

LEAD PROFESSIONAL SERVICE CONTRACTOR (ARCHITECTURE ENGINEERING)

SCHEDULES 1 – 3

Contents

1.	SCHEDULE 1: SERVICES – GENERAL	3
1.1	Terminology	3
1.2	Services	3
1.3	Contract Price – Fees and Disbursements	3
1.4	<i>Contract Material</i>	3
1.5	Department for Infrastructure and Transport Publications, Policies and Guide notes	4
1.6	NATSPEC	4
1.7	Site Investigation	5
1.8	Design for Access	5
1.9	Project Plans	5
1.10	Local Content	5
1.11	Program	6
1.12	Project Budget	6
1.13	Statutory Approvals	7
1.14	Construction Contract Tenders, Contracts and Administration	7
1.15	Site Visits	8
1.16	Design Reviews	9
1.17	Compliance Statements	9
1.18	<i>Client's</i> ICT Project Management System (BPIMS)	9
1.19	Performance Reports	10
1.20	CAD Files, Records and Manuals	10
1.21	Code of Practice	10
1.22	Payment Claim Format	11
2	SCHEDULE 2: SERVICES – PROJECT SPECIFIC	12
2.1	Terminology	12
2.2	Project Delivery Framework	12
2.3	Services Parts	12
2.4	Disbursements	14
2.5	Subcontractors	14
2.5.1.	Discipline Professional Service Contractors	15
2.5.1.1.	Procurement of DPSCs Professional Service Contractor (Civil/Structural Engineering) and Professional Service Contractor (Building Services Engineering)	15
2.5.1.2.	Other DPSCs	16
2.5.2.	General	17

2.5.3. Other Subcontractors	19	
2.6 Project Manager	19	
2.7 Cost Manager	20	
2.8 Certifier	20	
2.9 General Services	20	
2.10 Record Drawings	21	
2.11 Building Information Modelling (BIM)	21	
3 SCHEDULE 3: PROJECT DETAILS		22
3.1 Terminology	22	
3.2 Background	22	
3.3 Project Description and Scope	22	
3.4 Project Objectives	22	
3.5 Current Status	22	
3.6 Project Organisation	22	
3.7 Budget	23	
3.8 Project Program	23	
3.9 Procurement Method	23	
3.10 Existing Approvals	24	
3.11 Role of Department for Infrastructure and Transport	24	

1. SCHEDULE 1: SERVICES – GENERAL

1.1 Terminology

This document is intended for use in conjunction with AS 4122—2000 General conditions of contract for engagement of consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in these Schedules 1-3.

The South Australian Government describes organisations delivering professional services associated with construction as Professional Service Contractors and this term has the same meaning as *Consultant*.

1.2 Services

The *Consultant* shall carry out the Services in accordance with the General Conditions, the Brief and all relevant policies of the South Australian Government, in particular the 5-step Infrastructure Planning and Delivery Framework, the PC028 Construction Procurement Policy: Project Implementation Process and the Urban Design Charter.

1.3 Contract Price – Fees and Disbursements

The fixed or indicative fee component of the contract price shall include GST and shall include *Consultant* time (including hours spent in country, interstate and international travel) and all general administration costs including telephone calls, facsimiles, courier services, photocopying, presentation material, printing (except tender/contract documentation), interstate and/or international travel costs for attendance in Adelaide as part of the *Consultant's* provision of the Services and travel costs in the metropolitan area (within 32 kms of the Adelaide GPO). No additional fee payment will be made for these items.

Any travel by motor vehicle, in excess of 32 kms from the Adelaide GPO required to get to the Site will be administered as a Disbursement under the Contract, calculated by multiplying the distance travelled in excess of 32 kms from the Adelaide GPO by the travel rates (cents per kilometre method) published by the Australian Taxation Office for the applicable financial year in which the travel occurred.

Costs associated with travel to sites requiring the Consultant to fly to site will be treated as a Disbursement.

The fixed or indicative disbursement component of the contract price shall include GST and may include country, interstate and international travel and accommodation costs (excluding *Consultant* time and excluding travel and accommodation costs where incurred for attendance in Adelaide as part of the *Consultant's* provision of the Services), costs for the preparation of perspectives and models, costs for soils testing, survey, statutory fees, dilapidation reports, printing (tender/contract documentation) and other costs as agreed. Payment of disbursements will be made as the expenditure is incurred and for actual amounts incurred. The Consultant shall provide evidence of disbursement expenditure including but not limited to invoices and receipts and any other documentation as is reasonably required by the Client to verify the claim for payment.

If after execution of the Contract there is a requirement for the *Consultant* to undertake additional work, the *Consultant* must if required submit a revised fee on the basis of the fixed and indicative fees and disbursements. Revised fees which are not consistent with the contract price or with Department for Infrastructure and Transport (the Department) market data on fees and disbursements for similar projects may be rejected.

1.4 Contract Material

The *Consultant* shall prepare any *Contract Material* as required by the Brief and necessary for

the execution of the project and review the *Contract Material* for completeness and correctness and with a view to omitting any ambiguity and inconsistency.

The *Consultant* shall prepare any *Contract Material* consistent with the nature of the project.

The *Consultant* shall prepare any *Contract Material* consistent with published Government, Department for Infrastructure and Transport (the Department) and lead agency policies and standards relevant to the project in particular the 5-step Infrastructure Planning and Delivery Framework, the PC028 Construction Procurement Policy: Project Implementation Process and the Urban Design Charter.

The *Consultant* shall as part of the *Services* and when requested submit alternative schemes and options for the architectural engineering or other components of the *Contract Material* indicating the design process and an analysis of the advantages and disadvantages of each alternative with a view to determining the optimum economic solutions on the basis of both capital and operational costs for the project.

The *Consultant* shall exercise diligence when determining material selections for incorporation into the *Contract Material* and shall ensure the *Contract Material* clearly articulates the quality requirements (e.g. samples, testing, hold points, acceptable tolerances in the standard of workmanship, etc.).

The *Consultant* shall submit to the *Client* any *Contract Material* prepared by the *Consultant* and proposed to be used for the purposes of the execution of the project. The *Client* shall advise the *Consultant* as soon as reasonably possible and in any event not later than twenty eight (28) days after submission if the *Client* requires revision or amendment of the *Contract Material*.

If *Contract Material* submitted in accordance with the preceding clause does not comply with the *Contract* the *Client* may require the *Consultant* to revise the *Contract Material* without being liable to the *Consultant* for any extra costs incurred as a result of such revision. If the *Client* requires revision for any other purpose, the work involved shall be treated as a variation as provided in the *Contract*.

Any omission by the *Client* to require revision or amendment of any *Contract Material* shall not constitute an acknowledgment or admission that such *Contract Material* is correct in detail as to measurement dimensions materials or in any other particular, the responsibility for which shall remain the *Consultant's*. No approval, direction or assistance given to the *Consultant* whether by the *Client* the construction contract principal or by any statutory body whether acting in pursuance of its statutory functions or otherwise in respect of *Contract Material* shall relieve the *Consultant* of responsibility under the *Contract*.

During the construction contract administration phase the *Consultant* shall arrange as the work progresses for the design team to modify all drawings to include approved variations.

1.5 Department for Infrastructure and Transport Publications, Policies and Guide notes

The *Consultant* shall comply with all relevant Department for Infrastructure and Transport publications, policies and guide notes and shall refer to Schedule 4: Notes on Publications, Policies and Guide Notes for Consultants (Professional Service Contractors). Guide notes can be found in the BPIMS Project Library at http://www.bpims.sa.gov.au/bpims/library/library_frameset_1.htm.

1.6 NATSPEC

The *Consultant* shall subscribe to the appropriate NATSPEC package and shall prepare all construction specifications using the appropriate NATSPEC work sections and the Department amended NATSPEC work sections.

1.7 Site Investigation

The *Consultant* shall investigate and report on site and ownership details, boundary issues, change of land use, risk to people and the environment due to contamination of the soil and/or groundwater.

The *Consultant* shall carry out an assessment of the impact of the proposed project on any aboriginal land or sacred site, any listed (or proposed) heritage site or building and any significant trees.

The *Consultant* shall arrange all surveys required to complete the *Services*. The fees associated with these surveys will be reimbursed by the *Client* as a disbursement.

The *Consultant* shall exercise diligence to inform itself of the site to ensure the *Contract Material* is adequate for the purpose stated in the Brief.

1.8 Design for Access

In accordance with government policy it is necessary for the *Consultant* to manage that the design complies with accessibility provisions under the National Construction Code of Australia (NCCA) and the Disability (Access to Premises – Buildings) Standards 2010 under subsection 31 (1) of the *Disability Discrimination Act 1992* (Cth). It is also a requirement that the *Consultant* reviews the Brief to identify any access requirements specified that will be in conflict with the requirements under the Act and Standards and draw the matter to the attention of the *Client*.

1.9 Project Plans

Prior to commencing any *Services* the *Consultant* shall prepare and submit to the *Client* the following project specific plans:

- (a) a Work Health & Safety Plan (WH&S plan) setting out in adequate detail the procedures the *Consultant* will implement to manage the *Consultant's* activities from a work health and safety perspective and describe how the *Consultant* proposes to ensure the *Consultant's* activities are performed consistently with all statutory and the Department requirements in relation to work health and safety.
- (b) a 'Safe Design of Structures' plan which shall include the establishment of a risk matrix and the program and process for safe design reviews and reporting on any issues identified and action taken to rectify issues identified (if any).
- (c) a Quality Plan which indicates how the quality processes of the *Consultant* are to be applied to achieve the requirements of the *Services*, without reference to other documents except such other standard *Consultant* documentation that is relevant to the *Services* and is readily available to the *Client*.

The *Consultant* shall regularly review its project plans, report to the *Client* any issues identified and actions taken to rectify issues identified and update the plans accordingly. The *Consultant* must provide the *Client* with any updated plans.

1.10 Local Content

Consistent with the Australian Industry Participation National Framework, the South Australian Government is committed to maximising Australian industry participation to encourage greater opportunities for local and regional suppliers. The *Consultant* must include in the *Contract Material* preference for goods and services of South Australian, Australian and New Zealand

origin which offer value for money over the life cycle of the project.

Consistent with the South Australian Industry Participation Policy:

- Project design and tender specifications must not be an obstacle to the South Australian supply of required goods or services.
- Design and tender specifications must use Australian standards, or standards regularly used in Australia and be performance oriented rather than design specific where possible.
- References to a specific brand or product made should only be used in exceptional circumstances and followed by the words “or equivalent”.

The *Consultant* may use the confidential services of the Industry Capability Network South Australia to identify ways of determining local industry capabilities for import replacement and local industry participation opportunities. The contact details are as follows:

Industry Capability Network South Australia
Level 8, 250 Victoria Square, Adelaide SA 5000
Phone: 1300 553 309
Email: info@icnsa.org.au
Web: www.icnsa.org.au

OR

The South Australian Product and Services Register
Office of the Industry Advocate
Level 17, 30 Wakefield Street, Adelaide 5000
Phone: 08 8226 8956
Email: oia@sa.gov.au
Web: www.industryadvocate.sa.gov.au/sa-product-and-service-register

1.11 Program

The *Consultant* shall provide the *Services* in accordance with the Program.

If the *Consultant* fails to comply with the above provision without the approval of the *Client* for any reason other than a default by the *Client*, the *Consultant* shall accelerate the execution of the *Services* at the *Consultant's* expense until the Program requirements have been complied with.

1.12 Project Budget

The *Consultant*, in carrying out the *Services*, having regard for the budgeted cost, shall if any cost report indicates that the cost of construction of the project will exceed the budgeted amount, revise and alter the *Contract Material* so that the cost, having regard to the cost report may be reasonably expected not to exceed the budgeted amount. Any impact on the life cycle cost of the building arising from changes to the *Contract Material* shall also be advised, with the *Contract Material* revised where necessary to achieve the optimum life cycle cost outcome. If in the *Consultant's* opinion no such alteration or revision of the *Contract Material* within the requirements of the Brief is feasible or would sufficiently reduce the cost, the *Consultant* shall advise the *Client* accordingly.

When acting as a cost manager or in the role of services engineer preparing estimates, the *Consultant* shall meet the requirements of section 4 Plant and Equipment of the Government Buildings Energy Strategy in regard to the preparation of life cycle assessment for the recommended plant and a least one alternative.

If, when tenders for the construction contract(s) are called, the lowest conforming tender exceeds the budgeted amount, the *Consultant* shall, upon written request by the *Client*, amend the *Contract Material* to reduce the cost of the project to the budgeted amount. Where the

tender has exceeded the budgeted amount due to a failure to perform the *Services* to that standard of care and skill to be expected of a Consultant who regularly acts in the capacity in which the *Consultant* is engaged or due to errors or omissions in the *Contract Material* the Consultant shall correct the *Contract Material* at its own expense.

The *Consultant* shall participate in strategic value management and value management exercises convened to manage the project budget and delivery of value to the *Client*.

1.13 Statutory Approvals

The *Consultant* will arrange and obtain all necessary statutory approvals during the project. The fees associated with these approvals will be reimbursed by the *Client* as a disbursement.

1.14 Construction Contract Tenders, Contracts and Administration

The conditions for construction contracts will generally be based on one of the following:

- (a) AS 2124—1992 General conditions of contract;
- (b) GC21 (Edition 1 as amended) General Conditions of Contract;
- (c) AS 4300—1995 General conditions of contract for design and construct.

The *Consultant* shall not amend these conditions or any other construction contract conditions without the *Client's* approval in writing.

The *Consultant* shall not include any provisional sums and nominated sub-contractors without the *Client's* approval in writing.

When requested by the *Client* to participate in the evaluation of tenders for a Department for Infrastructure and Transport contract the *Consultant* shall undertake the evaluation of the tender in strict accordance with the Department policies, practices and systems for tender evaluation.

The *Consultant* shall refer to the conditions of contract for the construction contract for an understanding of the delegations from the Superintendent (or equivalent) in regard to administering the contract. The *Consultant* will strictly adhere to the authorities set out in the delegations schedules in administering the construction contract. Delegations may be revoked or varied at any time.

If the *Consultant* is delegated a formal administration role under the construction contract, the *Consultant* shall carry out such functions as are delegated to the *Consultant* from time to time until the issue of the final certificate or equivalent to the construction contractor.

When acting as a valuer, certifier or assessor the *Consultant* shall be unbiased, fair and reasonable.

The *Consultant* shall at all times administer the construction contract according to its terms, with diligence and promptitude and in accordance with the Department procedures.

The *Consultant* shall report in writing with respect to the progress of the *Services* and work under the construction contract not less than monthly, and at any time requested by the *Client*, supplying with each such report copies of all notices instructions and correspondence referred to therein and with respect to the following issues:

- (i) adherence by the construction contractor to the construction contract;
- (ii) adherence by the construction contractor to the construction program;
- (iii) adherence to budget and cash flow projections;
- (iv) variations and value of variations;
- (v) extensions of time;

- (vi) latent conditions;
- (vii) quality of the work under the construction contract;
- (viii) any instructions issued by the *Consultant* to the construction contractor.

The *Consultant* shall:

- A issue from time to time, using the Department procedure and forms, such instructions as are necessary and appropriate which shall if complied with result in the proper performance by the construction contractor of the construction contract, and shall forward copies of all written instructions and communications to the construction contractor immediately upon issue of such instructions and communications;
- B maintain a site diary and all other records reasonably necessary for proper administration of the construction contract. The records shall be available for inspection at all times and shall be handed to the *Client* upon the completion of the *Services* or earlier termination;
- C promptly inform of the occurrence or imminence of any matter which may give rise to a claim for additional payment by the construction contractor;
- D advise in respect of any such matter of the course of action, consistent with the successful completion of the project, which is most likely to minimise the construction contract Principal's liability;
- E promptly refer any applications or claims by the construction contractor with respect to extensions of time, valuation of variations, latent conditions and any other matter together with copies of all relevant documents and correspondence to the relevant party under the construction contract for consideration; or if authorised promptly deal with any such applications or claims;
- F promptly refer to the Superintendent (or equivalent) or construction contract Principal any claim application or notice forwarded by the construction contractor to the *Consultant* which should under the construction contract have been directed to the Superintendent (or equivalent) or construction contract Principal;
- G not exceed the powers vested in the Superintendent (or equivalent) under the construction contract and delegated to the *Consultant* and not waive or vary any of the Principal's rights under the construction contract without prior written approval;
- H on request, be available on reasonable notice to consult with the Superintendent (or equivalent) of the construction contract;
- I on request, advise the construction contractor on the intended meaning of any part of the *Contract Material* and on the rationale and calculations on which any part of the *Contract Material* is based;
- J provide such assistance and deliver such *Contract Material* as the Superintendent (or equivalent) and construction contract Principal require in the event of any arbitration or other proceedings arising in respect of the construction contract. If the claim or dispute, the subject of such proceedings, is caused or substantially contributed to by any breach of this Contract, such assistance shall be provided free of charge, but shall otherwise be paid for by the *Client* at the rates provided for in the Annexure Clause 18A or if no rate is provided, at a reasonable rate;
- K comply with any directions issued by the *Client*, Superintendent (or equivalent) or construction contract Principal in respect of its functions as delegate of the Superintendent (or equivalent).

1.15 Site Visits

The *Consultant* and each of the subcontractors shall as part of the *Services* regularly visit the construction site during the construction phase. A written report shall be submitted to the

Department Construction Adviser within two (2) working days of each site visit. The exact frequency and type of inspection will be determined by the progress and nature of site activity and will include visits necessary to effectively achieve Practical Completion (or equivalent), monitor rectification of defects and issue the Final Certificate. Refer to the Department guide notes for consultants in the BPIMS Project Library at http://www.bpims.sa.gov.au/bpims/library/library_frameset_1.htm for a guide to the minimum inspections required on projects.

During visits to the construction site, the *Consultant* shall monitor and report on construction contractors and/or subcontractors compliance with safe work practices as required by the *Work Health and Safety Act 2012* (SA).

1.16 Design Reviews

The responsibility for completeness, accuracy and coordination of documents resides with the *Consultant*. Notwithstanding the *Client* has a design review process at the end of the Concept and Documentation phases as identified in Schedule 5: Services Matrix. The *Consultant* and where relevant or requested the subcontractors shall provide all services necessary to participate in and to address all issues listed in the design review report prepared by the *Client*.

If required services related to design reviews have not been provided by the *Consultant*, the *Client* may withhold any payment that falls due.

1.17 Compliance Statements

The *Consultant* and where relevant or requested subcontractors shall provide monthly a signed statement of compliance appropriate to the phase of the project and as identified in Schedule 5: Services Matrix.

If at a later date it is clear that a statement of compliance was incorrect the *Client* may by written request require the *Consultant* to provide all services necessary to achieve compliance, including any amendment to the *Contract Material*, at its own expense.

If required statements of compliance are not received from the *Consultant* the *Client* may withhold any payment that falls due.

1.18 *Client's* ICT Project Management System (BPIMS)

The *Client* has an ICT system that manages critical information on the project that is the subject of this Contract.

The Building Project Information Management System (BPIMS) provides the project management framework that governs the delivery of major building construction projects by the Department.

BPIMS promotes and supports the implementation of government policies and practices and facilitates communication and sharing of knowledge among government agencies, the Department and industry participants. BPIMS enables the electronic collection, collation and consistent management of information, providing project specific information in real time.

Throughout the term of the Contract, the *Consultant* is required to utilise BPIMS on a regular and ongoing basis as directed by the *Client* including but not limited to uploading of contract information and data, uploading of compliance statements, use of the *Client's* on-line contract instructions system (variation orders and contract memorandums) and use of the *Client's* on-line payment claim system.

BPIMS makes available to the *Consultant* a range of resources including guide notes, forms and proformas that will be relevant during the construction. By accessing the Contract 'Home Page' using BPIMS, the *Consultant* shall regularly review these resources and obtain project

information electronically.

The *Consultant* shall electronically upload information, lodge forms and payment claims, utilise proformas and upload other documents in the form and at the times as specified or directed by the *Client*.

Refer to the BPIMS “Help” suite of documents available in the BPIMS Project Library at: <http://www.bpims.sa.gov.au/bpims/library/showLibrary.do?searchText=pretender>.

1.19 Performance Reports

Three months after practical completion or equivalent of the construction contract the *Consultant* shall provide, on the standard form, a report that will be entered into the Department for Infrastructure and Transport Prequalification System on the performance of the construction contractor and its major subcontractors.

1.20 CAD Files, Records and Manuals

The Consultant must:

- before the tender call for the construction contract(s) (which will be a date to be notified by the *Client* to the *Consultant*) supply AutoCAD as .dwg and .pdf files of all registered drawings that form part of the construction contract documents;
- ensure that before Practical Completion (or where the construction contract does not recognise Practical Completion, before “Completion”) is due to occur, AutoCAD files of all required “Record” drawings (having the same meaning as as-installed drawings, as-built drawings and work-as-executed drawings) are provided to the Department Project Review Officer;
- ensure that the construction contractor meets its contractual obligations in regard to the provision, timing and content of Record drawings (whether incorporated into Operations Manuals, Maintenance Manuals or otherwise);
- fully specify the requirements for Operations Manuals and Maintenance Manuals in the “General Requirements” section of the construction contract and ensure there is no repetition of the specification (or inconsistency) for Operations Manuals and Maintenance Manuals in the trade specifications;
- obtain the Operation Manuals and Maintenance Manuals from the construction contractor and review them for compliance and completeness and approval;
- ensure that the approved Maintenance Manuals are submitted to the Department Project Review Officer six weeks before Practical Completion (or where the construction contract does not recognise Practical Completion, before “Completion”) is due to occur; and
- ensure that the approved Operations Manuals are submitted to the Department Project Review Officer before Practical Completion (or where the construction contract does not recognise Practical Completion, before “Completion”) is due to occur.

On completion of the *Services* and in order to meet the requirements of the *State Records Act 1997* (SA), the *Consultant* and all subcontractors shall provide to the *Client* the *Contract Material* including sketches, plans, designs, estimates, calculations, reports, models, computer sourced codes, articles, information, files and data produced by the *Consultant* in the course of the contract.

1.21 Code of Practice

The *Consultant* must comply with the Code of Practice for the South Australian Construction Industry. Lodgement of a tender will be evidence of the *Consultant's* agreement to comply

with the Code for the duration of any resulting contract that may be awarded. If any *Consultant* fails to comply, the failure will be taken into account by the Government of South Australia and its Agencies when considering this or any subsequent tender by the *Consultant* and may result in such tender being passed over and or a change in the status of the *Consultant* on any South Australian Government register of consultants.

1.22 Payment Claim Format

In addition to the requirements for payment claims in accordance with the Contract, the Consultant shall ensure all claims for payment comply with the following:

- All Parts (0, 1, 2 and 3) costs are identified separately;
- Each Part identifies fees, disbursements and variations separately;
- Part 3 fee must be identified as two separate amounts as follows: an amount for Construction PIP 5.5 and an amount for Review PIP 5.6 (Per Schedule 2, Clause 2.3);
- Each amount identifies percentage complete, previously paid amounts and amounts being claimed in the payment claim;
- Is in a tabular format;
- Includes adequate description of the services for which payment is being claimed; and
- Is accompanied by a signed Monthly Compliance Statement as required in section 1.17 of this Schedule 1.

2 SCHEDULE 2: SERVICES – PROJECT SPECIFIC

2.1 Terminology

This document is intended for use in conjunction with AS 4122—2000 General conditions of contract for engagement of consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in this Schedule 2.

2.2 Project Delivery Framework

The project will be delivered in accordance with the Construction Procurement Policy: Project Implementation Process (PIP) for the delivery of building construction projects which has several phases:

PIP Phase 4	Return Brief
PIP Phase 5.1	Concept
PIP Phase 5.2	Design
PIP Phase 5.3	Documentation
PIP Phase 5.4	Tender
PIP Phase 5.5	Construction
PIP Phase 5.6	Review

2.3 Services Parts

The Consultant must perform the Services in accordance with the General Conditions and Annexures, Schedules 1-3, Schedule 4 and Schedule 5 – Services Matrix which sets out the services allocated to the Lead PSC and other roles as set out below.

Subject to the provisions of this Contract, the Services will be performed in parts:

- (a) Return Brief (Part 0);
- (b) Concept services (Part 1);
- (c) Design, Documentation and Tender services (Part 2); and
- (d) Construction and Review services (Part 3).

Return Brief (Part 0)

The *Consultant* must perform the Part 0 services for the fixed price tendered by the *Consultant* and accepted by the *Client*.

The Lead Agency has provided a Request for Service requiring a return brief to be developed to scope the project in the relevant form of the following templates, which are provided as part of the Briefing Documents:

- (a) Return Brief Template
 - (b) Return Brief – Entitlements Schedules Template
 - (c) Return Brief – Cost Estimate Summary Template
- ('Return Brief').

The *Consultant* shall work with the Lead Agency and End User to develop and complete a Return Brief which will require approval by the Lead Agency and the *Client* prior to the commencement of Part 1 (Concept services).

The Lead Agency will be involved in meetings with the Design Team to ensure the required outcomes for each project are met prior to moving into the Part 1 services.

A Cost Manager will be engaged by the *Client* from the commencement of Part 0 services to provide cost advice to ensure scope and budget alignment prior to commencing Part 1 services.

For clarity, Part 1 services will not commence until scope and budget are aligned.

Concept Services (Part 1)

The Consultant must perform the Part 1 services for the fixed price tendered by the Consultant and accepted by the *Client*.

If the project proceeds, subject to the Department workload and in consultation with the lead agency, the *Client* will determine an appropriate *Consultant* tender field which may or may not include the *Consultant* contracted to undertake these services.

Design, Documentation and Tender Services (Part 2)

The Consultant must perform the Part 2 services for the price accepted by the *Client* which is based on the **indicative** price tendered by the *Consultant*, as set out in the Contract.

The Consultant must not commence the Part 2 services unless and until:

- (i) the parties have reached agreement in writing on the fixed amount of the price payable for the Design, Documentation and Tender services, the time frames for performance, and any other necessary terms; and
- (ii) the *Client's* Representative (in the *Client's* absolute discretion) has expressly requested the Consultant to commence performance of the Design, Documentation and Tender services.

Construction and Review Services (Part 3)

The Consultant must perform the Part 3 services for the price accepted by the *Client* which is based on the **indicative** price tendered by the *Consultant*, as set out in the Contract.

The Consultant must not commence the services unless and until:

- A the parties have reached agreement in writing on the fixed amount of the price payable for the Construction and Review services, the time frames for performance, and any other necessary terms; and
- B the *Client's* Representative (in the *Client's* absolute discretion) has expressly requested the Consultant to commence performance of the Construction and Review services.

The price for the Part 3 services must clearly identify the fixed amount for Services during Construction (PIP 5.5) and the fixed amount for Services during Review (PIP 5.6). Unless reasonably negotiated otherwise, an amount of 15% of the total Part 3 fee shall apply to the fixed amount for Services during Review PIP 5.6.

Notwithstanding any other provision of the Contract, the *Client* may, entirely at the *Client's* own discretion and without cause delete services from the scope of the Contract provided the *Client* has not yet authorised the Consultant to commence any part of those services

For the avoidance of doubt, if the *Client* deletes services from the scope of the Contract:

- the *Client* will not be obliged to pay any amount attributable to the relevant services; and
- the *Client* will be at liberty to have the relevant services or any part of them undertaken

by a third party.

The *Client* reserves the right to review and if necessary amend the extent and nature of consultancy services required for any Part.

2.4 Disbursements

The *Consultant* shall provide the following disbursements and shall be responsible for arranging and coordinating services associated with disbursements and for making payment.

Disbursement
Accommodation
Arborist Report
Condition survey
Contamination – desktop analysis
Models
Perspectives (site and new build)
Publicity brochures
Radiation consultant
Signage and wayfinding design
Soils testing/Soil sampling – contamination
Soils testing – geotechnical
Statutory fees
Survey – 3D scan model
Survey – underground services
Survey – vegetation
Surveying – boundary identification
Surveying – engineering (levels and features
Traffic Engineering
Travel – country
Travel – interstate
Travel – international
Travel – motor vehicle travel in excess of 32 kms from Adelaide GPO (to be applied to Part 1, Part 2 and Part 3 if applicable)
3D Rendering (Photorealistic) and/or Animation (Flythrough)

2.5 Subcontractors

The *Consultant* shall where applicable select and engage subcontractors under the same terms and conditions as this Contract and will be responsible for the management and coordination of their services.

The consultant fee and reimbursements of expenses will be adjusted by the amount equal to the agreed amount of subcontractors' fees and reimbursements of expenses for the Services.

The *Consultant* shall be responsible for coordinating that the services designated in the

Schedule 5: Services Matrix for the subcontractors are carried out.

There is a requirement for the subcontractors listed below to be engaged by the *Consultant*. The final decision on selection of the subcontractors is the responsibility of the *Consultant*. Where there is a requirement for the subcontractor to be prequalified the *Consultant* shall select from the designated prequalification discipline and level on the register of Professional Services Contractors for Building Works only. A list of the currently registered consultants is available from the Department internet site at https://www.dpti.sa.gov.au/contractor_documents/prequalification

2.5.1. Discipline Professional Service Contractors

The tendering process for the Discipline Professional Service Contractors (“DPSCs”) is a “cascading” model whereby the *Consultant* will procure and enter into direct engagements with the DPSCs post-award of the *Contract*.

The tendering process for the Discipline Professional Service Contractors (the “DPSCs”) is a modified “cascading” model whereby the *Consultant* will enter into direct engagements with the DPSCs post-award of the *Contract*.

2.5.1.1. Procurement of DPSCs Professional Service Contractor (Civil/Structural Engineering) and Professional Service Contractor (Building Services Engineering)

Within 28 days of *Contract* award, the *Consultant* shall develop a Procurement Plan in consultation with the *Client* for all DPSC tender calls. The Procurement Plan will include without limitation, the following:

- (a) a list of proposed DPSCs for which tenders will be called;
- (b) a list of proposed tenderers for each tender call;
- (c) a program for the procurement of all DPSCs; and
- (d) draft tender and subcontract documentation that the *Consultant* will use to call tenders and engage the other DPSCs.

The *Client* is under no obligation to check the Procurement Plan but will have the right to direct the *Consultant* to change the Procurement Plan for the purposes of ensuring completeness and consistency with the *Contract* and may, at its discretion, request a change to the proposed tenderers for each tender call. In addition, provided that the change does not require the *Consultant* to accept a liability to the DPSC which the *Client* does not accept when the *Client* awards contracts in similar situations, the *Client* may direct the *Consultant* to change the tender and subcontract documentation.

Following finalisation of the Procurement Plan, the *Consultant* will:

- (a) call tenders for the DPSCs following the documentation and procedures used by the *Client* in calling tenders;
- (b) lead the evaluation of the tender submissions by the DPSCs;
- (c) prepare a tender assessment report detailing all tenders received including pricing on an open book basis (eg provision of pricing, costs and other information to enable an assessment of actual costs and profit margins in a clear, transparent and fully auditable manner) nominating the preferred tender for the DPSCs;
- (d) make a recommendation to the *Client* for acceptance of the preferred tender for the DPSCs; and
- (e) unless within 5 Business Days after receipt of the recommendation, the *Client* directs the *Consultant* not to accept the tender or if within 5 Business Days after receipt of the

recommendation, the *Client* notifies the *Consultant* that it does not intend to object, the *Consultant* must proceed to accept the tender recommended by the *Consultant*.

The *Consultant* shall provide the *Client*, the Principal's Professional Service Contractors and any other organisation deemed relevant by the *Client* eg Department for Education, with the opportunity to participate in the process of opening *DPSC* tenders, tender appraisal and in the briefing of the *DPSCs*.

For clarity, any direction by the *Client* under section 2.5.1 does not relieve the *Consultant* from any liability or obligation under the *Contract*. The *Consultant* shall be liable to the *Client* for the acts and omissions of *DPSCs* as if they were acts or omissions of the *Consultant*.

The *Client* will call tenders for the Professional Service Contractor (Civil/Structural Engineering) and the Professional Service Contractor (Building Services Engineering) (the "*Engineering DPSCs*") prior to award of the *Contract*.

Following award of the *Contract*, the *Consultant* will:

- (a) participate in the evaluation of the tender submissions by the *Engineering DPSCs*, which will be led by the *Client*, unless a conflict of interest exists in which case the *Consultant* will be excluded from the evaluation;
- (b) assist the *Client* in the preparation of a tender assessment report nominating the preferred tender for the *Engineering DPSCs*;
- (c) make a recommendation to the *Client* for acceptance of the preferred tender for the *Engineering DPSCs*; and
- (d) unless within 5 Business Days after receipt of the recommendation, the *Client* directs the *Consultant* not to accept the tender or if within 5 Business Days after receipt of the recommendation, the *Client* notifies the *Consultant* that it does not intend to object, the *Consultant* must proceed to accept the tender recommended by the *Consultant* and enter into a contract with the *Engineering DPSC* on the terms and conditions of contract included in the tender.

The *Consultant* acknowledges and agrees that:

- (i) the *Client* does not guarantee the accuracy, quality or completeness of the documentation included in the tender to *Engineering DPSCs*;
- (ii) it has carried out its own review of the tender documentation and tender submissions prior to making a recommendation to the *Client* for acceptance of the preferred tender; and
- (iii) the calling of *Engineering DPSC* tenders by the *Client* does not relieve the *Consultant* from its responsibilities for subconsultants or any liability or obligation under the *Contract*.

2.5.1.2. Other DPSCs

All other *DPSC* tenders will be called by the *Consultant*.

The *Consultant* shall develop a Procurement Plan in consultation with the *Client* for all other *DPSC* tender calls. The Procurement Plan will include, without limitation, the following:

- (a) a list of proposed *DPSCs* for which tenders will be called;
- (b) a list of proposed tenderers for each tender call;
- (c) a program for the procurement of all other *DPSCs*; and
- (d) draft tender and subcontract documentation that the *Consultant* will use to call tenders and engage the other *DPSCs*.

The *Client* is under no obligation to check the Procurement Plan but will have the right to direct the *Consultant* to change the Procurement Plan for the purposes of ensuring completeness

and consistency with the *Contract*. In addition, provided that the change does not require the *Consultant* to accept a liability to the *DPSC* which the *Client* does not accept when the *Client* awards contracts in similar situations, the *Client* may direct the *Consultant* to change the tender and subcontract documentation.

Following finalisation of the Procurement Plan, the *Consultant* will:

- (i) call tenders for the other *DPSCs* following the documentation and procedures used by the *Client* in calling tenders;
- (ii) lead the evaluation of the tender submissions by the other *DPSCs*;
- (iii) prepare a tender assessment report detailing all tenders received including pricing on an open book basis (eg provision of pricing, costs and other information to enable an assessment of actual costs and profit margins in a clear, transparent and fully auditable manner) nominating the preferred tender for the other *DPSCs*;
- (iv) make a recommendation to the *Client* for acceptance of the preferred tender for the other *DPSCs*; and
- (v) unless within 5 Business Days after receipt of the recommendation, the *Client* directs the *Consultant* not to accept the tender or if within 5 Business Days after receipt of the recommendation, the *Client* notifies the *Consultant* that it does not intend to object, the *Consultant* must proceed to accept the tender recommended by the *Consultant*.

The *Consultant* shall provide the *Client*, the Principal's Professional Service Contractors and any other organisation deemed relevant by the *Client* with the opportunity to participate in the process of opening the other *DPSC* tenders, tender appraisal and in the briefing of the other *DPSCs*.

2.5.2. General

Subject to Section 2.5.1.1, the *Consultant* shall where applicable select and engage *DPSCs* under the same terms and conditions as this *Contract* and will be responsible for the management and coordination of their services.

The *Consultant's* fee and reimbursements of expenses will be adjusted by the amount equal to the agreed amount of *DPSCs* fees and reimbursements of expenses for the *Services*.

When requested, before engaging any *DPSCs* and at any other times, the *Consultant* must provide to the *Client* copies of any subcontract documents, the names and addresses of proposed *DPSCs* and the names and addresses of *DPSCs*. The *Client* may object to the appointment of any proposed *DPSC* on reasonable grounds. If the *Client* objects to any proposed *DPSC*, the *Consultant* must at its own cost propose another *DPSC*.

The objection by the *Client* to the appointment of a proposed *DPSC* shall not be deemed unreasonable if the *Contract* requires the *DPSC* to be registered in the Department for Infrastructure and Transport ("the Department") Prequalification System (or is not registered in the appropriate category in the Department Prequalification System as determined by the *Client*).

The *Consultant* shall be responsible for coordinating that the services designated in the Schedule 5: Services Matrix for the subcontractors are carried out.

Subject to Section 2.5.1.1, there is a requirement for the *DPSCs* listed below to be engaged by the *Consultant*. The final decision on selection of the *DPSCs* is the responsibility of the *Consultant*. Where there is a requirement for the *DPSC* to be prequalified the *Consultant* shall select from the designated prequalification discipline and level. A list of the currently registered consultants is available from the Department internet site at https://www.dpti.sa.gov.au/contractor_documents/prequalification

The *Consultant* shall where applicable select and engage *DPSCs* under the same terms and

conditions as this Contract and will be responsible for the management and coordination of their services.

The consultant fee and reimbursements of expenses will be adjusted by the amount equal to the agreed amount of *DPSCs'* fees and reimbursements of expenses for the Services.

The provisional sum included in the *Consultant's Fee* shall not itself be payable except where the Client has approved costs to be expended for the purpose of engaging any of the *DPSCs*. The *Consultant* shall as part of the recommendation to the *Client* for acceptance of the preferred tender for the *DPSCs* pursuant to subclause 2.5.1.2(d), seek *Client* approval to expend the costs attributable to the engagements. The *Consultant* shall provide evidence and copies of the *DPSCs'* invoices to enable payment of actual costs for the subcontracted services. For the avoidance of doubt, the *Consultant's* costs to manage all *DPSCs* is included in the Lead *PSC's* fee in Annexure A Item 18 (*Consultant's Fee*) and is not claimable against the provisional sum.

The *Consultant* shall be responsible for coordinating that the services designated in the Schedule 5: Services Matrix for the *DPSCs* are carried out.

Subject to sections 2.5.1.1 and 2.5.1.2 there is a requirement for the *DPSCs* listed below to be engaged by the *Consultant*. The final decision on selection of the *DPSCs* is the responsibility of the *Consultant*. Where there is a requirement for the subcontractor to be prequalified the *Consultant* shall select from the designated prequalification discipline and level on the register of Professional Services Contractors for Building Works only. A list of the currently registered consultants is available from the Department internet site at https://www.dpti.sa.gov.au/contractor_documents/prequalification

Discipline	Prequalification level
<i>Engineering – Building Services:</i>	
Electrical Engineering	
Electronic Engineering (communication, computing/data, security)	
Fire Services Engineering	
Hydraulic Engineering	
Mechanical Engineering	
Vertical Transportation Engineering	
<i>Engineering – Civil/Structural:</i>	
Civil Engineering	
Structural Engineering	
Façade Engineering	
Geotechnical Engineering	
Seismic Engineering (restraint of engineering services and ceilings)	
<i>Other:</i>	
Access Consultant	
Acoustic Engineering	
Architecture	

Discipline	Prequalification level
Building Design	
Catering / Kitchen Specialist	
Cost Management	
DDA/NCC Advisor	
Energy Management	
Environmental Protection	
Health Planning	
Heritage Consultant	
Hydrogeological Engineering	
Interior Design	
Landscape Architecture (including irrigation design)	
Traffic Engineering	
Urban Planning	
Value Management	
Vibration Engineering	

2.5.3. Other Subcontractors

The *Consultant* may be required to engage subcontractors to deliver the Services that are not *DPSCs* procured through the cascading model pursuant to Section 2.5.1 herein. The *Consultant* shall where applicable select and engage subcontractors under the same terms and conditions as this Contract and will be responsible for the management and coordination of their services.

The final decision on selection of the subcontractors is the responsibility of the *Consultant*. The *Consultant* shall be responsible for coordinating that the Services designated in the Schedule 5: Services Matrix for the subcontractors are carried out to appropriate quality standards.

For the avoidance of doubt, the services summarised in the table below are included in the *Consultant's* services and any subcontractors required to deliver these services will not be engaged as *DPSCs* under section 2.5.1.

Lead PSC services	Prequalification level
Architecture	
Health Planning	
Interior Design	

2.6 Project Manager

The *Consultant* shall be responsible for the services allocated to the Project Manager in Schedule 5: Services Matrix to the Contract.

A Department for Infrastructure and Transport prequalified project manager will be engaged directly by the *Client* to provide project management services to the project. The *Consultant*

shall liaise and coordinate with the project manager on all relevant matters.

2.7 Cost Manager

The *Consultant* shall select and engage a Cost Manager from the Department for Infrastructure and Transport Prequalification System for Cost Managers (Building Works) as a subcontractor. The *Consultant* shall be responsible for engaging appropriate resources and managing that the services allocated to the Cost Manager in Schedule 5: Services Matrix to the Contract are provided. A list of the currently prequalified cost managers is available on the Department internet site at https://www.dit.sa.gov.au/contractor_documents/prequalification

The *Consultant* shall provide detailed elemental cost analysis at the pre-tender stage of the Project whether it is new, upgrade/refurbishment or fit-out works. All items in the analysis will be provided as \$/m² rates for the gross floor area. In the case of a project with a number of facility types (e.g. school redevelopment) the cost analysis shall be split into the facility types where possible.

The *Consultant* shall provide a detailed elemental cost analysis of the preferred tender as \$/m² rates for the gross floor area. (The standard template for the required elemental analysis can be found in the BPIMS Project Library at: <http://www.bpims.sa.gov.au/bpims/library/showLibrary.do?searchText=pretender>)

The format for presentation of estimates shall be in accordance with the standard provided by the Department - refer to the guide notes in the BPIMS Project Library at http://www.bpims.sa.gov.au/bpims/library/library_frameset_1.htm. The Cost Manager shall liaise and coordinate with subcontractors to develop the estimate for both the capital cost and life cycle cost. The Cost Manager shall obtain from the building services engineer the estimate for both the capital cost and life cycle cost of the building services engineering components.

The *Consultant* is advised that a Department for Infrastructure and Transport prequalified cost manager will be engaged directly by the *Client* to provide cost management services in each part of the project and to prepare a bill of quantities, as required. The Cost Manager shall liaise and coordinate with subcontractors to develop the estimate for both the capital cost and life cycle cost. The Cost Manager shall obtain from the building services engineer the estimate for both the capital cost and life cycle cost of the building services engineering components. The *Consultant* shall liaise and coordinate with the cost manager on all relevant matters.

2.8 Certifier

The *Client* will engage a Certifier for the project. The *Consultant* shall liaise and coordinate with the certifier on all relevant matters including ensuring that liaison occurs at the completion of schematic design and in the final stages of documentation prior to construction contract tenders being called. The *Consultant* shall manage that the works obtain Certification of Compliance with the Building Rules in accordance with section 131(21) of the *Planning, Development and Infrastructure Act 2016* (SA).

As the Client's certifier must remain independent in order to exercise the functions of a private certifier in accordance with the *Planning, Development and Infrastructure Act 2016* (SA), the Consultant may be required to engage a building surveyor or DDA/NCC advisor as a subcontractor to provide advice as required by the Consultant. The *Consultant* may (but is not required to) engage a building surveyor or DDA/NCC advisor from the 'Registered Private Certifiers Panel (G80)' document which is available in the BPIMS Project Library at <http://www.bpims.sa.gov.au/bpims/library/showLibrary.do>

2.9 General Services

The *Consultant* shall be responsible for the services allocated to the Health Planner in

Schedule 5 - Services Matrix.

A specific Quality Plan is required on this project.

The *Consultant* shall prepare room data sheets tabulating all fittings, fixtures, equipment, finishes and environmental requirements and achieve user endorsement.

The *Consultant* shall provide schedules of areas, materials, finishes and indicative colours in the project delivery phase.

The *Consultant* shall identify with the lead agency a strategy for the procurement of furniture, fittings and equipment (FF&E). Assist the lead agency to identify the scope of new versus re-use of the FF&E. Schedule FF&E requirements including all colour, material and finish selections and obtain lead agency approval. Provide the schedules to the cost manager for costing of the FF&E provision. Prepare performance specifications for calling of Tenders for FF&E. Assist the lead agency in assessing Tenders/prices.

The *Consultant* shall prepare a project publicity brochure upon completion of the project.

2.10 Record Drawings

The Consultant shall:

- ensure that "Record" drawings (which has the same meaning as as-installed drawings, as-built drawings and work-as-executed drawings) are prepared progressively throughout the life of the construction contract; and
- ensure that a comprehensive set of Record drawings are submitted to the Department Project Review Officer before Practical Completion (or where the construction contract does not recognise Practical Completion, before "Completion") is due to occur.

In addition, where Record drawings are required to be prepared by the construction contractor, the *Consultant* must provide the construction contractor with base AutoCAD contract drawings at the commencement of the construction contract, and progressively thereafter as required by the construction contractor.

Drawings must be prepared in accordance with the requirements of the guide note Electronic Document Requirements (G65) which is available in the BPIMS Project Library at <http://www.bpims.sa.gov.au/bpims/library/showLibrary.do>.

2.11 Building Information Modelling (BIM)

The *Consultant* shall provide an integrated 3D BIM model and a BIM Management Plan (BMP) outlining the roles and responsibilities of the architect, all discipline professional service contractors and any other inputs into the BIM model.

The BIM model shall be developed in accordance with the Department BIM Project Brief and the Department BIM Guidelines and Standards.

3 SCHEDULE 3: PROJECT DETAILS

3.1 Terminology

This document is intended for use in conjunction with AS 4122—2000 General conditions of contract for engagement of consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in this Schedule 3.

3.2 Background

3.3 Project Description and Scope

The project must comply with all statutory and Government of South Australia policy requirements relevant to it with particular focus on the Government Buildings Energy Strategy. Details are provided in the guide note “Government Buildings Energy Strategy (PO44)”.

3.4 Project Objectives

3.5 Current Status

3.6 Project Organisation

3.7 Budget

Below is an indicative breakdown of the project budget of \$00,000 (excl. GST).

Budget Component	Budget Sum (\$)
Construction	
Building Work	
Siteworks (external works and external services)	
Furniture, Fittings and Equipment	
Design and construction contingencies	
Principal's Contingency	
Locality allowance (Country Loading)	
Escalation	
Construction subtotal	
Fees and disbursements	
Fees and disbursements (incl. the Department costs)	
Fee contingencies	
Lead Agency costs	
Fees and disbursements subtotal	
Other	
Furniture, Fittings and Equipment	
Miscellaneous contracts	
Sundries/Other	
Other subtotal	
Total Capital Budget	
GST	
Total Budget	

3.8 Project Program

The following are the key Project Program dates currently indicated in the Project Program. The dates are indicative only and may be reviewed and adjusted as required by the Department.

Activity	Commence	End
----------	----------	-----

3.9 Procurement Method

3.10 Existing Approvals

3.11 Role of Department for Infrastructure and Transport

Refer to the guide notes in the BPIMS Project Library at http://www.bpims.sa.gov.au/bpims/library/library_frameset_1.htm for a detailed description of the role of the Department.

The Department role, coordinated by the project manager, will include project overview, support and advice to the project team on government policy and procedures, facilitation of project approvals and engagements, provision of the tender call and contract execution service and contract administration as the Superintendent's Representative (or equivalent) in relation to certification, assessment and authorisation of variations and extensions of time.

The Department is providing specialist project management services on this project and will undertake the duties set out for the project manager in the Schedule 5 Services Matrix.

The Department budget risk adviser will provide a budget audit service which will include the review of budgets and cost plans, processing of progress payments and the input of data into the contract reporting system.

The Department cost manager will provide a full service including budgeting, costing, processing of progress payments and the input of data into the contract reporting system.

There will be a design review process throughout the project life. The design review will be managed by a nominee of the Department. The review aims to ensure that the design is in accordance with the lead agency's brief and government standards and specifications.

The Department construction advisers will assist in the design audit process, review the site inspection processes implemented by the *Consultant* and audit the quality of construction.

The *Consultant* is not responsible for an omission by a construction adviser to carry out an inspection requested by the *Consultant*, or a failure to identify any matter of concern that ought to have been identified in the course of such an inspection. The responsibilities of the *Consultant* are not otherwise amended as a consequence of the Department construction advisers working with the *Consultant*.

During the construction phase the Department construction advisers will work with the *Consultant* and provide a site inspection service under the coordination of the *Consultant*.