



Government of **Western Australia**
Department of **Finance**

Interior Fitout and Workplace Design Services Brief

ISSUED BY:

Department of Finance - Building Management and Works on behalf of the
Minister for Works

AMENDMENTS LOG

THIS LOG IS FOR INFORMATION PURPOSES ONLY AND
DOES NOT FORM PART OF THE PROPOSAL BRIEF

No.	Clause Number	Amendment	Effective Date
2.0	Footnotes	Amended references to 'delete clause' to 'striketrough clause'	1 December 2019
	8.2	Additional requirement added to the Consultant Attestation - 'the Consultant and any secondary or sub-consultant(s) has not received any financial incentive to specify any materials, products or components of the Works'.	

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Specification for Interior Fitout and Workplace Design Services

1. Introduction

This Interior Fitout and Workplace Design Brief outlines the scope of services for work required to plan, design and fit out office space for government agencies and members of parliament.

The extent of the contract for service is defined at the time of establishment in the letter of acceptance.

2. Project Governance

A Project Control Group (PCG) will be established for projects comprising ¹:

- The Department of Finance or Principal's Representative.
- The Client Agency representative.

Governance arrangements, structure, roles and responsibilities are clearly documented in the Department's Project Management Framework which can be made available on request.

The Consultant will be required to attend the stakeholder and planning meetings for the purposes of review, presentation of reports, responding to any queries raised and like matters. Attendance at other meetings with service providers and contractors, on an as required basis, is expected to sufficiently ensure the Principal's interests are protected. The Principal's Representative will chair these meetings. The appointed Consultant will be responsible for arranging the venue, scheduling the meetings and taking and distributing the minutes to all attendees.

3. Risk Management Plan

Unless determined otherwise by the Principal, the Consultant shall prepare a Risk Management Plan for the approval of the Principal's Representative. For projects deemed to be high risk the Risk Management Plan may be prepared by Building Management and Works (BMW) with assistance from the Consultant as required.

The Risk Management Plan shall provide duty of care risk mitigation of facility design, construction, operation, maintenance, development and demolition risks. Risk assessment must comply with AS/NZS 4360. The Risk Management Plan is required to be developed progressively from the Project Definition Plan or equivalent stage and appropriately as the project proceeds.

The Consultant is to ensure that risk mitigation is defined, recorded, assigned and performance managed by the Consultant. Risk management review shall be an agenda item at all project meetings. All risk management actions and decisions shall be recorded in the meeting minutes.

GUIDENOTES

¹ Add additional PCG members as required.

4. Management

The Consultant is responsible for the full management of the project including reporting, budget control, program, liaison with the Client Agency, community groups, end users, and relevant city or shire council.

② The Consultant will be responsible for directly engaging any subconsultants required to undertake the project. Selection shall be undertaken under the direction of the Principal. Refer to 20.1 Management of Subconsultants for further information.

4.1. Management Reporting

The Consultant shall take minutes of Project Control Group (PCG) and site meetings held with the Client Agency, subconsultants and building works contractor and distribute monthly progress report to PCG members by the 12th of every month providing details of Project Scope, Program Overview, Key Milestones and progress for the period and project cost controls.

5. Site Investigation

The Consultant shall carry out appropriate site investigations to document the building base and reflected ceiling plan or to confirm the accuracy of the existing base building layout, reflected ceiling plan and existing partition layout in preparation for schematic design and to document this information in the BMW CADD format.

The Consultant shall brief engineering subconsultants to also undertake appropriate site investigation to document the existing building services as part of their scope.

Note: Refer Clause 26 regarding available documentation.

6. Brief Finalisation

A preliminary Project Brief will be provided at the time of contract establishment. The Consultant shall develop the preliminary Project Brief into a comprehensive Project Brief, which fully describes the Client Agency's project requirements. The Project Brief is to be developed in two parts as follows:

6.1. Part A: Functional Brief and Accommodation Schedules

The Consultant shall:

- i. Prepare a Functional Brief and Accommodation Schedules acceptable to the Principal's Representative, including functional relationships, operational and area requirements. In preparation of the various briefs give due consideration to the customer's objectives, management philosophies, resources, financial, budgetary, technical and physical requirements and possible future needs.
- ii. Action relevant outcomes from Value Management and Risk Management Studies (if any) as appropriate and/or as directed by the Principal.

GUIDENOTES

② *PM should strike out this clause if Lead Consultant is not required to appoint subconsultants. Delete this footnote before issuing the document.*

- iii. Prepare briefs defining the building fabric and building services technical and performance requirements, nominating appropriate benchmarks for technical and cost conformance.
- iv. Where Client Agencies have their own detailed accommodation standards these are to be followed in the preparation of the functional brief.

6.2. Part B: Fit-out Brief

The Consultant shall:

- i. Prepare a written description of the Client Agency's requirement for the fit-out of the project on a room-by-room basis and which shall include room functions, architectural and engineering design requirements.
- ii. Establish detailed furniture and equipment requirements for the project.

The development of the Fitout Brief will evolve as part of the Schematic Design and Design Development stage. The initial version of the Fitout Brief is to be completed in conjunction with the Schematic Design. The subsequent evolving Fitout Brief will be progressively reviewed and updated during Design Development and completed in conjunction with the final Design Development fit-out drawings.

6.3. Brief Finalisation Report

The Consultant shall, at completion of brief finalisation, provide a report signed by the Consultant's Representative that includes as a minimum:

- i. Functional requirements including relationship diagrams; and
- ii. Accommodation schedule including name of position/facility, level of officer, area allocated and whether open planed or enclosed area.

Brief finalisation is considered complete upon sign-off of the report by the Client Agency's Representative and approved by the Principal's Representative.

7. Schematic Design and Design Development

The Schematic Design is to meet the requirements of the Project Brief and be acceptable to the Principal in all respects including; functional relationships, agreed cost benchmarks, physical appearance (aesthetics), buildability, material selections and their ability to be recycled. Note that a design review may be undertaken by the Department and/or the Office of the Government Architect.

The Consultant shall:

- i. Prepare separate Schematic Designs and Design Development documents for all works described in the Project Brief.
- ii. Incorporate and integrate all services requirements into the design.

The Design Development documents shall include, but not necessarily be limited to:

- i. Developed plans;
- ii. Three-dimensional concept drawings as appropriate;
- iii. Colours and finishes, selection of furniture and fittings;
- iv. Co-ordinated engineering services; and
- v. Developed estimates and programs.

The Consultant shall liaise with, and obtain all approvals from, the relevant authority for the proposed works.

The Consultant shall ensure that the office fitout design complies with the Government Office Accommodation Policies and Standards as amended from time to time. This document is available on the Department of Finance website at www.finance.wa.gov.au.

Any deviation from the Government Office Accommodation Policies and Standards must be approved, in writing, by the Principal.

7.1. Project Cost Plans

Where appropriate, the Principal may engage the services of a qualified Quantity Surveyor to prepare Project Cost Plans in accordance with the BMW Project Cost Planning Guidelines for Consultants. This document is available for viewing on the Department of Finance website www.finance.wa.gov.au.

The Consultant may be requested to prepare Project Cost Plans in line with the elements listed in the *Breakdown of Tender Sum* form available from the Principal's Representative.

Project Cost Plans are to include all costs associated with the project including but not limited to:

- i. The limit of cost for the works, including rise and fall projections;
- ii. District margins applicable;
- iii. Any headwork's costs payable and
- iv. Any separate supply items such as loose furniture and equipment.

The Principal's Representative will provide details of the Department's fees and disbursements. The Consultant shall forward the Project Cost Plan to the Principal's Representative to obtain Client Agency approval.

7.2. Schematic Design Report

The Consultant shall, at the completion of Schematic Design, provide a report signed by the Consultant's Representative that includes as a minimum a brief synopsis on the following headings:

- i. Introduction;
- ii. Project Description;
- iii. Project Control Group and consultant team;
- iv. Scope of Works Summary - including any discrepancies with brief and reasons;
- v. Design Proposal – preliminary office fitout designs including preliminary indications of proposed partitioning/screen systems, specialist services requirements, materials and finishes;
- vi. Commonwealth *Disability Discrimination Act 1992* (DDA) compliance. The Consultant shall provide written confirmation that it:
 - o has been made aware of the "Disability Service Plan" report and/or Audit report for the particular facility;
 - o has briefed the Principal's Representative on compliance with the "Disability Service Plan" report and/or Audit report and the BCA, DDA and DDA Advisory Notes, and;
 - o has received instructions from the Principal's Representative on agreed works for this project on the basis of the above briefing.

- vii. Outcomes of discussions with relevant authorities i.e. Local Authority, Fire and Emergency Services, Heritage Council, utilities authorities etc;
- viii. Completed Green Star scorecard for projects with costs over \$2.0 million or completed Consultant Sustainability Provisions Reporting Checklist.
- ix. Preliminary Estimate in accordance with the Department of Finance's Project Cost Planning, Guidelines For Consultants. Include elemental quantities;
- x. Preliminary project program; and
- xi. Illustrations of the Design - include conceptual office fitout plans, elevations and sections generally at 1:100 scale. Indicate appearance through perspective sketches.

Schematic design is considered complete upon presentation of the report and sign off by the Client Agency and approved by the Principal's Representative.

7.3. Design Development Report

The Consultant shall, at the completion of Design Development, provide a report signed by the Consultant's Representative that includes as a minimum, details under the following headings:

- i. Introduction;
- ii. Project Description;
- iii. Project Control Group and consultant team;
- iv. Scope of Works Summary - including any discrepancies with brief and reasons;
- v. Design Proposal – developed office fitout designs including final proposed partitioning/screen systems, engineering and specialist services requirements;
- vi. A statement of the impact on existing services, risks to those services and agreed risk mitigation;
- vii. Energy report describing anticipated energy use and energy minimisation strategies;
- viii. Outcomes of discussions with relevant authorities i.e. Local Authority, Fire and Emergency Services, Heritage Council, utilities authorities etc;
- ix. Limit of cost estimate in accordance with the Department of Finance's Project Cost Planning, Guidelines for Consultants. Include elemental quantities;
- x. Developed project program;
- xi. Schedule of Accommodation - indicating actual, briefed and sqm variance for each activity space areas;
- xii. Schedule of Materials and Finishes;
- xiii. Confirmation of compatibility between the design and the loose furniture schedule including details of any changes: and
- xiv. Illustrations of the Developed Design - include 1:100 scale plans and elevations and 1:50 scale sectional studies of all buildings, typical constructional details and sketches showing internal treatment of spaces. Show fixed and loose furniture and equipment on floor plans.

Design Development is considered complete upon presentation of the report and sign off by the Client Agency and approved by the Principal's Representative.

8. Contract Documentation

The Consultant shall:

- i. Prepare complete fitout and engineering contract documentation for the approved works. This includes the preparation of specifications and schedules.
- ii. Prepare a colour scheme for the documented works and advise colours and materials for non-construction items such as loose furniture and furnishings.
- iii. Coordinate with all relevant parties to obtain all certification required to apply for a building permit prior to the calling of tenders, including a Certificate of Design Compliance.
- iv. Continually review and update the Project Cost Plan to maintain the project within the agreed limit of cost estimate. Prepare a pre-tender estimate prior to the calling of tenders.
- v. Liaise with and obtain all necessary authority approvals for the contract documentation prior to the calling of tenders.

8.1. NATSPEC Building Professional Package

The Consultant shall use the NATSPEC Building Professional Package to prepare technical specifications for building works. The package also includes site, structural, architectural, interiors, landscaping work, mechanical, hydraulic and electrical services, design and installation work.

It is the Consultant's responsibility to ensure proper usage and input of information into the NATSPEC software. Refer to the Department's Technical Guideline TG001 "NATSPEC Specification" for detailed instructions. Failure of NATSPEC or the user will not excuse incorrect or negligent work nor derogate from the Consultant's duties at law and its obligations under the contract to provide work to the required professional standard.

More information on the NATSPEC Building Professional Package can be obtained from the NATSPEC website.

8.2. Preparing the Building Works Contractor Request Document

The Consultant is required to:

- i. ³Package up all documentation in a form suitable for the calling of the tenders. The works will be tendered under the AS 2124-1992 General Conditions of Contract.
- ii. Include a Bill of Quantities where the estimated value of the building works contractor contract (at Perth prices) is \$3,000,000 or greater. Allow four weeks for the cost manager (or quantity surveyor) to prepare the Bill of Quantities.
- iii. Use the Department of Finance current master preliminaries, associated forms and specification preliminaries guide notes for works contracting, which will be provided by the Principal's Representative upon request. In the preparation of the specification preliminaries and the tender documents in general the Consultant shall comply with all relevant government and Department of Finance tendering and contracting policies and practices. The Specification Preliminaries Guide Notes included in the package that will be provided

GUIDENOTES

³ Substitute the AS 4122-2010 General Conditions of Contract only with the approval of the Assistant Director, Building Contracting Services.

upon request by the Consultant, includes a section covering some relevant government and Department of Finance tendering and contracting policies and practices.

- iv. Apply Government and Department of Finance tendering and contracting policies and practices as they are intended to be applied. Should this not occur, the Department of Finance may, at its discretion, advise the Consultant that it will not consider proposals for future contracts from the Consultant for a period of twelve months or such lesser period determined by the Department.
- v. Ensure rise and fall does not apply to the building works contract.
- vi. Deliver to the Principal's Representative a final copy of the full specification for the Principal's Representatives review of compliance to government and the Department of Finance tendering and contracting policies and practices. The specification shall be a final version and shall be provided in sufficient time as to allow the Principal's Representative a minimum of 5 working days to review the specification and advise the Consultant of any areas that may need attention. The Consultant shall be responsible for ensuring that this review process and any subsequent editing of the specification required by the Consultant as a consequence of the Principal's Representative's review does not delay the delivery of the tender documents as described here under.
- vii. Deliver to the Principal's Representative, no later than 12.00 noon on the day ⁴days prior to the tender advertising date:
 - (a) The pre-tender estimate in accordance with the Project Cost Planning, Guideline for Consultants;
 - (b) Schedule of Charges. i.e. Headwork's etc;
 - (c) Schedule of items to be supplied by Principal; and
 - (d) Calculation of builder's prequalification.
- viii. Deliver to the Osborne Park Tenders Office, no later than 12.00 noon on the day ⁵days prior to the tender advertising date:
 - (a) the number of tender documents as directed by the Principal's Representative.
 - (b) the tender documents in an electronic format in accordance with clause ⁶.
 - (c) a written attestation by the Consultant confirming that:
 - (i) the tender documents comply with Building Management and Work's "*Open and Effective Competition Policy*" and "*Guide Notes to Assist in the Preparation of the Specification Preliminaries And The Specification Generally for Works Contracts Tendered by the Department of Finance in the Name of the Minister for Works*" with respect to specification by example of any materials, products or components of the Works;
 - (ii) except for any required shop drawings detailing design development, the tender documents do not include any requirements for the Contractor to provide any design performance requirements for any materials, products or components of the Works that the Principal's Representative has not expressly approved in writing;

GUIDENOTES

⁴ Insert number of days prior to tender advertising date as required. If unsure discuss with line manager.

⁵ Insert number of days prior to tender advertising date as required. If unsure discuss with line manager.

⁶ Enter appropriate clause number. This may change upon completion of editing for this specific contract

- (iii) the Consultant and any secondary or subconsultant(s) has not received any financial incentive to specify any materials, products or components of the Works.
 - (iv) the tender documents do not include any nominated subcontractors that the Principal's Representative has not expressly approved in writing; and
 - (v) the Consultant has checked all documents prepared by any secondary or subconsultant(s) engaged in the preparation of the tender documents and confirms that those documents also comply with all subclauses above, are coordinated and consistent with the architectural drawings and that there are no conflicts or clashes detected.
- ix. Deliver to the Principal's nominated client Government agency, no later than 12.00 noon on the Tuesday prior to the tender advertising date, two complete sets of tender documents.

8.2.1. Consultant Attestation

The Consultant shall provide a written attestation in accordance with Clause D.2.7 of the Request⁷.

8.2.2. Tendering the construction contract⁸

The tendering of the project and the assessment of tenders are deemed to be part of the Contract Documentation phase of the project.

The Principal's Representative will tender the works. Tenders will close at Tendering Services Optima Centre 16 Parkland Road Osborne Park 6017.

Tender enquiries shall be recorded on the BMW approved form and forwarded by the Consultant to Tendering Services Optima Centre before 2:30 pm on the day that tenders close.

The Consultant is required to:

- i. Assess all tenders and check for technical compliance and resolve all technical issues arising from the tender assessment.
- ii. Reconcile the tender result with the pre-tender estimate.
- iii. Recommend a successful tenderer.

Where any negotiation or discussion is required with tenderer(s), this must be done in conjunction with the Principal's Representative. The Consultant must provide any information or documents required by the Principal to assist those negotiations.

GUIDENOTES

⁷ This clause refers to the Interior Fitout and Workplace Design Services Panel 2020 Request. If an alternate contract is being used, replace clause number with the relevant clause number from that contract.

⁸ PM should strike out this Clause if it does not apply. Delete this footnote before issuing document.

8.3. Safety in Design Reporting

The Consultant shall prepare a written Occupational Safety and Health Report (“the Report”) setting out:

- i. The hazards that the Consultant has identified as part of the design process that arise from the design of the end product of the construction work and to which a person at the construction site is likely to be exposed;
- ii. The Consultant’s assessment of the risk of injury or harm to a person at the construction site that may result from those identified hazards;
- iii. The means by which the attendant risk may be eliminated, reduced or better controlled; and
- iv. Which of those hazards the Consultant has not done anything in respect to reducing the risk of injury or harm.

The level of detail in the Report must be appropriate for the type and complexity of the project, having regard to the nature of the hazards and the degree of risk.

The Consultant shall provide a copy of the Report to the Principal’s Representative and building works contractor prior to the building works contractor commencing work on the site.

Where it becomes apparent during the course of construction that changes to the design could either:

- i. Eliminate a risk to safety and health at sites; or
- ii. Better control a risk to safety and health at sites,

the Consultant shall work with the Principal’s Representative and the building works contractor to implement changes to the design that would eliminate or otherwise better control the identified risk.

Should any change in the design become required for a reason outlined in the preceding paragraph, the Consultant shall incorporate the change to the design into the report and provide an amended copy to the Principal’s Representative and the building works contractor.

8.4. Contract Documentation / Tender Estimate Report

The Consultant shall, at the completion of contract documentation, provide a report signed by the Consultant’s Representative that includes as a minimum:

- i. Tender estimate in accordance with the Department of Finance’s Project Cost Planning Guidelines for Consultants.
- ii. Include elemental quantities;
- iii. Locking Schedule;
- iv. Colour schedule - include colour board;
- v. Certification that contract documentation complies with the project brief. Advise any discrepancies and reasons;

- vi. Confirmation of compatibility between the design and the loose furniture schedule including details of any changes;
- vii. Confirmation of drawings submitted to Department of Fire and Emergency Services for approval or that they comply with current BCA requirements;
- viii. Confirmation of drawings submitted to the Department of Finance for a building permit;
- ix. Confirmation of other required approvals i.e. Heritage Council, Development Approval etc;
- x. Consultant Representative's, checking, signing and certification;
- xi. Signed copy of Consultant Attestation. Refer clause 8.2.1;
- xii. Schedule of items to be supplied by Principal;
- xiii. Evidence of date of tender originals provided to the Principal; and
- xiv. Evidence of the date the Building Permit Application provided to the Building Permit Authority.

Contract documentation / tender estimate is considered complete upon approval by both the Client Agency and the Principal's Representative.

9. Contract Administration

⑨ The Consultant shall nominate within its proposal a senior and experienced staff member to administer the works contract as the Superintendent's Representative. In the capacity of Superintendent's Representative, amongst other things, the Consultant may be required to:

- i. Issue instructions, directions and orders to appointed building works contractors.
- ii. Attend to and resolve requests for information in connection with the building works within 7 calendar days (or within such lesser time as required to ensure that the appointed building works contractor is not unduly delayed).
- iii. Attend Site meetings and visits on at least a fortnightly basis or as reasonably required.
- iv. Provide advice to the Principal's Representative in respect of the building works.
- v. Review submissions for shop detailing, switchboard drawings and the like including distribution to appropriate building services consultant or engineer in a timely fashion and in a manner that does not impede the building works contractor's progress.
- vi. Prepare such additional drawings as are needed to clarify the works that are the subject of the Contract.
- vii. Update as-constructed drawings as the building works progress.
- viii. Monitor progress of work on site and assess compliance with the building works contract (including special conditions of contract), drawings, specifications, applicable building standards, permits or approvals.
- ix. Assess cost variations and extension of time claims in accordance with the building works contract.

GUIDENOTES

⑨ PM should strike out this clause if this service is not required of the consultant because either Clause 12 or Clause 13 applies. Delete this footnote before issuing the document.

- x. Issue variation orders authorised by the Principal's Representative in accordance with the terms of the contracts between the Consultant and the Principal and between the Principal and the appointed building works contractor.
- xi. Receive, assess and process payment claims, including the issuance of payment certificates.
- xii. Promptly inspect standards of work and direct rectification for defective work as required.
- xiii. Assist in the management of disputes or differences arising under the building works contract and provide advice and technical support as required.
- xiv. Assist in the procurement of loose furniture and equipment fit-out as required under the commission.
- xv. Issue one or more certificates of Practical Completion and the Final Certificate in respect of the building works contract.
- xvi. Liaise with the Principal's Representative on any issues related to the project including any relevant site history information which may affect this project.
- xvii. Where works are being undertaken at an occupied site, during construction phase, ensure that the building works contractor informs the Superintendent's Representative, the Principal's Representative and site users (including Facility Manager) of any disruptions to existing service.

Where BMW has appointed an employee of the Principal to perform the role of the Superintendent's Representative, or engaged a Superintendent's Representative from an alternate firm, the roles and responsibilities of the Consultant shall be clarified on a project by project basis and the contract administration element of the fee will be adjusted by 25%.

Refer also to Clause 21 Work at Existing Premise.

9.1. Limit on Authority of Appointed Superintendent's Representative¹⁰

9.1.1. Increases or Decreases to Scope

The Consultant or its employee shall obtain written approval from the Principal's Representative prior to issuing any direction, instruction or variation which has the effect or potential for increasing or reducing the scope of work under the building works contract by more than \$5,000 (exclusive of any applicable GST) or extending the Date for Practical Completion, unless doing so is:

- i. Reasonably necessary for the emergency protection of people or property; or
- ii. Pursuant to a due and proper claim for costs or time by the building contractor under the terms of the building works contract for works that;
 - a. the Principal's Representative has already previously approved in writing; or
 - b. the building works contractor is duly and properly entitled to under the terms of the building works contract and for which the Principal has already received previous written notice as being assessed by the Consultant as a proper claim from the building works contractor under the terms of the building works contract.

GUIDENOTES

¹⁰ PM should strike out this clause and sub-clauses if the consultant is not undertaking the role of Superintendent's Representative. Delete this footnote before issuing the document.

9.1.2. Discretion to Reduce Security

Where:

- i. The Principal receives and holds security (whether in the form of bank guarantees, retention money or otherwise) provided by the building works contractor pursuant to the building works contract; and
- ii. The building works contract provides terms under which the Superintendent may exercise a discretion to reduce that security;

then that discretion can only be exercised by the Superintendent and not the Superintendent's Representative.

Save for the above, nothing in this clause is intended to limit the building works contractor's rights to the return of security that otherwise exists under the building works contract.

9.2. Contract Administration Reports

Where the Consultant is appointed to perform the functions of Superintendent's Representative, and before the issue of the Certificate of Practical Completion for the whole of the works or any separable portion thereof, the Consultant shall provide, every month, a report signed by the Superintendent's Representative that includes as a minimum:

- i. Monthly/quarterly ¹¹ Progress Report;
- ii. Summary of Superintendent's Directions;
- iii. Summary and Status of Disputes;
- iv. Building Cost - include Tender Sum, summary of variations issued, pending and anticipated including value, value of contingency sum uncommitted and payments to date;
- v. Project Time including original approved practical completion date, revised approved practical completion date, estimated practical completion date, summary of extension of time approved and claimed;
- vi. Networked Building Program - marked up to show progress;
- vii. Construction Cashflow Chart;
- viii. Critical Issues - include corrective action;
- ix. Compliance issues (Workplace Safety and Health, disposal destination documentation for materials recycled either by use on-site or by delivery to a recycling facility); and
- x. Upon request from the Principal's Representative, provide input to Contractor's Performance Report;
- xi. Summary of results of any subcontractor spot checks carried out by the Consultant.

GUIDENOTES

¹¹ Strike through whichever does not apply. Strike through if service is not to be provided or if no reports or documents are required at the completion of the service phase. Delete this footnote before issuing the document.

9.3. Site Safety Coordination Meeting(s)

Where the contracted work involves activities on an occupied site, the Consultant/Superintendent's Representative must arrange and chair a safety coordination meeting(s) to be attended by:

- i. The Principal's Representative.
- ii. Representatives of the appointed building works contractor.
- iii. Representatives of the client agency.
- iv. Representatives of any other occupier of the Site who may be affected by the building works the subject of the building works contract.

Prior to the safety coordination meeting, the Consultant/Superintendent's Representative is to liaise with the Principal's Representative, the client agency and other occupiers of the Site regarding the evacuation plan for the Site. The Consultant/Superintendent's Representative will arrange for a copy of this plan to be available for the building works contractor at the safety coordination meeting.

The Consultant/Superintendent's Representative must ensure that the appointed building works contractor minutes the meeting and distributes the minutes to all attendees.

The Consultant/Superintendent's Representative will periodically inspect the works and attend site meetings and ensure that the appropriate subconsultants also attend. The Consultant/Superintendent's Representative is to monitor the building works contractor's compliance with its (where applicable) Workplace Safety and Health obligations under the contract and ensure copies of the building works contractor's Safety Management Plan, Safe Work Procedures and its monthly audits are available on site

The above item is to be a standing agenda item at each site meeting and any non-compliance is to be reported to the Principal's Representative as soon as practicable.

9.4. Site Meetings

Site meetings are to be held on at least a fortnightly basis. Site meetings may be held more frequently should the need arise or as directed by the Principal's Representative.

The Consultant/Superintendent's Representative will attend all site meetings and ensure that all relevant subconsultants also attend.

The Consultant/Superintendent's Representative is required to monitor the building works contractor's compliance with:

- i. Building Act 2011 requirements including permit conditions, tests or inspections required etc.
- ii. It's declaration that there are no imported goods or services being used in the works, other than those which have been notified to the Principal's Representative.
- iii. Commitment to the economic development of Aboriginal enterprises and people.

- iv. Recycling of materials requirements by auditing the disposal destination documentation for green waste, earth, fill, brick, mortar, concrete, and metal that are recycled either by use on-site or by delivery to a recycling facility.
- v. Obligations under the building works contract with the Principal, and where required carry out inquiry and provide reports in that regard as required by the Principal from time to time, including but not limited to spot checks with subcontractors confirming the building works contractor has discharged its liabilities to those subcontractors.
- vi. The Risk Management Plan and any issues associated with those risks.

The Consultant/Superintendent's Representative shall report any non-compliance to the Principal's Representative within seven (7) calendar days of the non-compliance arising. The above items are to be a standing agenda item at each site meeting.

9.5. Site Visits

The Consultant/Superintendent's Representative is required to conduct site visits on a minimum weekly basis or as directed by the Principal's Representative, for the purposes of ensuring that the work is:

- i. Being performed according to the building works contract (including special conditions of contract), drawings, specifications, applicable building standards and any permits or approvals issued by the relevant permit authority pursuant to the Building Act 2011 (WA).
- ii. Progressing in accordance with the approved construction program, as issued from time to time to the Superintendent's Representative.
- iii. Being adequately supervised by the building works contractor to achieve the required level of work quality.

The Consultant/Superintendent's Representative shall provide a report to the Principal's Representative as outlined in clause 4.1.

10. Practical Completion

The Consultant is required to undertake the following including, without limitation:

- i. Undertaking a joint practical completion inspection for each discipline with the building occupant, Customer representative/s as necessary.
- ii. Preparing a defects list for each discipline, which clearly identifies those items that need to be rectified.
- iii. Managing and maintaining the defects liability list; and
- iv. Ensuring that critical defects are rectified prior to granting the building works contractor Practical Completion.
- v. Preparing, checking and issuing as constructed drawings.

10.1. Consultant to ensure testing of services and reporting by building works contractor before issuing certificate of practical completion

Prior to issuing a Certificate of Practical Completion the Consultant/Superintendent's Representative must ensure that the appointed Building Works Contractor records the testing of all services and submits a report to the Consultant/Superintendent's Representative for approval prior to the Consultant/Superintendent's Representative requesting to witness onsite commissioning tests.

This report is in addition to the handover manual, outlining design parameters and appropriate operation and testing methods and shall identify where performance can be enhanced by improved management and occupant behaviour indicating the measures required to achieve the designed benchmarks.

10.2. Building Tuning Between Practical Completion and Final Completion

The Consultant shall ensure:

- i. All building systems are tuned to achieve design outcomes between practical completion and final completion;
- ii. A relevant member of the design team is involved in the tuning process;
- iii. Quarterly tuning/monitoring is undertaken and the outcomes are reported to the occupier and relevant consultants;
- iv. Full re-commissioning is undertaken 12 months after practical completion; and
- v. A Building Tuning Report on the outcomes of the tuning process is provided to the Principal's Representative, occupier and the design team.

10.3. On-Site Post Occupancy Training Session

Upon issue of a Certificate of Practical Completion, the Consultant shall arrange within an agreed timeframe with the Principal and the occupier, an onsite post-occupancy training session, to be attended by the Consultant, relevant subconsultants, the building works contractor and relevant subcontractors for the purposes of training facility management to operate the tenancy in accordance with the design intentions.

10.4. Practical Completion Reports

Where the Consultant is appointed to perform the functions of Superintendent's Representative, the Consultant shall, at each practical completion of the building works contract, provide a report signed by the Superintendent's Representative that includes as a minimum:

- i. Practical Completion Defects List;
- ii. Practical Completion Certificate;
- iii. Financial Statement;
- iv. Summary and Status of Outstanding Disputes;
- v. Warranties Summary;

- vi. Maintenance and Operation Manual (if required in the building works contract) and Project Handover Manual (which shall include a list of minimum performance benchmarks to ensure efficient operation). These shall have been checked and any corrections made prior to providing to the Principal;
- vii. As Constructed Drawings - electronic (to the Department of Finance CADD Manual Requirements) clearly marked "AS CONSTRUCTED DRAWINGS". these shall have been checked and any corrections made prior to providing to the Principal. This is a condition for Practical Completion certification;
- viii. Authorisation to reduce the builder's retention;
- ix. Input to Contractor's Performance Report; and
- x. Asset Management Drawing as previously stated.

11. Final Completion

The Consultant will be requested to undertake Services in relation to Final Completion, including, without limitation:

- i. One month prior to the expiry of the Defects Liability Period, inviting all nominated parties to a Final Completion meeting.
- ii. Chairing the Final Completion meeting, preparing and distributing minutes.
- iii. Updating the Defects Liability list and forwarding it to the building works contractor for action.
- iv. Ensuring all defects have been rectified prior to the issuing of the Final Completion Certificate.

The contract administration services are to continue until the project reaches 15 days after the issuing of a Final Certificate and no Notice of Dispute has been served in respect of that Final Certificate.

11.1. On-Site Assistance During Defects Liability Period

The Consultant shall provide onsite assistance and support to subconsultants and/or Facility Manager regarding the satisfactory operation of the various engineering and building systems.

The Consultant shall coordinate site visits at agreed intervals by the electrical, mechanical and hydraulics subconsultants during the defects liability period as listed under:

- Mechanical subconsultant 3 visits plus Final Completion inspections;
- Electrical subconsultant 2 visit plus Final Completion inspections; and
- Hydraulic subconsultant 2 visit plus Final Completion inspections.

11.2. Final Completion Reports

Where the Consultant is appointed to perform the functions of Superintendent's Representative, the Consultant shall, at each final completion, provide a report signed by the Superintendent's Representative that includes as a minimum:

- i. Final Completion Certificate;
- ii. Final Tuning Report;
- iii. BMW Energy Use Report;
- iv. Authorisation to release the building works contractor's retention; and
- v. Financial Statement.

12. Contract administration – excluding Superintendent's Representative role¹²

The Consultant is required to nominate within its proposal a senior and experienced staff member to assist the Superintendent's Representative to ensure construction is in accordance with the documentation. The Consultant's role where not undertaking the Superintendent's Representative role includes but is not limited to:

- i. Inspecting the works (minimum weekly) and attending all Site Meetings (fortnightly) in conjunction with the Superintendent's Representative and ensuring the appropriate subconsultants also attend.
- ii. Carrying out regular and adequate quality control inspections of the building works in conjunction with the Superintendent's Representative and reporting on the adherence of the building works with the Contract Documents.
- iii. Co-ordination of secondary and subconsultants site visits, who are to provide comprehensive inspection reports within a day of the inspection taking place.
- iv. Attendance and timely response to all Requests for Information and attending to all submissions for shop detailing, switchboard drawings and the like including co-ordination of and distribution to appropriate building services consultant or engineer in a timely manner.
- v. Providing advice to the Superintendent's Representative and Project Manager as required and considering any deficiency in the original design scope and intent and providing advice to the Superintendent's Representative.
- vi. Providing assistance to the Superintendent's Representative in determining variation entitlements as required.

GUIDENOTES

¹² PM should strike out this Clause if it does not apply. If this clause is applicable, then so is Clause 5.9. Delete this footnote before issuing the document.

- vii. Assisting in the interpretation of the Contract Documents when requested by the Superintendent's Representative and the Contractor, checking drawings and other information submitted by the Contractor and verify compliance with the Contract.
- viii. The preparation of any additional drawings needed to clarify the works and providing advice and technical support in any disputes that may arise out of the works contract.
- ix. Checking certification of materials and providing advice regarding alternate materials suitability should substitution be necessary or requested.
- x. Providing advice the Superintendent's Representative and engaging a Building Certifier if variations are substantial and require new Building Permit to be issued during the construction period.
- xi. Assisting the Principal with occupation of the Works and resolving any problems when requested by the Superintendent's Representative.
- xii. Carrying out inspections and re-inspections of the building works in conjunction with the Superintendent's Representative for the purpose of issuing the Certificate of Practical Completion and the Final Certificate.
- xiii. The witnessing and verification of the testing and commissioning of building services by the building works contractor and Authorities in compliance with the requirements of the Contract. This process is to be undertaken in conjunction with the Superintendent's Representative and the appropriate subconsultants.
- xiv. Procuring any loose furniture and equipment fit-out as required under their commission.
- xv. Responsibility for the provision of all drawings in As-Constructed CADD and drawings format and operational/maintenance manuals. The Superintendent's Representative is responsible for the submission of the signed Occupancy Permit application to the Principal's Representative.

The Consultant is to assist the Superintendent's Representative to monitor the building works contractor's compliance with its:

- i. Declaration that there are no imported goods or services being used in the works.
- ii. Commitment to the economic development of Aboriginal enterprises and people.
- iii. Recycling of materials requirements by auditing the disposal destination documentation for green waste, earth, fill, brick, mortar, concrete, and metal that are recycled either by use on-site or by delivery to a recycling facility.
- iv. Obligations under the building works contractor's contract with the Principal, and where required carry out inquiry and provide reports in that regard as required by the Principal from time to time, including but not limited to spot checks with subcontractors confirming the building works contractor has discharged its liabilities to those subcontractors.

The Consultant must ensure that the Consultant, subconsultants and any party acting for or on their behalf comply with the requirements of all Laws (as defined in the AS 4122-2010 General Conditions of Contract including the W.A. Government Amendments) including but not limited to the:

- i. Building Act 2011 (WA).
- ii. Building Services (Registration) Act 2011 (WA).
- iii. Building Services Levy Act 2011 (WA).
- iv. Building Services (Complaint Resolution and Administration) Act 2011 (WA).
- v. Building and Construction Industry Training Levy Act 1990 (WA).
- vi. All subsidiary regulations.

The contract administration services undertaken by the Consultant must continue for a minimum of 15 days after the issuance of the Final Certificate.

12.1. Site Visits

The Consultant is required to conduct site visits with the Superintendent's Representative on a weekly basis or as required or as should the need arise and as directed by the Principal's Representative, to ensure that the work is:

- i. Being performed according to the building works contract (including special conditions of contract), drawings, specifications, applicable building standards and any permits or approvals issued by the relevant permit authority pursuant to the Building Act 2011 (WA).
- ii. Progressing in accordance with the approved construction program, as issued from time to time to the Superintendent's Representative.
- iii. Being adequately supervised by the building works contractor to achieve the required level of work quality.

12.2. Testing of Services and Reporting by Building Works Contractor

Prior to the issue of Certificate of Practical Completion, the Consultant is to ensure that the building works contractor records the testing of all building services by the relevant sub-contractor and submits a report to the Superintendent's Representative for approval prior to requesting the witnessing of the onsite commissioning tests.

This report is in addition to the handover manual, outlining design parameters and appropriate operation and testing methods. Where the performance can be upgraded by improved management and occupant behaviour it is to be reported in writing indicating the measures required to achieve the designed benchmarks.

12.2.1. Building tuning during DLP

The Consultant shall ensure:

- i. All building systems are tuned to achieve design outcomes between practical completion and final completion.
- ii. A relevant member of the design team is involved in the tuning process.
- iii. Quarterly tuning/monitoring is undertaken and the outcomes are reported to the building owner and relevant consultants.
- iv. Full re-commissioning is undertaken 12 months after practical completion. A Building Tuning Report on the outcomes of the tuning process is provided to the Superintendent's Representative, the Client Agency Representative and made available to the design team.

12.3. Energy Use Reporting Prior to Final Certificate

At the end of the Defects Liability Period and before a Final Certificate is issued, the Consultant is to provide a copy of the Energy Use Report to the Superintendent's Representative, completed by the Electrical Consultant, registering the actual energy use on a monthly basis compared to modelled or anticipated use, with any discrepancies to be detailed and remedial measures recommended if necessary.

The electrical and/or mechanical consultant is to monitor the tenancy's energy consumption between the date of occupation or issue of the occupancy permit and the end of the defects liability period. Outcomes of the energy monitoring are to be reported to the BMW Project Manager, BRaTS and relevant consultants.

Where there are major differences between the actual energy use and modelled or anticipated energy use, these differences are to be reported to Principal's Representative, occupier and the BRaTS on a monthly basis. There is a standard BMW Energy Use Report to be completed by the Electrical Consultant. Refer 17.3.

12.4. Assistance on site during DLP

The Consultant is to provide onsite assistance and support to the Superintendent's Representative, subconsultants, and the Facility Manager/ Building Occupant regarding the satisfactory operation of the various engineering and building systems.

The Consultant must coordinate site visits at agreed intervals by the electrical, mechanical and hydraulics subconsultants during the defects liability period at a minimum as nominated below under:

Mechanical subconsultant	3 visits plus Final Completion inspections
Electrical subconsultant	2 visit plus Final Completion inspections
Hydraulic subconsultant	2 visit plus Final Completion inspections

13. Contract administration – Independent Superintendent’s Representative role¹³

Where the Consultant is not appointed as the Superintendent’s Representative an independent consultant or an internal Department officer will be appointed to undertake the role of the Superintendent’s Representative.

The Independent Superintendent’s Representative must be a senior and experienced staff member to administer the contract. Amongst other things, the Independent Superintendent’s Representative may be required to:

- i. Review and approve the construction program in native file format as provided by the building works contractor from time to time.
- ii. Issue instructions, directions and orders to appointed Contractors with assistance from the Consultant as required.
- iii. Attend to and resolve requests for information in connection with the building works within 7 calendar days (or within such lesser time as required to ensure that the appointed building works contractor is not unduly delayed).
- iv. Request Consultant prepare additional drawings, if any, needed to clarify the works that are the subject of the building works contract and update as-constructed drawings as the building works progress.
- v. Attend Site meetings and visits on at least a fortnightly basis.
- vi. Provide advice to the Principal’s Representative in respect of the building works with assistance from the Consultant as required.
- vii. Review submissions for shop detailing, switchboard drawings and the like including distribution to appropriate building services consultant or engineer in a timely fashion and in a manner that does not impede the building works contractor’s progress.
- viii. Issue variation orders authorised by the Principal’s Representative and in accordance in accordance with the terms of the contracts with assistance from the Consultant as required.
- ix. Assess extension of time claims in accordance with the building works contract with assistance from the Consultant as required.
- x. Receive, assess and process payment claims, including the issuance of payment certificates with assistance from the Consultant as required.
- xi. Promptly inspect standards of work and direct rectification for defective work as required with assistance from the Consultant as required.

GUIDENOTES

¹³ This Clause applies where the appointment is for Superintendent’s Representative Role only and also where Clause 5.8 applies. PM should strike out this Clause if it does not apply. Delete this footnote before issuing the document.

- xii. Assist in the management of disputes or differences arising under the Contract and provide advice and technical support with assistance from the Consultant as required.
- xiii. Assist the Consultant in the procurement of loose furniture and equipment fit-out as required under the commission.
- xiv. Issue one or more certificates of Practical Completion and the Final Certificate in respect of the building works contract with assistance from the Consultant as required.
- xv. Liaise with the Principal's Representative on any issues related to the project including any relevant site history information which may affect this project.
- xvi. Where works are being undertaken at an occupied site, during construction phase, ensure that the Contractor informs the Superintendent's Representative, the Principal's Representative and site users (including Facility Manager) of any disruptions to existing service.

In addition to the foregoing tasks, where the project lasts more than four (4) weeks, the Independent Superintendent's Representative will be required to provide a monthly report to the Principal's Representative on critical issues such as time, cost and build quality.

The Independent Superintendent's Representative is required to submit one or more signed Occupancy Permit applications to the Principal's Representative, in addition to all As Constructed CADD drawings and manuals.

Contract administration services are to continue until 42 days after a Final Certificate is issued.

13.1. Approvals from the Principal's Representative

Where appointed as the Superintendent's Representative for a contract, the Independent Superintendent's Representative or its employee, must obtain written approval from the Principal's Representative prior to issuing any direction, instruction or variation which has the effect or potential for increasing the Value of Work under the contract or extending the date for Practical Completion (PC), resulting from an instruction from the Client Agency or any of its officers.

13.2. Site Safety Coordination Meeting

Where the contracted work involves activities on an occupied site, the Independent Superintendent's Representative must arrange and chair a safety coordination meeting to be attended by:

- i. The Principal's Representative.
- ii. Representatives of the appointed building works contractor.
- iii. Representatives of the client agency.
- iv. Representatives of any other occupier of the Site who may be affected by the building works the subject of the building works contract.

Prior to the safety coordination meeting, the Independent Superintendent's Representative is to liaise with the Principal's Representative, the client agency and other occupiers of the Site regarding the evacuation plan for the Site. The Independent Superintendent's Representative will arrange for a copy of this plan to be available for the building works contractor at the safety coordination meeting.

The Independent Superintendent's Representative must ensure that the appointed building works contractor minutes the meeting and distributes the minutes to all attendees.

The Independent Superintendent's Representative will periodically inspect the works and attend site meetings and ensure that the appropriate subconsultants also attend. The Consultant is to monitor the Contractors compliance with its Workplace Safety and Health obligations under the contract and ensure copies of the building works contractor's Safety Management Plan, Safe Work Procedures and its monthly audits are available on site

The above item is to be a standing agenda item at each site meeting and any non-compliance is to be reported to the Principal's Representative as soon as practicable.

13.3. Site Meetings

Site meetings are to be held on at least a fortnightly basis. Site meetings may be held more frequently should the need arise or as directed by the Principal's Representative.

The Independent Superintendent's Representative will attend all site meetings and ensure that all relevant subconsultants also attend. The Independent Superintendent's Representative is required to monitor the building works contractor's compliance with:

- i. Building Act 2011 (WA) requirements including permit conditions, tests or inspections required etc.
- ii. It's declaration that there are no imported goods or services being used in the works, other than those which have been notified to the Principal's Representative.
- iii. Commitment to the economic development of Aboriginal enterprises and people.
- iv. Recycling of materials requirements by auditing the disposal destination documentation for green waste, earth, fill, brick, mortar, concrete, and metal that are recycled either by use on-site or by delivery to a recycling facility.
- v. Obligations under the building works contractor's contract with the Principal, and where required carry out inquiry and provide reports in that regard as required by the Principal from time to time, including but not limited to spot checks with subcontractors confirming the building works contractor has discharged its liabilities to those subcontractors.
- vi. The Risk Management Plan and any issues associated with those risks.

The above items are to be a standing agenda item at each site meeting and any non-compliance is to be reported to the Principal's Representative within seven (7) calendar days of the non-compliance arising.

13.4. Site Visits

The Independent Superintendent's Representative and Consultant are required to conduct site visits on a weekly basis or as required or as should the need arise and as directed by the Principal's Representative direct, for the purposes of ensuring that the work is:

- i. Being performed according to the building works contract (including special conditions of contract), drawings, specifications, applicable building standards and any permits or approvals issued by the relevant permit authority pursuant to the Building Act 2011 (WA).
- ii. Progressing in accordance with the approved construction program, as issued from time to time to the Superintendent's Representative.
- iii. Being adequately supervised by the building works contractor to achieve the required level of work quality.

13.5. Requirement for Testing of Services and Reporting

Prior to issuing a Certificate of Practical Completion the Independent Superintendent's Representative must ensure that the appointed building works contractor records the testing of all services and submits a report to the Independent Superintendent's Representative and the Consultant for approval prior to the requesting to witness onsite commissioning tests.

This report is in addition to the handover manual, outlining design parameters and appropriate operation and testing methods and shall identify where performance can be enhanced by improved management and occupant behaviour indicating the measures required to achieve the designed benchmarks.

Liaise with Consultant regarding site visits at agreed intervals by the electrical, mechanical and hydraulics sub-consultants including tuning of the building systems during DLP, full recommissioning prior to issue of final certificate and provision of the building tuning report to the Principal's Representative.

13.6. On-site Post Occupancy Training Session

Within 14 days of issuing a Certificate of Practical Completion, the Independent Superintendent's Representative in conjunction with the Consultant must arrange an onsite post-occupancy training session, to be attended by the Consultant, relevant subconsultants, the building works contractor and relevant subcontractors for the purposes of training facility management to operate the tenancy in accordance with the design intentions.

13.7. Energy Use Reporting Prior to Final Certificate

At the end of the Defects Liability Period and before a Final Certificate is issued, the Consultant is to provide a copy of the Energy Use Report to the Independent Superintendent's Representative, completed by the Electrical Consultant, registering the actual energy use on a monthly basis compared to modelled or anticipated use, with any discrepancies to be detailed and remedial measures recommended if necessary.

The electrical and/or mechanical consultant is to monitor the tenancy's energy consumption between the date of occupation or issue of the occupancy permit and the end of the defects liability period.

Outcomes of the energy monitoring are to be reported to the BMW Project Manager, BRaTS and relevant consultants.

Where there are major differences between the actual energy use and modelled or anticipated energy use, these differences are to be reported to Principal's Representative, occupier and the BRaTS on a monthly basis. There is a standard BMW Energy Use Report to be completed by the Electrical Consultant. Refer Clause 17.3.

13.8. Defects Liability Period

The Consultant is to provide onsite assistance and support to subconsultants and/or Facility Manager regarding the satisfactory operation of the various engineering and building systems.

The Consultant must coordinate site visits at agreed intervals by the electrical, mechanical and hydraulics subconsultants during the defects liability period as listed under:

Mechanical subconsultant	3 visits plus Final Completion inspections
Electrical subconsultant	2 visits plus Final Completion inspections
Hydraulic subconsultant	2 visits plus Final Completion inspections.

14. Loose Furniture and Delivery Services

14.1. Common Use Arrangements (CUA's)

The Government has in place purchasing arrangements with a range of pre-qualified suppliers for the supply and delivery of furniture.

These comprise Common Use Arrangements (CUA's) through the Department of Finance, Government Procurement. These contracts are required to be used unless suitable products or services are not available. The Principal's Representative must approve the procurement of furniture outside these arrangements.

The following CUA's have been established and are applicable to this Panel:

- Office and Classroom Furniture CUA FRN2017
- Removalist Services CUA REM 2017
- Freight Transport Services CUATRP2016

Buyers' Guides are available for the above-mentioned CUA's. These guides include details of suppliers, prices, discounts offered, delivery and ordering.

Refer to the Whole of Government Contracts WA website for further information on the supply of furniture and removal services.

14.2. Non-Contract Items

For the procurement of loose furniture that is not available from CUAs, the Consultant shall arrange the calling of quotations/tenders in accordance with State Supply Commission policies and guidelines.

14.3. The Department of Finance Function

The Department of Finance will:

- i. Provide information regarding policy, Government contracts, and standards;
- ii. Provide standard furniture briefs or furniture schedules for specific building or requirements of the Principal's nominated client Government Agency where these are available;
- iii. Approve the procurement method proposed by the consultant, in accordance with Department of Finance Guidelines;
- iv. Tender procurement packages where required; and
- v. Pay all accounts for orders placed by the Consultant and the CUA Warehousing contractor on the Principal's behalf.

14.4. Loose Furniture and Equipment

The Consultant must manage the provision and relocation of loose furniture and equipment by:

- (a) Identifying the Principal's nominated client Government agency's needs through:
 - (i) Becoming familiar with the client agency's policies, standards, and accommodation schedules with respect to furniture and equipment;
 - (ii) Liaising with the client agency to determine its detailed furniture and equipment requirements with respect to the project;
 - (iii) Carrying out surveys of existing furniture and equipment to determine their suitability for reuse; and
 - (iv) Providing advice to the Principal's Representative and the client agency regarding product range and availability, technical characteristics of furniture and equipment, and provide options and recommendations.
- (b) Maintaining adequate documentation, as well as scheduling and estimating through:
 - (i) Preparing designs, documentation, specifications and schedules (including finishes and colour schedules) for the complete furniture and equipment needs (new and reused) of the project;
 - (ii) Preparing preliminary and detailed estimates of the furniture and equipment service including, where appropriate, products, warehousing, delivery, installation, and relocation;
 - (iii) Determining the delivery program and delivery location details for the furniture and equipment service and co-ordinate activities with suppliers to meet the required time frame and arranging alternative storage and delivery when that delivery is required to be delayed;
 - (iv) Identifying and recommending appropriate procurement method/s to achieve furniture and equipment needs for approval by the Principal's Representative;
 - (v) Preparing contract documentation, where appropriate, for the purchase, delivery, installation and relocation of furniture and equipment in accordance with the approved procurement method/s; and
 - (vi) Providing advice to suppliers regarding product range and availability, technical characteristics of furniture and equipment.

(c) Arranging purchases:

For furniture and equipment not available from the Common Use Arrangement, the Consultant must call quotes in accordance with State Supply Commission policies.

The Consultant must provide details of required furniture and equipment to suppliers, who will source furniture and equipment required for the project. The Consultant must liaise with suppliers and provide all the required information, including delivery programs and delivery location details in sufficient time for suppliers to arrange the purchase, take into store and arrange delivery of all scheduled furniture and equipment.

The Consultant must liaise with suppliers to:

- (i) Confirm the supply, delivery, and cost details of items available from Government suppliers; and
- (ii) Provide details of all quotations called and accepted for furniture and equipment that is not available from a government Common Use Arrangement to suppliers, in accordance with State Supply Commission policies.
- (iii) Supervise the supply and installation of furniture and equipment:

The Consultant must be on site when the sourced furniture and equipment is delivered and must:

- (i) Provide direction to the delivery personnel for the correct placement of the sourced furniture and equipment around the premise; and
- (ii) Certify that the sourced furniture and equipment is provided and its installation is correct and complete.

14.5. Warehousing and Delivery Services¹⁴

CUA REM 2017 Removalist Services is relevant to this clause.

The Consultant must manage the provision of warehousing and delivery services, if required, by:

a) Identifying the Principal's nominated Customer needs through:

- i. Liaising with both the Principal's Representative and the Customer to determine its requirements with respect to the project, and;
- ii. Providing advice to both the Principal's Representative and the Customer regarding warehousing and delivery services, logistical matters, and providing options and recommendations.

b) Scheduling and estimating through:

- i. Determining the time program for warehousing and delivery services, and co-ordinating activities to meet the required time frame, and
- ii. Preparing preliminary and detailed estimates for warehousing and delivery services.

¹⁴ PM should strike out this Clause if warehousing and delivery services not required. Delete this footnote before issuing document.

c) Managing the warehousing and delivery services:

- i. Liaising with the removalist supplier regarding warehousing requirements and timeframe for assembly and delivery of furniture. Where removalist services are required, the furniture supplier must take care to ensure all furniture is assembled prior to delivery.
- ii. Monitoring the stockpiles of furniture within the warehouse; and
- iii. Advising removalist supplier of final delivery requirements and coordinating and certifying correct delivery to site.

15. Local Authority Consultation

The *Planning and Development Act 2005* ('the Act') requires that every public work so far as reasonably possible, is undertaken in such a manner as to be in keeping with the design and intent of the relevant Local Authority's town planning scheme, and so as not to destroy the amenity of the relevant local authority's town planning scheme and that the relevant local authority is consulted.

Accordingly, the Consultant shall liaise with the relevant local authority during all stages of the project, including the Contract Administration stage. Consultation shall include consideration of any local building policies or regulations, subject to Project Control Group (PCG) approval. The Consultant shall ensure that project documentation outlines and demonstrates compliance with all relevant local regulations, eg proposed use, access, carparking, signage, window film etc.

Where agreement cannot be reached with the relevant local authority about the project being in keeping with the design and intent of the relevant local authority's town planning scheme, the Consultant shall advise the Principal as soon as practicably possible. Such advice shall include recommendations of what action is necessary to ensure the project complies, for direction by the Principal.

16. Approvals and Licences

16.1. Development Approval

Projects in the geographic location governed by the Metropolitan Region Scheme (MRS), may require development approval from the WA Planning Commission (WAPC). Where a development approval is required for projects over \$10 million (or \$20 million in the City of Perth) the development approval is determined by a Development Assessment Panel (DAP).

Where projects involve works on a primary school site on zoned land within the MRS area, development approvals are determined pursuant to a delegation to the Deputy Director General of Building Management and Works under section 16 of the *Planning and Development Act 2005* (WA).

When a development approval is required the Consultant must:

1. Allow in the time plan for the project for the time needed to obtain Development Approval within a sufficient time to permit acquiring any other approvals, licences or permits which will depend on the Development Approval; and
2. Lodge 2 copies of the appropriate documentation with the relevant local authority for Development Approval from WAPC when approval has been received from the Principal of the Schematic Design and project estimate.

3. ensure the submitted documentation includes a MRS Form 1 and any required DAP forms, signed by the appropriately authorised person, and all drawings, reports, photographs and the like necessary for the expedient processing of the application.
4. Obtain from the Local Authority the reference number for the application and follow up with the Local Authority after the expiration of seven days from the date of lodgement to ascertain if the application has been forwarded to WAPC or DAP Secretariat where relevant.
5. Monitor the progress of the application by reference to the WAPC website and immediately advise the Principal's Representative if any delays arise.

The Consultant shall proceed into the contract documentation phase of this project pending the receipt of Development Approval from WAPC or a DAP where relevant. However, the project will not proceed to the calling of tenders until Development Approval is obtained from WAPC or a DAP where relevant.

At any time after the lodgement of the application for Development Approval and even if Development Approval has been obtained, should the planned development change, then the Consultant shall liaise with the relevant authority regarding the likely impact the change may have on the application or approval.

Development Approvals under the MRS for public works by State government agencies are not subject to fees charged by local authorities for making recommendations to the WAPC, and accordingly the Consultant shall not allow for any such fees in its Lump Sum proposal. Public works by state government agencies are not subject to local authority planning schemes and are therefore exempt from local planning scheme development applications. However, State government agencies may need to liaise and make applications to local government if application to the local government is required to obtain a permit under the *Building Act 2011 (WA)*.

The Consultant shall liaise with the Principal's Representative in regard to Development Approval matters. The Principal's Representative will be able to provide advice on need for a development approval, the person appropriately authorised to sign the MRS Form 1 and has some standard letters that should be used when submitting the application to the local authority.

16.2. Permits Pursuant to the Building Act 2011(WA)

16.2.1. Compliance

Prior to the commencement of the *Building Act 2011 (WA)*, for buildings that were owned or occupied by, or under the management or control, of government agencies, the Crown was not required to obtain building licences or show evidence of compliance with the National Construction Code and standards referenced therein. The *Building Act 2011 (WA)* binds the Crown and requires the Government to demonstrate that its building projects are designed and constructed in accordance with the National Construction Code, relevant standards referenced therein and any other codes or standards that are referenced by the *Building Act 2011 (WA)* and subsidiary legislation. The legislation also requires that new buildings and incidental structures are:

- i. Demolished in accordance with demolition permits;
- ii. Constructed in accordance with building permits; and
- iii. Occupied in accordance with occupancy permits.

Under this new legislative regime, the Principal is required to apply to a permit authority for building permits, demolition permits, occupancy permits and/or building approval certificates as the case may be in relation to specified types of building work and demolition work as defined by the *Building Act 2011* (WA). BMW will act as a permit authority, and issue the permits required under the *Building Act 2011* (WA) for the buildings it procures and manages. The Principal or its agent will be responsible for submitting permit applications to the permit issuing authority.

Consequently, the Consultant must do all things necessary to ensure that:

- i. All technical certifications required to obtain a certificate of design compliance are properly and duly obtained in order to allow prompt certification of the design by an independent building surveyor;
- ii. The certificate of design compliance is properly and duly obtained to permit the timely application for a building permit or demolition permit as the case may be from the permit authority to enable construction to commence within the program timeframes required by the Principal and the Contract. Consultants must take into account the time periods and limits prescribed under the *Building Act 2011* (WA) and those additional periods prescribed under the *Building Act 2011* (WA) within which a permit authority may request further information to support an application, impose conditions on the permit or issue building orders;
- iii. Any building work and demolition work complies with all relevant codes and standards and are carried out pursuant to all requirements of the building permit or demolition permit and permit conditions as the case may be. Where any variations effect compliance with any relevant code or standard occurs, the Consultant must do all things necessary to urgently facilitate re-certification of design compliance of the varied work and the application for and issuing of a new building permit or demolition permit as the case may be;
- iv. Any building work and demolition work complies with any building orders issued by the permit authority and any conditions imposed by the permit authority in the permit;
- v. All inspections and tests required by the building permit or demolition permit, or otherwise required by the building surveyor at any time when certifying the works, are carried out on site during construction and documentation of results provided in a timely manner to the independent building surveyor and the Principal so as to not prejudice or delay the obtaining of a certificate of construction compliance;
- vi. The certificate of construction compliance is properly and duly obtained to permit the timely application for an occupancy permit or building approval certificate as the case may be from the permit authority to enable lawful occupancy of the building(s) or any part(s) thereof within the program timeframes required by the Principal and the Contract. Consultants must consider the time periods and limits prescribed under the *Building Act 2011* (WA) and that a permit authority may request further information to support an application or impose conditions on the permit or certificate;
- vii. Compliance with the *Building Act 2011* (WA) is undertaken in accordance with BMW policies and procedures;

viii. The Consultant, subconsultants, the Principal and all other relevant employees, agents, contractors or subcontractors or other third parties related in any way to the project and any work carried out complies with the requirements of the following Acts and any subsidiary legislation made under them:

- a) *Building Act 2011* (WA);
- b) *Building Services (Complaint Resolution and Administration) Act 2011* (WA);
- c) *Building Services (Registration) Act 2011* (WA);
- d) *Building Services Levy Act 2011* (WA); and
- e) *Building and Construction Industry Training Levy Act 2011* (WA)

without limiting the Consultants general obligations under Clause 13 and 16 of the AS4122-2010 General Conditions of Contract and the W.A. Government Amendments.

16.2.2. Permit Authority

The Principal's role in the delivery of public works is managed by Department of Finance. The Principal's functions in this respect are specifically managed by project delivery groups within the Department of Finance, being Building Projects Groups 1 and 2, Government Office Accommodation and Maintenance Services (hereafter "Project Delivery Groups").

The Minister for Commerce has delegated his powers under s 124(2)(a) and (b) of the *Building Act 2011* (WA) to certain officers within the Asset Advisory Group of BMW who may, pursuant to that delegation, perform the State's functions as a permit authority.

Where officers within the Asset Advisory Group perform the functions of a permit authority in relation to any building work or demolition work forming the whole or any part of the work under the Contract, that function is specifically managed by the Asset Advisory Group within the Department of Finance. This Group is a separate divisional structure from the Project Delivery Groups.

Even though the Department of Finance contains both Groups, their reporting structures and roles as project proponent on the one hand and permit authority on the other hand are entirely separate and operate independently from the other. This divisional structure is necessary in order to give effect to the intention of the *Building Act 2011* (WA) and avoid actual, potential or perceived conflicts of interest.

Consequently, the Consultant acknowledges and agrees that:

- i. The Consultant must always act consistently with and in a way that will protect and preserve the independence of the Principal's and permit authority's separate roles and the purposes and intention of the *Building Act 2011* (WA) and prevent any actual, potential or perceived conflicts of interest arising between the Principal and permit authority;
- ii. The Consultant must ensure the Principal does not, by virtue of any act or omission of the Consultant, act inconsistently with, be placed in breach of, or commit an offence under, the *Building Act 2011* (WA) or subsidiary legislation;
- iii. Any delay, damage, loss, liability, claim, expense or cost caused directly or indirectly by the permit authority in performing or failing to perform its functions under the *Building Act 2011* (WA) is not a delay, damage, loss, liability, expense, or cost caused directly or indirectly by the Principal under any circumstances; and

- iv. The Consultant must do all things necessary to ensure that all subconsultants, contractors, subcontractors, employees, agents, authorises and assigns consider and treat all delays, damages, losses, liabilities, claims, expenses or costs associated with the functions of BMW as a permit issuing authority consistently with paragraph (c) above.

16.2.3. Indemnity

The Consultant hereby irrevocably indemnifies and agrees to keep indemnified the Principal from any damage, loss, liability, claim, expense, cost, fee, penalty or fine, suffered by the Principal directly or indirectly arising from any failure by the Consultant to comply with Clause 11.2.2 above and shall hold the Principal harmless for the same.

The Consultant further irrevocably indemnifies the Principal against any damage, loss, liability, claim, expense, cost, or fee suffered or incurred by the Principal with respect to any delay in the issuance of any permit required under the *Building Act 2011 (WA)* caused or occasioned by the Consultant's failure to observe any term of this Contract or requirement under the *Building Act 2011 (WA)* or subsidiary legislation.

16.2.4. Independent Building Surveyors

If certificates are required from an independent building surveyor for the purposes of the *Building Act 2011 (WA)* in order for the Consultant to discharge its obligations under this Clause 16.2 then the Consultant must comply with the Principal's directions regarding:

- i. The nature of the engagement and the manner in which an independent building surveyor is engaged;
- ii. Which independent building surveyor is engaged; and
- iii. The terms and conditions of the engagement of the independent building surveyor.

In any event, the Consultant must not engage or on behalf of the Principal engage an independent building surveyor without the express written consent of the Principal, that consent being provided or not provided in the absolute discretion of the Principal.

16.2.5. Other Requirements

The Western Australian Government is committed to constructing buildings that are safe, energy efficient, and facilitate good health among users of the building. The Consultant must in addition to the above comply, so far as is possible, with the requirements of the following:

- i. The Building Code of Australia (as amended);
- ii. The *Health Act 1911 (WA)* (as amended);
- iii. Regulations made pursuant to the *Health Act*; and
- iv. Any local by-law, ordinance or other regulatory measure intended to ensure that buildings constructed in a particular locality facilitate good health, are safe and are energy efficient.

The Consultant must take steps to inform itself of these statutory requirements.

In accordance with clause 13 and 16 of the AS 4122-2010 General Conditions of Contract including the W.A Government Amendments, if for any reason the Consultant cannot comply with these requirements, as soon as the Consultant becomes aware of its inability, the Consultant must immediately notify the Principal in writing of the inability and must seek direction from the Principal.

16.3. Heritage Requirements

There may be implications for buildings on the various heritage lists. The Consultant shall determine if the place (meaning Site, building/s and associated contents and surroundings) has been entered on any of the following heritage lists:

1. Register of Heritage Places:
Heritage Council of Western Australia: www.stateheritage.wa.gov.au or telephone: 6551 8002.
2. National Heritage List (Including Register of the National Estate):
Department of Environment and Energy: www.environment.gov.au or telephone 1800 803 772
3. List of Classified Places:
National Trust of Australia (WA): www.nationaltrust.org.au or telephone: 9321 6088.
4. Municipal Inventory of Heritage Places (refer to relevant Local Government)
5. Aboriginal Heritage Sites Register:
Department of Planning, Lands and Heritage: www.dplh.wa.gov.au or telephone 6551 8000

Advise the Principal's Representative immediately if the place is found to be on any or all of the above registers. This should include a recommended course of action.

17. Sustainability Initiatives

The Department of Finance's Government Office Accommodation Policy and associated standards clearly define the application of sustainability in the delivery of Government office fitout projects.

The Consultant is responsible for compliance with the Government Office Accommodation Policy and/or associated standards. These can be viewed on the Department's website at www.finance.wa.gov.au.

As a part of the provision of services, the Consultant is to identify the costs and benefits of incorporating the various elements of this section, using either the applicable Green Star scorecard or the Consultant Sustainability Provisions Reporting Checklist.

The Sustainability Provisions Reporting checklist should only be used instead of the Green Star scorecard for projects with a value of less than \$2 million or if an appropriate Green Star tool is not available. The appropriate level of sustainable elements to be included in the project will be agreed with the Principal's Representative. The Department's preference is for simple, cost-effective solutions that will achieve the objectives outlined in this clause.

17.1. Green Building Council

The Consultant shall allow for all design analysis including simulation and modelling (where specified) required to target the relevant Green Building Council of Australia's Green Star Rating Tool to the relevant benchmark level.

17.2. Energy Efficiency

The State Government is committed to reducing its current energy consumption. An important contribution to meeting this target is ensuring that new or renovated government tenancies are energy efficient and designed to 'best practice' green building standards.

The Consultant shall design to maximise energy efficiency in operating costs while at the same time providing reasonable comfort for the occupants. This should include:

- i. Incorporating passive solar design principles;
- ii. Maximising day-lighting and passive climate modification opportunities;
- iii. Incorporating energy efficient designs to minimise active heating and cooling requirements;
- iv. Specifying energy efficient plant and equipment;
- v. Specifying energy efficient lighting systems;
- vi. Providing efficient control and effective maintenance systems, including monitoring of energy consumption;
- vii. Optimising opportunities to use renewable energy sources and incorporate renewable energy technologies wherever possible;
- viii. An estimate of planned energy use; and
- ix. In the construction of new government offices, the Consultant shall comply with the Government's Office Accommodation Policies relating to energy efficiency. A qualified minimum of 4.5 stars NABERS (energy) Base Building Rating has been required from 1 July 2006.

17.3. Energy Use Modelling/Measure Energy use during Defects Liability Period

The following points are to be considered mandatory in the scope of services for electrical and/or mechanical services consultants.

1. Commissioning of services that use energy

The mechanical and/or electrical services consultant is to ensure that the building works contractor tests services and reports on the results before issuing a Certificate of Practical Completion.

The energy efficiency systems and equipment must be commissioned to meet the design intent of the systems and to validate their required performance.

2. Information to facilitate maintenance

For added engineering systems, the electrical and/or mechanical consultants are to provide a manual to facilitate the maintenance of the energy efficiency systems and equipment as required by NCC Volume 1 Parts J1 to J7. The manual must detail:

- The design and operation intent.
- The commissioning settings.
- The preventative maintenance for the particular systems and equipment required to comply with NCC Volume 1 Part I2.

3. Energy monitoring

The electrical and/or mechanical consultant is to monitor the tenancy's energy consumption between the date of occupation or issue of the occupancy permit, and the issue of Final Certificate. Before a Final Certificate is issued, the electrical and/or mechanical services consultant is to submit a report comparing the actual monthly energy use with the modelled or anticipated use. Any discrepancies are to be detailed and remedial actions suggested, if necessary, to address any significant excess consumption.

The report is to be completed using BMW's 'Standard Energy Use Report' available at: http://www.finance.wa.gov.au/cms/uploadedFiles/Building_Management_and_Works/Policy/energy_report_proforma.xls

Energy use reports are to be delivered to the Principal's Representative, the building occupier and the Building Research and Technical Services team at the end of the defects liability period. Reports are to be emailed to Building Research and Technical Services at the following email address: principal.architect@finance.wa.gov.au

17.4. Water Efficiency

The Consultant shall design to minimise the use of water. This could include:

- i. Ensuring the incorporation of water efficient appliances and fixtures; and
- ii. Providing effective monitoring and maintenance systems.

Check with the Principal's Representative to verify any specific water recycling and source requirements.

17.5. Waste Minimisation

The Consultant is required to recommend strategies that minimise the generation of waste going to landfill and maximise reuse and recycling opportunities.

17.6. Building Materials

The Consultant is required to consider strategies that incorporate ecologically sustainable materials and construction practices. These could include:

- i. Designing for resource conservation (using the minimum amount of material required for the function);
- ii. Maximising the use of recycled content material (the material must achieve the required technical performance);
- iii. Using materials, as much as possible, that can be sourced from suppliers close to the site (locally sourced products reduce transport costs and fuel consumption and support the local community);
- iv. Minimising life cycle costs through using durable materials, finishes and equipment requiring minimal maintenance;
- v. Minimising or avoiding the use of materials made from toxic or hazardous substances or which may result in off-gassing of emissions;
- vi. Minimising the use of building materials with high embodied energy and no compensatory benefits;

- vii. Minimising the use of building materials that have damaging ecological effects during harvesting, manufacturing and/or construction; and
- viii. Minimising the use of building materials produced from limited or non-renewable natural resources.

18. Design and Documentation Review¹⁵

As part of the Government of Western Australia's "Better Places and Spaces Policy" implementation, all projects may be subject to a design review and/or documentation review at the discretion of the BMW project manager and the BMW Building Research & Technical Services Design Review Team ("BR&TS"). The purpose of BR&TS Design or Documentation Review is to ensure delivery of improvements in the quality of Western Australia's built environment by encouraging good design.

This project will be subject to a Design and/or Documentation Review at any one or any combination of the following phases¹⁶:

- i. The design phase during the Project Definition Plan, Schematic Design, Design Development and or any subsequent design phase;
- ii. The building works contract tender documentation phase; and / or
- iii. Any other phase of the project.

If a project is selected for BR&TS Design or Documentation Review, BR&TS will request a copy of designs, documents and any other relevant information from the BMW project manager. Following its review, BR&TS will issue a written BR&TS Design or Documentation Review to the BMW project manager and the Consultant. The BR&TS Design or Documentation Review will contain a list of design or documentation queries. The Consultant must provide to the BMW project manager reasonable written responses addressing particularly each specific query within 5 clear business days of the date of the BR&TS Design or Documentation Review.

The form of BR&TS Design or Documentation Review will contain space for the Consultant to respond to each of the queries though the Consultant may attach any further documentation if necessary to its response. The Consultant must address and provide its written response to the BR&TS Design or Documentation Review to the BMW project manager but should also forward a copy to BMWDesign.Reviews@finance.wa.gov.au or by hand to BR&TS. Failure to respond to a BR&TS Design or Documentation Review may impact on a Consultant's performance report.

The BMW Project Manager and the Project Control Group will consider both the BR&TS Design or Documentation Review and the Consultant's responses in order to raise, address and resolve any design issues or concerns that have been identified.

Consultants must include provision for the possibility of having to respond to a BR&TS Design or Documentation Review as part of their normal scope of works under this Contract. Consultant's

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¹⁵ PM should strike out this clause if it is not applicable. Delete footnote before issuing the document.

¹⁶ PM should strike out points that are not applicable. Delete this footnote before issuing the document.

must ensure that their subconsultants are also engaged on similar terms if their input is required by the Consultant to prepare the Consultant's response to a BR&TS Design or Documentation Review.

The Consultant remains wholly responsible for the design and documentation. Nothing in this clause varies, amends, relieves or reduces in any way the Consultant's other obligations to provide deliverables or services by the times otherwise required by this Contract, to the standard required by this Contract and the law, irrespective of whether or not a BR&TS Design or Documentation Review has been required or issued.

Projects valued over \$5 million may be subject to a post-occupancy review.

19. Payment Process

¹⁷The Consultant is required to use BMW's online Project and Contract Management system (PACMan) for all consultant fee claims. Once a consultant has been appointed to the panel, access to the system, with user name and password, will be available when a contract is awarded.

The information to be provided online will include but not be limited to: contract details, contract status reports, any fee variations, fee and disbursement records, progress fee claim details, certificates for currency of insurances, recipient created tax invoice agreements, variations, payment certificates in accordance with the standard consultant and construction contract documentation.

BMW will provide training in PACMan for all Consultants and can be requested by contacting pacmantrain@finance.wa.gov.au

PACMan is primarily based on a Microsoft Office and Windows operating environment. For consultancy firms utilising Apple Mac operating systems, Internet Explorer can be run in one of the following ways:

1. Run a Windows partition – this requires a reboot every time Internet Explorer is required to be run.
2. Using applications which intercept Internet Explorer commands and allows them to run on the Mac.
3. Use virtual ware or an emulator.

Firms running Linux or Unix operating systems can also run Internet Explorer by using virtual ware or an emulator. Note: PACMan does works in the Chrome environment, however the optimal environment is Internet Explorer.

¹⁸All consultant fee claims will be processed via a manual claims processing system; manual payments and RCTI option will be retained, together with a 'pay on invoice' option.

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¹⁷ PM should strike through this clause if PACMan will not be used. Delete this footnote before issuing the document.

¹⁸ PM should strike out if a manual payment process will not be used. Delete this footnote before issuing the document.

20. Subconsultants

Where required to engage subconsultants, the Consultant shall do so in accordance with Clause C.7.2 of the Request¹⁹.

Structural engineering subconsultants shall comply with Clause 29 Minimum Requirements for Design and Checking.

Security subconsultants shall be licensed under the Security and Related Activities (Control) Act 1996 (WA).

20.1. Management of Subconsultants

Subconsultants are engaged by the Consultant as soon as possible after the appointment of the Consultant.

The Consultant shall manage the work outputs of all subconsultants including scope of work, design integration and contract administration duties and ensure that all subconsultants are responsible for the delivery of as constructed subconsultants' drawings.

Subconsultants are to be responsible for the preparation and submission of 'As Constructed Drawings' in an electronic format - clearly marked "AS CONSTRUCTED DRAWINGS". Refer to the BMW CADD Manual Requirements, available on request from the Principal. The Consultant must coordinate the work of subconsultants to ensure consistency and that there are no conflicts or clashes.

The Consultant is required to inform all subconsultants that the relationship between the Consultant and the subconsultant, as evidenced by a contract or otherwise, does not impose on the Principal any express or implied legal obligation to the subconsultant of any nature whatsoever in contract or by any other means.

21. Work at an Existing Premise

Fitout projects involve work in existing premises. As a result, the Consultant, all contractors, subcontractors, suppliers, the occupants of the premise and others may be exposed to safety and/or health risks arising from the existing condition of the premise and its surrounds during the execution of the works.

Some of these risks can be identified during the design and documentation phases of this contract. To address these risks, the Consultant shall obtain from the Principal's Representative a copy of the hazardous substances survey, risk management report, asbestos register and the associated management plan for the premise and its surrounds.

The Consultant shall:

- i. Ensure that existing hazardous substances and asbestos products are addressed as Principal Identified Hazards under the Workplace Safety and Health clauses of the tender and contract documents for the building works contract;

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¹⁹ This clause refers to the Interior Fitout and Workplace Design Services Panel 2020 Request. If an alternate contract is being used, replace clause number with the relevant clause number from that contract.

- ii. Make available to tenderers for the building works contract the existing management plan dealing with the identified hazards so that all relevant management issues can be adequately addressed in the building works contractor's Site Specific Safety Management Plan;
- iii. Arrange, on behalf of the Principal, the services of a Specialist Consultant meeting the requirements of Clause 21.1(the Asbestos/Hazardous Materials Consultant);
- iv. Consult the Asbestos/Hazardous Materials Consultant on all matters relating to asbestos/hazardous materials and incorporate any advice and recommendations of the Asbestos/Hazardous Materials Consultant into tender documentation, drawings and specifications and manage work under the building works contract in accordance with any such advice and recommendations;
- v. Not seek approval of tender documentation, drawings and specifications unless the Asbestos/Hazardous Materials Consultant has conducted an inspection of the site, and provided a condition report detailing results of the inspection; and
- vi. In the event that asbestos is discovered following commencement of the building works contract, manage the incident in accordance with the Action Management Flowchart at Clause 33.

The Consultant shall arrange and chair a safety coordination meeting between the Principal's Representative, the Principal's nominated client Government agency, the occupier and the building works contractor. Ensure that the building works contractor minutes the meeting and distributes the minutes to all attendees. Prior to the meeting liaise with the Principal's Representative, the Principal's nominated client Government agency and the occupier regarding the evacuation plan for the site and arrange for a copy of this plan to be available for the building works contractor at the coordination meeting.

21.1. Asbestos/Hazardous Materials Consultant

Where directed by the Principal, an asbestos consultant will be engaged by the Consultant. The asbestos/ hazardous materials consultant is required to:

- i. Have the ability to, inter alia, provide competent inspection, survey condition reporting and advice on asbestos/hazardous materials;
- ii. Be approved by the Principal's Representative;
- iii. Conduct all relevant Services in accordance with government requirements, including, but not limited to, National Occupational Safety and Health Commission guidelines, procedures and requirements and Occupational Safety and Health legislation, regulations and guidelines; and
- iv. Have, or use the services of a company with, current National Association of Testing Authorities (NATA) certification for the identification of asbestos.

22. Universal Access

The National Construction Code (NCC) was amended to comply with the Commonwealth Disability Discrimination Act 1992 (DDA). The Consultant is deemed to be conversant with the intent and contents of the current NCC.

When compliance with the DDA or the NCC affects other parts of the building, not directly affected by this project or the project brief, the Consultant is to advise the Principal's Representative as soon as practicable. This advice is to include details of the extent of the affected areas and cost implications.

23. Artworks

Where artworks are required as part of a Fitout project, the Consultant will liaise with the Principal's Representative and user groups to ensure integration of the art component within the project.

24. Government Requirement for Bicycle End of Trip Facilities in Government Buildings

The Consultant shall liaise with the Principal's Representative to ensure appropriate bicycle end of trip facilities are included in accordance with the requirements set out in the Government Office Accommodation Policy and associated standards.

25. Project Handover

Upon engagement, the Principal's Representative will introduce the Consultant to the BMW appointed Facilities Manager and BMW Maintenance Officer (if applicable).

The Consultant shall:

- i. Liaise with the Facilities Manager on any issues related to the project (i.e. obtain information on any site history which may affect this project and keep Facilities Manager informed of the project;
- ii. During construction phase, ensure that the building works contractor informs the Facilities Manager of any disruptions to existing service;
- iii. Prepare Handover Manual one month prior to Practical Completion.
- iv. One month prior to Practical Completion, invite all nominated parties to Practical Completion Handover Meeting. A standard agenda for these meetings will be provided by the Principal's Representative;
- v. Ensure an occupancy permit is applied for and issued prior to project handover;
- vi. Chair Practical Completion Handover Meeting; prepare and forward minutes;
- vii. Prior to the completion of the Defects Liability Period, arrange a meeting (if necessary) or otherwise liaise with the building works contractor and Facilities Manager/BMW Maintenance Officer to ensure that all defects are resolved;
- viii. Report to Principal's Representative on results of meeting; and

- ix. Arrange an onsite post-occupancy training session within three months after the issue of a Certificate of Practical Completion and arrange for the attendance of relevant subconsultants and the building works contractor at that meeting. The purpose of the onsite post-occupancy training session is to ensure that the end user of the facility is appropriately trained to operate the tenancy in accordance with the design intentions.

26. Documentation Provided by the Principal

26.1. Drawings

26.1.1. CADD Drawings²⁰

²¹The Principal has samples of CADD documents for previously documented similar projects, which may assist the Consultant with the documentation for this project. Upon written request from the Consultant the Principal will provide a copy of that CADD documentation to the Consultant.

OR

²²The Principal has CADD documentation for the existing facilities on this site, which may assist the Consultant with the documentation for this project. Upon written request from the Consultant, the Principal will provide a copy of that CADD documentation to the Consultant.

26.1.2. Manual Drawings²³

The Principal may have copies of manual drawings available for existing sites. The Consultant may view the available drawings in the BMW Tenders Office (Optima Centre, 16 Parkland Road, Osborne Park WA). Should the Consultant wish to view the drawings of any existing sites then it should make prior arrangements with the Department of Finance, Building Records on telephone number (08) 6551 1808 or email: BuildingRecords.Mailbox@finance.wa.gov.au.

The existing drawings for sites and premises related to Police Stations, Prisons, Parliamentary Offices, Heritage buildings and the like have restricted viewing access. Prior written authorisation is required from the Principal's Representative if the Consultant wishes to view or obtain copies of these drawings. The Consultant must liaise with the Principal's Representative if it is not sure of the viewing access for drawings related to this Contract.

Should the Consultant wish to obtain a print copy of some or all the available drawings then arrangements can be made for this with the Department of Finance, Building Records staff.

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²⁰ Edit this clause to suit individual projects. Check the availability of CADD documents for previous similar projects.

²¹ Alternate to following paragraph. This paragraph is for new works. Strike out this paragraph if this contract is for alterations and/or additions and there are no CADD documents available for previous similar projects.

²² Alternate to preceding paragraph. This paragraph is for alterations and additions works. Strike out this paragraph if this contract is for new works.

²³ Edit this clause to suit individual projects.

If you require the Consultant to view the drawings for many different sites or facilities, have access to restricted drawings or obtain many print copies of drawings then it may be beneficial to make prior arrangements with the Building Records officers and amend this clause to suit. Similarly if you wish to have the printing costs directly debited to the project then you will need to amend this clause.

Unless prior arrangements have been made with the Principal's Representative plan printing is at the Consultant's expense.

26.1.3. Disclaimer²⁴

The Principal accepts no responsibility for the compliance to the Department of Finance CADD Documentation Procedures Manual or the brief for this Contract of any drawings, whether they are in electronic or hard copy format, it provides to the Consultant under this Contract. Similarly, the Principal accepts no responsibility for the accuracy or completeness of these drawings.

The Consultant is reminded of its obligations under clause 5.2 of the AS 4122-2010 General Conditions of Contract including the W.A. Government Amendments with regard to any documents provided to the Consultant by the Principal.

27. Documentation Format Requirements

27.1. CADD

The drawings for this project shall be provided in a CADD format compatible with the Department of Finance CADD system.

The Consultant shall obtain a copy of the Department of Finance's CADD Documentation Procedures Manual from the Principal's Representative. The Consultant shall comply with the requirements of this manual.

Refer to Clause 8.4 Contract Documentation/Tender Estimate Report, Clause 10.4 Practical Completion Report and 27.2 Electronic Tender Documents for details of deliverable items.

27.2. Electronic Tender Documents²⁵

The tender documents for relevant projects are required to be provided in an electronic format for attachment to, and distribution from, the Tenders WA website.

Consultants are to ensure that electronic copies and hard copies are identical in content.

It is mandatory for works drawings to be CADD produced to facilitate provision to prospective tenderers via the internet.

Consultants are required to provide a digital copy of the draft building works contract documentation to the Principal's Representative for review a minimum of five days prior to submitting the final documentation.

Consultants shall deliver electronic documents on a USB drive.

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²⁴ Check clause numbers prior to final print. Amendments to this document may affect the numbering of the clauses in the Special Conditions of Contract.

²⁵ Electronic Tender Documents are required for all Department of Finance tenders, including invited tenders, except those that contain secure facilities. These latter are generally all Police and Department of Corrective Services projects and Mental Health secure wards.

27.3. Specifications

Specifications shall be Microsoft Word 2000 compatible documents and may be either a single document or a collection of documents. In all cases the electronic copy of the specification shall contain all the required Department of Finance forms. The specification shall include all subconsultant specifications, schedules, tables and the like. The specification file, or files, shall be 'zipped' using a propriety archiving tool such as "WinZip" or "PKZip" into a single file named "<Project Title> - Specification".

27.4. Drawings

Drawings shall conform to the Department of Finance CADD protocols but be PDF/A (portable document format) files.

Prior to conversion to the PDF/A format:

- i. Erase all entries outside the drawing boundaries;
- ii. 'Zoom' drawings to limits; and
- iii. Ensure that all 'xref' files are on the same directory as the drawings to be converted (.pdf's of 'xrefs' are not required as they are bound into the PDF).

Each PDF file shall contain only one drawing. Ensure that drawings can be read before submitting to the Department of Finance.

Drawings shall be grouped together into disciplines and 'zipped' using an archiving tool such as "WinZip" or "PKZip" so as to produce the following file names for each project:

"<Project Title> - Architectural Dwgs"

"<Project Title> - Structural Dwgs"

"<Project Title> - Electrical Dwgs"

"<Project Title> - Mechanical Dwgs"

"<Project Title> - Hydraulic Dwgs"

"<Project Title> - Landscape Dwgs" (if applicable)

"<Project Title> - Civil Dwgs" (if applicable)

If any individual discipline group has drawings totalling more than 10Mb in size when 'zipped' the drawings shall be split into separate files of 4 - 5Mb in size and numbered consecutively, i.e. "<Project Title> - Structural Dwgs1", "<Project Title> - Structural Dwgs2" and so on.

28. Schedule of Deliverables

26The Consultant shall maintain a Schedule of Deliverables throughout the period of the Contract and where appropriate and with prior written approval of the Principal's Representative amend the Schedule of Deliverables to reflect the Principal's required outcomes.

The initial Schedule of Deliverables for this Contract has been prepared by the Principal's Representative and is included at Clause 30 of this document. The Principal's Representative will provide the initial Schedule of Deliverables to the Consultant in Microsoft Office Word 2000 format.

The deliverables that appear within the Schedule of Deliverables for each phase of the project shall be provided by the Consultant to the nominated entity prior to the completion of each phase.

28.1. Consultant Certification and Quality Assurance

The Consultant must on request by the Principal certify that all Documents, Deliverables and Services, including those prepared by subconsultants:

- i. Were prepared or performed by staff with appropriate qualifications and experience;
- ii. Have been checked for and approved for accuracy;
- iii. Comply with any legislative requirement;
- iv. Meet the requirements of this Contract; and
- v. Are properly co-ordinated with related documents.

The Consultant must retain all original documents and contract records (including physical and electronic records) directly or indirectly connected with the Deliverables for a period of seven (7) years and if requested by the Principal at any time during that period make those original documents and records immediately available to the Principal for inspection in accordance with Clause D.2.9 of the Request.

29. Minimum Requirements for Design and Checking

29.1. General

The Consultant shall ensure that all structural design and documentation is independently checked. The firms and the personnel involved in the design and checking process shall meet the minimum requirements listed below.

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26 *This clause should not be edited or deleted without prior approval of your Manager. Upon completion of the editorial works check that the Section No. for the Schedule of Deliverables is correct. Go to Clause 26 of this document and delete or add deliverables to suit the specific requirements of the Client and project. Amend the quantity required and to whom each deliverable is to be provided. Any comments you may wish to include can be inserted in column 5.*

29.2. Separation of Design and Checking Functions

A basic principle of the checking process is that it will be as independent of the design process as possible. Consequently, a requirement of this Contract is that the Checking Engineer shall not have been directly involved in the design phase of the work. In the case of a design firm with limited staff, this may necessitate the checking phase being undertaken by another firm.

29.3. Design Engineer

The Design Engineer:

- i. Shall have practical design experience in building structures commensurate with the value and complexity of the project; and
- ii. Shall be eligible for membership of the Institution of Engineers Australia as either a Corporate Member, or a Graduate Member.

29.4. Checking Engineer

The Checking Engineer:

- i. Shall not have been directly involved in the design or planning of the work to be checked.
- ii. May be a member of the design firm or a member of an independent firm.
- iii. Shall be eligible for membership of the Institute of Engineers Australia.
- iv. Shall have;
 - a. A minimum of 5 years practical experience in structural engineering for major or complex projects; or
 - b. A minimum of 10 years practical experience in structural engineering for minor projects of not more than 2 storeys in height.
- v. Shall have been actively engaged in structural engineering design of buildings during the preceding 3 years.
- vi. Shall have worked with Australian design codes and regulations, current at the time, for the preceding 12 months.

29.5. Certification

Design drawings shall be signed as approved by the Design Engineer and the Checking Engineer.

The principal of the design firm shall sign and submit to the Principal's Representative, a letter naming the Design and Checking Engineers engaged in the work and listing against their names, or by other acceptable means, the qualifications and experience they possess relative to the requirements listed in paragraphs above.

29.6. Recording of Design Loads

Structural loading codes relevant to a project shall be listed on at least one sheet of the structural drawings. The Australian Standard Code number, year of Code issue and Code amendment number (if applicable) shall be recorded for all loading codes used in the design.

If an Australian Standard loading code has not been issued for a particular type of loading and an alternative standard (such as a British or New Zealand Standard) is not mandatory, then the design and checking engineers shall agree an appropriate load value. Where design loads are used which are not sourced from Australian Standards, they shall be included with the information required by the following paragraphs.

In addition to listing the loading codes, the following specific design information shall be recorded on the structural drawings.

Live Loads

Design live loads for all suspended floors (including walkways and mezzanines) and for roof structures and canopies, which, because of their accessibility or materials of construction, could be expected to carry higher live loads than normal roofs.

Wind Loads

Wind region

Terrain category

Shielding multiplier

Topographic multiplier

Structure importance multiplier

Where different terrain categories or multipliers have been assumed in the design, depending on wind direction, each of the different combinations of terrain category and multipliers used shall be noted together with the wind direction(s) to which they apply.

Earthquake Loads

Structure type (or types where more than one exists in the project).

Acceleration coefficient

Site factor

Soil Bearing Pressures

The maximum safe working or ultimate soil bearing pressures (state which) used in footing design.

If different footings have been designed using different bearing pressures, the design bearing pressure for each footing type or size shall be recorded.

Site Classification

The site classification in accordance with AS 2870 "Residential Slabs and Footings".

If the classification varies across the site, the extent of each soil class shall be shown or noted on an appropriate structural drawing.

The following is an example of the above requirements.

(Say information included on drawing S1, General Notes, in this example).

DESIGN INFORMATION

Dead and Live loads AS 1170.1-1989

Live load - Block A, mezzanine	5 kPa
Live load - Block B concrete roof (non-trafficable)	1.5 kPa.

Wind loads AS 1170.2-1989-Amdt. 3

Wind region	A
Wind from north-east and south-east	Terrain category 2 Shielding multiplier 1 Topographic multiplier 1 Importance multiplier 1
Wind from north-west and south-west	Terrain category 3 Shielding multiplier 0.9 Topographic multiplier 1 Importance multiplier 1

Earthquake loads AS 1170.4-1993-Amdt. 1

Structure type	II
Acceleration coefficient	0.14
Site factor	1.25
Soil bearing pressures	
All footings (safe working bearing pressure).	3 kPa
Site classification	M

(End of example)

The information required here is to GUIDE future planning where:

- i. An existing structural design is being considered for use in a new location;
- ii. An existing project is to be altered or additions are to be made;
- iii. Changes to building or room occupancies require an evaluation of floor load capacities; or
- iv. Cost estimates for a new building in a similar location are to be prepared.

The inclusion of the above information on a structural drawing shall NOT relieve future users of such information of their responsibilities under their conditions of engagement

30. Schedule of Deliverables

Project Title:

Project No:

Consultant's Name:

Schedule Update No:

Attached To Progress Fee Claim No:

- Notes:
1. Refer to Request clause – Schedule of Deliverables
 2. The Consultant is responsible for maintaining and completing Columns 1 to 6 of this Schedule.
 3. Column 7 is for use by the Principal's Representative only.

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
At commencement of commission	Consultant Probity Declaration	BMW Project Manager	Obtain form from BMW Project Manager			
Brief Preparation	Evidence of Consultant Insurances Final Project Brief & Brief Finalisation Report	Principal's Rep. Principal's Rep. & Client Agency Rep.				
Schematic Design	Schematic Plans and Report Confirmation that schematic plans have been signed off by the Client Agency.	Principal's Rep. & Client Agency Rep. Principal's Rep.				
Design Development	Design Development Report	Principal's Rep. & Client Agency Rep.				

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
Design Development cont.	Confirmation that design development plans have been signed off by the Customer. Risk Management Plan	Principal's Rep Principal's Rep.				
Contract Documentation	Tender Estimate Report Written confirmation that an independent structural design check has been carried out Building permit documentation, including all drawings, specification, Certificate of Design Compliance, associated technical certification etc Contractors Prequalification Hard Copy of Tender Documents- Specifications & Drawings & Schedules Electronic Copy of Tender Documents- Specifications & Drawings & Schedules	Principal's Rep. Principal's Rep. Principal's Rep. Principal's Rep. Principal's Leasing Consultant	All design documentation and certification required to apply for building permit in accordance with the <i>Building Act 2011</i> , BMW Permit Authority and Building Commission requirements. For the Formal Instrument of Agreement For landlord's approval of the tenants fitout plans			

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
	<p>Computer CADD documentation discs including a copy of the Specification and Bill of Quantities where the Bill of Quantities is included</p> <p>Drawing List (all disciplines)</p> <p>Attestation regarding Tender Documents compliance with open and Effective Competition Policy, requirements for Principal's approval of design requirements and nominated subcontractors met, and that subconsultants' documents comply and are consistent with architectural drawings.</p> <p>Safety in Design report</p>	<p>BMW Building Records Manager</p> <p>BMW Building Records Manager</p> <p>Principal's Rep.</p> <p>Principal's Rep. and Building Works Contractor</p>	<p>Refer to the BMW CADD Documentation Procedures Manual or detailed requirements and submit copy of transmittal to Principal's Rep.</p> <p>Prior to the Building Works Contractor commencing work onsite</p>			
Tender	<p>Tender Enquiries Log</p> <p>Tender Recommendation & Reconciliation</p> <p>Principal Identified Hazards</p>	<p>Principal's Rep.</p> <p>Principal's Rep.</p> <p>Principal's Rep.</p>				
Contract Administration	<p>Site Meeting Minutes</p>	<p>Principal's Rep.</p>				

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
Contract Administration cont.	<p>Updated Safety in Design Report</p> <p>Contract Administration Report</p> <p>AS2124 requirements, including:</p> <ul style="list-style-type: none"> • Construction Program/s • Progress Payment Certificates with Schedule of Variations • Original Statutory Declarations • Variations • Authorisations relating to retention/security. • Practical Completion Certificate/s • Final Certificate <p>Security Management Plan Pro-forma</p> <p>Approval of record relating to the testing of all services by the Building Works Contractor</p> <p>Occupancy permit documentation, including Certificate of Construction Compliance and associated technical certification</p> <p>Handover Meeting (with Principal's Rep) Minutes</p> <p>Handover Meeting (with FM Contractor) Minutes</p>	<p>Principal's Rep. and Contractor</p> <p>Principal's Rep. Principal's Rep.</p> <p>Principal's Rep. Principal's Rep.</p> <p>Principal's Rep.</p> <p>Principal's Rep.</p>	<p>Required only if the Report is updated during the construction phase.</p> <p>Before a Certificate of Practical Completion is issued</p> <p>All documentation certification required to apply for occupancy permit, in accordance with the <i>Building Act 2011</i> and Building Commission requirements</p>			

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
Contract Administration cont.	<p>Computer CADD "As Constructed" disks plus BIM (Building Information Modelling) if applicable</p> <p>Handover/Operational Manuals</p> <p>Post Occupancy Training Session</p> <p>Consultant to provide a quarterly report from each subconsultant's data recording</p> <p>Building Tuning Report showing the outcomes of the tuning process</p> <p>Practical Completion Report</p> <p>Final Completion Report</p>	<p>BMW Building Records Manager</p> <p>Occupiers/ Principal's Rep.</p> <p>Occupiers/ Principal's rep</p> <p>Occupiers/ Principal's Rep.</p> <p>Occupiers/ Design Team/Principal's Rep</p> <p>Principal's Rep.</p> <p>Principal's Rep.</p>	<p>Refer to the BMW CADD Documentation Procedures Manual or detailed requirements and submit copy of transmittal to Principal's Rep.</p> <p>All projects require 2 handover Manuals in PDF format to Principal's Representative. Provide Operational Manuals to Facility owner.</p> <p>Within agreed timeframe post issue of a Certificate of Practical Completion. Possible performance upgrades to be provided in writing.</p> <p>Data for the energy use of offices is only required for a period of one year.</p> <p>Any discrepancies detailed and remediation measures recommended.</p>			

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep. Confirmation
General	Project Control Group Meeting Minutes Copies of all documents and contract management records required as a Deliverable and itemised confirmation of transmittal of those documents and records from the Consultant to the Principal Confirmation in writing that all documents and contract records not provided to the Principal as a Deliverable have been retained by the Consultant as required by the Contract	Principal's Rep Principal's Rep Principal's Rep	Post each meeting To be provided with the Final Certificate To be provided with the Final Certificate			

I certify that the deliverables indicated have been provided and the statuses complete are correct

Consultant's Representative: (Name) (Signature) (Date)

31. Consultant Sustainability Provisions Reporting Checklist

(Only to be used if the construction value of the project is less than \$2 million)

Project:

BMW Contract Manager:

Updated On:

Consultant:

Project Number:

By:

Signature:

Sustainability Provision	Design Features incorporated	Yes	No	Partial Completion	Associated Costs	Comments: Advantages, Disadvantages, Other Sustainability Features
Re-use of Existing Building Stock	Adaptive Re-use					
Energy Efficiency	Passive solar design					
	Day-lighting maximised (whilst minimising glare)					
	Passive heating and cooling					
	Natural ventilation, (consider including security screens and filters for night venting).					
	Active heating and cooling requirements minimised through energy efficient design.					
	Energy efficient plant and equipment					
	Energy efficient lighting systems					
	Efficient control and effective maintenance systems, including monitoring of energy consumption (consider remote access of systems)					

Sustainability Provision	Design Features incorporated	Yes	No	Partial Completion	Associated Costs	Comments: Advantages, Disadvantages, Other Sustainability Features
	Renewable energy systems/technology.					
	Provision for future installation of renewable energy systems (consider wiring and metering facilities, roof orientation and structure, access for cleaning and maintenance, etc.)					
	4.5-star (or higher) NABERS Energy Base Building Rating (<i>not relevant to schools</i>)					
WATER EFFICIENCY	Water efficient appliances and fixtures					
	Effective monitoring and maintenance systems					
	Grey water reuse system (<i>not recommended for schools</i>)					
	Rain water and storm water collection tanks					
	Stormwater runoff managed on site to recharge aquifers					
	Provision for future installation of rain water harvesting and/ or grey water reuse technologies.					
Waste Minimisation	Opportunities to recycle materials at end of life maximised					
	Materials such as green waste and excavated material to be recycled on site within the works.					
	Construction waste to be recycled.					
	Consider modular design (based on industry standard dimensions where possible) and prefabrication off site					
	Building longevity maximised through flexible and readily adaptable design					
Building Materials	Conservation of resources through using the minimum amount of material required for the function					

Sustainability Provision	Design Features incorporated	Yes	No	Partial Completion	Associated Costs	Comments: Advantages, Disadvantages, Other Sustainability Features
	Materials with market-based environmental ratings selected (eg. GECA, Green Tag, ISO 14000 series, Environmental Certification Scheme, etc.)					
	Use of recycled material maximised					
	Selection of materials that can be sourced from suppliers close to the site and access to local maintenance providers					
	Life cycle costs minimised through selection of materials and equipment requiring minimal maintenance and with maximised expected useful life					
	Avoidance of materials made from toxic or hazardous substances or which may result in off-gassing of emissions					
	Minimise the use of building materials with high embodied energy					
	Minimise building materials that have damaging ecological effects during harvesting, manufacturing and/or construction					
	Minimise building materials produced from limited or non-renewable natural resources					
Building Durability	Design elements to be robust and durable for example, do not specify painted finishes especially where access for repainting is difficult or costly (eg. requires scaffolding)					
	Attach schedule of maintenance including frequency and anticipated costs, derived through research					
	Minimisation of wilful and accidental damage opportunities					
	Building and equipment located to avoid potential damage by flooding and increased storm intensity.					

Sustainability Provision	Design Features incorporated	Yes	No	Partial Completion	Associated Costs	Comments: Advantages, Disadvantages, Other Sustainability Features
Government requirement for bicycle end of trip facilities in Government buildings	Bicycle end of trip facilities					
Universal Access	Compliance with Commonwealth <i>Disability Discrimination Act 1992</i>					
	Compliance with Part D3 of the BCA – Access for People with Disabilities					
Furniture Services and Interior Finishes	Selection of materials with low volatile organic compound (VOC) emissions for: Internal finishes Furniture components Blinds					
	Select recyclable materials – Consider products for which the manufacturer provides a “take back” agreement.					
	Preference given to bio plastics over synthetic plastics					
	Natural fabrics with high flame resistance and low toxicity qualities e.g. wool, silk					
	Materials which can be cleaned with organic products					
	Indoor plants that filter toxins from internal environments					
	Handover manual which specifies organic cleaning products and desired frequency of maintenance					

32. Building Equipment Maintenance / Replacement Schedule

1. Schedule of Mechanical, Electrical, Electronic and Security equipment incorporated in this project.

Item of Equipment	Capital Value (\$)	Practical Completion Date	Projected Life (Years)	Recommended Replacement Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

SAMPLE ONLY

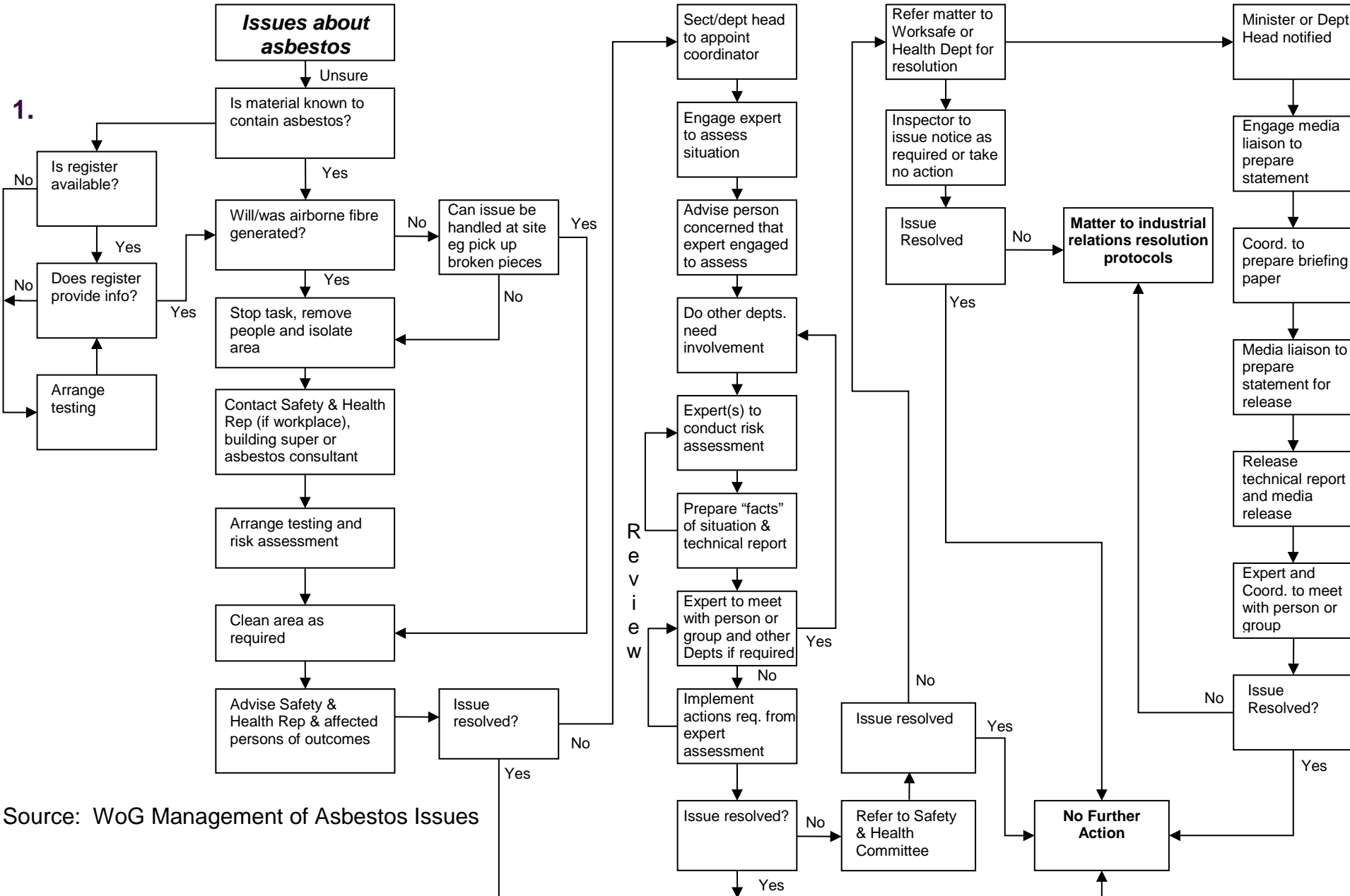
2. Preventative Maintenance Schedule.

Item of Equipment	Recommended Preventative Maintenance							
	Weekly Action	Cost (\$)	Monthly Action	Cost (\$)	Quarterly Action	Cost (\$)	Annual Action	Cost (\$)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

Name of Contractor:
(IN BLOCK LETTERS)

Signature of Authorised Officer:
(SIGNATURE) (NAME IN BLOCK LETTERS)

33. Asbestos Incident Flowchart



Source: WoG Management of Asbestos Issues