. If required by the Employer, the Consultant undertake to procure for and on behalf of the Employer a confidentiality agreement in a form to be prescribed by the Employer from any director, employee, agent, sub-consultant, accountant, insurer and legal adviser to whom any confidential information is to be disclosed.  (4) The Consultant shall not without the prior written consent of the Employer publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or through any electronic medium, any article, photograph or illustration relating to this Agreement.

- (5) If the Consultant has provided the Employer with documents and information which he has declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Employer within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. In relation to disputes between the Employer and the Consultant, the Employer may subject to the following provisions disclose the outline of any dispute and the terms of settlement for which a settlement agreement has been reached with the Consultant
- (6) The Consultant shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach by the Consultant or his directors, employees, agents, sub-consultants, accountants, insurers or legal adviser of this clause.
- (7) The provision of this clause shall survive the termination of this Agreement (however occasioned) and shall continue in full force and effect notwithstanding such termination.
- Information to be supplied by the Employer 10. (1) The Employer's Representative shall keep the Consultant informed on such matters as may appear to him to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as shall reasonably be required for the performance of the Services.
- (2) All information relevant to the Assignment which is readily available shall be supplied free of charge to the Consultant subject to the provisions in the Brief. Any documents supplied free of charge to the Consultant shall be returned to the Employer's Representative if so required.
- (3) The Consultant shall take all necessary steps to approach the Employer's Representative for the supply of information and for making additional copies of any information supplied.
- Information to be supplied by the Consultant 11. The Consultant shall, through the Employer's Representative, keep the Employer informed on all matters related to the Assignment within the knowledge of the Consultant including details of all staff employed by him in the performance of the Services and shall answer all reasonable enquiries received from the Employer's Representative and render reports at reasonable intervals when asked to do so, and shall assist the Employer's Representative to form an opinion as to the manner in which he is proceeding with the Assignment.
- Retention of documents and audit inspection 12. (1) For a period of 12 years commencing from the date of issue of the certificate by the Consultant stating the final contract sum in a works contract in which the Consultant is acting as the Supervising Officer or some other date as notified in writing by the Employer to the Consultant, the Consultant shall retain and store all records, measurement books, accounts and other information in respect of the works contract.
- (2) The Consultant shall give assistance to authorized public officers for the purposes of audit inspection to inspect such records, measurement books, accounts, and other information whatsoever and shall answer queries or supply information reasonably requested by such officers in pursuance of such audit inspection.
- Attendance at meetings 13. The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Employer's Representative to which he may be summoned and shall advise and assist the Employer and the Employer's Representative on all matters relating to the Services.

Facilities  
for inspection

14. The Consultant shall at all times give to the Employer, his representatives and any persons duly authorized by him reasonable facilities to inspect or view the contract works covered by this Agreement and the sites for such contract works; and all plans, drawings, specifications, records and correspondence in his possession relevant to any works contracts covered by this Agreement.

Approval of  
documents

15. (1) All drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the Consultant for or in connection with any invitation for tenders shall not be used for such purpose unless they shall first have been approved by the Employer's Representative in writing.
- (2) Any major revisions to such approved drawings, designs, plans, specifications, bills of quantities or other documents, matters or things shall not be used for any purposes unless they have been approved by the Employer's Representative in writing.
- (3) The Consultant shall, when so requested by the Employer, submit in writing for his approval such drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the Consultant as a direct requirement of the Assignment as the Employer's Representative may specify or require.
- (4) No such approval shall affect the responsibility of the Consultant in connection with the Services.

**Employer's Representative**

Employer's  
Representative

16. The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer's Representative and, subject to any limitations imposed by the Employer's Representative in any letter of authority granted by him, such other person to whom the Employer's Representative may delegate his powers.

**Services to be undertaken by the Consultant**

- |                         |  |
|-------------------------|--|
| Amendments to the Brief | <p>17. (1) The Employer shall make any changes to the Brief which he considers necessary or desirable for the successful completion of this Assignment or the Project.</p> <p>(2) Any queries or suggestions for amendments to the Brief shall be referred to the Employer for his clarification or instructions regarding further action.</p>   |
| Written approval        | <p>18. The Consultant shall obtain the prior written approval of the Employer prior to entering into any commitment for expenditure for which there is provision for reimbursement under the Schedule of Fees.</p>   |
| Consultation            | <p>19. (1) The Consultant shall, as may be necessary for the successful completion of the Assignment, consult all authorities, including public utility companies, having rights or powers in connection with the Assignment and bodies or persons affected by the Assignment.</p> <p>(2) The Consultant shall consult with all persons and entities listed in the Brief or who may be appointed by the Employer or nominated by the Employer in regard to any particular aspect of the Project and in consequence thereof make such changes in the production of the Deliverables as may be approved by the Employer's Representative.</p> <p>20. <i>(Not used).</i></p>  |
| Exclusive ownership     | <p>21. (1) The Employer shall become the absolute and exclusive owner of all Deliverables and all intellectual property rights subsisting therein free from all encumbrances save those intellectual property rights belonging to a third party in respect of which sub-clause (3) of this Clause shall apply.</p> <p>(2) The Consultant hereby undertakes and warrants to the Employer that he is, except in respect of those Deliverables referred to in sub-clause (3) of this Clause, the sole legal and beneficial owner of all intellectual property rights in all Deliverables.</p> <p>(3) The Consultant hereby further undertakes and warrants to the Employer that to the extent that beneficial ownership of any intellectual property rights subsisting in any Deliverables are vested in anyone other than the Consultant, the Consultant shall procure that the beneficial owner shall grant to the Employer and any person as the Employer's Representative may instruct: (i) a transferable, non-exclusive, royalty-free and irrevocable licence (carrying the right to grant sub-licences) to utilize the intellectual property rights in such Deliverables for all purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof; and (ii) an indemnity upon the same terms mutatis mutandis as those set out in sub-clause (5) of this Clause. For the avoidance of doubt, any such licence and indemnity granted shall not be determined if this Agreement is suspended or determined pursuant to Clause 41 or otherwise.</p> <p>(4) The Consultant shall, at the request of the Employer's Representative, do such acts and execute all such deeds and documents (or procure that same be done or executed) as the Employer's Representative may require to vest any or all of the rights referred to in this Clause in the Employer or any other person as the Employer's Representative may instruct. The Consultant shall bear his own costs and expenses in relation thereto.</p> |

- (5) The Consultant hereby indemnifies the Employer against all claims, proceedings, actions, damages and losses incurred or sustained by the Employer arising from the use of the Deliverables and the intellectual property rights subsisting therein (whether owned by the Consultant or other parties) provided that in respect of those intellectual property rights referred to in sub-clause (3) of this Clause, the liability of the Consultant under this sub-clause (5) shall be limited to liability arising from uses for the purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof. The indemnity herein shall survive termination of this Agreement.
- (6) Solely for the purposes of this Clause and sub-clause (8) of Clause 41, “Deliverables” means all the reports, drawings documents, software, certificates and other items described in the Brief (whether or not such reports, drawings, documents, software, certificates or other items described in the Brief are in completed forms or otherwise) which are to be produced by the Consultant under the Assignment.
- Care and diligence 22. (1) The Consultant shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as his duties are discretionary, shall act fairly between the Employer and any third party.
- (2) The Consultant shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Consultant becomes aware in the performance of the Services.
- (3) The Consultant shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Consultant, his servants and agents, of all and singular the Services.
- (4) In the event of any errors or omissions for which the Consultant is responsible and as a result of which re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under this Agreement, at his own cost re-execute such Services to the satisfaction of the Employer’s Representative.
- Instructions and procedure 23. The Consultant shall comply with all reasonable instructions of the Employer or the Employer’s Representative. The Employer’s Representative shall issue to the Consultant general instructions on procedure and shall supply such additional information as may be required. The Consultant shall follow the Employer’s procedures so far as possible and shall obtain the prior approval in writing of the Employer’s Representative to major departures from such procedures. Nothing in this Clause shall be deemed to affect the responsibility of the Consultant in connection with the Services.
- Approval for variations and other expenditure 24. (1) The Consultant when acting as Supervising Officer in any works contracts covered by this Agreement shall obtain the prior approval in writing of the Employer before ordering a variation to the contract works or to the commitment otherwise of the Employer to expenditure under the works contracts other than in respect of claims, if the net value of such order or commitment is estimated to exceed the sum specified in the Brief or, if not specified in the Brief, as advised in writing by the Employer. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer.

- (2) The Consultant when acting as the Supervising Officer and/or the Supervising Officer's Representative in any works contracts covered by this Agreement may order a variation to the contract works in accordance with the provisions of the works contracts or otherwise commit the Employer to expenditure under the works contracts other than in respect of claims if the value of such order or commitment is estimated not to exceed the sum referred to in the Brief. Variations ordered or commitment made by the Consultant in accordance with the foregoing shall, subject to any prior contrary instructions given by the Employer's Representative to the Consultant, be deemed to have been approved by the Employer.

Referral of variations and claims

25. Notwithstanding the requirements of Clause 24 above, the Consultant shall :-
- (a) when acting as the Supervising Officer and/or the Supervising Officer's Representative in any works contracts, report the details of every variation to the contract works under any such works contracts, including the reasons for it and its estimated value, to the Employer's Representative for information as soon as the variation is ordered; and
  - (b) when acting as the Supervising Officer in any works contracts, report to the Supervising Officer's Representative all delays to the progress of the contract works under any such works contracts and, except for those delays solely in respect of inclement weather conditions or the hoisting of tropical cyclone warning signal No. 8 or above or a black rainstorm warning, refer his assessment of the grant of extension of time for completion, if any, to the Employer to enable the Employer to provide his view of the matter before the Consultant reaches a decision.

The foregoing reporting to the Employer's Representative and referral to the Employer shall be in writing.

Programme to be submitted and agreed

26. (1) The Consultant may propose changes to some or all of the key dates specified in the Brief for the consideration of the School into the draft programme prepared under sub-clause (2) of this Clause. If any of such proposed changes are agreed by the Employer's Representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.
- (2) The Consultant shall submit a draft programme which shall be in accordance with the requirements of the Brief and shall incorporate the key dates specified in the Brief, including any changes agreed under sub-clause (1) of this Clause.
- (3) The Employer's Representative shall either agree the draft programme or instruct the Consultant to submit a revised draft programme.
- (4) If the Employer's Representative does not agree the revised draft programme submitted under sub-clause (2) of this Clause, he shall issue an instruction under Clause 23.
- (5) When the Employer's Representative has agreed the draft programme or the revised draft programme submitted under sub-clause (2) of this Clause or such other draft programme as may result from sub-clause (4) of this Clause, the agreed draft programme or the revised draft programme shall become the Programme for carrying out the Assignment and shall be amended only with the approval of the Employer's Representative.

**Payment**

Payment

27. Payments under this Agreement shall be made in accordance with the Schedule of Fees.

Fees to be inclusive

28. Unless provided otherwise, the fees quoted in the Schedule of Fees shall be inclusive of all labour, materials and expenses incurred in the performance of the Services.

Payment in Hong Kong dollars	29.	Unless provided otherwise, payment shall be made in Hong Kong in Hong Kong dollars.
Expenses incurred in currencies other than Hong Kong dollars	30.	<p>(1) The Consultant shall specify in his claims for fees on a time charge basis any reimbursable expenses associated with these fees incurred by the Consultant or one of his associated firms in a currency other than Hong Kong dollars the calendar month during which the Services to which they relate are performed. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking School (HSBC) at the commencement of business on the last working day of that month.</p> <p>(2) The Consultant shall specify in a claim for other reimbursable expenses incurred in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking School (HSBC) at the commencement of business on the date the expense was paid.</p> <p>(3) Payment of claims under sub-clauses (1) and (2) of this Clause may alternatively be arranged by conversion to Hong Kong dollars at the actual rate of exchange used, on production of a copy of the relevant exchange receipt issued by the bank.</p>
Payment of accounts	31.	<p>(1) Except as provided for in sub-clause (2) of this Clause accounts of all money due from the Employer to the Consultant in accordance with this Agreement shall be paid within 42 days after receipt of the Consultant's invoice by the Employer. In the event of failure by the Employer to make payment to the Consultant in compliance with the provisions of this Clause the Employer shall pay to the Consultant interest at one percent below the judgment debt rate prescribed from time to time by the Rules of the High Court (Chapter 4 of the Laws of Hong Kong) upon any overdue payment from the date on which the same should have been made.</p> <p>(2) If any item or part of an item of an account rendered by the Consultant is reasonably disputed or reasonably subject to question by the Employer, the Employer shall within 21 days after receipt of the Consultant's invoice by the Employer inform the Consultant in writing of all items which are under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (1) of this Clause shall apply to such remainder.</p>
Rendering of accounts	32.	The Consultant shall render his accounts for interim payments in accordance with the Schedule of Fees.
Payment for additional Services	33.	<p>The Consultant shall be entitled to payment for the performance of any Services which he could not reasonably have anticipated at the time of entering into this Agreement resulting from :-</p> <p>(a) explanations or adjustments made under Clause 7;</p> <p>(b) changes to the Brief made under sub-clause (1) of Clause 17;</p> <p>(c) clarifications or instructions given under sub-clause (2) of Clause 17;</p> <p>(d) appointments or nominations made under sub-clause (2) of Clause 19; or</p> <p>(e) instructions given under Clause 23.</p>

Reduction of fees

34. If it is determined by the Employer that there shall be a reduction in the Services resulting from :-
- (a) explanations or adjustments made under Clause 7;
  - (b) changes in the Brief made under sub-clause (1) of Clause 17;
  - (c) clarifications or instructions given under sub-clause (2) of Clause 17;
  - (d) appointments or nominations made under sub-clause (2) of Clause 19; or
  - (e) instructions given under Clause 23,

then the Employer shall be entitled to a reduction in the fees in respect of such a reduction in the Services.

Payment for delays

35. (1) The Consultant shall be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services provided that the delays are not attributable to default on the part of the Consultant.
- (2) The Consultant shall notify the Employer in writing within 28 days of such a delay occurring and shall detail the reasons which in their opinion give rise to the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur. If the Consultant fails to comply with this notice provisions in respect of claiming additional costs for delays, such claims shall not be considered.
- (3) The Consultant shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Employer may require the Consultant to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim. The Consultant shall permit the Employer to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Employer so requires.
- (4) After giving a notice of delay to the Employer under sub-clause (2) of this Clause, the Consultant shall, as soon as is reasonable, send to the Employer a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer may reasonably require, the Consultant shall send to the Employer further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.
- (5) If the Consultant fails to comply with the provisions of sub-clauses (3) or (4) of this Clause in respect of any claims under this Clause, the Employer may consider such claim only to the extent that the Employer is able to assess based on the information available to him.
- (6) The Consultant shall take all reasonable steps to mitigate the costs which he may incur as a result of the delays.



## General

36. *(Not used)*
- Non-assignment 37. The Consultant shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.
- Employment and replacement of sub-consultants 38. The Consultant shall obtain the prior written approval of the Employer to :-  
(a) the appointment of Sub-consultant to undertake any part of the Services, and  
(b) the replacement of any Sub-consultant appointed under sub-clause (a) of this Clause.
- Liability of the Consultant for acts and defaults of any sub-consultant appointed 39. The appointment of a Sub-consultant to undertake any part of the Services shall not relieve the Consultant from any liabilities or obligations under this Agreement and he shall be responsible for the acts, defaults and neglects of any Sub-consultant, their agents, servants or workers as fully as if they were the acts or defaults or neglects of the Consultant, his agents, servants or workers.
- Publicity relating to contract works 40. In cases where notice or display boards are erected on the site for any contract works covered by this Agreement, the Consultant shall have the right, if he so elects, to have his name, designation and address inscribed on such boards.
- Suspension, Resumption or termination 41. (1) This Agreement may be suspended or terminated by the Employer at any time, by the Employer giving the Consultant one month's notice in writing.  
(2) On suspension or termination the Consultant shall be paid all fees and expenses commensurate with the Services performed by him up to the date of suspension or termination which may then be due.  
(3) In the event of suspension or termination the Consultant shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of notice of suspension or termination which he may have properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.  
(4) The payments referred to in sub-clauses (2) and (3) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination.  
(5) In the event of suspension and subsequent resumption of this Agreement the Consultant shall be reimbursed any expenses necessarily incurred as a result of such resumption.  
(6) If this Agreement is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payments on account towards the fee payable under this Agreement.  
(7) Should this Agreement continue to be suspended for a period of more than two years then either :-  
(a) it shall be terminated upon the written notice of either party, or  
(b) it may be renegotiated with the agreement of both parties.  
(8) Upon suspension or termination the Consultant shall forthwith at his own costs deliver to the Employer the number of copies as required under the Brief of all Deliverables thus far carried out up to the date of suspension or termination.

- |                        |   |
|------------------------|---|
| Special risks          | <p>42. (1) The Consultant shall not be liable for any failure to perform the Services caused by the special risks.</p> <p>(2) Should the performance by the Consultant of the Services be prevented or adversely affected by the special risks, he shall forthwith give notice in writing thereof within 14 days of the event to the Employer and, subject to such notice having been given, within the time as required, shall be reimbursed any extra costs and expenses as may have been necessarily incurred by reason of the special risks.</p> <p>(3) If at any time, by reason of the special risks, it shall be impossible or impracticable to give notice in writing to the Employer in Hong Kong under the provisions of sub-clause (2) of this Clause, such notice may be given by or on behalf of the Consultant to any Economic and Trade Office of the Government of the Hong Kong Special Administrative Region wherever situated.</p> <p>(4) Should the performance by the Consultant of the Services be wholly or substantially prevented by the special risks for a period of not less than 90 consecutive days, he shall be entitled at the expiration of such period of 90 days to give to the Employer not less than 14 days notice in writing terminating this Agreement. Upon the expiration of such notice, the Consultant shall be entitled to receive the same remuneration and reimbursement as if this Agreement had been terminated by the Employer under Clause 41 plus any payments which may have become payable under sub-clause (2) of this Clause.</p> <p>(5) For the purpose of this Clause, "the special risks" means the outbreak of war affecting Hong Kong, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion or any similar cause beyond the control of the Consultant which prevent or adversely affect the performance of the Services.</p> |
| Appeal to Employer     | <p>43. (1) The Consultant shall have the right to appeal to the Employer against any instruction or decision of the Employer's Representative which he considers to be unreasonable.</p> <p>(2) Where a dispute or difference has arisen over an Employer's direction, instruction or decision given under the Agreement the Consultant shall carry out that direction, instruction or decision notwithstanding that it has been disputed until and if that direction, instruction or decision has been revised in mediation or arbitration as provided for in Clause 44.</p>   |
| Settlement of disputes | <p>44. (1) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.</p> <p>(2) If the dispute or difference cannot be resolved within 2 months of such a meeting under sub-clause (1) of this Clause or upon written agreement that the dispute or difference cannot be resolved, either the Employer or the Consultant may at any time thereafter request that the matter be referred to mediation in accordance with and subject to The Government of the Hong Kong Special Administrative Region Construction Mediation Rules or any modification thereof for the time being in force.</p>   |

- (3) If the matter cannot be resolved by mediation, or if either the Employer or the Consultant does not wish the matter to be referred to mediation then either the Employer or the Consultant may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance and any reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate, or the failure of the mediation.
- (4) (i) Subject to paragraphs (ii) and (iii) of this sub-clause, the Domestic Arbitration Rules (2014) of the Hong Kong International Arbitration Centre (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause
- (ii) Notwithstanding any provision of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong unless the parties otherwise agree.
- (iii) Article 20.1 of the Arbitration Rules shall be deleted and replaced by:  
 “ 20.1(a) The arbitration proceedings are private and confidential between the parties and the arbitrator. Subject to the provisions of section 18 of the Ordinance and these Rules, no information relating to the arbitration shall be disclosed by any person without the written consent of each and every party to the arbitration.  
 Disclosures are permissible where disclosures –  
 (a) are necessary for implementation or enforcement;  
 (b) are required by the parties’ auditors or for some other legitimate business reason;  
 (c) are required by any order of the courts of Hong Kong or other judicial tribunal;  
 (d) are necessary for the making of claims against any third party or to defend a claim brought by any third party.
- 20.1(b) Notwithstanding Article 20.1(a) and subject to the following provisions, the party comprising the Employer may disclose the outline of any dispute with the other party and the outcome of the arbitration to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Employer shall inform the other party. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the outcome of the arbitration without the written consent of the other party but such consent shall not be unreasonably withheld. The other party shall be deemed to have given his consent to disclosures on the expiry of the first 6 months from the date of the outcome of the arbitration. The other party may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate ground to accede to the other party’s request, the Employer shall convey the request to the said Committee for its consideration.”
- (5) All the provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause.
- (6) For the purposes of this Clause, “Arbitration Ordinance” means the Arbitration Ordinance (Cap. 609) or any statutory modification thereof for the time being in force.

Prevention of bribery	45. The Consultant shall prohibit his directors, employees, agents and Sub-consultants who are involved in this Assignment either directly or indirectly on the formulation and implementation of a Government or Government subvented project from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201. The Consultant shall also caution his directors, employees, agents and sub-consultants against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Assignment. The Consultant shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure that his directors, employees, agents and sub-consultants are aware of the aforesaid prohibition and will not solicit or accept any advantages, excessive hospitality, etc. when conducting business in connection with this Agreement
Declaration of interest	46. (1) On appointment and during the currency of this Agreement, the Consultant must declare any interest if it is considered to be in real or apparent conflict with the Services. The Consultant shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Employer which approval shall not be unreasonably withheld.  (2) In any case, the Consultant or any of his associated companies shall not undertake any services for a contractor in respect of a contract between that contractor and the Employer for which the Consultant is providing a service to the Employer.
Insurance	47. (1) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22, the Consultant shall effect and maintain with well established insurers of repute, professional indemnity insurance for a minimum amount as stated in the Brief in respect of the Services or any part thereof provided by the Consultant, for any one occurrence or series of occurrences arising out of any one event, or each and every claim, from the date of commencement of this Agreement until 6 years from the date of notification of completion in writing issued by the Employer (hereinafter referred to in this Clause as the "requisite period"). The professional indemnity insurance shall be effected with an insurer or insurers acceptable to the Employer. The Consultant shall immediately inform the Employer in writing if such insurance ceases to be available at reasonable commercial rates or otherwise is not maintained in accordance with this Clause or for any reason becomes void or unenforceable.  (2) If the insurance policy is project specific, the maximum deductible/excess allowed under the policy shall not exceed 20% of the minimum amount required under sub-clause (1) of this Clause.

- (3) (a) If (i) the insurance policy contains a limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy, and (ii) the period of insurance under the insurance policy is twelve months or less, then either:
- (A) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall be reinstated in full upon exhaustion of the limit of indemnity by reason of indemnity payments made on account of any claim, loss, damage, liability, cost or expense paid or payable under the insurance policy until the total amount of indemnity payable by the insurer under the insurance policy reaches 2 times the minimum amount required under sub-clause (1) of this Clause; or
  - (B) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall not be less than 2 times the minimum amount required under sub-clause (1) of this Clause; or
  - (C) the limit of indemnity for any one occurrence or series of occurrences arising out of any one event, or each and every claim under the insurance policy shall not be less than 2 times the minimum amount required under sub-clause (1) of this Clause.
- (b) If (i) the insurance policy contains a limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy, and (ii) the period of insurance under the insurance policy exceeds twelve months, then either:
- (A) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall be reinstated in full upon exhaustion of the limit of indemnity by reason of indemnity payments made on account of any claim, loss, damage, liability, cost or expense paid or payable under the insurance policy until the total amount of indemnity payable by the insurer under the insurance policy reaches 3 times the minimum amount required under sub-clause (1) this Clause; or
  - (B) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall not be less than 3 times the minimum amount required under sub-clause (1) of this Clause ; or
  - (C) the limit of indemnity for any one occurrence or series of occurrences arising out of any one event, or each and every claim under the insurance policy shall not be less than 3 times the minimum amount required under sub-clause (1) of this Clause.

- (4) The Consultant shall provide to the Employer within 60 days from the date of commencement of this Agreement and thereafter, in the case where the insurance policy does not cover the entire requisite period, within 7 days of professional indemnity insurance being effected upon the expiry of the insurance policy:
- (i) an undertaking that the current insurance policy complies with the terms in this Clause in Form A in Annex 1 to these General Conditions of Employment; and
  - (ii) a certified copy of the full insurance policy for the approval of the Employer unless the Consultant can demonstrate to the satisfaction of the Employer that it is not reasonably practicable to provide a certified copy of the full insurance policy in which event the Consultant shall provide a certificate in Form B in Annex 2 to these General Conditions of Employment issued by the insurer or insurance broker of the insurance policy and any information relating to the insurance policy that the Employer may reasonably require.
- (5) If the Consultant shall fail upon request to produce to the Employer satisfactory evidence that there is in force professional indemnity insurance required under this Clause, the Employer may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose. The Employer shall be entitled to deduct such premium, together with expenses incurred, from monies due to the Consultant under this Agreement and/or to recover such amount as a debt due from the Consultant.
- (6) In determining the period of insurance under an insurance policy for the purpose of this Clause, any extension or renewal of the insurance policy shall be treated as a separate insurance policy and shall not have the effect of extending the period of insurance.

Statutory  
Compliance

48. (1) Where the contract works in any works contract administered by the Consultant under this Agreement are carried out in or for or in connection with buildings belonging to Government and are exempted from the application of the Buildings Ordinance (Cap. 123), the Consultant engaged in the Assignment, notwithstanding such exemption or unless expressly stated otherwise in the Brief, is obliged to ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendment thereto (hereinafter referred to as “the relevant conditions and regulations of the Buildings Ordinance”) are complied with in the Assignment.
- (2) The Consultant shall conform in all respects with the provisions of any enactment, the regulations or bye-laws of any local or duly constituted authority, and the rules and regulations of any public bodies and statutory authorities and any additions or amendments thereto during the continuance of the Services, which are applicable to the Services, by making submission to and obtaining consent from all relevant statutory bodies and Government departments. The Consultant shall bear the costs for such compliance requirement.
- (3) Unless expressly stated otherwise in this Agreement, the relevant conditions and requirements of the Buildings Ordinance shall prevail to the extent only that such relevant conditions and requirements of the Buildings Ordinance imposes conditions or requirements in excess of or more onerous than those specified under or pursuant to the Agreement.

<p>Authorised Person/Registered Structural Engineer/Registered Geotechnical Engineer</p>	<p>49.</p>	<p>Further to Clause 48, where the contract works in any works contract administered by the Consultant under this Agreement are carried out in or for or in connection with buildings belonging to Government and are exempted from the application of the Buildings Ordinance (Cap. 123), the Consultant is required, notwithstanding such exemption, to deploy an Authorised Person (AP), a Registered Structural Engineer (RSE) or a Registered Geotechnical Engineer (RGE), where applicable, duly qualified and registered under and in accordance with the Buildings Ordinance, to be responsible for the performance of the relevant part of the Services as if the Buildings Ordinance was applicable to the contract works. The Authorised Person, Registered Structural Engineer and Registered Geotechnical Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the contract works as if the Buildings Ordinance were applicable to the contract works.</p>
<p>Referral of commencement of the contract works, completion of the contract works and completion of maintenance work of the contract works</p>	<p>50.</p>	<p>(1) The Consultant when acting as the Supervising Officer in any works contract administered by the Consultant under this Agreement shall refer to the Employer in writing within a reasonable period before his intention of:</p> <ul style="list-style-type: none"> <li>(a) advising the Contractor the date for commencement of the contract works;</li> <li>(b) issuing any certificate of completion in respect of the contract works or section or part of the contract works, as the case may be; and</li> <li>(c) issuing any maintenance certificate or defects rectification certificate in respect of the contract works.</li> </ul> <p>(2) The Employer shall provide his view on the matter to the Consultant before the Consultant reaches his decision.</p> <p>(3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the works contract.</p>
<p>Referral before ordering suspension of the contract works and giving the Supervising Officer's decision on disputes in a works contract</p>	<p>51.</p>	<p>(1) The Consultant when acting as the Supervising Officer in any works contract shall refer to the Employer in writing within a reasonable period before the Consultant intends to order suspension of the progress of the contract works or any part thereof to allow the Employer to give his view on the proposed suspension. This requirement is subject to the exception that the Consultant may in the case of an emergency order a suspension of the progress of the contract works or a part thereof where it is impractical to first get the Employer's view on the proposed suspension.</p> <p>(2) The Consultant when acting as the Supervising Officer in any works contract shall refer to the Employer in writing within a reasonable period before the Consultant intends to make his decision on a dispute referred to him by the Contractor under a dispute resolution clause in a works contract. Such referral shall include the Consultant's assessment of the dispute, either on granting of extension of time and/or claims for additional or reduction of costs incurred by the Contractor, to enable the Employer to provide his view of the matter before the Consultant reaches a decision.</p> <p>(3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the works contract.</p>

**Form A – Letter of Undertaking for Professional Indemnity Insurance**

**TO: GOOD HOPE SCHOOL**

Dear Sirs,

Insert name of consultant

Insert consultancy agreement title

Insert policy no. and name of insurer

**LETTER OF UNDERTAKING**

We hereby undertake that the above professional indemnity insurance policy effected pursuant to sub-clause (1) of General Conditions of Employment 47 of the above Agreement complies with the terms of the said General Conditions of Employment Clause 47.

Yours faithfully,



**Form B – Certificate of Insurance**

**TO: GOOD HOPE SCHOOL**

Dear Sirs,

**Insert** NAME OF INSURED  
**Insert** CONSULTANCY AGREEMENT TITLE  
DATE  
PARTIES: The [Full Name of the School] (“the Employer”) and [ ] (“the Consultant”)

**Professional Indemnity Insurance**

We \*[are the Insurer / act as Insurance Broker] to “the Consultant” above and confirm that the Insurance Policy with main terms detailed below has been effected for the period \_\_\_\_\_ to \_\_\_\_\_ and that all invoiced premium has been paid \*[and has been/will be settled with the Insurers].

Main terms of the Insurance Policy are as follows:

- Insurers/Security: Insert Insurer Name(s)
- Policy No.: Insert Policy Number
- Insured Business/ Project: Insert details
- Retroactive Date (if any):
- Professional Business/  
Firm’s Business: Insert Business Description/Professional Activities as shown on the policy schedule.
- Sub Consultants: Confirm that the policy extends to cover liability attaching to the Insured arising out of the services to be provided by any sub-consultants appointed by the Insured.
- Territorial Limits: Confirm that clauses on Territorial Limits include the coverage of Hong Kong and any other places where the work or design work may be carried out.
- Jurisdiction: Confirm that the policy covers claims brought against the Insured under the Law of HKSAR and in the Courts of the HKSAR.
- Indemnity Limit: HK\$ \_\_\_\_\_ any one claim and/or  
HK\$ \_\_\_\_\_ in the aggregate and/or  
Reinstatement(s) up to total HK\$ \_\_\_\_\_.
- Excess: [For Project Specific policy only]  
Confirm that the Excess / Deductible level does not exceed 20% of the minimum amount stated in General Conditions of Employment Clause 47 of the above Agreement
- Exclusions: Confirm that the policy contains no exclusions other than the following list: <List the headings of all exclusions contained in the policy>

Yours faithfully  
For and on behalf of (insert name of Insurer / Insurance Broker as applicable)  
\* Delete as appropriate.

**GOOD HOPE SCHOOL**

**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**SPECIAL CONDITIONS OF EMPLOYMENT**

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**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**SPECIAL CONDITIONS OF EMPLOYMENT**

**SCE1 Not Used**

**SCE2 Not Used**

**SCE3 Contracts (Rights of Third Parties) Ordinance**

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of the Agreement.

**GOOD HOPE SCHOOL**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE**  
**AT ROOF OF SACRED HEART WING**  
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# GOOD HOPE SCHOOL

## CONSULTANCY AGREEMENT

### FOR

## CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE AT ROOF OF SACRED HEART WING

### 1. Introduction

This Brief is to be read in conjunction with the Memorandum of Agreement, the General Conditions of Employment, Special Conditions of Employment (if any), Schedule of Fees and all other documents comprising the Agreement.

For the avoidance of doubt but without prejudice to Clause 7 of the General Conditions of Employment, the performance of the Services specified herein shall be subject to Clause 22 of the General Conditions of Employment.

This is a Consultancy Services Agreement (Agreement) to provide Authorized Person (AP), Registered Structural Engineer (RSE), Architectural Designer, E&M Engineer, Quantity Surveyor and associated professional services for the Constructin of Greenhouse at Roof of Sacred Heart Wing.

### 2. Description of the Project

- 2.1 The Project comprises the construction of a greenhouse of approximate size 16400 L x 8000 W x 4050 mm H at roof of Sacred Heart Wing. An indicatie design intent of the greenhouse is shown in Annex 4 and this is for reference only.
- 2.2 The Project is located at 303 Clear Water Bay Raod, Kowloon, Hong Kong.
- 2.3 The Project will be procured under only a main contract.

### 3. Objectives of the Assignment

- 3.1 The objectives of this Assignment are to obtain professional services from the Consultant for the successful completion of the Assignment as described in the Brief and in accordance with the General and Special Conditions of Employment, if any. The services provided by the Consultant to complete this Assignment shall meet the following objectives:
  - (a) The intended function of the greenhouse;
  - (b) Ease of construction and economy;
  - (c) Safety and sustainability; and
  - (d) Programme and budget.

#### 4. Scope of Consultancy Services

##### 4.1 Scope of Services

- 4.1.1 The Consultant shall provide professional service and carry out his duties in meeting with the School's objectives in terms of quality, programme, performance and cost effectiveness, consistent with relevant legislation, international standards, professional and commercial codes of practice.
- 4.1.2 The procurement and contract administration of the construction works will be undertaken by the Consultant. The Consultant is required to prepare, submit and obtaining approval in relation to all necessary statutory submissions.
- 4.1.3 The scope of consultancy services shall include the followings:
- (i) To advise and develop design scheme for the construction of greenhouse, from initial design concept to works completion and provide all necessary presentation, rendering, drawings, etc. for approval.
  - (ii) To provide Authorized Person, Registered Structural Engineer and Building Services Engineer consultancy services for all necessary submissions to government departments and assist on onward negotiation from obtaining government approval to completion acknowledgement.
  - (iii) To provide supervision as per statutory requirements.
  - (iv) To provide Quantity Surveyor consultancy service along the tender stage, including to prepare Schedule of Prices (SOP) and advise cost estimation for the scope of works.
  - (v) To prepare drawings, specifications, SOP, material schedules, material samples, mockup materials etc. to facilitate procurement process of the School.
  - (vi) To attend site coordination meetings and design coordination meeting.
  - (vii) To provide all necessary materials, drawings, etc. to the School for issue of Architect's Instruction for variation works if any.
  - (xi) To provide abovementioned services for any variation works raised from this project at all stage up to satisfactory of the School.

##### 4.2 Details of Stage Services

The Consultant is required to provide the consultancy services of the following stages of the Project:

###### 4.2.1 Inception/Feasibility Brief Development Stage

- (i) To analyze the site conditions with the consideration of the current regulation requirements, the existing building structure and services/system installation and to advise the most practical and cost effective design options together with the structural capability assessment.
- (ii) To prepare sketches, samples, material boards for illustrating the design intent.
- (iii) To incorporate the comments from the School and to resubmit or finalize design.
- (iv) To conduct presentations on the schematic design options for the School's management. The presentation shall include but not limited to illustrations of design concepts, layouts, sections, renderings, material samples, etc.

###### 4.2.2 Outline Proosals & Sketch Plan Stage

- (i) Upon the School's approval on the architectural schematic design, the Consultant shall then proceed with the design development stage for the drawings and material specification including architectural, building services and structural drawings. All drawings and specification requirement shall be good for tendering exercises and construction purpose.
- (ii) To provide AP services and be responsible for the preparation, production, submission and application for approval of all kinds of building plans and obtain all consent to commence works from all relevant Government departments if A&A works are involved.
- (iii) To prepare the pre-tender cost estimation and to review the design if necessary to facilities the budget control.
- (iv) To conduct presentations on the developed design options for the School's management. The presentation shall include but not limited to illustrations of design concepts, layouts, sections, renderings, material samples, etc.

- 4.2.3 Detail Design and Tender Stage
  - (i) To prepare and finalize the detailed design drawings and specification requirements.
  - (ii) To prepare particular/technical specification, schedule of works and tender documents.
  - (iii) To carry out tendering exercises including interviewing tenderers and preparation of the tender analysis report including the technical assessment of the tenderers' submission.
  
- 4.2.4 Construction Stage
  - (i) To provide AP services to obtain all necessary consent under statutory requirements for the commencement of works.
  - (ii) To provide AP services for all necessary site inspections including Competent Persons in compliance with legislative requirements.
  - (iii) To provide all necessary drawings and information to the appointed contractor(s) to proceed with the site works.
  - (iv) To check the Contractors' shop drawings, material submission and test report to ensure their compliance with the design intent, specification and building regulations.
  - (v) To carry out all necessary inspections to the construction works and supervision required by all ordinances in order to ensure all the works are in compliance with the current legislation and the specification requirements, the School's house rules and any instructions issued.
  - (vi) To prepare all necessary information/drawings to issue necessary instructions to the Contractor throughout the construction period.
  - (vii) To attend Site co-ordination meetings or ad-hoc meetings among with the Contractor and the School and their management office if necessary throughout the project period.
  
- 4.2.5 Post Hang Over Stage
  - (i) To prepare list of additional works
  - (ii) To report on hand over of spare parts / materials and as-built records
  - (iii) To report on rectification of outstanding and defective works
  - (iv) To report on assessment of contractual claims
  - (v) To prepare Maintenance Certificate or Defects Rectification Certificate
  - (vi) To prepare project appraisal report
  - (vii) To prepare all documents after finalisation of the Project
  - (viii) To provide site supervision on completion of outstanding works, defect rectification and other necessary coordination works.

4.3 All deliverables by the Consultant under this Agreement are the property of the School. The Consultant shall ensure that any deliverables, including hard and diskette copies of all documents, produced by him in the course of carrying out the Service and transmitted to the School are immediately usable by the School, for whatever purpose, without the need for further translation, alteration, reformatting or the need to undergo any further application in order to be used.

4.4 All submissions of documents to the School shall be two sets of full size hard copy and one set of electronic media in latest version of PDF format. The drawings shall be submitted in both PDF and CAD format in latest version in accordance with the relevant standard.

4.5 The Consultant shall be required to attend meetings to explain on findings and reports as required by the School.

4.6 Critical Dates and Preliminary Schedule

Overall Project Programme

The Consultant is required to follow the milestones which stated in Appendix 1A and 1B for each of individual deliverables.



4.7 Consultant's Team Structure

- 4.7.1 The Consultant Team should be headed by Registered Architect plus Authorized Person with minimum eight (8) years post qualification experience in Hong Kong.
- 4.7.2 The Consultant Team should be headed by Registered Structural Engineer with minimum eight (8) years post qualification experience in Hong Kong.
- 4.7.3 The Registered Building Services Engineer shall have minimum five (5) years post qualification experience in Hong Kong.
- 4.7.4 The Registered Quantity Surveyor shall have minimum three (3) years post qualification experience in Hong Kong.
- 4.7.5 The Registered Energy Assessor shall have minimum three (3) years post qualification experience in Hong Kong.
- 4.7.6 The Consultant shall also provide sufficient professional, TCP under the statutory requirements, supervision staff, designer, draftsmen support, etc. to deliver the required quality of services at all times.
- 4.7.7 The Consultant shall submit Organization Chart, Project Team Chart with Team Member CV to demonstrate the fulfilment of the professional requirements stated at paragraph 2 above.

4.8 Standards and Quality

The Consultant shall adopt the most appropriate, updated, current and advanced technologies and standards in the design to the satisfaction of Employer's Representative. The design shall take consideration of the following (not exhaustive):-

- (a) statutory requirements;
- (b) performance requirements;
- (c) site constraints;
- (d) energy conservation/saving and renewable energy;
- (e) cost effectiveness but without sacrifice of the performance requirements;
- (f) minimizing operational and maintenance costs;
- (g) adopting most current and reliable technology;
- (h) noise and vibration control;
- (i) environmental friendly;
- (j) greening features; and
- (k) taking cognizance of the latest design standards

The Consultant shall satisfy the Employer's Representative that all the above aspects have been fully considered and adopted in the design.

- 4.9 The Consultant shall undertake the appointment and be responsible for all the works described in this Brief. The Consultant shall be fully responsible for coordinating all the works stipulated in this Agreement irrespective of the demarcation of work descriptions for architectural and other Sub-consultants (e.g. structural, building services, quantity surveying, landscape, and geotechnical aspects) and specialists (e.g. acoustic, environmental) in the Brief.

- 4.10 The Consultant shall submit all necessary plans and documents of equivalent standards as required under Buildings Ordinance to the Employer's Representative to demonstrate statutory compliance.

- 4.11 The Consultant shall provide a written undertaking confirming compliance with all statutory requirements.

4.12 Quality Site Supervision Plan (QSSP)

For the implementation of QSSP at Work stage 2, 3, 4 and 5, the Consultant shall identify the critical construction activities and structural elements in the design that warrant the formulation of special site supervision requirements for such activities and structural elements.

5. **Deliverables**

- 5.1 The Consultant shall provide the Employer's Representative with all drawings, specifications and ancillary documents, as required, during the above mentioned workstages of the Assignment.
- 5.2 The Consultant shall collaborate with the Sub-consultants and other consultants in the preparation, coordination, production and delivery to the Employer's Representative of the deliverables as detailed in the Brief for various stages of works and any other deliverables necessary for the completion of the assignment, and circulate to relevant parties in sufficient copies.
- 5.3 The Consultant shall provide all tender drawings in hard copies and AutoCAD version 2008. Apart from tender drawings, the Consultant may provide other drawings in AutoCAD version 2008 to 2000 and to the satisfaction of the Employer's Representative.

The Consultant shall provide the Employer's Representative hard and soft (electronic files) copies of all drawings and documents as required during the work stages of the Assignment. Unless otherwise requested by the Employer's Representative, two copies of each document will be required. Scales for drawings are to be 1 :100 for general layouts and 1 : 20 for details or as otherwise agreed.

- 5.4 Where applicable the Consultant shall submit final version of the following consultant-prepared as-built drawings and documents for Architectural and Landscape (including Building Surveying as appropriate), Structural Works, Building Services, Geotechnical which are an accurate representation of the project to the Employer within 28 days from the date of issuance of the completion certificate:

5.4.1 Architectural

(a) Requirements of As-built Drawings and Documents

- i. a complete set of general building plans including elevations, sections, schedules and all other construction details. The as-built drawings shall be verified and signed by the Consultant;
- ii. a complete set of approved F.S. installations plans and relevant documents from Fire Services Department;
- iii. a complete set approved general building plans and relevant documents from Buildings Department and
- iv. a complete set of approved plans and documents from other statutory authorities, such as: Environment Protection Department, Drainage Services Department, Fire Services Department, etc (if any) or other requested by the Employer's Representative.

(b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.1(a)i in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.1(a)i in PDF format (The PDF image file shall be printed out from drawing file by AutoCAD in full size with minimum resolution 600x600 dpi. The line weight and colour setting shall be matched with hardcopy output) and
- iii. 1 set of drawings stated in 5.6.1(a)ii to 5.6.1(a)iv in TIFF or JPEG format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400x400 dpi in compression G4 format. The JPEG image file shall be reproduced from full size drawing with minimum resolution of 400x400 dpi).
- iv. The above drawings shall be in three sets of CD-ROM computer disk.

(c) Project Information

Record number and project completion date shall be inserted in each drawing as stated in 5.6.1(a) and each computer disk shall be labelled.

#### 5.4.2 Structural Engineering

- (a) Requirements of As-built Drawings and Documents
- i. a complete set of as-constructed framing plans including elevations, sections, schedules in full size, produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
  - ii. a complete set of as-constructed detail drawings produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
  - iii. a complete set of approved shop drawing, as-built drawings and documents for structural works as stipulated in the works contracts.
- (b) Media for As-built Drawings
- i. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii and 5.6.2(a)iii in AutoCAD format;
  - ii. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii and 5.6.2(a)iii in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format. The file shall be reproduced from full size drawing with authorized signature of Registered Structural Engineer.
  - iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk.
- (c) Project Information

Record number shall be inserted in each drawing as stated in 5.6.2(b) and each computer disk shall be labelled.

#### 5.4.3 Building Services

- (a) Requirements of As-built Drawings and Documents
- i. a complete set of as-built design drawings in full size, shall be produced by the building services/electrical & mechanical Sub-consultant or the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation, and such as-built drawings shall be verified correct and signed by the Building Services Sub-consultant.
  - ii. a complete set of as-built layout plans drawings including all necessary plans, elevations, sections, schedules in full size, operation and maintenance manuals and test records, shall be produced by the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation and such drawings and documents shall be verified correct and signed by the Building Services Sub-consultant.
- (b) Media for As-built Drawings
- i. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in AutoCAD format;
  - ii. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format.
  - iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk with proper label(s) and declaration of their content correctness by the Building Services Sub-consultant.

#### 5.4.4 Others

For Contractor-prepared as-built drawings, shop drawings and documents, O&M manuals, etc., the final approved version(s) shall be submitted within 10 days after receipt from the Contractor.

5.5 The Consultant shall prepare and submit documents/information and deliverables for the tasks as identified below or instructed by the Employer's Representative.

(a) Work stage 1 – Inception/Feasibility, Brief Development

- (i) List of project staff (other than core personnel)
- (ii) Resources plan
- (iii) Preliminary Programme
- (iv) Report on site surveys and site constraints including the summary of preliminary findings with utility provisions and utility mapping requirements for identifying necessary diversion works
- (v) List of heritage issues, if any
- (vi) Design options
- (vii) Feasibility Study Report
- (viii) Recommendation of conceptual layout plans including preliminary cost estimates

(b) Work stage 2 – Outline Proposals & Sketch Plan

- (i) Resources plan
- (ii) Programme
- (iii) Comments on Engineering Conditions and Allocation Plan
- (iv) Report on utility provisions and information
- (v) Appointment of specialist consultants, if any
- (vi) Preliminary Environmental Review Report
- (vii) Preliminary Report on heritage /traffic/drainage impact issues, if any
- (viii) Contract strategy
- (ix) Project estimates
- (x) Review statutory constraints, i.e. building regulations, lease conditions, OZP, tree protection, slope upgrading, transport requirement, drainage protection, etc.
- (xi) Draft QSSP

(c) Work stage 3 – Detail Design

- (i) Resources plan
- (ii) Comments on Engineering Conditions and Allocation Plan
- (iii) Design calculations
- (iv) Statutory approval
- (v) Finalised layout plans showing detailed design intent and services co-ordination
- (vi) Presentation of proposed building materials, systems and equipment.
- (vii) List of materials and equipment selected having less than 3 probable offers
- (viii) Revised project estimates
- (ix) Confirmation of contract strategy
- (x) Review statutory constraints, i.e. building regulations, lease conditions, OZP, tree Protection, slope upgrading, transport requirement, drainage protection, etc.
- (xi) Draft QSSP
- (xii) Report on heritage/traffic/drainage impact assessment, if any.

(d) Work stage 4 – Documentation/Tendering

- (i) Confirmation of site availability
- (ii) Design calculations and detail drawings
- (iii) Tender drawings
- (iv) Particular Specifications
- (v) Material and equipment schedules
- (vi) List of materials and equipment selected having less than 3 probable offers
- (vii) List of Prime Cost & Provisional Sums
- (viii) Detailed pre-tender estimates
- (ix) Draft Special Conditions of Contract to suit special project requirements
- (x) Records of tender queries and responses
- (xi) Tender assessment and cost analysis of successful tenders
- (xii) Tender Report and recommendations
- (xiii) Final QSSP

(e) Work stage 5 – Construction Supervision

- (i) Construction drawings
- (ii) Order to Commence Work
- (iii) Construction programme
- (iv) Site inspection records
- (v) Supervising Officer's Instructions
- (vi) Meeting minutes
- (vii) Records of approval of alternative materials and equipment
- (viii) Financial statements
- (ix) Interim Payment Certificates
- (x) Reports on assessment of contractual claims
- (xi) Revised QSSP
- (xii) Site safety records and accident reports
- (xiii) Records of C&D waste disposal
- (xiv) Suspension Notice, Notice of Re-entry
- (xv) Testing and commissioning schedules and records, including information for witnessing of testing and commissioning of installations
- (xvi) List of defects and outstanding works
- (xvii) Operation and maintenance guides / manuals
- (xviii) Site records
- (xix) Completion Certificate
- (xx) Handover Certificate
- (xxi) As-built drawings

(f) Work stage 6 – Post Hand Over Services

- (ix) List of additional works
- (x) Report on hand over of spare parts / materials and as-built records
- (xi) Report on rectification of outstanding and defective works
- (xii) Report on assessment of contractual claims
- (xiii) Maintenance Certificate or Defects Rectification Certificate
- (xiv) Project appraisal report
- (xv) All documents after finalisation of the Project
- (xvi) Site supervision on completion of outstanding works, defect rectification and other necessary coordination works.

**6. Services to be provided by the Consultant**

6.1 The Consultant's scope of services for this Agreement will be in accordance with Workstage 1 to Workstage 6 as detailed in item 4.2 above and as mentioned under item 6.0 of this Brief. Services comprising design, planning, detailing, documentation and periodic supervision of construction shall be inclusive of related building services, building energy efficiency assessment, acoustics, interior design, civil, geotechnical and structural engineering, topographical survey, fire engineering study, heritage impact assessment, traffic impact assessment, environmental, landscaping, water supply, sewage and drainage systems as appropriate to complete the Assignment.

The Consultant shall review the Brief recommend design requirements and standards, recommend design options, prepare tender drawings and documents, advise on selection of materials and equipment, obtain operation and maintenance requirements, recommend selection of contractors, provide periodic site supervisions and statutory site supervisions including the provision of all full time, part time and periodic site safety and quality supervisions and qualified (TCP T3, T5, etc.) site supervisions and inspections as required by the BD/GEO, monitor the progress of works, cost control, monitor contractor performance, arrange for the testing, commissioning and handing over of the works, monitor the completion of making good defects and produce as-built records. The Consultant shall work to achieve the cost, quality and time targets. The Consultant has to present design proposals to the Employer and in the external meetings as necessary. The costs of all statutory duties of Authorized Person, Registered Structural Engineer and Registered Geotechnical Engineer and all statutory site supervisions required by the BD/GEO shall be deemed to be included in the lump sum consultancy fee as shown in the Fee Proposal Form (Appendix 1) and the Fee Breakdown Form (Appendix 2) enclosed with the Consultant's proposal.

6.2 Consent from the Employer's Representative must be obtained on the design concept and other key design aspects for each Work stage before the next Work stage is proceeded.

6.3 Not used.

6.4 The Consultant shall nominate a person for carrying out the duties of the Supervising Officer under the terms of the works contract. Such person shall be a core personnel of the project team holding a partner or directorate post in the firm and have a minimum of ten years' post professional qualification experience in relevant projects.

6.5 The Consultant shall deploy the following persons to be responsible for the performance of the relevant part of the Services and the preparation and submission of building proposals and documents as required by relevant government departments for their comment:-

(a) a person who is in the principal / director level of the architectural consultant and is on the list of architects in the Authorized Persons' Register kept under the Buildings Ordinance, and where applicable,

(b) a person who is at the principal / director level of the structural consultant and is included in the Structural Engineers' Register kept under the Buildings Ordinance.

6.6 The said Authorised Person and Registered Structural Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the contract works.

6.7 The Consultant shall be required to provide attendance and any other necessary assistance for the Employer's Representative to carry out any types of audit and inspection either in his office or on site at any time in accordance with the procedures listed in the Schedule of General Instructions in Annex 1 to this Brief or by the Employer's Representative.

6.8 The Consultant shall collaborate with the Sub-consultants and other consultants in the provision of services as detailed in the Brief for various work stages and other deliverables necessary for the completion of the assignment.

6.9 The Consultant shall be required to prepare and submit plans, drawings, calculations and other documents etc. as required by the Employer's Representative for approval or checking.

- 6.10 Upon completion of work stage 3, the Consultant is required to prepare a Quality Site Supervision Plan in accordance with clause 6.17(c)(xiv) and their own quality management system. The Consultant shall also review the Quality Site Supervision Plan with the site staff during the construction stage.
- 6.11 The Consultant shall undertake checking to confirm full compliance with all applicable Ordinances, Regulations and any other checking as required under the Brief.
- 6.12 The Consultant shall submit to the Employer's Representative a written statement to confirm the full compliance with all applicable Ordinances, Regulations and any other requirements as specified under the Brief. Should there be any non-complying items, the Consultant shall recommend proposals on whether compliance or otherwise of such items for the consideration of the Employer's Representative.
- 6.13 The Consultant should allow adequate time for the checking and acceptance of plans by the Employer's Representative.
- 6.14 The Consultant shall be required to directly approach and coordinate all relevant authorities and government departments, such as BD, FSD, DSD, WSD, EMSD, EPD, PlanD, TD, HyD, DLO, CEDD, etc. in order to obtain their comments, approvals or permits for the building proposals and the related building works.
- 6.15 The Consultant shall directly approach and coordinate all concerned utility companies in order to obtain their consents and requirements on connection / provision of utility services for the building proposed and necessary works for diversion of existing services.
- 6.16 Not used.
- 6.17 The Consultant is required to provide the following services for the corresponding Works stages.

(a) Work stage 1 - Inception/Feasibility, Brief Development

On receipt of an initial statement of requirements, budget and site details (if any), make preliminary calculations of development potential as allowed by statutory regulations. Advise on possible options and outline courses of action. Develop/determine the Employer's brief requirements in sufficient detail for subsequent stages to begin.

(b) Work stage 2 - Outline Proposals & Sketch Plan

Review the brief and focus on the following aspects.

- (i) Analyse the Employer's requirements. Prepare, describe and illustrate outline proposals, including an approximation of cost.
- (ii) Prepare, describe and illustrate outline proposals and sketch plans as may be required for the purpose of or in connection with the Assignment.
- (iii) Submit and present the Sketch Design Report for Employer's approval.
- (iv) Not used.
- (v) Assist the Employer on funding applications.

The Consultant shall recommend a strategy for site supervision. The Consultant could be instructed to carry out this in conjunction with the recommendation on the construction staging and packaging of works contract, and the tendering strategy for letting out the works contract(s).

(c) Work stage 3 - Detail Design

- (i) Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations and other Information as may be required for the purpose of or in connection with the Assignment.
- (ii) Prepare and submit services co-ordination design drawings which shall demonstrate that the designs of the services installations and the building structure are fully co-ordinated and integrated for obtaining the approval by the Employer's Representative.
- (iii) Obtain information from suppliers, if any, and take all necessary steps to obtain from them all details necessary for the timely completion of the Assignment.
- (iv) Prepare and submit list of finishes, materials and equipment selected having less than 3 probable offers.
- (v) Liaise with relevant bodies and assist with negotiations for any reprovisioning works that may be required.
- (vi) Prepare estimates of the cost of the Assignment.
- (vii) Submit and present the Detail Design Report and set out the standards governing the design of the works for obtaining the approval by the Employer.
- (viii) Submit a Quality Site Supervision Plan in line with the strategy of site supervision recommended in work stage 2, and to include, but not limited to, the following details :-
  - i. A detailed site supervision arrangement, including arrangements for supervision of construction activities that are required to be carried out outside the normal working hours of the site staff;
  - ii. A list of critical construction activities and structural elements that require special attention together with the associated supervision requirements for such items;
  - iii. If necessary, the Consultant shall also specify for any critical construction activities, structural elements and particular aspects or details;
  - iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;

(d) Work stage 4 - Documentation/Tendering

- (i) Complete the detailed design, drawings and all relevant schedules and Specifications in accordance with the standards stated in Section 10 of the Brief.
- (ii) Prepare and submit list of materials and equipment selected having less than 3 probable offers. Obtain estimates and other information from contractors and suppliers.
- (i) Provide information necessary for the preparation of estimates, bills of quantities and other tender documents by the Quantity Surveyor and carry out cost checks in conjunction with the Quantity Surveyor and amend design to suit budget as necessary as or requested by the Employment's Representative.
- (ii) Recommend suitable tenderers based on contractors and suppliers approved to carry out public works.
- (iii) Coordinate with the Quantity Surveyor to check and assess the tenders and make tender recommendation. Provide project cost reconciliation and ensure the anticipated project expenditure is within the budget. Inform the Employer's Representative of any extra funds required to complete the Project.



- (iv) On receipt of the Employer's instructions regarding the acceptance of tenders, coordinate the preparation of the necessary contract documents.
  - (v) Ensure that consent to commence work is obtained from Government departments and utility companies.
  - (vi) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to complete the tender invitation process including the issue of tender addendum and answering tender queries.
- (e) Work stage 5 - Construction Supervision
- (i) Prepare and provide contract documents for signature and record purposes.
  - (ii) Carry out the duties of the Supervising Officer under the terms of the works contracts for the construction, completion, maintenance and supply of the contract works which shall be deemed to include the coordinating of works carried out by public utility companies and other government departments, bodies or persons for or in connection with or necessitated by the Assignment.
  - (iii) Conduct briefing sessions to the Contractor and sub-contractors at the commencement of the Works.
  - (iv) At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances and the Consultant shall report in the monthly progress report the status of implementing the QSSP and any major modifications to it as a result of a review. The Consultant shall submit a revised QSSP to the Employer's Representative if there is a major revision and as requested by the Employer's Representative.
  - (v) Supervise and direct the execution of the contract works rendered under the works contracts including the appointment and control of Supervising Officer's Representative as may be approved by the Employer's Representative.
  - (vi) Make such periodic visits to the site as the Consultant considers necessary to ensure the progress and quality of the contract works and to determine if the works are proceeding in accordance with the works contract.
  - (vii) Where the design requires the supervision and/or testing of the contract works off-site, the Consultant's service is deemed to be included in the Lump Sum fees.
  - (viii) Prepare all further designs, drawings, schedules, estimates and related things necessary for the completion of the contract works.
  - (ix) Prepare monthly progress reports and estimates of expenditure for the Works Contracts during the progress of the contract works..
  - (x) Identify and immediately report to the Employer's Representative for any discrepancies in the contract documents such as Drawings, Bills of Quantities, and Specifications that will give rise to additional costs during the progress of the works contract.
  - (xi) Ensure that all relevant requirements as contained in the Schedule of General Instructions in Annex 1 to this Brief are complied with.
  - (xii) Give adequate notice or as long a notice as possible up to three months to the Employer's Representative of the intention to recommend issue to a contractor, a completion or taking-over certificate for the whole or part of the contract works under any works contract and upon issue of such certificate deliver to the Employer's Representative such drawings, calculations and instructions as are necessary for the operation of the contract works.

- (xiii) After completion of the contract works under any of the works contracts and within a period to be agreed by the Employer's Representative, prepare and deliver to the Employer's Representative drawings showing in full detail the contract works and utilities works as actually carried out together with calculations and information necessary for the maintenance of the contract works and submit all records and accounts relating to the contract works.
  - (xiv) Provide guidance on operation and maintenance of the works contract.
  - (xv) Provide and update the list of outstanding and defective works.
  - (xvi) Monitor progress of defects rectification and completion of outstanding/additional works, including testing and commissioning works.
  - (xvii) Arrange and attend the pre-hand over and hand over inspections/audits with relevant bodies, including inspection/audits by BD, FSD, users, maintenance agents, etc.
  - (xviii) Apply for increase in contract sum.
  - (xviii) Prepare documents for application to increase the approved budget.
  - (xix) Obtain the approval of the Employer for acceptance of alternative materials and equipment from the Tender Equipment Schedule or the change in Specifications.
  - (xx) Provide monthly variation reports as Annex 4 to this Brief stating justifications for the issuance of each variation and the estimates of the items in the variations.
  - (xxi) Where an instruction is issued for variations of the contract works, the instruction should be stated in precise and specific terms. A description like "changes as attached drawings" shall be avoided.
  - (xxii) Monitor and conduct regular inspections and tree risk assessment to ensure safety and proper implementation of tree transplanting and protection works during construction period.
- (f) Work stage 6 - Post Hand Over Services
- (i) Carry out the duties of the Supervising Officer under the terms of the works contract.
  - (ii) Provide information necessary for the preparation of final account and the substantiation necessary for subvention as required by the Employer's Representative. The information necessary for the substantiation is listed in Annex 5 to this Brief and should be submitted to the Employer's Representative upon the settlement of the final account.
  - (iii) Provide and update the list of outstanding and defective works and arrange inspections.
  - (iv) Monitor progress of defects rectification and completion of outstanding/additional works.
  - (v) Arrange final inspections with relevant bodies.
  - (vi) Give adequate notice or as long a notice as possible up to three months to the Employer's Representative of the intention to recommend issue to a Contractor a Defects Rectification Certificate or a Maintenance Certificate for the whole of the contract works under any works contract.
  - (vii) Arrange handover of spare parts / materials and as-built records including drawings, manuals, warranties and certificates to the maintenance agent.
  - (viii) Provide a suggested list of post contract improvement and additional works.

7. **Programme of Implementation**

7.1 The due date for commencement of the Agreement is the date of written acceptance of the Consultant's proposal.

7.2 The required key dates, **all are tentative**, for this Assignment are indicated as follows:

- (a) Commencement of design : **November 2021** date of letter of acceptance of the Consultant's proposal
- (b) Commencement of tender documentation for the main contract: **February 2022** a subsequent date when a formal instruction is issued by the Employer's Representative (refer to as workstage 4 in Clause 4.2 above)
- (c) Submission of documentation for tendering the main contract: **April 2022**
- (d) Return of tenders for the main contract : **May 2022**
- (e) Commencement of the main contract : **June 2022**
- (f) Completion and hand-over of the main contract : **March 2023**
- (g) Finalisation of accounts for the main contract : 12 months after substantial completion of main contract.

7.3 The Consultant is required to verify the accuracy of all the key dates in the Brief and Agreement, report and seek Employer's Representative in case of discrepancy in the key dates within 4 weeks of the due date for commencement of the Agreement.

7.4 Pursuant to Clause 26(2) of the General Conditions of Employment, the Consultant shall submit the draft programme and revised draft programme and the Employer's Representative shall agree, or instruct, within the following periods:

- (a) Submission of the draft programme: Within 4 weeks of the due date for commencement of the Agreement
- (b) Agreement of the draft programme: Within 4 weeks from receipt of or instruction for submission of the revised draft programme
- (c) Submission of revised draft programme: Within 2 weeks from the instruction of the Employer's Representative

7.5 The draft programme and revised draft programme shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Consultant shall discuss with the Employer's Representative during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.

7.6 The key dates referred to in Section 7 of this Brief shall include but not be limited to:

- (a) The date of submission and approval of the Feasibility Study Report, Sketch Design Report and Outline Proposals, and reports, under Section 5 of this Brief;
- (b) The dates of submission and approval of plans, drawings, calculations and other documents to the Employer's Representative as required under Section 6 of this Brief;
- (c) The dates of submission of the contract documents sufficient for tendering of the works contracts;
- (d) The dates of return of tenders for the works contracts;
- (e) The dates of commencement of the works contracts;
- (f) The dates of substantial completion of the works contracts;

(g) The dates for the finalisation of the accounts of the works contracts.

8. **Progress Reports**

The Consultant shall submit to the Employer's Representative progress reports at monthly intervals on all aspects of the Services relating it to the Programme referred to in Section 7 of this Brief. The reports shall include a list of those parts of the Services the execution of which are behind the Programme together with proposals to expedite progress, so as to complete the Services on time.

10. **Standards and Specifications**

10.1 The Consultant shall adopt the technical and design standards and specifications, manuals, procedures and circulars as shown in the Schedule of General Instructions in Annex 1 to this Brief, as are in current use by the Architectural Services Department, Geotechnical Engineering Office, Civil Engineering Office, Highways Department and Electrical and Mechanical Services Department. If such technical and design standards, specifications, manuals, procedures and circulars are not applicable, international standards, codes of practice and specifications may be used.

10.2 Should instances arise for which suitable standards or specifications do not exist or for which the current standards or specifications appear to require modifications or if by the adoption of current standards the Consultant would incur additional expense not within reasonable contemplation, the Consultant shall submit recommendations on appropriate alternatives to the Employer's Representative for agreement.

11. **Not used.**

12. **Variations and Other Commitments**

12.1 The net value of a variation to the Contract Works or other expenditure commitment for the purpose of Clause 24(1) of the General Conditions of Employment is HK\$100,000.00.

13. **Not used.**

14. **Employer's Representative**

14.1 The Employer' Representative as defined in the General Conditions of Employment shall be such person as may be authorised by the Employer in writing and notified to the Consultant. The Employer may delegate any of the powers and functions vested in him to the Employer's Representative. If the Consultant is dissatisfied with a decision or instruction of the Employer's Representative pertaining to the Assignment the matter shall be referred to the Employer for a ruling.

14.2 During the course of the Agreement the Consultant shall report directly to the Employer's Representative.

15. **Not used.**

16. **Information and Facilities Provided by the Employer**

16.1 All available information relevant to the Assignment will be provided to the Consultant. Relevant documents, reports, drawings and other background materials are listed in Annex 1 to this Brief. Documents indicated as needed can be inspected by arrangement with the Employer and on request from the Consultant except those currently available from the Sales Section of the Information Services Department.

16.2 An electronic version of some of the documents listed in Annex 1 to this Brief related to the Assignment may be accessed at ArchSD website "ArchSD Consultancy Information Centre" ([www.archsd.gov.hk](http://www.archsd.gov.hk)).

16.3 The Consultant and Sub-consultants shall check and confirm with the project team on the relevance and the latest version of those documents that are copied to them previously before making reference or incorporating them in the works contracts.

**17. Consultant's Office and Staffing**

- 17.1 The Consultant shall maintain for the duration of the Agreement an office in Hong Kong under the control of a principal of the Consultant who shall be responsible for the Assignment. The principal shall have adequate authority and sufficient professional, technical and administrative support in all relevant disciplines to ensure progress to the satisfaction of the Employer's Representative.
- 17.2 All core personnel shall be proficient in written and spoken English and Chinese to ensure compliance with relevant requirements of this Brief and satisfactory delivery of service.

**18. Adherence of the Consultant and Sub-consultant staffing proposal**

- 18.1 Upon appointment and for the duration of this Assignment, the Consultant and Sub-consultant shall provide the staff and manpower input in accordance with the Consultant's Proposal which was submitted with the bid for this Assignment.
- 18.2 For the purpose of verifying that the Consultant and the Sub-consultant have adhered to their staffing proposal as stated in the Consultant's Proposal, the Consultant and the Sub-consultant are required to keep monthly time-log records of their core personnel involved in this Assignment and submit these for checking upon request by the Employer's Representative.
- 18.3 Not used.
- 18.4 If the Consultant or Sub-consultant is unlikely to provide or maintain any core personnel as proposed in the Consultant's Proposal because of reason(s) beyond their control, the Consultant or Sub-consultant shall report to the Employer as soon as practicable and propose, for the Employer's approval, substitute staff having qualifications and experience comparable with the staff who are leaving or have left the project team either permanently or temporarily.

**19. Specialist and Sub-consultant Services**

- 19.1 The Consultant shall provide all specialist and sub-consultant services required for the satisfactory completion of the Assignment. No additional fees or expenses for provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees.
- 19.2 Not used
- 19.3 Under Clause 38 of the General Conditions of Employment, the Consultant shall obtain the prior approval of the Employer in writing to:
  - (a) the appointment of sub-consultants to undertake any part of the Services, and
  - (b) the replacement of any sub-consultants appointed under sub-clause (a) of this Clause.
- 19.5 If Sub-consultants are provided, consent from the Employer shall be obtained and the Sub-consultants shall have relevant qualifications/experience and local office or representatives in Hong Kong. If no Sub-consultant is employed by the Consultant, he shall prove that he has the required qualified staff within his office for handling the specialist services and the relevant qualifications/experience of the staff shall be submitted to Employer for consent.

**20. Professional Indemnity Cover**

The amount of Professional Indemnity Insurance cover to be maintained in accordance with sub-clause (1) of Clause 47 of the General Conditions of Employment shall be HONG KONG DOLLARS \$1,000,000.00”

**SCHEDULE OF GENERAL INSTRUCTIONS  
FOR  
CONSULTANCY AGREEMENT  
FOR  
CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE AT  
ROOF OF SACRED HEART WING**

**(Note: All the services to be provided by the Consultant under the Assignment shall comply with the current edition of the following documents which are not exhaustive. The Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the works contracts.)**

**A. General and Architectural**

1. Agreement and Schedule of Conditions of Building Contract for use in Hong Kong issued jointly by the Hong Kong Institute of Architects, the Hong Kong Institute of Construction Managers and the Hong Kong Institute of Surveyors or General Conditions of Contract for Building Works issued by the Government of the Hong Kong Special Administrative Region as directed by the Employer's Representative.
2. Model Arbitration Rules
3. General Specification for Building issued by Architectural Services Department
4. Hong Kong Standard Method of Measurement of Building Works
5. Standard Drawings issued by Architectural Services Department
6. Practice Note for Authorized Persons, Surveyors and Registered Structural Engineers (APSRSE Practice Notes) issued by the following Departments –
  - (i) Lands Department
  - (ii) Buildings Department
  - (iii) Planning Department
  - (iv) Environmental Protection Department
7. Outline Zoning Plans / Development Permission Area Plans
8. Design Manual – Barrier Free Access
9. Transport Planning and Design Manual
10. Code of Practice for Overall Thermal Value in Buildings published by Buildings Department.
11. Hong Kong Planning Standards and Guidelines issued by Planning Department
12. All relevant technical circulars, circular memorandum, circular letters, code of practices, design manuals, guidelines and guidance notes issued by the Government of HKSAR.
13. Not used.

**B. Building Services**

14. General Specification for:

- (i) Air-conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation
- (ii) Electrical Installation
- (iii) Fire Services Installation
- (iv) Lift and Escalator and Passenger Conveyor Installation
- (v) Catering Equipment Installation
- (vi) Liquefied Petroleum Gas Installation
- (vii) Broadcast Reception Installation
- (viii) Swimming Pool Water Treatment Installation
- (ix) Mechanical Installation
- (x) Plumbing and Drainage Installation

issued by Architectural Services Department.

15. General Specification, General Technical Specification or General Requirements for:

- (i) Electronic Contract
- (ii) Electronic Purchase
- (iii) Public Address Systems
- (iv) Monochrome and Colour Closed Circuit Television Systems
- (v) Uninterruptible Power Supply
- (vi) Private Automatic Branch Exchange System

issued by Electrical and Mechanical Services Department.

16. Public Lighting Design Manual issued by Highways Department

17. Building Services Testing and Commissioning Procedures issued by Architectural Services Department

18. Code of Practice for Energy Efficiency of Building Services Installation issued by Electrical and Mechanical Services Department

19. All other Proforma Specification and Technical Specification issued by Architectural Services Department and Electrical and Mechanical Services Department as advised by Employer's Representative.

**C. Structural, Civil and Geotechnical Engineering**

20. Architectural Services Department Structural Engineering Branch Drafting Manual for RC Structures

21. Code of Practice for Structural Use of Concrete issued by Buildings Department

22. BS8004 : Foundations

23. BS8007 : Design of Concrete Structures for Retaining Aqueous Liquids

24. Code of Practice for Structural Use of Steel issued by Buildings Department

25. Hong Kong Buildings Ordinance

26. Code of Practice on Wind Effects in Hong Kong

27. Building (Construction) Regulations on Loading and Fire Resisting Construction

28. Building (Demolition Works) Regulations

29. Transport Planning & Design Manual
30. Structures Design Manual for Highways and Railways
31. Geotechnical Manual for Slopes
32. Geoguide 1 - Guide to Retaining Wall Design
33. Geoguide 2 - Guide to Site Investigation
34. Geoguide 3 - Guide to Rock and Soil Descriptions
35. Geoguide 5 – Guide to Slope Maintenance
36. Geospec 3 – Model Specification for Soil Testing
37. GCO Publication No. 1/90 - Review of Design Methods for Excavations
38. Geo Publication No. 1/2011 – Technical Guidelines on Landscape Treatment for Slopes

**D. Non-existent British Standards and British Standard Codes of Practice**

39. Should instances arise for which suitable standards or specifications do not exist, the Consultant shall refer to, in the preferential order, International Standards such as ISO, IEC, etc; or BSEN; or the British Standards and British Standard Codes of Practice; or submit recommendations on appropriate alternatives to the Employer's Representative for agreement.



Consultant letter head

**Application Form for Approval of Variation Order**

Contract No.:

Contract Title:

Proposed Variation Order (VO) Ref. \_\_\_\_\_  
(Note: all VOs should be issued within the contract period.)

Drawing No.: \_\_\_\_\_  
\_\_\_\_\_

Scope of Works:

Type of Works: Architectural / Structural / Building Services / Geotechnical\*

**Description of Works:** (Note: the description should be precise and specific, e.g. Change plaster and emulsion paint to screed and wall tiles in Room 123.)

**Reasons/Justifications for Variation:**

**Additional information:**

Is this VO initiated by the Employer (School)? \*Yes / No.

Is this VO absolutely necessary for the completion of the Works? \*Yes / No.

What are the consequences if this VO is not issued: \_\_\_\_\_

Unforeseen ground conditions are involved in this VO: \*Yes/No.

\*No abortive work is involved in this VO / Some abortive works are involved in this VO, they are: \_\_\_\_\_

\*Additional works (outside the original scope of works) are involved in this VO, they are: \_\_\_\_\_

\*Works above normal design standard for this type of building are involved in this VO, they are: \_\_\_\_\_

This VO may cause \_\_\_\_\_ days of extension of contract period.

This VO may cause contractual claim of the magnitude of \$ \_\_\_\_\_ .

Cost Implication	This VO			Contract Value	
	Est. Omission	Est. Addition	Est. Net Value	Last Est. Final Value	Revised Est. Final Value
Total	\$	\$	\$	\$	\$

Original Contract Sum: \_\_\_\_\_ Est. Final Contract Sum: \_\_\_\_\_

	Signed	Name	Post	Date
Applied by Consultant				
Endorsed by Employer				
Approved by Subventing Bureau/Department #				

\*Delete as appropriate

#Obtain approval signature when necessary according to the criteria set by Subventing Bureau/Department

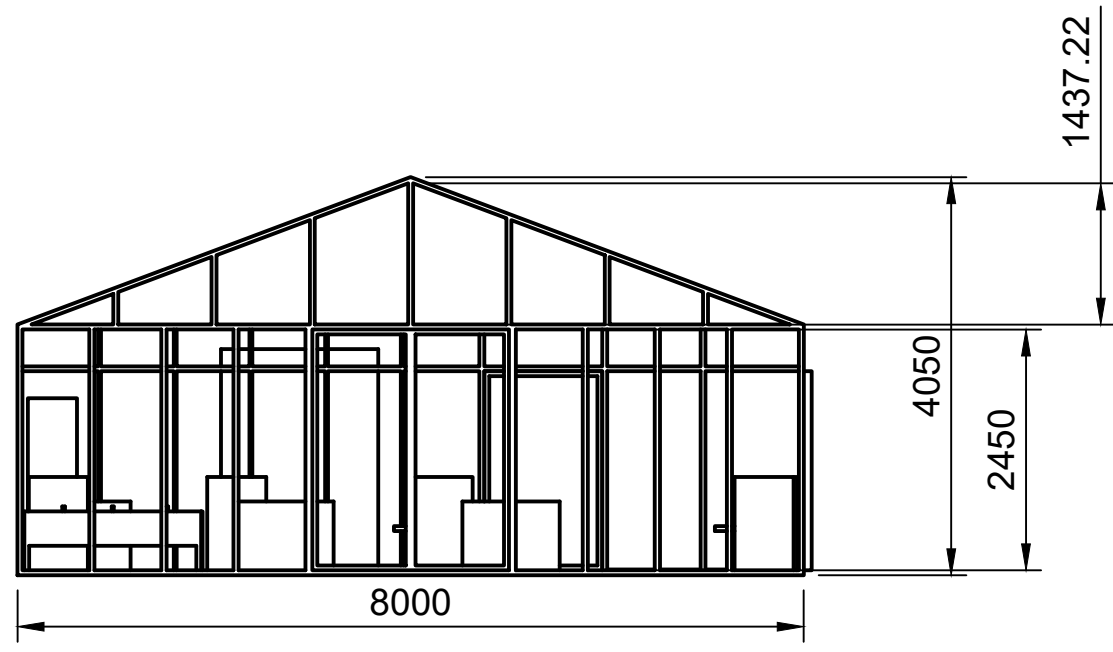
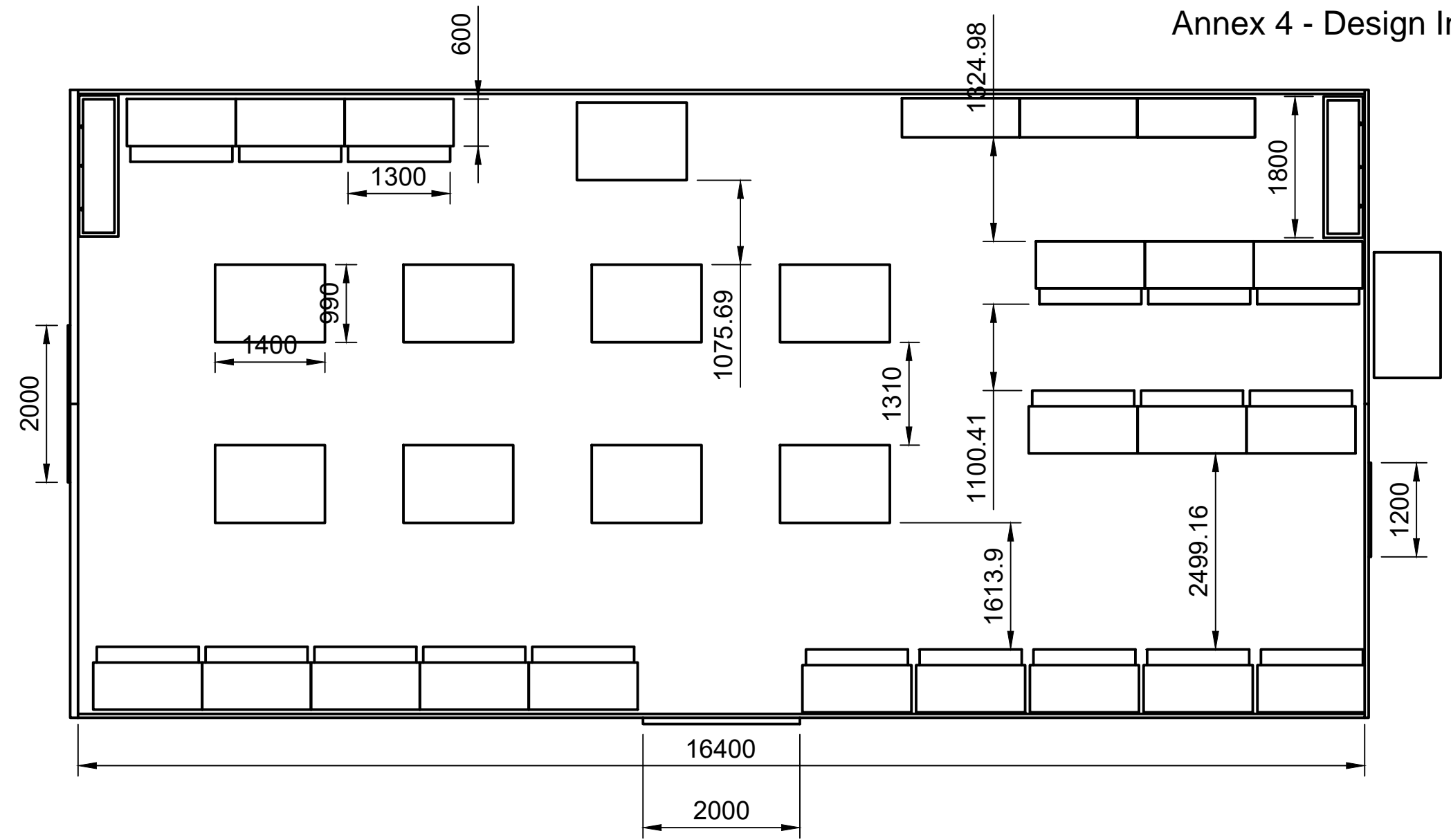
**Final Account Submission Checklist**

**Documents to be submitted with final account**

1. Certified true copies of contract documents including nominated subcontracts, if applicable.
2. Contract drawings.
3. Statement of final accounts prepared and certified by the Supervising Officer concerned.
4. Indication that the final account has been signed or at least agreed in principle by the Contractor and the Subvented Organization.
5. Summary of variation accounts with description and value.
6. Account of subvented costs and non-subvented costs (for the original contract sum and/or variation accounts).
7. Statement of any items added/changed between final checking of tender documents by ArchSD and the documents sent out for tendering.
8. Copy of a letter / document stating the date of contract commencement.
9. Copy of the Certificate of Practical / Substantial Completion.
10. Summary of extensions of time with contract grounds including copy of letters for the extensions.
11. Account of delay in contract period and adjustment for Liquidated Damages.
12. Account of financial claim (prolongation claim, disruption claim, etc.) and any financial adjustment embedded in variation accounts.  
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13. Copies of the Supervising Officer's variation orders with associated sketches and drawings and monthly variation reports (ready for inspection and submission on request).

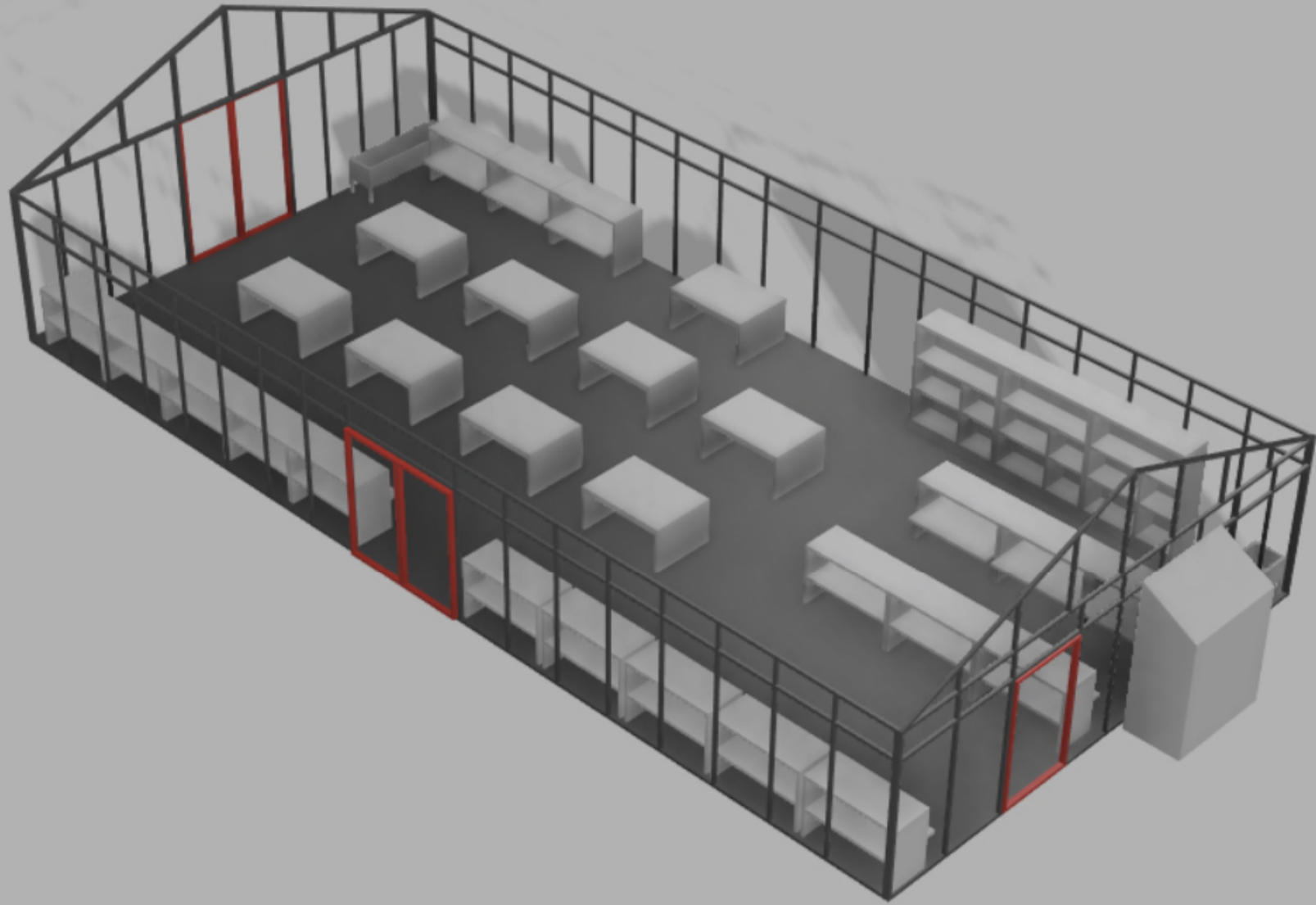
Note **No piecemeal submission will be accepted.** Checking of final account would commence only when full set of required documents is available.

# Annex 4 - Design Intent of Greenhouse



Greenhouse Design Intent Drawing

Annex 4 - Design Intent of Greenhouse



**GOOD HOPE SCHOOL**

**CONSULTANCY AGREEMENT**

**FOR**

**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE  
AT ROOF OF SACRED HEART WING**

**SCHEDULE OF FEES**

**GOOD HOPE SCHOOL**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE**  
**AT ROOF OF SACRED HEART WING**  
**SCHEDULE OF FEES**

**Table of Contents**

1. Definition
2. Lump Sum fees
3. Interim payment
4. Expenses
5. Payment for additional Services
6. Reduction of Lump Sum fees
7. Payment for delays
8. Fees on time charge basis
9. Not Used

# GOOD HOPE SCHOOL

## CONSULTANCY AGREEMENT

### FOR

## CONSULTANCY SERVICES FOR THE CONSTRUCTION OF GREENHOUSE AT ROOF OF SACRED HEART WING

### SCHEDULE OF FEES

- Definition 1. 'Approved' hereinunder means approved in writing by the Employer's Representative before the cost, remuneration or expense is incurred.
- Lump Sum fees 2. (1) The remuneration of the Consultant for the performance of the Services shall be a Lump Sum of #HK\$ \_\_\_\_\_, subject to the limitations, reservations and adjustment in Schedule of Fees Clauses 4, 5, 6 and 7.

[# insert the value on Agreement signing. This is the net value of the proposed fee indicated in the accepted fee proposal, including the fees of all professional disciplines to be engaged under the Assignment.]

- (2) The Lump Sum fees should include all professional services together with materials, labour and facilities for the typesetting, word processing, printing, copying, binding and backing of all copies of documents and drawings necessary for the preparation, implementation and completion of this Assignment in its entirety to the complete satisfaction of the Employer.
- Interim Payment 3. Interim payments on account for the fee stipulated in Schedule of Fees Clause 2 in respect of each identified partial service shall be made in accordance with the following payment schedule:

<u>Partial Service</u>	<u>Percentage of Lump Sum Fee</u>	<u>Cumulative total consultancy fee percentage payable at the end of Work Stage</u>
Inception/Feasibility, Brief Development	3%	3%
Outline Proposals & Sketch Plan	14%	17%
Detail Design	19%	36%
Documentation / Tendering	24%	60%
Construction Supervision	30%	90%
Post Handover Services (including 5% for settlement of final account)	10%	100%

With the approval of the Employer, interim payments on account will be allowed against each identified partial service, up to a maximum of the percentage of the Lump Sum fees stated above.

- Expenses 4. In addition to the Lump Sum stipulated in Schedule of Fees Clause 2, the Consultant shall be reimbursed by the Employer out-of pocket expenses actually and properly incurred by him in respect of :-



- (a) the purchase of all documents, drawings, maps, photographs and records;
- (b) Not used;
- (c) the approved fees and expenses of specialists employed with the approval of the Employer's Representative for inspection of works processes and the testing of work or plant and the testing and analysis of materials;
- (d) Not used;
- (e) specialist items of printing, lithography, presentational materials specifically ordered in writing by the Employer (all other general lithography, printing, photocopying and binding are to be included by the Consultant within the Lump Sum fees).
- (f) Not used.

Payment for Additional Services

5. (A) Where the Consultant consider that he is entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultant shall advise the Employer's Representative in writing of such claims before the Consultant commences performing the additional Services.
- (B) The notice provision in sub-clause (A) of this Clause shall be a condition precedent to payment for additional Services.
- (C) If the Employer's Representative agrees that the Services are additional, he shall attempt to agree with the Consultant a lump sum payment for the additional Services.
- (D) The lump sum payment shall be negotiated on the basis of the Employer's Representative and the Consultant identifying which staff of the Consultant will be required to perform the additional Services and the estimated hours required to complete the additional Services.
- (E) Not used.

Reduction of Lump Sum fees

6. Where it is determined by the Employer's Representative in accordance with Clause 34 of the General Conditions of Employment that there is a reduction in any Services for which payment is to be made by means of a lump sum fee then such lump sum fee shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultant in accordance with this Agreement.

Payment for delays

7. Where it is determined by the Employer's Representative that the Consultant is entitled under Clause 35 of the General Conditions of Employment to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined by negotiation and shall either be a lump sum or on a time charge basis.

Fees on time charge basis

8. (1) Where it is agreed by the Employer that a fee shall be paid on a time charge basis, the scale of time charges is to be agreed with the Employer.
- (2) All staff proposed by the Consultant to perform the additional Services shall be subject to the agreement of the Employer's Representative.
- (3) Time spent by clerical staff shall not be chargeable.
- (4) Time spent by the partners and directors, and professional and technical staff in approved travelling shall be chargeable.

- (5) In addition to remuneration to be paid under sub-clause (1) of this Clause the Consultant shall be reimbursed by the Employer all reasonable out-of-pocket expenses actually and properly incurred by them in respect of :-
- (a) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;
  - (b) approved travelling and hotel expenses and other similar disbursements;
  - (c) the cost of purchase of approved equipment, such equipment becoming the property of the Employer when reimbursement has been made, and
  - (d) other items approved by the Employer's Representative.
- (6) The Consultant shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge basis.