



# Panel Request

---

REQUEST TITLE:

**Engineering and Building Specialists Panel 2014**

REQUEST NUMBER:

**BMW2013/04035**

**CLOSING TIME: 2:30 PM on 6 November 2013**

**Hard copy submissions must be hand delivered to the Department of Finance Tenders Office, Ground Floor, Optima Centre, 16 Parkland Road, Osborne Park WA 6017**

ISSUED BY:

Department of Finance on behalf of the Minister for Works

## **AMENDMENTS LOG**

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

**DELETE PRIOR TO PRINTING THE FINAL DOCUMENT**

Reference Only

NO	CLAUSE NUMBER	AMENDMENT	EFFECTIVE DATE
1	A.6.2 Lead Consultant to Appoint Subconsultant A.6.7.2 B.10 Schedule of Deliverables B.9.14	Add 2 paragraphs: Seek quotes if appointing outside existing panel arrangements. Responsible for submitting As Constructed drawings. Add new clause: Contractor Performance Reporting. Add new text to reflect change in responsibilities for completion of Contractor Performance Reports. Remove Contractor Performance Report deliverable. Add new Clause 'Retention of Documentation'.	Jun 2014
2	B.2.7 B.10	Deleted reference to priority access requirements, which is now out-dated. Deleted the requirement for Priority Start Building Calculation in the Schedule of Deliverables – Contract Documentation.	Oct 2015
3	B.9.4 Sustainability Initiatives B.9.4.1 B.9.4.6 B.10 Schedule of Deliverables	Replace reference to 'matrix' with 'scorecard'. Use of checklist instead of scorecard for projects < \$2m. Energy Report delivered at Design Development not Schematic Design. Remove reference to NABERS. Reference to relevant data entered in the Scorecard and Checklist. Minor amends Schematic Design Design Development Contract Documentation Replace reference to 'matrix' with 'scorecard'. Complete checklist if project cost is less than \$2m (not \$1m). Energy Report delivered at Design Development not Schematic Design.	Dec 2015
4	A.8.1.3 A.8.1.6 C.8.1	Amended clause for Civil Liability Act 2002 (WA) Threshold for public disclosure of contract information increased to \$50,000 Engineering experience and competence amended in accordance with accreditation requirements of Engineers Australia.	Mar 2016

NO	CLAUSE NUMBER	AMENDMENT	EFFECTIVE DATE
5	A.6.7.3 B.9.11	Supplier Demerit Scheme – Clause added to make consultants subject to the demerits scheme  Consultant’s Attestation re Tender Documents – Clause added to identify consultants obligations in relation to the preparation of documents for tender  General re-numbering to accommodate inclusions	Sep 2017
6	A.1.4 A.7.18  A.7.19 B.10  Throughout	Contact Person – Updated details.  Consultant Declaration – Clause added to require consultants to complete and submit a probity declaration prior to commencement of work under the commission.  Consultant Attestation – Tender Documents – Moved clause to sit under Terms and Conditions of the Panel  Schedule of Deliverables – added requirement to submit Consultant Probity Declaration  Changed references to ‘Indigenous’ to ‘Aboriginal’.	Apr 2018
7	A.1.2  New clause B.2.8.3  B.4.1	Clause A.1.2 – Lodgement of Tender – remove postal option for submission of tenders.  New Clause B.2.8.3 and subclauses B.2.8.3.1 and B.2.8.3.2 – Limit on Discretion to Reduce Security – insert limitation on superintendent’s representative’s discretion to reduce security under building works contracts.  B.4.1 – Development Approval – update terminology and amounts in relation to development approvals.	1 Apr 2019
8	All sections  A.7.19 Consultants Attestation– Tender Documents	Change all references to finance.wa.gov.au website to the new wa.gov.au website  Additional requirement added ‘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.	1 Dec 2019
9	Throughout  B.14	Remove references to “BMW” and where relevant replace with “Department of Finance” or ‘Finance’  Update Asbestos Incident Management Flowchart to rectify formatting errors	1 Mar 2020
10	B.9.8 Disbursements	Clause updated to align with the ‘Approach to the Management of Disbursements in Works Contracts’ Fact Sheet on the WA.gov.au website.	1 Mar 2020

NO	CLAUSE NUMBER	AMENDMENT	EFFECTIVE DATE
11	A.1. Introduction	The maximum fee threshold for commissions from the Panel has been increased from \$150,000 to \$250,000 GST inclusive.	14 May 2020
	A.6.1. For Principal Direct Consultant Engagement	The maximum fee threshold for commissions from the Panel has been increased from \$150,000 to \$250,000 GST inclusive.	
	A.6.3. Buying Rules	The maximum fee threshold for commissions from the Panel has been increased from \$150,000 to \$250,000 GST inclusive. Therefore, the open tender threshold has also been increased from \$150,000 to \$250,000 GST inclusive.	
12	A.1.4. Contact Person	Section removed. Refer to WA.gov.au for contact person details.	31 Jul 2020
	Schedule 1 to Part A: COVID-19	In response to the COVID-19 pandemic, the Principal wishes to incorporate COVID-19 specific relief provisions into the Contract.	
	A.7.1 Definitions	Definition of Buy Local Policy added.	
13	A.7.1 Definitions	In accordance with the direction that the Buy Local Policy 2002 be phased out during a planned 6-month transition to the WA Buy Local Policy 2020, please be advised that the definition of Buy Local Policy has been amended.	22 Sep 2020
14	A.1.1 Term	The Panel term has been extended to 12 September 2022.	23 Feb 2021
15	A.1.1 Term	The Panel term has been extended to 12 September 2023.	12 Sep 2022
16	A.1.1 Term	The Panel term has been extended to 12 March 2024.	27 Jun 2023
17	A.1.1 Term	The Panel term has been extended to 12 April 2025.	11 Mar 2024

# TABLE OF CONTENTS

<b>A. PART A – PANEL REQUEST</b> .....	<b>9</b>
<b>A.1 INTRODUCTION</b> .....	<b>9</b>
A.1.1 TERM.....	9
A.1.2 SUBMISSION OF OFFER .....	10
A.1.3 NON-MANDATORY TENDER BRIEFING .....	10
<b>A.2 STRUCTURE OF THIS REQUEST</b> .....	<b>11</b>
<b>A.3 OBJECTIVES OF THE PANEL</b> .....	<b>11</b>
<b>A.4 SUMMARY OF SERVICES</b> .....	<b>12</b>
<b>A.5 ASSESSMENT PROCESS</b> .....	<b>13</b>
A.5.1 ELIGIBILITY REQUIREMENTS.....	13
A.5.2 ASSESSMENT OF OFFERS.....	14
A.5.3 SELECTION CRITERIA.....	14
<b>A.6 PANEL OPERATION</b> .....	<b>15</b>
A.6.1 FOR PRINCIPAL DIRECT CONSULTANT ENGAGEMENT .....	15
A.6.2 FOR LEAD CONSULTANT TO APPOINT SUBCONSULTANT .....	15
A.6.3 BUYING RULES .....	16
A.6.4 PROJECT ALLOCATION FACTORS .....	17
A.6.5 REGIONAL PROJECTS .....	17
A.6.6 ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE POLICY .....	18
A.6.7 CONSULTANT PERFORMANCE MONITORING .....	19
A.6.8 CHANGES IN CORPORATE CIRCUMSTANCES .....	20
A.6.9 CHANGES IN SPECIFIED PERSONNEL.....	21
A.6.10 COMPETENCY AND QUALITY OF SPECIFIED PERSONNEL.....	21
A.6.11 PANEL MEMBERSHIP .....	21
A.6.12 PROVISION OF INFORMATION.....	22
A.6.13 FEES.....	23
A.6.14 INVITATION FOR PROPOSAL AND LETTER OF COMMISSION .....	24
A.6.15 PAYMENTS .....	24
A.6.16 ACCESS TO PANEL BY THIRD PARTIES.....	25
<b>A.7 TERMS AND CONDITIONS OF THE PANEL</b> .....	<b>27</b>
A.7.1 DEFINITIONS .....	27
A.7.2 DISCRETION.....	28
A.7.3 PRINCIPAL'S RIGHTS .....	29
A.7.4 CANCELLATION AND VARIATION .....	29
A.7.5 NO CLAIM.....	29
A.7.6 FURTHER INFORMATION.....	29
A.7.7 SUBMISSION OF OFFER .....	30
A.7.8 AGREEMENT WITH REQUEST CONDITIONS .....	30
A.7.9 AGREEMENT BY RESPONDENT .....	30
A.7.10 OFFER VALIDITY PERIOD .....	30
A.7.11 CONFIDENTIALITY.....	31
A.7.12 CONFLICT OF INTEREST .....	31
A.7.13 OWNERSHIP / INTELLECTUAL PROPERTY.....	32
A.7.14 ADDENDA .....	32
A.7.15 DISCLOSURE OF INFORMATION .....	32
A.7.16 GST/RECIPIENT CREATED TAX INVOICE AGREEMENT.....	32
A.7.17 NO GUARANTEE OF WORK .....	33
A.7.18 CONSULTANT DECLARATIONS .....	33
A.7.19 CONSULTANT'S ATTESTATION - TENDER DOCUMENTS.....	33

<b>A.8</b>	<b>CONTRACTING</b>	<b>34</b>
A.8.1	CONTRACTING FRAMEWORK	34
A.8.2	ACCESS BY THE AUDITOR GENERAL	36
A.8.3	NOTICE OF CLAIMS	36
A.8.4	APPROVALS	36
<b>SCHEDULE 1 TO PART A: COVID-19</b>		<b>37</b>
<b>B.</b>	<b>PART B - SPECIFICATION</b>	<b>42</b>
<b>B.1</b>	<b>SPECIALIST DISCIPLINE CATEGORIES</b>	<b>43</b>
<b>B.2</b>	<b>SCOPE OF SERVICE</b>	<b>44</b>
B.2.1	GENERAL	44
B.2.2	PROJECT DEFINITION PLAN	45
B.2.3	BRIEF FINALISATION	45
B.2.4	SCHEMATIC DESIGN	45
B.2.5	DESIGN DEVELOPMENT	46
B.2.6	CONTRACT DOCUMENTATION	47
B.2.7	TENDERING	49
B.2.8	CONTRACT ADMINISTRATION	51
B.2.9	PRACTICAL COMPLETION	53
B.2.10	FINAL COMPLETION	54
B.2.11	POST COMPLETION SERVICES (MAINTENANCE)	54
B.2.12	REPORTING	55
<b>B.3</b>	<b>BUILDING DESIGNER - CORE SERVICES</b>	<b>55</b>
B.3.1	CONCEPT DESIGN	55
B.3.2	DESIGN DEVELOPMENT	56
B.3.3	TOWN PLANNING/DEVELOPMENT APPLICATION	56
B.3.4	CONSTRUCTION DOCUMENTATION	57
B.3.5	TENDERING	57
B.3.6	CONTRACT ADMINISTRATION	57
B.3.7	ADDITIONAL BUILDING DESIGN SERVICES	58
<b>B.4</b>	<b>APPROVALS AND PERMITS</b>	<b>61</b>
B.4.1	DEVELOPMENT APPROVAL	61
B.4.2	BUILDING ACT 2011 (WA)	62
<b>B.5</b>	<b>HERITAGE REQUIREMENTS</b>	<b>65</b>
<b>B.6</b>	<b>LOCAL AUTHORITY CONSULTATION</b>	<b>65</b>
<b>B.7</b>	<b>UNIVERSAL ACCESS</b>	<b>66</b>
<b>B.8</b>	<b>PROJECT GOVERNANCE</b>	<b>66</b>
<b>B.9</b>	<b>DETAILED INSTRUCTIONS</b>	<b>66</b>
B.9.1	DESIGN PERFORMANCE AND OPERATIONAL REQUIREMENTS	66
B.9.2	ANALYSIS OF ALTERNATIVE DESIGN SOLUTIONS	67
B.9.3	WHOLE OF LIFE COST PLAN	67
B.9.4	SUSTAINABILITY INITIATIVES	68
B.9.5	RISK MANAGEMENT PLAN	71
B.9.6	POLICIES AND GUIDELINES	72
B.9.7	RESTRICTIONS ON ACCESS TO SCHOOLS AND OTHER GOVERNMENT SITES	72
B.9.8	DISBURSEMENTS	73
B.9.9	WORK AT EXISTING PREMISES	74
B.9.10	DOCUMENTATION	74
B.9.11	PROJECT HANDOVER	77
B.9.12	MINIMUM REQUIREMENTS FOR STRUCTURAL DESIGN CHECKING	78
B.9.13	SCHEDULE OF DELIVERABLES	80
B.9.14	RETENTION OF DOCUMENTATION	80

<b>B.10</b>	<b>SCHEDULE OF DELIVERABLES .....</b>	<b>81</b>
<b>B.11</b>	<b>CONSULTANT SUSTAINABILITY PROVISIONS REPORTING CHECKLIST .....</b>	<b>89</b>
<b>B.12</b>	<b>BUILDING EQUIPMENT MAINTENANCE / REPLACEMENT SCHEDULE .....</b>	<b>92</b>
<b>B.13</b>	<b>RECORDING OF STRUCTURAL DESIGN LOADS.....</b>	<b>93</b>
<b>B.14</b>	<b>ASBESTOS INCIDENT FLOWCHART.....</b>	<b>94</b>
<b>B.15</b>	<b>SAMPLE ANNEXURE.....</b>	<b>95</b>
<b>C.</b>	<b>PART C - RESPONDENT'S OFFER.....</b>	<b>100</b>
<b>C.1</b>	<b>NOTE TO RESPONDENT .....</b>	<b>100</b>
<b>C.2</b>	<b>IDENTITY OF RESPONDENT .....</b>	<b>100</b>
<b>C.3</b>	<b>CORPORATE STATUS .....</b>	<b>101</b>
<b>C.4</b>	<b>NOMINATED SPECIALIST DISCIPLINE CATEGORY .....</b>	<b>102</b>
<b>C.5</b>	<b>CLAIM FOR REGISTRATION AS A REGIONAL BUSINESS.....</b>	<b>104</b>
<b>C.6</b>	<b>ELIGIBILITY REQUIREMENTS .....</b>	<b>104</b>
<b>C.7</b>	<b>SELECTION CRITERIA .....</b>	<b>106</b>
<b>C.8</b>	<b>SUBMITTED HOURLY RATES .....</b>	<b>111</b>
<b>C.9</b>	<b>COMPLIANCE AND DISCLOSURE REQUIREMENTS .....</b>	<b>115</b>
<b>C.10</b>	<b>INSURANCE REQUIREMENTS .....</b>	<b>117</b>
<b>C.11</b>	<b>RECIPIENT CREATED TAX INVOICE AGREEMENT .....</b>	<b>118</b>
<b>C.12</b>	<b>CLAIM FOR REGISTRATION FOR ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE.....</b>	<b>119</b>
<b>C.13</b>	<b>ACCESS TO PANEL BY THIRD PARTIES .....</b>	<b>120</b>
<b>C.14</b>	<b>NATSPEC REQUIREMENTS.....</b>	<b>120</b>
<b>C.15</b>	<b>CONFIRMATION OF ATTACHMENTS .....</b>	<b>121</b>
<b>C.16</b>	<b>RESPONDENT'S CERTIFICATION OF THE OFFER .....</b>	<b>122</b>
	<b>SCHEDULE 1 - W.A. GOVERNMENT AMENDMENTS TO AS 4122-2010.....</b>	<b>123</b>
	<b>SCHEDULE 2 - USAGE STATISTICS.....</b>	<b>139</b>

#### COPYRIGHT

Copyright in this document is reserved to the Crown in the right of the State of Western Australia. Reproduction is prohibited other than in accordance with copyright law or with the prior written consent of the Director General, Department of Finance or the Attorney General.



## A. PART A – PANEL REQUEST

### A.1 INTRODUCTION

Government is committed to good design quality in its public projects. By definition, good design achieves value for money, which remains *the* key objective for Government. Value for money is about achieving the optimum balance of whole of life costs and quality to meet Government's requirements.

The Department of Finance (Finance), delivers the State Government's non-residential building program. Finance leads the planning, management and delivery of new government buildings, building maintenance and office accommodation to support the delivery of services to the community.

Finance, on behalf of the Principal, is seeking to establish a new Panel of capable engineering and building specialist consultancy firms so it can efficiently procure these services.

Depending on the services required, a consultant firm may be commissioned from the Panel, for a specific service requirement or be awarded a package of work up to a maximum fee of \$250,000 GST inclusive. Engagement from the Panel may be on an hourly rates basis by direct selection and appointment.

Commissions greater than \$250,000 or with special requirements, will be advertised for open public tender.

This Engineering and Building Specialists Panel 2014, will replace the following arrangements upon their expiry:

- (i) Engineering and Hydraulic Services Panel 2007 (RFP 36780 06);
- (ii) Regional Consultancy Panel (RFP 1248007); and
- (iii) Small Value Consultancy Panel (RFP 1854408).

The services required under this Panel relate to projects or assets managed by Finance in metropolitan and regional Western Australia.

Architectural services are covered by another specific Finance procurement arrangement therefore Architects need not apply for this Request.

This Panel reflects the intention of both Finance and industry to deliver public projects through a collaborative approach.

#### A.1.1 TERM

The Panel term has been extended to **12 April 2025**.

## A.1.2 SUBMISSION OF OFFER

The Respondent may submit the Offer through one of the following options:

- (i) By hand at: **Finance Tenders Office, Ground Floor, Optima Centre, 16 Parkland Road, Osborne Park WA 6017.**

The Respondent must provide one (1) original, plus six (6) stapled copies marked “copy” and one (1) compact disc or USB thumb drive copy.

OR

- (ii) Electronically: **by uploading at Tenders WA: [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au)**

The Offer can only be submitted to [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) if the size of the Offer is equal to or less than 20 megabytes. The Respondent must be registered with Tenders WA to submit an Offer electronically. Note: it is recommended to register well before the closing time.

The Respondent is encouraged to utilise the online assistance available on the Tenders WA website.

**Please allow sufficient time for the submission of Offers as late Offers will not be accepted.**

## A.1.3 NON-MANDATORY TENDER BRIEFING

A non-mandatory briefing to Respondents will be conducted on:

Date: **Friday 18 October 2013**

Time: 10.00 – 11.30 am

Location: Town Hall – Optima Centre, 16 Parkland Road, Osborne Park WA

The Respondent is requested to confirm their attendance by **Friday 11 October 2013** by emailing [andrew.murray@finance.wa.gov.au](mailto:andrew.murray@finance.wa.gov.au)

Respondents are strongly encouraged to attend the briefing.

## A.2 STRUCTURE OF THIS REQUEST

This Request comprises of three parts – Part A, Part B and Part C, which respectively describe how the Panel will function (including the evaluation of Offers and the Panel appointment process), the scope of services and the format of the Respondent's Offer.

### Applicable Codes and Standards

Respondents should note that the applicable General Conditions of Contract for Commissions under this Panel are:

AS 4122-2010 "General Conditions of Contract for Consultants (incorporating Amendment No.1)", as amended by the WA Government Amendments to AS4122-2010 in Schedule 1.

Respondents are also required to comply with:

- (i) AS 4120-1994 Code of Tendering;
- (ii) AS 4121-1994 Code of Ethics and Procedures for the Selection of Consultants; and
- (iii) National Code of Practice for the Construction Industry 1997.

These codes and standards can be located at: <http://www.standards.org.au> and <http://www.apcc.gov.au/SitePages/Home.aspx>

Unless advised otherwise by the Principal, the General Conditions applicable to works contracts are AS 2124-1992 General Conditions of Contract with WA Government Amendments, included in the Annexure.

## A.3 OBJECTIVES OF THE PANEL

The Engineering and Building Specialists Panel 2014 has been developed to support Finance in delivering its services in planning, delivering and maintaining the State Government's non-residential buildings portfolio, in both metropolitan and regional Western Australia.

The objectives of the Panel are to:

- (i) Enable the prompt engagement of suitable Consultants;
- (ii) Reduce the time, effort and cost in tendering for and establishing contracts;
- (iii) Demonstrate good procurement practice; and
- (iv) Achieve value for money.

## A.4 SUMMARY OF SERVICES

Refer to Part B for full details. The Services required by Finance include, but are not limited to, the following:

1. Structural Engineering
2. Electrical Engineering
3. Mechanical Engineering
4. Civil Engineering
5. Geotechnical Engineering
6. Fire Safety Engineering
7. Acoustic Engineering
8. Environmental Engineering
9. Environmentally Sustainable Design (ESD)
10. Information, Communication and Technology (ICT)
11. Hydraulic Services
12. Security Consultants
13. Traffic Engineering
14. Land Surveying
15. Time Programming
16. Logistics Planning & Materials Handling
17. Hazardous Materials
18. Ethnographic and Archaeological Services
19. Building Design
20. Landscaping Design
21. Machinery Design
22. Theatre Consultant Advisory Services
23. Other Related Value Added Services.

Respondents will be required to demonstrate in their Offer, their design, documentation and contract administration experience in new works, restoration work and in the development of maintenance specifications for plant and equipment.

Finance reserves the right, at any time, at its absolute discretion, to add or remove disciplines as required to meet the Government's works program.

Should a particular service area be required and is not identified in the list above, Finance reserves the right to initially seek responses from the current Panel Members. Should these services not be available through the Panel, then it may source services outside this Panel Arrangement.

Appointment to the Panel is not a promise that Panel Members will be engaged by the Principal to provide services.

## A.5 ASSESSMENT PROCESS

For certain types of specialist disciplines, Respondents are required to be registered or licensed with professional bodies in Australia in order to practice. Where that is the case, Respondents will be required to demonstrate that they have the necessary registration or licence to operate professionally.

### A.5.1 ELIGIBILITY REQUIREMENTS

To be eligible for consideration, Respondents must meet the following requirements:

#### A.5.1.1 ENGINEERING DISCIPLINES

- (i) For each Engineering discipline nominated, the director, partner, manager, or other person responsible for the discipline concerned shall hold a recognised academic qualification in Engineering for the relevant discipline from a university or similar educational institution and be eligible for membership of the National Professional Engineers Register (NPER) and/or Engineers Australia (MIE Aust) and/or be a Chartered Engineer (CPEng) or an equivalent professional association.
- (ii) The person nominated by the Respondent in relation to (i) above must have worked in the elected Engineering discipline for a minimum of five (5) years.
- (iii) Security consultants shall be licensed under the *Security and Related Activities (Control) Act 1996 (WA)* as amended. Copies of licence papers and associated conditions must be submitted with the Offer.
- (iv) Acoustic consultants shall be member firms of the Association of Australian Acoustical Consultants.

#### A.5.1.2 BUILDING SPECIALISTS DISCIPLINES

For each building specialist discipline nominated by the Respondent, the director, partner, manager, or other person responsible for the discipline concerned should:

- (i) Hold a relevant qualification in the related field, where applicable, such as Diploma, Associate Diploma and Advanced Diploma; and
- (ii) Demonstrate a minimum of five (5) years' experience in the related field; and
- (iii) Provide details of relevant professional memberships/accreditation and licensing requirements, where applicable.

Where Respondents do not hold a relevant qualification in the related field, they will be required to demonstrate their competency and experience to a high standard to the satisfaction of the Evaluation Panel.

Where there is a requirement for the Respondent to be registered or licensed in order to practice, Respondents will be required to demonstrate that they have the necessary current registration or licence to operate professionally and lawfully.

Refer to Part C Clause C.6 for additional professional accreditation, licensing and experience requirements.

## A.5.2 ASSESSMENT OF OFFERS

Finance, on behalf of the Principal, will establish an Evaluation Panel to assess conforming Offers that meet the eligibility requirements in Part A Clause A.5.1. The Evaluation Panel will:

- (i) Include Finance staff with relevant expertise;
- (ii) Assess Offers against each Engineering or Building Specialist discipline nominated by Respondents; and
- (iii) Evaluate the Respondent's suitability for membership on the Panel based on the extent to which they meet the selection criteria described in Part A Clause A.5.3.

Panel membership will be awarded to the Respondents who demonstrate that they have sufficient capability and capacity to provide high quality Services in one or more disciplines.

The Principal reserves the right to appoint as many or as few Respondents to the Panel, as it sees fit.

## A.5.3 SELECTION CRITERIA

Offers will be assessed against the following Selection Criteria for each discipline submitted:

1.	Track Record of the Firm
2.	Expertise of Specified Personnel

The criteria will not be point scored.

Each submission for each discipline will be assessed and deemed to have either "Met Requirements" or "Did Not Meet Requirements", based on the extent to which Respondents satisfactorily demonstrate their suitability against each of the selection criteria and subject to Respondent's satisfying the eligibility requirements outlined in Part A Clause A.5.1.

## **A.6 PANEL OPERATION**

### **A.6.1 FOR PRINCIPAL DIRECT CONSULTANT ENGAGEMENT**

Panel Members may be directly engaged to provide specialist services or may be appointed in the role of Lead Consultant to coordinate consultant services.

Project Managers may engage Panel Members for Commissions up to \$250,000 from the Panel using the following process:

1. The Project Manager will determine the scope and nature of services required and estimates the number of hours required and the consequent cost of the Commission.
2. The Project Manager may directly appoint a Panel Member from the Panel in accordance with the Buying Rules contained in Part A Clause A.6.3.
3. The Project Manager will advise the Panel Member's representative, through an Invitation for Proposal letter, of the proposed scope of work and will seek confirmation on the availability of the key personnel nominated by the Panel Member in its Offer.

Where the scope is clearly defined, the Project Manager will request a Lump Sum Fee proposal from the Panel Member based on the current nominated hourly rates agreed by the Principal under this Panel Arrangement within the timelines required.

If the scope is not clearly defined at the outset, fees shall be based on the current submitted hourly rates agreed by the Principal under this Panel Arrangement.

If Commissioned on that basis, the Panel Member agrees that once the scope of work is clearly defined, the Project Manager may in his or her reasonable and sole discretion subsequently set a Lump Sum Fee for that Commission. This Lump Sum Fee will be based on the now clearly defined scope of work, time required to perform that work, and the hourly rate, in agreement with the Panel Member.

4. Issue a formal Letter of Commission to the successful Panel Member that specifies the Services to be performed under the Commission and relevant contract conditions.

### **A.6.2 FOR LEAD CONSULTANT TO APPOINT SUBCONSULTANT**

Where the Principal separately engages a Lead Consultant, the Lead Consultant may seek approval from the Project Manager for the engagement of any required specialist services Subconsultants.

The Lead Consultant may seek to engage its own Subconsultants or utilise the Panel Arrangement to engage required specialist services Subconsultants. When requested, the Project Manager will provide the Lead Consultant with online access to the current list of Panel Members' hourly rates.

Where a Lead Consultant elects to engage Subconsultants outside of existing Finance professional consultancy panel arrangements, sufficient quotes must be obtained to demonstrate that a value-for-money outcome has been achieved, with at least one quote obtained directly from the relevant sub-consultancy panel arrangement.

Panel Members may be engaged by the Lead Consultant under terms and conditions consistent with and complementary to those under which the Lead Consultant is engaged and shall not impact on the Lead Consultant's obligations to the Principal.

When being commissioned by a Lead Consultant, Panel Members (as Subconsultants) agree that:

- (i) The Principal is not a party to the contract between the Lead Consultant and the Subconsultant;
- (ii) The Principal has not made any representations to the Lead Consultant as to capacity or the services to be performed by the Panel Member; and
- (iii) The Lead Consultant is appointing the Panel Member on the basis of investigations made by the Lead Consultant as to the suitability, qualifications and experience of the Panel Member to perform the Lead Consultant's contractual requirements.

The Lead Consultant shall not change any member of its project team or any of its Subconsultants or allow its Subconsultants to change any members of their project teams that formed part of the Respondent's Offer, without prior written approval of the Principal.

Panel Members agree that the Principal may direct the Lead Consultant to remove from the project, or from any activity connected with the work under the contract within such time as the Principal directs, any person employed in connection with the Commission, who, in the opinion of the Principal, is guilty of misconduct or is incompetent or negligent. The person shall not thereafter be employed on the Commission or on activities connected with the Commission without the prior written approval of the Principal.

Sub consultants shall be responsible for the preparation and submission of As Constructed Drawings - electronic (to the CADD Protocols for Contract Deliverables manual) clearly marked "AS CONSTRUCTED DRAWINGS".

### A.6.3 BUYING RULES

The following buying rules will guide the selection of a Panel Member for a Commission:

<b>Commission Details</b> (Fee is inclusive of GST)	<b>Selection Method</b>
Up to \$250,000	Direct appointment for selection of a single firm from the Panel for a specific service requirement or package of work.  Primary consideration is to be given to Panel Members with a local regional business presence.
Greater than \$250,000	Open public tender.

Respondents agree that the buying rules apply to both to the Commission of Panel Members by the Principal directly and Commission of Subconsultants by Lead Consultants.

The Principal reserves the right to modify the buying rules at its sole discretion at any time with reasonable written notice to Panel Members and Lead Consultants.

The Principal may allocate at its discretion more work to Panel Members that demonstrate consistency in performance as set out in Part A Clause A.6.7.



## A.6.4 PROJECT ALLOCATION FACTORS

In selecting Panel Members for a Commission, Project Managers will take into consideration the following factors:

- (i) Nature of the work, including its risk profile;
- (ii) Known expertise, experience and availability of staff of the Panel Members;
- (iii) Past performance of the Panel Members;
- (iv) Current and previous allocation of work across the Panel;
- (v) Stakeholder requirements; and
- (vi) Proximity of Panel Member's place of business to the project (regional projects).

## A.6.5 REGIONAL PROJECTS

For regional projects, the Principal may give preference to Panel Members that are determined to be a *business with a regional presence* where the Principal, at its sole discretion, determines that the Panel Member or Panel Members meet the project specific requirements. In making this determination, the Principal may take into consideration factors such as; potential for reduced cost of disbursements; local experience and knowledge; and the need for site attendance to be frequent or at short notice. These considerations will be in addition to the overall experience and capacity of the Panel Member.

Refer to Part C Clause C.5 Respondent's Claim for Registration as a Regional Business.

To receive consideration as a regional business, the Respondent must demonstrate that it has a genuine place of business in the region.

### A.6.5.1 GENUINE BUSINESS PRESENCE IN A REGION

To receive consideration as a business with a regional presence the Respondent must demonstrate that it has a genuine business presence in the region. A genuine regional business presence may be a permanent office or a branch office that is the Respondent's principal place of business located in the region.

The Respondent must demonstrate that their permanent operational regional office is a genuine place of business. In assessing whether the regional office is bona fides, the Principal may take into consideration, but is not necessarily limited to, the following:

- (i) Whether the regional office is a permanent fixed establishment (not a post office box or temporary facility such as a site office or caravan);
- (ii) Whether the regional office has been operational and business conducted from that establishment being active in the local building and construction industry for a period of not less than six (6) months;
- (iii) Whether the regional place of business will continue to remain operational and active in the local building and construction industry after the completion of the contract;
- (iv) Whether established communication facilities such as telephones, fax machines etc (not only mobile phones) exist;

- (v) Whether the regional place of business is resourced by at least one person who resides within the region, who is a permanent employee of the Respondent (not contract staff) and who has relevant building and construction experience; and
- (vi) Whether the place of business is marketed by the Respondent's legal entity by way of corporate publications (letterheads), telephone directory listings, website, etc.

### **A.6.5.2 MANAGE THE CONTRACT FROM THE PERMANENT OPERATIONAL OFFICE**

When considering whether the contract will be managed from the Respondent's permanent regional operational office, the Principal may request that the Respondent demonstrate that the permanent employee(s) located in its regional permanent operational office will be actively involved in the day to day technical performance of the works under the contract. This does not prohibit the Respondent from carrying out some of the works under the contract from another office or by employees from other offices.

### **A.6.6 ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE POLICY**

One of the key objectives in the State Government's Indigenous Economic Development Strategy is to achieve a sustained increase in the level of supply of services to Government by enterprises that employ, or are owned and operated by, Aboriginal residents of Western Australia. Any increased access to service contracts by Aboriginal owned and operated enterprises or by enterprises with a strategy for employing Aboriginal people provides increased employment and economic opportunities for Aboriginal Western Australians.

Respondents selected for the Panel that comply with the requirements of Finance's Aboriginal Enterprise and Employment Tendering Preference Policy may be given priority for suitable projects.

Refer to Part C Clause C.12 on registration for Aboriginal Enterprise and Employment Tendering Preference.

#### **Definitions**

The following definitions relate to the Aboriginal Enterprise and Employment Tendering Preference Policy:

The term *Aboriginal Person* means a person who is of Aboriginal or Torres Strait Islander descent who identifies as such and is accepted as such by the community in which he or she lives or has lived.

The term *Aboriginal Enterprise* means:

- (i) A sole trader, where the person is an Aboriginal Person; or
- (ii) A partnership or firm, where not less than 50% of the partners are Aboriginal Persons; or
- (iii) A corporation that has its registered and head offices in Western Australia, where Aboriginal Persons own not less than 50% of the legal entity submitting the tender.

The term *Aboriginal Employer* means any legal entity that employs an *Aboriginal Person*, including an apprentice or a trainee.

The term *Joint Venture with Aboriginal Participation* means a joint venture between any Aboriginal Enterprise and non-Aboriginal Enterprise where not less than 50% of the equity in the joint venture is owned by the Aboriginal Enterprise.

## A.6.7 CONSULTANT PERFORMANCE MONITORING

Appointment to the Panel, and remaining a Panel Member, is not based solely on a one-off assessment of Offers, but rather an ongoing process of monitoring a Panel Member's performance. Finance is introducing performance reporting by which Project Managers measure and report on the performance of Consultants against criteria related to their Commissions.

This process will assist both parties reaching a common understanding of expectations in relation to the Services to be delivered, as well as helping to identify areas in which the Consultant is excelling and any areas that require improvement.

A Performance Management Framework is under development and standard assessment criteria and related weightings will be determined following further consultation with industry. However, until such time as the Framework is finalised, the Project Manager remains responsible for outlining the standard of performance required under a specific Commission.

The Principal will seek to allocate higher proportions of appropriate work to members that demonstrate consistent quality performance.

The Principal at its sole discretion may review the status of any Panel Member, at any time, and may temporarily suspend or remove any Panel Member if it, or any of its personnel:

- (i) Fails to perform satisfactorily or breaches the requirements of the Panel on a repeated basis;
- (ii) Exposes government to significant financial loss;
- (iii) Engages in unprofessional conduct or unreasonable dealings with the Principal or its agents;
- (iv) Makes negative comments about the Principal or its agents to other parties;
- (v) Fails to keep the Principal informed in accordance with the requirements of the Panel;
- (vi) Repeatedly accepts a Commission for a project and does not provide the promised personnel for the project without good reason; or
- (vii) Repeatedly declines offers for work.

Before such action is taken, the Panel Member will be given details of the matters prompting the Principal's concern and will be given an opportunity to justify why it should not be suspended or removed.

The Principal will continue to develop its performance monitoring mechanisms as it sees fit and will advise Panel Members as required.

### **A.6.7.1 REPORTING PERIODS**

The reporting periods are to be determined by the Project Manager with the Consultant at the initial meeting following engagement of the Consultant.

For projects with a lifespan of twelve (12) months or less, performance reports are required to be completed by Project Managers immediately following practical completion.

For projects progressing longer than twelve (12) months, performance reports are required to be completed by Project Managers at the following key project stages:

- (i) After twelve (12) months, and every twelve (12) months thereafter, and
- (ii) Immediately following practical completion.

Alternatively, the Project Manager may initiate a performance review at any stage during the project, as a result of unsatisfactory performance by the Consultant.

### **A.6.7.2 CONTRACTOR PERFORMANCE MONITORING**

From 1 July 2014, Lead Consultants will no longer have the responsibility for the completion of Contractor Performance Reports (CPR). The Project Manager has the primary responsibility of completing the CPR, with input from the Superintendent's Representative.

### **A.6.7.3 SUPPLIER DEMERIT SCHEME**

Panel Members are subject to Finance's Supplier Demerit Scheme. Details of the scheme are available on the WA Government website which can be accessed through <https://www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/supplier-performance-management-government-non-residential-building-projects>

## **A.6.8 CHANGES IN CORPORATE CIRCUMSTANCES**

Significant changes in corporate circumstances and Specified Personnel may affect the ability of a member to fulfil its obligations under the Panel.

Panel Members must notify the Principal at least two (2) months before the change is proposed to occur of any significant changes to the Panel Member's circumstances, such as corporate restructures, takeovers/mergers, changes in ABN/ACN etc. The contact for such notifications is the Panel Manager for this Panel.

Major changes in the Panel Member's circumstances may trigger a reassessment of its continuing Panel membership. In such circumstances, the Principal will contact the Panel Member to discuss the necessary course of action. Failure to notify the Panel Manager of major changes may result in a re-assessment of the Member's status on the Panel.

Panel Members must not purport to transfer, assign or novate their Panel membership without the express written consent of the Principal. Panel Members in breach of this requirement may have their Panel membership suspended or terminated by the Principal as it sees fit.

Panel Members will be deemed to have purported to transfer, assign or novate their Panel membership if there has been a change of the legal entity or the controlling interests of the legal entity purporting to provide Services under the Panel. Where this has occurred without the express written consent of the Principal, the Panel Member is in breach of this Panel Arrangement and its Panel membership may be suspended or terminated by the Principal as it sees fit.

## **A.6.9 CHANGES IN SPECIFIED PERSONNEL**

Panel Members must notify the Principal within two (2) weeks of changes occurring to its Specified Personnel. The Principal may either accept the change of the Specified Personnel or reassess the Panel Member's capacity to discharge its obligation under the Panel Arrangement and any current or future Commission. If the Principal forms a view in its absolute discretion that the Panel Member will not have sufficient capacity to discharge those obligations as a result of the change to Specified Personnel, then the Principal may suspend or terminate the Panel Member's membership to the Panel as the Principal sees fit.

### **A.6.10 COMPETENCY AND QUALITY OF SPECIFIED PERSONNEL**

Panel Members shall:

- (i) Ensure that its systems, processes and procedures used to source, screen (including Police Clearance), test and hire personnel that will undertake work for the Principal are robust and of a high standard;
- (ii) Ensure that personnel undertaking work for the Principal are appropriately qualified, skilled and experienced for the work in the relevant Specialist Discipline Category; and
- (iii) Manage the performance of personnel undertaking work for the Principal.

### **A.6.11 PANEL MEMBERSHIP**

The Principal reserves the right at any time to increase or decrease the number of Panel Members it wishes to retain on the Panel and to increase or decrease the type and range of Specialist Discipline Categories referred to by the Panel Arrangement to meet its works' program.

#### **A.6.11.1 CHANGES TO SPECIALIST DISCIPLINE CATEGORIES**

The Principal, at its sole discretion, may invite applications from Panel Members to submit an Offer to provide Services in additional Specialist Discipline Categories, on an as required basis, in accordance with the Principal's requirements.

Assessment of a Panel Member's submission to provide additional services by the Principal and the Principal's agreement to expand the Specialist Discipline Categories will be carried out in accordance with the terms of this Request.

The Principal may, at its sole discretion, reassess a Panel Member's suitability to remain on the Panel and suspend or terminate that Panel Member's membership to the Panel.

#### **A.6.11.2 NEW MEMBERSHIP**

The Principal may, at its sole discretion, invite Offers from new Respondents to be appointed to the Panel on an as required basis during the Term.

New Respondents will need to complete all the requirements of Part C of this Request and will be assessed similarly as previous Respondents to the Panel Request.

### A.6.11.3 WITHDRAWAL FROM PANEL

A Panel Member may withdraw, in writing, from the Panel at any time due to personal or business circumstances. If any Commissions cannot be completed prior to withdrawal from the Panel, the Principal will work with the Panel Member to reallocate work accordingly.

## A.6.12 PROVISION OF INFORMATION

### A.6.12.1 QUARTERLY REPORTING - USAGE STATISTICS

As a condition of remaining on the Panel, Panel Members may be requested to report back to Finance Panel Manager, on a quarterly basis (for quarters ending March, June, September and December of each calendar year during the Term), all details of all Commissions awarded through this Panel for the applicable quarter. The information requested must be provided using the sample template shown at Schedule 2 of this Request.

If a Panel Member has been engaged in the role of Lead Consultant, they are to itemise in the report all Commissions and all Subconsultants' appointments arising from their engagement as a Lead Consultant.

These reports from Panel Members will facilitate the analysis of the usage of the Panel and monitoring the allocation of work across the Panel.

The Panel Member is to be aware that should these reports not be submitted as required, the Principal may review the Panel Member's membership to the Panel.

### A.6.12.2 INFORMATION PROVISION SCHEDULE

Panel Members are required to comply with various policy, procedural, reporting, record keeping and contractual obligations, in accordance with the summary below:

Information	Clause Reference	Obligation	Due
Usage Statistics	A.6.12.1 Schedule 2	Submit quarterly reports of commissions awarded	Quarterly – month following the end of reporting quarter
Corporate Circumstances	A.6.8	Notify changes in corporate structures, takeovers/mergers, ABN/ACN, contact details	At least 2 months before the change is proposed to occur
Specified Personnel	A.6.9	Notify changes of Specified Personnel, including registered engineers, associates, directors and partners	Within 2 weeks of changes occurring
Insurances	A.8.1.5	Provide insurance Certificates of Currency	With the Offer and/or prior to commencing work
New Specialist Discipline Categories	A.6.11.1	Existing Panel Members apply for new or additional Specialist Discipline Categories	As required by the Principal

Submitted Hourly Rates	A.6.13.3	Review Submitted Hourly Rates	On the anniversary of the Commencement Date of the Panel
------------------------	----------	-------------------------------	--

The Principal at its sole discretion may review the status of any firm on the Panel at any time and temporarily or permanently suspend or remove any firm from the Panel should the above contractual obligations not be fulfilled.

## **A.6.13 FEES**

Commissions may be offered requiring a full or partial delivery of the Services listed in the Specification Clause B.10 Schedule of Deliverables and otherwise as set out in the Letter of Commission and Consultants may be engaged for those Services based on:

- (i) Submitted Hourly Rates;
- (ii) Lump Sum Fee; or
- (iii) Conversion of Hourly Rates to an agreed Lump Sum Fee (when scope is sufficiently defined subsequently, as set out in Part A Clause A.6.1).

### **A.6.13.1 SUBMITTED HOURLY RATE FEE**

The submitted hourly rates and any subsequent adjustments, accepted by the Principal, shall form the basis of any Commission (Refer Part C Clause C.8).

For projects lacking adequate initial scope definition, the Principal will arrange for scope clarification, generally on an Hourly Rates basis, prior to requesting conversion to an agreed Lump Sum Fee proposal.

### **A.6.13.2 LUMP SUM FEE**

For projects with adequate initial scope definition, fees shall be submitted on a Lump Sum Fee basis, as requested by the Project Manager.

The Lump Sum Fee shall be calculated by a Panel Member in response to an Invitation for Proposal from the Principal in relation to a project. The Lump Sum Fee proposed must have regard to the size and complexity of the project and shall cover all costs for the delivery of the proposed Commission by the Consultant.

The reimbursement of disbursements for costs that are in addition to the Lump Sum Fee and associated with each Commission will, only be provided upon the submission of receipts and/or invoices and should be agreed with the Project Manager BEFORE being incurred.

### **A.6.13.3 CONVERSION OF HOURLY RATES TO LUMP SUM FEE**

If the scope is not clearly defined at the outset, fees shall be based on the current submitted hourly rates agreed by the Principal under this Panel Arrangement.

If Commissioned on that basis, the Panel Member agrees that once the scope of work becomes clearly defined, the Project Manager may in his or her reasonable and sole discretion subsequently set a Lump Sum Fee. That Commission will be based on the now clearly defined scope of work, time required to perform that work and the submitted hourly rates. This will be done in agreement with the Panel Member and shall cover all associated costs.

#### **A.6.13.4 VARIATIONS**

Variations will be addressed in accordance with Clause 9 of the amended AS 4122-2010 attached in Schedule 1.

#### **A.6.13.5 CHANGES TO HOURLY RATES**

The submitted hourly rates are fixed for the first year of the Term.

Firms may re-submit adjusted hourly rates on the anniversary of the Commencement Date of the Panel. If no new rates are submitted, the previously submitted rates will apply for the following twelve (12) months. Any new hourly rates will only apply to new Commissions, commencing after written acceptance by the Principal.

### **A.6.14 INVITATION FOR PROPOSAL AND LETTER OF COMMISSION**

#### **A.6.14.1 INVITATION FOR PROPOSAL**

An 'Invitation for Proposal' will be issued to a Consultant inviting them to submit a proposal for the provision of services specific to a project. Invitations for Proposal shall include the following:

- (i) A Project Brief;
- (ii) A project specific Schedule of Deliverables (if required);
- (iii) A project specific Annexure;
- (iv) Project team nomination and availability;
- (v) Fee Breakdown - Lump Sum Fee/Hourly Rate;
- (vi) Any terms and conditions set out in the Invitation For Proposal.

#### **A.6.14.2 LETTER OF COMMISSION**

The Letter of Commission confirms the acceptance by the Principal of a Panel Members response to an Invitation for Proposal for the provision of a Service for a specific project requirement and Commission.

### **A.6.15 PAYMENTS**

Finance currently operates two payment systems: the online Project and Contract Management System (PACMAN) and Mainsaver System.

PACMAN is currently used for processing payment for major capital projects and regional projects while Mainsaver is used to process payment for minor works and maintenance services in the Perth metropolitan area. The Project Manager will advise Consultants of the applicable system at the time of Commission.



### **A.6.15.1 PROJECT AND CONTRACT MANAGEMENT SYSTEM (PACMAN)**

Consultants shall use the's online Project and Contract Management System for all fee claims relating to major capital works projects and regional projects. Access to the system will be provided by Finance upon successful appointment to the Panel, where a user name and password will be released.

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

Finance will provide on-site system training for all Consultants.

The Project and Contract Management System 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:

- (i) Run a Windows partition – this requires a reboot every time Internet Explorer is required to be run;
- (ii) Using applications which intercept Internet Explorer commands and allows them to run on the Mac; or
- (iii) 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.

Some projects are managed outside the on-line Project and Contract Management System. For these consultancies, a manual claims processing, manual payments and manual RCTI option will be used, together with a 'pay on invoice' option. Refer to Part C Clause C.11.

### **A.6.15.2 MAIN SAVER SYSTEM**

Payments for Services procured as minor capital works and maintenance services are invoice based. Claims for payments are processed through the purpose built Main Saver System.

For Consultant payments, a claim/invoice is to be sent to the Project Manager for checking and verification. All relevant project details need to be included on the invoice. The Consultant will be advised when the invoice has been paid.

### **A.6.16 ACCESS TO PANEL BY THIRD PARTIES**

The Principal may during the Term make the Panel available for the use of other parties other than the Principal. This may occur through the engagement of Panel Members directly by third parties performing functions for and on behalf of the Principal.

The Principal is in the process of separately developing a framework for the maintenance of public works using third party Facilities Managers who will be contractually responsible to the Principal for arranging that maintenance. It is envisaged that the Principal will allow access by those Facilities Managers to engage Panel Members from this Panel, to assist the Facilities Manager in performing that contractual obligation to the Principal.

It is anticipated that the specific terms and conditions governing this arrangement in respect of this Panel will be contained in a subsequent variation to this Panel Arrangement by the Engineering & Building Specialists Panel V17 (Mar 2024)

TRIM: 03495947

Principal when the Facilities Managers' framework is fully developed in the future. The engagement of Panel Members by Facilities Managers will be consistent with existing State Government and Department of Finance works policies.

Panel Members may elect in their Offer whether or not to provide Services through this Panel Arrangement to third parties in addition to the Principal, or just the Principal alone in Part C Clause C.13 of this Request.

Where Panel Members have elected and agreed in their Offers in Part C Clause C.13 of this Request to provide Services to third parties in addition to the Principal, then Panel Members have hereby agreed:

- (i) To permit the Principal to disclose the Panel Members Offer to third parties approved by the Principal who may seek to access and engage Panel Members as third parties;
- (ii) To be engaged by third parties authorised by the Principal to access this Panel;
- (iii) To provide services to relevant third parties on the same terms and conditions (including but not limited to fees) as they would to the Principal, if the Panel Member is engaged by a third party properly accessing this Panel;
- (iv) That when a third party engages a Panel Member from the Panel, the resulting contract is between the Panel Member and the third party only. The Principal shall not be a party to the contract between the Panel Member and the third party;
- (v) That any third parties accessing the Panel do not have any powers of agency or any other power express or implied to legally bind the Contract Authority; and
- (vi) To accept the terms and conditions of any variation to the Panel Arrangement (whatever they may be) by the Contract Authority to formalise the access by third parties to the Panel when the Facilities Managers framework is fully developed in the future.

## A.7 TERMS AND CONDITIONS OF THE PANEL

### A.7.1 DEFINITIONS

In this Request:

**Annexure** means the Commission specific General Conditions Annexure prepared on behalf of the Principal, an example of which is contained in Part B Clause B.15 of the Request.

**Buy Local Policy** means the 2020 policy produced by the WA State Government including all applicable Addenda.

**Commencement Date of the Panel** means the date that the Panel Arrangement commences operation as specified in the first "Letter of Appointment to Panel" to successful Respondents to this Request. In the absence of any such date being so specified, then the date of the first Letter of Appointment to the Panel issued by the Principal under the Panel Arrangement applies.

**Commission** means an engagement to perform Services for the Principal pursuant to the Panel Arrangement for either a full Commission or part Commission scope of works as set out by the relevant schedule of deliverables (see Part B Clause B.10).

**Consultant** means the Panel Member that has been commissioned to perform the required Service

**Customer** means the Government agency for which the project is being delivered.

**Facilities Manager** means a contractor who currently has an agreement with the Principal to provide property asset and/or management of maintenance services for Government agencies.

**Finance** means the Department of Finance.

**General Conditions** means AS 4122-2010 "General Conditions for Consultants (incorporating Amendment No. 1)" as amended by the WA Government Amendments to AS 4122-2010 shown in Schedule 1 of this Request.

**Invitation for Proposal** means a letter on behalf of the Principal or Lead Consultant inviting a Panel Member to provide a proposal in relation to a proposed Commission in accordance with the terms and conditions of the Panel Arrangement.

**Lead Consultant** means the Consultant that has been appointed by the Principal to lead a technical team to deliver a project.

**Letter of Appointment to Panel** a letter of acceptance issued by the Principal to a successful Respondent to this Request accepting that Respondent's Offer and appointing that Respondent to the Panel, pursuant to the terms of this Panel Arrangement.

**Letter of Commission** means a letter of acceptance issued by the Principal to a Panel Member that specifies the Services to be performed by the Panel Member under the Commission, the terms of engagement of the Commission and any amendments to the General Conditions.

**Lump Sum Fee** means the Lump Sum Fee calculated for a project by reference to Part A Clause A.6.13.2.

**Offer** means the offer submitted by the Respondent in response to this Request.

**Panel** means the Respondents that have submitted to this Request or subsequently applied for Panel membership and been appointed by the Principal to the Engineering and Building Specialists Services Panel 2014, the subject of this Request.

**Panel Arrangement** means the arrangement for the supply of Services by the Panel Members to the Principal or the Principal's Lead Consultants pursuant to the terms and conditions of this Request.

**Panel Member** means a Respondent appointed by the Principal to the Panel.

**Principal** means the Minister For Works being the body corporate created under Section 5 of the *Public Works Act 1902* (WA).

**Principal's Representative** means the individual authorised in writing by the Principal to represent the Principal.

**Project Brief** means the brief developed for a project to define the overall principles, objectives, time and cost budgets for the project.

**Project Manager** means the individual appointed in writing to represent Finance to manage the Commission.

**Request** means this Request Number 04035 Engineering and Building Specialists Panel 2014.

**Respondent** means the party submitting an Offer under this Request.

**Services** mean the services to be provided under a Commission and described in or reasonably inferred from the Scope of Services under Part B and described in the Project Brief, including the supply of Deliverables, which is described in the Letter of Commission.

**Specialist Discipline Category** means the specific specialist discipline of consultant services that the Respondent has nominated for in its Offer.

**Specified Personnel** means experienced personnel, nominated by the Respondent in their Offer, to be available for projects derived from the Panel.

**Subconsultant** means a secondary consultant that has been appointed by the Lead Consultant, from the Panel or otherwise, to provide certain services to assist in the delivery of a Commission.

**Superintendent** means the individual appointed in writing by the Principal to administer the building or works contract for a project as the Superintendent.

**Superintendent's Representative** means the individual appointed in writing by the Superintendent to act in the capacity of, and undertake specified duties for and on behalf of, the Superintendent.

**Term** means the initial Term of the Panel Arrangement and includes any extension of that initial term.

## A.7.2 DISCRETION

Where under this Panel Arrangement, the Principal has a right, power, discretion or other function (including to accept, agree, approve, comment on or reject any matter), the Principal will be entitled to exercise that right, power, discretion or other function in its absolute discretion, unless the content expressly provides otherwise.

### **A.7.3 PRINCIPAL'S RIGHTS**

The Principal reserves the right, without limiting any other rights which the Principal may have under the Panel Arrangement, and without giving any reason or prior notice to the Respondent, Panel Member or Consultant, as applicable, to:

- (i) Reject or refuse to consider or evaluate any Offer;
- (ii) Appoint suitably assessed Respondent to the Panel as it sees fit;
- (iii) Suspend or cancel the membership of any Panel Member by written notification. The period of suspension shall remain at the sole discretion of the Principal;
- (iv) Alter the composition of the Panel at any time during the operation of the Panel;
- (v) Allocate work and award contracts based on an assessment of the varying capability and capacity of the Panel Member from time to time;
- (vi) Allocate nil, any or all work under this Panel to any particular Panel Member; and
- (vii) Where it is apparent to the Principal that a person engaged under the Panel is not sufficiently capable to undertake the required work, to terminate the Commission or require the Panel Member to provide a more capable person.

### **A.7.4 CANCELLATION AND VARIATION**

The Principal reserves the right at any time to cancel, vary, supplement, supersede or replace the Request or Panel Arrangement or any part of the Request or Panel Arrangement by giving Panel Members or Respondents (as the case may be) timely written notification.

### **A.7.5 NO CLAIM**

To the extent permitted by law, the Respondent will have no claim against the Principal arising from or in connection with the exercise or failure to exercise the Principal's rights under this Request.

### **A.7.6 FURTHER INFORMATION**

After the submission of an Offer, the Principal may:

- (i) Request additional information from the Respondent in relation to the content of the Offer for the sole purpose of clarifying the Offer; and
- (ii) Request information from the Respondent regarding the financial capacity of the Respondent.

If the Principal considers that there are unintentional errors of form in the Offer submitted by the Respondent where the error is clear and not critical to comparative evaluation of Offers, the Principal may request the Respondent to correct or clarify the error, but will not permit any material alteration or addition to that Offer. The decision to permit a Respondent to correct such an error is only within the sole and absolute discretion of the Principal only.

If the Principal makes a request for further information, the Respondent or Panel Member (as the case may be) must provide that information within five (5) working days, unless otherwise agreed by the Principal.

## **A.7.7 SUBMISSION OF OFFER**

Offers which have not been submitted strictly in accordance with the requirements described in Part C will not be considered.

## **A.7.8 AGREEMENT WITH REQUEST CONDITIONS**

In submitting an Offer, the Respondent is deemed to have read and agreed to all terms and conditions of the Request.

## **A.7.9 AGREEMENT BY RESPONDENT**

In submitting an Offer, the Respondent warrants and agrees that:

- (i) All information in its Offer is true and correct at the time of its submission;
- (ii) Other than in respect of information provided by the Principal to the Respondent in writing, it relies entirely on its own enquiries in relation to all matters in respect of the Request and the General Conditions;
- (iii) It has examined and understood the Request, each addendum issued under the Request, the General Conditions, and any other information available to the Respondent in respect of the Request;
- (iv) It has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Offer, which is obtainable by the making of reasonable enquiries;
- (v) Other than in respect of information provided by the Principal to the Respondent in writing, it does not rely on any warranty or representation of the Principal or any person actually or ostensibly acting on behalf of the Principal; and
- (vi) Irrespective of whether its Offer is accepted or not, it will pay its own costs and expenses in connection with:
  - (a) The preparation and submission of its Offer; and
  - (b) Any discussions, enquiries or negotiations with, or provision or consideration of further information to the Principal, whether before or after the submission of any Offer.

## **A.7.10 OFFER VALIDITY PERIOD**

The Offer must remain valid and open for a period of six (6) months from the date on which the Offer is submitted unless otherwise agreed in writing between the Principal and the Respondent.

### **A.7.11 CONFIDENTIALITY**

Panel Members must keep confidential all information that the Principal has specified as confidential information. The Panel Member must not use or disclose to any person the Principal's confidential information except:

- (i) Where necessary for the purpose of supplying the Services;
- (ii) As authorised in writing by the Principal;
- (iii) To the extent that the confidential information is public knowledge (other than because of a breach of this clause by the Panel Member);
- (iv) As required by any law, judicial or parliamentary body or Government Agency; and
- (v) When required (and only to the extent required) to the Panel Member's professional advisers. The Panel Member must ensure that such professional advisers are bound by the confidentiality obligations imposed on it under this clause.

### **A.7.12 CONFLICT OF INTEREST**

- (i) The Respondent must disclose in its Offer (under Part C Clause C.9) and prior to any Commission under the Panel, any circumstances, arrangements or understandings which constitute, or may reasonably be considered to constitute, an actual, potential or perceived conflict of interest in relation to the Request or in the performance of a Commission (see AS 4121-1994).
- (ii) The Panel Member must not place itself in a position which may, or will give rise to an actual, potential or perceived conflict of interest during the Term or during a Commission.
- (iii) The Respondent or Panel Member (as the case may be) must otherwise notify the Principal promptly in writing upon becoming aware of any actual, potential or perceived circumstances, arrangements or understandings which constitute, or which may reasonably be considered to constitute, an actual, potential or perceived conflict of interest with the Respondent's or the Panel Member's obligations under this Request or under a Commission.
- (iv) The Principal may still accept the Respondent's Offer, or award a Commission to a Panel Member, if the Principal considers that the Respondent or Panel Member (as the case may be) has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the Request or the performance of a Commission. In making its decision, the Principal may request further information, including details of any proposed strategy for managing any actual, potential or perceived conflicts of interest.
- (v) To the extent that the Principal directs the Respondent or Panel Member (as the case may be) to take particular action in respect to a conflict of interest, then:
  - (a) In the case of a Respondent who is unable or unwilling to comply with such a direction, the Respondent's Offer may not be considered further; and
  - (b) In the case of a Panel Member who is unable or unwilling to comply with such a direction, the Panel Member may have its membership on the Panel suspended or cancelled as the Principal sees fit.

### **A.7.13 OWNERSHIP / INTELLECTUAL PROPERTY**

- (i) All documents, materials, articles and information produced by the Respondent as part of, or in support of an Offer (including subsequent Offers under the Panel) shall become upon submission the absolute property of the Crown in right of the State of Western Australia, and will not be returned to the Respondent.
- (ii) Documents, materials, articles and information produced by the Consultant resulting from a Commission undertaken from this Panel shall become, upon creation, the absolute property of the Crown in right of the State of Western Australia.

### **A.7.14 ADDENDA**

Written addenda issued by the Principal are the only explanations of, or variations to, this Request that will be accepted by the Principal.

### **A.7.15 DISCLOSURE OF INFORMATION**

- (i) The Respondent agrees and acknowledges that any information or further information submitted with its Offer, and any Commission which results from membership of this Panel, is subject to the *Freedom of Information Act 1992 (WA)* and may also be disclosed by the Principal under a court order or upon request by Parliament or any committee of Parliament or if otherwise required by law.
- (ii) By submitting an Offer, the Respondent releases the Principal from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of any information under this section.
- (iii) The Respondent agrees and acknowledges that the powers and responsibilities of the Auditor General under the *Financial Management Act 2006 (WA)* and the *Auditor General Act 2006 (WA)* are not affected in any way by this Request.
- (iv) Subject to this section, and to the provisions of the *Financial Management Act 2006 (WA)* and the *Auditor General Act 2006 (WA)*, the Principal will not make public any information related to the Offer that the Respondent expressly and reasonably nominates as confidential. However, the Principal may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Offer as a condition of acceptance of the Offer.

### **A.7.16 GST/RECIPIENT CREATED TAX INVOICE AGREEMENT**

#### **A.7.16.1 GOODS AND SERVICES TAX**

Where the Services to be provided through this Request or any part thereof is a taxable supply under the GST Act, the price, fee or rates shall be inclusive of all applicable Goods and Services Tax (GST) at the rate in force for the time being.



### **A.7.16.2 RECIPIENT CREATED TAX INVOICE AGREEMENT**

The Respondent shall lodge with its proposal the Recipient Created Tax Invoice Agreement (RCTI) included in Part C Clause C.11. The lodged RCTI shall be completed and signed by a person authorised to do so.

Failure to lodge the completed and signed RCTI as required may result in a delay in the payment of claims.

For each contract Commission, the Panel Member may be required to lodge, with its proposal, a contract-specific RCTI.

### **A.7.17 NO GUARANTEE OF WORK**

Panel Members acknowledge that the Principal is under no obligation to provide any work to them through the Panel.

### **A.7.18 CONSULTANT DECLARATIONS**

- (i) At the time of engagement from the Panel and prior to the commencement of their work under the commission, the Consultant shall be required to complete and sign a Consultant Probity Declaration.
- (ii) Without limiting the Consultant's obligations under the contract, where the Principal directs the Consultant to do so at any stage, the Consultant must make in writing any additional declarations required by the Principal in relation to confirming the Consultant's:
  - a. understanding and commitment to adhere to any government and departmental policies, practices and procedures;
  - b. accountability and professional manner of its conduct;
  - c. actual perceived or potential conflicts of interest;
  - d. treatment of confidential information; and
  - e. any other matter the Principal reasonably requires;

with regard to the Consultant's performance of the Contract, and if applicable, the conduct of any relevant tender processes managed by Finance directly or indirectly related to the Contract and/or the Services.

### **A.7.19 CONSULTANT'S ATTESTATION - TENDER DOCUMENTS**

Where a Panel Member is engaged as a Consultant or Subconsultant and is required to produce and deliver tender documents to the Principal or the Lead Consultant then the Consultant/Subconsultant must also include a written attestation by the Consultant/Subconsultant confirming that:

- a. the tender documents comply with the "*Open and Effective Competition Policy*" (works) 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;

- b. 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;
- c. 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;
- d. the tender documents do not include any nominated subcontractors that the Principal's Representative has not expressly approved in writing; and
- e. the Consultant/Subconsultant has checked all documents prepared by any secondary or sub-consultant(s) engaged in the preparation of the tender documents and confirms those documents comply with all subclauses above, are coordinated and consistent with the architectural drawings and that there are no conflicts or clashes detected.

## **A.8 CONTRACTING**

### **A.8.1 CONTRACTING FRAMEWORK**

#### **A.8.1.1 GENERAL CONDITIONS OF CONTRACT**

Australian Standard AS 4122-2010 "General Conditions of Contract for Consultants (incorporating Amendment No. 1)" as amended by this Request are the General Conditions and are referred to throughout the Request as the General Conditions.

For the purposes of the Request, the General Conditions are hereby amended in accordance with **Schedule 1** W.A. Government Amendments to AS 4122-2010 contained in this Request.

Any reference in the General Conditions to the "Client" as a party to the General Conditions shall be construed to be a reference to the "Principal" or the "Lead Consultant" where relevant, dependant on who the Consultant has been Commissioned by pursuant to the Panel Arrangement.

Any definitions appearing in Clause 1.1 of the General Conditions shall have the corresponding meaning in this Request unless the intention is clearly and unambiguously to the contrary.

The General Conditions form part of the terms and conditions governing any Commission along with the terms contained in this Request. Also forming part of any Commission is the project specific AS 4122-2010 Annexure appearing in Part B Clause B.15 completed as part of the Invitation for Proposal in respect of any particular Commission.

#### **A.8.1.2 NATURE OF CONTRACT**

Depending on the nature of the contract, the Consultant shall be engaged on either a Lump Sum Fee or Hourly Rate basis as stated in the Letter of Commission.

#### **A.8.1.3 CIVIL LIABILITY ACT 2002 (WA)**

- (a) Subject to sub clause (b), and notwithstanding any other provision of this contract, the operation of Part 1F of the Civil Liability Act 2002 (WA) is excluded in relation to

all and any rights, obligations and liabilities (including negligence) arising out of or in connection with this contract or the performance of the Services;

- (b) Sub clause (a) only applies in relation to the Services performed or subcontracted by the Consultant under this contract (as may be amended from time to time), and does not extend to other contracts entered into by the Client for which the Services may be required, such that should the Client engage a builder (or other third party) to construct a building or provide goods or services in addition to the Services the subject of this contract, then as between the Consultant and any such builder (or third party), then Part 1F of the Civil Liability Act (2002) (WA) is not excluded.

#### **A.8.1.4 MONETARY VALUES**

Monetary values that appear in this Request document and any subsequent document, such as Project Budget, Estimated Construction Budget, Limit of Cost, are net values and do not include GST.

#### **A.8.1.5 INSURANCES**

The Respondent shall submit as part of its Offer evidence of the insurances for the minimum cover as outlined below.

For certain Commissions, the Project Manager, after taking into consideration project specific risks, may request additional insurance cover for a Commission and the Panel Member shall provide evidence to the satisfaction and approval in writing of the Principal prior to commencing on the Commission. This is in addition to the minimum insurance requirements of this Request. Refer Part C Clause C.10.

Before commencing specific project work under this Panel contract, the Consultant shall provide evidence of up to date insurance Certificates of Currency to the satisfaction and approval in writing of the Principal, of the following insurances:

##### **A.8.1.5.1 PUBLIC LIABILITY INSURANCE**

Pursuant to the Request and in accordance with Clause 30.2 of the General Conditions, Consultants shall maintain Public Liability insurance covering the legal liability of the Consultant and the Consultant's personnel arising out of the services for an amount of not less than **\$5 million** for any one occurrence and unlimited in the aggregate.

##### **A.8.1.5.2 PROFESSIONAL INDEMNITY INSURANCE**

Pursuant to the Request and in accordance with Clause 30.4 of the General Conditions, Consultants shall maintain Professional Indemnity insurance covering the breach of duty owed in a professional capacity arising out of any act, negligence, error or omission made or done by the Consultant or any consultant or agent engaged by or on behalf of the Consultant in respect of the Services provided in connection with the Panel Arrangement and must be maintained for a period of at least six (6) years after termination or expiration of the Commission or alternatively six (6) year run-off cover must be obtained by the Consultant for an amount not less than **\$5 million** for any one claim and in the annual aggregate, with the provision of one automatic reinstatement of the full sum insured in any one period of insurance.

The insurance policy must be extended to include:

- (i) Fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trade mark or circuit layout rights;
- (ii) Loss of or damage to documents and data; and
- (iii) Breach of Chapters 2 and 3 of the Australian Consumer Law and the Australian Consumer Law (WA).

#### **A.8.1.5.3 WORKERS' COMPENSATION / EMPLOYERS' INDEMNITY INSURANCE**

Workers' Compensation/Employers' Indemnity insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **\$50 million** for any one event in respect of workers of the Panel Member. The insurance policy must be extended to indemnify the Principal for claims and liability under section 175(2) of the *Workers' Compensation and Injury Management Act 1981*.

Note: - sole traders, who work for themselves and do not have direct employees, are not required to be covered under a workers' compensation insurance policy.

#### **A.8.1.6 PUBLIC DISCLOSURE OF CONTRACT DETAILS**

- (i) The contract award information for all contracts above \$50,000 will be publicly available and published on the Tenders WA website after the contract is legally established.
- (ii) Documents and other information relevant to the Contract may be disclosed when required by law under the *Freedom of Information Act 1992*, tabling of documents in Parliament or under a Court Order.

#### **A.8.2 ACCESS BY THE AUDITOR GENERAL**

The parties acknowledge and agree that, notwithstanding any provisions of this contract to the contrary, the powers and responsibilities of the Auditor General for the State of Western Australia under the *Financial Management Act 2006* are not limited or affected by the terms of the Panel Arrangement.

#### **A.8.3 NOTICE OF CLAIMS**

The Panel Members shall notify the Principal, in writing, within seven (7) days of notification of any claim or potential claim made against the Panel Member, which arises wholly or in part from provisions of this Panel Arrangement.

#### **A.8.4 APPROVALS**

The Consultant shall not initiate or proceed with any component of Services as listed in the Commission without prior written approval of the Principal.

# SCHEDULE 1 TO PART A: COVID-19

## 1 COVID-19

### 1.1 APPLICATION OF THIS CLAUSE

This clause applies to the extent that COVID-19 affects the Works under the Contract and only for relief purposes.

Where a conflict and/or inconsistency exists between this clause and any other provision of the Contract, this clause takes precedence.

### 1.2 DEFINITIONS

In this clause, the following definitions apply:

- (a) **Change in COVID-19 Law** means a COVID-19 Law that:
- (i) comes into effect, or ceases to be in effect, after the day being 14 days prior to the date of closing of tenders for the Contract;
  - (ii) necessitates, or results in, a change in the Works or the Consultant's method of working; and
  - (iii) directly results in an increase or decrease in the Costs incurred by the Consultant in carrying out the Works.
- (b) **Costs** means costs necessarily incurred excluding corporate overhead and profit.
- (c) **COVID-19** means the coronavirus disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- (d) **COVID-19 Effects** means impacts on a party's ability to perform its obligations under the Contract arising from COVID-19 (including COVID-19 Laws) and includes impacts to the cost of performing, or delay or disruption to performance of, those obligations.
- (e) **COVID-19 Law** means in relation to Western Australia or the Commonwealth of Australia:
- (i) an act of parliament or statute; and
  - (ii) any subordinate legislation, rules, regulations directions or by-laws, made or amended (to the extent of the amendment) as a direct consequence of COVID-19; and
  - (iii) any document or policy issued under such legislation or delegated legislation made or amended (to the extent of the amendment) as a direct consequence of COVID-19 and with which the Consultant is legally required to comply.
- (f) **COVID-19 Relief Event** means:
- (i) a Change in COVID-19 Law;
  - (ii) a suspension by the Principal under clause 1.4; or
  - (iii) a delay arising after the day being 14 days prior to the date of closing of tenders for the Contract caused as a direct result of COVID-19 which:
    - (A) has an adverse effect on the supply of labour, equipment or materials required for the Works; and
    - (B) is not related to a COVID-19 Law.
- (g) **Works** means the works to be carried out under the Contract, including temporary works.

**1.3 COVID-19 EFFECTS****1.3.1 GENERAL**

- (a) The parties acknowledge and agree:
- (i) to the potential for COVID-19 Effects; and
  - (ii) the Consultant is deemed to have taken into account, and fully priced and programmed for, all COVID-19 Effects known (or which should reasonably have been known) as at the day being 14 days prior to the date of closing of tenders for the Contract.
- (b) The Consultant must:
- (i) proactively monitor potential COVID-19 Effects;
  - (ii) use its reasonable endeavours to mitigate COVID-19 Effects;
  - (iii) give the Principal fortnightly reports on potential or actual COVID-19 Effects and the Consultant's steps taken to avoid or reduce those effects irrespective of whether the Consultant intends to make a claim;
  - (iv) where an entitlement to time or Costs arises under clause 1.3, clause 1.4 or clause 1.5, provide all supporting documentation reasonably requested by the Principal (including programming and costing information) on a fully transparent and open basis; and
  - (v) include in all sub-contracts' relief for COVID-19 Effects that is the same or the equivalent to the relief provided in the Contract and warrant that any amounts which are due and payable to subconsultants have been duly paid by the Consultant to the relevant subconsultants.

**1.3.2 NOTICE**

- (a) The Consultant must promptly give notice to the Principal if the Consultant becomes aware of any potential or actual COVID-19 Effects that may:
- (i) delay or disrupt the Works;
  - (ii) increase or decrease the costs of carrying out the Works; or
  - (iii) otherwise have an adverse effect on the Contract,
- including a description of the cause of the effect and the way in which the effect is to be avoided or reduced.
- (b) To the extent the Consultant is entitled to relief under this clause 1.3 (COVID-19 Effects), relief applies only from the date notice is given by the Consultant under subclause (a) above (other than relief for the period between the day being 14 days prior to the date of closing of tenders for the Contract and the date of the Contract).

**1.3.3 CHANGE IN COVID-19 LAW**

- (a) If there is a Change in COVID-19 Law, the Principal must pay the Consultant, or the Consultant must pay the Principal, as the case may be, the increased or decreased Costs (as applicable) in carrying out the Works that directly resulted from the Change in COVID-19 Law.
- (b) The Consultant's entitlement to be paid increased Costs under subclause (a) above is reduced to the extent the Consultant:
- (i) could have avoided and/or reduced the Costs by taking reasonable steps under clause 1.3.1(b)(ii); and
  - (ii) otherwise recovered or could recover the Costs.
- (c) The Principal will determine the amount payable under subclause (a) above, acting reasonably. The Consultant must provide all supporting documentation reasonably requested by the Principal (including costing information) to enable a determination to be made under this clause.

**1.3.4 EXTENSION OF TIME<sup>1</sup>**

(a) If:

- (i) the Consultant is or will be delayed in reaching Practical Completion by a COVID-19 Relief Event;
- (ii) delay is demonstrable by reference to the critical path contained and shown in the then current program; and
- (iii) the Consultant gives the Principal a claim for an extension of time within 14 days of when it became aware (or should reasonably have become aware) of the delay including details of the nature, cause and likely extent of the delay,

the Consultant will be entitled to an extension of time for Practical Completion equal to the period of delay.

- (b) If the effects of the COVID-19 Relief Event are continuing, or not fully ascertainable at the time of giving notice under subclause (a)(iii) above, the Consultant may submit further claims every 14 days.
- (c) The Consultant's entitlement to an extension of time is reduced to the extent which the Consultant could have avoided or reduced the delay by taking reasonable steps under clause 1.3.1(b)(ii).
- (d) To the extent the delay is also caused by an event that is not a COVID-19 Relief Event, the delay must be apportioned according to the respective causes' contribution.
- (e) The Principal will reasonably determine the period of the extension of time under this clause 1.3.4 acting reasonably. The Consultant must provide all supporting documentation reasonably requested by the Principal (including an electronic copy of the then current program) to enable a determination to be made under this clause.

**1.3.5 DELAY COSTS**

- (a) Subject to subclause (b) below, the Consultant will be entitled to additional Costs it incurred during any extension of time period granted under clause 1.3.4.
- (b) The Consultant will only be entitled to Costs incurred for demobilising and remobilising the Consultant's personnel, subcontractors and equipment if there is a suspension under clause 1.4 (Suspension for COVID-19 Effects).
- (c) The Consultant's Costs entitlement under subclauses (a) or (b) above is reduced to the extent the Consultant:
  - (i) could have avoided or reduced the Costs by taking reasonable steps under clause 1.3.1(b)(ii); and
  - (ii) recovered or can recover the Costs.
- (d) The Principal will reasonably determine Costs payable under this clause 1.3.5 acting reasonably. The Consultant must provide all supporting documentation reasonably requested by the Principal (including costing information) to enable a determination to be made under this clause.

**1.4 SUSPENSION FOR COVID-19 EFFECTS**

- (a) Without prejudice to any other rights the Principal may have under the Contract, the Principal may, if the Principal determines in its absolute discretion, that the suspension of the whole or part of the Works is necessary due to COVID-19 Effects, direct the Consultant to suspend the performance of the whole or part of the Works for such time as the Principal thinks fit.
- (b) As soon as the reason for any suspension no longer exists, the Principal must notify the Consultant in writing.
- (c) Upon notice from the Principal, the Consultant must recommence performance of the Works as soon as reasonably possible.
- (d) The Consultant must ensure that its subcontracts contain a suspension clause on the same terms as this clause 1.4.

---

**GUIDENOTES**

---

<sup>1</sup> NOTE: The clauses are not intended to be exhaustive as to the State's rights, only the Consultant's rights to relief. Therefore, it remains open to the State to give a direction under any other contract provision (eg to accelerate or reprogram works) rather than grant an extension of time.

## 1.5 TERMINATION FOR CONVENIENCE FOR COVID-19 EFFECTS

### 1.5.1 TERMINATION FOR CONVENIENCE

- (a) Without prejudice to any other rights the Principal may have under the Contract, the Principal may, if the Principal determines in its absolute discretion not to continue the Contract due to COVID-19 Effects, by notice in writing to the Consultant (**Termination for Convenience Notice**), terminate the Contract.
- (b) The Contract will terminate on the date and time stated in the Termination for Convenience Notice or, if no such date and time is stated, at the date and time the Termination for Convenience Notice is given to the Consultant.
- (c) Clause 1.5.2 (Procedure on Termination), clause 1.5.3 (Payments on Termination for Convenience) and clause 1.6 (Limit to Consultant's COVID-19 Rights) survive the termination of the Contract.

### 1.5.2 PROCEDURE ON TERMINATION

Upon receipt of a Termination for Convenience Notice, the Consultant must:

- (a) make safe and cease performance of the Works;
- (b) after ensuring the Site is secure and safe, leave the Site;
- (c) provide the Principal with any information requested by the Principal relating to the Works or the Contract, including Design Documents and any other drawings;
- (d) novate to the Principal any subcontracts relating to the Works that the Principal requires to be novated (and the Consultant must include in its subcontracts a corresponding novation clause);
- (e) transfer to the Principal any entitlement to receive unfixed plant or materials that are in transit but have not yet been delivered to Site, free from encumbrances;
- (f) do all things and execute all further documents necessary to give full effect to this clause 1.5.2; and
- (g) take any other action the Principal reasonably requires relating to the termination of the Contract.

### 1.5.3 PAYMENTS ON TERMINATION FOR CONVENIENCE

- (a) If the Principal terminates the Contract under clause 1.5.1, the Principal must pay the Consultant:
  - (i) the amount due under the Contract for the Works performed up to the date of termination;
  - (ii) Costs incurred by the Consultant under any subcontract as a direct consequence of the Principal's termination, provided that the Consultant has taken all reasonable steps to mitigate and minimise these costs and expenses, including having a corresponding termination for convenience clause in the subcontract;
  - (iii) the Cost of materials reasonably ordered by the Consultant for the Works, which the Consultant is liable to accept (subject to exercise of any termination rights by the Consultant if the Principal so directs), subject to the materials becoming the Principal's property upon payment;
  - (iv) the reasonable Costs of demobilisation; and
  - (v) the reasonable Costs of complying with any directions given by the Principal upon, or subsequent to, termination.
- (b) The Consultant must submit a payment claim for the amount it claims is payable in accordance with clause subclause (a) above within 30 calendar days of the date of termination.
- (c) If the Costs are not fully ascertainable at the time of submitting a payment claim under subclause (b) above, the Consultant must identify the Costs that are not yet able to be quantified and the date by which they can be quantified. If the Principal consents to the timing of the provision of the quantified Costs, the Consultant may submit a further payment claim in accordance with the agreed timetable.
- (d) The Principal will reasonably determine the amount payable by it under clause 1.5.3(a). The Consultant must provide the Principal, upon reasonable request, all supporting documentation reasonably requested by the Principal (including costing information) to enable a determination to be made under this clause.



**1.6 LIMIT TO CONSULTANT'S COVID-19 RIGHTS**

- (a) The Consultant's entitlements under clause 1.3 (COVID-19 Effects), clause 1.4 (Suspension for COVID-19 Effects), and clause 1.5 (Termination for Convenience for COVID-19 Effects) are the Consultant's sole remedy in respect of COVID-19 Effects and under no circumstances will the Consultant be entitled to recover any damages for loss of actual or anticipated profits, loss of use, loss of overhead, loss of opportunity, loss of revenue, any redundancies or any other economic loss.
- (b) Except for the Principal's breach of clause 1.3, clause 1.4 or clause 1.5, the Consultant is absolutely barred from making any claim against the Principal and the Principal may plead this clause as a bar to any claim by the Consultant against the Principal (whether under the Contract or otherwise at law or in equity) in respect of COVID-19 Effects.

Reference Only

## B. PART B - SPECIFICATION

Part B specifies Specialist Discipline Categories which may be required under this Panel for which nomination is invited from Respondents.

The scope of services in relation to specific project commissions derived from the Panel are for both capital works and maintenance/minor works and for services in both metropolitan and regional areas.

Respondents are invited to offer any valued added services that may be related to the scope of requirements which they consider will maximise opportunities for innovation and value for money to Government.

Reference Only

## B.1 SPECIALIST DISCIPLINE CATEGORIES

Respondents should note the services specified in this Request are generic in nature, so as to be applicable to a range of project types, sizes and complexities. The objective of this Request is to identify and include Consultants that demonstrate expertise and experience in their chosen Specialist Discipline Category or Categories.

A scope of work specific to a particular Commission will be prepared by the Project Manager or Lead Consultant and provided to a Consultant from the Panel to confirm its interest and fee proposal to undertake the Commission. Consultants may be appointed from the Panel in accordance with Part A Clause A.6.

Consultants may be engaged to provide a mixture of full or partial services as follows:

1. Structural Engineering
2. Electrical Engineering
3. Mechanical Engineering
4. Civil Engineering
5. Geotechnical Engineering
6. Fire Safety Engineering
7. Acoustic Engineering
8. Environmental Engineering
9. Environmentally Sustainable Design (ESD)
10. Information, Communication and Technology (ICT)
11. Hydraulic Services
12. Security Consultants
13. Traffic Engineering
14. Land Surveying
15. Time Programming
16. Logistics Planning & Materials Handling
17. Hazardous Materials
18. Ethnographic and Archaeological Services
19. Building Design
20. Landscaping Design
21. Machinery Design
22. Theatre Consultant Advisory Services
23. Other Related Value Added Services

## B.2 SCOPE OF SERVICE

The Consultant may be required to provide full or partial delivery of Services relevant to the Consultant's Specialist Discipline Category and area of practice. Specific instructions and specification in that regard will be provided in the Invitation for Proposal letter. See Schedule of Deliverables Part B Clause B.10 for examples of the Services that may be required in a full Commission or partial Commission.

**Examples of services that may be requested include but are not limited to:**

### B.2.1 GENERAL

- (i) As directed by the Project Manager or Lead Consultant, attend design meetings, workshops and programme meetings.
- (ii) For the Lead Consultant, provide management integration, and coordination of all services of Subconsultants.
- (iii) Incorporate scheme approvals given by the Principal at the conclusion of each stage of the project into the next stage.
- (iv) Incorporate approved value management improvements and agreements into the design at the conclusion of any value management review.
- (v) Incorporate agreed buildability agreements accepted by the Principal into the applicable designs and manage advice on whole of life and/or life cycle values where required. This includes managing and coordinating consultant input as required.
- (vi) Provide assistance to the Quantity Surveyor for costing purposes, including life cycle costing.
- (vii) Participate in any reviews aimed to reduce costs to the agreed project cost plan formalised at the conclusion of Schematic Design and amend documentation accordingly. Continue participation in subsequent programmed reviews.
- (viii) Identify and incorporate all relevant technical and non-technical standards and regulations required for compliance with the design intent and the on-going monitoring of approvals.
- (ix) Obtain all necessary approvals, certificates and authorities' approvals relating to design, installation and commissioning requirements. Manage and coordinate other consultants for their respective parts.
- (x) Prepare, manage and coordinate technical design contract documentation for the procurement of major services by ensuring all documentation is coordinated and complete.

## B.2.2 PROJECT DEFINITION PLAN

Assist in preparing a Project Definition Plan (PDP) for capital and minor works projects.

The PDP is focused on project delivery issues and risks. It provides the basis for decision makers to determine whether a project remains one of the select number of contenders with the highest priority for investment, and for which detailed documents should be prepared to proceed to tender. Accordingly, a PDP refines the scope, cost, schedule and risk information for the endorsed option within the parameters set by the previously approved business case.

The Finance Project Manager will provide guidance on the information to be included in the PDP.

## B.2.3 BRIEF FINALISATION

The preliminary Project Brief (provided either as a stand-alone document or as part of Project Definition and provided in the Invitation for Proposal) is to be developed into a comprehensive Project Brief. It should fully document all the information required to complete the project, including understanding the project requirements, outcomes and scope of works. Also, a detailed site investigation should be conducted including visiting the site as necessary and preparing a site report, highlighting any matter that may impinge on the project and including any additional items that are required by the Project Manager or deemed necessary.

A preliminary budget encompassing all the requirements of the project and estimate of the cost shall be provided to the Project Manager.

The Consultant develops the Project Brief in two parts:

PART A: Functional Brief and Accommodation Schedules

**NOTE:** For **Education projects**, review the relevant generic brief or standard primary and/or high school brief and prepare a final Project Brief.

PART B: Fit-Out Brief

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

## B.2.4 SCHEMATIC DESIGN

It is acknowledged that specialist reviews may be required from time to time which may form an integral part of the design as it progresses. It is therefore recommended that approved specialist design consultants that are required to review any specialist design aspect are involved at the commencement of this stage.

- (i) Finalise a combined Site Master Plan, incorporating building placement, building envelopes, hard and soft landscaping, parking areas, pedestrian and vehicular circulation etc. as applicable.
- (ii) Prepare schematic designs for works described in the Project Brief. Incorporate and integrate all services requirements into the design. Resolve any issues of conflict and obtain acceptance of a preferred solution.

- (iii) Ensure the Schematic Design meets the requirements of the Project Brief and is acceptable to the Principal in all respects including; functional relationships, agreed cost benchmarks, physical appearance (aesthetics), technical performance, materials, equipment and systems, build ability and the materials' ability to be recycled and their selection. Note that a design review may be undertaken by Finance and/or the Office of the Government Architect.
- (iv) Consider "Safety in Design" issues to ensure that a project can be safely built during the construction stage and safely maintained post occupancy.
- (v) Determine and apply all Codes, Standards, Regulations and Guidelines applicable to the project.
- (vi) For **Department of Health (DoH) projects only**, test proposed schematic design options with respect to the Operational and Human Resource Plan provided by the DoH nominated representative, and modify/adjust the schematic design to obtain "best value" recurrent and capital cost outcomes to the approval of the Principal.
- (vii) For **Department of Education (DoE) projects**, and prior to the commencement of the detailed design, prepare and obtain written approval, from the DoE Security Co-ordinator, for a design/scope of works statement for the security system appropriate to this project.
- (viii) Liaise with and obtain all relevant authority approvals for the proposed works.
- (ix) Attend and add input to value management, risk, procurement workshops as required by the Project Manager or Lead Consultant.
- (x) Prepare or assist in the preparation of Project Cost Plans in accordance with the latest version of Project Cost Planning Guidelines for Consultants. A copy is available at <https://www.wa.gov.au/government/publications/cost-planning-guidelines-consultants>.

Project Cost Plans include all costs associated with the project but not limited to the limit of cost for the works, rise and fall projections, district margins applicable and any headwork costs payable. The estimates shall include loose furniture and equipment.

## B.2.5 DESIGN DEVELOPMENT

- (i) Review approved schematic design outputs against the Project Brief and continue the development of design work, building on the Schematic Design approval.
- (ii) Review previously identified Codes, Standards, Regulations and Guidelines, and reconfirm their applicability in the developed designs.
- (iii) Undertake, where necessary, a full site familiarisation process for the design development stage.
- (iv) Refine the schematic designs for works described in the Project Brief in more detail with particular regard to services, structure, finishes and colour, loose furniture and fixtures as applicable.
- (v) Resolve any issues of conflict and obtain acceptance of a preferred solution. Demonstrate compliance of the preferred solution with the Project Brief.
- (vi) Develop design documentation to enable progression of the works to the Contract Documentation stage. Drawings should generally be to minimum scales 1:100 for main plans, elevations and sections with higher resolution drawings to be provided for detailed elements.

- (vii) Prepare design consultant or specialist reports as directed by the Project Manager or Lead Consultant where required and integrate report findings and recommendations into design development documentation.
- (viii) Attend if required by the Project Manager or Lead Consultant programmed value management workshops, risk workshops and the like, and provide technical and strategic input as required.
- (ix) Review cost estimates and provide updated advice as the designs proceed.
- (x) Incorporate the cost estimate in the Project Cost Plan. The Consultant shall consult the Project Manager if the budget is anticipated to exceed by 10% as no major design changes are to be considered at this stage of work.
- (xi) Where the Consultant is appointed as Lead Consultant, coordinate and integrate all Subconsultant inputs into the developed design to include but not limited to the services of:
  - (a) Structural engineering
  - (b) Fire engineering
  - (c) Mechanical engineering
  - (d) Electrical engineering
  - (e) Hydraulic engineering
  - (f) Civil engineering
  - (g) Security engineering
  - (h) Information technology and communications engineering
  - (i) Furniture, fixtures and equipment.
- (xii) Certify to the Principal design compliance with the Project Design Brief, Principal's project requirements and authorities' requirements prior to commencement of the full Construction Documentation phase.
- (xiii) As a minimum, prepare two (2) perspectives depicting the most prominent aspects of the building's design.

## **B.2.6 CONTRACT DOCUMENTATION**

- (i) Co-ordinate and integrate into the contract documentation, the work of all involved disciplines as necessary.
- (ii) Prepare complete contract documentation for the approved works, ensuring translation of approved developed brief into construction contract documentation without requiring further decisions and within the budget set for the project. This includes the preparation of specifications and schedules.

The essential elements to be included in the documentation are a clear scope of works, specifications for the works and drawings showing the location of the works, if applicable. The specifications should make reference to all relevant technical standards and work practices, and are not limited to Australian Standards, or the *Occupational Safety and Health Act*.

Tender specifications are to be compiled using Finance's standard preliminaries documents, where applicable, with the Consultants technical and performance specification added into Finance's specification.

- (iii) For **Department of Education** projects, document the requirement for the Contractor to prepare a Security Management Plan and submit to the Superintendent for approval (refer to Primary School Brief for details). Incorporate a Security Management Plan pro-forma in the documents. A copy of this pro-forma is available on request.
- (iv) Co-ordinate with all relevant parties to ensure certification required to apply for a building permit is received prior to the calling of tenders, including a Certificate of Design Compliance.
- (v) Continually review and update the Project Cost Plan or assist the Lead Consultant to maintain the project within the agreed limit of cost estimate, including preparation of a pre-tender estimate prior to the calling of tenders. Where the pre-tender estimate exceeds the budget by more than 10%, the Consultant is required to notify the Project Manager as soon as they become aware of it.
- (vi) Liaise with and obtain all necessary authority approvals for the contract documentation prior to the calling of tenders.

### **B.2.6.1 FORM OF CONTRACT DOCUMENTATION**

- (i) Provide required number of copies of the draft contract documentation to the Project Manager for review prior to submitting the final documentation.
- (ii) Provide contract documentation (drawings, specifications, schedules, bills of quantities, etc) in hard copy form according to Finance's format suitable for the calling of tenders and in electronic PDF/A format for attachment to, and distribution from, Tenders WA.

Prior to delivery of CADD documentation to Finance Tenders Office or the Project Manager for application of Demolition and Building Permit, the Consultant must check that all drawings converted to PDF/A format display correctly on the screen.

- (iii) Ensure that electronic copies and hard copies are identical in content. The Project Manager is able to provide names of the Finance staff available for technical advice on this requirement.
- (iv) Each electronic disk submitted to the Finance Tenders Office must carry the following information:
  - (a) Tender Number
  - (b) Project Name
  - (c) Discipline.

It is mandatory that works drawings be produced in CADD. The format of the CADD drawings shall be in Autocad.dwg format and conform with the "CADD Protocols for Contractual Deliverables" which can be downloaded from <https://www.wa.gov.au/government/publications/cadd-protocols-contract-deliverables>

Refer to Part B Clause B.9.10.2 Documentation Format by the Consultant for further formatting guidance.

### **B.2.6.2 NATIONAL SPECIFICATION SYSTEM (NATSPEC)**

Consultants on the Panel may be required to subscribe to the appropriate National Specification System (NATSPEC) package to prepare technical specifications for building works, subject to project specific requirements. The package also includes site, structural, architectural, interiors, landscaping work, mechanical, hydraulic and electrical services, design and installation work.



When so requested, it will be the Consultant's responsibility to subscribe to the appropriate NATSPEC package.

It is the Consultant's responsibility to ensure proper usage and input of information into the NATSPEC software. 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 National Building Specification can be obtained at [www.natspec.com.au](http://www.natspec.com.au).

Refer to Part C Clause C.14 NATSPEC Requirements.

### **B.2.6.3 BUILDING INFORMATION MODELLING (BIM)**

Building Information Modelling (BIM) is not mandatory, however when requested:

- (i) BIM documents are to be provided in the original format and open standards format, Industry Foundation Classes (IFC) where available, in addition to CADD, or in a negotiated project specific format agreed to by the Project Manager to ensure life cycle use of information.
- (ii) Ensure NATSPEC National BIM Guide and generic Project BIM Brief are cross-referenced to ensure appropriate industry standards are understood. Project Briefs will specify individual project requirements.

It is anticipated that whilst the majority of projects commissioned under this Panel will not be required in a BIM format, over the life of this Panel and as technology progresses, there will be a steady increase in the requirement for BIM.

Where the Principal requires BIM beyond the 300 Level of Development (LOD) industry standard for a project being completed, the Consultant and the Principal may agree on additional costs for BIM prior to the commencement of work.

Refer Schedule of Deliverables, Part B Clause B.10 for provision of CADD/BIM documentation.

### **B.2.7 TENDERING**

- (i) Apply Government and Finance tendering and contracting policies and practices.
- (ii) Use the current Finance Master Preliminaries for works contracting as the base for the contract specification preliminaries prepared in conjunction with Finance.

Finance current Master Preliminaries, associated forms and Specification Preliminaries Guidenotes for works contracting will be provided by the Project Manager upon request from the Consultant. The Guidenotes includes a section covering relevant Government and Finance tendering and contracting policies and practices. In the preparation of the specification preliminaries and the tender documents the Consultant shall comply with all relevant Government and Finance tendering and contracting policies and practices.

- (iii) Package up all documentation in a form suitable for the calling of the tenders. Generally, the works will be tendered under the AS 2124-1992 General Conditions of Contract, including amendments, unless otherwise notified by the Project Manager.

- (iv) Deliver a final copy of the full documentation and specification for the Project Manager's review of compliance with Government and 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 Project Manager a minimum of five (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 Project Manager's review does not delay the delivery of the tender documents as described hereunder.

- (v) Deliver to the Project Manager by the due date requested:
- (a) The pre-tender estimate in accordance with the latest version of the Project Cost Planning Guidelines For Consultants;
  - (b) Schedule of Charges. i.e. Headwork's etc;
  - (c) Schedule of items to be supplied by the Principal; and
  - (d) Calculation of builder's pre-qualification.
- (vi) Deliver no later than 12.00 noon on the Tuesday prior to the tender advertising date to:
- (a) Finance Tenders Office, Optima Centre
    - The number of sets of tender documents as directed by the Project Manager and
    - The tender documents in an electronic format in accordance with Part B Clause B.10.
  - (b) Project Manager
    - One (1) complete set of tender documents for application for a building permit and
    - The tender documents in an electronic format in accordance with Part B Clause B.10.
  - (c) When requested, deliver to the Customer two (2) complete sets of tender documents.
- (vii) For regional projects, deliver no later than 12.00 noon on the Friday prior to the tender advertising date the required documentation under (a) and (b) to the nominated location specified in the Project Brief.

The Finance representative will tender the works.

### **B.2.7.1 TENDER ASSESSMENT**

- (i) Record and respond to tender enquiries during the tender period in accordance with the requirements of AS 4120-1994 Code of Tendering. Tender enquiries shall be recorded on the Finance approved form and forwarded by the Consultant to Finance Tenders Office, Optima Centre before 2:30pm on the day that tenders close.
- (ii) Assess tenders, check for technical compliance and resolve technical issues arising from the tender assessment. This assessment should include convening a meeting between the Consultant and the preferred tenderer to discuss the project. The Consultant shall obtain prior written approval from the Project Manager should it choose not to convene such a meeting.
- (iii) Reconcile tender result with pre-tender estimate.
- (iv) Recommend the successful tender.
- (v) Comply with Finance tendering requirements.
- (vi) Dispose of all unused and returned tender documents in a suitable and secure method, which shall be confirmed with the Project Manager prior to disposal.

### **B.2.8 CONTRACT ADMINISTRATION**

#### **B.2.8.1 CONTRACT ADMINISTRATION SERVICES**

Undertake all contract administration functions as required under the Commission.

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.

#### **B.2.8.2 SUPERINTENDENT'S REPRESENTATIVE**

Finance appoints a Superintendent as required to administer the building or works contracts. The function of the Superintendent may be outsourced to Consultants as the Superintendent's Representative. Unless otherwise stated, all powers of the Superintendent are vested with a Superintendent's Representative appointed by the Superintendent in writing.

As a Superintendent's Representative, the Consultant will:

- (i) Periodically attend site and inspect the works to ensure contractor's compliance with contract documents;
- (ii) Consider and assess all variation and extension of time claims;
- (iii) Issue all instructions, certificates and variation orders authorised by the Principal;
- (iv) Issue all Superintendent's directions required under the contract recognising delegated authority;
- (v) Issue all Payment Certificates;
- (vi) Advise on the receipt and release of securities as required through the Project Manager;
- (vii) Advise the Project Manager on insurance policies;
- (viii) Procure provisional sum and prime cost items written into the contract if required; and

(ix) Certify Practical Completion and the Final Certificate.

### **B.2.8.3 LIMIT ON AUTHORITY OF APPOINTED SUPERINTENDENT'S REPRESENTATIVE**

#### **B.2.8.3.1 INCREASES OR DECREASES TO SCOPE**

When appointed as the Superintendent's Representative for a contract, the Consultant or its employee, as the case may be, 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 contract by more than \$5,000 (exclusive of any applicable GST) or extending the Date for Practical Completion, unless doing so is:

- (a) reasonably necessary for the emergency protection of people or property; or
- (b) pursuant to a due and proper claim for costs or time by the contractor under the terms of the works contract for works that;
  - (i) the Principal's Representative has already previously approved in writing; or
  - (ii) the contractor is duly and properly entitled to under the terms of the 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 contractor under the terms of the works contract.

#### **B.2.8.3.2 DISCRETION TO REDUCE SECURITY**

Where the Principal:

- (a) receives and holds security (whether in the form of bank guarantees, retention money or otherwise) provided by the works contractor pursuant to the building works contract; and
- (b) 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. The Consultant agrees to act within the limits of this clause.

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 exist under the building works contract.

### **B.2.8.4 CONTRACT ADMINISTRATION AND SUPERINTENDENT'S REPRESENTATIVE (COMBINED)**

Where a Consultant is engaged to provide contract administration services and to act as Superintendent's Representative, the Consultant will be required to undertake both Services described in Part B Clause B.2.8.1 and B.2.8.2 above.

## **B.2.9 PRACTICAL COMPLETION**

### **B.2.9.1 PRIOR TO ISSUING CERTIFICATE OF PRACTICAL COMPLETION**

Prior to issuing a Certificate of Practical Completion:

- (i) Check that previously notified defects have been rectified to the satisfaction of the Project Manager and in accordance with the contract.
- (ii) Advise the Contractor of any remaining minor defects that do not adversely affect occupation of the premises and/or use of systems or equipment which are required to be rectified post Practical Completion (during the Defects Liability Period).
- (iii) The Consultant, where required, shall liaise with the equipment manufacturer to establish and document all activities required for post occupancy maintenance of all equipment provided to sustain optimal condition. Include all required maintenance schedules and frequency in the Operations and Maintenance manuals.
- (iv) Ensure all Operation and Maintenance manuals, as constructed drawings, operating instructions, maintenance procedures, warranties, etc. (refer to Schedule of Deliverables – Part B Clause B.10) are provided to the Project Manager in accordance with contract documents. This is a condition precedent to the issue of Certificate of Practical Completion.

### **B.2.9.2 PROJECT HANDOVER**

- (i) Conduct a site inspection with the nominated Customer/end user and the Project Manager to demonstrate that the project specifications and all contractual conditions have been met.
- (ii) Arrange and conduct as part of the Project Handover process an on-site post-occupancy training session (or sessions, as the case may be), to be attended by the Consultant, relevant Subconsultants, the Contractor, relevant Subcontractors and the Customer's facility managers or representatives for the purposes of training to operate and maintain the building, systems and/or equipment in accordance with the design intentions and operating instructions.

### **B.2.9.3 DEFECTS LIABILITY MANAGEMENT**

- (i) Attend site as required to check and manage defects.
- (ii) Ensure prompt contractor attendance to rectify all defects notified at Practical Completion and/or further notified during the Defects Liability Period.
- (iii) Ensure all building systems are correctly commissioned to meet required design specifications and respond to and rectify all defect notification as they arise.
- (iv) Where a Contractor is responsible under a building or supply contract to maintain plant, equipment and operating systems during the Defects Liability Period, the Consultant shall receive the Contractor's scheduled report and confirm to the Principal that the Contractor's advice has been received, certifying that the system is operating to specification and that maintenance has been undertaken in accordance with Operation and Maintenance Manual advice.

## **B.2.10 FINAL COMPLETION**

- (i) Prior to final completion, undertake a final investigation/evaluation of the building, systems and/or equipment in discussion with the owner/building user group and instruct any rectification as required by the contract.
- (ii) When all defects have been rectified to approval of the Principal, commissioned equipment is operating correctly to specification, and all other outstanding matters have been finalised, issue a Certificate of Final Completion in accordance with contract requirements.

## **B.2.11 POST COMPLETION SERVICES (MAINTENANCE)**

Project Managers are able to engage Consultants for building maintenance projects and minor works. Some consultancies may include a contract administration/Superintendent's Representative role.

Maintenance services covers preventative and remedial upkeep of non-residential buildings and plant and equipment. Consultants may be requested to undertake inspections and provide advice and/or reports on existing building, plant or equipment. In this situation, the Project Manager will provide a Project Brief, describing the scope of works required.

Commissions may include provision of services such as:

### **(i) Breakdown Repair Works**

Breakdown repair relates to the work required to remove the failure or wilful damage where there is a sudden cessation of function that could not have been reasonably anticipated. It also relates to urgent repair required for occupational safety and health reasons to return a building component to a fit for purpose operational condition e.g. broken window pane or air conditioners that have stopped working. The requirement for breakdown repair is service availability and timely rectification at an affordable cost and quality.

### **(ii) Routine Maintenance**

Routine maintenance relates to works that prevent failure, consequent damage and/or extend the life of particular building components and are performed on a cyclical basis to comply with statutory requirements or in accordance with manufacturer's and industry standards e.g. lift maintenance, fire equipment servicing, gutter cleaning. The requirement here is flexibility, that is, a capacity to work with necessary scheduling around agency operations, commitment to schedule and quality delivery within the agreed timetable.

### **(iii) Improvement Works**

Improvement works add, alter or upgrade the building or originally specified building component and generally arise from changes to the functional or business needs of agencies e.g. addition of a shade structure or significant internal fit-out or modification. In carrying out this work, any or all of the other services identified in the scope of works under Part B may be required.

### **(iv) Restoration Works**

Restoration works are generally required due to the gradual deterioration of building components over time and are performed at the end of an operational life cycle, to bring a building component back to its original state of functional condition e.g. major upgrades or

replacement of plant and equipment. In carrying out this work, any or all of the other Services identified in the scope of works under Part B may be required.

## **B.2.12 REPORTING**

In preparing a scope of work for each project, the Project Manager will determine the nature and extent of reporting required. This may include, but is not limited to, reports such as:

- (i) Management Reports
- (ii) Schematic Design Reports
- (iii) Design Development Reports
- (iv) Occupational Safety and Health Reports
- (v) Contract Documentation Reports
- (vi) Contract Administration Reports
- (vii) Practical Completion (PC) Reports, including Certification Forms at PC
- (viii) Reporting during Defects Liability Period
- (ix) Final Completion Reports.

## **B.3 BUILDING DESIGNER - CORE SERVICES**

It is acknowledged that Building Designers may be able to provide some of the services required under this Request.

**Examples of services that may be requested include but are not limited to:**

### **B.3.1 CONCEPT DESIGN**

#### **B.3.1.1 PRE-DESIGN RESEARCH PHASES**

- (i) Obtain the Principal's Design Brief and other requirements from stakeholders.
- (ii) Arrange, attend and record meetings with the Principal and stakeholders.
- (iii) Provide recommendations for the appointment of other specialist consultants as required, including their fees.
- (iv) Attend the site and assess site conditions and constraints.
- (v) Make initial inquiries regarding authority regulations and requirements.
- (vi) Review the project budget.

#### **B.3.1.2 DESIGN**

- (i) Arrange, attend and record meetings with the Principal, client, authorities, other consultants and relevant parties.
- (ii) Undertake preliminary assessment of authority regulations and requirements.
- (iii) Prepare sketches, diagrams and other information to adequately explain the concept.
- (iv) Prepare Design Briefs for other consultants.

- (v) Co-ordinate preparation of a preliminary estimate of the Cost of Works.
- (vi) Undertake preliminary selection of materials and finishes.

### **B.3.1.3 APPROVALS**

- (i) Obtain the Principal's approval of the design concept.
- (ii) Obtain the Principal's approval to proceed with design development.
- (iii) Obtain the Principal's approval to prepare the town planning/development application, where required.
- (iv) The Consultant shall not initiate or proceed with any component of Services as listed in the Commission without prior written approval of the Principal.

## **B.3.2 DESIGN DEVELOPMENT**

### **B.3.2.1 DEVELOPED DESIGN**

- (i) Develop the approved design concept and present documents and other information to adequately explain the developed design.
- (ii) Arrange, attend and record meetings with the Principal and client.
- (iii) Arrange, attend and record meetings with authorities, other consultants and other relevant parties.
- (iv) Co-ordinate the work of other specialist consultants.
- (v) Provide schedule of proposed materials and finishes.
- (vi) Review the developed design against the budget and coordinate the preparation of an updated estimate of the Cost of Works.

### **B.3.2.2 APPROVALS**

- (i) Obtain the Principal's approval of the developed design.
- (ii) Obtain the Principal's approval to submit town planning/development application, where required.
- (iii) Obtain the Principal's approval to proceed with construction documentation.

The Consultant shall not initiate or proceed with any component of services as listed in the Commission without prior written approval of the Principal.

## **B.3.3 TOWN PLANNING/DEVELOPMENT APPLICATION**

- (i) Confirm statutory authority requirements.
- (ii) Attend pre-application meetings with relevant authorities prior to submission of formal application.
- (iii) Prepare application, including plans, diagrams, analyses, studies, reports and other information for the submission.
- (iv) Assist the Principal in co-ordinating required specialist consultants.
- (v) Assist the Principal with lodging formal application.



## **B.3.4 CONSTRUCTION DOCUMENTATION**

### **B.3.4.1 DOCUMENTS**

- (i) Arrange, attend and record meetings with the client.
- (ii) Co-ordinate and integrate the work of other specialist consultants.
- (iii) Prepare drawings including plans, elevations and sections, together with other details and schedules to enable statutory approval to construct the project.
- (iv) Prepare specifications in accordance with the drawings and the client's requirements describing the quality of materials, finishes and quality of work necessary to obtain statutory approval.
- (v) Submit required documents for statutory approval.
- (vi) Prepare further drawings, specifications and schedules to enable the construction of the project.
- (vii) Co-ordinate the preparation of a pre-tender estimate of the Cost of Works.
- (vii) Provide recommendations to the client on the preferred method of building contractor selection.

### **B.3.4.2 APPROVALS**

- (i) Obtain the Principal's approval to submit for statutory approval.
- (ii) Obtain the Principal's approval of all construction documents.
- (iii) Obtain the Principal's approval to proceed with Contractor Selection.

The Consultant shall not initiate or proceed with any component of Services as listed in the Commission without prior written approval of the Principal.

## **B.3.5 TENDERING**

Apply Government and Finance tendering and contracting policies and practices in accordance with Clause B.2.7.

## **B.3.6 CONTRACT ADMINISTRATION**

This will be undertaken in accordance with Clause B.2.8. Services may include:

### **B.3.6.1 PRE-CONSTRUCTION**

- (i) Prepare the contract documents.
- (ii) Arrange for signing and execution of the building contract documents by the Building Contractor and owner.

### **B.3.6.2 CONSTRUCTION**

- (i) Report regularly to the Principal regarding time, cost and progress of the project.
- (ii) Visit the site periodically to observe the general conformance of the construction works with the building contract documents and instruct the building contractor regarding design quality control, materials selections and performance in regard to the building contract documents.
- (iii) Arrange and attend site meetings at regular intervals, and record proceedings.
- (iv) Review shop drawings and submissions by the building contractor.
- (v) Provide the building contractor with instructions, supplementary details and clarification of the contract documents.
- (vi) Co-ordinate the construction services provided by other specialist consultants.
- (vii) Assess and determine variations and obtain the Principal's approvals where required.
- (viii) Assess and determine the Building Contractor's progress claims and issue progress certificates.
- (ix) Assess the Building Contractor's claims for extensions of time.
- (x) Adjust prime cost and provisional sums and other monetary sums.
- (xi) Instruct the building contractor in regard to incomplete work and rectification of any defects.
- (xii) Assess and determine practical completion and issue the notice of practical completion.

### **B.3.6.3 POST CONSTRUCTION**

- (i) During the defects liability period, instruct the building contractor in regard to incomplete work and rectification of defects.
- (ii) If required, advise the client and coordinate the procedure for the rectification of any defective work by others.
- (iii) Assess and determine final completion and issue the final certificate.

### **B.3.7 ADDITIONAL BUILDING DESIGN SERVICES**

The building designer may provide the following additional services in relation to this Request:

#### **B.3.7.1 FEASIBILITY STUDIES**

- (i) Establish with the client the project objectives and constraints.
- (ii) Arrange, attend and record meetings with the Principal, client, Consultants and other relevant parties.
- (iii) Review statutory planning controls and guidelines.
- (iv) Analyse site opportunities and constraints.

- (v) Prepare relevant functional relationship and spatial diagrams.
- (vi) Determine key financial indicators for the project.
- (vii) Provide report of findings and recommendations.

### **B.3.7.2 RECORD DOCUMENTS**

- (i) Undertake detailed photographic survey of existing site and buildings.
- (ii) Co-ordinate survey of existing site and building conditions by specialist Consultants.
- (iii) Undertake detailed existing building measurement.
- (iv) Prepare drawings showing existing buildings, visible services and finishes.
- (v) Prepare record documents showing completed buildings, visible services and finishes.

### **B.3.7.3 TOWN PLANNING/DEVELOPMENT APPLICATION – NEGOTIATION**

- (i) Arrange, attend and record meetings with the Principal and client.
- (ii) As directed by the Principal, negotiate and attend meetings with relevant authorities, adjoining owners or other relevant parties.
- (iii) Prepare additional drawings and documentation and/or amend existing drawings and documentation to comply with additional authority requirements.
- (iv) Submit additional or revised documentation to the relevant authority for endorsement.
- (v) Assist the Principal in preparing instructions for relevant specialist Consultants.
- (vi) Prepare additional documentation or evidence for planning courts or tribunals.
- (vii) Attend hearings and give evidence at planning courts/tribunals.

### **B.3.7.4 ILLUSTRATION**

- (i) Provide drawings, illustrations, animations etc in accordance with instructions from the Principal, or the Schedule of Deliverables Clause B.10.

### **B.3.7.5 TRADE PACKAGE DOCUMENTATION**

- (i) Assist Principal appointed programmer (or programmer appointed by selected building /Construction Manager/ Project Manager) in preparation of agreed program trade documentation packages .
- (ii) Provide documentation, including relevant drawings, specifications and schedules in trade package format.
- (iii) Provide matching specification for each trade package.
- (iv) Provide set of standard Preliminaries suitable for inclusion with all trade package documentation.

- (v) Coordinate client appointed Consultants in preparing trade package documentation for specialist sections of the works.
- (vi) Assist Principal appointed Building Contractor/Construction Manager/Project Manager in responding to queries from trade contractors.

Reference Only

## B.4 APPROVALS AND PERMITS

Where required under the scope of works, Consultants may be required to provide Services such as:

### B.4.1 DEVELOPMENT APPROVAL

Projects in the geographic location governed by the Metropolitan Region Scheme (MRS), the Peel Region Scheme (PRS) and the Greater Bunbury Region Scheme (GBRS) 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 (works) under section 16 of the *Planning and Development Act 2005* (WA).

When a development approval is required consultants 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.

Ensure the submitted documentation includes a MRS PRS or GBRS 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.

Obtain from the Local Authority the reference number for the application. 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.

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, PRS or GBRS 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)*.

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, PRS or GBRS Form 1 and has some standard letters that should be used when submitting the application to the local authority.

## **B.4.2 BUILDING ACT 2011 (WA)**

### **B.4.2.1 BUILDING PERMITS**

The *Building Act 2011 (WA)* binds the Crown and requires the Government to demonstrate that its buildings 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 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 the *Building Act 2011 (WA)*, 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)*. A separate divisional structure within Finance performs the functions of a permit authority and issues permits required under the *Building Act 2011 (WA)* for the buildings Finance constructs, procures and manages. The Principal or its agent will be responsible for submitting permit applications to the permit issuing authority.

Consistent with the *Building Act 2011 (WA)*, the Consultant must:

- (i) Ensure that all relevant technical certifications required by the Building Act are provided or obtained that might be required for a Certificate of Design compliance to be properly and duly obtained in order to allow prompt certification of the design by an independent Building Surveyor;
- (ii) Undertake to do all things and take all steps reasonably necessary to enable the Principal to obtain building, demolition or occupancy permits (as the case may be) for the works under the contract;
- (iii) Ensure that any building or demolition work is carried out pursuant to all requirements of the building or demolition permits (as the case may be) and any conditions that may be imposed on such permits;
- (iv) (iv) Ensure that any building or demolition work is undertaken in accordance with the design documentation or any variations directed under the contract;
- (v) Ensure that any building or demolition work carried out complies with any building orders issued by the permit authority;
- (vi) Where any variation affects compliance with any relevant code or standard, assist the Principal and its agents to 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;

- (vii) Ensure that all inspections and tests required under the building, demolition or occupancy permit, or otherwise required by the permit or Building Surveyor at any time when certifying the works, are carried out on site during construction. Documentation of results must be provided in a timely manner to the Building Surveyor and the Principal so as to not prejudice or delay the issuing of a Certificate of Construction compliance;
- (viii) Assist the Principal and its agents to properly and duly obtain a construction compliance to enable 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;
- (ix) Take into account the time periods and limits prescribed under the Building Act 2011 (WA) in its construction program;
- (x) Provide such further information or materials that the permit authority may reasonably require to support an application or impose conditions on the permit or certificate;
- (xi) Otherwise comply with 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 Consultant's general obligations under the General Conditions.

#### **B.4.2.2 PERMIT AUTHORITY**

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

The Minister for Commerce has delegated his powers under section 124(2)(a) and (b) of the *Building Act 2011 (WA)* to certain officers within a specific section of Finance who operate independently pursuant to that delegation to perform the State's functions as a Permit Authority.

Where officers within the Asset Advisory group of Finance 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 Asset Advisory. This Group is a separate divisional structure from the Project Delivery Groups.

Even though 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 Finance as a permit issuing authority consistently with paragraph (iii) above.

### **B.4.2.3 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 Part B Clause B.4 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 Panel Arrangement or requirement under the *Building Act 2011* (WA) or subsidiary legislation.

### **B.4.2.4 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 Part B Clause B.4.2, 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.



## B.5 HERITAGE REQUIREMENTS

There may be implications for buildings or sites on the various heritage lists. If contracted as the Lead Consultant, determine if the place (meaning site, building/s and associated contents and surroundings) has been entered on any of the following heritage lists:

- (i) State Heritage Register:  
State Heritage Office: <http://www.stateheritage.wa.gov.au/state-heritage-register>  
Telephone: (08) 6552 4000.
- (ii) National Heritage List:  
Department of Environment and Heritage: [www.environment.gov.au/heritage](http://www.environment.gov.au/heritage)  
Telephone 1800 803 772.
- (iii) List of Classified Places:  
National Trust of Australia (WA)
- (iv) Telephone: (08) 9321 6088.
- (v) Municipal Inventory of Heritage Places (refer to relevant Local Government)
- (vi) Aboriginal Heritage Sites Register: [www.daa.wa.gov.au](http://www.daa.wa.gov.au).

The Consultant must advise the Project Manager immediately if the place is found to be listed on any of the above registers. Notification should include a recommended course of action.

The Consultant must refer proposed and/or approval at the earliest possible stage of the project works to the Heritage Councils' Development Committee for comment prior to going to tender. Seeking advice from the Heritage Council is a requirement of the *Heritage of Western Australia Act 1990*. The State Heritage Office advises that 90 days should be allowed for approvals relating to sites on the State Register.

## B.6 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 footpath bond, crossover, stormwater and drainage requirements 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 when seeking direction from the Principal.

## **B.7 UNIVERSAL ACCESS**

The Principal is aware that the National Construction Code (NCC) has been amended for compliance with the *Disability Discrimination Act 1992* (Cth) (DDA). The Consultant is deemed to be conversant with the intent and contents of the current NCC.

When compliance with the DDA and the NCC affects other buildings or parts of buildings on the site but previously not directly affected by this project, the Consultant shall, as soon as practicable, advise the Principal. Such advice shall include details of the extent of the affected areas and the cost implications of this.

Similarly, when the Project Brief conflicts with the DDA and the amendments to the NCC the Consultant shall, as soon as practicable, advise the Principal. Such advice shall include details of the extent of conflict and the cost implications of this.

## **B.8 PROJECT GOVERNANCE**

For Finance projects, a Project Board or Steering Committee will be established comprising, at a minimum, a representative from Finance and one from the relevant Government agency. The Board or Steering Committee may agree to, or direct, other sub-committees to be established, and which may involve attendance by the Consultant.

Additionally, the Consultant may be required to attend other stakeholder and planning meetings for the purposes of review, presentation of reports, responding to any queries raised and like matters. The Consultant's attendance at governance and other meetings with Service Providers and Contractors, on an as required basis, is expected to sufficiently ensure the Principal's interests are protected.

## **B.9 DETAILED INSTRUCTIONS**

The following service aspects may be required and the Project Manager, may at their discretion, provide appropriate instruction.

### **B.9.1 DESIGN PERFORMANCE AND OPERATIONAL REQUIREMENTS**

Manage the design and procurement of the project works to achieve quality and performance outcomes that provide optimised whole of life efficiency and appropriate containment of risk.

This will require identification and analysis of a number of potentially viable design solutions, in terms of the project as a whole, and of the individual engineering discipline systems and components, to assist in the selection of a concept for development that best satisfies the operational needs and requirements of the Customer, within the budgeted Estimated Total Commitment (ETC) for the project works.

Design quality expectations are set out within the Office of the Government Architects (OGA's) suite of Design Standards. Projects (over \$50m) may be subject to Design Review by the OGA or Finance for all other projects in order to assess consistency with the Standards' design quality criteria. Different Standards are available for specific project types with a General Design Standard available for use in all projects.

**General Design Standard:**

[https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA\\_General\\_Design\\_Standard\\_01.pdf](https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA_General_Design_Standard_01.pdf)

**Education:**

[https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA\\_Education\\_Design\\_Standard\\_02.pdf](https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA_Education_Design_Standard_02.pdf)

**Health:**

[https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA\\_Health\\_Design\\_Standard\\_03.pdf](https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA_Health_Design_Standard_03.pdf)

**Justice:**

[https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA\\_Justice\\_Design\\_Standard\\_04.pdf](https://www.dplh.wa.gov.au/DepartmentofPlanningLandsHeritage/media/Documents/About/OGA/OGA_Justice_Design_Standard_04.pdf)

## **B.9.2 ANALYSIS OF ALTERNATIVE DESIGN SOLUTIONS**

- (i) Prepare a comparative analysis for each identified design alternative for the project as a whole and for the individual engineering discipline systems and components.

The analysis shall quantify the life cycle cost of the combination of the proposed new works, the existing facilities, and any potential future expansion issues/requirements.

- (ii) Make recommendations regarding appropriate design solutions for approval of the Principal.

## **B.9.3 WHOLE OF LIFE COST PLAN**

The project shall be designed and built to deliver the economic life required by the Customer:

- (i) Use AS/NZS 4536 Life Cycle Costing analysis, AS/NZS 4360 Risk Analysis and Health Service Impact Analysis to identify the most appropriate design solution for the works.
- (ii) Prepare a Whole of Life Cost Plan (WLCP) for the project site that considers the whole of residual life costs of the existing built environment, including services infrastructure at the project site, and factor the consequences of these costs into project decision-making.

The WLCP shall include operating, maintenance, replacement and likely development costs. Life cycle cost analysis shall consider cost consequences of interfacing with existing facilities and services, including consideration of the useful economic life of the existing assets, and the costs of extending existing asset life to match asset life of the proposed new works as appropriate.

Life cycle cost analysis shall apply net present value analysis to comply with AS/NZS 4536. The WLCP shall be in a form suitable for use as a benchmark when assessing the accumulating life cost performance of the site.

## B.9.4 SUSTAINABILITY INITIATIVES

The Department of Finance's Sustainable Non-Residential Government Buildings Policy and Sustainable Non-Residential Government Buildings Guidelines clearly define the application of sustainability in building projects.

The Consultant is responsible for ensuring compliance with Part J of the Building Code of Australia (as amended) and with the requirements of any specified Green Building Council rating tool targeted benchmarks. It is acknowledged that, in meeting its responsibilities, the Lead Consultant shall be reliant on its Subconsultants for some individual elements of the requirement.

As 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 small 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 Project Manager.

The Department's preference is for simple, cost-effective solutions that will achieve the objectives outlined in this clause. The Consultant is required to deliver an energy report at the end of Design Development, showing modelled outcomes and supporting text to explain anticipated energy use. The report should include any assumptions that require specific responses by the facility management and users. For example, this modelling could involve life cycle costing of at least three alternative energy saving air-conditioning designs for the new building, considering such initiatives as mixed mode ventilation, alternative facade designs, shading, thermal mass etc.

### B.9.4.1 GREEN BUILDING COUNCIL RATING OR CONSULTANT SUSTAINABILITY PROVISIONS REPORTING CHECKLIST

Should the Brief call for a Green Building Council of Australia's Green Star Rating, allow for all design analysis including simple simulation and modelling required to target the relevant benchmark level. The lead consultant shall ensure that all relevant data is entered into the Scorecard and that an updated copy is submitted to the Project Delivery Manager at the completion of each design stage.

Consultants shall not be required to submit certification documentation to the Green Building Council, but should ensure that the spreadsheet is accurate and the building is capable of achieving the targeted rating, should the owner agency decide to seek official certification.

OR

2The Consultant is require to provide a completed copy of the Consultant Sustainability Provisions Reporting Checklist, which outlines those sustainability initiatives which are to be incorporated in the project. The lead consultant shall ensure that all relevant data is entered

---

#### GUIDENOTES

---

<sup>2</sup>The Consultant Sustainability Provisions Reporting Checklist should only be used if it is a small project with a value of less than \$2 million, or if an appropriate Green Star Rating tool is not available. Delete if not applicable.

into the Checklist and that an updated copy is submitted to the Project Delivery Manager at the completion of each design stage. <sup>3</sup>

### **B.9.4.2 ENERGY EFFICIENCY**

The State Government is committed to reducing its energy consumption. This clause is relevant to the Consultant Sustainability Provisions Reporting Checklist option.

An important contribution to meeting this target is ensuring that new or renovated government buildings are energy efficient and designed to 'best practice' green building standards.

Design to maximise energy efficiency in operating costs while at the same time providing reasonable comfort for the occupants. This could 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; and
- (viii) In the construction of new Government offices, the Consultant shall comply with the Government's Office Accommodation Policies relating to energy efficiency

(<https://www.wa.gov.au/government/publications/government-office-accommodation-standards>). A qualified minimum of 4.5 stars NABERS Energy Base Building Rating has been required since 1 July 2006.

### **B.9.4.3 WATER EFFICIENCY**

This clause is relevant to the Consultant Sustainability Provisions Reporting Checklist option.

Design landscape and buildings to minimise the use of water. This could include:

- (i) Ensuring the incorporation of water efficient appliances and fixtures;
- (ii) Providing effective monitoring and maintenance systems;
- (iii) Installing reuse systems for grey water;
- (iv) Installing rain water and storm water collection tanks; and
- (v) Designing to manage stormwater runoff on-site to recharge aquifers.

Check with the Project Manager to verify any specific water recycling and source requirements.

---

#### GUIDENOTES

---

<sup>3</sup> The Project Manager must refer sustainability benchmarking for the specific project to the Client and the Principal Architect, to determine the agreed level of sustainability benchmarking to be inserted into this clause.

#### **B.9.4.4 WASTE MINIMISATION**

This clause is relevant to the Consultant Sustainability Provisions Reporting Checklist option.

Recommend strategies that minimise the generation of waste going to landfill and maximise reuse and recycling opportunities. Such strategies could include:

- (i) Designing buildings to maximise the opportunities to recycle materials in future;
- (ii) Considering opportunities to recycle materials such as green waste and construction/demolition waste on-site within the works; and
- (iii) Designing buildings to maximise longevity through the creation of flexible and readily adaptable designs.

#### **B.9.4.5 BUILDING MATERIALS**

This clause is relevant to the Consultant Sustainability Provisions Reporting Checklist option.

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.

#### **B.9.4.6 BUILDING DURABILITY**

A durable building is one that is long lasting, fit for purpose and requires minimal maintenance during its lifespan. As part of the project deliverables, the Consultant shall include a schedule of maintenance including required maintenance intervals and anticipated costs for major components of the building fabric.

Damage to public buildings costs taxpayers millions of dollars each year. The Consultant shall also indicate how minimisation of wilful and accidental damage has been considered in the design.

The Principal's Representative may assist the Consultant with information on how to incorporate features that are likely to assist durability and minimise damage.

#### **B.9.4.7 MODEL AND MEASURE ENERGY USE DURING DEFECTS LIABILITY**

The following clauses are to be given effect as mandatory requirements in the Scope of Services for mechanical and electrical services consultants:

(i) **Commissioning of services that use energy**

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

- (a) The energy efficiency systems of the National Construction Code (NCC) Volume 1 Parts J5 to J7, including the balance of air and water systems, damper settings, thermostat settings and the like.
- (b) Adjustable or motorised shading devices.
- (c) Relevant tuning of control systems as required in Part B Clause B.10 Schedule of Deliverables.

(ii) **Information to facilitate maintenance**

A manual(s) to facilitate the maintenance of the energy efficiency systems and equipment required by NCC Volume 1 Parts J1 to J7 must be provided, detailing:

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

(iii) **Energy monitoring**

The building's energy consumption must be monitored between the date of occupation or issue of the occupancy permit, and the issue of Final Certificate at the end of defects liability period. Please refer to Part B Clause B.10 Schedule of Deliverables on energy consumption reporting during defects liability period.

#### **B.9.5 RISK MANAGEMENT PLAN**

Prepare a Risk Management Plan for the project works to the approval of the Principal. The plan shall provide duty of care risk mitigation of facility design, construction, operation, maintenance, development and demolition risks.

Risk assessment shall comply with AS/NZS 4360.

The Risk Management Plan shall be developed progressively and appropriately as the project proceeds.

Risk mitigation shall be 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.

## B.9.6 POLICIES AND GUIDELINES

- (i) Unless otherwise directed, comply with the policies and guidelines of the appropriate Government agency that is the Customer or “Owner” of the project.
- (ii) Prior to commencing work, liaise with the Project Manager to determine the most appropriate policies and guidelines applicable to the project.

## B.9.7 RESTRICTIONS ON ACCESS TO SCHOOLS AND OTHER GOVERNMENT SITES

### B.9.7.1 EDUCATION PROJECTS

For Education projects, access to the site under this contract is controlled as described hereunder.

The *School Education Regulations 2000 (WA)* empower the school principal to regulate persons who enter or are on school premises. Accordingly, overall control of occupied school premises is the responsibility of the school Principal (occupied school premises includes a new school on a green-field site that has achieved partial or total Practical Completion). These Regulations enable the school Principal to direct the Building Contractor (Contractor), its employees, subcontractors, suppliers and the like in respect to school access.

In determining access to the school premises, the school Principal is guided by the *School Education Regulations 2000 (WA)* and other Department of Education policies. Persons admitted onto school premises must be of good character and conduct. The following conduct is prohibited on school premises and any offending person may be directed to leave the premises:

- (i) Causing disruption to or likely to cause disruption to the good order on the school premises;
- (ii) Using threatening or insulting language;
- (iii) Using threatening or violent behaviour;
- (iv) Adversely affecting the safety and welfare of persons on the school premises;
- (v) Causing damage to property that comprises or is located at the school premise;
- (vi) Smoking;
- (vii) Defacing school premises;
- (viii) Lighting fires or bringing explosives onto school premises;
- (ix) Bringing animals onto school premises;
- (x) Having intoxicating liquor and illicit substances;
- (xi) Driving vehicles off roadways and parking areas;
- (xii) Exceeding speed limits or driving in a dangerous or inconsiderate manner; or
- (xiii) Disobeying traffic signs.



## Screening for Access

The Department of Education policy requires that all persons working on occupied school premises be screened for previous convictions for certain types of offences. The Consultant shall require that contractors:

- (i) Cooperate with the school Principal to maintain effective control of access to school premises and site throughout the term of the contract.
- (ii) Screen all employees, subcontractors, suppliers and other persons entering the building site for previous criminal convictions by ensuring that they:
  - (a) Are the holder of a national police criminal record check that is no more than 2 years old, issued by police and not through a third party or commercial provider;  
or
  - (b) Have completed the relevant Department of Education “Confidential Declaration” form. A person need only complete a “Confidential Declaration” form once for entry to a particular school in relation to a specific contract. A copy of this form can be obtained from the school Principal.
- (iii) Maintain a register of employees, subcontractors, suppliers and other persons accessing the contractor’s site. On a weekly basis the contractor shall provide to the school principal the following information:
  - (a) A list of persons who have entered the site, sorted by:
    - Those with a national police certificate as above;
    - Those who have already provided a “Confidential Declaration” form to the school; and
    - Those who have completed a “Confidential Declaration” form for the contractor.
  - (b) A copy of all national police criminal record certificates and Confidential Declaration forms provided to the Contractor.

Once the Contractor ceases to maintain a controlled building site, or where the nature of the work makes a controlled site impractical, all access to the school/site shall be through the school office.

### **B.9.7.2 ACCESS TO OTHER GOVERNMENT SITES**

Consultants seeking access to other Government sites (prisons, hospitals, government buildings etc) may be subject to the individual Government agency policy on security clearances.

### **B.9.8 DISBURSEMENTS**

The contract will identify the disbursements the Consultant is entitled to under the contract, and disbursements will be managed in accordance with the General Conditions.

Unless specified otherwise in the contract, no disbursements will be payable for contracts involving a contract delivery point within the Perth metropolitan area.

Disbursements related to travel and accommodation may be payable for contracts located in regional Western Australia (as defined in the Buy Local Policy) where the contract delivery

point is located more than 80 kilometres from the Permanent Operational Office from with the Consultant is managing and delivering the contract.

## **B.9.9 WORK AT EXISTING PREMISES**

- (i) Obtain from the Project Manager a copy of any existing hazardous substances surveys, risk management reports, asbestos registers and management plans for the premises and its surrounds.
- (ii) Advise the Project Manager of any further reports or investigations that may require to be undertaken to inform the conditions on or at the project site.
- (iii) 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 construction contract.
- (iv) Make available to tenderers for the construction contract the existing management plan dealing with the identified hazards so that all relevant management issues can be adequately addressed in the contractor's site specific Safety Management Plan.
- (v) When required, arrange, on behalf of the Principal, a Consultant specialising in asbestos identification/removal.
- (vi) Incorporate any advice and recommendations of the Asbestos Consultant into tender documentation, drawings and specifications. Manage work under the construction contract in accordance with any such advice and recommendations.

### **B.9.9.1 ASBESTOS CONSULTANT**

The asbestos consultant shall:

- (i) Provide competent inspection, survey condition reporting and advice on asbestos materials;
- (ii) Be approved by the Principal;
- (iii) Conduct all relevant Services in accordance with Government requirements, including, but not limited to, National Occupational Health and Safety Commission guidelines, procedures and requirements and Occupational Health and Safety Legislation, Regulations and guidelines;
- (iv) Have, or use the services of a company with, current National Association of Testing Authorities certification for the identification of asbestos; and
- (v) In the event that asbestos is discovered following commencement of the construction contract, manage the incident in accordance with the Action Management Flowchart (refer Part B Clause B.14) included in the Consultant Brief.

## **B.9.10 DOCUMENTATION**

### **B.9.10.1 AVAILABLE FROM THE PRINCIPAL**

#### **B.9.10.1.1 CADD DRAWINGS**

The Principal may have samples of CADD documents for previously documented similar projects or documentation for the existing facilities on this site, which may assist the

Consultant with the documentation for this project. Upon request from the Consultant, the Principal will provide to the Consultant, if available, a copy of that CADD documentation.

#### **B.9.10.1.2 MANUAL DRAWINGS**

The Principal may have copies of manual drawings available for existing sites. Consultants wishing to view the drawings should make prior arrangements with the Project Manager.

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 if the Consultant wishes to view or obtain copies of these drawings. The Consultant must liaise with the Project Manager if it is not sure of the viewing access for drawings related to this contract.

Printing of plans is at the Consultant's expense.

#### **B.9.10.1.3 DISCLAIMER**

The Principal accepts no responsibility for the compliance to the "CADD Protocols for Contractual Deliverables" 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.

### **B.9.10.2 DOCUMENTATION FORMAT BY THE CONSULTANT**

#### **B.9.10.2.1 DEMOLITION OR BUILDING PERMIT APPLICATION**

The Consultant must supply to the Project Manager a complete set in CDROM or DVD for a Demolition or Building Permit application:

- (i) All Drawings, in PDF/A format
- (ii) Specifications in PDF/A format
- (iii) Reports in PDF/A format
- (iv) Copy of Planning Approval
- (v) Copy of Environment, Heritage, Health etc Approvals, if applicable
- (vi) The signed Certificates of Design Compliance in PDF/A format
- (vii) The signed Technical Certificates in PDF/A format.

The 'dwg to pdf.pc3' in the Autocad plot dialogue box provides the equivalent of the PDF/A. The layer information checkbox is to be selected and the greyscale.ctb to be used.

PDF/A for documents is achieved via the 'save as' menu selection in Adobe Professional.

Each disk (CDROM or DVD) MUST carry the following information:

- (i) Site ID;
- (ii) Project Name; and
- (iii) Project Number.

#### **B.9.10.2.2 AT TIME OF TENDER**

The Consultant must supply at time of tender to:

- (i) Building Records
  - (a) All CADD drawings in Autocad.dwg format,

- (b) All specifications,
- (c) Bills of Quantities, if applicable, and
- (d) All reports such as geotechnical, contaminated soils etc associated with the project in PDF/A format.

CADD drawings must be in a format compatible with the Finance CADD system. They must also be in accordance with "CADD Protocols for Contractual Deliverables" which can be downloaded from <https://www.wa.gov.au/government/publications/cadd-protocols-contract-deliverables>

(ii) Finance Tenders Office

A complete set on CDROM or DVD:

- (a) All CADD drawings in PDF/A format,
- (b) All specifications in PDF/A format, and
- (c) Bills of Quantities, if applicable, in Excel.

Drawings for Finance Tenders Office shall conform to the CADD protocols but be delivered as PDF/A (portable document format) files.

Prior to conversion to the PDF/A format:

- (a) Erase all entries outside the drawing boundaries;
- (b) 'Zoom' drawings to limits;
- (c) Ensure that all 'xref' files are on the same directory as the drawings to be converted (.pdfs of 'xrefs' are not required as they are bound into the PDF); and
- (d) Check on screen that all drawings display correctly prior to zipping.

Each .PDF file shall contain only one drawing.

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:

- (a) "<Project Title> - Architectural Dwgs"
- (b) "<Project Title> - Structural Dwgs"
- (c) "<Project Title> - Electrical Dwgs"
- (d) "<Project Title> - Mechanical Dwgs"
- (e) "<Project Title> - Hydraulic Dwgs"
- (f) "<Project Title> - Landscape Dwgs" (if applicable)
- (g) "<Project Title> - Civil Dwgs" (if applicable).

If any individual discipline group has drawings totalling more than 20Mb in size when 'zipped' the drawings shall be split into separate files of 8 - 10Mb in size and numbered consecutively, i.e. "<Project Title> - Structural Dwgs1", "<Project Title> - Structural Dwgs2" and so on.

All specification files are to be zipped into a single zip file if possible. Each zip file should not be more than 10 Mb.

Each disk (CDROM or DVD) MUST carry the following information:

- (i) Tender Number;
- (ii) Project Name; and
- (iii) Discipline.

### B.9.10.2.3 AS CONSTRUCTED DRAWINGS PRIOR TO PRACTICAL COMPLETION

The Consultant must provide to Building Records on CDROM or DVD in the format specified in "CADD Protocols for Contractual Deliverables", a copy of:

- (i) All drawings, modified if required and **marked** as 'As Constructed',
- (ii) A copy of asset drawings (architectural site and floor plans only), complete with copies of transmittals, drawing information sheets and checklists.

Each disk (CDROM or DVD) MUST carry the following information:

- (i) Project Number;
- (ii) Project Name; and
- (iii) Discipline.

All drawings are to be in Autocad.dwg format.

CADD disks are not to be included in the Operations and Maintenance manuals but provided to the Lead Consultant for delivery to Finance.

Files do not need to be zipped as the maximum file size requirements apply to Tender Office requirements only.

## B.9.11 PROJECT HANDOVER

Upon engagement, the Project Manager will introduce the Consultant to the Finance appointed Facilities Manager, Maintenance Officer or the Regional Manager.

The Consultant shall:

- (i) Liaise with the Facilities Manager and/or Regional 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/Regional Manager informed of the project;
- (ii) During construction phase, ensure that the Contractor informs the Facilities Manager/Regional Manager of any disruptions to existing service;
- (iii) Prepare Handover Manual one month prior to Practical Completion. For Department of Education projects, this Project Handover Manual shall be as described in the primary school brief;
- (iv) One month prior to Practical Completion, invite all nominated parties to the Practical Completion Handover Meeting. A standard agenda for these meetings will be provided by the Project Manager;
- (v) Chair the 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 Contractor and Facilities Manager/Maintenance Officer/Regional Manager to ensure that all defects are resolved;
- (viii) Report to Project Manager on results of meeting; and
- (ix) Arrange an on-site post-occupancy training session(s) within three (3) months after the issue of a Certificate of Practical Completion to be attended by the Consultant, relevant Subconsultants, the contractor, relevant subcontractors and the Customer's facility managers or representatives on operating and maintaining the building, systems and/or equipment in accordance with the design intentions and operating instructions.

## **B.9.12 MINIMUM REQUIREMENTS FOR STRUCTURAL DESIGN CHECKING**

### **B.9.12.1 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.

### **B.9.12.2 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 the 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.

### **B.9.12.3 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 Engineers Australia as either a Corporate Member or a Graduate Member.

### **B.9.12.4 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 Engineers Australia (or equivalent).
- (iv) Shall have:
  - (a) A minimum of 10 years practical experience in structural engineering for major or complex projects; or
  - (b) A minimum of 5 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.

### **B.9.12.5 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 Project Manager, 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.

### **B.9.12.6 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. The latest version of the Australian Standard will be applicable.

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, 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.

Where applicable, laboratory testing services are to be provided by a laboratory holding current NATA accreditation, to the relevant international standard, for the specific tests and the standards under which those tests were performed.

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

(i) **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.

(ii) **Wind Loads**

- (a) Wind Region;
- (b) Terrain Category;
- (c) Shielding Multiplier;
- (d) Topographic Multiplier; and
- (e) 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.

(iii) **Earthquake Loads**

- (a) Structure Type (or types where more than one exists in the project);
- (b) Acceleration Coefficient; and
- (c) Site Factor.

(iv) **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.

(v) **Site Classification**

The SITE CLASSIFICATION is to be 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.

**An example of the structural loading codes to be recorded are presented at Part B Clause B.13**

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.

### **B.9.13 SCHEDULE OF DELIVERABLES**

The Consultant will be provided with a copy of the initial Schedule of Deliverables in electronic format upon Commission.

The Consultant is required to maintain a Schedule of Deliverables throughout the period of the Contract and any amendment to this schedule may only occur after written approval has been obtained from the Project Manager. Examples of a schedule detailing the typical deliverables are contained in Part B Clause B.10.

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

### **B.9.14 RETENTION OF DOCUMENTATION**

The Consultant must retain all original documents and contract records (including physical and electronic records) directly or indirectly connected with the Schedule of Deliverables for a period of seven 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.



## B.10 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 7 of this Schedule.
  3. Column 8 is for use by the Principal's Representative only.

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
At commencement of commission	Consultant Probity Declaration	1	Project Manager	Obtain form from Project Manager			
Brief Preparation	Evidence of Consultant Insurances Signed off Brief. Signed off Brief Report including: <ul style="list-style-type: none"> <li>• Cost Estimate</li> <li>• Program</li> <li>• Cash flow</li> </ul> Site Selection Report Geotechnical Report Site Survey Plan	As req. 2 sets 1 set 2 sets 2 sets 2 sets	Principal's Rep. Principal's Rep. Principal's Rep. Principal's Rep. Principal's Rep.	<div style="font-size: 4em; font-weight: bold; letter-spacing: 0.5em;">SAMPLE</div> <div style="font-size: 4em; font-weight: bold; letter-spacing: 0.5em;">ONLY</div>			
Schematic Design	Schematic Plans. Schematic Design Report, as detailed within Part B of the Request for Proposal.	2 Sets 2 sets	Principal's Rep. Principal's Rep.				

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	Monthly Progress Report (Consultant Reporting Datasheet)	As Req.	Principal's Rep.				
	Completed Green Building Council Rating Tool Scorecard or Consultant Sustainability Provisions Reporting Checklist (the latter only to be used if there is no applicable Green Star tool or if the project is less than \$2 million and with advice of Principal Architect)	1 set	Principal's Rep.	Please consult Principal Architect			
	Fire Protection Audit Report (DOE projects only)	2 sets	Principal's Rep.	<b>SAMPLE ONLY</b>			
	Copy of DOE Security Co-ordinator's written approval of design/scope of works statement for security system.	1 set	Principal's Rep.				
	Copy of Project Manager's written approval to proceed to the next phase	1 set	Principal's Rep.				
	Confirmation that schematic plans have been signed off by the Project Manager.	1 set	Principal's Rep.				
Design Development	Design Development Report, as detailed within Part B of the Request for Proposal	2 sets	Principal's Rep.				
	Monthly Progress Report (Consultant Reporting Datasheet)	As Req.	Principal's Rep.				
	Completed Green Building Council Rating Tool Scorecard or Consultant Sustainability Provisions Reporting	1 set	Principal's Rep.	Please consult Principal Architect			

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	<p>Checklist (the latter only to be used if there is no applicable Green Star tool or if the project is less than \$2 million and with advice of Principal Architect).</p> <p>Energy Report showing modelled outcomes with text explaining anticipated energy use</p>	1 set	Principal's Rep.	Life Cycle costing of at least three alternative energy saving air conditioning designs had been modelled.			
	<p>Plans to Local Authority</p> <p><b>(Health projects only)</b> Whole of Life Cost Plan</p> <p><b>(Health projects only)</b> Risk Management Plan</p> <p>Copy of Project Manager's written approval to proceed to the next phase</p> <p>Confirmation that design development plans have been signed off by the Project Manager.</p> <p>Perspective (Optional, delete if not required)</p>	<p>1 Set</p> <p>3 sets</p> <p>3 sets</p> <p>1 Set</p> <p>1 Set</p> <p>2 sets</p>	<p>Local Authority</p> <p>Principal's Rep</p> <p>Principal's Rep</p> <p>Principal's Rep</p>	<p>Copy of letter to Principal's Rep.</p> <p>If required, fee to be negotiated with the Project Manager and client at time of appointment.</p>			
Contract Documentation	Tender Estimate Report, as detailed within Part B of Request for Proposal	2 sets	Principal's Rep.				
	Monthly Progress Report (Consultant Reporting Datasheet)	As req.	Principal's Rep.				

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	<p>Completed Green Building Council Rating Tool Scorecard or Consultant Sustainability Provisions Reporting Checklist (the latter only to be used if there is no applicable Green Star tool or if the project is less than \$2 million and with advice of Principal Architect)</p> <p>Written confirmation that an independent structural design check has been carried out</p> <p>Building permit documentation, including all drawings, specification, Certificate of Design Compliance, associated technical certification etc</p> <p>Contractors Prequalification</p> <p>Hard Copy of Tender Documents- Specifications &amp; Drawings</p> <p>Electronic Copy of Tender Documents – Specifications and Drawings</p> <p>Colour Scheme</p>	<p>1 set</p> <p>1 set</p> <p>1 set</p> <p>1 set</p> <p>As nom. 2 Sets</p> <p>1 Set</p> <p>1 Set</p> <p>3 Sets</p>	<p>Principal's Rep.</p> <p>Principal's Rep.</p> <p>Principal's Rep.</p> <p>Principal's Rep.</p> <p>Finance Tenders Office</p> <p>Principal's Rep</p> <p>Finance Tenders Office</p> <p>Principal's Rep.</p>	<p>Please consult Principal Architect</p> <p>All design documentation and certification required to apply for building permit in accordance with the Building Act 2004, Building Permit Authority (Building Commission) requirements.</p> <p>In correct format on CD or email</p>			
	<p>Confirmation that Security Management Plan requirements are included in the construction contract (DOE projects only)</p> <p>Drawings, specifications, measurements or other details relating</p>	<p>1 Set</p> <p>1 Set</p>	<p>Principal's Rep.</p> <p>Principal's Rep.</p>	<p>Principal's Rep is to forward to the Contractor nominated in these specifications.</p>			

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	to the installation of data cabling in WA schools (if applicable)						
	Computer CADD documentation discs including a copy of the Specification and Bill of Quantities where the Bill of Quantities is included	1 Set	Building Records Manager	Refer to the "CADD Protocols for Contractual Deliverables" or detailed requirements and submit copy of transmittal to Principal's Rep.			
	Drawing List (all disciplines)	1 set	Building Records Manager				
	Draft copy of landscape drawings & specification (DOE projects only)	2 Sets	Principal's Rep	Submit to Principal's Rep for approval.			
	A3 copies of architectural plans	1 Set	Principal's Rep.				
Tender	Tender Enquiries Log	1 Set	Principal's Rep.	<b>SAMPLE ONLY</b>			
	Tender Recommendation & Reconciliation	1 Set	Principal's Rep.				
	Energy Impact Estimate & Self Certification Checklist (DOE projects only)	3 sets	Principal's Rep				
	Principal Identified Hazards	1 set	Principal's Rep.				
Contract Administration	Site Meeting Minutes	As req.	Principal's Rep.				
	The digital image to be used on the site signboard in Encapsulated Post Script (EPS) or high resolution Joint Photographic Experts Group (JPG) format.	As req.	Principal's Rep.				

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	Occupational Safety and Health Report	2 sets	Principal's Rep. and Contractor	Prior to the Contractor commencing work on-site			
	Updated Occupational Safety and Health Report	As req.	Principal's Rep. and Contractor	Required only if the OSH Report is updated during the construction phase.			
	Contract Administration Report as detailed within Part B of this Request	As req.	Principal's Rep.	<b>SAMPLE ONLY</b>			
	AS2124 requirements, including: <ul style="list-style-type: none"> <li>• Construction Program/s</li> <li>• Progress Payment Certificates with Schedule of Variations</li> <li>• Variations</li> <li>• Authorisations relating to retention/security.</li> <li>• Practical Completion Certificate/s</li> <li>• Final Completion Certificate</li> </ul>	As req.	Principal's Rep.				
	Security Management Plan Pro-forma	1	Principal's Rep.				
	Approval of record relating to the testing of all services by the Contractor	1 set	Principal's Rep.		Before a Certificate of Practical Completion is issued		
	Occupancy permit documentation, including Certificate of Construction Compliance and associated technical certification	1 set	Principal's Rep.	All documentation certification required to apply for occupancy permit, in accordance with the <i>Building Act 2011</i> and Building Commission requirements			
	Handover Meeting (with Principal's Rep) Minutes	As req.	Principal's Rep.				
	Handover Meeting (with FM Contractor/Regional Manager) Minutes	As req.	Principal's Rep.				

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	<p><b>(Police and Corrective Services projects only)</b> Site Asset Location Plan</p> <p>Computer CADD "As Constructed" disks plus BIM (Building Information Modelling) if applicable</p> <p>Maintenance and Operation Manuals</p> <p>Post Occupancy Training Session as detailed within Part B.</p> <p>Consultant to provide a monthly or quarterly report from each Subconsultant's data recording of energy use</p> <p>Building Tuning Report showing the outcomes of the tuning process</p> <p>Final Report showing actual energy use on a monthly or quarterly basis (Energy Use Report)</p>	<p>2 sets</p> <p>1 set</p> <p>As nom.</p> <p>As nom.</p> <p>As nom</p> <p>As nom</p> <p>As nom</p>	<p>Principal's Rep.</p> <p>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>Occupiers/ Principal's Rep</p>	<p>Refer to the "CADD Protocols for Contractual Deliverables" for detailed requirements and submit copy of transmittal to Principal's Rep.</p> <p>All projects require a minimum of 2 copies of the Maintenance and Operation manuals bound in A4 folders and an electronic disk comprising all contents of the manual in PDF format. Provide a copy to the Project Manager and a copy to the Facility owner.</p> <p>Training to be provided at handover meeting. Possible performance upgrades to be provided in writing within three months of issue of a Certificate of Practical Completion.</p> <p>Data for the energy use of offices is only required for a period of one year. Frequency of reporting will be dependent upon project and specified in collaboration with Principal Architect</p> <p>Any discrepancies detailed and remediation measures recommended.</p> <p>Frequency of reporting will be dependant upon project and specified in collaboration with Principal Architect.</p>			

SAMPLE ONLY

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
	Final Completion Report, as detailed within Part B of the Request for Proposal.  <b>(Health projects only)</b> Certification that the Consultant has loaded the Whole of Life Cost Plan, Risk Management Plan, and Operating and Maintenance Plan onto the Health Service Engineering Asset and Works Management System  Telephone layout plans to Principal's Rep (DOE projects only)	2 sets  2 sets	Principal's Rep.  Principal's Rep	Any discrepancies are to be detailed and remedial actions suggested, if necessary, to address any significant excess consumption.			
	Computer Layout plans to Principal's Rep (DOE projects only)  Personal Computer Layout Plans	2 sets  2 sets	Principal's Rep  Principal's Rep				
Post Commissioning Optimisation	Post Commissioning Optimisation Report, as detailed within Part B of the Request for Proposal.	As req.	Occupiers/ Principal's Rep.				
General	Project Control Group Meeting Minutes	As req.					

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

Consultant's Representative: .....

(Name)

(Signature)

(Date)

Engineering & Building Specialists Panel V17 (Mar 2024)

TRIM: 03495947

SAMPLE

ONLY



## B.11 CONSULTANT SUSTAINABILITY PROVISIONS REPORTING CHECKLIST

(Only to be used if there is no applicable Green Star tool or if the project is less than \$1 million. Liaise with Principal Architect, to assist with selection of site specific initiative.)

Project:

Updated On:

Consultant:

Project Number:

By:

Signature:

Sustainability Provision	Design Features Incorporated	Yes	No	Partial Completion	Associated Costs	Comments: Advantages, Disadvantages, Other Sustainability Features
<b>Re-use of Existing Building Stock</b>	Adaptive Re-use					
<b>Energy Efficiency</b>	Passive solar design					
	Maximise day-lighting					
	Maximise passive heating opportunities					
	Energy efficient design to minimise active heating and cooling requirements					
	Energy efficient plant and equipment					
	Energy efficient lighting systems					
	Efficient control and effective maintenance systems, including monitoring of energy consumption					
	Optimised opportunities to use renewable energy sources and incorporate renewable energy technologies					
<b>Water Efficiency</b>	NABERS Base Building Rating					
<b>Water Efficiency</b>	Water efficient appliances and fixtures					
	Effective monitoring and maintenance systems					
	Reuse systems for grey water					
	Rain water and storm water collection tanks					

SAMPLE ONLY

	Manage stormwater runoff on-site to recharge aquifers					
<b>Waste Minimisation</b>	Design buildings to maximise the opportunities to recycle materials in future					
	Consider opportunities to recycle materials such as green waste and landfill on-site within the works.					
	Design buildings to maximise longevity through the creation of flexible and readily adaptable designs.					
<b>Building Materials</b>	Design for resource conservation (using the minimum amount of material required for the function)					
	Maximise the use of recycled material					
	Use of materials, as much as possible, that can be sourced from suppliers close to the site					
	Minimise life cycle costs through using materials and equipment requiring minimal maintenance and with maximised expected useful life					
	Minimise or avoid the use 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					
	<b>Building Durability</b>	Design elements contributing to durability				
Attach schedule of maintenance including frequency and, anticipated costs, derived through research						

SAMPLE

ONLY

	Minimisation of wilful and accidental damage opportunities					
<b>Universal Access</b>	Compliance with Commonwealth <i>Disability Discrimination Act 1992</i>					
	Compliance with Part D3 of the BCA – Access for People with Disabilities					
<b>Furniture Services</b>	Choose materials with low volatile organic compound (VOC) emissions in: Floor coverings Furniture components Blinds					
	Give preference 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					

SAMPLE

ONLY

## B.12 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.				

### 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)

## B.13 RECORDING OF STRUCTURAL DESIGN LOADS

The following is an example of the structural loading codes to be recorded on the structural drawings

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

### DESIGN INFORMATION

#### Dead and Live loads AS 1170.1 (or latest version if amended)

Live load - Block A, mezzanine 5 kPa

Live load - Block B concrete roof (non trafficable) 1.5 kPa.

#### Wind loads AS 1170.2 (or latest version if amended)

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 (or latest version if amended)

Structure type II

Acceleration coefficient 0.14

Site factor 1.25

#### Soil bearing pressures

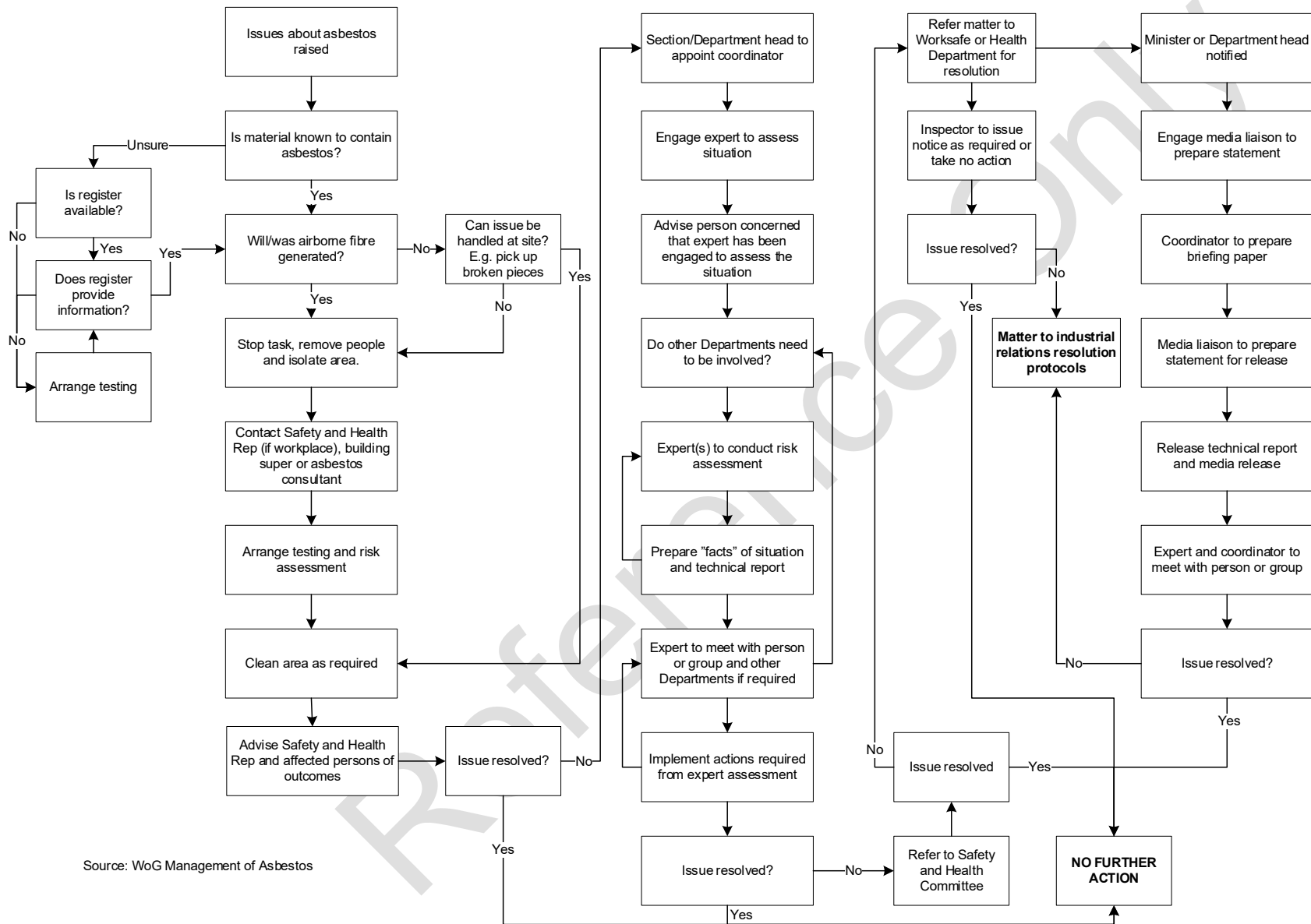
All footings (safe working bearing pressure). 3 kPa

Site classification M

SAMPLE

ONLY

# B.14 ASBESTOS INCIDENT FLOWCHART



Source: WoG Management of Asbestos

## B.15 SAMPLE ANNEXURE

(FOR DIRECT ENGAGEMENT BY FINANCE)

Sample copy of the Annexure to the General Conditions AS 4122-2010

Item		
Item 1 (clause 1.1)	The Client is:	The Minister for Works
Item 2 (clause 1.1)	The Consultant is:	
Item 3 (clause 1.1)	The Contract Documents are:	<ol style="list-style-type: none"> <li>1. The General Conditions of Contract;</li> <li>2. The Scope of Work;</li> <li>3. The Consultant's Proposal;</li> <li>4. The Code of Practice for the Building and Construction Industry in Western Australia;</li> <li>5. The Letter of Commission;</li> <li>6. The Special Conditions of Contract</li> <li>7. The Annexure to the General Conditions of Contract;</li> <li>8. The Consultant Brief;</li> <li>9. The Project Brief;</li> <li>10. The addenda and any other correspondence issued to the Consultant by the Principal; and</li> <li>11. 4</li> </ol>
Item 4 (clause 1.1)	The Scope is described in the following Documents, or the Scope is:	5
Item 5 (clause 5.1)	The purpose(s) for which the Services will be suitable is/are:	6
Item 6	The Client's representative is:	7

### GUIDENOTES

4 Insert other relevant Documents forming this Contract.

5 The 'Scope', within the context of AS 4122-2010, is intended to describe the Scope of the Services that are required to be performed and their relationship to the project being undertaken by the Client. Either identify the documents that describe the Scope or include a statement of the Scope in this item.

6 Insert the purpose(s) for which the Consultant's Services have been engaged

7 Insert the name, address, email address, facsimile number and phone number of the person responsible for administering this Consultant Contract. This may or may not be a Department of Finance Officer.

Item		
(clause 6.1)		
Item 7 (clause 6.2)	The Consultant's representative is:	
Item 8 (clause 10.1)	Claims for payment must be made on the following basis:	<p><b>§</b>Lump sum: \$.....</p> <p>And/or</p>
<b>SAMPLE</b>	<b>Hourly Rates</b>	Yes    No
	(Strike through as appropriate)	
<b>ONLY</b>	<b>9</b> GST Inclusive	Yes    No
	(Strike through as appropriate)	
	<b>10</b> Role / Task:	Rate \$/per
	None	N/A
	<b>11</b> Stage / Task:	\$ / % of Fee
Item 9 (clause 10.2)	Disbursements for which the Consultant may claim payment:	The lump sum amount is inclusive of all disbursements. See Part A Clause A.6.11.2
Item 10 (clause 10.3)	Time to claim payment is not later than:	<b>12</b>
Item 11 (clause 10.6)	Time for payment is no later than:	30 calendar days

---

**GUIDENOTES**


---

**§** Specify whether claims for payment will be on a lump sum or hourly rates or any combination. The lump sum is inclusive of all fees and disbursements of the Consultant and necessary Subconsultants.

**9** Specify whether the basis is inclusive or exclusive of GST.

**10** If rates apply, specify rates and intervals.

**11** Specify whether claims for payment, however calculated, will be paid in a single lump sum or in stages.

**12** If left blank, the time for making a claim is the last business day of each month. Only one claim may be made each month.



Item		
Item 12 (clause 10.9)	The rate of interest for overdue payment is:	6.00% per annum.
Item 13 (clause 12.1)	<u>13</u> Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is:	Alternative 1: Date:
	<u>14</u> Alternative 2: Under the program attached.	Alternative 2: see attached program.
Item 14 (clause 12.3(c))	Other causes of delay for which the Consultant may notify an extension of time:	Not Applicable.
Item 15 (clause 13.2)	The approvals to be obtained by the Consultant are:	As required by the terms of the Contract and by law.
Item 16 (clause 18)	The key personnel are:	SAMPLE
Item 17 (clause 19.2)	Existing conflicts of interest:	ONLY
Item 18 (clause 21.3)	Copyright and other Intellectual Property Rights, the Alternative is:	Alternative 2
Item 19 (clause 21.3 alternative 2)	List of excluded Intellectual Property Rights:	None
Item 20 (clause 21.4 alternative 2)	The additional amount payable to the Consultant for the granting of Intellectual Property Rights is:	None

## GUIDENOTES

13 Select the appropriate alternative. If alternative 1 is selected insert the date by which the Services are to be completed or the period after the commencement of the Contract by which they are to be completed.

14 If Alternative 2 is to apply, a program must be attached and only after you have consulted with your manager. This still must clearly indicate a date for completion and the various stages/tasks in the program. If you wish for the Consultant to provide a program as part of the tender then this should be specifically provided for in detail in the Annexure and must state the date when the Consultant must provide that program by, and also within what parameters of date(s) of completion for the Services or components of the Services. This should be set out in detail in this Item. If you are unsure, you should seek advice from your line manager. If nothing is stated or attached then the time for completion will be within a reasonable time which is not acceptable, therefore it is imperative that the requirements for the program are specified in detail.

Item		
Item 21 (clause 22.1)	Does clause 22 (Moral Rights) apply?	<i>15</i> Yes / No If Yes, the author is:
Item 22 (clause 23.1)	The following Documents are confidential:	All materials provided to the Consultant by the Client or any other party for the purpose(s) of this project.
Item 23 (clause 24.4)	Maximum period for which the Client may suspend the Services at any one time, after which the Consultant may terminate:	The Client's right to suspend the Services is unlimited
Item 24 (clause 29.1)	The Consultant's Liability is limited to:	If no amount is specified, the Consultant's liability is unlimited.
Item 25 (clause 30.2)	The amount of public liability insurance is:	\$5 Million for any one occurrence
Item 26 (clause 30.4)	The amount of professional indemnity insurance is:	<i>16</i> \$5 Million
Item 27 (clause 30.4)	The professional indemnity insurance must be maintained for the following period after termination or expiration of the Contract	6 years
Item 28 (clause 30.7)	The Client must effect the following insurances and maintain them for the following periods:	<i>17</i> None
Item 29 (clause 33.1)	The address for service of notices is:	<b>The Client</b> All notices, other than notices served under clause 31 or 32 of the General Conditions of Contract: <i>18</i> Notices served under clause 31 or 32 of the General Conditions of Contract:

## GUIDENOTES

*15* Select yes if the Principal/Client is to going to be obliged to attribute the physical work to the Consultant or other author.

*16* The level of Professional Indemnity insurance should reflect the risks in the project and sufficiently protect the Principal against possible loss. If unsure, seek advice from your line manager or RiskCover.

*17* Insert the type, periods and amounts of any additional insurances that you may require the Client to effect that may be specific to your project, if any. If unsure, seek advice from your line manager or RiskCover.

*18* Insert the name, postal address, email address and facsimile number of the Client's representative.

Item	<p style="font-size: 48px; margin: 0;">SAMPLE</p> <p style="font-size: 48px; margin: 0;">ONLY</p>	
	<p style="text-align: right; margin: 0;">             Department of Finance              Building Contracting Services              6<sup>th</sup> Floor, The Optima Building              16 Parkland Road              Debonair Park WA 6017           </p>	
Item 30 (clause 35)	The law governing this Contract is:	The law of Western Australia.
Item 31	Has this Contract been amended from its original form?	<p>Yes.</p> <p>Refer to Schedule 1 of the Request, setting out clauses that have been deleted, amended or added to the standard form of the AS 4122-2010 by this contract.</p>

## C. PART C - RESPONDENT'S OFFER

### C.1 NOTE TO RESPONDENT

Part C should be completed by the Respondent and returned to Finance along with any additional requested information.

In preparing its Offer, the Respondent must:

- (i) Address each requirement in the form set out in this Part C;
- (ii) Take into account the Terms and Conditions of this Panel and General Conditions of Contract;
- (iii) Assume that Finance has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for Finance or any other Public Authority; and
- (iv) Identify any information provided in the Offer that the Respondent wishes to be kept as confidential.

### C.2 IDENTITY OF RESPONDENT

The Respondent must provide the following details:

Name of Legal Entity	
ACN (if a company)	
Business Name	
ABN	
Registered address	
Address of principal place of business	
Website	
Number of years the Respondent has been operating	
Contact Person	
Contact Person Position Title	
Email	
Telephone	
Facsimile	
Address for service of contractual notices	

### C.3 CORPORATE STATUS

The Respondent must provide details of its corporate status by ticking one of the boxes below and providing the necessary supporting information.

- Sole trader.
- Partnership (Attach, on a separate sheet, the full names of all Partners).
- Incorporated Company (Attach a copy of the ASIC registration details including the full names of directors and shareholders. Should the Company be a Trustee also provide the names of the Trust beneficiaries and copy of the Trust Deed).
- Incorporated Joint Venture (Attach a copy of the ASIC registration details including the full names of directors and shareholders).
- Unincorporated Joint Venture (i.e. Consortium) (Attach details of each member of the consortium as appropriate to the corporate structure of the member).
- Trading Trust (Attach a copy of the Trust Deed).
- Other (Attach details).

## C.4 NOMINATED SPECIALIST DISCIPLINE CATEGORY

- (i) The Respondent must nominate the specialist area(s) of practice that it is applying for by ticking one or more of the boxes below.
- (ii) The Respondent shall note that its response **must** separately address the Selection Criteria for each Specialist Discipline Category (not area of practice) that it nominates in its Offer.

### SPECIALIST DISCIPLINE CATEGORY

- |                              |   |                          |
|------------------------------|---|--------------------------|
| 1. Structural Engineering    | Building structures                         | <input type="checkbox"/> |
|                              | Retaining structures                        | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 2. Electrical Engineering    | Electrical light & power                    | <input type="checkbox"/> |
|                              | Vertical transportation                     | <input type="checkbox"/> |
|                              | Security Surveillance systems               | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 3. Mechanical Engineering    | Air conditioning and mechanical ventilation | <input type="checkbox"/> |
|                              | Conveying systems                           | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 4. Civil                     | Civil                                       | <input type="checkbox"/> |
|                              | Hydrology                                   | <input type="checkbox"/> |
|                              | Hydrogeology                                | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 5. Geotechnical              |   | <input type="checkbox"/> |
| 6. Fire Safety Engineering   | Fire Sprinklers                             | <input type="checkbox"/> |
|                              | Fire Detection Systems                      | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 7. Acoustic Engineering      | Acoustics                                   | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |
| 8. Environmental Engineering | Calculation and Accreditation               | <input type="checkbox"/> |
|                              | Contaminant Assessment/Testing/Monitoring   | <input type="checkbox"/> |
|                              | Environmental Impact Studies                | <input type="checkbox"/> |
|                              | Wetland Surveys                             | <input type="checkbox"/> |
|                              | Other (please specify)                      | <input type="checkbox"/> |

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

- 9. Environmentally Sustainable Design (ESD)
- 10. ICT 
  - Audio
  - Audio Visual
  - Telecommunication
  - Information Technology
- 11. Hydraulic Services
- 12. Security Consultants
- 13. Traffic Engineering
- 14. Land Surveying
- 15. Time Programming
- 16. Logistics Planning & Materials Handling
- 17. Hazardous Materials
- 18. Ethnographic & Archaeological 
  - Ethnographic
  - Archaeological
- 19. Building Design 
  - Building Design
  - Drafting / Technician Services
- 20. Landscaping Design
- 21. Machinery Design
- 22. Theatre Consultant Advisory Services
- 23. Other Relevant Value Added Services  Please specify \_\_\_\_\_

## C.5 CLAIM FOR REGISTRATION AS A REGIONAL BUSINESS

The Respondent must nominate whether it operates from regional premises by ticking one of the boxes below, and providing the necessary supporting information.

- The Respondent operates from regional premises (full details of regional presence and operations must be provided in accordance with Part A Clause A.6.5); or
- The Respondent does not operate from regional premises.

## C.6 ELIGIBILITY REQUIREMENTS

### 1. Professional Qualifications / Registration / Membership / Licensing

For certain types of specialist disciplines, Respondents are required to be registered with professional bodies in Australia or licensed in order to practice. Where such is the case, Respondents will be required to demonstrate that they have the necessary registration or licence to operate professionally. The Principal will not consider Offers that do not meet all of the professional registration or licensing requirements to operate.

#### ENGINEERING DISCIPLINES

- (i) For each Engineering discipline nominated, the director, partner, manager, or other person responsible for the discipline concerned shall hold a recognised academic qualification in Engineering for the relevant discipline from a university or similar educational institution and be eligible for membership of the National Professional Engineers Register (NPER) and/or Engineers Australia (MIE Aust) and/or be a Chartered Engineer (CPEng) or an equivalent professional association.
- (ii) Security consultants shall be licensed under the *Security and Related Activities (Control) Act 1996 (WA)* as amended. Copies of licence papers and associated conditions must be submitted with the Offer.
- (iii) Acoustic consultants shall be members of the Association of Australian Acoustical Consultants.

#### BUILDING SPECIALIST DISCIPLINES

- (i) For each building specialists discipline nominated by the Respondent, the director, partner, manager, or other person responsible for the discipline concerned must:
  - (a) Hold a relevant qualification in the related field, such as Diploma, Associate Diploma and Advanced Diploma; and
  - (b) Provide details of relevant professional memberships/accreditation and licensing requirements.



**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

Where Respondents do not hold a relevant qualification in the related field, they will be required to demonstrate their competency and experience to a high standard to the satisfaction of the Evaluation Panel.

Where there is a requirement for the Respondent to be registered or licensed in order to practice, Respondents will be required to demonstrate that they have the necessary registration or licence to operate professionally and lawfully.

**RESPONDENT TO COMPLETE:**

Names and positions of persons responsible for nominated discipline	Provide details of relevant qualifications, registrations, memberships, accreditation, licensing etc. as above

**2.    Relevant Experience**

The person nominated by the Respondent in relation to (i) above must have worked in the nominated discipline for a minimum of five years.

For each nominated discipline, please confirm the Respondent has worked in the discipline for a minimum of five years.

**RESPONDENT TO COMPLETE:**

Yes

## C.7 SELECTION CRITERIA

The Respondent **must** provide a submission to address the following Selection Criteria and **provide a separate response for each Specialist Discipline Category for which it has nominated** in Part C Clause C.4.

Whilst experience in delivering non-residential buildings for government in Western Australia is preferable, Respondents may cite examples of non-government building projects it has undertaken that are equivalent in scale, significance and/or complexity. Such examples should be supported by details to demonstrate this equivalency.

### C.7.1 CRITERION 1 – TRACK RECORD OF THE FIRM

A. Using the templates below, demonstrate your firm’s experience by listing relevant projects, completed in the last 5 years, outlining the project description, date, project value, key personnel and their roles. Please expand the table as required.

(Note: project experience gained by individuals whilst employed elsewhere other than with the Respondent should be listed in that individual’s resume under Criterion 2).

<b>A</b>	<b>Nominated Specialist Discipline</b> (max 2 pages per Discipline)
<b>PROJECT 1</b> <ul style="list-style-type: none"> <li>• Description</li> <li>• Year</li> <li>• Project Value</li> <li>• Key Personnel and Roles</li> </ul>	
<b>PROJECT 2 (etc)</b> <ul style="list-style-type: none"> <li>• Description</li> <li>• Year</li> <li>• Project Value</li> <li>• Key Personnel and Roles</li> </ul>	

B. Respondents are invited to provide supplementary details in no more than two (2) pages for any specialist skills and capabilities that may complement the Services required under this Request and are of benefit to Finance.

<b>B</b>	<b>Other Related Value Added Services</b> (Clause C.4 - 23)
<b>PROJECT 1 (etc)</b> <ul style="list-style-type: none"> <li>• Description</li> <li>• Year</li> <li>• Project Value</li> <li>• Key Personnel and Roles</li> </ul>	

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

**C.** The Respondent must provide two (2) referees in respect of the projects referred to in its Offer by providing information in the following table.

Referee Name	Company Name & Position in the company	Contact Phone No and email	Project

**C.7.2      CRITERION 2 – EXPERTISE OF SPECIFIED PERSONNEL**

**A.** For each of the Specified Personnel, the Respondent must provide a one-page Resume in the template below to:

- (i) Demonstrate skills, knowledge and project experience related to the required Services described in Part B of this Request;
- (ii) Identify the Specialist Discipline Category for which they are nominated; and
- (iii) Include experience gained while employed by or contracted to other firms

<p><b>RESUME for (.....) 1 page each key personnel</b>  <small>(INSERT NAME)</small></p>
<p>NOMINATED ROLE: (e.g. partner/associate, engineer, graduate, etc)</p>
<p>SPECIALIST DISCIPLINE:</p>
<p>PROFESSIONAL HISTORY:</p> <p>(Including project experience gained at other firms)</p>
<p>Include Qualifications, Registrations, Memberships, Accreditations, Building Information Modelling capability and other relevant specialised experience etc.</p>
<p>PROJECTS (relevant recent projects only)</p> <ul style="list-style-type: none"> <li>• Project description</li> <li>• Year</li> <li>• Project value</li> <li>• Role fulfilled</li> </ul>

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

**B.** The Respondent must provide details of the Specified Personnel it wishes to nominate as part of its Offer, in the tables below:

**(i) Key Personnel**

No	Name	Professional qualifications	Professional Membership	Licence number, if applicable	Years with the Firm	Years of Experience	Nominated Specialist Discipline Category
1							
2							
3							

(extend table as required)

**(ii) Graduates**

No.	Name	Year Graduated	Professional Membership	Years with the Firm	Years of experience since graduation	Nominated Specialist Discipline Category
1						
2						
3						

(extend table as required)

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

**(iii) ENVIRONMENTALLY SUSTAINABLE DESIGN (ESD) CAPABILITY**

Please provide a list of projects in the relevant tables below to demonstrate your capability:

**(a) Green Star Accredited Professionals**

		<b>Green Star Projects (Australia only)</b>	<b>Certified (Y/N)</b>	<b>Project Value</b>
<b>No</b>	<b>Nominated Personnel</b>			
<b>1</b>				
<b>2</b>				
<b>3</b>				

(extend table as required)

**(b) NABERS Accredited Assessors**

		<b>Accredited Projects (Australia only)</b>	<b>Project Value</b>
<b>No.</b>	<b>Nominated Personnel</b>		
<b>1</b>			
<b>2</b>			
<b>3</b>			

(extend table as required)

**PART C RESPONDENT TO COMPLETE AND RETURN THIS PART**

**(iv) Building Information Modelling (BIM) Capability**

No.	Nominated Personnel	BIM Projects (Australia only)	Industry Foundation Classes (IFC) used	Platform used	Level of Development (LOD)
1					
2					
3					

**(v) Section J / NCC Assessors**

No.	Name	Relevant qualifications	Relevant Registration Details	Licence number, if applicable	Years with the Firm	Years of Experience
1						
2						
3						

**(vi) Other Building Specialist Key Personnel**

No.	Name	Relevant qualifications	Relevant Registration Details	Licence number, if applicable	Years with the Firm	Years of Experience	Nominated Specialist Discipline Category
1							
2							
3							

## C.8 SUBMITTED HOURLY RATES

The Respondent is invited to submit its firm's hourly rates for each of the nominated specialist disciplines.

The template below can be amended to reflect the appropriate breakdown of costs.

	<b>Engineering Grade</b>	<b>Years of Experience</b>	<b>\$/Hour (GST Exclusive)</b>	<b>GST (@ 10%)</b>	<b>\$/Hour (GST Inclusive)</b>
<b>Partner / Director</b>					
<b>Associate/Senior Engineer</b>					
<b>Engineer</b>					
<b>Graduates</b>					
<b>Building Specialist Discipline</b>					
<b>Technician/Draftsperson</b>					

The hourly rates provided are those that are relevant to your firm's structure and should reflect the levels of experience within your organisation.

The table at Clause C.8.1 provides guidance to the levels of engineering experience and competency.

### C.8.1 ENGINEERING EXPERIENCE AND COMPETENCE

(Source – Engineers Australia)

<b>Professional Engineer</b> (MIEAust) A four or more year accredited professional engineering course (i.e. 4 year or 3 + 2 year) Equivalent qualification under the Washington Accord ( <i>or as assessed by Engineers Australia</i> )		(CPEng) has attained Chartered Status (FIEAust) has attained Fellow Status (Eng Exec) has attained Engineering Executive  Professional Engineer applies lifelong learning, critical perception and engineering judgement to the performance of engineering services. They challenge current thinking and conceptualise alternative approaches, often engaging in research and development of new engineering principals, technologies and materials. Professional Engineers require at least the equivalent of the competencies in four-year-full-time bachelor degree in engineering		
Level	Minimum Qualifications	Experience	Level & Credential	Job Duties / Responsibilities
Level 1	A four or more year accredited under graduate engineering qualification. Equivalent qualification under the Washington Accord ( <i>or as assessed by Engineers Australia</i> )	1-4 years	<ul style="list-style-type: none"> <li>Graduate Member (GradIEAust) 1 - 4 years</li> <li>Chartered (CPEng) commence.</li> </ul>	Has been assessed, Australian & International Qualifications (Washington Accord). Undertakes engineering tasks of limited scope and complexity under the supervision of more senior engineers. Need to develop practice skills and professional competencies through on the job experience.
Level 2	As per Level 1	4 -10 years	<ul style="list-style-type: none"> <li>Member (MIEAust)</li> <li>Chartered (CPEng)</li> <li>National Engineering Register (NER)</li> </ul>	Has greater independence and less supervision, but guidance on unusual features is provided by engineers with more substantial experience. CPEng - maintain Continuing Professional Development (CPD).



**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

Level 3 & 4	As per Level 1	10-15 years	<ul style="list-style-type: none"> <li>• Member (MIEAust)</li> <li>• Chartered (CPEng)</li> <li>• Fellow (FIEAust)</li> <li>• National Engineering Register (NER)</li> </ul>	<p>Assigns and reviews work for technical accuracy and supervises other professional and technical Staff.            Provision of technical advice to management and detailed technical responsibility for the coordination of work programs.            CPEng - maintain Continuing Professional Development (CPD).</p>
Level 5	As per Level 1	20+ years	<ul style="list-style-type: none"> <li>• Chartered (CPEng)</li> <li>• Fellow (FIEAust)</li> <li>• Engineering Executive (Eng Exec &amp; CPEng)</li> <li>• National Engineering Register (NER)</li> </ul>	<p>Senior management position.            Usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities or as an engineering consultant.            CPEng - maintain Continuing Professional Development (CPD).</p>
<p><b>Engineering Technologist (TMIEAust)</b>            A three year accredited under graduate engineering qualification.            Equivalent qualification under the Sydney Accord (or as assessed by <i>Engineers Australia</i>).</p>		<p>(CEngT) has attained Chartered Status            (TFIEAust) has attained Fellow Status            (Eng Exec) has attained Engineering Executive            (NER) National Engineering Register  <i>Engineering Technologists</i> exercise ingenuity, originality and understanding in adapting and applying technologies, developing related new technologies or applying scientific knowledge within their specialised environment.            Engineering Technologist require at least the equivalent of the competencies in a three-year-full-time bachelor degree in engineering.</p>		

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

<p><b>Engineering Associates (AMIEAust)</b> A two year accredited under graduate engineering qualification. Equivalent qualification under the Dublin Accord (<i>or as assessed by Engineers Australia</i>).</p>	<p>(CEngA) has attained Chartered Status (AFIEAust) has attained Fellow Status (Eng Exec) has attained Engineering Executive</p> <p><i>Engineering Associates</i> apply detailed knowledge of standards and codes of practice to selecting, specifying, installing, commissioning, monitoring, maintaining, repairing and modifying complex assets such as structures, plant, equipment, components and systems.</p> <p>Engineering Associates require at least the equivalent of the competencies in a two-year full-time associate degree in engineering or a two-year full time advanced diploma in engineering from a university or TAFE college</p>
--	--

Reference

## C.9 COMPLIANCE AND DISCLOSURE REQUIREMENTS

The Principal, in its assessment, will also consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Principal reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements and suspend any Panel Member that does not demonstrate an ongoing compliance to the Compliance and Disclosure Requirements.

### (a) Compliance

#### (i) Request Conditions

The Respondent must confirm that it will comply with the Request conditions in Part A.

**RESPONDENT TO COMPLETE:**

Does the Respondent agree to the Request conditions?

(Yes / No)

#### (ii) General Conditions

The Respondent must confirm that it will comply with the Australian Standard AS 4122-2010 General Conditions of Contract for Consultants and WA Government amendments (as included in Schedule 1).

**RESPONDENT TO COMPLETE:**

Does the Respondent agree to the General Conditions?

(Yes / No)

### (b) Disclosures

#### (i) Participants

**RESPONDENT TO COMPLETE:**

Is the Respondent acting as an agent or trustee for another person or persons?

(Yes / No)

If yes, provide details.

AND

Is the Respondent acting jointly or in association with another firm, person or persons?

(Yes / No)

If yes, provide details.

AND

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a Subconsultant in connection with this Panel?

(Yes / No)

**PART C      RESPONDENT TO COMPLETE AND RETURN THIS PART**

If yes, provide details.

**(ii) Criminal Convictions**

The Respondent must confirm that neither the Respondent nor any person included in the Specified Personnel has any current criminal convictions for any offences from any court, or is currently the subject of any charge pending before any court.

**RESPONDENT TO COMPLETE:**

Does the Respondent have any current criminal convictions for any offences from any court, or currently the subject of any charge pending before any court?

(Yes / No)

If yes, provide details.

**(iii) Conflict of Interest**

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

**RESPONDENT TO COMPLETE:**

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of its obligations as a Panel Member (if appointed) or under any Commission (if engaged)?

(Yes / No)

If yes, the reasons why.

## **C.10 INSURANCE REQUIREMENTS**

<p><b>RESPONDENT TO COMPLETE:</b></p> <p>Does the Respondent have all the insurance coverage required under Part A Clause A.8.1.5? (Yes / No)</p> <p>If yes, the Respondent must complete the following table:</p>						
	<b>Insurer</b>	<b>ABN</b>	<b>Policy No</b>	<b>Insured Amount</b>	<b>Expiry Date</b>	<b>Exclusions, if any</b>
Public Liability Insurance						
Professional Indemnity						
Workers' Compensation including common law liability of \$50m for any one occurrence						
<p><b>OR</b></p> <p>If no, does the Respondent confirm that if it is appointed to the Engineering and Building Specialists Panel 2014, then it will obtain the insurance cover specified prior to engagement for specific project work? (Yes / No)</p> <p>If no, the reasons why.</p>						

The Respondent must forward its current certificates of insurance with this Offer to the Principal.

Panel Members must ensure that the Principal is provided with up to date insurance Certificates of Currency at all times.

The Principal reserves the right to suspend any firm on the Panel if the insurance details provided fall out of date or cease to be applicable for any reason.

## C.11 RECIPIENT CREATED TAX INVOICE AGREEMENT

(REQUIRED FOR PACMAN USE ONLY)

This Agreement is submitted in relation to any contracts derived from the Engineering and Building Specialists Panel 2014 No: 004035.

In accordance with the Australian Tax Office's (ATO's) Goods and Services Tax Ruling (GSTR) 2000/10 paragraph 13(e) the following is agreed between the Department of Finance – acting for and on behalf of The Principal (The Minister for Works) and

(ENTER THE FULL NAME OF THE CONSULTANT)
---

1. The Department of Finance will issue tax invoices to the Consultant in respect of the payments by the Principal under Contracts derived from this Panel;
2. The Consultant shall not issue tax invoices in respect of claims for payment issued by the Consultant under Contracts derived from this Panel;
3. The Consultant is registered for the GST at the time of this agreement and that it will notify the Department of Finance if it ceases to be registered.

4. The Consultant's Australian Business Number (ABN) is:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

(The Consultant is to enter its ABN and if applicable its GST Branch registration number)

5. The Department of Finance is currently registered for the GST and will notify the Consultant if it ceases to be registered.
6. The Department of Finance ABN is **99 593 347 728**

Name of Consultant: \_\_\_\_\_  
(IN BLOCK LETTERS)

This Agreement is signed by a person authorised to do so on behalf of the Consultant.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_  
(IN BLOCK LETTERS)

Position with Consultant: \_\_\_\_\_  
(IN BLOCK LETTERS)

Date: \_\_\_\_\_

## C.12 CLAIM FOR REGISTRATION FOR ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE

For the purpose of registration for Aboriginal Enterprise and Employment Tendering Preference the Respondent must submit this completed form.

**Is the Respondent:**

APPROPRIATE BOX)

(PLEASE TICK

- (i) A sole trader, where the person is an *Aboriginal Person*: Yes  No
- (ii) A partnership or firm, where not less than 50% of the partners are *Aboriginal Persons*  
Yes  No
- (iii) A corporation that has its registered and head offices in Western Australia, where *Aboriginal Persons* own not less than 50% of the legal entity submitting the tender:  
Yes  No
- (iv) A legal entity that employs an *Aboriginal Person*, including an apprentice or a trainee:  
Yes  No
- (v) A *Joint Venture with Aboriginal Participation* that is a joint venture between any *Aboriginal Enterprise* and non-*Aboriginal Enterprise* where not less than 50% of the equity in the joint venture is owned by the *Aboriginal Enterprise* submitting the tender:  
Yes  No

If Yes to any of the above, please attach supporting information.

If Yes to (iv) provide an estimation of the proportion (%) of total cost that may be attributable to the direct employment costs of the *Aboriginal Person(s)* engaged on work under contracts derived from membership of the Panel .....%

Name of Respondent: .....  
(IN BLOCK LETTERS)

This Claim for Registration for Aboriginal Enterprise and Employment Tendering Preference is signed by a person authorised to do so on behalf of the Respondent in respect to the submitted Request Number 04035 for membership of the Engineering and Building Specialists Panel 2014:

Signature: ..... Full Name:.....  
(IN BLOCK LETTERS)

Position with Respondent:.....Date:.....

### C.13 ACCESS TO PANEL BY THIRD PARTIES

Nominate by ticking the box next to the appropriate option below, to indicate whether or not you agree to provide Products and/or Services to third parties in addition to the Contract Authority in accordance with Part A Clause A.6.16.

**OPTION 1:** I/We accept to provide Services to third parties pursuant to Part A Clause A.6.16 in addition to the Contract Authority and agree to accept the terms and conditions of any variation to the Panel Arrangement by the Contract Authority in relation to the same.

**OPTION 2:** I/We do NOT agree to provide Services to third parties and only agree to be engaged by the Contract Authority directly pursuant to the terms and conditions of the Panel Arrangement.

### C.14 NATSPEC REQUIREMENTS

**RESPONDENT TO COMPLETE:**

Does the Respondent subscribe to NATSPEC packages as required under Part B.2.6.2?

(Yes / No)

If yes, NATSPEC Package: \_\_\_\_\_

If yes, NATSPEC subscription number: \_\_\_\_\_

OR

If no, does the Respondent confirm that if it is appointed to the Engineering and Building Specialists Panel, then if it is required, it will subscribe to the relevant NATSPEC package prior to engagement for that specific project?

(Yes / No)

If no, the reasons why.



## C.15 CONFIRMATION OF ATTACHMENTS

Please confirm the contents of your Offer by ticking the boxes below:

- IDENTITY OF RESPONDENT
- CORPORATE STATUS
- NOMINATED SPECIALIST DISCIPLINE CATEGORY
- REGISTRATION AS A REGIONAL BUSINESS
- ELIGIBILITY REQUIREMENTS
- SELECTION CRITERIA
- SUBMITTED HOURLY RATES
- COMPLIANCE AND DISCLOSURE REQUIREMENTS
- INSURANCE REQUIREMENTS
- RECIPIENT CREATED TAX INVOICE
- CLAIM FOR REGISTRATION FOR ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE
- ACCESS TO PANEL BY THIRD PARTIES
- NATSPEC REQUIREMENTS

## C.16 RESPONDENT'S CERTIFICATION OF THE OFFER

In reply to the Request for the Engineering and Building Specialists Panel I/we offer to perform the work under the Panel and as described in Part B – SPECIFICATION in accordance with the Part A - REQUEST and subject to the terms and conditions contained in the General Conditions of Contract and Annexure.

This completed Offer Form and the schedules nominated under Part C together will comprise the Respondent's Offer.

This Offer is signed by a person authorised to do so on behalf of the Respondent.

Signature: ..... Witness Signature: .....

Full Name: ..... (Please print)      Witness Full Name: ..... (Please print)

Position With Respondent: .....      Relationship To Respondent: .....

Date: .....      Date: .....

# SCHEDULE 1 - W.A. GOVERNMENT AMENDMENTS TO AS 4122-2010

The following clauses have been amended and differ from the corresponding clauses in AS 4122-2010

## **CLAUSE 1 DEFINITIONS AND INTERPRETATION**

### • SUBCLAUSE 1.1 - DEFINITIONS

Immediately after the words "means the Documents listed in Item 3" insert the following:

*, which have the order of precedence in accordance with the numbered list contained in Item 3 (which is shown in descending order);*

### • SUBCLAUSE 1.1 – DEFINITIONS

Insert the following new definition:

***Consultant's Personnel*** means all employees, agents and Subcontractors of the Consultant.

Insert the following new definition:

***Default*** includes, but is not limited to:

- (a) *an Insolvency Event;*
- (b) *wrongful suspension of work;*
- (c) *failing to provide evidence of insurance;*
- (d) *failing to exercise the standard of care required by Clause 4;*
- (e) *failing to comply with a direction of the Client pursuant to Clause 8;*
- (f) *in respect of Clause 10.4(c), knowingly providing documentary evidence containing an untrue statement;*
- (g) *subject to Clause 12.2:*
  - (i) *failing to complete the Services by the time stated in Item 13 without reasonable cause or the Client's approval; or*
  - (ii) *if a program is attached, substantial departure from the program without reasonable cause or the Client's approval; or*
  - (iii) *where there is no time stated in Item 13 or construction program, failing to proceed with due expedition and without delay without reasonable cause or the Client's approval; and*
- (h) *failing to comply with Clauses 13.1 and 13.2.*

Delete the definition of Force Majeure and in lieu thereof insert the following:

***Force Majeure Event*** means an event that makes it impossible for a party to perform its obligations in whole or part under this Contract and which is beyond the reasonable control of the affected party including:

- (a) *fire (other than fire caused by the affected party), flood, a category 3 or above tropical cyclone (as defined by the Australian Bureau of Meteorology) affecting the area where the Services are being performed, earthquake, tsunami or explosion;*
- (b) *war, insurrection, civil disturbance or acts of terrorism; or*
- (c) *act of God;*
- (d) *impact of vehicles or aircraft; or*
- (e) *epidemic or pandemic,*

*but does not include:*

- (f) *lack of or inability to use funds for any reason;*
- (g) *any occurrence which results from the wrongful or negligent act or omission of the affected party or the failure by the affected party to act in a prudent and proper manner and in accordance with clause 4;*
- (h) *an event or circumstance where the event or circumstance or its effects on the affected party or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or remedied by the exercise by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent contractor;*
- (i) *breakdown of any equipment used by the Consultant or any Subcontractor to the Consultant;*
- (j) *strikes or Industrial Action by the Consultant's Personnel in any way directed at the Consultant or any Subcontractor or directed at the Site;*
- (k) *weather conditions or any effects of weather conditions, other than as described in sub-paragraph (a) above;*
- (l) *act or omission of the Subcontractors (including if a Subcontractor suffers an Insolvency Event);*
- (m) *a failure by a third party to fulfil a contract commitment to an affected party other than as a result of an event in paragraph (a) to (e) above; or*
- (n) *lack of resources, including local materials or personnel*

Insert the following new definition:

**Industrial Action** means any strike, lockout or failure to attend for work, the imposition of any ban, limitation or delay in the performance of work, any refusal by an employee to work in accordance with that employee's contract of employment or the provisions of any Industrial Award, Agreement or Order, or the performance of work in a manner different from that in which it is customarily performed.

Insert the following new definition:

**Industrial Award** means an award, a registered or certified agreement or an order of the Western Australian Industrial Relations Commission or Australian Industrial Relations Commission and includes Preserved State Agreements and Notional Agreements Preserving State Awards, and any agreement including a workplace or enterprise agreement between an individual or group of individuals and the Consultant or a Subcontractor to the Consultant that is lodged, registered or certified in accordance with any law applying in Western Australia.

Insert the following new definition:

**Subcontract** means a contract or agreement between the Consultant and a third party under which the third party agrees to perform any part of the Services under this Contract.

Insert the following new definition:

**Subcontractor** means a person engaged by the Consultant under a subcontract.

---

#### **CLAUSE 4 STANDARD OF CARE**

After the first paragraph, insert the following two (2) paragraphs:

*The Consultant must ensure that, when delivered to the Client, the Deliverables are suitable, appropriate and adequate for the purpose stated in the Scope and are in accordance with all industry standards that are reasonably applicable to the Deliverables.*

*The Consultant must engage personnel, employees, subconsultants and subcontractors with appropriate qualifications and experience to perform the Services.*

---

#### **CLAUSE 5 SCOPE**

- SUBCLAUSE 5.4

Immediately after the words "The Consultant is entitled to an adjustment to the Fee and/or" insert the following:

*an extension of*

- **SUBCLAUSE 5.5**

Insert the following new subclause 5.5

- 5.5 *If the Consultant does not notify the Client under Clause 5.2 within fourteen (14) days of receiving the Client Information from the Client, the Client Information shall be deemed to be accepted by the Consultant. Where the Client Information has been deemed to be accepted by the Consultant pursuant to this clause then the Consultant shall not be entitled to an adjustment to the Fee and/or an extension of time for providing the Services under clause 5.4 or any other provision of this Contract.*

---

**CLAUSE 7 INFORMATION**

In the clause heading, immediately after the word *INFORMATION*, insert the words *AND DELIVERABLES*

Insert new subclause number 7.1 and delete the first word of subclause 7.1 (“The”) and in lieu thereof, insert the following:

*When requested by the Consultant, the*

Insert the following new subclause 7.2

- 7.2 *Other than as set out in clause 26.4 the Consultant must deliver to the Client all Deliverables as reasonably requested by the Client from time to time.*

---

**CLAUSE 8 DIRECTIONS**

Insert the following new subclause 8.6

- 8.6 *The Client may direct the Consultant to have removed from any activity connected with the Services, within such time as the Client directs, any person employed in connection with the Services who, in the opinion of the Client (acting reasonably), is not acting in the best interests of the project (which includes being, in the Client’s opinion, guilty of misconduct or any criminal activity) or is incompetent or negligent.*

*A person removed under this clause 8.6 must not thereafter be employed or engaged on the project or on activities connected with the Services by the Consultant without the prior written approval of the Client.*

## **CLAUSE 9 VARIATIONS**

- SUBCLAUSE 9.2

Delete subclause 9.2 and in lieu thereof insert the following:

9.2 *If the Consultant considers that a Direction constitutes a Variation but the Direction is not in writing or does not specify that it constitutes a Variation, then prior to commencing the work the subject of the Direction, the Consultant must notify the Client in writing that it considers that the Direction constitutes a Variation. The notice required to be given by the Consultant under this clause 9.2 must set out the grounds why the Consultant considers that the Direction constitutes a Variation.*

*If the Client agrees that the Direction constitutes a Variation, then it must notify the Consultant in writing and Clause 9.3 will apply as if the Direction was given by the Client under Clause 9.1. If the Client does not agree that the Direction constitutes a Variation, then it must notify the Consultant in writing and Clause 32 will apply to resolve the Dispute. If the Consultant does not give the notice referred to in this Clause 9.2 prior to commencing the work the subject of the Direction, then notwithstanding the remainder of this Clause 9, the Consultant will be bound to implement and complete the required work and is not entitled to have the work valued as a Variation under Clause 9.3 or to make any claim, whether for payment, adjustment to the Fee or the time for completing the Services or otherwise, in respect of that work.*

- SUBCLAUSE 9.4

Immediately after the words “outside the general Scope of the Services.” insert the following:

*If the Consultant considers that compliance with a Direction under Clause 9.1 would vary the Services beyond the general Scope of the Services, it must notify the Client within 10 Business Days of the date of the Direction. Failure of the Consultant to notify the Client within 10 Business Days of the date of the Direction will constitute acceptance that the Direction is not outside the general Scope of the Services and, in that regard, the Consultant will be bound to comply with that Direction.*

---

## **CLAUSE 10 PAYMENT**

- SUBCLAUSE 10.4

Delete subclause 10.4 and in lieu thereof insert the following:

10.4 *The payment claim must:*

(a) *in respect of the Services:*

(i) *identify the Services to which the payment claim relates;*

(ii) *separately identify each Variation;*

(iii) *separately identify any other claim for payment under this*

*Contract including a payment stated in Item 20; and*

- (iv) set out the amount of the Fee claimed, and how that amount was determined;*
- (b) in respect of disbursements:*
  - (i) identify each disbursement claimed;*
  - (ii) state the amount of the disbursement claimed;*
  - (iii) be accompanied by relevant invoices and receipts for payment;*
- (c) be accompanied by a statement from the Consultant confirming that:*
  - (i) all amounts which are then due and payable by the Consultant to its subcontractors and subconsultants have been duly paid by the Consultant;*
  - (ii) the claim does not contain any amount for costs under the Contract which are expressly referred to as being at the Consultant's own cost;*
  - (iii) no fees or wages are due and owing by the Consultant in respect of its obligations under the Contract for the period to which the payment claim relates; and*
  - (iv) no subcontractor, subconsultant or any other person engaged by the Consultant arising out of or in connection with this Contract has a lien or similar entitlement to any of the Deliverables or any item in respect of the Deliverables;*
- (d) be accompanied by any other information and documentation reasonably required by the Client;*
- (e) be in the form of a valid tax invoice; and*
- (f) include details of any matters which have arisen to the date of the claim which may affect the total fees payable under this Clause and, where practicable, an estimate of the amount thereof.*

- **SUBCLAUSE 10.11**

Insert the following new subclause 10.11:

**10.11** *The Client shall make payments to the Consultant only. The Consultant is responsible for making any payment that is due to its contractors, subcontractors, consultants and subconsultants.*



## **CLAUSE 12 TIME**

- SUBCLAUSE 12.1

Immediately after the words "time stated in Item 13" insert the following:

*, or if a program is attached, the Consultant must complete the Services in accordance with the program attached to this Contract. Where there is an inconsistency between any date appearing in the Contract and a program attached to this Contract then the date appearing in the Contract shall be deemed to prevail.*

- SUBCLAUSE 12.1A

Insert the following new subclause 12.1A after subclause 12.1:

*12.1A As soon as the Consultant reasonably considers that anything, including an act or omission of the Client or its employees, agents, subconsultants or subcontractors, may delay the performance of the Services, the Consultant must promptly notify the Client in writing with details of the possible delay and proposals for mitigating the potential for delay of completion of the Services.*

- SUBCLAUSE 12.2

Delete subclause 12.2(b) "a Force Majeure"

- SUBCLAUSE 12.2

Delete the following:

*Consultant notifies the Client of the delay and its cause promptly after the Consultant becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.*

And in lieu thereof, insert the following:

*following conditions precedent to any entitlement to an extension of time are satisfied:*

- (e) *the Consultant must submit a written claim for an extension of time to the Client within 10 Business Days of the cause of the delay commencing, which claim must set out the facts on which the claim is based and the period of time for which an extension of time is claimed (or is expected to be claimed if the cause is ongoing);*
- (f) *the completion of the Services has actually been delayed due to one of the causes of delay set out in this Clause 12.2 and*
- (g) *the Consultant has taken all reasonable steps to minimise the delay and no reprogramming or alteration of the sequence of activities or other method could avoid the delay.*

- SUBCLAUSE 12.3

Immediately after the words “must pay the Consultant’s reasonable” insert the following:

*and necessary*

- SUBCLAUSE 12.4

Insert the following new subclause 12.4:

12.4 *The Consultant’s entitlement to an extension of time under Clause 12.2 will be reduced to the extent that the delay has been caused or contributed to by:*

- (a) *an act or omission of the Consultant or its employees, agents, subconsultants or subcontractors; or*
- (b) *any cause of delay which is not set out in Clause 12.2.*

- SUBCLAUSE 12.5

Insert the following new subclause 12.5:

12.5 *Where Item 13 provides for a program to be provided by the Consultant for the purposes of Clause 12.1, then:*

- (a) *The program shall be in a form appropriate to the project and acceptable to the Client and should:*
  - (i) *set out a program for the delivery of the Services to meet the completion date or dates stated in the Annexure;*
  - (ii) *indicate the interdependencies of each component part of the Services;*
  - (iii) *allow appropriate periods for the review by the Client of Documents to be produced by the Consultant;*
  - (iv) *clearly indicate any allowances made in the program for delays to the provision of the Services or any component parts of the Services outside the Consultant’s control; and*
  - (v) *include a separate time line for each discrete component of the Services and a completion date for each of those components.*
- (b) *During the Contract, the Consultant shall progressively make the necessary adjustments to the program to ensure each stated completion date is achieved. If the Consultant at any time believes that the Consultant may be unable to meet a completion date for any reason, the Consultant shall notify the Client in writing and state the remedial action necessary to achieve the completion date.*
- (c) *If the Client considers that the Consultant may not meet a completion date, it may notify the Consultant and require the*

Consultant to notify within a reasonable time specified in the notice what remedial action (if any) the Consultant proposes to take to ensure that the relevant completion date is met.

- (d) *The Consultant shall submit reports to the Principal in an agreed format and at agreed intervals as to the progress of the Services. The consultant shall attend progress review and co-ordination meetings in accordance with the requirements of the Principal and at a location specified by the client and shall attend any other meetings which are desirable to ensure the proper and effective provision of the Services by the Consultant.*
- (e) *The Client may direct the Consultant to deviate from the current program provided by the Consultant. The Consultant shall be entitled to recover any extra costs and expenses incurred by it as a consequence of any deviation directed by the Principal under Clause 15.1 only if the deviation is required for the convenience of the Principal or the deviation is due to a cause outside the reasonable control of the Consultant.*

---

**CLAUSE 13 LAW AND APPROVALS**

- **SUBCLAUSE 13.3**

Delete subclause 13.3 and in lieu thereof insert the following:

*13.3 If there is a new Legislative Requirement or Approval, or a change in a Legislative Requirement or Approval which:*

- (a) occurs after agreement of the Fee;*
- (b) the consultant is bound to comply with or obtain;*
- (c) causes the Consultant to incur more or less cost or time than otherwise would have been incurred or expended (other than the costs of any fines or penalties); and*
- (d) could not have been reasonably anticipated by the Consultant prior to the date of the Contract,*

*then, provided the Consultant has taken all reasonable steps to mitigate and minimise all costs and expenses, or any delay in the delivery of the Services, the difference in cost will be valued as a Variation and an extension of time may be granted in accordance with clause 12.*

---

**CLAUSE 15 REVIEW AND ACCEPTANCE**

- **SUBCLAUSE 15.2**

Delete the entire subclause and in lieu thereof insert the following:

*15.2 The Consultant remains responsible for the Services despite any:*

- (a) *review or acceptance of any of the Services or the Deliverables by the Client;*
- (b) *Directions (other than any Directions which are either wrongful or negligent) given by the Client in respect of the Services, the Deliverables or the performance of the Consultant's obligations under the Contract; or*
- (c) *failure by the Client to review or accept any of the Services or Deliverables.*

---

**CLAUSE 16 ADVERSE EVENT**

After the first paragraph, insert the following paragraph:

*The Consultant acknowledges and agrees that, except where expressly provided in the Contract, the Consultant will not be entitled to any extension of time, payment for costs incurred or other relief with respect to any matter or circumstances the subject of clause 16.*

---

**CLAUSE 18 KEY PERSONNEL**

Delete the words "is not available due to circumstances beyond the reasonable control of the Consultant" and in lieu thereof insert the following:

- (a) *resigns from employment or terminates their employment or independent contract with the Consultant;*
- (b) *dies;*
- (c) *commits a breach of any express or implied term of their employment contract or independent contract and is terminated as a result; or*
- (d) *is otherwise incapable of continuing to perform duties in respect of the Services due to illness,*

---

**CLAUSE 20 SUBCONTRACTING AND ASSIGNMENT**

- **SUBCLAUSE 20.3**

Delete the words "(which must not be unreasonably withheld or delayed)" and in lieu thereof insert the following:

*which:*

- (a) *must not be unreasonably withheld or delayed; and*
- (b) *may be conditional upon such reasonable conditions as the Client may impose, including that the Consultant obtain from a subcontractor or subconsultant the corresponding Intellectual Property Rights granted to or*

vested in the Client pursuant to Clause 21 and appropriate professional indemnity insurance.

- SUBCLAUSE 20.5

Insert the following new subclause 20.5:

*20.5 For the purposes of Clause 20, transfer or assignment shall be taken to include any material changes to the Consultant where the Consultant, being a partnership, company, consortium or other composite body, undergoes a material change in its structure, shareholding, membership or control which in the opinion of the Principal will affect the manner in which or the ability of the Consultant to perform the Contract.*

---

**CLAUSE 21      COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- SUBCLAUSE 21.4

Immediately after the words “the amount stated in Item 20” insert the following

*(or if no amount is stated, no additional amount is payable to the Consultant).*

---

**CLAUSE 24      SUSPENSION BY THE CLIENT**

- SUBCLAUSE 24.2

Delete the entire subclause and in lieu thereof insert the following:

*Unless the suspension has been directed due to the Consultant’s breach of the Contract or breach of any Legislative Requirement or Approval, the Client must pay the Consultant any costs and expenses reasonably incurred by the Consultant as a result of the suspension. The Client will not be liable for payment under this Clause 24.2 unless and until:*

- (a) the Consultant provides evidence, to the reasonable satisfaction of the Client, of the costs and expenses incurred by the Consultant; and*
- (b) the Consultant can demonstrate that the Consultant took all reasonable steps to mitigate and minimise any costs and expenses incurred by the Consultant by reason of the suspension.*

---

**CLAUSE 25      SUSPENSION BY THE CONSULTANT**

- SUBCLAUSE 25.3

Delete the entire subclause and in lieu thereof insert the following:

*25.3 If the Consultant suspends the performance of the Services under Clause 25.1:*

- (a) *the Consultant must recommence the performance of the Services as soon as possible and give prompt notice to the Client of the recommencement of the Services;*
- (b) *except as expressly provided elsewhere in the Contract, the Consultant will not be entitled to claim any additional costs, extension of time or other form of relief in respect of the suspension of the performance of the Services by the Consultant; and*
- (c) *the Client's payment obligations under the Contract will be suspended during the period of the suspension of the performance of the Services, unless the parties otherwise agree in writing or the payment obligation relates to Services performed prior to the time of suspension.*

---

**CLAUSE 26      TERMINATION WITHOUT CAUSE**

In the clause heading, immediately after the word TERMINATION, delete the words WITHOUT CAUSE.

- **SUBCLAUSE 26.2**

Delete the entire subclause and in lieu thereof insert the following:

*26.2 If the Contract is terminated under clause 26.1, the Client must pay to the Consultant:*

- (a) *the applicable portion of the Fee for the Services performed prior to the date of termination;*
- (b) *all disbursements incurred by the Consultant prior to the date of the termination which would have been payable had this Contract not been terminated;*
- (c) *any direct costs reasonably incurred by the Consultant in the expectation of completing the whole of the Services and not included in any payment by the Client; and*
- (d) *all demobilisation costs reasonably incurred by the Consultant (but not including any relocation costs incurred by the Consultant).*

*The Client is not liable to the Consultant under this clause 26 for any amount greater than the amount that the Client would have paid to the Consultant had this Contract been completely performed.*

- **SUBCLAUSE 26.4**

Delete the entire subclause and in lieu thereof insert the following:

*26.4 In the event that this Contract is terminated in accordance with this clause 26, following payment of the amount due to the Consultant under clause 26.2, the Consultant must deliver to the Client all Deliverables and all Documents which, on completion, would be Deliverables.*

## **CLAUSE 27      TERMINATION DUE TO DEFAULT BY EITHER PARTY**

Delete the entire clause and in lieu thereof insert the following:

*27.1 If either party commits a Default of this Contract, the other party may give to the party who committed the Default a written notice to remedy the Default. A notice given under this Clause 27.1 must:*

- (a) state it is a notice given under this clause;*
- (b) specify the alleged Default with reasonable details;*
- (c) require the party who committed the Default to remedy the Default; and*
- (d) specify the date (which must not be less than five Business Days after the notice is served) by which the party who committed the Default must remedy the Default.*

*27.2 If the recipient of a notice given under Clause 27.1 fails to:*

- (a) remedy the Default; or*
- (b) provide an undertaking in writing to the reasonable satisfaction of the party issuing the notice of the steps it intends to take to remedy the Default,*

*within the time specified in the notice, the other party may, by further written notice:*

- (c) terminate this Contract; or*
- (d) if the Default is a failure of the Client to pay the Consultant under Clause 10, the Consultant may suspend performance of the Services until payment is made.*

*27.3 If the Consultant suspends performance of the Contract pursuant to this clause, the Consultant must promptly lift the suspension after the Client remedies the breach unless the Consultant has terminated the Contract.”*

---

## **CLAUSE 28      INDEMNITY**

- SUBCLAUSE 28.1

Immediately after the words “by the Consultant or negligent or” insert the following:

*wilful or*

---

## **CLAUSE 29      LIMITATION OF LIABILITY**

- SUBCLAUSE 29.1

Immediately after the words “the amount specified in Item 24” delete the words “if any.” and in lieu thereof insert the following:

. If no amount is specified in Item 24, the liability of the Consultant is not limited.

- SUBCLAUSE 29.2

Delete the entire subclause and in lieu thereof insert the following:

29.2 Any limitation of liability granted under Clause 29.1 does not apply to liability arising from:

- (a) personal injury (including psychological injury) or death;
- (b) infringement of Intellectual Property Rights;
- (c) any breach by the Consultant of Clause 19;
- (d) any claims made by a third party in respect of exemplary and punitive damages;
- (e) fraudulent, malicious or criminal conduct;
- (f) wilful default;
- (g) any act or omission with reckless disregard for the consequences;  
or
- (h) any breach of confidence or privacy in connection with the Contract,  
of or by the Consultant or its officers, employees, agents, subconsultants  
and subcontractors.

---

**CLAUSE 30 INSURANCE**

- SUBCLAUSE 30.8

Insert the following new subclause 30.8 immediately after subclause 30.7:

30.8 The insurances contemplated by this Clause 30 are primary and not secondary to the indemnities referred to in this Contract. However, the Client is not obliged to make a claim or institute proceedings against any insurer under the insurance policies before enforcing any of its rights or remedies under the indemnities referred to in the Contract, or generally.

---

**CLAUSE 31A FORCE MAJEURE**

Insert the following new clause 31A:

31A.1 If a Force Majeure occurs:

- (a) the party affected by the Force Majeure must give notice to the other party, describing the Force Majeure in reasonable detail;
- (b) the Client may, by written notice within 5 Business Days of the notice under clause 31A.1(a), in its absolute discretion and without any



*obligation to act reasonably, grant an extension of time for completion of the Services;*

*(c) the party affected by the Force Majeure will be excused from performance and will not be construed to be in default for so long as, and to the extent that:*

*(i) the party's failure to perform an obligation under the Contract is due to the Force Majeure,*

*(ii) the party continues to perform its obligations under the Contract which are not affected by the Force Majeure; and*

*(iii) the party makes all reasonable efforts to prevent, reduce to a minimum and mitigate the effect of any delay caused by the Force Majeure.*

*31A.2 If a Force Majeure prevents either party from performing any of its obligations under the Contract, the Client may elect to terminate the Contract by notice in writing to the Consultant and must pay the Consultant for the Deliverables delivered prior to the date of termination, payment for which was not included on a previous claim for payment, the amount which would have been payable in respect of those Deliverables if the Contract had not been terminated and the Consultant had been entitled to and had made a payment claim on the date of termination. A claim for payment under this Clause 31A.2 must comply with the requirements of Clause 10.*

*31A.3 The Consultant must take all reasonable steps to mitigate and minimise any costs and expenses incurred, or to be incurred, by the Consultant by reason of the termination.*

*31A.4 Upon termination and payment of the amount due to the Consultant under Clause 31A.2, the Consultant must deliver to the Client any completed Contract Documents and those other documents commenced which when completed would have formed the Deliverables. The Consultant is not liable in respect of the Deliverables which are incomplete by reason only of the termination.*

---

**CLAUSE 32 DISPUTE RESOLUTION**

- SUBCLAUSE 32.1

Delete the entire subclause and in lieu thereof insert the following:

*If a dispute or difference between the Consultant and Client arises out of or in connection with the Contract either party shall within seven (7) days of the dispute or difference arising serve the other party with a notice of dispute in writing by certified mail identifying and providing all details of the dispute or difference.*

---

**CLAUSE 33 SERVICE OF NOTICES**

- SUBCLAUSE 33.2

After reference to clauses 24, 25, 26, 27 and 31, insert the following:

31A

---

**CLAUSE 35 GOVERNING LAW**

Delete the words “and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory” and insert the following paragraph in lieu thereof:

*Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory and courts of appeal from them in respect of any proceedings arising out of or in connection with the Contract. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.*

---

**CLAUSE 37 WARRANTIES**

Insert the following new clause 37:

37 *The Consultant warrants that:*

- (a) *it has full power and authority to enter into and perform its obligations under the Contract;*
- (b) *the Consultant and all of the Consultant’s personnel, employees, subconsultants and subcontractors are competent and have all the necessary skills, training and qualifications to perform the Services;*
- (c) *it has taken all necessary action to authorise the execution, delivery and performance of the Contract in accordance with its terms; and*
- (d) *the Contract constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.*

